

CITY OF SURREY

BY-LAW NO. 19279

A bylaw to enter into a heritage revitalization agreement
.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 15 of the Local Government Act, R.S.B.C. 2015, Chapter 1, 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: 029-845-793
Lot 1 Section 28 Township 8 New Westminster District Plan EPP60921
(18922 88 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.
- 2. 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 Bylaw may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement Bylaw, 2017, No. 19279"

PASSED FIRST READING on the 29th day of May, 2017.

PASSED SECOND READING on the 29th day of May, 2017.

PASSED THIRD READING on the 12th day of June, 2017.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 27th day of July, 2017.



MAYOR



CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 20 , No. 19279]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 27th day of July, 20 17

BETWEEN:

CITY OF SURREY,
as represented by Realty Section, Engineering Department
13450 104 Avenue
Surrey, British Columbia V3T 1V8

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 13450 104 Avenue
Surrey, British Columbia V3T 1V8

(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: 029-845-793
Lot 1 Section 28 Township 8 New Westminster District Plan EPP60921

18922 88 Avenue

(the "Lands");

- B. 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;
- D. For the purpose of conservation of the *heritage value* and *heritage character* of the 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 "McGinn Engineering & Preservation Ltd. Plan");
- G. The improvements or features identified in the Conservation Plan as the Port Kells Fire Hall No. 7 (the "Fire Hall") is listed on the Surrey Heritage Register and the Owner and the City consider that the Fire Hall has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Fire Hall; and
- H. The Lands are subject to variances 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 610 of the Local Government Act, R.S.B.C. 2015, Chapter 1, as amended, re-enacted or consolidated from time to time and any successor statute (the "Local Government Act"), as follows:

Conservation Plan

- 1. (a) The Conservation Plan and the McGinn Engineering & Preservation Ltd. Plan form part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan or McGinn Engineering & Preservation Ltd. Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and McGinn Engineering & Preservation Ltd. 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 of the Fire Hall and Lands to be undertaken and completed pursuant to this Agreement, including, but not limited to: form, scale and massing; garage doors; cladding; windows; fascia and trim; soffits; roof surface; and hose tower.

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 and the McGinn Engineering & Preservation Ltd. 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 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 McGinn Engineering & Preservation Ltd. Plan.
 - (d) In the event the Fire Hall is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Fire Hall 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 Fire Hall. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Fire Hall shall reflect the character-defining elements and design components including, but not limited to: distinctive massing of two discernable forms – the rectangular, two storey, gabled roofed original building, and the rectangular, one storey, flat roof east addition; original wood window frames with projecting sills at the second floor; original fixed, muntined, vertical three-paned windows (2) at the ground floor, west façade; gabled hose tower which extends above the original roof line; surviving wood overhead with upper glazed panels at the west original fire hall overhead door opening; and the fireman's pole, extending between the first and second floor, all as subject to approval by the City Architect or designate.
 - (e) In the event the Fire Hall is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Fire Hall. 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 Fire Hall. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the Fire Hall 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 Fire Hall 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 \$28,890.65 indexed to the Vancouver Consumer Price Index (CPI) with 2017 being the base year, except that if the Fire Hall 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 its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should the Fire Hall become vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Fire Hall 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 Fire Hall, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the Fire Hall, 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 and to conduct inspections to determine that the security measures continue to be in place.
- (h) Should the Fire Hall 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) Once the Fire Hall is occupied, there must be appropriate security measures in place to maintain the integrity and security of the Fire Hall and Lands. Should the Fire Hall become vacant and unoccupied for a period of 30 days or more, the requirements in 2(g) apply, including the right of the City to enter onto the Lands to carry out the necessary works at the expense of the Owner and confirm that security measures are in place, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide to the City in writing a 24-hour emergency contact number.
- (j) 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 and in the McGinn Engineering & Preservation Ltd. 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.

- (k) 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 McGinn Engineering & Preservation Ltd. Plan.
- (l) 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 Community Charter, S.B.C. 2003, c.26 (the "Community Charter").

Variations to By-laws

- 3. The Lands are subject to variances contained in Appendix "C".

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 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 McGinn Engineering & Preservation Ltd. Plan and as agreed by the City in writing 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 nonperformance 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 work or action of the Owner in performance of its obligations, 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 Local Government Act and the Community Charter, 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 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 McGinn Engineering & Preservation Ltd. 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

12. 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
13450 104 Avenue
Surrey, British Columbia V3T 1V8

If to the Owner:

Attn: Realty Section, Engineering Department
CITY OF SURREY
13450 104 Avenue
Surrey, British Columbia V3T 1V8

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 McGinn Engineering & Preservation Ltd. 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 Local Government Act, and the Heritage Conservation Act, 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

22. 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.



CITY OF SURREY

NICHOLAS RAWCLIFFE
Manager Realty Services

CITY OF SURREY



Linda Hepner
Mayor



Jane Sullivan
City Clerk

Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The Port Kells Fire Hall No. 7 ("Fire Hall") is located at 18922 88 Avenue, Surrey. The two-storey wood framed building features a vernacular agricultural hall design. It was adapted to a Fire Hall with the east addition and hose tower.

2. Heritage Value of Historic Place

The Fire Hall is a two-storey wood frame building located on 88th Avenue, adjacent to the Port Kells Community Hall. The main building was erected in 1923 by the Surrey Farmers Institute for use as an Agricultural Hall. The Institute then leased the building to the Port Kells Congregation of the United Church of Canada from 1935 to 1947 when it was then leased to the District of Surrey for use as a fire hall. A one-storey, flat roof addition of two vehicle bays on the east side was designed by Louke B. Kleyne, Architect and constructed in 1967.

The value of the Fire Hall lies in the social and historical significance of its integral role in the growth of Port Kells, in its development from an outlying village to a suburban community of Surrey. The Fire Hall is also valued for its architectural significance as a vernacular agricultural hall design, as there are very few of these buildings remaining. It was later adapted to a fire hall with the east addition and hose tower.

3. Character Defining Elements

Key elements that define the heritage character of the Fire Hall include its:

- Location in the heart of Port Kells, adjacent to the Library,
- Its distinctive massing of two discernable forms – the rectangular, two-storey, gabled-roofed original building, and the rectangular, one-storey, flat roof east addition,
- Original wood window frames with projecting sills at the second floor,
- The original fixed, muntined, vertical three-pane windows (2) at the ground floor, west façade,
- The gabled hose tower, which extends above the original hall roof line,
- The surviving wood overhead, wood-paneled garage door with 12 lites in the west bay,
- The fireman's pole, extending between the first and second floor.

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The restoration of the Fire Hall, including works that are consistent with Part III – Restoration Standards and Specifications, must commence within 60 days following the adoption of a by-law to enter into this Agreement.

B. Maintenance Strategy

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

The Maintenance Plan shall be prepared with input from a conservation architect or qualified heritage consultant that is acceptable to the City. 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 Fire Hall 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 Fire Hall;
- (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 Fire Hall.

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, restoration of the Fire Hall shall commence within 60 days following the adoption of a by-law to enter into this Agreement and be carried out pursuant to a building permit issued by the City authorizing the works. The Owner shall insure that the restoration of the Fire Hall shall be completed and a final occupancy permit or equivalent for the Fire Hall shall be issued within one year of the adoption of a by-law to enter into this Agreement.

4. Heritage Alteration Permit(s) Approval

A. Changes to the building, structure, exterior appearance of the Fire Hall, features on the Lands identified in the Conservation Plan, the McGinn Engineering & Preservation Ltd. 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 McGinn Engineering & Preservation Ltd. Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Fire Hall;
- (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 conservation architect or qualified heritage consultant acceptable to the City; or
- (c) simple repair and maintenance of existing elements not affecting the *building* structure, exterior or interior appearance of the Fire Hall.

C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:

- (a) changes to the Fire Hall structure;
- (b) changes to the exterior appearance of the Fire Hall;
- (c) replacement of existing elements and/or construction of additions to the Fire Hall;
- (d) changes to the external appearance of the Fire Hall 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, McGinn Engineering & Preservation Ltd. Plan, and with heritage alteration permits sanctioning construction, alterations or other actions.

As the Fire Hall 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.

6. Conditions

- A. The works specified in Part III and attachments to this Conservation Plan shall be supervised by a conservation architect or qualified heritage consultant acceptable to the City.
- B. The works specified in Part III and attachments to this Conservation Plan shall be approved by a conservation architect or qualified heritage consultant acceptable to the City prior to the City granting final building approval.

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Form, Scale and Massing:

See Section 3.2.1 “Form, Scale and Massing” of the McGinn Engineering & Preservation Ltd. Plan.

2. Garage Doors:

See Section 3.2.2 “Garage Doors” of the McGinn Engineering & Preservation Ltd. Plan.

3. **Cladding:**

See Section 3.2.3 "Cladding" of the McGinn Engineering & Preservation Ltd. Plan.

4. **Windows:**

See Section 3.2.4 "Windows" of the McGinn Engineering & Preservation Ltd. Plan.

5. **Fascia & Trim:**

See Section 3.2.5 "Fascia & Trim" of the McGinn Engineering & Preservation Ltd. Plan.

6. **Soffits:**

See Section 3.2.6 "Soffits" of the McGinn Engineering & Preservation Ltd. Plan.

7. **Roof Surface:**

See Section 3.2.7 "Roof Surface" of the McGinn Engineering & Preservation Ltd. Plan.

8. **Hose Tower:**

See Section 3.2.8 "Hose Towers" of the McGinn Engineering & Preservation Ltd. Plan.

9. **Doors:**

See Section 3.2.9 "Doors" of the McGinn Engineering & Preservation Ltd. Plan.

10. **Colour Schedule:**

See drawing A500 "Aerial View from Southeast" of the McGinn Engineering & Preservation Ltd. Plan.

The exterior paint colour 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 Fire Hall or heritage colours appropriate for the period of the Fire Hall.

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.

Prior to final paint application, samples of the colours should be placed on the *building* to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the heritage consultant.

11. **Interior:**

See Section 3.2.10 "Fire Pole" of the McGinn Engineering & Preservation Ltd. Plan.

Changes to the interior of the Fire Hall that do not affect the exterior appearance of the Fire Hall are permitted without prior issuance of a heritage alteration permit.

12. New Construction:

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

13. Trees and Landscaping:

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

14. Accessory Buildings and Structures:

Proposed accessory buildings are subject to this Conservation Plan.

No placement of *accessory buildings* or *structures* shall be permitted within 3 metres of the Fire Hall without first obtaining a heritage alteration permit.

15. Other:

The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or replaced by stylistically foreign elements, new replacements shall be consistent with the original design and done in consultation with an independent conservation architect or qualified heritage consultant acceptable to the City.

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.

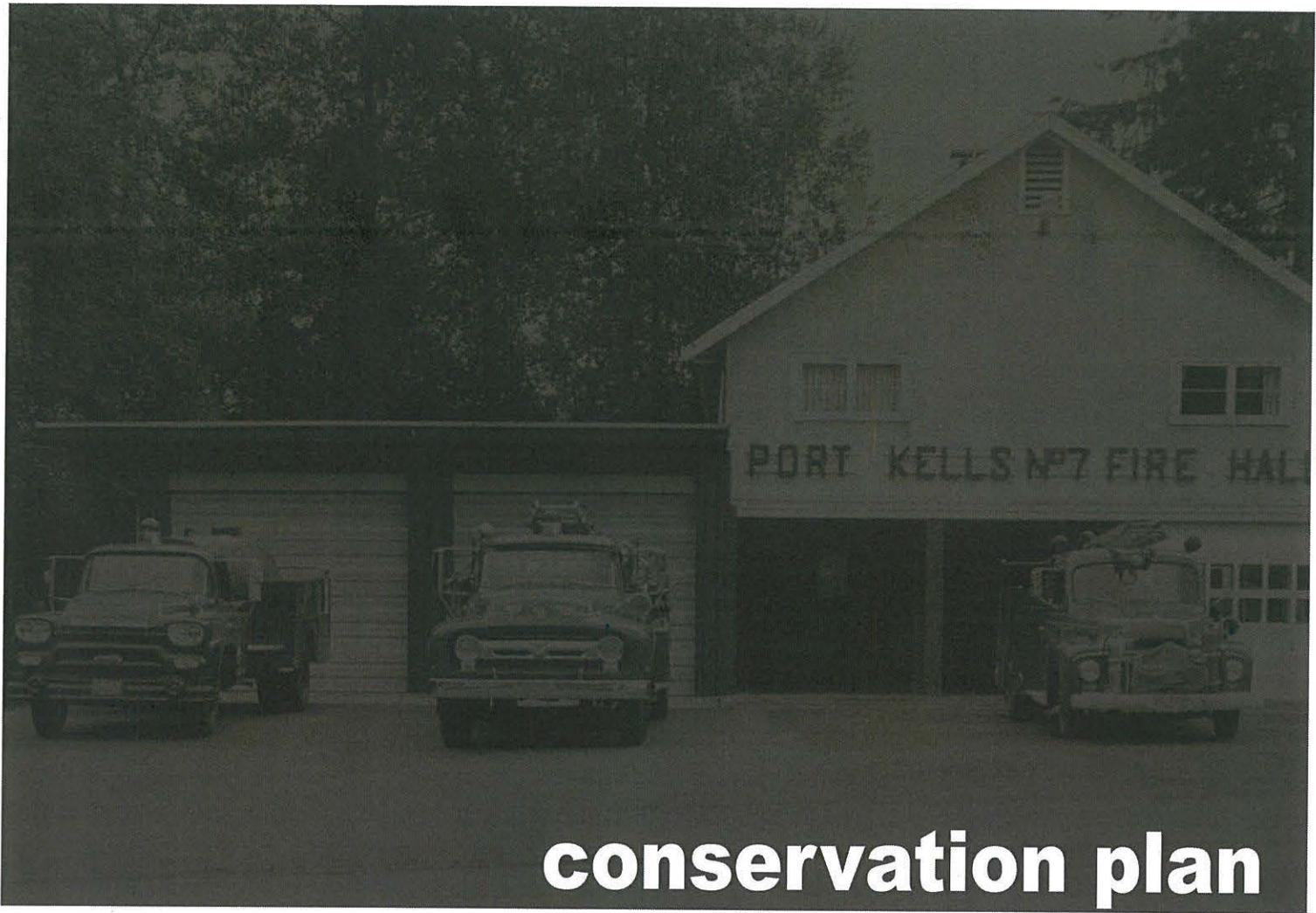
(Note: Terms used in Appendix "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.)

