CITY OF SURREY

BY-LAW NO. 17700

A by-law to en	nter into a heri	tage revitalization	agreement

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the <u>Local Government Act</u>, R.S.B.C. 1996, Chapter 323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;
- B. The Council considers that certain lands, premises and improvements have heritage value and heritage character and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 010-179-046 Lot 11 Section 12 Township 1 New Westminster District Plan 16055

16017 – 8 Avenue

(the "Lands");

C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the heritage value and heritage character of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value and heritage character of the Lands;

NOW THEREFORE, the City Council of the City of Surrey, in open meeting assembled, enacts as follows:

- 1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this By-law as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.
- The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.
- 3. Schedule "I" forms a part of this By-law.

4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2012, No.17700."

READ A FIRST AND SECOND TIME on the 25th day of June, 2012.

PUBLIC HEARING HELD thereon on the 9th day of July, 2012.

READ A THIRD TIME on the 9th day of July, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 23rd day of July, 2012.

MAYOR

CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2012, No.____]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 23rd day of July , 2012

BETWEEN:

B.A.N. HOLDINGS LTD., INC.NO. BC0247718 3-27250 58 Crescent Langley, British Columbia V4W 3W7

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation, and having offices at 14245 56 Avenue Surrey, British Columbia V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner in fee simple of the following lands and premises situate in the City of Surrey, British Columbia and described as:

> Parcel Identifier: 010-179-046 Lot 11 Section 12 Township 1 New Westminster District Plan 16055

> > 16017 - 8 Avenue

(the "Lands");

- В. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have heritage value and heritage character;
- C. The Owner and the City desire to conserve the heritage value and heritage character of the Lands;
- For the purpose of conservation of the heritage value and heritage character of the D. Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage value and *heritage character* of the Lands;

- E. The Owner has agreed to the terms for compensating the City for the loss in heritage value in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached to this Agreement as Appendix "A" (the "Conservation Plan") and Appendix "B" (the "DL&A Plan");
- G. The improvements or features identified in the Conservation Plan as the Seventh-day Adventist Church (the "Church") are listed on the Surrey Heritage Register and the Owner and the City consider that the Church has heritage value and heritage character such that all provisions of this Agreement applicable to the Lands also apply to the Church; and
- H. The Lands are subject to a variance contained in Appendix "C".

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of whereof is hereby by the parties acknowledged) the Owner and the City covenant and agree with one another pursuant to Section 966 of the <u>Local Government Act</u>, R.S.B.C. 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "<u>Local Government Act</u>"), as follows:

Conservation Plan

- 1. (a) The Conservation Plan forms a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.
 - (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements and features on the Lands that have heritage value and heritage character. Part II of the Conservation Plan sets out the maintenance strategy, general standards and exemptions for the conservation and maintenance of all improvements and features on the Lands that have heritage value and heritage character. Part III of the Conservation Plan sets out the standards and specifications for restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement, including, but not limited to: the foundation; roof structure and cladding; building envelope, wood detailing and trims; interior conditions; and the site and landscaping.

Owner's Obligations to Protect, Conserve, Maintain and Rebuild

- 2. The Owner covenants and agrees that:
 - (a) No improvements on the Lands identified in the Conservation Plan as having heritage value or heritage character shall be altered, including

- alterations required or authorized by this Agreement, except as agreed to in writing by the City.
- (b) Each action of restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II and III of the Conservation Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
- (c) All improvements identified in Part I and II of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan and the DL&A Plan.
- (d) In the event the Church is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Church to its original condition. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to restore the damaged portion or portions of the Church. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Church shall reflect the character-defining elements and design components including, but not limited to: location at the corner of 8th Avenue and 160 Street in the Douglas neighbourhood of Surrey; institutional form, scale and massing, as expressed by its two-storey height, front gable and symmetrical, rectangular plan; wood-frame construction; modest Craftsman-style architecture, as illustrated by its: horizontal lapped wooden siding, eave returns, closed soffits and bargeboards; original 4over-1 pane, double-hung, wooden window assemblies on the east and west façades of the second floor; and external red brick chimney, all as subject to approval by the City Architect or designate.
- (e) In the event the Church is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Church. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to create a replica of the Church. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or replacement of the Church shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to approval by the City Architect or designate.

- (f) In the event that the Church is destroyed, in addition to the construction of a replica described in 2(e), the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$26,608.60 indexed to the Vancouver Consumer Price Index (CPI) with 2012 being the base year, except that if the Church is destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in is sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should the Church become vacant and unoccupied for a period of 30 days or more, the Owner of the Lands agrees to maintain the integrity and security of the Church and Lands including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide to the City in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Church, the City may and is authorized to undertake the necessary works to secure the Church, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands for the purpose of undertaking the necessary works to secure the Church and to conduct an inspection to determine that the security measures continue to be in place.
- (h) Should the Church become vacant and unoccupied during construction or other redevelopment of the Lands, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE

No Vandalism or Removal of Materials (Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.
- (j) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan and the DL&A Plan.
- (k) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the <u>Community Charter</u>, S.B.C. 2003, c.26.

Variation to By-laws

3. Pursuant to Section 966(2) (b) of the <u>Local Government Act</u>, Part 31 Assembly Hall 1 (PA-1) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is hereby varied in respect of the Lands as set out in Appendix "C" which is incorporated into and forms part of this Agreement.

Construction and Maintenance

4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements on, or features of the Lands identified in the Conservation Plan and the DL&A Plan as having heritage value and heritage character or constructs or maintains other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and the DL&A Plan and as agreed by the City and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

No Liability to City

- 5. 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 may be suffered or sustained by the Owner or by any other person who may be on the Lands; 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 of this Agreement, wrongful or negligent failure or omission to comply with its restrictions and requirements, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements or with any other term, condition or provision of this Agreement.

Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to person or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

Modification

7. If, in fulfilling its responsibilities and obligations pursuant to this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions, requirements of this Agreement, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of this Agreement, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the <u>Local Government Act</u> and the <u>Community Charter</u>, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan and the DL&A Plan, and Sections 2 and 4 of this Agreement.

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and 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 to defeat or affect the rights of remedies to the City.

