

City of Surrey PLANNING & DEVELOPMENT REPORT Application No.: 7924-0130-00

Planning Report Date: December 16, 2024

PROPOSAL:

• Heritage Revitalization Agreement

To permit an internal second floor addition to the historic Colebrook Church for an existing private school and to formalize the as-built parking lot.

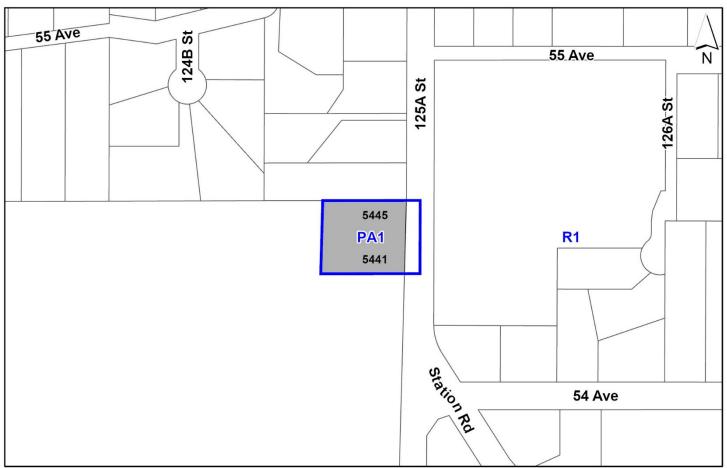
LOCATION: 5441 - 125A Street

(5445 - 125A Street)

ZONING: PA-1

OCP DESIGNATION: Suburban

LAP DESIGNATION: Institutional



RECOMMENDATION SUMMARY

 By-law Introduction and set date for Public Hearing for Surrey Heritage Revitalization Agreement (HRA) (Appendix V).

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

• Proposing to diverge from the "Phase 2" development concept and parking lot design outlined under Surrey Heritage Revitalization Agreement, 2000, No. 14014.

RATIONALE OF RECOMMENDATION

- The subject site houses the historic Colebrook United Church building in Panorama Ridge. The site and building are currently regulated under Surrey heritage Revitalization Agreement Bylaw, 2000, No. 14014 (the "HRA").
- The property is currently owned by the Al-Mustafa Academy Society, which operates a private elementary school on the site. The property is also used by the Society as a mosque and assembly building for other kinds of programming.
- The applicant proposes the addition of second storey floor area to the Colebrook United Church and to amend the parking lot layout. The proposal to increase the floor area from 1,004.26 square metres to 1,547.56 square metres is intended to expand the school premises and increase maximum student enrolment from 50 to 150. The parking lot layout amendment is intended to formalize the as-built parking lot on-site, which diverges from the version shown in the HRA.
- The applicant has provided a Conservation Strategy, architectural drawings, and structural engineering letter indicating that the addition of this second-storey floor area to the existing building will result in no change in appearance to the exterior of the building or significant Colebrook United Church heritage features protected under the HRA.
- The applicant has confirmed that the school operates on off-cycle hours from Colebrook Elementary School. The West Panorama Ridge Ratepayer's Association have indicated that the addition of floor area for school capacity does not raise concerns, as drop-off and pick-up timing should not coincide with Colebrook Elementary, and the Elementary School programming would not be held during evenings or on weekends.

RECOMMENDATION

The Planning & Development Department recommends that:

- 1. A Heritage Revitalization Agreement By-law be introduced for Colebrook United Church (and a date for Public Hearing be set) to allow for internal renovations and formalization of the existing parking configuration of the Colebrook United Church at 5445 125A Street.
- 2. Council instruct staff to resolve the following issues prior to final adoption:
 - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
 - (b) submission of a finalized landscaping plan and landscaping cost estimate, showing replacement of the chain-link fencing, to the specifications and satisfaction of the Planning and Development Department; and
 - (c) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect.

SITE CONTEXT & BACKGROUND

Direction	Existing Use	OCP/LAP Designation	Existing Zone
Subject Site	Colebrook United Church / Al- Mustafa Academy Society	Suburban / Institutional	PA1 / Surrey Heritage Revitalization Agreement, 2000, No. 14014.
North (Abutting):	Single family residence	Suburban / Suburban residential (1/2 acre)	Rı
East (Across 125A Street):	Colebrook Elementary School	Suburban / Suburban residential (1/2 acre)	Rı
South (Abutting):	Joe Brown Park	Conservation and Recreation / Open Space	Rı
West (Abutting):	Joe Brown Park	Conservation and Recreation / Open Space	Rı

Context & Background

- The subject site is located at 5445 125A Street in the West Panorama Ridge neighbourhood. The site is zoned "Assembly Hall 1 Zone (PA-1)" but is principally regulated by Surrey Heritage Revitalization Agreement Bylaw, 2000, No. 14014 (the "HRA"), which protects heritage aspects of the Colebrook United Church. The property was added to the Canadian Register of Historic Places on April 17, 2000.
- The United Church parish was founded in 1947. The parish relocated a community hall building (the "church hall") to the subject site. In 1959, the parish constructed the currently standing church building (the Colebrook United Church) to expand operations on the site. This new addition was designed by W. Ralph Brownlee and Associates, Architects.
- The HRA was registered through Development Application No. 7999-0183-00 on December 4, 2020. As a part of this project, the original church hall was demolished, and the Colebrook United Church was expanded to provide space for a meeting hall, classroom, and storage facility. Memorial stained glass windows from the original church hall were incorporated into the Colebrook Unted Church addition. To permit these additions, the HRA provided an increase in floor area ratio from 0.35 to 0.4 and an increase in lot coverage from 35% to 38%, above what is allowed under the PA-1 Zone.
- The Colebrook United Church building is of architectural significance as a Modern West Coast A-Frame church with wood cladding and stained glass windows. Two mature fir trees on the east portion of the site were also identified as key site attributes.
- The HRA includes a second phase of development, which was intended to add a lobby and offices to the north side of the church building. However, this second phase has not been pursued. An HRA amendment would have also been required to facilitate the second phase based on the increase of floor area ratio above the maximum of 0.4.
- Under the HRA, a revised parking layout was identified to alleviate potential compaction pressures on off-site trees on the north neighbouring property. However, the parking lot was never renovated to align with the layout shown under the HRA. Further, the trees on the north neighbouring property were removed as that lot subsequently redeveloped.
- The United Church had its last operations on the site in 2019. The property was sold to the Al-Mustafa Academy Society (the "applicant"). The applicant currently uses the property and church building as a private school, religious services, youth programs, and assembly hall.

DEVELOPMENT PROPOSAL

Planning Considerations

• The applicant proposes the internal addition of a second storey floor area to the Colebrook United Church building to facilitate an increase of the existing Al-Mustafa Academy private elementary school's enrolment maximum from 50 to 150 students. The second storey addition would increase the property's total floor area from 1,004.26 square metres to 1,547.56 square metres.

- The applicant has indicated that the internal renovation will not result in any changes to the external appearance of the church building and maintain all existing heritage features and have provided a Conservation Strategy from Donald Luxton & Associates Inc to this effect.
- The applicant has also provided a letter of assurance from a structural engineer with HAAA Construction Consultants Inc. indicating that it is possible to design and construct the foundation and framing of the internal floor addition without impact on the exterior of the existing facility.
- The applicant proposes to substitute drawings reflecting the current parking layout with the parking layout accepted under the HRA. The on-site parking would be slightly modified with the addition of three bicycle parking racks.
- The applicant's layout also reflects two playgrounds that have been added to the southwest and east portions of the site, providing respective open space for the property's child care and private school uses. The playgrounds include some play equipment with a wood mulch base.
- The proposed renovations are exempt from a Development Permit for Form and Character as the use is aligned with the OCP Institutional designation. However, the applicant will be required to provide landscaping improvements, such as planting along the front property line and replacement of existing chain-link fencing with picket fencing. These landscaping changes are in accordance with landscaping requirements under the City's "Assembly Hall 1 Zone (PA-1), which were also included under the original HRA.
- The applicant has submitted the subject HRA application to permit the revisions. As opposed to a Bylaw amending the HRA, a new Heritage Revitalization Agreement Bylaw is proposed to supplant the original. This is based on the advisal of the City's Heritage and Legal sections, as the format of the original HRA is less clear by current standards. This new Bylaw would not change any conditions of the original HRA, besides the amendments for floor area, parking layout, and landscaping as described in this report.

Referrals

Engineering: The Engineering Department has no objection to the project

subject to the completion of Engineering servicing requirements as

outlined in Appendix II.

Heritage Advisory Commission (HAC):

The Heritage Advisory Committee voted to recommend that the new Heritage Revitalization Agreement be forwarded to the

Council for consideration (Appendix IV).

POLICY & BY-LAW CONSIDERATIONS

Heritage Revitalization By-law

• The applicant proposes to supplant the existing Heritage Revitalization By-law No. 14014 with a new HRA By-law, permitting density that is more aligned with the "Assembly Hall 2 Zone (PA-2).

- The subject site's zoning is proposed to remain "Assembly Hall 1 Zone (PA-1)". Under the Local Government Act, HRAs may vary or supplement Zoning provisions, including those relating to density. Consequently, the principal regulation governing land use on the lot (i.e. maximum floor area, lot coverage, setbacks, etc) is the HRA as opposed to the underlying zone.
- The table below provides an analysis of the development proposal in relation to the existing Heritage Revitalization By-law 14014, the PA-2 Zone, and the Proposed Heritage Revitalization By-law.

Zoning	Heritage By-law 14014	PA-2 Zone (Part 32)	Proposed Heritage By-law
Floor Area Ratio:	0.4	0.50	0.48
Lot Coverage:	38%	40%	38%
Yards and Setbacks			
Front Yard (East):	7.5 m	7.5 m	7.5 m
Side Yard (North):	8.3 m	3.6 m	8.3 m
Side Yard (South):	5.9 m	3.6 m	5.9 m
Rear (West):	7.5 m	7.5 m	7.5 m
Principal Building	9.0 m	9.0 m	9.0 m
Height:			
Parking (Part 5)			
Number of Spaces	Church: 1.8 parking spaces per 100 square metres of gross floor area	Place of Worship: 7.5 parking spaces per 100 square metres of gross floor area	Place of Worship: 1.8 Parking Spaces per 100 square metres of gross floor area

- The proposed Bylaw has a higher maximum floor area ratio (FAR) of 0.48, which is closer to the maximum (FAR) provided under the PA-2 zone. The setbacks, lot coverage, and building heights are all proposed to remain the same, as the proposed addition will be entirely internal to the existing building.
- Under the original HRA, the "Church" parking requirements were reduced to 1.8 parking spaces per 100 square metres. The new agreement would maintain this "Church" parking ratio for the applicant's Place of Worship uses. The private elementary school and child care centre parking ratios are proposed to remain aligned with Part 5 of the Zoning Bylaw.

TRANSPORTATION

 Access to the subject site is currently from 125A Street at the northeast corner, which will remain. The property is across the street from Colebrook Elementary School. Both schools have a single point of egress off 125A Street.

- To mitigate congestion challenges associated with pick-up and drop-off periods for two adjacent schools with driveways across from one another, the applicant has indicated that the Al-Mustafa Academy operates off-cycle hours with the adjacent Colebrook Elementary School and will continue to operate in this fashion.
- The applicant proposes to add three (3) bicycle parking racks to the south-east corner of the site.
- The applicant has indicated that the Al-Mustafa Academy school does not operate concurrently with the on-site assembly hall or place of worship uses, meaning that these activities should not pose parking conflicts with one another.
- Engineering notes the presence of a visible unplanned trail fronting the subject property as a result of pedestrian activity. The Engineering requirements include construction of a sidewalk on the west side of 125A Street along the frontage.

PUBLIC ENGAGEMENT

- Pre-notification letters were sent on July 9, 2024, and the Development Proposal Signs were installed on July 26, 2024. Staff received one response from a neighbouring resident and correspondences from the West Panorama Ridge Ratepayer's Association.
- The neighbouring resident indicated concern about the addition of floor area to the existing building and asked for guidance on submitting their comments formally. They were advised that there will be an opportunity to provide comments to Council directly, should Council vote to have the application proceed past issuance.
- The subject development application was reviewed by the West Panorama Ridge Ratepayer's Association. The Association provided the following comments:
 - There are no issues with proposed addition of floor area. The applicant has shown notable consideration and thoughtfulness with respect to their outreach to the West Panorama Ridge community. The applicant has also noted that they will be mindful of potential noise conflicts owing to after-hours place of worship and assembly hall uses.
 - o The WPRRA do not see the need for a sidewalk on the west side of 125A Street in this location and indicate that there is insufficient room for this infrastructure on the west side of this block.
 - The crosswalks on 125A Street, including the one between the subject site and Colebrook Elementary School, should be remediated so that their markings are clearly visible. There is a broader issue with the addition of residential density in the area, which has resulted in higher usage of 125A Street for private residential parking.

TREES

- Chase Browning, ISA Certified Arborist of Browning Arborist Consulting prepared an Arborist Assessment for the subject site. The property has two mature trees, which are both Douglas Firs. Both trees are proposed for protection.
- The table below provides a summary of the proposed tree retention. A detailed list of the proposed tree retention and removal by tree species can be found in (Appendix IV).

Table 1: Summary of Proposed Onsite Tree Preservation by Tree Species:

, .		Existing	Remove	Retain
Coniferous Trees		2	0	2
Onsite Tree Totals		<u>2</u>	<u>o</u>	<u>2</u>
Onsite Replacement Trees Proposed	N/A			
Total Onsite Retained and Replacement Trees		2		·

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I. Architectural Plans
Appendix II. Engineering Summary

Appendix III. Summary of Tree Survey, Tree Preservation and Tree Plans

Appendix IV. Draft Heritage Advisory Commission Minutes (November 13, 2024)

Appendix V. Heritage Revitalization Agreement

approved by Shawn Low

Ron Gill General Manager Planning and Development

JK/cb



drown by J. LEE



AL-MUSTAFA ACADEMY 5441 125a St, Surrey, BC V3X 1W6 **ZONING CHANGE APPLICATION PA-1 TO PA-2** BC-1328

LEGAL DESCRIPTION

POLIC: 6067-97102-0

LBIGAL DISCRIPTION :
PARCEL A SECTION & TOWNSHIP 2 NWD PART NE 1/4 NE 175 FT BY 200 FT OF (BEF PL
8888) (PRACTIONAL NE QUARTER, HAYING A FRONTAGE OF 175 FT ON STATION RD &
200 FT ON THE N BOUNDARY.

SUMMARY OF WORK

THE INTENT OF THIS SUBMISSION IS TO REQUEST A ZONING CHANGE FROM PA-1 TO PA-2 WITH THE OBJECTIVE TO ALLOW THE SCHOOL TO ACCOMMODIATE I SO STUDENTS INSTEAD OF THE 50 CURRENTLY ALLOWED UNDER PA-1.

THE BILLDING IS MADE OF 3 COMPONENTS:

A: THE AFRAME CHIRCH STRUCTURE THAT IS COVERED BY THE HESTIAGE
BY MAY, THE HEM MEZANINE WOULD REMAIN INSIDE THE BUILDING INVELOPE
TO AVOID TRIGGERING A HISTEAGE CHALLENGE.