Appendix "B"

HERITAGE CONSERVATION PLAN
Port Kells Fire Hall No. 7, 18922 - 88 Avenue, Surrey Conservation Plan
McGinn Engineering & Preservation Ltd., January 2017

(The "McGinn Engineering & Preservation Ltd. Plan")

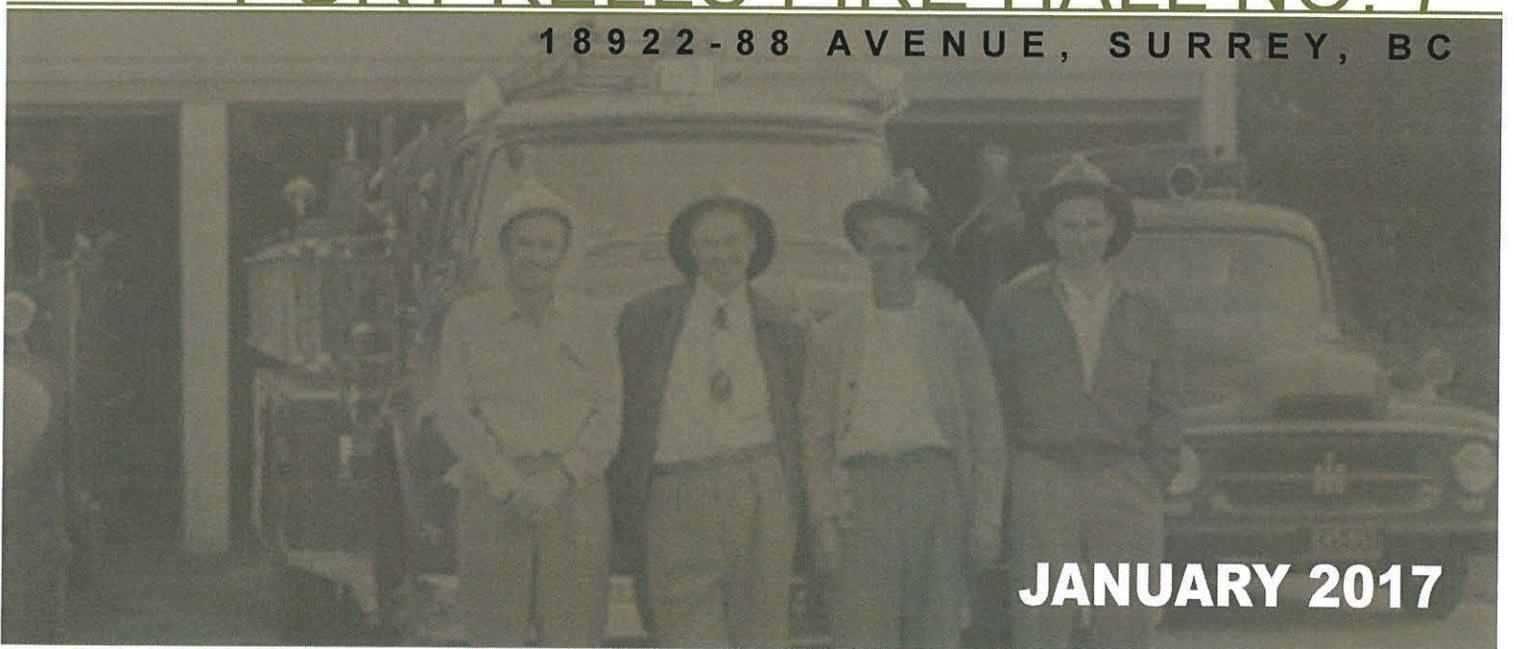
(Attachment beginning on the next page)



conservation plan

PORT KELLS FIRE HALL NO. 7

18922-88 AVENUE, SURREY, BC



JANUARY 2017



TDM PROJECTS INC.
6420 Rosebery Ave.
West Vancouver, BC. V7W 2C6



**McGinn Engineering &
Preservation Ltd.**
Barry McGinn Architect.

TABLE OF CONTENTS

1 HERITAGE VALUE ASSESSMENT2
2 POLICY FRAMEWORK.....4
3 CONSERVATION ASSESSMENT5
4 REAR ADDITION.....9
5 CONSERVATION STANDARDS.....10
6 PRELIMINARY OPINION OF PROBABLE COST.....13
7 MAINTENANCE PLAN.....13
8 REFERENCES.....14
9 APPENDICES14
9.1 Proposed Site Plan
9.2 Existing Condition Drawings
9.3 Rehabilitation & New Addition Drawings
9.4 Structural Assessment
9.5 Heritage Evaluation Worksheet



Early photograph of the Fire Hall with the original two-storey building to the right and the later addition to the left.

1 HERITAGE VALUE ASSESSMENT

1.1 History/Description of Port Kells Fire Hall No. 7

The Port Kells Fire Hall No. 7 is a two-storey wood frame building located on 88th Avenue, adjacent to the Port Kells Community Hall. The main building was erected in 1923 by the Surrey Farmers Institute for use as an Agricultural Hall. The Institute then leased the building to the Port Kells Congregation of the United Church of Canada from 1935 to 1947 when it was then leased to the District of Surrey for use as a fire hall. A one-storey, flat roof addition of two vehicle bays on the east side was designed by Louke B. Kleyne, Architect and constructed in 1967.



Early photograph of the Fire Hall, prior to the one-storey addition (c. 1947-1967)

1.2 Summary of Heritage Value

The value of Port Kells Fire Hall No. 7 lies in the social and historical significance of its integral role in the growth of Port Kells, in its development from an outlying village to a suburban community of Surrey. Port Kells Fire Hall No. 7 is also valued for its architectural significance as a vernacular agricultural hall design, as there are very few of these buildings remaining. It was later adapted to a fire hall with the east addition and hose tower.



The hall under construction c. 1923



Early photograph of the Fire Hall with an early fire engine



The Fire Hall, 1988

1.3 Character Defining Elements

The character-defining elements of the Port Kells Fire Hall No. 7 include:

- Location in the heart of Port Kells, adjacent to the Library,
- Proposed use by the Local Fire Fighters Union as a Union Hall,
- Its distinctive massing of two discernable forms – the rectangular, two-storey, gabled-roofed original building, and the rectangular, one-storey, flat roof east addition,
- Original wood window frames with projecting sills at the second floor,
- The original fixed, muntined, vertical three-pane windows (2) at the ground floor, west façade,
- The gabled hose tower, which extends above the original hall roof line,
- The surviving original overhead, wood-paneled garage door with 12 lites in the west bay
- The fireman’s pole, extending between the first and second floor.

2 POLICY FRAMEWORK

2.1 Heritage Designation

The building is currently listed in the Surrey’s Community Heritage Register as site number 206 with its significance classified as ‘Historical.’

2.2 Heritage Revitalization Agreement

Properties listed on Surrey’s Community Heritage Register may become protected heritage properties through a Heritage Revitalization Agreement (HRA).

An HRA is a by-law in the form of an agreement between the City and the owner of a registered heritage site. It has the flexibility to specify how a building or feature is to be restored and maintained. It can also be used to vary requirements found in other by-laws, either by being more restrictive or providing relaxations to by-law requirements.

This conservation plan is an integral part of the Heritage Revitalization Agreement.

2.3 Zoning Designation

The Port Kells Fire Hall No. 7 lies in the C-4 Local Commercial Zone. The use as a hall is a non-conforming use and must be conditionally approved by the City of Surrey. Below is a chart outlining the regulations for this zone:

	Regulation	Existing	Proposed (refer to section 4)
Density (Floor Surface Ratio)	0.40 max.	0.29	0.50
Lot Coverage	40% max.	19%	34%
Front Yard	25'-0" min.	26'-0"	no change proposed
Side Yards	20'-0" min.	9'-10" & 21'-0"	no change proposed
Rear Yard	25'-0" min.	64'-0"	37'-0"

3 CONSERVATION ASSESSMENT

3.1 Condition Assessment

CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
3.1.1	Form, Scale & Massing	The building has been altered overtime to suit its changing use. The original, two-storey, gabled hall structure remains visually distinguishable, and the later east, flat roof addition of two fire engine bays and the hose tower reflects its later use as a Fire Hall.	
3.1.2	Garage Doors	The western garage door is the only remaining original door. It is in good condition behind the contemporary aluminum cladding. The 3 other garage doors are contemporary aluminum in poor heritage character.	
3.1.3	Cladding	The original light stucco cladding on the hall portion and the vertical dark wood siding on the addition has been covered in same vinyl siding of poor heritage character, a treatment that does not reflect the difference in the additions. They were originally clad in different materials.	 

CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
3.1.4	Windows	<p>New vinyl windows have been inserted in the existing wood frames with projecting sills at the north and west upper windows. The frames look in reasonable condition.</p> <p>The original wood, fixed, muntined, three light windows at the ground floor exist on the west elevation and are in good condition.</p>	 
3.1.5	Fascia & Trim	The painted white fascia and window trim are in good condition.	
3.1.6	Soffits	A contemporary aluminum soffit in poor heritage character has been installed over the exposed rafters and roof board.	
3.1.7	Roof Surface	The asphalt tab shingle roof service is showing evidence of deterioration with curling up of the shingle edges and biological growth. It is estimated to have 3 to 5 years of service life remaining.	

CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
3.1.8	Hose Tower	The early addition hose tower remains in fair condition. The louvers, rafters and fascia are discoloured, and the asphalt tab shingle roof surface is at the end of its service life, evidenced by the extensive biological growth.	

3.2 Proposed Conservation Strategies

The Parks Canada Standards & Guidelines for the Conservation of Historic Places in Canada (2010) has been adopted by the Government of B.C. and most Federal agencies, for the assessment of the treatment of historic places. Under the Standards and Guidelines, the conservation strategies proposed for the proposed rehabilitation of Port Kells Fire Hall No. 7 may include aspects of preservation, restoration and rehabilitation, 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.

Restoration

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

Rehabilitation

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

In reality, all three of these conservation approaches will come into play in the proposed restoration and addition at the Port Kells Fire Hall No. 7.

3.2.1 Form, Scale & Massing

The original hall and later addition building's form, scale and massing will be preserved. The future users of the property are proposing a significant rear addition, which is addressed in section **4.0 Rear Addition**.

3.2.2 Garage Doors

The existing original overhead door on the west side of the original Fire Hall building is to be restored. The hall would be brought back to its original three door configuration with the two new doors to match the existing original. The garage doors on the flat-roof addition are not originals and would be upgraded to contemporary glazed doors.

3.2.3 Cladding

The existing vinyl siding is to be removed and new period wood drop siding in an off-white to be installed on the original Fire Hall building. The flat-roof addition is to be clad in a darker vertical cladding, hardie-panel or similar, in a dark brown or charcoal.

3.2.4 Windows

On the front façade of the original Fire Hall building, wood casement sash matching the originals are to be installed in the original refurbished wood frames. On the west elevation, similar wood casements will be installed within the 2nd floor refurbished wood frames, and the original surviving fixed, muntined windows at the ground floor will be preserved.

3.2.5 Fascia & Trim

The fascia and trim are in good condition and just require repainting.

3.2.6 Soffits

The existing contemporary aluminum soffits are to be removed to expose the rafters and roof boards, which are to be repainted.



3.2.7 Roof Surface

The roof surface should be replaced with a new tab composite asphalt shingle roof surface, as the current roof surface is nearly at the end of its service life. The original agricultural hall likely had 1"X4" roof boards and a sawn cedar shingle roof surface, but was likely replaced with the tight 1"X6" roof boards for a composition asphalt shingle surface.

3.2.8 Hose Tower

The louvers, fascia, trim, soffit and rafter ends are to be prepped and repainted. The roof of the hose tower should be replaced with a new composition asphalt tab shingle roof surface.

3.2.9 Doors

The west door will be replaced with a wood, frame and panel half-light door.

3.2.10 Fire Pole

The existing fire pole is in good condition and should be retained as it is a character-defining element.