Statutory Authority and Proprietary Rights

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 and no permissive by-law enacted by the City, or permit, license or *approval*, granted, made or issued hereunder, or pursuant to statute, by the City shall stop, limit or impair the City from relying upon and enforcing this Agreement.

Compliance with Laws

13. Despite any provision of this Agreement, the Owner shall comply with all laws, including by-laws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation of this Agreement to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

Notice

14. Any notice to be given under this Agreement shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the City:

Attention: City Clerk

CITY OF SURREY 14245 56 Avenue Surrey, BC V₃X₃A₂

If to the Owner:

B.A.N. HOLDINGS LTD., INC.NO. BC0247718

3 – 27250 58 Crescent Langley, British Columbia V4W 3W7

Any party may at any time give notice in writing to the other of any change of address and after the third day of giving of the notice, the address specified in the notice shall be the address of the party for the giving of notices.

If title to the Lands is transferred to a new Owner, the new Owner shall provide notice in writing to the City within 15 days of such a transfer providing the name of the new Owner, the contact for notice if it is different than the Owner and the new Address to which notices are to be sent.

Arbitration

- 15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and the DL&A Plan and any determination pursuant to Section 1(a) of this Agreement may require that the matter be decided and determined by binding arbitration as follows:
 - (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
 - (b) The City shall within thirty (30) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute;
 - (e) Any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties;
 - (f) The arbitrator shall award the prevailing party full compensation for all costs and expenses of the arbitrator, costs and fees of the proceedings and solicitor-client costs and expenses; and
 - (g) The arbitrator shall issue a final decision regarding the dispute within twenty-five (25) business days after the arbitrator's appointment, subject to extension of that time by agreement of the parties.
- 16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time 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,

and wherever possible, when an inspection of the lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

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

Schedules

18. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

19. 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.

Interpretation

20. Terms used in this Agreement that are italicized are defined in the <u>Local</u> <u>Government Act</u>, and the <u>Heritage Conservation Act</u>, R.S.B.C. 1996, Chapter 187, as amended, re-enacted or consolidated from time to time and any successor statute, and shall take their meaning from those Acts.

Successors Bound

21. All restrictions, rights and liabilities imposed upon or given to the respective parties under this Agreement shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements on the part of the Owner.

Notice to be Filed

Notice of this Agreement and amendments to it will be filed in the Land Title Office and once filed, this Agreement and amendments will be binding on all persons who acquire an interest in the Lands.

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

B.A.N. HOLDINGS LTD., INC.NO. BC0247718

Byron Williams

CITY OF SURREY

Danne Watts Mayor

Jane Sullivan City Clerk

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Appendix "A"

CONSERVATION PLAN

PART I - HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The Seventh Day Adventist Church is a two storey, front-gabled, wood-frame, church building, located at 16017-8 Avenue in the Douglas neighbourhood of Surrey. The church sits on the border between Surrey and White Rock and is one of the oldest churches associated with the community of White Rock.

2. Heritage Value of Historic Place

Constructed in 1920, the Seventh Day Adventist Church is valued for its association with the early development of White Rock and the Douglas neighbourhood of Surrey. The church was constructed for The British Columbia Association of Seventh Day Adventist, which was established in 1902. The White Rock congregation of the Church was established in 1918. Services were first held in local homes before local resident Dovie May Roper (1877-1942) donated land on her farm for a dedicated church building. The Seventh Day Adventist Church was completed on November 23, 1920 and the first services were held that evening. The building also served as a day school. This dual function of the church building illustrates the important civic and cultural contributions that the Church made to the communities along Semiahmoo Bay, including White Rock and Douglas, as they grew in the early twentieth century.

The Seventh Day Adventist Church is additionally significant for its modest Craftsman-style architecture, notably its front gable and lapped wooden siding. Craftsman style architecture, which evolved from the British Arts and Crafts style, was typified by the use of natural materials and a mix of traditional design elements. Popularized through countless periodicals and plan books, expressing both the traditional aspects of the Arts and Crafts movement as well as modern lifestyles, the Craftsman style was one of the most predominant in the early building boom days throughout the Lower Mainland of British Columbia. Incorporating quality local materials produced in local sawmills, such as horizontal lapped wooden siding and wooden bargeboards, the Seventh Day Adventist Church illustrates the pervasive influence of the Arts and Crafts movement during the early development of Surrey and White Rock.

3. Character Defining Elements

The key elements that define the heritage character of the Seventh-day Adventist Church include its:

- location at the corner of 8th Avenue and 160 Street in the Douglas neighbourhood of Surrey;
- institutional form, scale and massing, as expressed by its two-storey height, front gable and symmetrical, rectangular plan;
- wood-frame construction:
- modest Craftsman-style architecture, as illustrated by its: horizontal lapped wooden siding, eave returns, closed soffits and bargeboards;
- original 4-over-1 pane, double-hung, wooden window assemblies on the east and west façades of the second floor; and
- external red brick chimney.

PART II - MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The relocation and restoration of the Church, including works that are consistent with Part III – Restoration Standards and Specifications, may commence at any time following the adoption of a by-law to enter into this Agreement and the issuance of a building permit authorizing the works.

B. Maintenance Strategy

The strategy to ensure ongoing conservation of the Church shall consist of a Maintenance Plan and a Funding Strategy.

The Maintenance Plan shall be prepared with input from an Architect that is acceptable to the City, and who is knowledgeable in the restoration of heritage buildings. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting or staining, sealing, weather-stripping and the like.

The Funding Strategy shall include, but is not limited to, whether or not the Owner intends to absorb all the costs, undertake fundraising or seek government financial incentives, including those available from the City.

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within one (1) year of the adoption of a by-law to enter into this Agreement.

The Maintenance Plan and Funding Strategy for the Church shall include, but is not limited to, the following:

- (a) A description and a time schedule for the renovations, repair, and replacement of the exterior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III Renovation Standards and Specifications;
- (b) A description and time schedule for the ongoing maintenance of the elements, *landscaping* or other identified works on the Lands and other relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;
- (c) Ongoing maintenance of *landscaping*;
- (d) A colour scheme for the exterior of the Church;

- (e) A description of any matters noted in Part III Renovation Standards and Specifications or in the plans attached to this Agreement as requiring further details; and
- (f) A financial plan detailing the funding for the renovation and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

C. Amending an Established Maintenance Strategy

An Owner may apply to the City to amend an existing Maintenance Plan and Funding Strategy. Any amendment is subject to approval by the General Manager, Planning and Development, and if deemed necessary by the General Manager, Planning and Development, the Heritage Advisory Commission.