C: THE BREEZEWAY THAT CONNECTS A & B WITH A TRIANGULAR ROOF SECTION ACTS AS A SKYLIGHT/OCULUS FOR B.

CODE ANALYSIS

OCCUPANT LOAD:
SCHOOL = 150 STUDENTS + 8 STAFF
DAYCARE - REMAIN AS IT B
GYM SPACE - AREA 1925GM DENSITY .755GM/P = 313
GYM SPACE - AREA 1925GM DENSITY .755GM/P = 256

EA.E CALCINATIONS
1071A. SIRE AREA 2017 27.45 GM
1071A. SIRE AREA 2017 27.45 GM
1071A. SIRE AREA 2017 27.45 GM
1071A. AREA COVERAGE - 5.45 JAN 43.0M
1071A. AREA COVERAGE ON BOTH FLOORS = 1547.561 5GM
F.A.E - 15.05 JAN 2017 27.4
17.A.E - 4.05 JAN 2017 27.4
17.B.E. AREA 2017 27.4

WASHROOMS WASHROOM REQUIREMENTS:

	TOTAL OCCUPANT LOAD	OCCUPANT LOAD PER GENDER	WASHROOM REGUREMENTS PER OCCUPANT LOAD	WASHROOM COUNT REQUIREMENT
ACCESSEALTY				LUN
CHURCH	569P	569P	1 PER 150P	2M + 2F
SCHOOL	150 STUDENTS + 8 STAFF = 158P	569P	1 PER 30 MALES AND 25 FEMALES	3M + 4F
DAYCARE	28 + STAFF		1 PER 10 STAFF	PROVIDED SEPERATELY
TOTAL				5M + 6F + 1UN

THE PROVIDED BM + BF + 2UNI EXCEEDS THE QUANTITY REQUIRED BY THE BCBC.

IST FLOOR WATER CLOSET COUNT EXCEPT DAYCARE

ZSTORETS
GROUP AS - ASSEMBLY
FACING 1 STREET (46% PERIMETER WITHIN 15M OF STREET).

CONSTRUCTION CLASSFICATION
12.2.2.5. GROUP A2. \$150 REPS. 45 MIN ROOF IF COMBUSTIBLE
4-MAX ROWAZ IF FACING 1 STREET
4-MAX LOOWAZ IF FACING 2 STREETS

NUMBER OF EXITS. EXIT SEPARATION. TRAVEL DISTANCE.
NUMBER OF EXITS - 2 EXITS REQUIRED FROM EACH PORTION OF FLOOR AREA - COMPUES.
EXIT SEPARATION - EXIT STANS ARE REQUIRED TO BE ENCLOSED ON LEVEL 1 AND 2 (3.4.4.1.)

HOLD-OPEN DEVICES
RATED DIF DOORS ARE PERMITTED TO BE ON HOLD-OPEN DEVICES CONNECTED TO THE
FREE ALARM AND A LOCAL SMOKE DETECTOR, (3.1.8.14,1)) TO [3])
TRAVEL DETANCE - MAX 30M PERMITTED IN AN UNEPHINKLERED BUILDING, (3.4.2.5,(1))[7]

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BUILDING AREA (FOOTPRINT) NOT BEING INCREASED.

EMIS ARE REQUIRED TO BE SEPARATED FROM THE FLOOR AREA BY A 3/4-HOUR RATED FIRE SEPARATION. (3.4.4.1.)

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AND 200MS SYSTEM LIBROU MAX AREAS FOR A SINGLE BUIL SO TWO FIRST ARE REQUIRED.

TRAVEL DISTANCE COMPLES WITH MAX 30M

EXIT SEPARATION COMPLES (1444/2594 > 1/2 AND 13.744 > 944 N CORREDOR).

TOTAL PARKING EXISTING - 22 PARKING SPACES

PARKING REQUIREMENTS AS PER CITY OF SURRY BYLAWS:

1. CHURCH + O'M.
TABLE D. I: REQUIRED NUMBER OF OPI-STREET PARKING AND NOTICLE SPACES
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UNLESS ORIENWEEN DISCARED, THE NUMBER OF BECYCLE SPACES (SUBJECT TO SECTION E OF THE PART)
AND PARKING SPACES REQUIRED FOR USES PERMITTED IN THE SHILAW MUST BE PROVIDED AS FOLLOWS:

USES	PARKING SPACES	BICYCLE SPACES
ASSEMBLY HALL	10 PARKING SPACES PER 100m ² OF G.F.A.	NOT APPLICABLE
EXCEPT: PLACE OF WORSHIP	1.6 PARKING SPACES PER 100m ² OF G.F.A.	

PARITING FOR CHURCH = 1.8 PARKING SPACES PER 100 SQM OF AREA = 4 PARITING SPACES PARITING FOR GYM = 10 PARKING SPACES PER 100 SQM OF AREA = 20 PARKING SPACES (NOT TO BE CONSIDERED AST WILL BE USED BY STUDIORS).

USES	PARKING SPACES	ENCYCLE SPACES
PUBLIC SCHOOL AND PRIVATE SCHOOL ELEMENTARY	1.75 PARKING SPACES PER CLASSROOM; PLUS 9 PARKING SPACES FOR DROP-OFF; PLUS 2 PARKING SPACES FOR LOADING / UNLOADING OF INJES (PRIVATE SCHOOLS ONLY)	4 VISITOR HICYCLE SPACES PIER CLASSROOM

TOTAL NAMER OF CLEAR CASTROCKS — 6
PARTIME SEQUED — 1.75 PARTIME SPACE FOR CLASSROOM + 9 PARTIME SPACE FOR DROP-OFF + 2
PARTIME SPACE FOR LOADING/UNLOADING OF BLESS.
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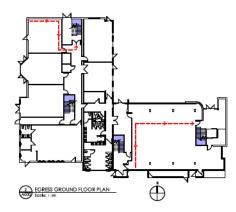
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TOTAL PARKING REQUIREMENT AFTER REDUCTION - 21 CAR SPACES + 24 MCYCLE SPACES



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PHOTO ALBUM

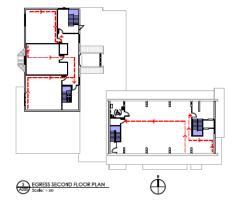




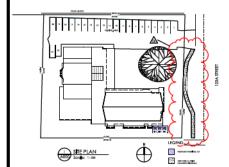


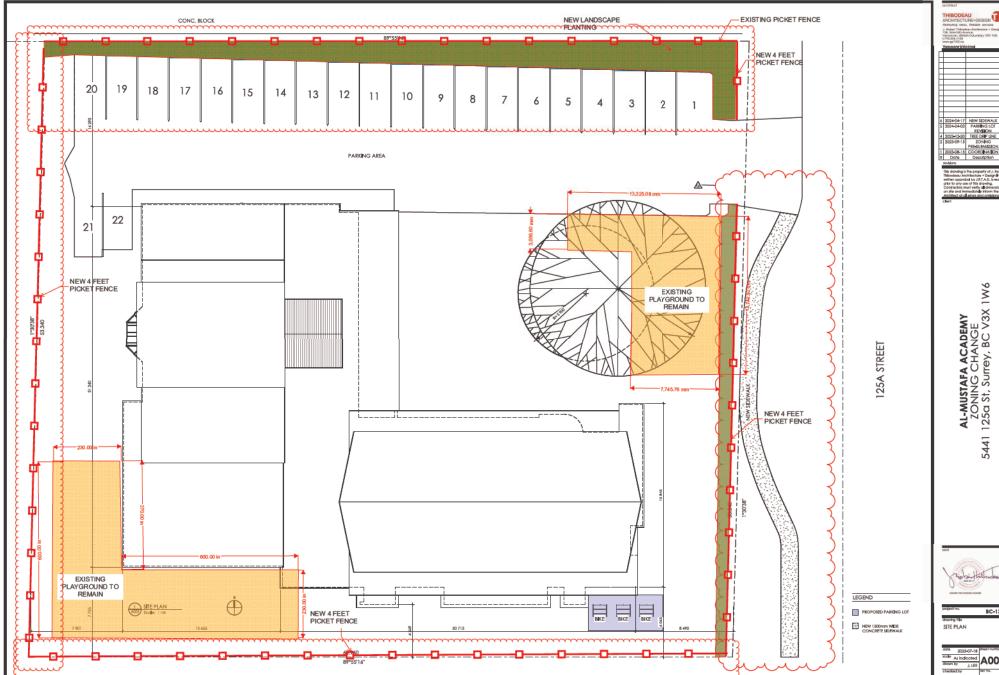
NORTHEAST VIEW





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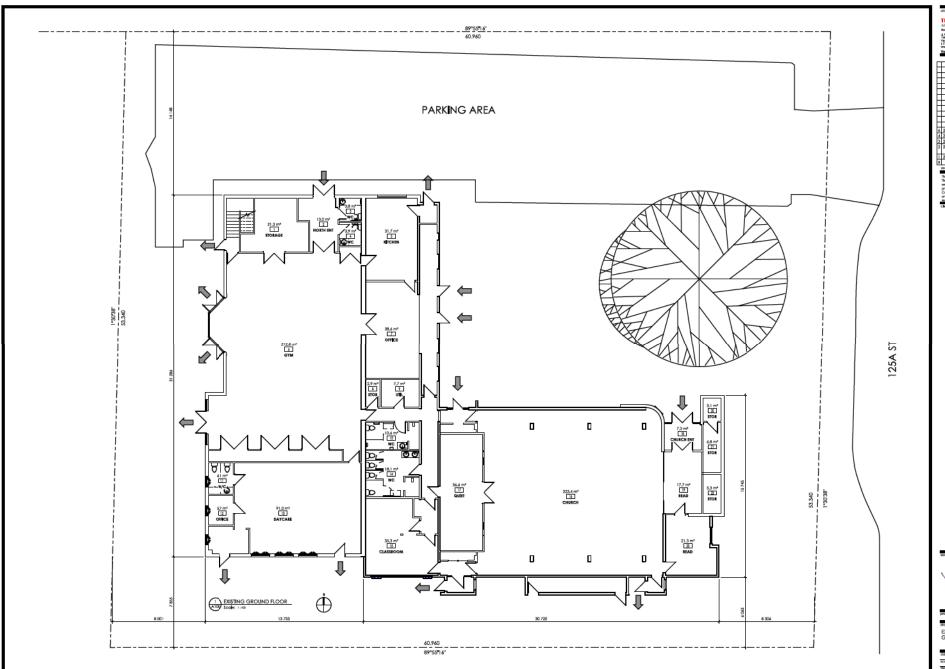




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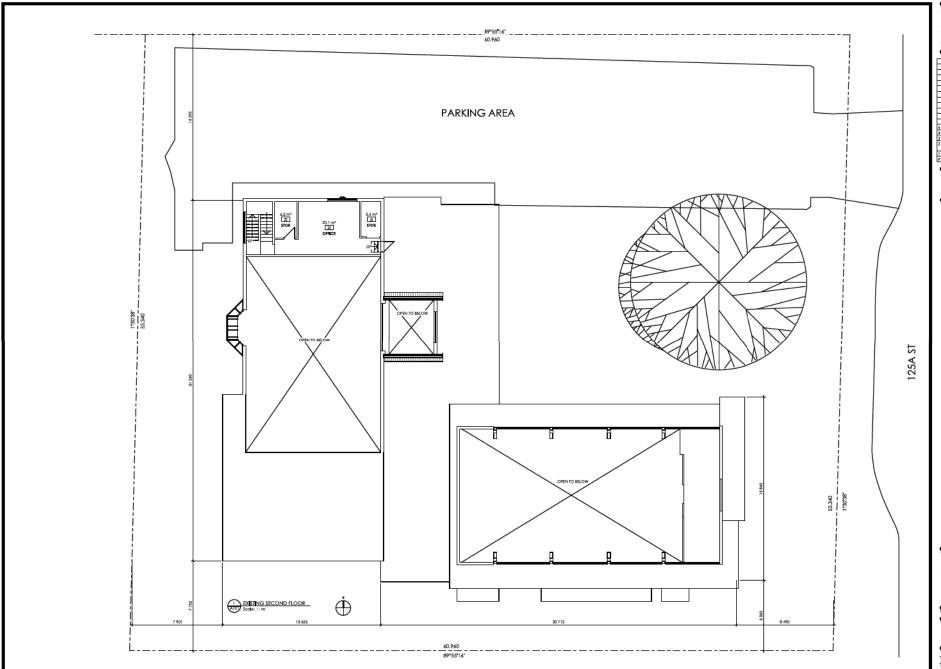
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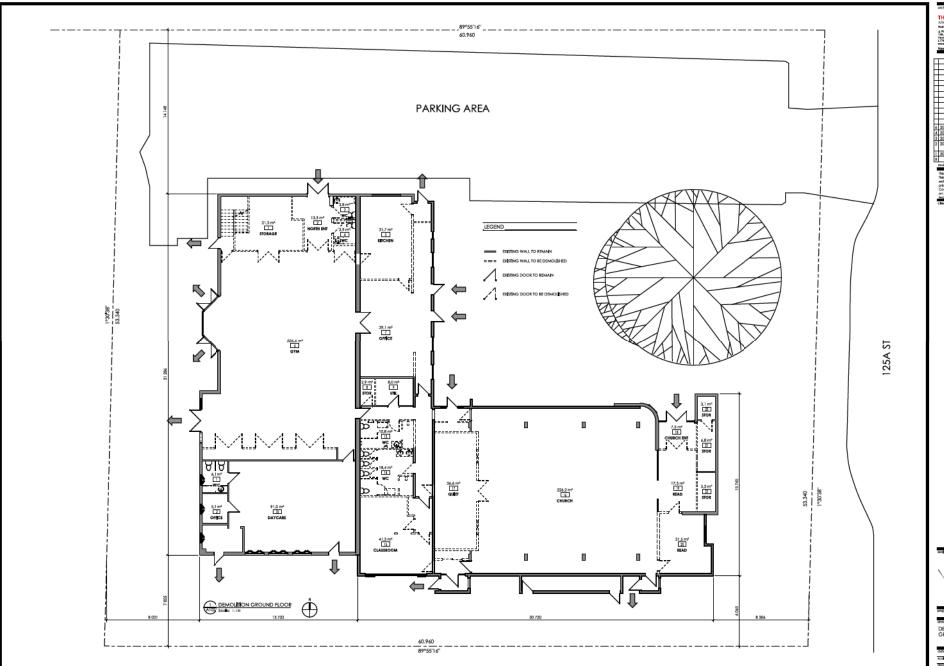
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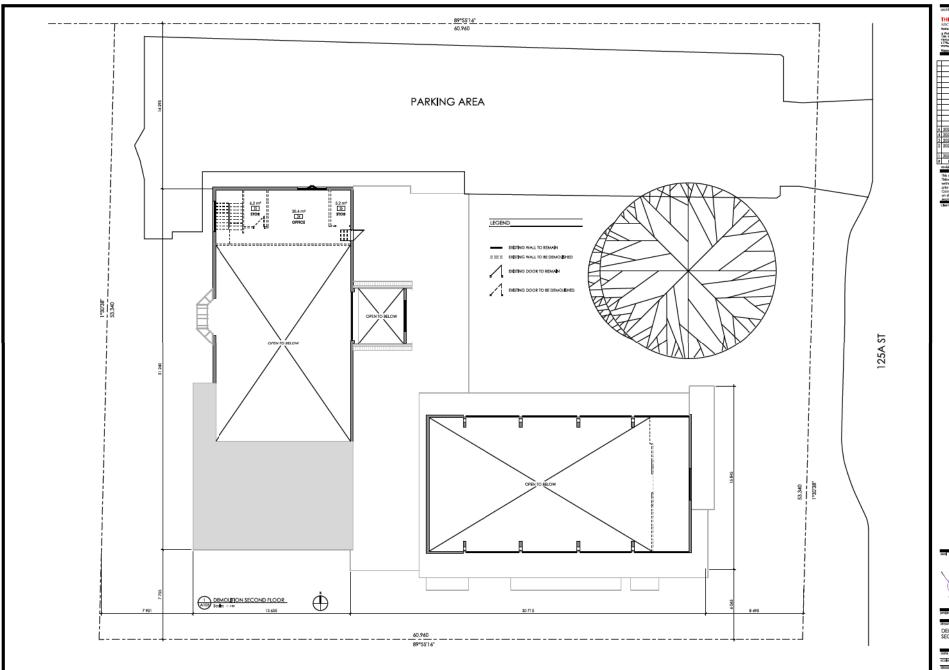


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BC-1328 DEMOLITION GROUND FLOOR

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BC-1328 PROPOSED GROUND FLOOR

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INTER-OFFICE MEMO

TO: Director, Development Planning, Planning and Development Department

FROM: Manager, Development Services, Engineering Department

DATE: October 01, 2024 PROJECT FILE: 7824-0130-00

RE: Engineering Requirements (Commercial/Industrial)

Location: 5441 125A St

HERITAGE REVITALIZATION AGREEMENT AMENDMENT

Property and Right-of-Way Requirements

• There are no road dedication requirements.