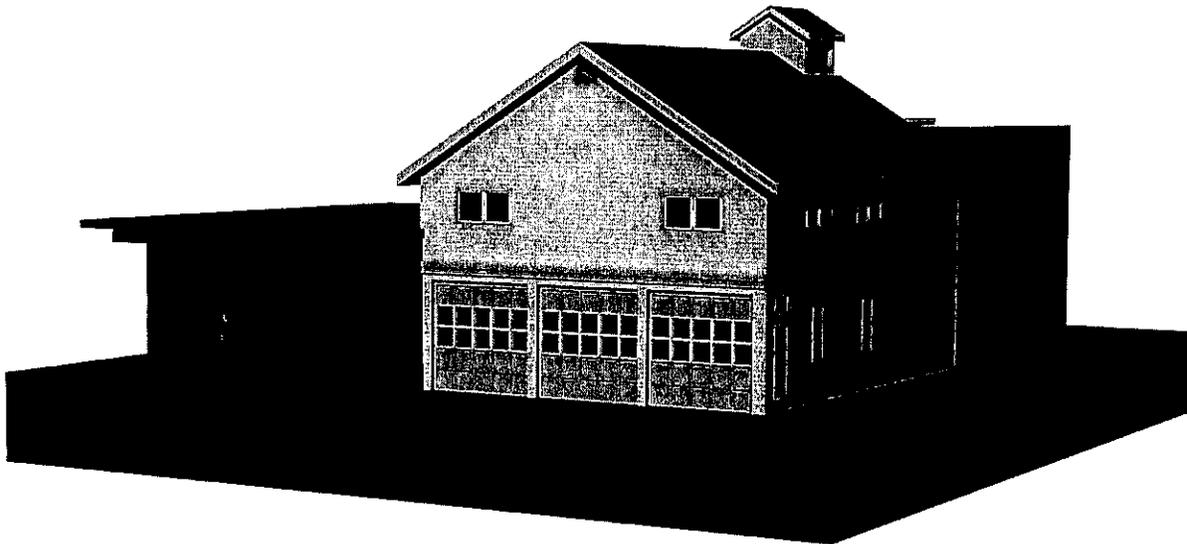
4 REAR ADDITION

The Local Firefighters' Union is contemplating purchasing Port Kells Fire Hall No. 7 from the City of Surrey for use as a Union Hall. In investigating this possible purchase, the Firefighters have determined they require a significant addition to accommodate their needs. The continued use of the building in any capacity by the Firefighters is considered a valuable asset by heritage standards as it ensures the memory of the historic place will not fade. Therefore, adapting of the historic place for this use is supported.

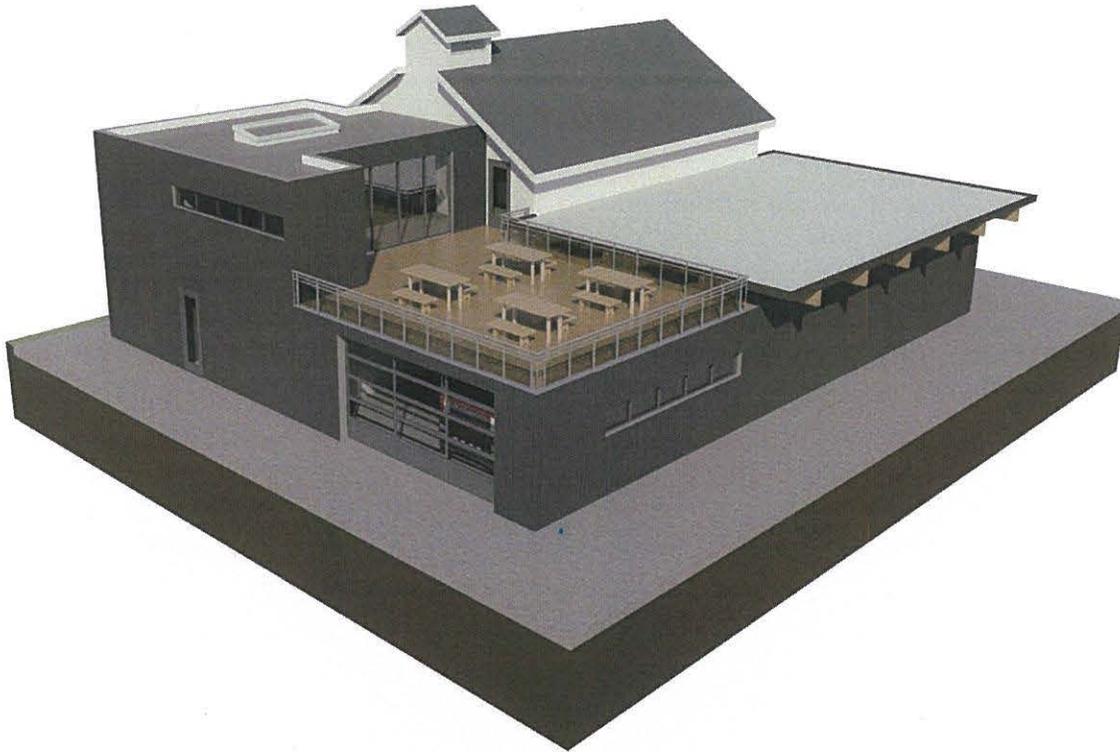
However, from an architectural standpoint, it is important the addition comply with 3 principles:

1. The new addition is to be easily discernable from the original heritage building;
2. The addition is to be sensitive to the heritage character, and not overpower the original heritage building; and
3. The addition could, at some future date, be removed and not adversely affect the original heritage building.

The proposed addition would be at the rear of the building, largely obscured from the street by the heritage building. It's massing would be inset (horizontally & vertically) from the heritage building, both the gabled original hall building and the later, flat-roof addition. It is not simply an extrusion of the gable form, but a more distinct, contemporary cubic massing with contemporary cladding, allowing it to be clearly discernable from the heritage building.



above: 3D model of the proposed rehabilitation from the Southeast corner. The new addition is not prominently visible from the front of the building (seen to the right of the white heritage building).



above: 3D model of the proposed rehabilitation from the Northwest corner. The new addition steps in from the heritage building, and drops below the roofline. It is visibly discernable from the heritage building with its contemporary cladding and blocky massing.

5 CONSERVATION STANDARDS

The following are the standards that define the principles of good conservation practice, and an assessment of how they relate to the proposed interventions for Port Kells Fire Hall No. 7.

CONSERVATION STANDARD		CONSERVATION STRATEGY
GENERAL STANDARDS FOR ALL PROJECTS		
1	<i>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.</i>	The building is remaining in place and will be sensitively restored, rehabilitated and preserved in a manner that maintains and enhances its heritage character.
2	<i>Conserve changes to a historic place, which over time, have become character-defining elements in their own right.</i>	The low-quality metal garage doors at the later, flat-roof addition do not detract from the character, but cannot be considered character-defining elements.
3	<i>Conserve heritage value by adopting an approach calling for minimal intervention.</i>	The proposed interventions will restore the hall building to its original character and allow sensitive rehabilitation in keeping with the building's heritage value.



4	<i>Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historic development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.</i>	Proposed interventions will comply with this standard, but also allow respectful rehabilitation to meet modern standards for its continued use by the firefighters.
5	<i>Find a use for a historic place that requires minimal or not change to its character-defining elements.</i>	The proposed continued use by the firefighters will allow minimal change to the building's character-defining elements and will be enhanced by the proposed upgrades.
6	<i>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.</i>	The building is generally secure at this time.
7	<i>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.</i>	This report identifies deficiencies and proposed interventions which retain or restore character-defining elements, and allow respectful rehabilitation to allow continuing use.
8	<i>Maintain character-defining on an on-going 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.</i>	The worn tab asphalt shingle roof surface will be replaced, the wood rafter tails and soffit will be exposed and finished, and the original surviving wood overhead door will be restored, and augmented with two restored doors of the same material and character.
9	<i>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.</i>	This conservation plan will provide guidance on future interventions to ensure maintenance of the building's heritage character-defining elements. Implementation measures will allow for the oversight of an independent heritage consultant.
ADDITIONAL STANDARDS RELATING TO REHABILITATION		
10	<i>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.</i>	The proposed intervention approach will generally comply with this Standard. The most significant deviation from this Standard is the choice to clad the original hall in new wood drop siding, rather than in a cementitious stucco, which was the original cladding material. The new user group have a strong objection to a stucco cladding, so an alternative, compatible period cladding (wood drop siding, period profile) has been proposed.



11	<i>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.</i>	The proposed new addition to the building is subordinate and physically discernable from the historic place through scale - it is smaller in size than the historic place; material - vertical contemporary hardiepanel; and architectural 'insets' both vertically and horizontally. The addition recedes behind the historic building when viewed from the street.
12	<i>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.</i>	The new addition does not affect the east, west and south facades of the historic building. The form and massing of the historic building is still visually distinguishable.
ADDITIONAL STANDARDS RELATING TO RESTORATION		
13	<i>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.</i>	The proposed intervention approach will generally comply with this Standard. As noted above, an alternative period cladding system is being proposed. Part of the rationale for this alternative cladding approach is the high likelihood of damage to the original stucco cladding resulting from the existing aluminum siding fasteners, hence, an entirely new cladding system is required in any event.
14	<i>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.</i>	The new windows and drop siding are to be constructed with profiles typical of that era of construction. The two new garage doors will be constructed as replicas of the existing west door.



6 PRELIMINARY OPINION OF PROBABLE COST

Port Kells Fire Hall No. 7 Adaptive Re-use Preliminary Opinion of Probable Cost		
Heritage Building		
Structural Upgrades to Original Fire Hall – Gr. Fl. Open Span & Bldg. Seismic	Steel beams, post to foundation connections, seismic upgrade (hurricane tie downs, stud tie-downs, etc.) <i>REFER TO APPENDIX 8.3 – STRUCTURAL REPORT</i>	\$44,500
Heritage Hall Overhead Door Restoration	New Wood Sectional Overhead Doors/hardware, c/w upper section glazed – two required	\$8,000
Heritage Hall Cladding	Demolition existing aluminum cladding & install new wood period drop siding – 2360 sq.ft. X \$7.10/sq.ft.	\$16,756
Heritage Hall Window Rehabilitation	Refurbish existing upper window frames, new wood casements, prepare and paint lower fixed wood windows.	\$7,000
East Garage Addition Cladding	Demolition existing aluminum cladding & install new hardipanel vertical cladding – 576 sq.ft. X \$5.10/sq.ft.	\$2,938
East Garage New Glazed Overhead Doors	3 new aluminum double glazed aluminum overhead doors – 3 X \$3200/ea	\$9,600
Heritage Hall/East Garage Addition Prep. & Painting	3536 sq.ft. X \$2.00/sq.ft.	\$7,072
Heritage Hall New Tab Asphalt Roof Surface	2285 sq.ft. X \$5.50/sq.ft.	\$12,567
New Heritage Hall Entry Door	New west wood frame and panel wood entry ½ light door, supply & install	\$2,000
New Rear Addition to Heritage Hall		
New, One-storey Rear Addition to East Garage	2"X6" wood frame, gluelam beams, SBS roof surface, hardipanel vertical cladding, new aluminum double-glazed overhead doors - \$124/sq.ft. X 975 sq.ft.	\$120,900
New, Two-storey Rear Addition to Heritage Building	2"X6" wood frame, wood joist roof framing, hardipanel vertical cladding, SBS roof surface - \$190.00/sq.ft. X 1950 sq.ft.	\$370,500
New Roof Deck Wear Surface/Railings	Concrete pavers on rubber pads, aluminum glazed perimeter railing	\$14,000
Nanawall to Roof Deck	Eight Panel Nanawall System w/ door	\$25,000
Meeting Room Skylight	Pitched, side vented skylight, 4'X10'X \$99.38/sq.ft.	\$3,975
Preliminary Opinion of Probable Construction Costs		\$644,808

The above preliminary opinion of probable construction costs does not include soft costs (consulting, permits, insurance, contractor bonds, etc.). At this early planning stage, it is prudent to apply a 25 to 35% contingency factor to project cost estimates.