2. Standards

The "Standards and Guidelines for the Conservation of Historic Places in Canada", established under the Historic Places Program or successor guidelines as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the Church.

3. Timing and Phasing

This provision does not apply to the Lands.

4. Heritage Alteration Permit(s) Approval

A. Changes to the building, structure, exterior appearance of the Church, features on the Lands identified in the Conservation Plan, the DL&A Plan or character-defining elements may require the Owner to apply for a heritage alteration permit or obtain approval from the City.

Proposed changes shall be referred to the Planning & Development Department of the City prior to the commencement of any work to determine if the changes require or do not require a heritage alteration permit.

- B. A heritage alteration permit may not be required for alterations including, but not limited to, the following:
 - (a) Changes to the Conservation Plan or the DL&A Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Church;
 - (b) Restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent architect acceptable to the City with experience in restoration of heritage buildings; or
 - (c) Simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the Church.

- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
 - (a) Changes to the Church structure;
 - (b) Changes to the exterior appearance of the Church;
 - (c) Replacement of existing elements and/or construction of additions to the Church;
 - (d) Changes to the external appearance of the Church due to interior renovations.

If a heritage alteration permit is determined to be required, the Owner shall apply to the City for a heritage alteration permit before undertaking any of the works listed in this Section 4.C.

After the heritage alteration permit application is submitted, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of the General Manager, Planning and Development and the Heritage Advisory Commission, or by a City official delegated by City Council.

5. Building Permit Approval

Construction, alterations or other actions to be authorized by a building permit shall be consistent with the provisions of the Conservation Plan, the DL&A Plan, and with any heritage alteration permits sanctioning construction, alterations or other actions.

As the Church is recognized as a historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the building. To utilize Building Code equivalencies, the Owner shall retain a qualified architect that is acceptable to the City Architect.

PART III - RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation

Refer to Section 4.3.2 of the DL&A Plan

2. Exterior Wall Structure and Roof

Refer to Section 4.3.3 of the DL&A Plan

3. Front Entrance

Refer to Section 4.3.4 of the DL&A Plan

4. Front Steps

Refer to Section 4.3.5 of the DL&A Plan

5. Chimney

Refer to Section 4.3.6 of the DL&A Plan

6. Windows

Refer to Section 4.3.7 of the DL&A Plan

7. Doors

Refer to Section 4.3.8 of the DL&A Plan

8. Colour Scheme

Refer to Section 4.3.9 of the DL&A Plan

The exterior paint colour, including wood trims, shall be subject to the prior written approval of the City. If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Church or heritage colours appropriate for the period of the Church. A contrasting complementary paint colour shall be used for windows, doors and wood trims.

Changes to the exterior colour scheme shall not be undertaken without being reviewed and approved by the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme. The paint colours detailed in Section 4.3.9 of the DL&A Plan have been approved by the City Architect and are permitted to be used without further consultation.

9. Interior Condition

Except as provided for in this Conservation Plan, changes to the interior of the Church that affect the exterior appearance of the Church are not permitted without prior issuance of a heritage alteration permit.

10. New Construction

New construction not provided for in this Conservation Plan will be subject to a heritage alteration permit.

11. Landscaping, Trees, Street Interface, Fences

Landscaping in the vicinity of the Church shall be subject to the review and approval of the City.

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

12. Signage

Signage shall be unobtrusive, constructed in natural materials such as wood, and be externally illuminated in order to be sympathetic to the heritage character of the Church. Plastic signs, high gloss materials, back-lit signage and bright colours are not permitted. Signage shall not be constructed or located in such a way as to obscure any architectural

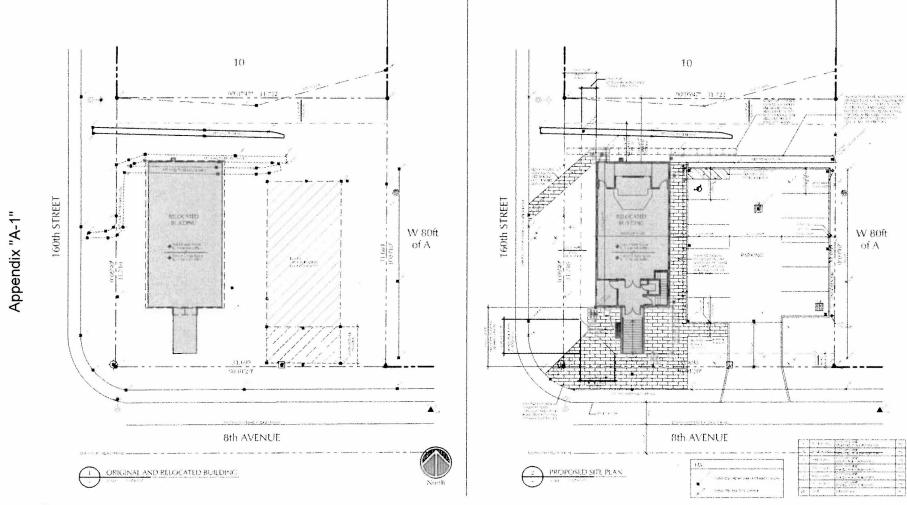
features, and shall be compatible in terms of size, shape, material, texture, colour and method of lighting. Any free standing sign shall be low profile, limited to 2 metres in height. Signage shall comply with the City of Surrey Sign By-law, 1999, No. 13656.

13. Other

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

(Note: Terms used in Appendix "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.)

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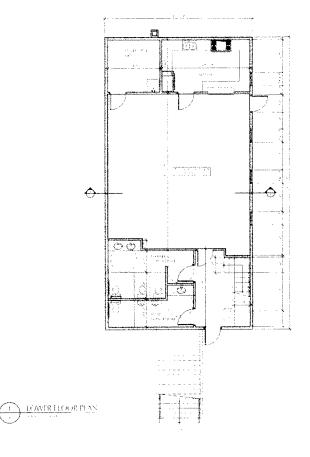


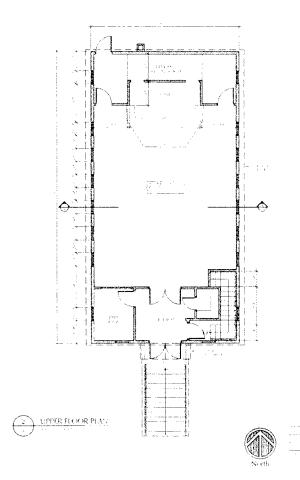


HERITAGE CHURCH

16017 8th AVENUE, SURREY B.C.