Works and Services

- Construct sidewalk along the west side of 125A St.
- Provide driveway, drainage, and sanitary service connections to the lot.
- Install a backflow preventer on the existing water service connection.

A Servicing Agreement is required prior to the Heritage Revitalization Agreement Amendement.

Jeff Pang, P.Eng.

Jeffy lang

Manager, Development Services

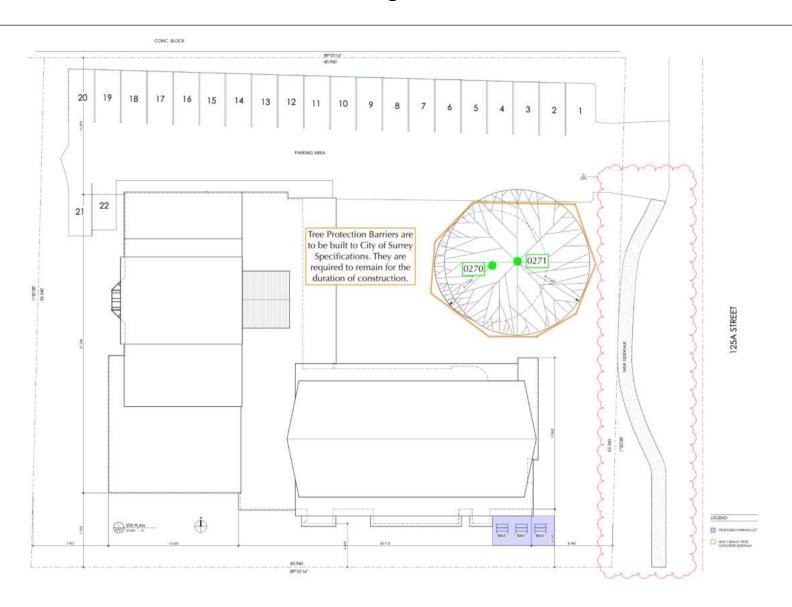
JNC

Summary of Tree Preservation by Tree Species

Tree Species	Existing	Remove	Retain		
Alder and Cottonwood Tre	Alder and Cottonwood Trees				
N/A	0	0	0		
All other Deciduous Tree	All other Deciduous Trees				
N/A	0	0	0		
Coniferous Trees					
Douglas Fir <i>(Pseudotsuga menziesii)</i>	2	0	2		
Total (excluding Alder and Cottonwood Trees)	2	0	2		
Total Replacement Trees Proposed (excluding Boulevard Street Trees)	0				
Total Retained and Replacement Trees	2				

No protected trees are recommended to be removed.

Tree Management Plan





DRAFT Surrey Heritage Advisory Commission -Minutes

2E - Community Room B City Hall 13450 - 104 Avenue Surrey, B.C.

WEDNESDAY, NOVEMBER 13, 2024 Time: 5:01 p.m

Present:

J. Ring

Councillor Stutt, Chair M. Hilmer F. Lou P. Priddy

Absent: Staff Present:

K. Hardie, Manager, Heritage Services

K. Baglo, Heritage Planner

B. Haney, Transportation Planner

V. Ng, Legislative Services Coordinator

S. Meng, Legislative Services Coordinator

B. **NEW BUSINESS**

1. PLANNING AND DEVELOPMENT

(b) Colebrook United Church (5441 125A Street) Heritage Revitalization Agreement Bylaw (HRA)

The Heritage Planner presented a report dated November 3, 2024, regarding a proposed Heritage Revitalization Agreement Bylaw (HRA) that has been received for the Colebrook United Church located at 5441 125A Street. The following information was highlighted

- The applicant is proposing to increase the floor area ratio from 0.3 to 0.48 to permit interior modification and the addition of a second storey floor within the church to allow three extra classrooms, a new gymnasium, accessible washrooms, stairs and an elevator.
- As the original Heritage Revitalization Agreement (HRA) was from 2000, there have been amendments that the Heritage Planner would like to have included in the current HRA. In response to the additions, Legal Services advised to repeal the original HRA and propose a new HRA for the applicant.
- The new HRA will include compensation for loss of heritage value if the building is destroyed due to non natural causes, requirement for replica, requirement to be in compliance with the City Heritage Property Standards of Maintenance Bylaws.
- The additions that were designed in 2000 will not be included in the new HRA. If the applicant wishes to pursue an addition in the future, a new design will be considered at that time

In response to questions from the Commission, staff provided the following information:

 The variance for parking available in the previous HRA will be transferred to the new HRA. No additional parking spots are required.

It was

Moved by Commissioner Priddy Seconded by Commissioner Hilmer That the Surrey Heritage Advisory

Commission (SHAC):

- 1. Receive this report dated November 3, 2024, as information;
- 2. Review the attached proposed Heritage Revitalization Agreement Bylaw (HRA) for the Colebrook United Church (Appendix II) and provide comments to staff; and;
- 3. Recommend to the General Manager, Planning and Development Department, that the Heritage Revitalization Agreement Bylaw for the Colebrook United Church be forwarded to Council for consideration following review by Legal Services and the City Architect.

Carried

CITY OF SURREY

BYLAW NO.

A bylaw to enter into a heritage revitalization agreement	
	•

WHEREAS:

- A. The Council may by bylaw pursuant to Part 15 of the <u>Local Government Act</u>, 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: 013-210-611

NE 175 Feet by 200 Feet of Parcel "A" (R.P. 8680), Fractional NE 1/4, Section 6, Township 2, Having a Frontage of 175 Feet on Station Road and 200 Feet on the North Boundary, New Westminster District

5441 - 125A Street

(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 Bylaw 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.

2.	Schedule "I" forms a part of this Bylaw.
3.	Heritage Revitalization Agreement By-law, 2000, No. 14014, is hereby repealed.
4.	This Bylaw may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement Bylaw, 20 , No"
READ .	A FIRST AND SECOND TIME on theday of20 .
READ .	A THIRD TIME on theday of2o .
	NSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the rate Seal on theday of2o .
	MAYOR
	CLERK

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement Bylaw, 20 , No.____]

HERITAGE REVITALIZATION AGREEMENT

This Agreeme	ent made the	_ day of, 20
BETWEEN:		
		AL-MUSTAFA ACADEMY SOCIETY, INC. NO. S0049743 5360 188A Street Surrey, B.C. V ₃ C ₇ C ₃
		(the "Owner")
		OF THE FIRST PART
AND:		
		<u>CITY OF SURREY</u> , a municipal corporation, and having offices at 13450 - 104 Avenue Surrey, British Columbia V ₃ T 1V8
		(the "City")
		OF THE SECOND PART
WHEREAS:		
A.		the registered owner in fee simple of the following lands and ate in the City of Surrey, British Columbia and described as:
	•	Parcel Identifier: 013-210-611 eet of Parcel "A" (R.P. 8680), Fractional NE 1/4, Section 6, Township 2, f 175 Feet on Station Road and 200 Feet on the North Boundary, New Westminster District
		5441 – 125A Street
		(the "Lands");
В.		nd the City consider that the Lands, including the improvements and the Lands, have heritage value and heritage character;
C.	The Owner ar	nd the City desire to conserve the <i>heritage value</i> and <i>heritage</i> he Lands;
D.	For the purpo	se of conservation of the <i>heritage value</i> and <i>heritage character</i> 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"), Appendix "A-1" (the "Plans and Elevations") and Appendix "B" (the "Donald Luxton and Associates Inc Plan"); and
- G. The Colebrook United Church (the "Church") is listed on the Surrey Heritage Register, and protected by Heritage Revitalization Agreement By-law, 2000, No. 14014, 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.
- H. In addition to providing for the conservation of the Lands and the Church, the Owner and the City have agreed to allow for construction of a second storey within the Colebrook United Church.
- I. The Lands are subject to variances contained in Appendix "C".
- J. Heritage Revitalization Agreement By-law, 2000, No. 14014, is hereby repealed, and the heritage revitalization agreement between the United Church of Canada and the City dated for reference the 4th day of December, 2000 is hereby replaced with this Agreement.

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 <u>Local Government Act</u>, R.S.B.C. 2015, Chapter 1, 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 and the Donald Luxton and Associates Inc Plan form 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 and the Donald Luxton and Associates Inc Plan identify, detail and describe the character, extent and nature of the improvements and features on the Lands that have heritage value and heritage character including, but not limited to: form, scale and massing, A-frame roof configuration, cornerstone, random ashlar stone walls, and stained-glass windows. Part II of the Conservation Plan and the Donald Luxton and Associates Inc Plan set 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 and the Donald Luxton and Associates Inc Plan set out the standards and specifications for restoration, rehabilitation, replication, repair, replacement, or maintenance to be undertaken and completed pursuant to this Agreement. Additional standards and specifications not identified in Part III of the Conservation Plan or the Donald Luxton and Associates Inc Plan, may be required as identified by the heritage professional or the City, or as pursuant to the Heritage Property Standards of Maintenance Bylaw, 2017, No. 18931 and are to be completed in accordance with the timing provisions of this Agreement or as otherwise directed by the City.

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 Donald Luxton and Associates Inc Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan and the Donald Luxton and Associates Inc Plan.
 - (c) All improvements identified in the Conservation Plan as having heritage value and heritage character shall be maintained to the minimum standards as set out in the Heritage Property Standards of Maintenance Bylaw, 2017, No. 18931, and in accordance with the guidelines and requirements set out in the Conservation Plan and the Donald Luxton and Associates Inc 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 City's Heritage Advisory Commission. The restoration of the Church shall reflect the character-defining elements and design components including, but not limited to: form, scale and massing, Aframe roof configuration, cornerstone, random ashlar stone walls, and stained-glass windows, 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 City's Heritage Advisory Commission. The construction of the replica 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 \$36,445.97 indexed to the Vancouver Consumer Price Index (CPI) with 2024 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 City's 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, 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 enter onto the Lands to undertake the necessary works to secure the Church and Lands, 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 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) Once the Church is occupied, there must be appropriate security measures in place to maintain the integrity and security of the Church and Lands. Should the Church 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 the Donald Luxton and Associates Inc 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 Donald Luxton and Associates Inc 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 <u>Community Charter</u>, S.B.C. 2003, c.26 (the "Community Charter").
- (m) The Owner acknowledges and agrees that the City may install and display a commemorative heritage plaque or marker (the "Plaque") in connection with the heritage status of the Lands and the Owner hereby consents to any such installation and display. The content, appearance, and any other characteristics of the Plaque will be determined by the City, in the City's sole discretion. The Owner acknowledges and agrees that the City may require the Owner to attend to the installation of the Plaque in which case the Owner acknowledges and agrees to attend to the installation as soon as reasonably possible following receipt of the Plaque from the City.

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 Donald Luxton and Associates Inc 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 Donald Luxton and Associates Inc 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 or 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 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 Donald Luxton and Associates Inc 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 bylaw 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

Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws 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:

AL-MUSTAFA ACADEMY SOCIETY, INC. NO. S0049743 5360 188A Street Surrey, B.C. V3C 7C3

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 Donald Luxton and Associates Inc 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.

<u>Interpretation</u>

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.

Per: Wahid Fahim
Authorized Signatory

AL-MUSTAFA ACADEMY SOCIETY, Inc. No. S0049743

CITY OF SURREY

Brenda Locke Mayor

Jennifer Ficocelli

City Clerk and Director Legislative Services

Appendix "A"

CONSERVATION PLAN

PART I - HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

Colebrook United Church is a modern A-frame variation on the West Coast style, linked to an adjacent new church structure, located in the residential neighbourhood of Panorama Ridge in Surrey, and surrounded by single dwelling houses.

2. Heritage Value of Historic Place

Colebrook United Church is valued as an indicator of the population growth in the Panorama Ridge neighbourhood of Surrey following the end of the Second World War, as many returning soldiers and their families settled in the area. The earliest part of the building was built as a community hall, but with the founding of the parish in 1947, the building was purchased and moved to its present site, rebuilt and enlarged for use as a church. In 1959 a new church addition was built, reflecting the continued expansion of the community within a relatively short time. The earliest building on the site has now been replaced by a large new structure. Three stained glass windows from the original building have been re-installed in the new building.

Architecturally, Colebrook United Church is significant as an intact and excellent example of a postwar era religious structure, designed at a time when vertical proportions and expressionistic roof structures were used to highlight the spirituality of the architecture. The A-frame configuration, a common variation on the West Coast style, is enabled through the use of laminated wooden beams. Typical of the era, this structure uses a variety of materials, including coloured glass, stone walls and an extensive use of wood surfaces in non-traditional ways. The sanctuary is visually enclosed by the use of solid walls at the lower level, with clerestory windows above and a large window assembly centred on the front facade. The architect for the Church was W. Ralph Brownlee.

The Colebrook United Church is also significant as the first postwar era building to receive heritage protection in the City of Surrey, based on its architectural significance and its interior and exterior integrity.

3. Character Defining Elements

Key elements that define the heritage character of the Church include its:

- location on a treed lot:
- form, scale and massing, especially its A-frame roof configuration;
- cornerstone: "To the Glory of God Colebrook United Church Oct. 25, 1959. Founded 1947";
- original random ashlar stone walls, running straight across the front facade and curving into the side entry; and
- original stained-glass window with cross motif on street façade.