7 MAINTENANCE PLAN

Activity	Description	Frequency
Wood Siding, Fascia, and Trim.	Prepare and paint wood siding, fascia, window trim and window frames	Every 5 – 8 years, depending on exposure and condition
Window Sealant	Selective putty replacement at wood windows.	Every 5 – 6 years
Gutters & Downspouts	Remove debris from gutters & downspouts to prevent build-up and damage	Every 6 months



8 REFERENCES

City of Surrey. *Surrey Community Heritage Register: Port Kells Fire Hall No. 7*. Retrieved March, 2016 from <http://www.surrey.ca/city-services/3365.aspx>

City of Surrey. (1998). *Surrey's Heritage Evaluation Worksheet: Port Kells Fire Hall No. 7*. Hugh McLean

Parks Canada (2010). *Standards and Guidelines for the Conservation of Historic Places in Canada*. Her Majesty the Queen in Right of Canada

9 APPENDICES

- 9.1 Proposed Site Plan**
- 9.2 Existing Condition Drawings**
- 9.3 Rehabilitation & New Addition Drawings**
- 9.4 Structural Assessment**
- 9.5 Heritage Evaluation Worksheet**

McCam Engineering & Preservation Ltd.
 Barry McGinn Architect
 #301-30 West Beaver St. Vancouver, BC
 Tel: (604) 273-8866 Fax: (604) 273-3827
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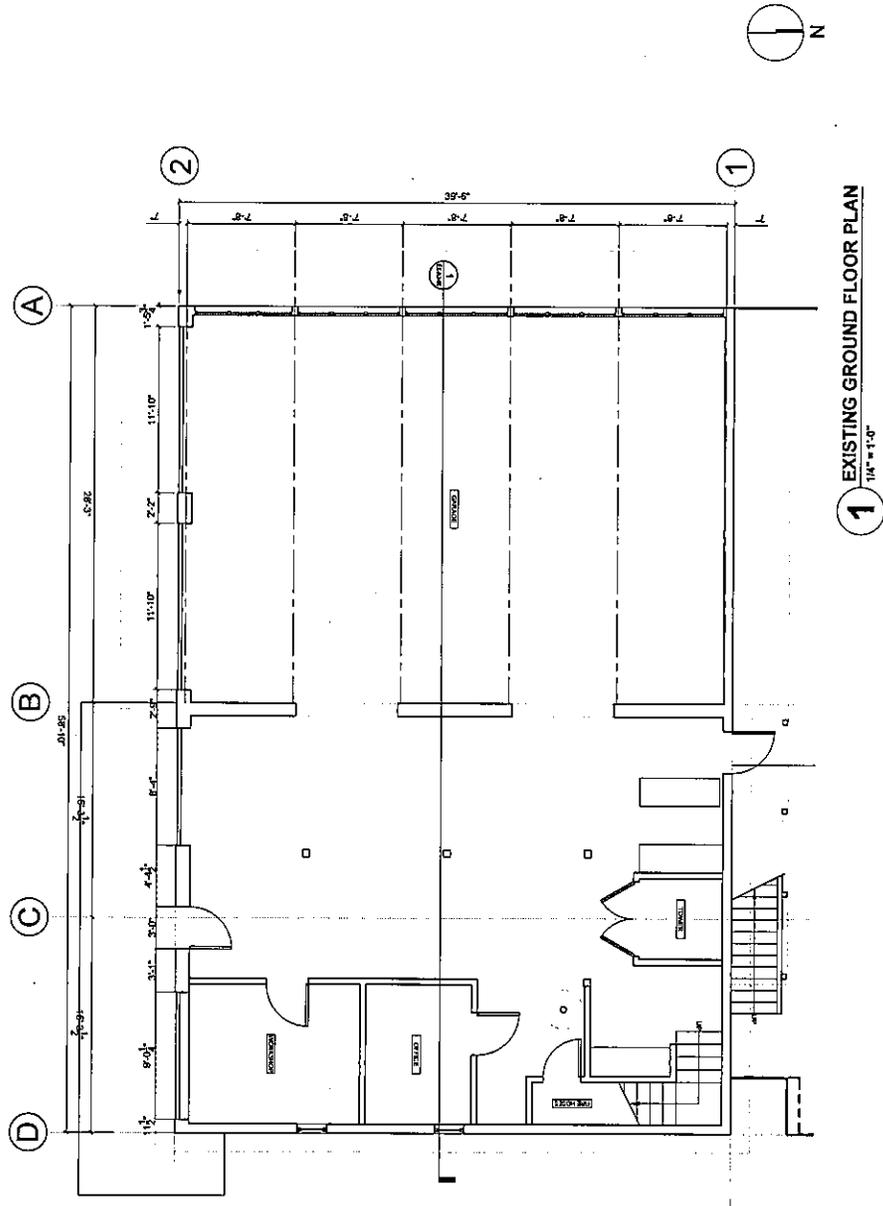
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PROJECT: **PORT KELLS FIRE HALL NO. 7**
 18022 88 AVE, SURREY, BC

TITLE: **EXISTING GROUND FLOOR PLAN**

DATE	BY
DATE	DESCRIPTION
SCALE	
1/4" = 1'-0"	
DWG#	

EX-A1-00



1 EXISTING GROUND FLOOR PLAN
 1/4" = 1'-0"

McGinn Engineering & Preservation Ltd.
 Barry McGinn Architect.
 180, 3710th, P.O. Box 15, Victoria, B.C.
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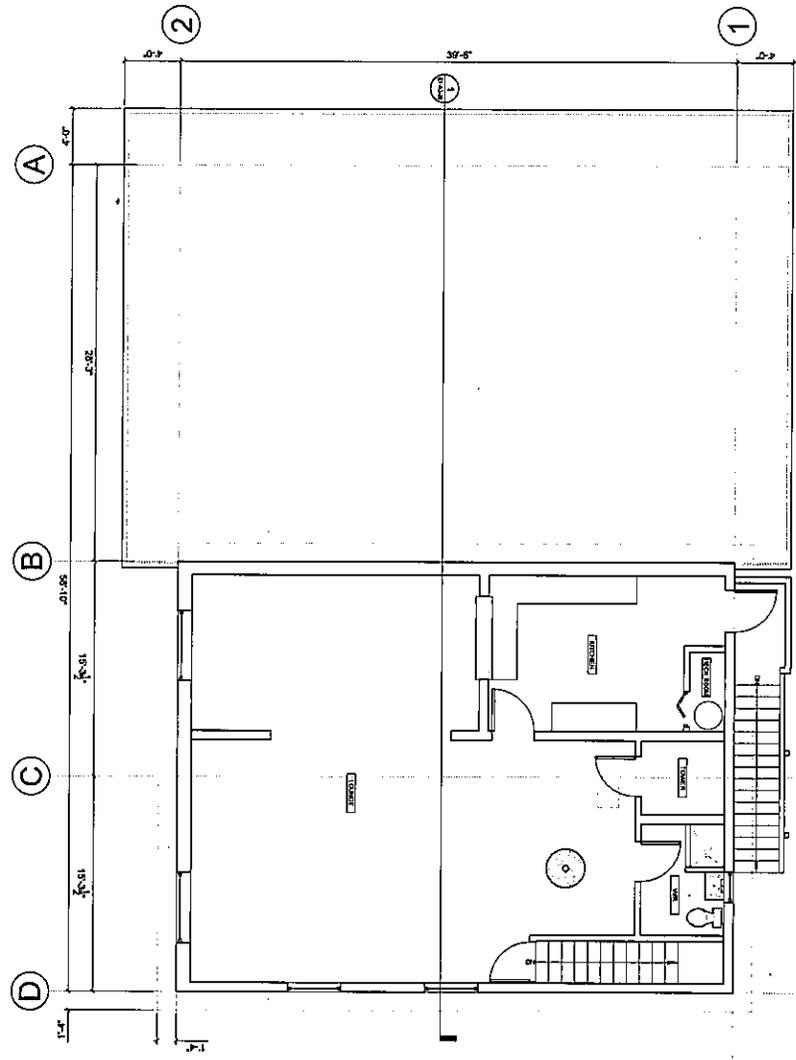
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**PORT KELLS
 FIRE HALL NO. 7**
 1822 88 AVE. SURREY, BC

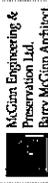
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SCALE	1/4" = 1'-0"
DWG#	

EX-A1-01



1 EXISTING SECOND FLOOR PLAN
 1/4" = 1'-0"


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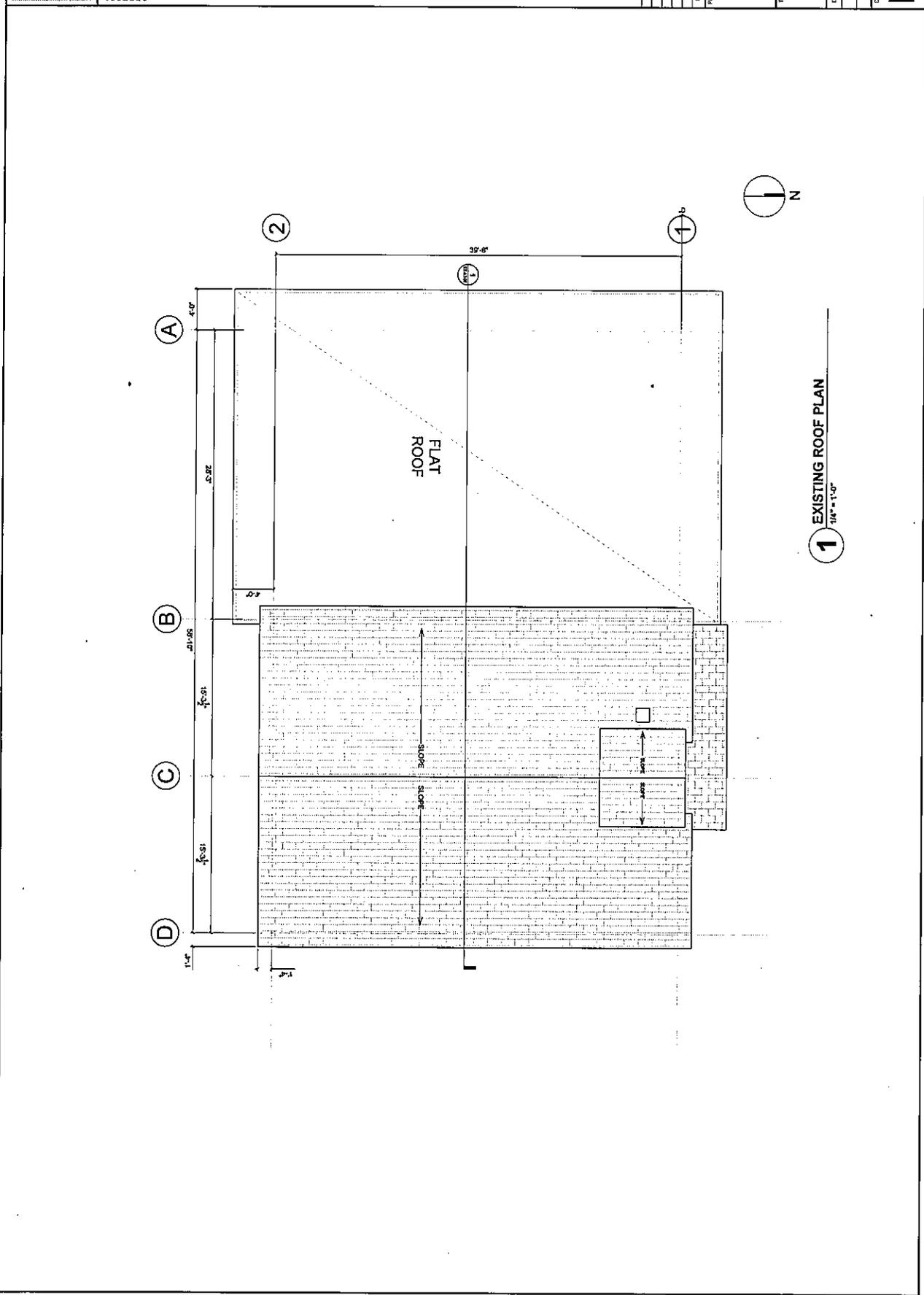
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PROJECT
PORT KELLS
FIRE HALL NO. 7
 1822 88 AVE. SURREY, BC

TITLE
EXISTING
ROOF PLAN

DRAWN BY	DATE	SCALE	DATE

EX-A1-02



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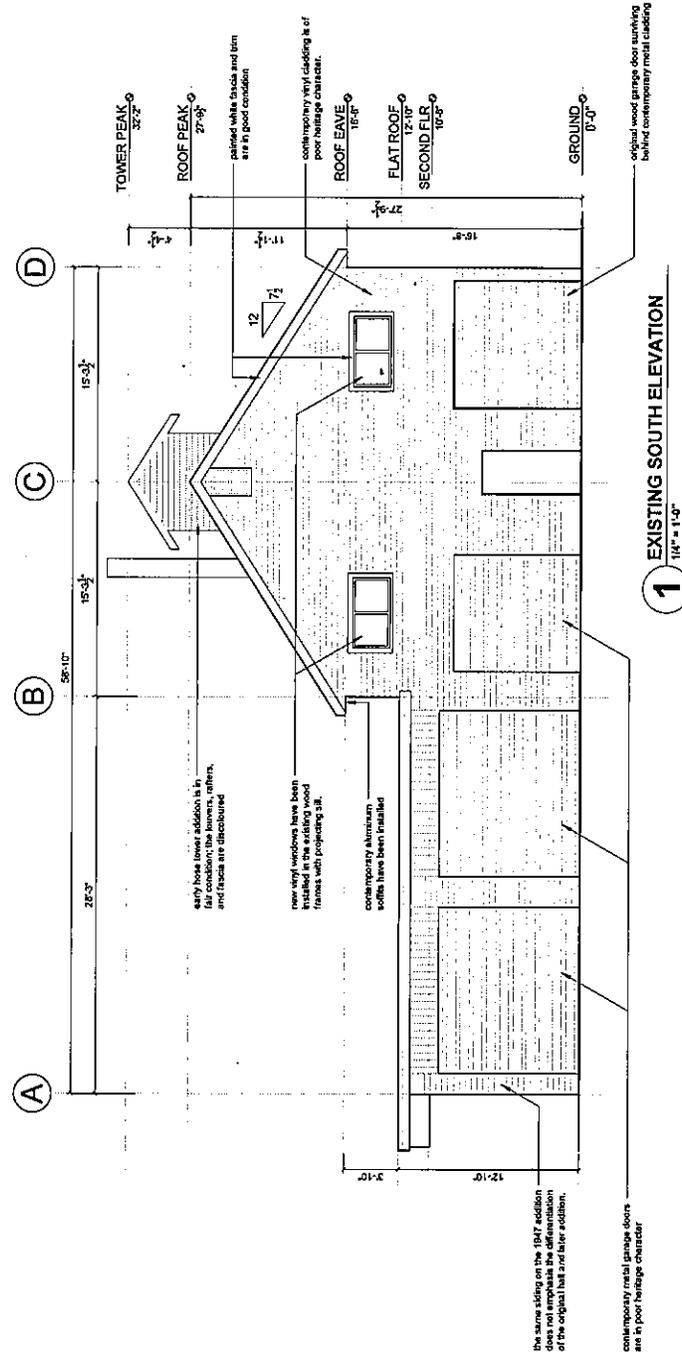
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PROJECT:
**PORT KELLS
FIRE HALL NO. 7**
1622 88 AVE. SURREY, BC