SITE PLAN



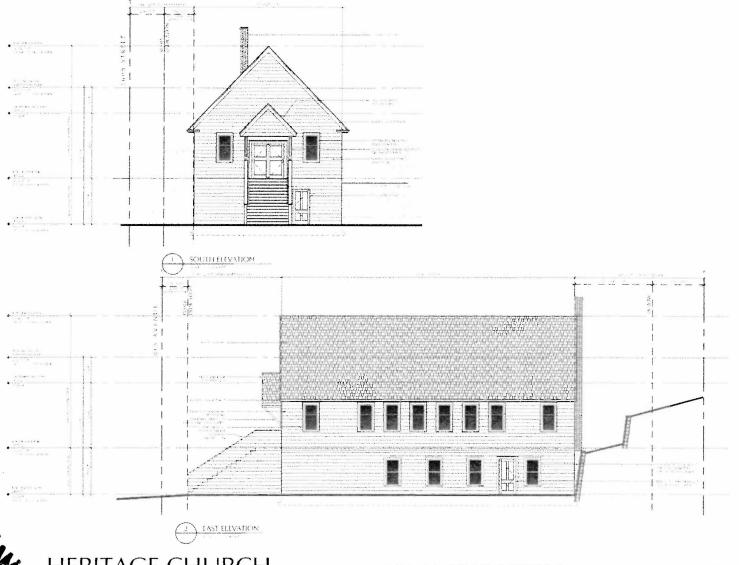




16017 8th AVENUE, SURREY B.C.

FLOOR PLANS

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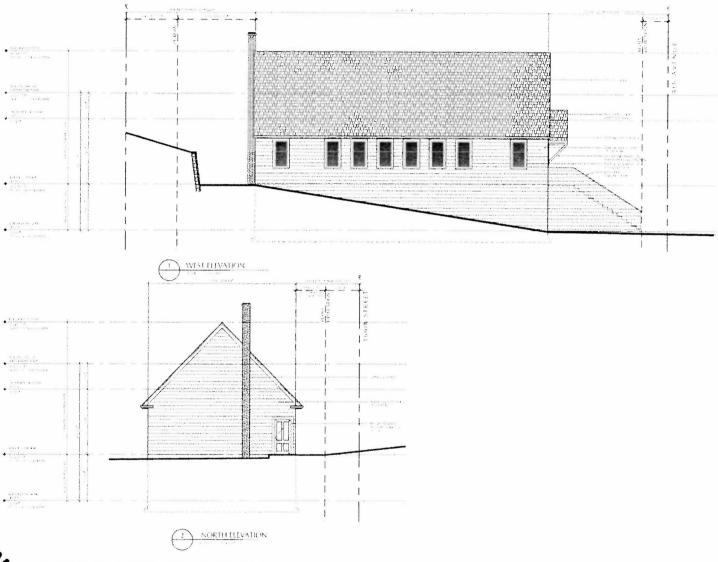
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HERITAGE CHURCH

16017 8th AVENUE, SURREY B.C.

ELEVATIONS

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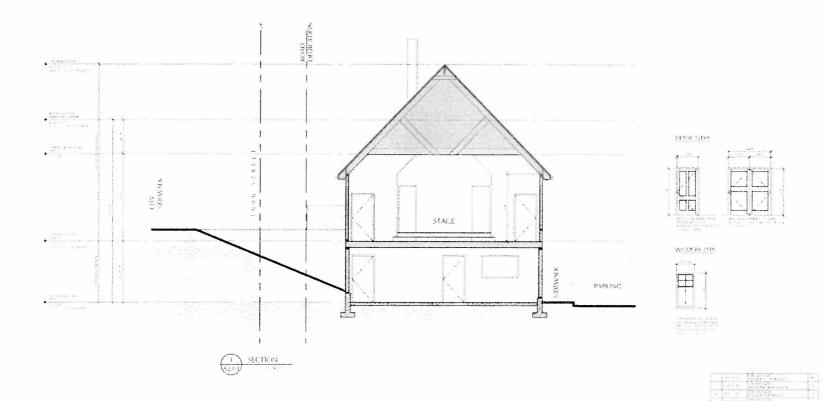
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16017 8th AVENUE, SURREY B.C.

ELEVATIONS

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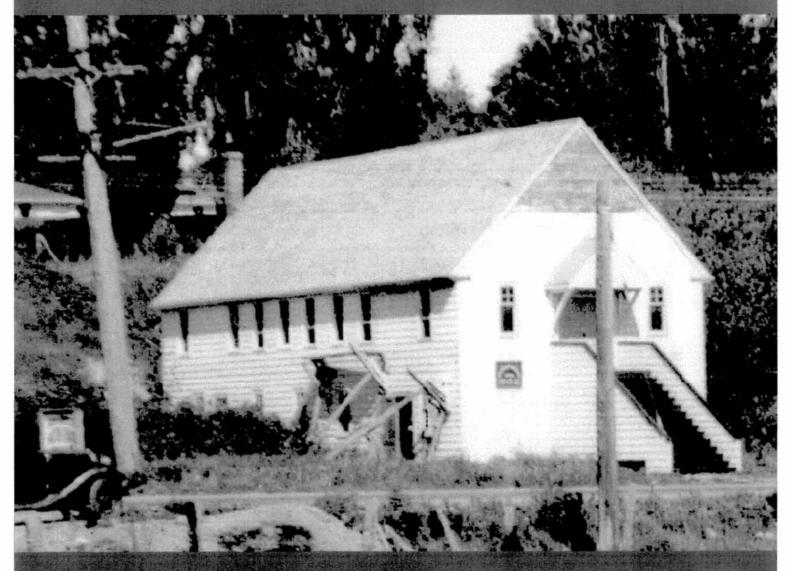
16017 8th AVENUE, SURREY B.C.