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The 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 bylaw 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 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 City's Heritage Advisory Commission within one (1) year of the adoption of a bylaw authorizing the City 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 City's 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 on the Church under Parts II or III.

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, restoration of the Church shall commence at any time following the adoption of a bylaw 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 landscaping improvements as shown in Appendix A-1 shall be completed within one year of the adoption of a bylaw to enter into this Agreement.

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 and the Donald Luxton and Associates Inc 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 Donald Luxton and Associates Inc 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 conservation architect or qualified heritage consultant acceptable to the City;
 - (c) simple repair and maintenance of existing elements not affecting the *building* structure, exterior or interior appearance of the Church; or

- (d) changes to the exterior of the addition that are considered by the City Architect to be complimentary to the character of the Church and do not overpower the Church. If the exterior colour scheme of the addition is changed, the new colour scheme shall be complementary to the Church, and determined in consultation with the City Architect.
- C. A heritage alteration permit shall be required for all but minor 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 City's 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 Donald Luxton and Associates Inc Plan, and with 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.

6. Conditions

- A. The works specified in Part III and attachments to this Conservation Plan and the Donald Luxton and Associates Inc 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 and the Donald Luxton and Associates Inc 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. Foundation

The Church will remain on its original foundation. Damaged areas shall be repaired as necessary using a formulation similar to existing.

2. Roof Structure and Cladding

The Church is designed in an A-Frame West Coast style, which features wood cladding and trim, and large stained-glass windows on the front gable. The existing A-frame structure including its roofing form on the Church side of the historic property; wraparound flat roof extensions below the clerestory band of windows; and shed roofs on the side are to be preserved. If replacement of materials is required, the replacement materials are to match the original in size, material and style.

When replacing with a new roof, the existing roof shall be replaced with asphalt shingles in light gray, or as approved by the City Architect.

3. Building Envelope, Exterior, and Cladding

The lower front of the Church features a rough-cut stone facing. This east wall is asymmetrical to the main portion of the Church, extending briefly along the north side of the Church. On this side of the Church, the wall frames a recessed main entrance of two solid oak doors. On the east side of the entrance, the wall corner is a right angle, while on the west side of the entrance the stone wall is curved. The Church's cornerstone is placed within this curved wall, and this wall extends to the inside of the main entry hall. The remainder of walls are clad in a vertical channel cedar. The inner panel of the two main doors have a distinctive pattern of vertical squared grooves on both the interior and exterior facing. Vertical channel cedar wood cladding covers the remainder of the main floor and the gables.

The existing original random ashlar stone wall across front facade and curving into the side entry on both exterior and interior elevations shall be preserved.

The cornerstone imbedded onto the existing curved ashlar stone wall shall be preserved.

The exterior wood cladding, stonewall and detailing shall be repaired rather than replaced. If replacement is determined to be required, the replacement materials shall match the original materials in size, material and style.

4. Windows and Doors

The roof frames the modern stained-glass windows in the front gable facing 125A Street. Memorial stained-glass windows are also located on either side of the two solid oak doors, within the recessed main entrance.

The tripartite stained-glass memorial windows from the older Church Hall were incorporated into the addition. These tripartite stained-glass windows were incorporated in the same size and configuration as original, framed by a peaked roof gable.

The original stained-glass window with cross motif shall be preserved. Replace damaged acrylic panels where shattered with same in size and dimension.

In the event that any window must be replaced due to aging or deterioration of materials, the replacement shall match the original in terms of style, shape, materials and assembly.

5. Colour

The exterior paint colour, including the 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 Architect 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 and trims.

Changes to the exterior colour scheme shall not be undertaken without first being reviewed and approved by the City Architect. The City Architect may consult with the City's Heritage Advisory Commission about the colour scheme.

6. Interior Condition

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

7. New Construction:

New construction not provided for in this Conservation Plan and the Donald Luxton and Associates Inc Plan will be subject to a heritage alteration permit.

8. Site Feature, Landscaping and Fences:

The section of the Lands surrounding the Church that conveys the original historic character of the property includes the area surrounding the two mature fir trees located on the north side of the Church. The two mature fir trees shall be preserved and maintained in their original state.

Along the west, south and east *lot* lines of the developed portion of the Lands, a 3 metre [10 ft.] wide landscape strip shall be provided, and along the north *lot* line of the developed portion of the Lands, a 0.6 metre [2 ft.] wide landscaping strip shall be provided, consisting of hedges, ground cover, decorative fencing, or a combination thereof. The north and east property lines will be marked with a picket fence of 1.2 metres [4 ft.] height. The landscaping is to be appropriate for the heritage period of the Church. The fence may be painted in a colour complementary to and appropriate for the heritage period of the Church.

Play structures and bicycle parking are permitted within the landscape buffer as shown in the plans and elevations attached as Appendix "A-1".

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100 (the "Tree Bylaw") and considered to be "Protected Trees" under the Tree Bylaw.

9. Plans and Elevations:

The plans and elevations attached as Appendix "A-1" form part of this Heritage Conservation Plan.

10. 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.

(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 "A-1"

PLANS AND ELEVATIONS

(Attachment beginning on the next page)

AL-MUSTAFA ACADEMY 5441 125a St, Surrey, BC V3X 1W6 **ZONING CHANGE APPLICATION PA-1 TO PA-2** BC-1328

LEGAL DESCRIPTION

POLIC: 6067-97102-0

LBGAL DISCRIPTION :
PARCEL A SECTION & TOWNSHIP 2 NIND PART NE 1/4 NE 175 FT BY 200 FT OF (BEF PL
8888) (PRACTIONAL NE QUARTER, HAYING A FRONTAGE OF 175 FT ON STATION RD &
200 FT ON THE N BOUNDARY.

SUMMARY OF WORK

THE INTENT OF THIS SUBMISSION IS TO REQUEST A ZONING CHANGE FROM PA-1 TO PA-2 WITH THE OBJECTIVE TO ALLOW THE SCHOOL TO ACCOMMODIATE I SO STUDENTS INSTEAD OF THE 50 CURRENTLY ALLOWED UNDER PA-1.

THE BILEDING IS MADE OF 3 COMPONENTS:
A: THE APPRAME CHURCH STRUCTURE THAT IS COVERED BY THE HERITAGE
STRUM. THE NEW MEZZANEN WOULD REMAIN INSIDE THE BUILDING ENVELOPE
TO AVOID TRESCREING A HEMPAGE CHALLENGE.

A000 Scope: 1:500

C: THE BREEZEWAY THAT CONNECTS A & B WITH A TRIANGULAR ROOF SECTION ACTS AS A SKYLIGHT/OCCUUS FOR B.

CODE ANALYSIS

OCCUPANT LOAD:
SCHOOL = 150 STUDENTS + 8 STAFF
DAYCARE - REMAIN AS IT B
CHURCH SPACE - AREA 2555QM DENSITY JSSQM/P = 313
GYM SPACE - AREA 1925QM DENSITY JSSQM/P = 256

EA.E CALCINATIONS
1071A. SITE AREA "2015 SOM
1071A. SITE AREA "2015 27 SOM
1071A. SITE AREA "2015 SOM
1071A. AREA COVERAGE - 1832 AS GAM
1071A. AREA COVERAGE ON BOTH FLOORS = 1547.561 SQM
F.A.E - 1545.51/320 27 4
14.E - 1545.51/320 27 4
14.E - 1545.51/320 27 4
1545.61 SQM
1545.61 S

WASHROOMS WASHROOM REQUIREMENTS:

	TOTAL OCCUPANT LOAD	OCCUPANT LOAD PER GENDER	WASHROOM REGUREMENTS PER OCCUPANT LOAD	WASHROOM COUNT REQUIREMENT
ACCESSIBILITY				1 UN
CHURCH	569P	569P	1 PER 150P	2M + 2F
SCHOOL	150 STUDENTS + 8 STAFF = 158P	569P	1 PER 30 MALES AND 25 FEMALES	3M + 4F
DAYCARE	28 + STAFF		1 PER 10 STAFF	PROVIDED SEPERATELY
TOTAL				5M + 6F + 1UN

THE PROVIDED BM + 8F + 2UNI EXCEEDS THE QUANTITY REQUIRED BY THE BCBC.

IST FLOOR WATER CLOSET COUNT EXCEPT DAYCARE

BUILDING CHARACTERISTICS BUILDING AREA = 1.000 m² 2 STOREYS

ZSIORETS GROUP A2 - ASSEMBLY FACING 1 STREET (46% PERIMETER WITHIN 15M OF STREET)

CONSTRUCTION CLASSFICATION 12.225, GROUP A2 \$100EPS, 45 MIN ROOF F COMBUSTIBLE -MAX ROWAZ IF ACKING 1 STREET -MAX LOOWAZ IF ACKING 2 STREETS -MAX LOOWAZ IF ACKING 2 STREETS

NUMBER OF EXITS. EXELSPECIAL TRAVEL DISTANCE
NUMBER OF EXITS 2 EXITS REQUIRED FROM EACH PORTION OF FLOOR AREA - COMPLES.
EXITS SPARANTON—EXELSPECIAL ARE REQUIRED TO BE ENCLOSED ON LEVEL I AND 2 (5.4.4.1.)

HOLD-OPEN DEVICES
RATED DIF DOORS ARE PRINTING TO BE ON HOLD-OPEN DEVICES CONNECTED TO THE
FREE ALARM AND A LOCAL SMOKE DETECTOR, (3.1.8.14,1) TO [3]
TRAVEL DETANCE - MAX 30M PERMITTED IN AN UNSPRINKLERED BUILDING, (3.4.2.5,(1))[7]

ACCESSIBLITY REGULERMENTS
ACCESS TO MAIN ENTRANCE AND HALF OF ENTRANCES, INCLUDING FROM STREET AND

ACCIDES TO MAIN DIRENACE, AND HALF OF PRITAMEES, INCLUDING FROM STREET AND ROOM ARABIDA SERIEMANDES!

ACCIDES TO ALL ROOMS SECRET SERVICE ROOMS, CTC...) HROUGH 1500MM WIDE CONSTRUCTION DOORS CLEARANCE TO COLUMNISSE. WARNINGOM SER CONSTRUCTION OF CLEARANCE OF COLUMNISSE, WARNINGOM SER SECRETAL AND ACCESSES SHALL ARE SECRETED IN EACH GROUP WASHINGOM UNILES ALL INVISEAL WARNINGOME PROVISIONS OF WHICH AND ACCESSES.

"NOT REQUIRED, IF BUILDING AREA IS ACCEPTED UNDER ARTICLE 3,2,2,25.
BUILDING AREA (FOOTPRINT) NOT BEING INCREASED.

EMIS ARE REQUIRED TO BE SEPARATED FROM THE FLOOR AREA BY A 3/4-HOUR RATED FIRE SEPARATION. (3.4.4.1.)

AS GROUP AS OCCUPANCY RIGOR AREAS, LEVEL 2 EXCEEDS THE ISSMS (UNSPRINKLERED).
AND 200MS SPRINKLERED) MAX AREAS FOR A SINGLE PRIT, SO TWO FRIES ARE REQUIRED.

TRAVEL DISTANCE COMPLES WITH MAX 30M

EXIT SEPARATION COMPLES (1444/2594 > 1/2 AND 13.744 > 944 N CORRIDOR).

TOTAL PARKING EXISTING - 22 PARKING SPACES

PARKING REQUIREMENTS AS PER CITY OF SURRY BYLAWS:

1. CHURCH + O'M.
TABLE D. I: REQUIRED NUMBER OF OPI-STREET PARKING AND NOTICLE SPACES
[BL 1438: 1434: 15127: 1729: 17706: 17975: 17976: 1926: 1927: 1917: 1917: 19902: 20000, 20026, 20048. 20091
UNLESS ONERWISE NUICAIRD, THE NUMBER OF BEYCLE SPACES (SUBJECT TO SECTION E OF THE PART)
AND PARKING SPACES REQUIRED FOR USES PERMITTED IN THE SHILAW MUST BE PROVIDED AS FOLLOWS:

USES	PARKING SPACES	BICYCLE SPACES	
ASSEMBLY HALL	10 PARKING SPACES PER 100m ³ OF G.F.A.	NOT APPLICABLE	
EXCEPT: PLACE OF WORSHIP	1.6 PARKING SPACES PER 100m ² OF G.F.A.		

PARTING FOR CHURCH = 1.8 PARTING SPACES PER 100 SQM OF AREA = 4 PARKING SPACES
PARTING FOR GYM = 10 PARTING SPACES PER 100 SQM OF AREA = 20 PARTING SPACES (NOT TO BE
CONSIDERED AST WILL BE USED BY STUDDEN).

USES	PARKING SPACES	RECYCLE SPACES
PUBLIC SCHOOL AND PRIVATE SCHOOL ELEMENTARY	1.75 PARKING SPACES PER CLASSROOM; PLUS 9 PARKING SPACES FOR DROP-OFF; PLUS 2 PARKING SPACES FOR LOADING / UNLOADING OF INJES (PRIVAIR SCHOOLS ONLY)	4 VISITOR HICYCLE SPACES PIER CLASSROOM

TOTAL NAMER OF CLASSTOCKS — 6
PARISH SECURED — 1.75 PARISHS SPACE FOR CLASSROOM + 9 PARISHS SPACE FOR DROP—OFF + 2
PARISHS SPACE FOR LOADING/UNLOADING OF BLOSS,
PARISHS = 1.75 X6 + 9 + 2 = 10.5 + 9 + 2 = 21.5 = 22 PARISHS SPACES + 4 VELTOR HOCYCLE SPACE FOR CLASSROOM = 22 CRAF PARISHS SPACES + 24 HOCYCLE SPACES

3. CHILDCARE CENTRE

JSE5	PARKING SPACES	BOCYCLE SPACES
DINELD GARE DENTRE	0.70 PARKINGN SPACES PER EMPLOYEE, IN ACCORDANCE WITH THE NUMBER OF BUYLOYEES REQUIRED UNDER THE COMMUNITY CASE AND ASSISTED UNING ACT, AS AWAIGNED: WANGED TO THE ANALYSIS PARKING SPACES PER LICINATED CHILD FOR DROP OFF. OR 2 PARKING SPACES, WHICH CHILD FOR DROP OFF.	NOT APPLICABLE

PARKING REQUIRED • 70 PARKING SPACE PER EMPLOYEE + 2 PARKING SPACE FOR DROP-OFF PARKING = 70 X 2 + 2 = 3.4 = 4 PARKING SPACE

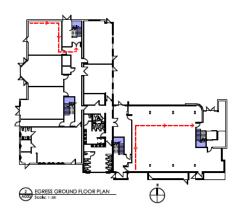
TOTAL PARKING ESQUIRED EXCLUDING GYM = 41 + 24 VISITOR INCYCLE SPACES

COMMINE.

CONTROL OF THE SCHOOL ARE NOT USED AT THE SAME TIME, HENCE, THE ACTUAL PARKING REQUIREMENTS WOULD BE CHILICCH (IS SPACES) IF USED REQUIRE IF SPACES, ON THE CHIEF WAND, THE SCHOOL OF SEASON SPACES, MASHING A ADDITIONAL CAR PARKING SPACES AND THE 2 SPACES WOULD REQUIRE 26 SPACES, MASHING 4 ADDITIONAL CAR PARKING SPACES AND THE 24 SECTION SPACES PROVIDED.