TITLE:
**EXISTING SOUTH
ELEVATION**

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DATE	DESCRIPTION
SCALE	1/4" = 1'-0"
DATE	

EX-A2-00



1 EXISTING SOUTH ELEVATION
1/4" = 1'-0"

McGinn Engineering & Preservation Ltd.
 Barry McGinn Architect.
 #10-10 West Beaver Creek, West Beaver Creek, BC
 Tel: (904) 731-9868 Fax: (904) 731-9827
 Web: www.mcginnengineering.com

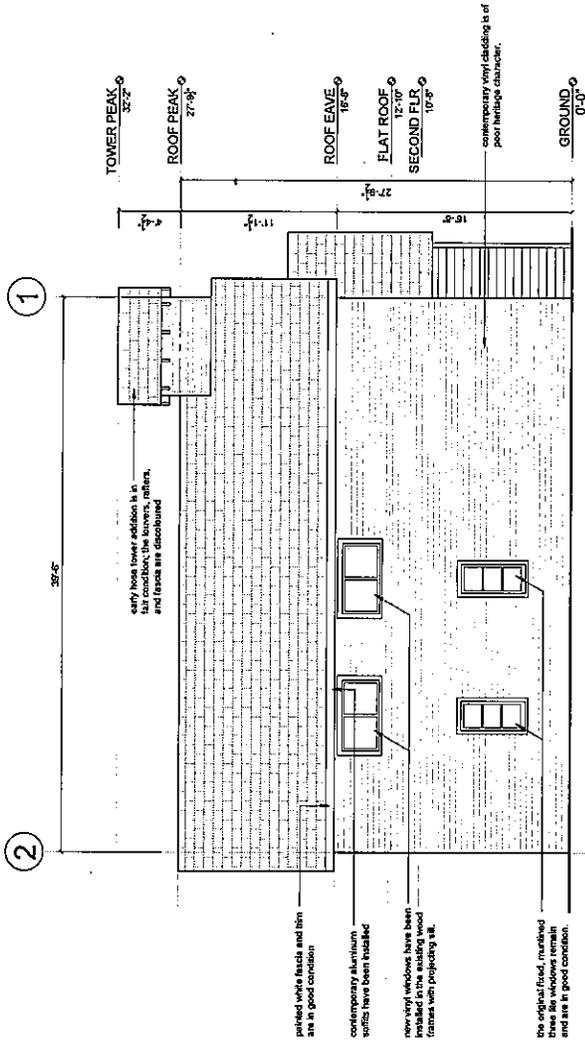
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REV.	DESCRIPTION	DATE

PROJECT
 PORT KELLS
 FIRE HALL NO. 7
 18222 88 AVE. SURREY, BC

TITLE
 EXISTING EAST ELEVATION

DRAWN BY	REV.
DATE	DESCRIPTION
SCALE	1/4" = 1'-0"
DWG. NO.	EX-A2-01



1 EXISTING EAST ELEVATION
 1/4" = 1'-0"

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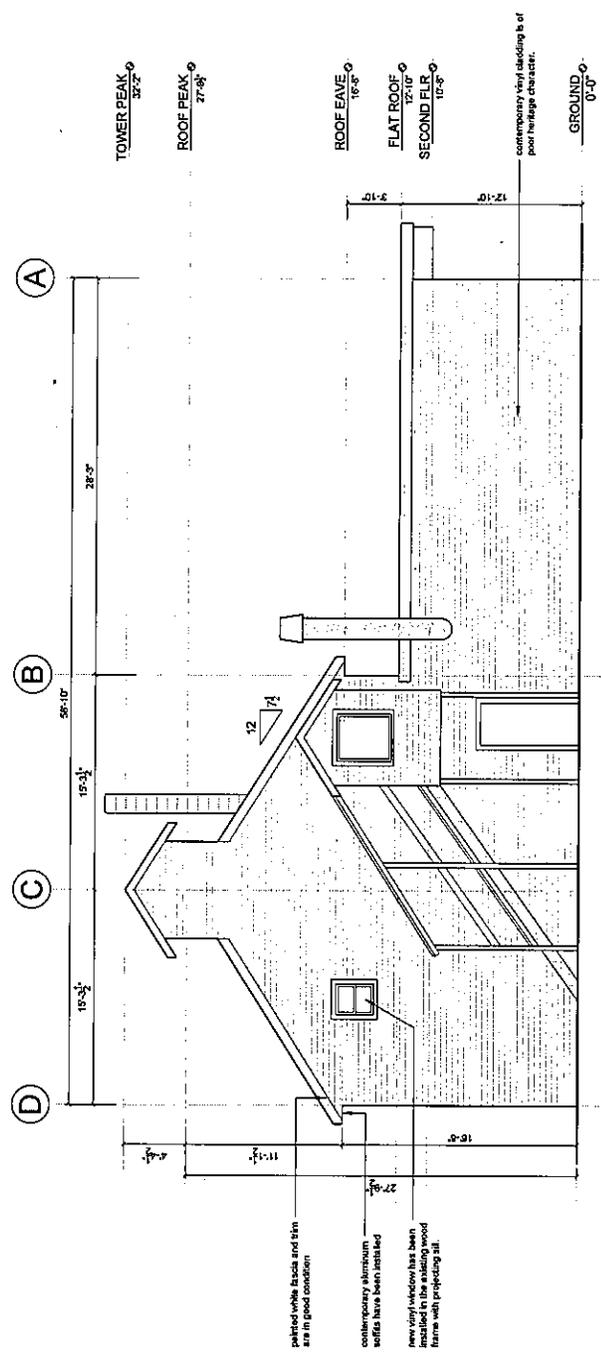
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PROJECT:
**PORT KELLS
 FIRE HALL NO. 7**
 1822 88 AVE, SURREY, BC

TITLE:
**EXISTING NORTH
 ELEVATION**

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SCALE	1/4" = 1'-0"
DRAWN	

EX-A2-02



1 EXISTING NORTH ELEVATION
 1/4" = 1'-0"

McCann Engineering & Preservation Ltd.
Barry McCann Architect.
#310-412 West Beaver St, Vancouver, BC
Tel: (604) 338-8663 Fax: (604) 275-5877
Web: www.mccann-engineering.com

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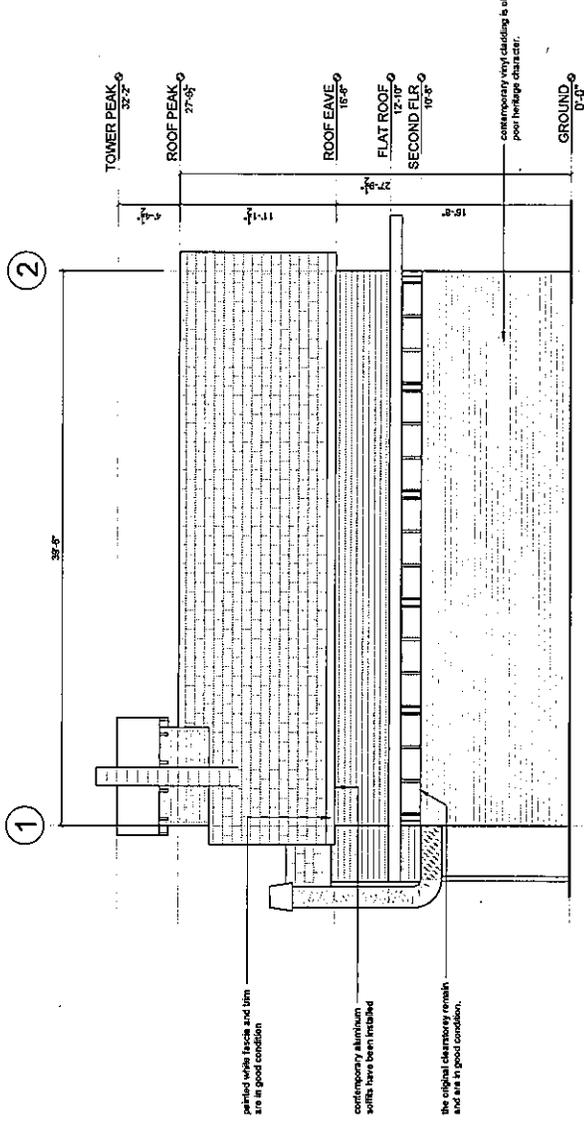
NO.	DESCRIPTION	DATE

PROJECT:
**PORT KELLS
FIRE HALL NO. 7**
10822 88 AVE, SURREY, BC

TITLE:
**EXISTING WEST
ELEVATION**

DRAWN BY	DATE	SCALE

EX-A2-03



1 EXISTING WEST ELEVATION
1/4" = 1'-0"

McGinn Engineering & Preservation, L.L.C.
 Barry McGinn Architect
 1802 88 Ave. Surrey, BC
 Tel: 604.273.9662 Fax: 604.273.9627
 Web: www.mginneering.com

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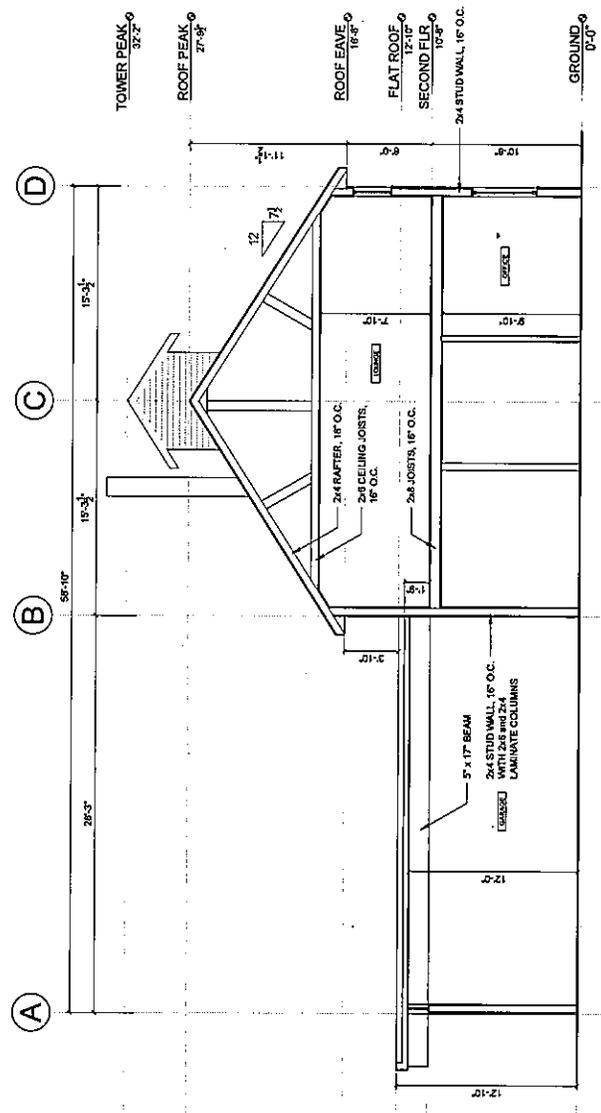
REV	DESCRIPTION	DATE

PROJECT
**PORT KELLS
 FIRE HALL NO. 7**
 18022 88 AVE. SURREY, BC

TITLE
**EXISTING
 BUILDING SECTION**

DRAWN BY	REV
DATE	DATE
SCALE	SCALE
DWG#	DWG#

EX-A3-00



1 EXISTING BUILDING SECTION
 1/4" = 1'-0"



McGinn Engineering &
Preservation Ltd./
Barry McGinn Architect

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AREA SCHEDULE

Name	Level	Area (SF)	Area (m ²)
VEHICLE EXHIBIT	GROUND	1900 SF	177 m ²
MULTIPURPOSE	GROUND	1060 SF	98 m ²
MENS' W/R	GROUND	137 SF	13 m ²
WOMENS' W/R	GROUND	147 SF	14 m ²
MECH.	GROUND	88 SF	8 m ²
STORAGE 1	GROUND	22 SF	2 m ²
KITCHEN/BAR	GROUND	138 SF	13 m ²
ACCESS. W/R	GROUND	71 SF	7 m ²
LOUNGE	SECOND	533 SF	50 m ²
OFFICE 2	SECOND	149 SF	14 m ²
OFFICE 1	SECOND	105 SF	10 m ²
KITCHEN	SECOND	208 SF	19 m ²
W/R	SECOND	48 SF	4 m ²
DECK	SECOND	860 SF	80 m ²
MEETING ROOM	SECOND	486 SF	45 m ²
STORAGE 2	SECOND	80 SF	7 m ²