SECTIONS

Appendix "B"

SEVENTH DAY ADVENTIST CHURCH 16017-8 AVENUE, SURREY CONSERVATION PLAN

NOVEMBER 2011



DONALD LUXTON &



DONALD LUXTON AND ASSOCIATES INC.

1030 - 470 GRANVILLE STEET VANCOUVER BC V6C 1V5 info@donaldluxton.com 604 688 1216 www.donaldluxton.com

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1.0 INTRODUCTION

The Seventh Day Adventist Church, located at 16017-8 Avenue in the Douglas neighbourhood of Surrey, was completed in 1920 and features modest Craftsman-style architectural details. The building has remained relatively unaltered, save an unsympathetic addition at the front of the building, which will be removed, and the replacement of the original windows on the ground floor, which will be restored. While the church has remained in the same location for the past ninety years, the building will be moved to the northwest corner of the site in order to increase the functionality of the future use of the building as a rentable event space.



Early archival photograph of the Seventh Day Adventist Church

2.0 HISTORY

The Douglas neighbourhood of Surrey is positioned in the extreme southwest corner of the municipality, and is bounded by White Rock to the west, and Semiahmoo Bay and the United States border to the south. The border with White Rock is simply a municipal division; the Douglas neighbourhood and the community of White Rock share much history, as illustrated by the Seventh Day Adventist Church, which is located on the border between the two municipalities.

Surrey's Douglas neighbourhood was first home to a Semiahmoo First Nations settlement, which still exists today, and, beginning in 1879, European settlers. The New Westminster Southern Railway opened in 1891, and that same year, Canada Customs moved its operations to the international border. The new Douglas entry port was named after the first governor of the Crown Colony of British Columbia, James Douglas. Due to unfavourable conditions along the New Westminster Southern route, the Great Northern Railway constructed a new route along the waterfront by 1909. The subsequent opening of the Outport of White Rock spurred the decision to downgrade the Outport of Douglas to a Preventive Station. Despite the diminished importance of the Douglas station, the small community continued to grow through the 1910s and one year after the completion of the Seventh Day Adventist Church in 1920, the Peace Arch, which stands at the border between Canada and the United States, was erected. The following nine decades have witnessed immense change in both Douglas and White Rock, as both communities have grown substantially, fundamentally changing their wilderness character to that of a bustling suburban centre.

The history of the Seventh Day Adventist Church at 16017-8 Avenue echoes much of the history of the Douglas neighbourhood and White Rock. As one of the oldest churches associated with White Rock, the building is a tangible reminder of the early days of the settlements along Semiahmoo Bay. Upon the church's completion in 1920, the surrounding communities were reaching a point at which additional civic and cultural facilities were necessary to serve the growing populations. Community halls and churches helped to satisfy some of this demand and the Seventh Day Adventist Church is a prime, intact example of an early cultural facility that has served the local community for more than ninety years. Its preservation and restoration will ensure that the building serves the Douglas and White Rock communities well into the future.

3.0 STATEMENT OF SIGNIFICANCE



Name of the Historic Place: Seventh Day Adventist Church

Address: 16017-8 Avenue, Surrey **Date of Construction:** 1920

Description of the Historic Place

The Seventh Day Adventist Church is a two storey, front-gabled, wood-frame, church building, located at 16017-8 Avenue in the Douglas neighbourhood of Surrey. The church sits on the border between Surrey and White Rock and is one of the oldest churches associated with the community of White Rock.

Heritage Value of the Historic Place

Constructed in 1920, the Seventh Day Adventist Church is valued for the early development of White Rock and the Douglas neighbourhood of Surrey. The church was constructed for The British Columbia Association of Seventh Day Adventist, which was established in 1902. The White Rock congregation of the Church was established in 1918. Services were first held in local homes before local resident Dovie May Roper (1877-1942) donated land on her farm for a dedicated church building. The Seventh Day Adventist Church was completed on November 23, 1920 and the first services were held that evening. The building also served as a day school. This dual function of the

church building illustrates the important civic and cultural contributions that the Church made to the communities along Semiahmoo Bay, including White Rock and Douglas, as they grew in the early twentieth century.

The Seventh Day Adventist Church is additionally significant for its modest Craftsman-style architecture, notably its front gable and lapped wooden siding. Craftsman style architecture, which evolved from the British Arts and Crafts style, was typified by the use of natural materials and a mix of traditional design elements. Popularized through countless periodicals and plan books, expressing both the traditional aspects of the Arts and Crafts movement as well as modern lifestyles, the Craftsman style was one of the most predominant in the early building boom days throughout the Lower Mainland of British Columbia. Incorporating quality local materials produced in local sawmills, such as horizontal lapped wooden siding and wooden bargeboards, the Seventh Day Adventist Church illustrates the pervasive influence of the Arts and Crafts movement during the early development of Surrey and White Rock.

Character-Defining Elements

The character-defining elements of the Seventh Day Adventist Church include its:

- location at the corner of 8th Avenue and 160 Street in the Douglas neighbourhood of Surrey;
- institutional form, scale and massing, as expressed by its two-storey height, front gable and symmetrical, rectangular plan;
- wood-frame construction;
- modest Craftsman-style architecture, as illustrated by its: horizontal lapped wooden siding, eave returns, closed soffits and bargeboards;
- original 4-over-1 pane, double-hung, wooden window assemblies on the east and west façades of the second floor; and
- external red brick chimney.

4.0 CONSERVATION GUIDELINES

4.1 NATIONAL STANDARDS AND GUIDELINES

The Parks Canada Standard and Guidelines for the Conservation of Historic Places in Canada (2010) has been used to assess the conservation interventions at the Seventh Day Adventist Church. Under the guidelines, it is proposed that alterations to the structure consist mainly of preservation, with additional acts of rehabilitation and restoration as defined below:

Preservation: 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.

Rehabilitation: the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

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

Interventions should be based upon the Standards outlined in the *Standards and Guidelines*, which are conservation principles of best practice. The following General Standards should be followed when completing any work on an historic property.

Standards for All Conservation Projects

- 1. Conserve the heritage value of a historic place. Do not remove, replace, or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.
- 2. Conserve changes to a historic place, which over time, have become character-defining elements in their own right.
- 3. Conserve heritage value by adopting an approach calling for minimal intervention.
- 4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.
- 5. Find a use for a historic place that requires minimal or no change to its character-defining elements.
- 6. Protect and, if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.
- 7. Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.