AS FER THE TRANSPORTATION COMMENTS FROM THE CIFY, A 25% REDUCTION FOR ALTERNATIVE TEMPORAL DISTRIBUTION OF PARKING DEMAND WOULD BE ACCEPTABLE AT THIS SITE. 25% OF 245 = 25 ARSHOR SPACES.

TOTAL PARKING REQUIREMENT AFTER REDUCTION - 21 CAR SPACES + 24 MICYCLE SPACES



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<u> </u>	AWING LIST												
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A400	BUILDING SECTIONS -			•			•		•				•

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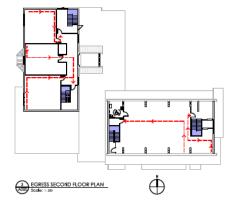
EXISTING CHURCH INTERIOR



NORTHEAST VIEW



EXISTING GYM INTERIOR



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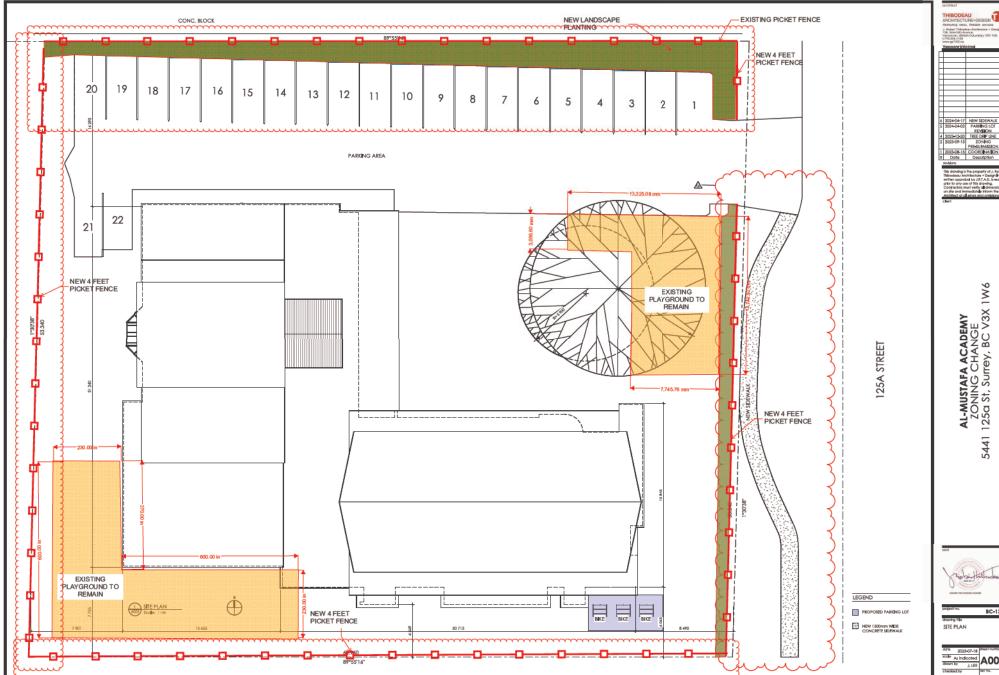
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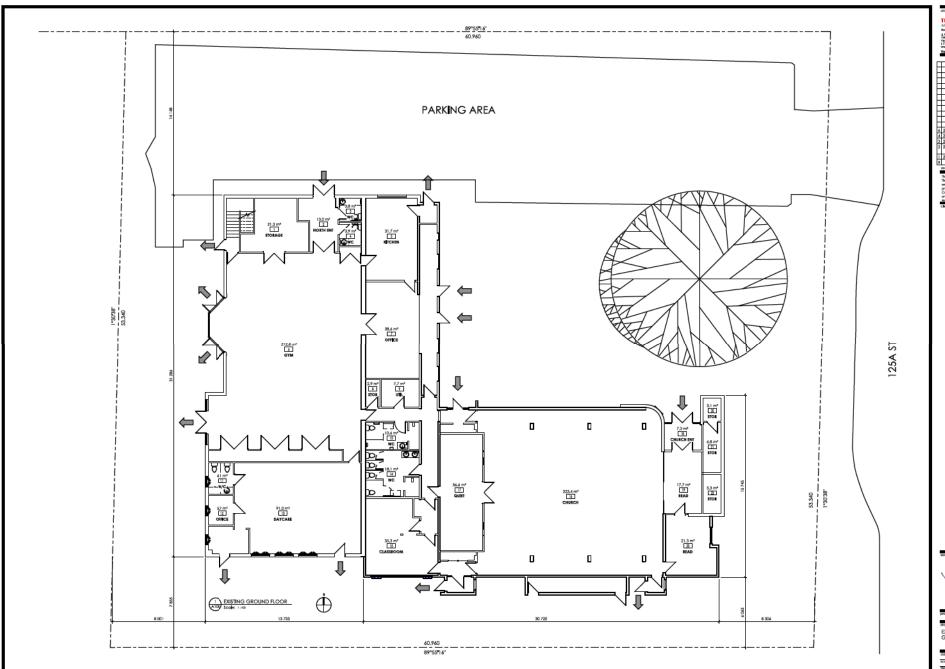




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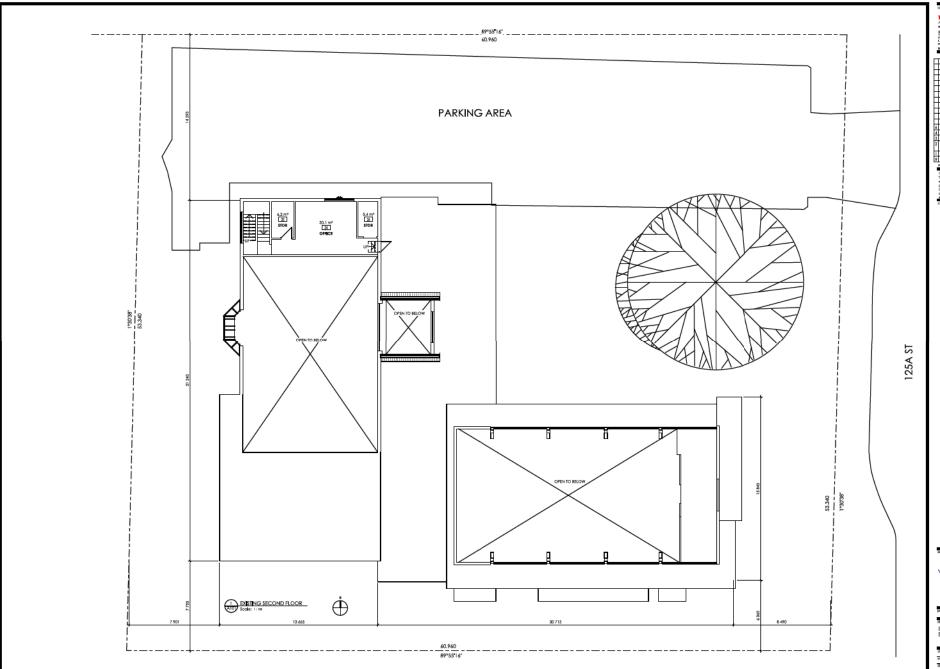
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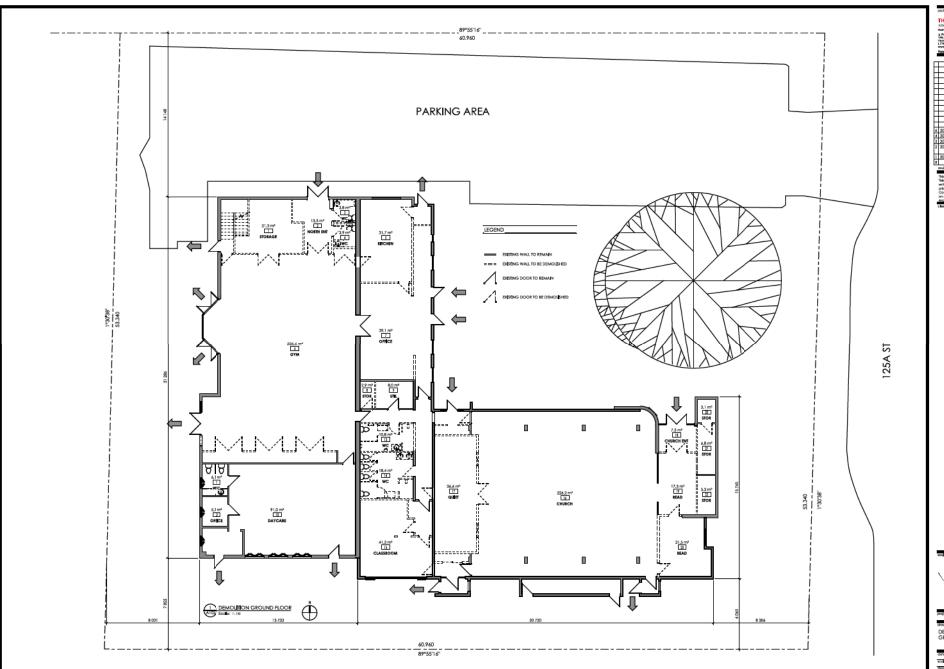
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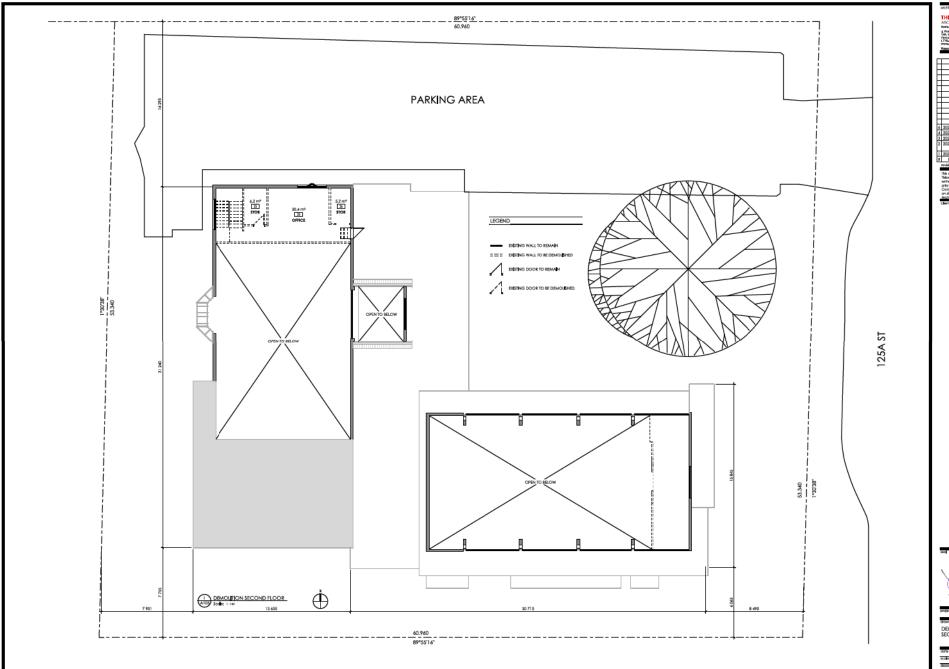


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PROPOSED GROUND FLOOR

AL-MUSTAFA ACADEMY ZONING CHANGE 5441 125a St, Surrey, BC V3X 1W6

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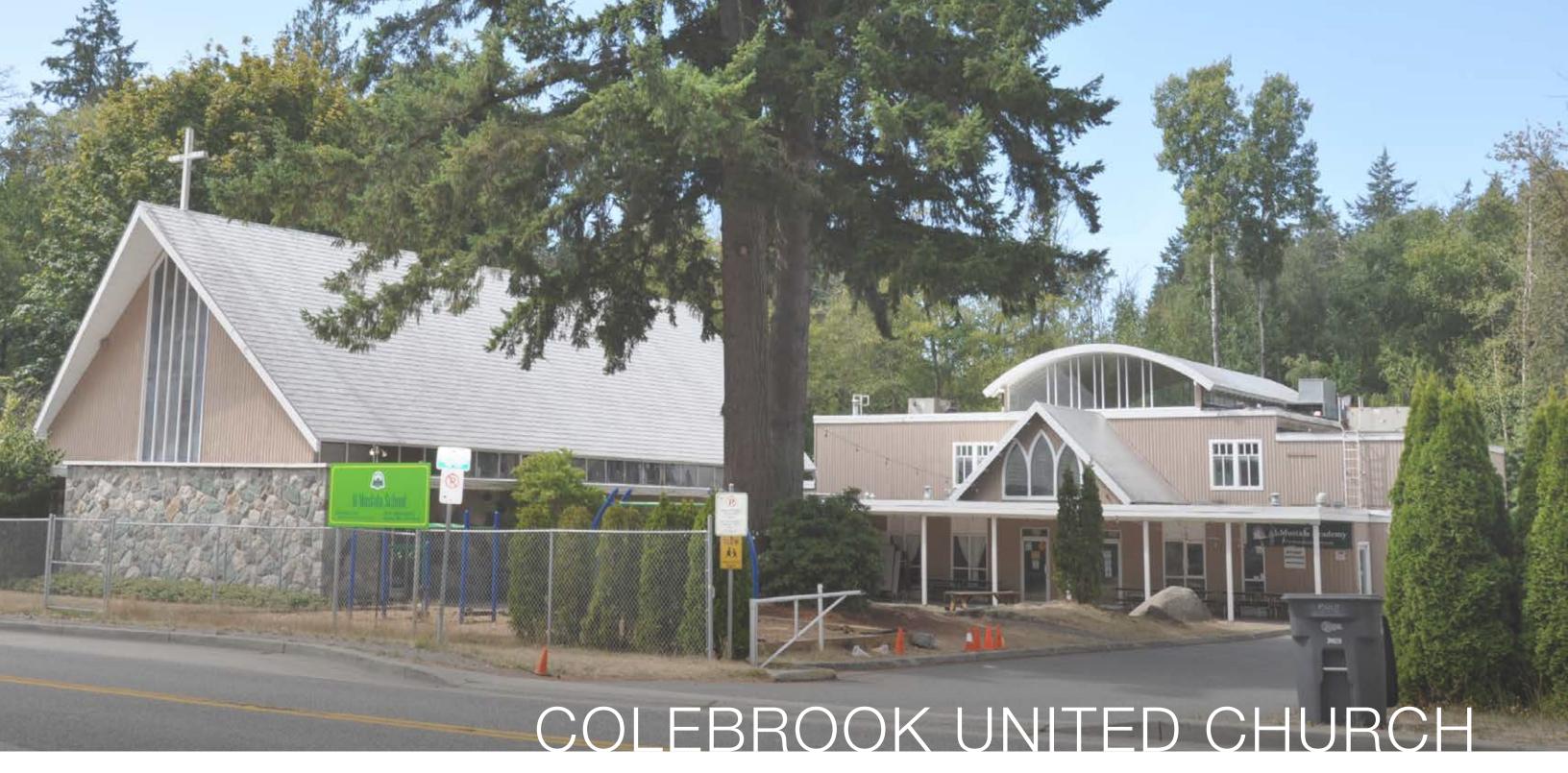


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Appendix "B" (THE "DONALD LUXTON AND ASSOCIATES INC PLAN")

(Attachment beginning on the next page)



5441 125A STREET, SURREY, B.C.