No.	Description	Date

PORT KELLS
HISTORIC FIRE HALL NO. 7

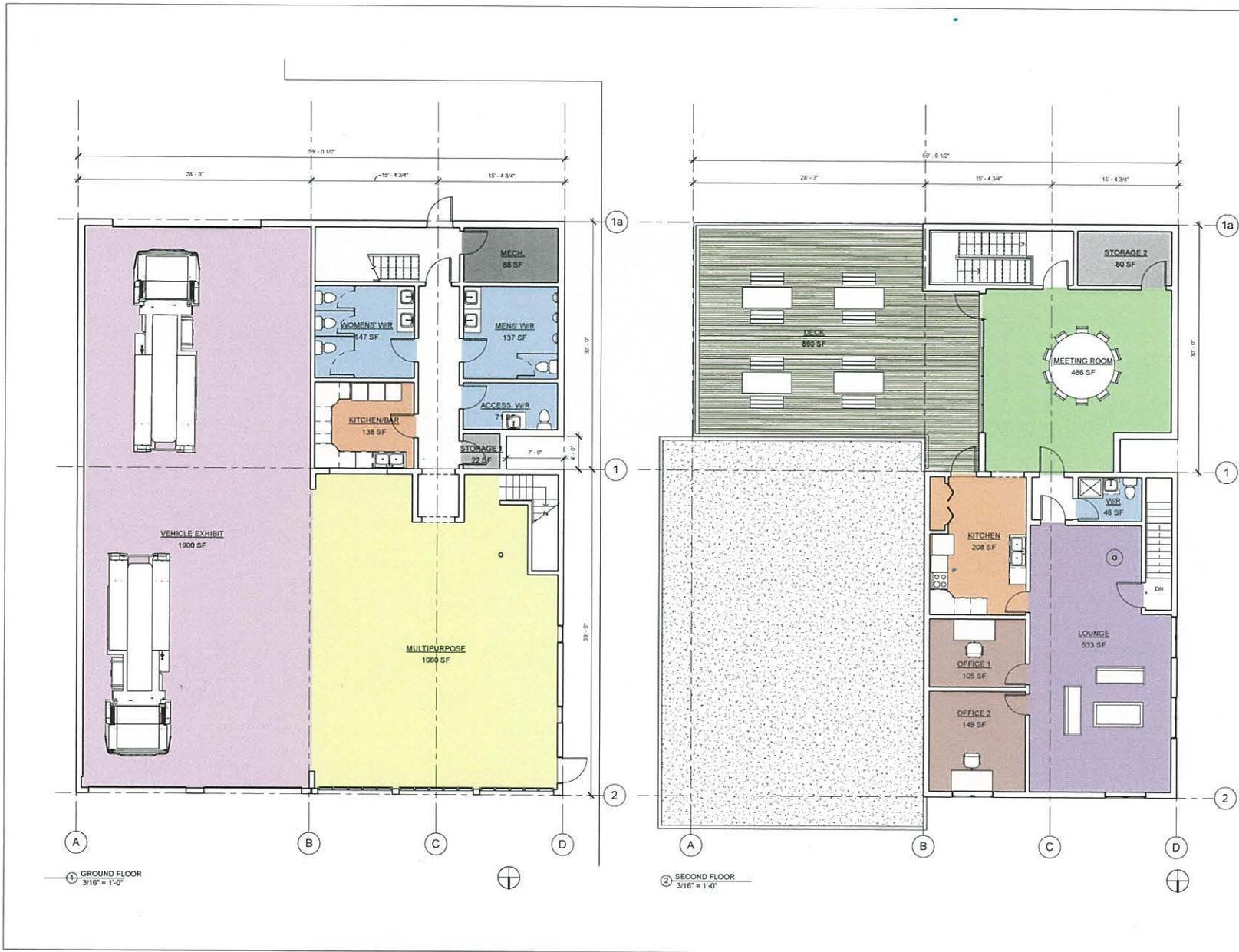
PROPOSED
FLOOR PLANS

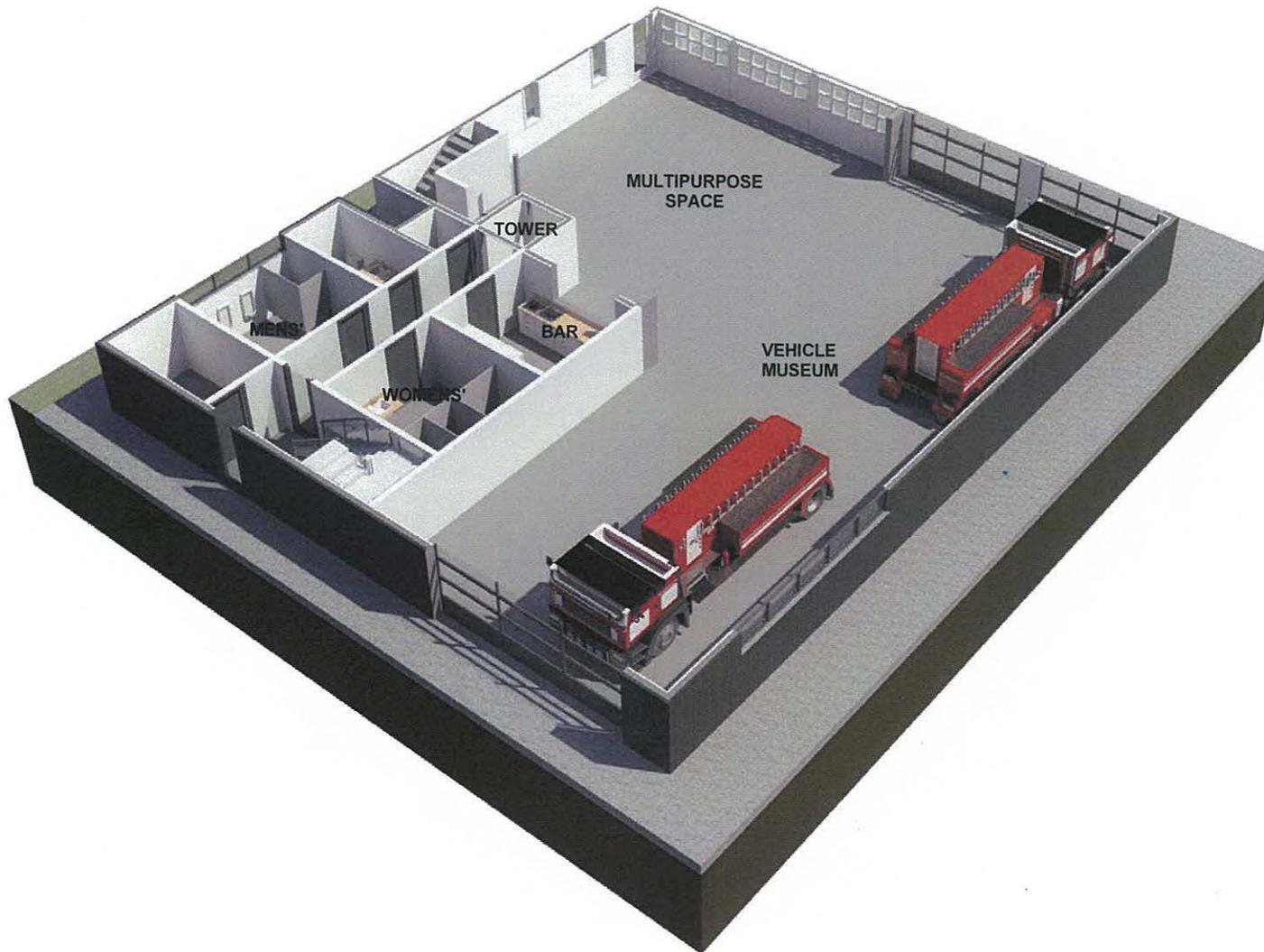
Date: 02/24/2016

Drawn By: KV

Scale: 3/16" = 1'-0"

A100





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No.	Description	Date

PORT KELLS
HISTORIC FIRE HALL NO. 7

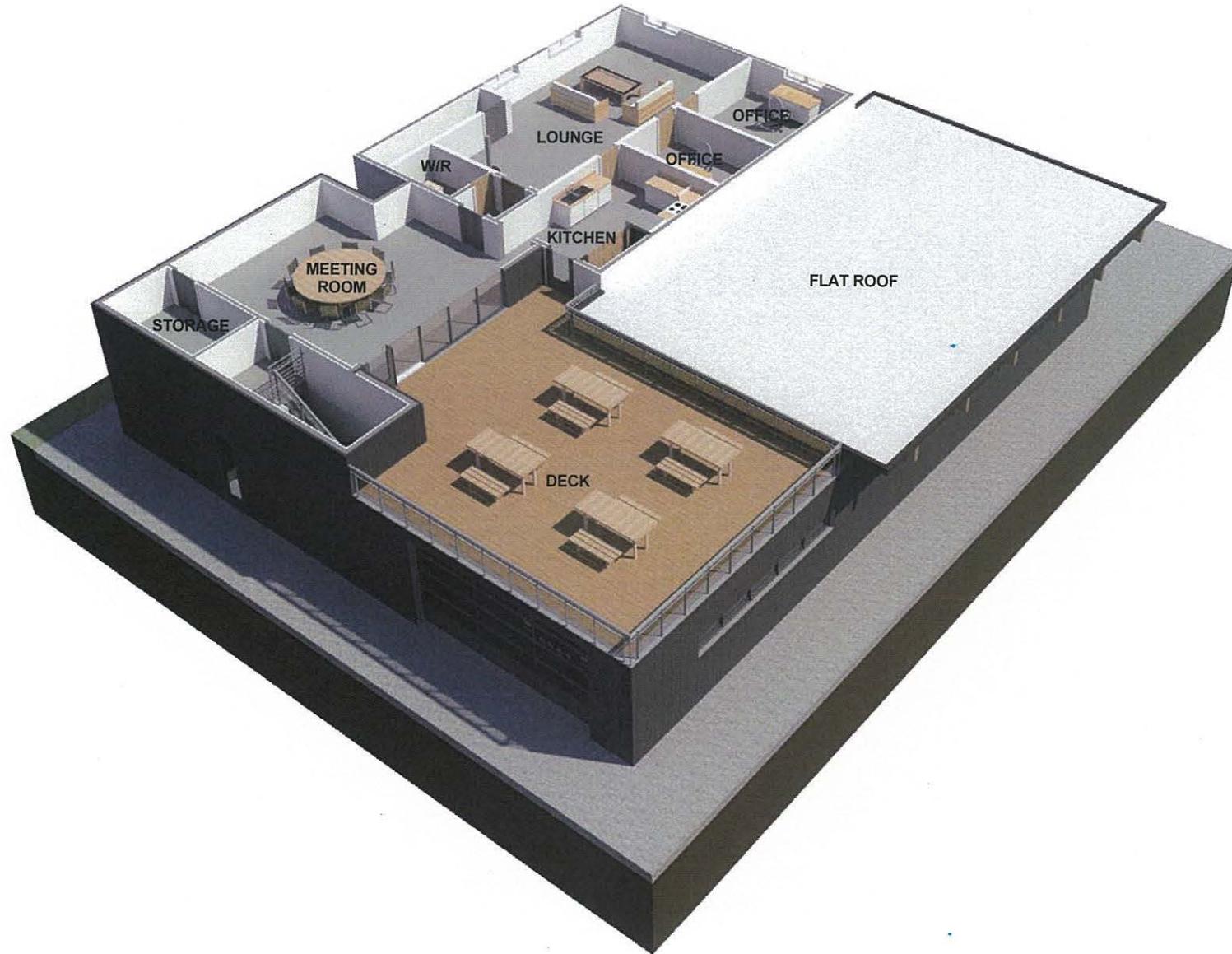
PROPOSED
GROUND FLOOR

Date 02/29/16

Drawn By Author

Scale 1/2" = 1'-0"

A101



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No.	Description	Date

PORT KELLS
HISTORIC FIRE HALL NO. 7

**PROPOSED
SECOND FLOOR**

Date	02/29/16
Drawn By	Author
Scale	12" = 1'-0"

A102

LATER GARAGE ADDITION,
HARDIEPANEL SIDING
TEXTURE: SMOOTH
COLOUR: IRON GREY

ORIGINAL BUILDING,
PERIOD WOOD DROP SIDING
SIDING COLOUR:
CC-80 "Gray Mist"
Benjamin Moore

REAR ADDITION CLADDING
HARDIEPANEL SIDING
TEXTURE: SMOOTH
COLOUR: IRON GREY

TRIM COLOUR:
OC-17 "White Dove"
Benjamin Moore



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CONTEMPORARY GLAZED
GARAGE DOORS

REMOVE ALUMINUM
SOFFITS & REPAIR
RAFTERS & BOARDS

NEW WOOD CASEMENT
WINDOWS IN EXISTING
REFURBISHED FRAME

NEW TAB ASPHALT
SHINGLE ROOF SURFACE
COLOUR:
"Weathered Grey" GAF
or approved alternate