- 8. Maintain character-defining elements on an ongoing basis. Repair character-defining elements by reinforcing the materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.
- 9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable upon close inspection. Document any intervention for future reference.

Additional Standards relating to Rehabilitation

- 10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.
- 11. Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
- 12. Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

Additional Standards relating to Restoration

- 13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
- 14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

4.2 GENERAL CONSERVATION STRATEGY

The conservation strategy for the Seventh Day Adventist Church involves the overall preservation of the building, including the restoration of the first floor windows on the east and west façades and also the restoration of the front-gabled entrance and front steps. The building will be relocated to the northwest corner of the existing lot. This will accommodate the provision of ample parking facilities on the eastern portion of the lot. The relocation of the Seventh Day Adventist Church building will also enhance the prominent corner location of the historic structure. Character-defining elements of the main façades will be preserved.

4.3 CONSERVATION RECOMMENDATIONS

4.3.1 Site

The Seventh Day Adventist Church is situated in its original location, slightly set back from the south property line along 8 Avenue and significantly set back from 160 Street. An archival photograph indicates that the church was originally surrounded by minimal greenery, with

significant mature trees and plantings on neighbouring sites. Though the surroundings have changed from when the church was completed in 1920, the Seventh Day Adventist Church remains intact with a high degree of its original integrity. It is proposed that the building will be relocated to the northwest corner of the existing lot, which will enhance the prominent corner siting of the building.

Conservation Recommendation: Rehabilitation

The current design scheme for the subject property proposes the relocation of the Seventh Day Adventist Church building on the existing lot, which is the least intrusive relocation approach with regards to loss of historic context and invasive work to the structure. It is advised that the building be picked-up and moved from the first floor joists up — which will result in the necessary reconstruction of the lower floor of the building. This measure is deemed acceptable due to the fact that the lower floor of the building has been significantly altered over time and possess little to no historical or structural integrity.

The following **Relocation Guidelines** should be implemented for the relocation of the historic site:

- A relocation plan should be prepared prior to relocation that ensures that the least destructive method of relocation will be used.
- Alterations to the historic structure that are proposed to facilitate the relocation process should be evaluated in accordance with the Conservation Plan and reviewed by the Heritage Consultant.
- Only an experienced and qualified contractor shall undertake the physical relocation of the historic structure.
- Preserve the historic fabric of the exterior elevations as much as possible.
- The height of the new foundation and the reconstructed lower floor of the building should match those original to the structure as closely as possible, taking into account applicable codes and site demands.
- The chimney should be preserved and relocated along with the building. If necessary, the chimney can be dismantled and reassembled upon relocation of the structure.
- Provide utility installations for electricity, communication and other service connections underground if possible. All installations located above ground should be incorporated harmoniously into the design concept for the relocated structure.

4.3.2 Foundation

The original foundation of the Seventh Day Adventist Church is concrete. A new concrete foundation will need to be poured upon relocation of the church building.

Conservation Recommendation: Restoration

A new concrete foundation will be poured in preparation for the building to be relocated to the northwest corner of the site.



East façade of the building showing the foundation at the lower right corner

4.3.3 Exterior Wall Structure and Roof

The original wooden horizontal lapped siding on the second floor of the Seventh Day Adventist Church should be preserved. Originally, this lapped siding continued from the roof line to grade, however, the original siding on the lower floor of the building has been covered/removed on the west façade and has been altered/allowed to deteriorate on the east façade. The original first floor horizontal wooden lapped siding should be restored and painted to match the siding on the second floor – there should be no delineation between the two levels of the building in the appearance of the siding on the exterior of the structure. The roof of the church building was originally composed of cedar shingles; the current roof structure is also composed of cedar shingles and these appear to be intact. They should be maintained, as to ensure their longevity of use. If replacement of the roof is a consideration in the future, the same cedar shingle pattern should be observed.

Conservation Recommendation: Preservation & Restoration

- The second floor horizontal wooden lapped siding should be preserved. The siding should
 be documented and protected when the building is relocated to the northwest corner of
 the site. If any damage occurs during the relocation process, replacement siding should be
 fabricated to match the original, hardy plank is not an accessible replacement material.
- The original lower floor horizontal wooden lapped siding should be restored. This involves the removal of its covering on the west façade and the restoration of the wood on both the east and west façades. The colour of the restored should also match the siding found on the second floor. There should be no visible delineation between the two levels of the building in the appearance of the siding on the exterior of the building
- The current roof material should be properly maintained. Cedar shingles should continue to be used for repair and eventual replacement.



Original horizontal wooden lapped siding on the east façade



First storey wooden lapped siding



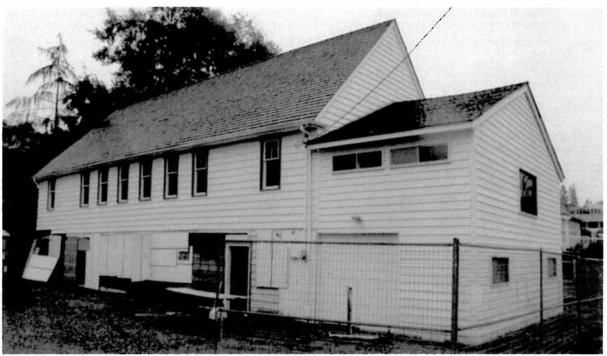
Cedar shingles on roof

4.3.4 Front Entrance

The original front entrance was hidden by the addition that was constructed on the south façade. After the addition is removed and the building is moved to the northwest corner of the site, the front entrance should be restored to match the original appearance of the entrance, according to the archival photograph. There are angular impressions on the siding above the original entrance that reveal the original location of the projected front-gabled entryway roof that was once attached. These marks should guide the location of the new front-gabled roof that is to be constructed over the entry doors. Wooden triangular brackets, that closely match the original, should be used to support the new roof structure.