CONSERVATION STRATEGY

MAY 2024



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1 INTRODUCTION

Building Name:	Al-Mustafa Academy
Historical Building Name:	Colebrook United Church
Civic Address:	5441 125A Street Surrey, BC V3X 1W4
Legal Description:	Parcel A, Part NE1/4, Section 6, Township 2, New Westminster Land District, NE 175 Ft by 200 Ft of (Ref PL 8680) Fractional NE Quarter, having a frontage of 175 ft on Station Rd & 200 Ft of the N Boundary
Year of Construction:	1959
Original Owner(s):	Colebrook United Church
Architect/Designer:	W. Ralph Brownlee
Builder:	Harvey Kent

1.0 INTRODUCTION

The intent of this report is to review and assess the existing condition of the Al-Mustafa Academy, the former Colebrook United Church, and adjacent facilities and to catalogue exterior and interior elements of significance that may be affected by the proposed rehabilitation of the building. The following conservation strategy will address the proposed interior renovations of the Al-Mustafa Academy as they relate to original materials. This will be developed as a recommended guide for the project team in its planned rehabilitation.

In August 2023, a design scheme for the interior modifications was prepared and distributed by Thibodeau Architecture + Design. The overall intent is to maximize the current interior spaces to better meet the current and future growing demands of the Academy; through the creation of more classrooms and activity areas to meet the needs of the increasing student population. The proposed plans alters the existing interior voluminous chamber of the original church by adding a new upper level gym accessed through a public corridor, with new staircases on the west and east sides of the former church. On the east side of the church, an elevator is proposed to be located directly in front of the existing stained glass panels, providing barrier-free access to the upper level gym. The original church chamber on the main level shall remain but will have a new lower ceiling. A universal washroom is also planned on the upper level which will incorporate an existing laminated wood post/beam and clerestory windows into the space.

An assessment of the condition of existing exterior and interior elements has been undertaken. The wood laminated beams inside the main church chamber appear to be in good condition with no visible signs of structural deformations or delamination. The existing wood ceiling appears to be in excellent condition throughout with no visible roof leaks or staining. The existing stained glass panels on the east elevation above the original altar has been protected from the exterior with acrylic panels. Some acrylic panels have been damaged and are in need of repair or replacement. The random ashlar stone walls which form has been preserved since construction appear to be in excellent condition as viewed from both the interior and exterior of the church. No existing pews of the original church were observed inside the chamber. Existing light fixtures attached to the ceiling appear to have been replaced over time. The findings are further outlined in the succeeding sections of this report.



Above: Al-Mustafa Academy, the former Colebrook United Church, facing 125A Street. Donald Luxton and Associates / August 2023

1.1 HISTORY OF THE BUILDING

Colebrook United Church, located in the residential neighbourhood of Panorama Ridge in Surrey, was established originally as a community hall in 1947. The building was purchased and moved to its current location and rebuilt, enlarged for use as a church. The A-frame building was constructed in 1959 and the further expansions occurred to the rear of the church. The earliest building has been replaced as a result of this work; however, three original stained glass panels from the original building were reinstalled in the gable of the rear building.

The prominent steep pitched front-gable of the A-frame church fronting the roadway appears to float above a canopy and horizontal band of fixed windows on both north and south elevations. Anchoring the northeast section of the church is the random ashlar stone walls running straight across the front facade and curving in to the side entry. Adjacent to the church is the 1959 expansion that incorporated the three stained glass panels onto a smaller gable also fronting the roadway.

This Conservation Strategy is based on Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada*. It outlines the preservation, restoration, and rehabilitation that will occur as part of the proposed development.

1

2 STATEMENT OF SIGNIFICANCE

COLEBROOK UNITED CHURCH 5441 125A STREET, SURREY, BC

DESCRIPTION OF HISTORIC PLACE

Colebrook United Church is a modern A-frame variation on the West Coast style, linked to an adjacent new church structure, located in the residential neighbourhood of Panorama Ridge in Surrey, and surrounded by single dwelling houses.

HERITAGE VALUE OF THE HISTORIC PLACE

Colebrook United Church is valued as an indicator of the population growth in the Panorama Ridge neighbourhood of Surrey following the end of the Second World War, as many returning soldiers and their families settled in the area. The earliest part of the building was built as a community hall, but with the founding of the parish in 1947, the building was purchased and moved to its present site, rebuilt and enlarged for use as a church. In 1959 a new church addition was built, reflecting the continued expansion of the community within a relatively short time. The earliest building on the site has now been replaced by a large new structure, indicative of the still growing congregation; three stained glass windows from the original building have been re-installed in the new building.

Architecturally, Colebrook United Church is significant as an intact and excellent example of a postwar era religious structure, designed at a time when vertical proportions and expressionistic roof structures were used to highlight the spirituality of the architecture. The A-frame configuration, a common variation on the West Coast style, is enabled through the use of laminated wooden beams. Typical of the era, this structure uses a variety of material, including coloured glass, stone walls and an extensive use of wood surfaces in non-traditional ways, resulting in a composed and balanced interior that expresses spiritual calm. The sanctuary is visually enclosed by the use of solid walls at the lower level, with clerestory windows above and a large window assembly centred on the front facade. The architect for the church was W. Ralph Brownlee.

The Colebrook United Church is also significant as the first postwar era building receive heritage protection in the City of Surrey, based on its architectural significance and its interior and exterior integrity.

CHARACTER-DEFINING ELEMENTS

Key elements that define the heritage character of the Colebrook United Church include its:

- location on a treed lot;
- form, scale and massing, especially its A-frame roof configuration;
- cornerstone: 'To the Glory of God Colebrook United Church Oct. 25, 1959.
 Founded 1947.';
- original random ashlar stone walls, running straight across the front facade and curving in to the side entry;
- original stained glass window with cross motif in street facade; and,
- original surviving interior features such as the pews and light fixtures.*



Above: Al-Mustafa Academy facing 125A Street. Donald Luxton and Associates / August 2023

^{*}the pews and light fixtures have been removed since this SOS was written.

3.0 EXISTING CONDITIONS ASSESSMENT AND CONSERVATION STRATEGY

The character-defining elements identified in the Statement of Significance is taken on the Canadian Register of Historic Places. The following outlines the proposed work to be undertaken to the existing heritage building. The below table identifies the proposed conservation approach for the character-defining elements and their current condition.

Architectural plans were prepared by Thibodeau Architecture + Design, which propose the former Colebrook United Church's voluminous central chamber be split into two through the addition of a new floor above the existing church assembly floor. Interventions will also include new access staircases at either ends of the west and east sections of the building. Adjacent to the staircase on the east elevation facing the street, a new elevator has been proposed adjacent to the existing central

stained glass panels, partially obscuring it from view from the interior. At the west elevation, an existing wall with vertical wood pattern will be demolished to permit the construction of the new staircase and universal washroom, to be located in the southwest section of the church. Impact to both the existing natural stained curved laminated post/beam and a section of the existing clerestory windows will be further reviewed when additional architectural details become available.

Based on the architectural plans, sections, and perspectives that have been provided to DLA to date, the proposed work to the interior walls will incorporate portions of the laminated post/beam and clerestory windows however, it will not result in any impact to the exterior materials of the heritage building.

Under the Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada*, the conservation work proposed for the Colebrook United Church include aspects of preservation, rehabilitation and restoration.

Preservation: the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a 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 at a particular period in its history, while protecting its heritage value.

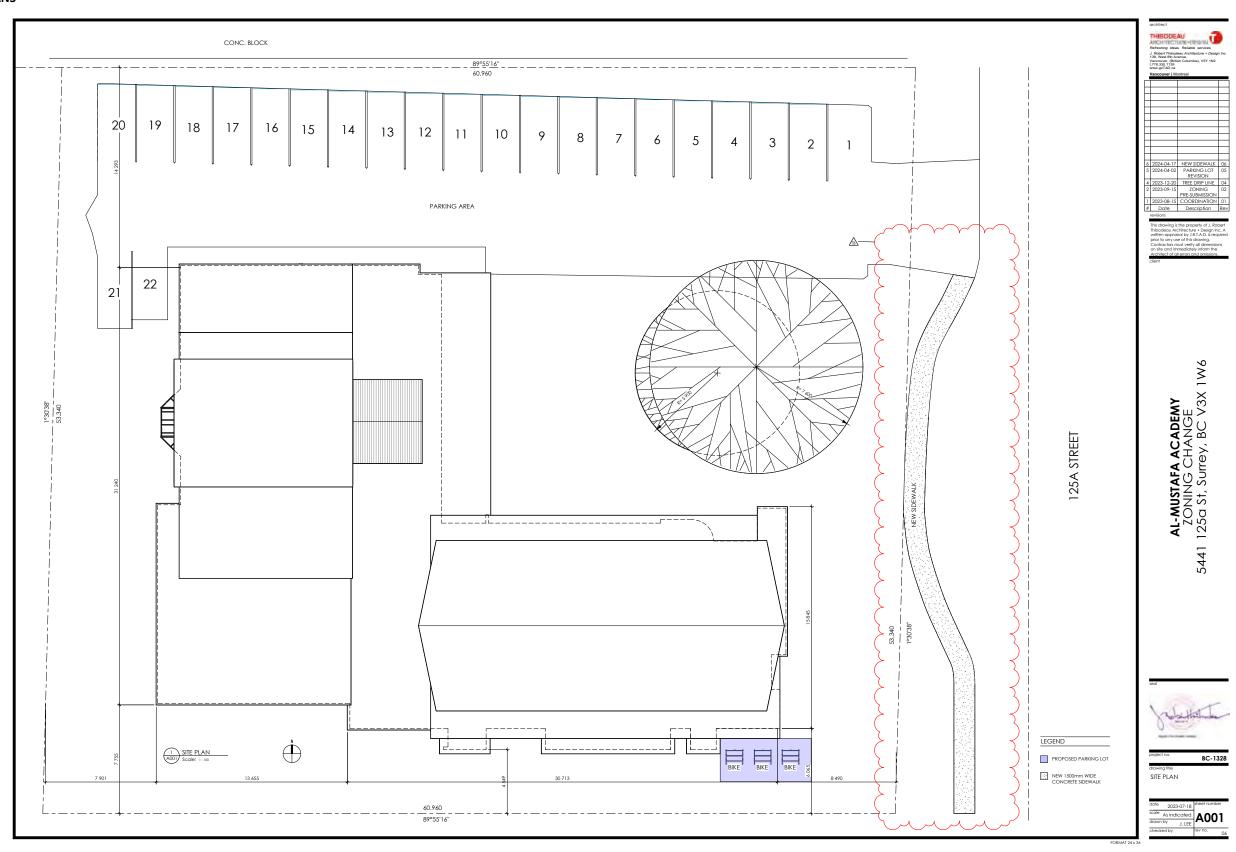
Rehabilitation: the action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

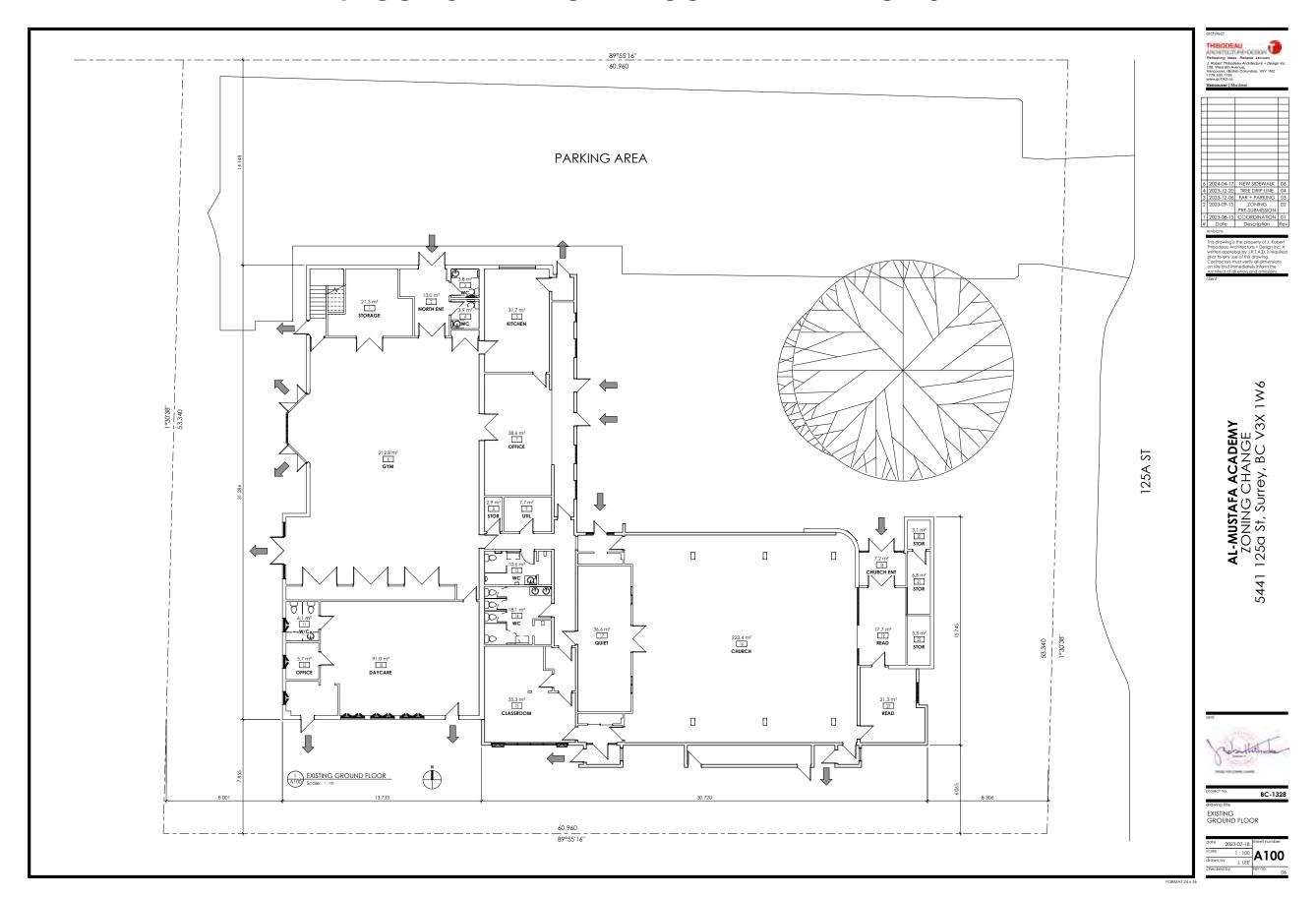
Interventions to the building should be based upon the **Standards** outlined in the *Standards and Guidelines*, which are conservation principles of best practice.