REPAINT HOSE TOWER
LOUVERS, FASCIA AND
RAFTERS

PRESERVE THE
EXISTING WOOD
WINDOWS ON THE
GROUND FLOOR

No.	Description	Date

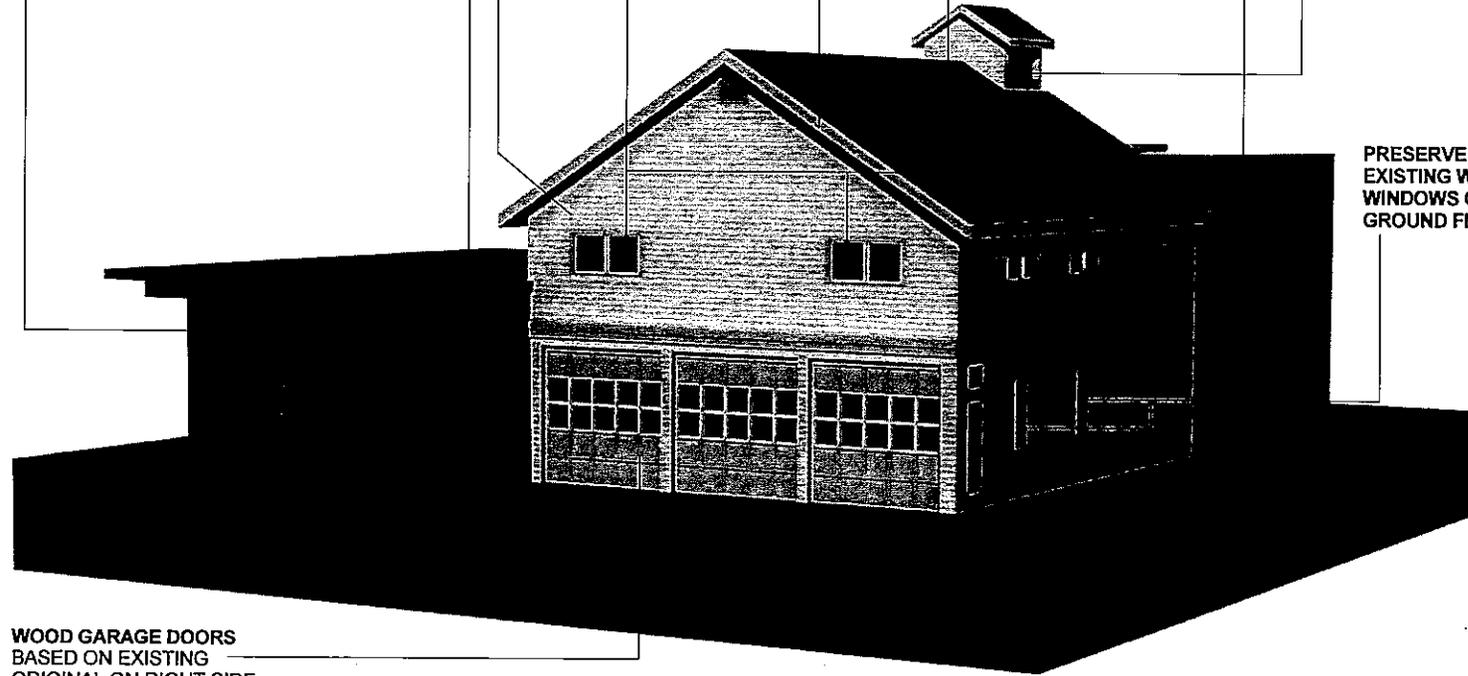
PORT KELLS
HISTORIC FIRE HALL NO. 7

AERIAL VIEW FROM
SOUTHEAST

Date 07/07/15
Drawn By KV
Scale 12" = 1'-0"

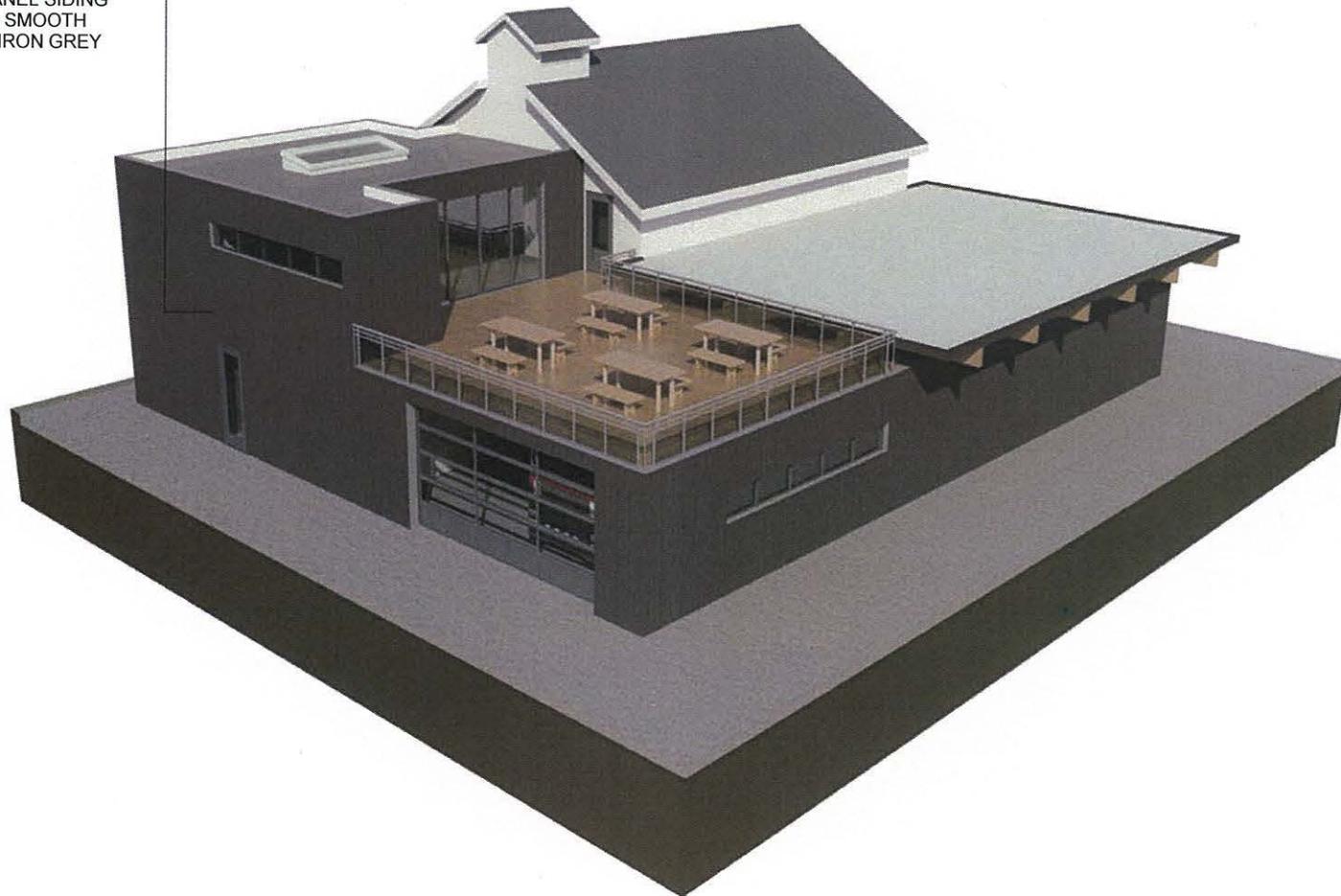
A500

WOOD GARAGE DOORS
BASED ON EXISTING
ORIGINAL ON RIGHT SIDE





REAR ADDITION CLADDING
HARDIEPANEL SIDING
 TEXTURE: SMOOTH
 COLOUR: IRON GREY



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 Preservation Ltd./
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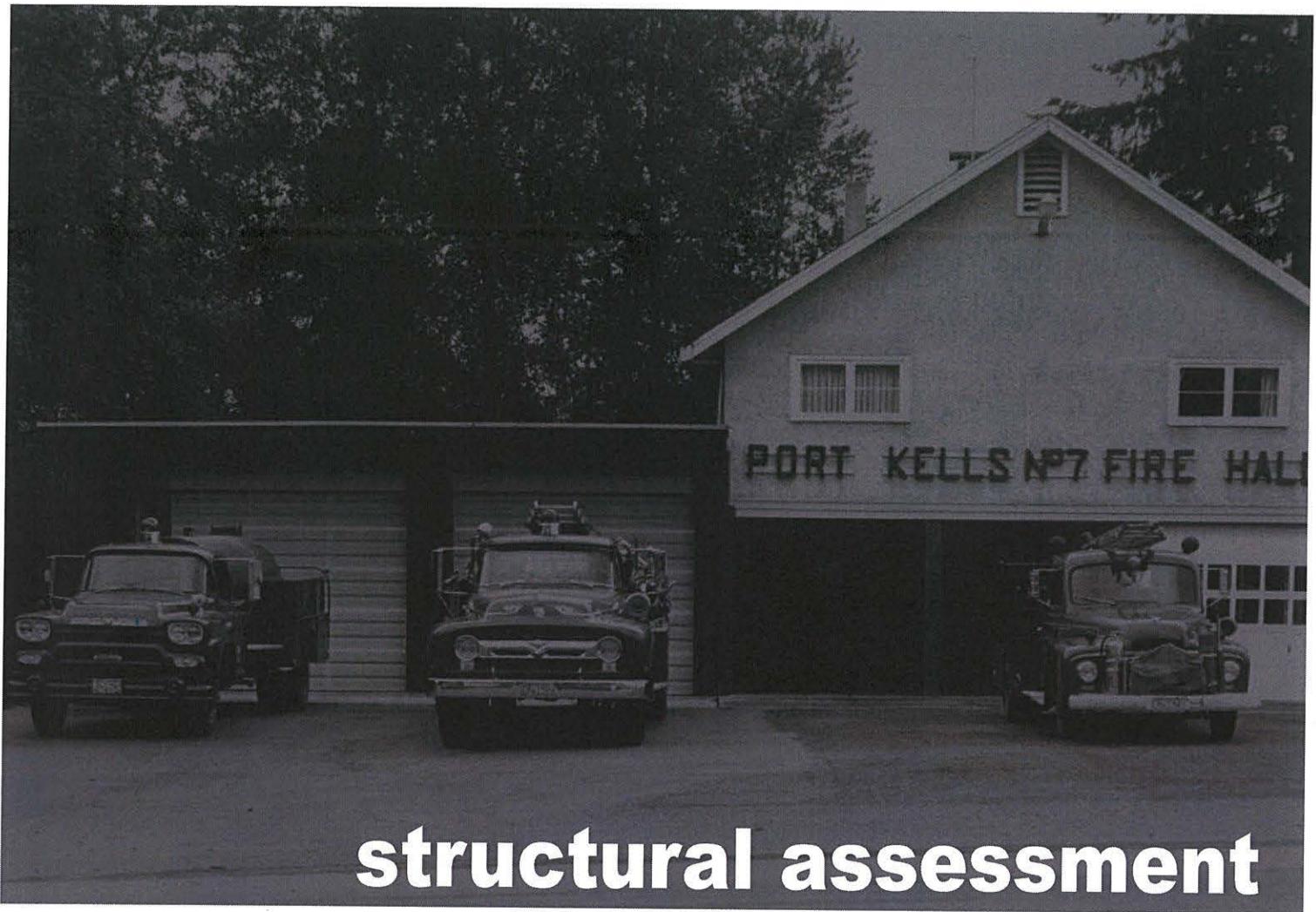
No.	Description	Date

PORT KELLS
 HISTORIC FIRE HALL NO. 7

**AERIAL VIEW FROM
 NORTHWEST**

Date	REV. 2017/01/18
Drawn By	KV
Scale	12" = 1'-0"

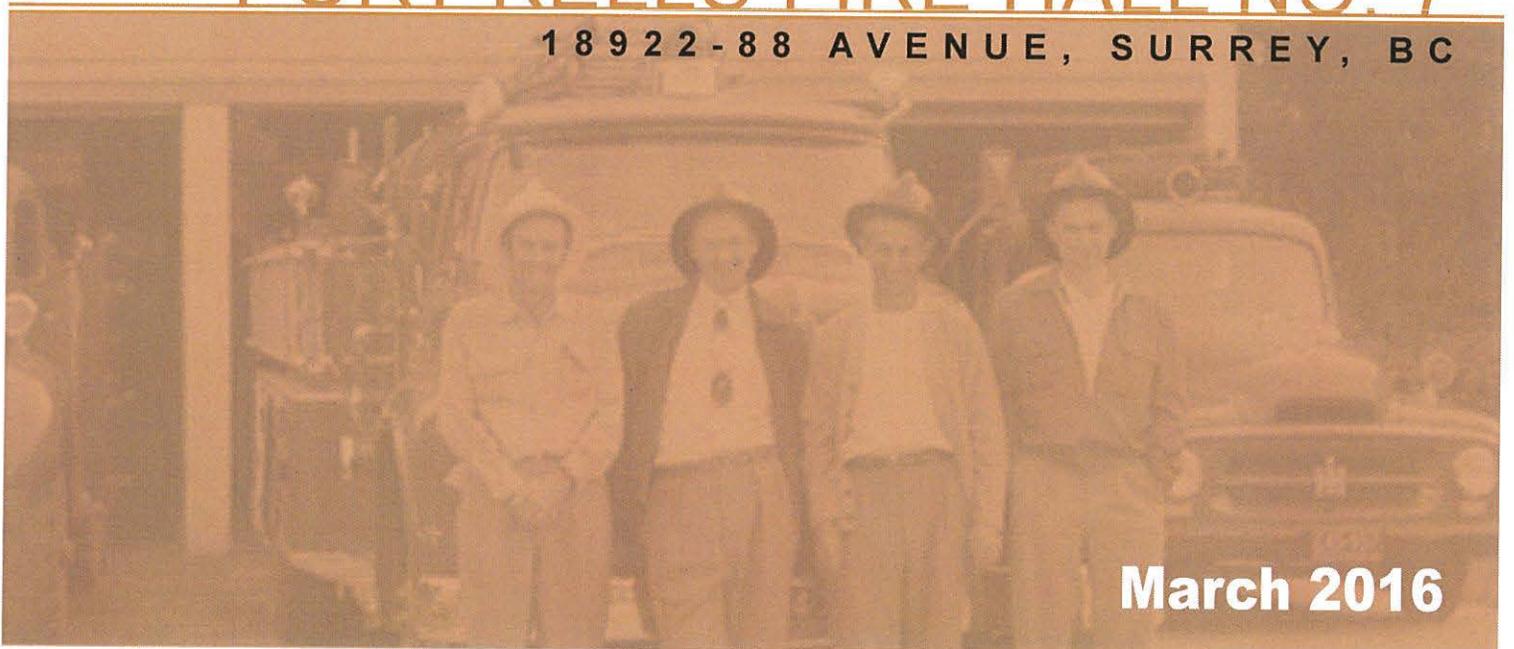
A501



structural assessment

PORT KELLS FIRE HALL NO. 7

18922-88 AVENUE, SURREY, BC



March 2016



TDM PROJECTS INC.
6420 Rosebery Ave.
West Vancouver, BC. V7W 2C6

PORT KELLS FIRE HALL #7 | STRUCTURAL REPORT

PHOTOGRAPHIC DOCUMENTATION

Original Fire Hall Building

Attic – roof structure (12/7-1/2 pitch)



2x4 rafters @ 16" o.c. with 1x6 ridge beam and ridge collar tie with 1x6 crown post; twinned 2x6 queen struts connected to 2x6 @ 16" ceiling joists acting as tie beams.