Conservation Recommendation: Restoration

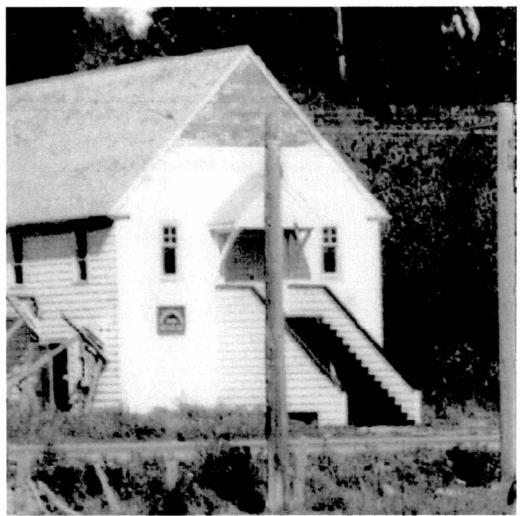
- Removal of the addition should be carried out by a professional, licensed contractor. Care should be taken to ensure as little damage is done to the original form of the building upon removal.
- The design of the new front entrance should closely match the original front entrance, as it appears in the archival photograph.
- The new front-gabled roof to be constructed above the entrance doors should be installed in a position that matches the marks left on the siding above the entrance doors. These marks reveal the original location of the projected gable and indicate the pitch of the roof. Wooden triangular brackets, that replicate the original, should be installed to support the roof. The roofing material should be cedar shingle, to match the roof of the main body of the building.
- Upon removal of the addition, replication wooden lapped siding should be installed to return the front façade to its original appearance.



Current view of the south façade of the Seventh Day Adventist Church featuring the addition, which is to be removed



Mark showing original location of front-gabled roof above entry doors



Original front entrance and steps on the south façade

4.3.5 Front Steps

The front steps of the Seventh Day Adventist Church should be restored after the front addition is removed on the south façade and the building is moved to its new location on the northwest corner of the site. The reconstruction of the steps should closely match the original steps, as documented in the archival photograph of the church. The steps should begin at ground level and land at the entrance to the second storey.

Conservation Recommendation: Restoration

- The new front steps should be designed in a way that closely matches their original size. There were originally 15 steps that lead from the ground to the second level of the church building if possible, the same number of steps should be reinstated.
- The original steps would have consisted of a wooden tread (with a rounded edge), which projected slightly over the riser. This design should be reinstated in the new staircase.
- The material for the new steps should be wood, hardy plank is not an acceptable material.
- The balustrades along the new staircase should be closed and composed of wooden siding that matches the original wooden siding of the building.

• The colour of the new steps should be grey and the balustrades white with ivory trim, to match the original wooden siding of the church (see colour scheme suggestions on page 18).

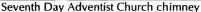
4.3.6 Chimney

One original external red brick chimney on the north elevation is extant. The chimney features a square shaft and a corbelled brick cap. The brickwork on the chimney appears to be in good condition. The chimney is to be retained and is to be moved in situ, along with the church building. The chimney is not currently functional, nor it be upon relocation of the building.

Conservation Recommendation: Preservation & Restoration

- Prior to relocation of the building, the chimney should be photographed in detail to ensure
 that it is well documented in the event that damage occurs during the relocation or if it is
 determined that the chimney will not survive the move intact.
- · The chimney should be braced during the move.
- If any damage occurs to the chimney during the move, it should be reconstructed to match its historic appearance.
- Upon relocation of the building, the chimney should be restored to match its original appearance, which would include the reconstruction of the corbelled brick cap.







Close-up of the original chimney

4.3.7 Windows

The windows of the Seventh Day Adventist Church are wood frame and original to the construction of the building. The second floor windows, on the east, west and south façades, are intact and operable. The first floor windows on the east façade have been replaced, but their original outline remains intact. The first floor windows on the west façade have also been replaced, but their original internal wood frames remain. Special attention should be paid to the original location of the lower floor windows due to the fact that the lower floor of the building is to be reconstructed. The original window locations should be noted on the architectural drawings for the relocation of the church building. Upon relocation, matching windows should be installed on the east elevation of the reconstructed lower level in their historically appropriate locations; if feasible, historically appropriate windows could also be installed on the west elevation of the lower level. Relocation of the building should not jeopardize the integrity of the windows.

Conservation Recommendation: Preservation & Restoration

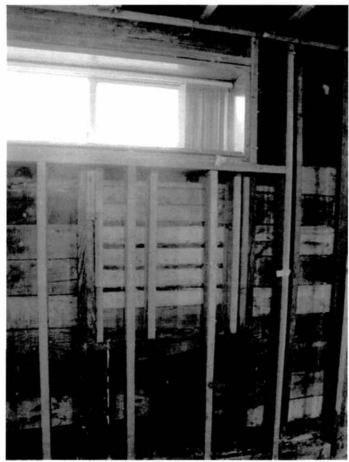
- If any damage occurs to the windows during the move or at any other time during the life span of the building, they should be repaired with compatible materials or replicated to match the existing historic windows.
- Vinyl, aluminium, or fibreglass windows are not acceptable replacements.
- Original historic windows are preferred over modern replacements, so special care and
 consideration should be taken to ensure the windows are properly maintained over the
 continued life span of the building.
- The first floor windows on the east (and if feasible, the west) façade should be restored with windows that closely match the appearance of the original windows. These new windows should be installed in the location of the original windows, based on the frames and outlines that are evident on the façade.



Original historic windows of the Seventh Day Adventist Church on the west façade of the second storey



Original window outlines on the east façade of the first floor



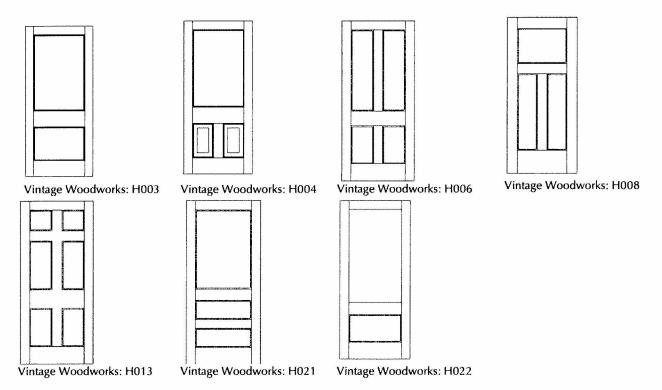
Original wooden frames on the west side of the first floor

4.3.8 Doors

The exterior doors of the church building are not original. If needed, doors can be replicated or salvaged (see trade recommendations on page 19) to match originals. The original doors of the church were most likely a double assembly – an example of double historic church doors have been provided below. This door style would be appropriate for the church building:



Several appropriate styles are fabricated by Vintage Woodworks of Victoria, B.C. and have been pictured below. Doors should be made of solid wood and should feature historically appropriate hardware. Vinyl, fibreglass, hardy plank, and metal are not acceptable materials and should not be used in the construction of replica doors.