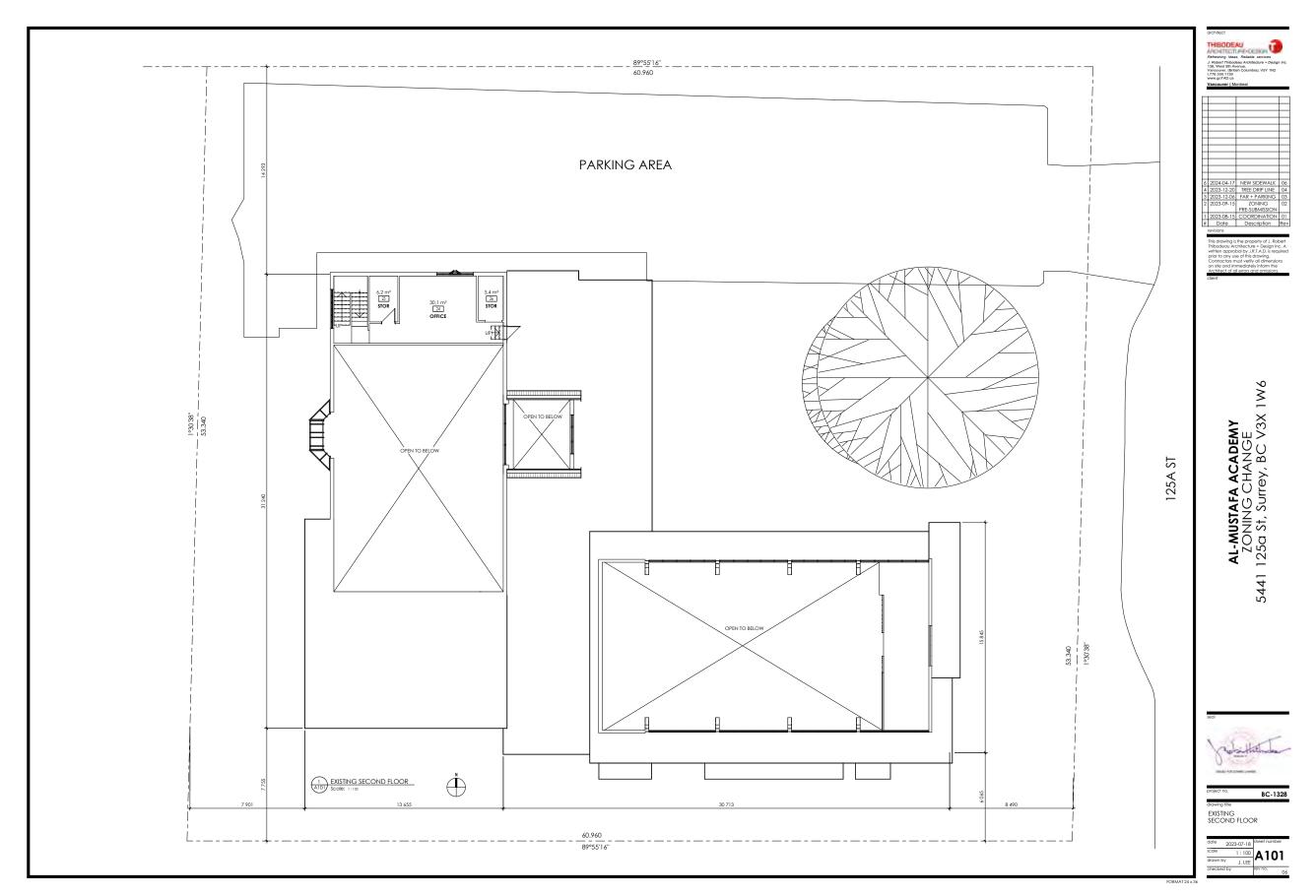
Character-Defining Element	Condition Assessment	Conservation Intervention	Conservation Recommendations
Location on a treed lot	GOOD	Preservation	 Preservation of existing old cedar trees on property. Preservation of existing A-frame structure including its roofing form on the church side of the historic property; wrap-
Form, scale and massing, especially its A-frame roof configuration	GOOD	Preservation	 around flat roof extensions below the clerestory band of windows; shed roofs on the side complete the types of roofs specific to the heritage building. Preservation of existing roofing material.
Cornerstone: 'To the Glory of God Colebrook United Church, October 25, 1959. Founded 1947.'	GOOD	Preservation	 Preservation of Cornerstone imbedded onto the existing curved ashlar stone wall. Preservation of existing original random ashlar stone wall across front facade and curving into the side entry on both exterior and interior elevations.
Original random ashlar stone walls, running straight across the front facade and curving into the side entry	GOOD	Preservation	 Preservation and restoration of original stained glass window with cross motif in. Replace damaged acrylic panels where shattered with same in size and dimension. Preservation and rehabilitation of existing character-defining elements such as laminated curved wood posts / beams in relation to proposed construction of new upper floor within the church building footprint. Preservation of any surviving
Original stained glass window with cross motif in street facade	GOOD	Preservation and Restoration	 church furniture original to Colebrook United Church and light fixtures, if present. Installation of new floor level over existing church assembly area. Interior space planning of the existing main and new level such as, elevator core on the east wall of the church adjacent
Original surviving interior features such as the pews and light fixtures*	n/a	n/a	 to the existing stained glass window with cross motif facing street facade. Laminated post/beam will be built up to as the new floor over the original church assembly area is constructed during the renovation. Proposed universal washroom on the upper level new partitions will incorporate the northwest laminated beam at the corner and the clerestory windows in a manner that preserves these element in place.

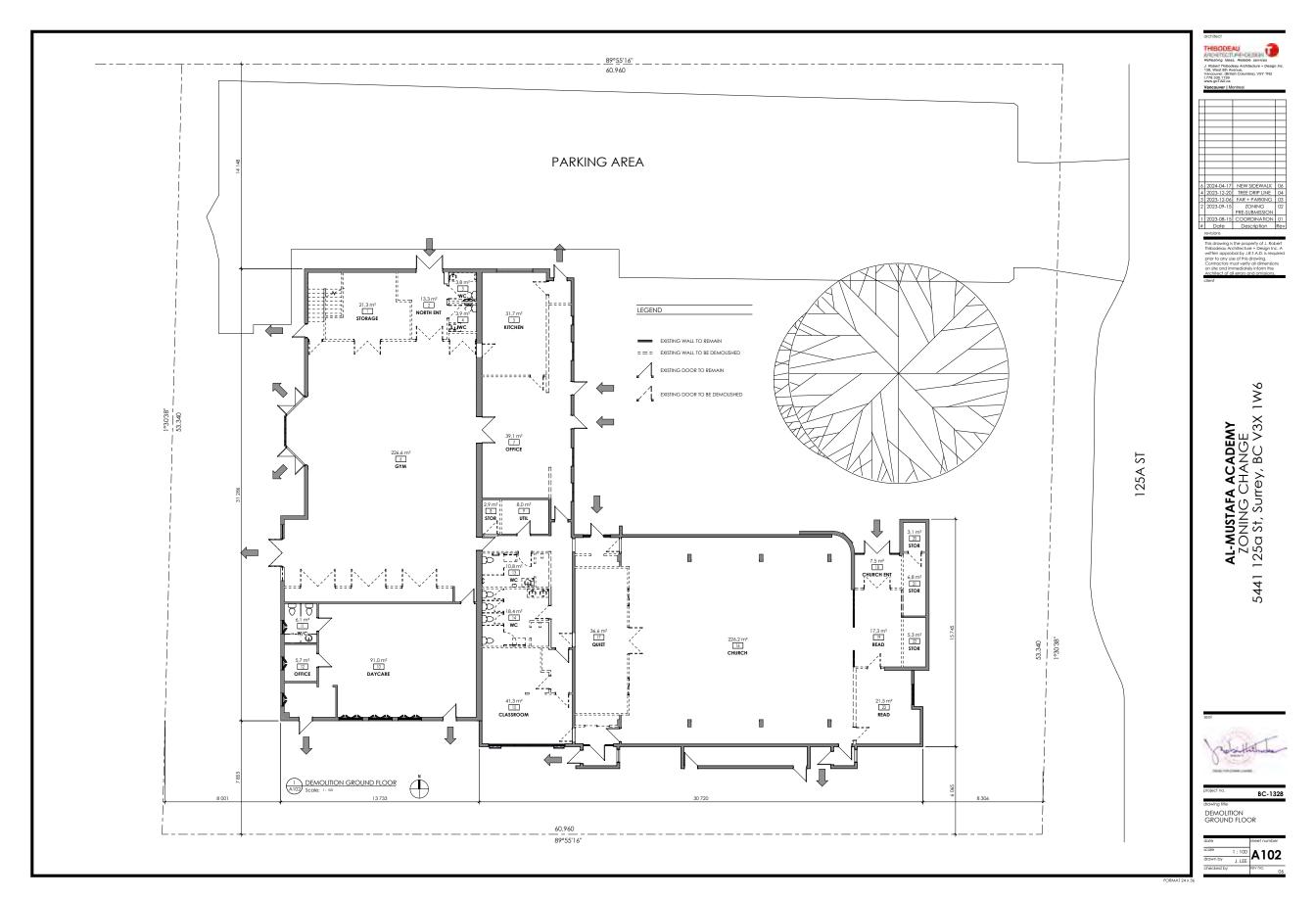
^{*}the pews and light fixtures have been removed since the CDEs were compiled for the SOS.