Wall separating the building components



Opened west bearing wall of the addition attached to the original east exterior wall of 2x4 @ 16" framing on concrete strip footing. The wall is not anchored to the concrete footing.

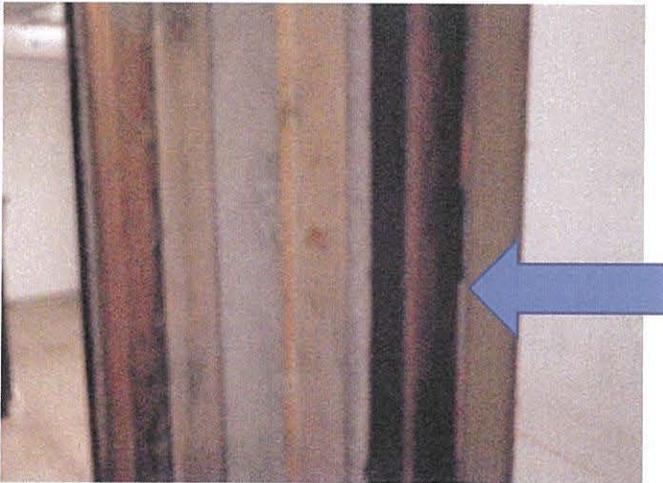
Garage Addition



2x6 T&G ceiling over 5x17 glulams roof structure over the garage addition. The Glulams are not connected to the posts and the posts are not anchored to the concrete footings.



At the east wall of the garage addition the glulams are inserted into a steel framed window structure that is connected to the top of the bearing wall.



Original east bearing wall of the fire hall (2x4 @16"); the wall now also contains double 2x6 + 2x4 laminate columns supporting the glulam beams of the addition (The blue arrow points to the column).

Post-and-Beam of the Original Fire Hall – ground floor



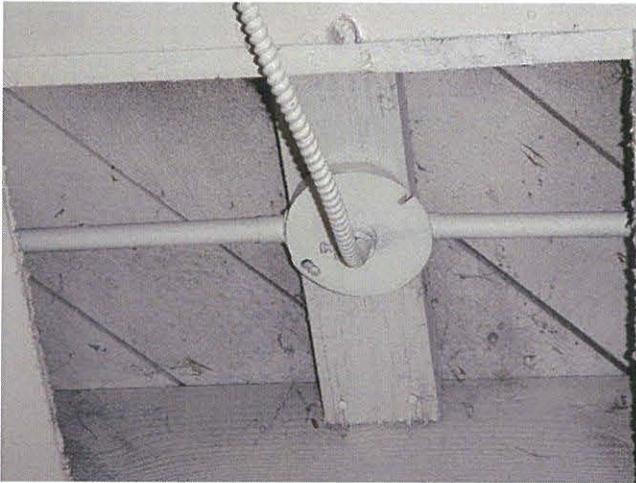
Original 3x2x12 beam inside the workshop wall in the ground floor; the beam is not connected to the 6x6 posts.



Existing 6x6 timber post supporting 3x 2x12 ceiling beams.



The two ceiling beams are unevenly loaded and the easterly one was strengthened in 2014 in recognition of the additional roof load transferred onto it by second story interior bearing wall. Also lateral movement was fixed by adding proper connectors at interface with posts and at end seats (see photo below).



Shiplap rough subfloor over 2x8 joist @ 16" o. c. of the second floor

ASSESSMENTS

EXISTING STRUCTURE

The existing wood-frame structure of the fire hall constructed in 1923 had a post-and-beam garage addition constructed in late years of last century (seventies or eighties). In early 21st century a major water damage required repairs to the upper floor finishes in 2014. As this work was already done under the 2012 BC Building Code, major structural elements that were within the framework of the repairs were somewhat upgraded to meet the new code.

One can say that the upper and ground floors of the old fire hall building are generally safe and meeting the code for the current use save for some missing connectors from beams to posts and lack of anchoring the perimeter bearing walls to the foundation.

Also, the roof structure of the old fire hall is adequate for the snow and wind loads but installation of the “hurricane” connectors between the roof rafters and the top plate of the bearing walls would be desirable.

The garage addition has been constructed according to building code in force around 1980 and there is no evidence proper connectors were installed that a post-and-beam structure would require under the current code. However, as the current use appears to be garage and the fire hall is not used for the intended purpose any more, the non-adherence to the code may be tolerable. The structure is designed adequately to withstand current snow and wind loads.

FUTURE INTENDED USE

As the structure is considered to be converted into a union hall with office and meeting rooms including accommodating larger Union social gatherings, the loads for the upper floor of the original wood-frame structure change to 100 psi (4.8 kPa) for the proposed kitchen area, the remaining floor would maintain the live design load of 50 psi (2.4kPa).

Fire Hall

Major change will be the opening of the lower floor for social gatherings and displays of relevant historical artifacts requiring removal of the existing six posts and replacing the current two triple 2x12 lumber laminate beams with steel beams spanning the almost 29-foot length of the original building. The size of the beams would not undesirably reduce the head room as the existing floor joists can be connected with hangers to nailer plates attached to the sides of the beam. The beam top will be flush with the existing subfloor providing for head room clearance of some 9'-10". The beam self weight approaching 2,500 lbs. is however considerable and supporting posts would be 8x8 if using high quality wood products.

The bearing walls will have to be anchored to existing concrete foundation and the roof structure will have to be connected to the top plate of the bearing walls using one of the suitable hurricane ties.

Removal of the rear wall of the ground wall will require installation of stiffening members between the bearing walls and wall or post anchoring to concrete footings. The same would apply to the front wall with three openings for the overhead garage doors.

Garage Addition

The garage addition used as a gathering place would require installation of connectors between the glulam beams and the posts, anchoring of the posts to the footings and reinforcing of the building corners. This would particularly apply to the south wall as it is possible this wall will be removed to allow constructing a 20-foot extension to the addition.

In addition, the new function of the building would require enlarged opening in the common wall between the original fire hall and the garage addition. The wall functions as the bearing wall for both building components. The desirable opening would be some 23'-6" wide and would require a beam installation to transfer loads from two of the roof glulams plus loads from the original structure (roof and second floor) to the foundation with 8x8 inch posts.

Note that a geotechnical assessment for the new post footings (six in total) will be required as part of the design.

COST ESTIMATE

for structural consolidation of the building

	\$
Steel beams	13,000.00
Connectors	
Beam-to-post 10 ea.	5,000.00
Post (Wall)-to-foundation 20 ea.	4,000.00
Roof-to-wall 20 ea.	2,500.00
Structural seismic reinforcing	10,000.00
TOTAL ESTIMATED (for structural upgrades only)	44,500.00

SURREY HERITAGE DOCUMENTATION DATA WORKSHEET

Reference Number:

Name: Port Kells No. 7 Fire Hall

All or Portion of Property: All of Property

Single or Cluster: Single

Geographic Area: Port Kells

Tax Roll Number: PK085

Legal Description:

Municipality of Surrey
Parcel Identifier: 006-845-606
Parcel 'A' (Explanatory Plan 10441) Lot 28, North East Quarter, Section
28, Township 8, New Westminster District, Plan 1090

Map Page Number: 048

Civic Address:

18922 - 88 Avenue
Surrey, B.C.

Streetscape/Visibility:

Unobscured view of Fire Hall from 88 Avenue.



Present Owner:

Corporation of the District of Surrey
(since February 1956)

Mailing Address:

Telephone Number: Not listed.

Present Use: Fire Hall

Original Owner: Port Kells Progressive Society (Farmers Institute)

Original Use: Community Hall

Date of Construction: 1923

Architectural Assessment:

Foundation: Concrete

Structure: Wood frame (original structure).
Post and beam (extension) - glu-lam beams.

Cladding: Aluminum or vinyl siding (recent: 1989?) - replaced stucco siding (original structure) and vertical cedar siding (extension).

Windows:

Type - Upper Floor: rectangular, horizontally proportioned, paired wood sash.
Ground Floor: rectangular, vertically proportioned, wood sash.

Assembly - Casement and fixed.

Glazing - Double or triple pane - mullions divide panes horizontally - creates "streamlined" impression emphasizing horizontality - common in late 30's through 40's.

Plan Shape: Rectangular main building with two bay additions east side.

Dimensions: Original building - unknown - 40'0" x 28'6"

Storeys: Two plus one storey addition.

Basement: No basement.

Massing:

Bulky two storey envelope - accommodates two engine bays at ground level. One storey rectangular structure on east side accommodates an additional two engine bays - is a later addition.

Roof:

Type - Original structure: front-gabled - shallow to medium pitch.
Gabled roof vent on roof - ridge toward rear.
Extension: flat roof.

Material - Original structure: composition shingle.
Extension: built-up roof membrane (tar and gravel).

Design Details:

- Window glazing details described above.
- Louvered vent at apex of front gable-end.
- Louvered roof vent along roof ridge, at rear.
- Addition - cantilevered roof overhang.
- Overhead doors - engine bays.

Style:

Vernacular - Glazing patterns and lack of detail indicates influence of Modernism. Window types appear in 'Moderne' structure of late 1930's and 1940's.

Designer:

Original - Unknown

Extension: Louke B. Kleyn, Architect (Municipal Planner)

Builder:

Original: Unknown

Extension: Timm Construction Co.

Condition: Very good

Construction History:

- Built by Surrey Farmers Institute members sometime around 1923.
- Two bay extensions added, east side - Fall, 1967. Cedar siding onto ground front elevation to match addition.
- Wood garage doors replaced by metal doors (1967?)(LHS only)
- Aluminum or vinyl siding installed c.1989 (was stucco c.1986)
- "Port Kells No. 7 Fire Hall" lettering across front elevation, above engine bay. Doors appear to have been removed at time of siding installation.

Ownership History:

1923-1956 - Port Kells Progressive Society (Farmers Institute)

1956 - Present, Corporation of the District of Surrey

Historical Context:

This building was originally built as a meeting hall for the Port Kells Farmers Institute.

In 1935 it was leased for a term of thirty years to the Port Kells Congregation of the United Church of Canada. Obviously, church services were held in the Hall. The congregation worshipped in the Hall until 1947, when it was leased to the Corporation of the District of Surrey for use as a Fire Hall.

Documentation:

Photographic Record:

Roll #25, photo 14, black and white
Roll #076, photos #3-8, colour (6)

Reference Material:

1. Municipality of Surrey, Permits and Licenses Department, 18922 - 88 Avenue.

Status: Not designated

Comments:

Appendix "C"

VARIATION TO BY-LAWS

1. Section B Permitted Uses of Part 34 Local Commercial (C-4) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is supplemented as follows:

The following uses are added to the uses already permitted in the C-4 Zone:

- “3. Office use limited to union office.
4. *Cultural use.*
5. *Assembly halls excluding churches.*”

2. Section D Density of Part 34 Local Commercial (C-4) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:

Sections D.1 and D.2 are deleted and replaced with the following:

- “1. The maximum *density* shall not exceed a *floor area ratio* of 0.50.”

3. Section F Yards and Setbacks of Part 34 Local Commercial (C-4) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:

The minimum *east side yard setback* for the *principal building* is reduced from 6.0 metres [20 ft.] to 5.0 metres [17 ft.].

4. Section H Off-Street Parking and Loading/Unloading of Part 34 Local Commercial (C-4) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:

Sections H.1 and H.2 are deleted and replaced with the following:

- “1. A total of 8 off-street *parking spaces* are to be provided including 4 small car spaces with an allowable length of 4.8 metres [16 ft.]”

5. Section I Landscaping of Part 34 Local Commercial (C-4) Zone of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:

Section I.2 is deleted.

Section I.4 is deleted and replaced with the following:

- “4. A solid decorative fence at least 1.5 metres [5 ft.] high shall be provided along the *east lot line* separating the developed portion of the *lot* from any *residential lot*.”

6. Section A.4(a)ii. of Part 5 Parking and Loading/Unloading of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:

To permit the drive-aisle and *parking spaces* within the *side yard setback* and *rear yard setback* of the *building* to be surfaced with gravel.

7. Section B.1. of Part 5 Parking and Loading/Unloading of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied or supplemented as follows:

To permit a two-way drive-aisle width of 4.9 metres [16 ft.].

8. Section B.1 of Part 7A Streamside Protection of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:

The minimum setback of Class A Stream is reduced from 30 metres [100 ft.] to 15 metres [25 ft.] to *parking spaces* and to 19.7 metres [65 ft.] to the *building face*.

9. Table 1, Footnote 4 of the Surrey Subdivision and Development By-law, 1986, No. 8830, as amended is varied as follows:

The minimum *lot size* for *lots* permitted septic systems is reduced from 0.81 hectare (2 acres) to 0.11 hectare (0.27 acre).

(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.)