4.3.9 Colour Scheme

Due to the available black and white archival photo of the church building, it can be assumed that the structure was originally painted white, with a dark colour on the top of the balustrade and the front steps. The current colour scheme of the church building is close to, but not original to the construction of the structure. Repainting will be required upon relocation of the building, due to the necessary reconstruction of the lower floor and the restoration of the front façade and staircase.

It is suggested that the following colour scheme be followed in order to restore the building to an historically appropriate appearance. The colours have been matched to the Benjamin Moore *Historical Vancouver True Colours* palette:

ALL WINDOW FRAMES/TRIM/DOORS*

Benjamin Moore, Historical Vancouver True Colours #VC-1 "Oxford Ivory"



Oxford Ivory

BALUSTRADE/STEPS

• Benjamin Moore, Historical Vancouver True Colours #VC-26 "Edwardian Porch Grey"



Edwardian Porch Grey

WOODEN SIDING

White

*If doors are replica solid wood doors (as opposed to salvaged doors) they can be simply stained and varnished as opposed to painted.

4.3.10 Recommended Trades: Windows and Doors

New Fabrications: Historically Appropriate Windows and Doors Vintage Woodworks, Inc.

Victoria, B.C. T: 1-866-833-4777 250-386-5354 info@vintagewoodworks.ca www.vintagewoodworks.ca

Housewright Building & Restoration Ltd.

Philip Finlayson Vancouver, B.C. T: 778-988-3492 604-420-0797 pfinlayson@house-wright.ca

Salvaged Doors
Jack's New and Used Building Materials
4912 Still Creek Avenue
Burnaby, BC V5C-4E4

604-2992967

Surrey New and Used 17861 64 Avenue Surrey, BC V3S 1Z4 (604) 576-8488

5.0 HERITAGE EQUIVALENCIES AND EXEMPTIONS

Designated heritage properties are eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following provincial legislation.

BC Building Code

Building Code upgrading is the most important aspect of heritage building rehabilitation, as it ensures life safety and long-term protection for the resource. It is essential to consider heritage buildings on a case-by-case basis, as the blanket application of Code requirements do not recognize the individual requirements and inherent strengths of each building. Over the past few years, a number of equivalencies have been developed and adopted in the British Columbia Building Code that enable more sensitive and appropriate heritage building upgrades. For example, the use of sprinklers in a heritage structure helps to satisfy fire separation and exiting requirements.

Given that Code compliance is such a significant factor in the conservation of heritage buildings, the most important consideration is to provide viable economic methods of achieving building upgrades. In addition to the equivalencies offered under the current Code, the City can also accept the report of a Building Code Engineer as to acceptable levels of code performance.

Energy Efficiency Act

The Energy Efficiency Act (Energy Efficiency Standards Regulation) was amended in 2009 to include the following definition:

"designated heritage building" means a building that is

- (a) a Provincial heritage site within the meaning of the Heritage Conservation Act or otherwise included in the Provincial heritage register under that Act,
- (b) protected through heritage designation or included in a community heritage register by a local government under the Local Government Act,
- (c) protected through heritage designation or included in the heritage register by the Council under the Vancouver Charter, or
- (d) protected through heritage designation or included in a community heritage register by the Trust Council or a local trust committee under the Islands Trust Act.

Under this new definition, Energy Efficiency standards do not apply to windows, glazing products, door slabs or products installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

These provisions do not preclude that heritage buildings must be made more energy efficient, but they do allow a more sensitive approach of alternate compliance to individual situations and a higher degree of retained integrity. Increased energy performance can be provided through non-intrusive methods such as attic insulation, improved mechanical systems, and storm windows. Please refer to *Standards and Guidelines for the Conservation of Historic Places in Canada* for further detail about "Energy Efficiency Considerations."

6.0 RESEARCH SOURCES

PUBLICATIONS:

The Lord is Our Strength: A Historical Account of the Development of God's Work in British Columbia. Graham, Malcolm. Abbotsford, BC: Seventh-day Adventist Church. 2002.

Years of Promise: White Rock 1858-1958. Ellenwood, Lorraine. White Rock, BC: White Rock Museum & Archives Society. 2004.

BRITISH COLUMBIA VITAL EVENTS:

Roper, Dovie May, died: April 23, 1942, age 64, White Rock. Reg. #1942-09-604497

Appendix "C"

VARIATION TO BY-LAWS

1. Section B Permitted Uses of Part 31 Assembly Hall 1 (PA-1) Zone of the Surrey Zoning Bylaw, 1993, No. 12000, as amended is varied or supplemented as follows:

The following uses are added to the uses already permitted in the PA-1 Zone:

- meeting hall;
- community resource centre;
- community theatre;
- adult daycare;
- office uses;
- antique store;
- craft store;
- art gallery (art retail permitted); and
- coffee shop.
- 2. Section F Setbacks of Part 31 Assembly Hall 1 (PA-1) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied or supplemented as follows:

The minimum *front yard setback* (8 Avenue) for the *principal building* is reduced from 7.5 metres [25 ft.] to 5.4 metres [18 ft.] for the *principal building* face and to 0 metres to allow for risers to encroach into the normally required *front yard setback* area.

The minimum *side* yard *setback* on *flanking* street (160 Street) for the *principal* building is reduced from 7.5 metres [25 ft.] to 1.7 metres [6 ft.].

3. Section H Off-Street Parking and Loading/Unloading of Part 31 Assembly Hall 1 (PA-1) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied or supplemented as follows:

H.1 and H.2 are deleted and replaced with the following: A total of 12 off-street parking spaces are to be provided.

4. Section I Landscaping of Part 31 Assembly Hall 1 (PA-1) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied or supplemented as follows:

I.2 is deleted and I.3 is renumbered as "I.2".

(Note: Terms used in Appendix "C" of this Agreement that are italicized are defined in the Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.)

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