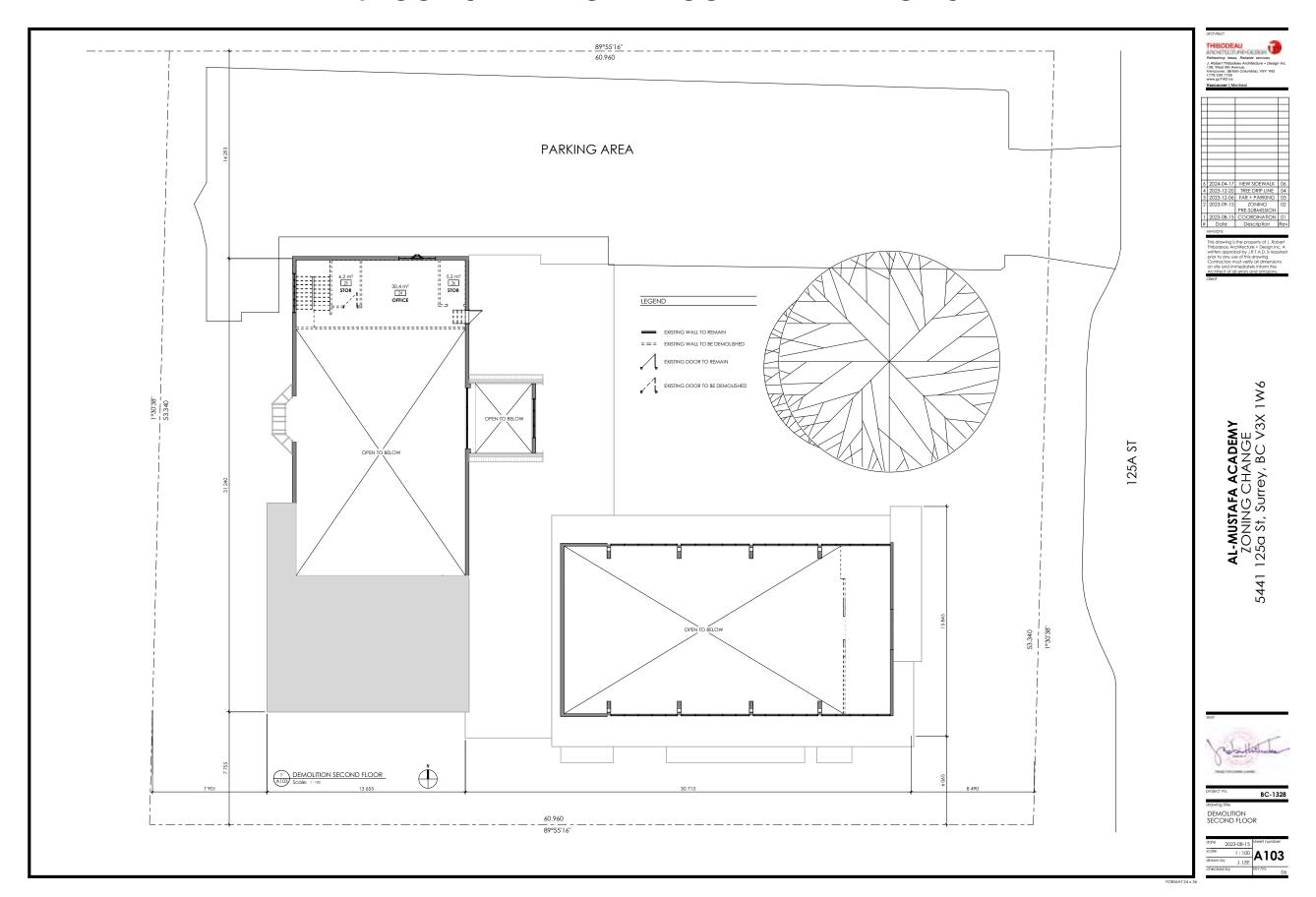
3.1 ARCHITECTURAL PLANS

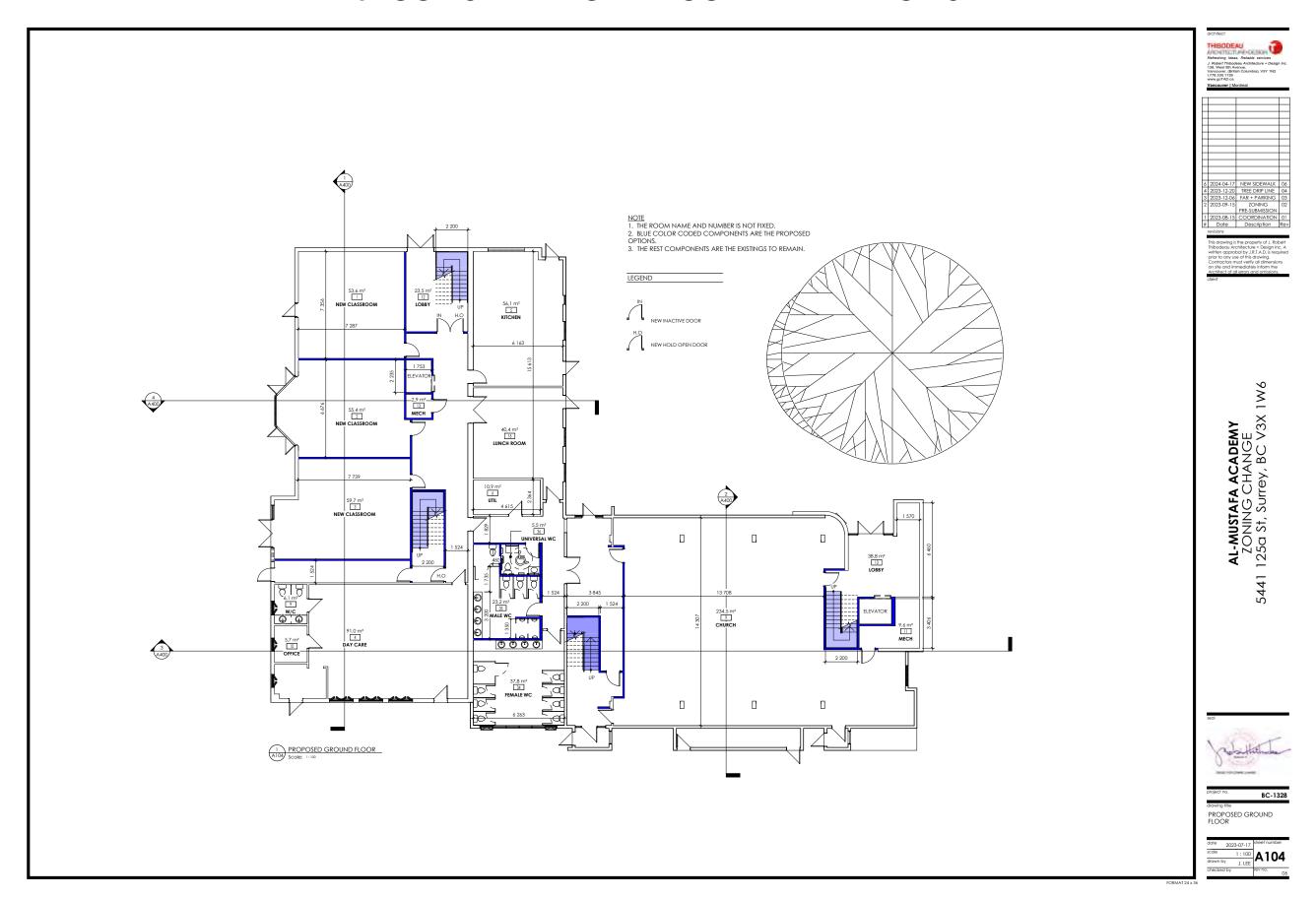


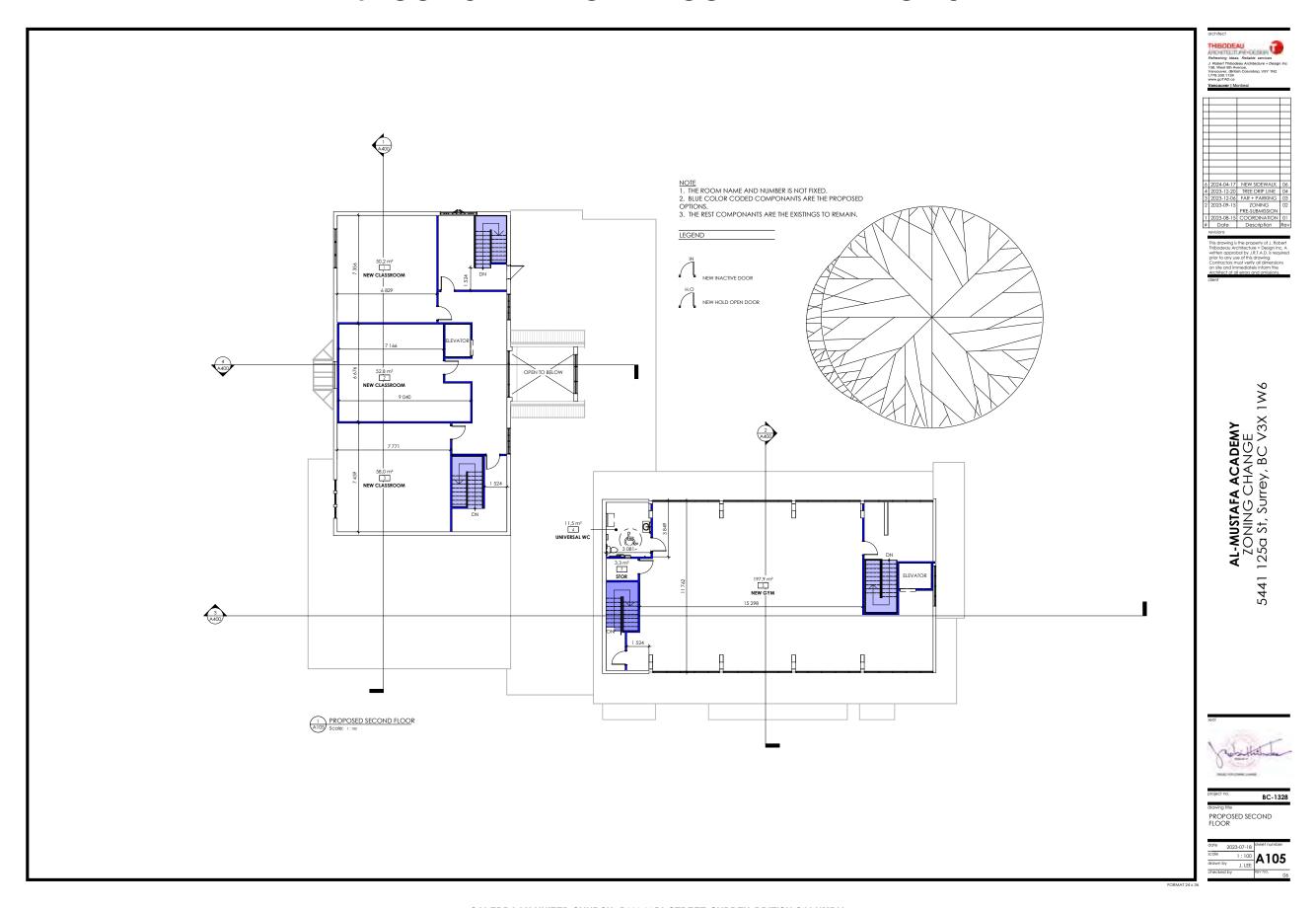


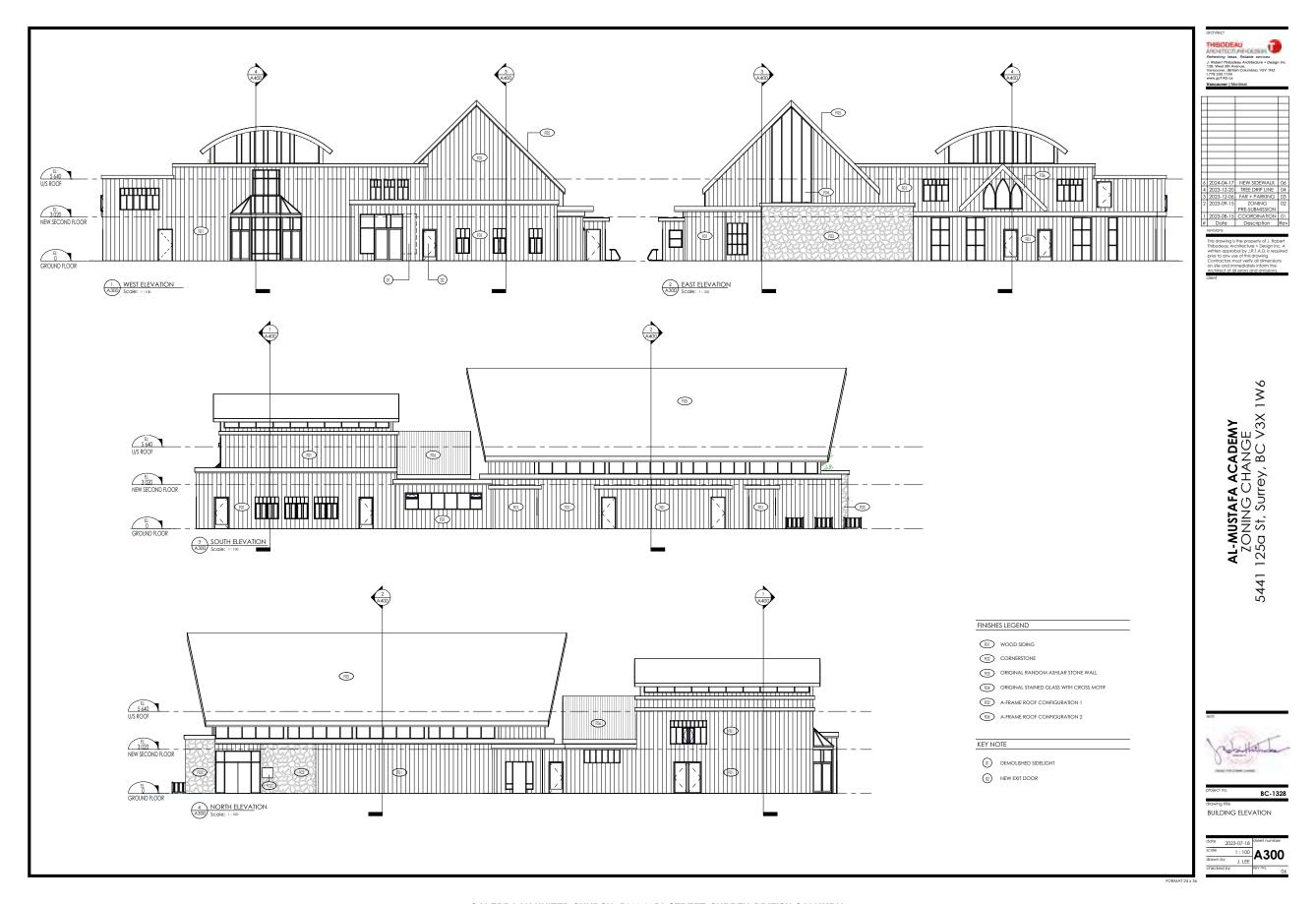


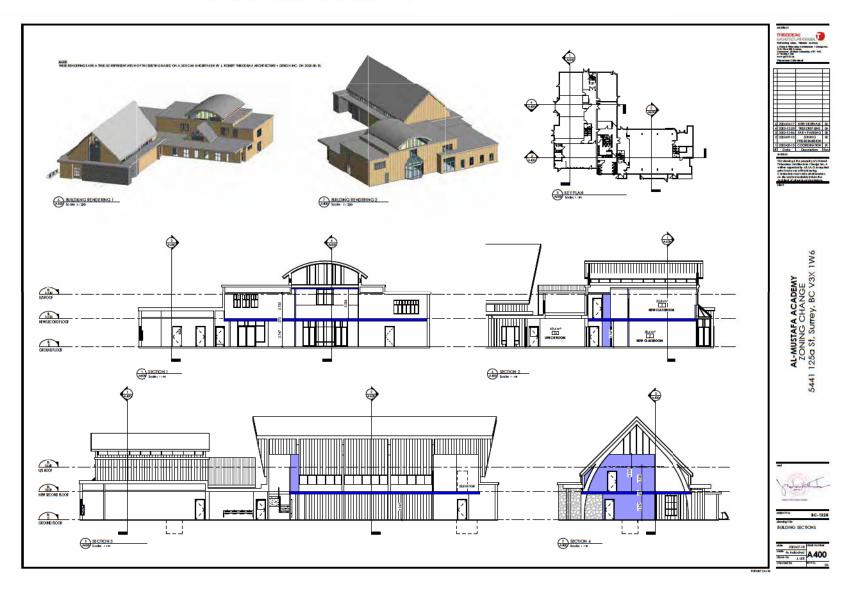












3.2 IMAGES (all taken by Donald Luxton & Associates, August 2023)

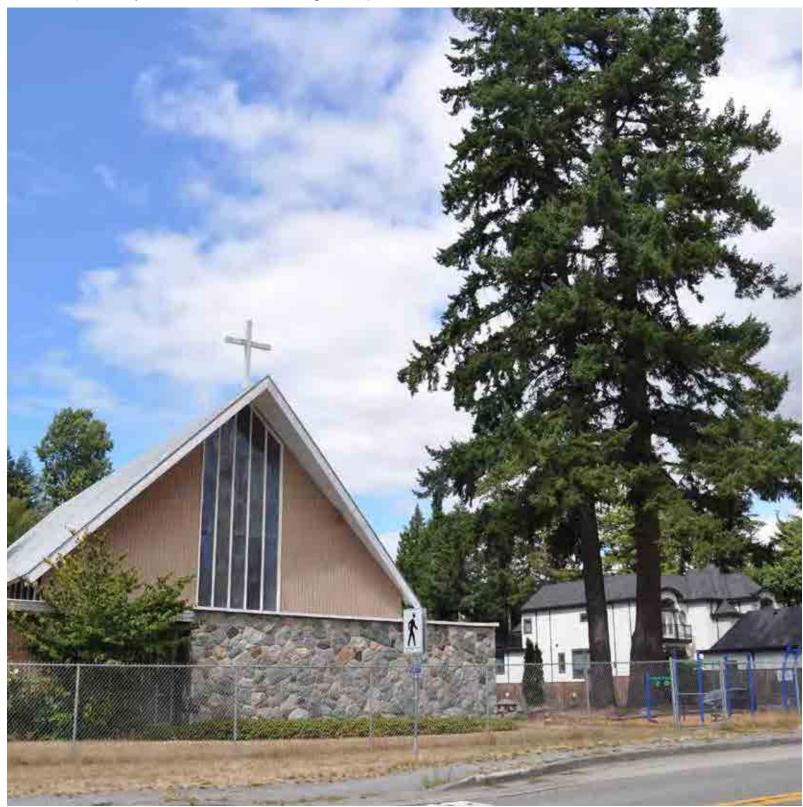


IMAGE 1: Location on a treed lot, the former Colebrook United Church's A-frame configuration West Coast Style architecture was originally built in 1959 an addition to an earlier building that had been moved to the site.



IMAGE 2: Enlarged church and adjacent extensions were done in 1959. Exterior character-defining elements are intact and preserved as noted during the site visit.



IMAGE 3: A view of the enlarged church on the left and extension on the right with two mature coniferous trees facing 125A Street.

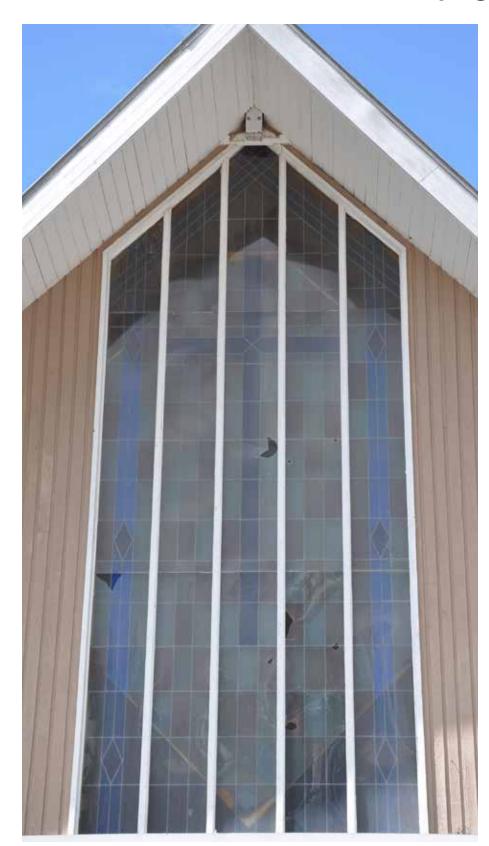


IMAGE 4: Original stained glass window with cross motif in under protective acrylic panels. Some damage to the panels is visible and in need of repair.

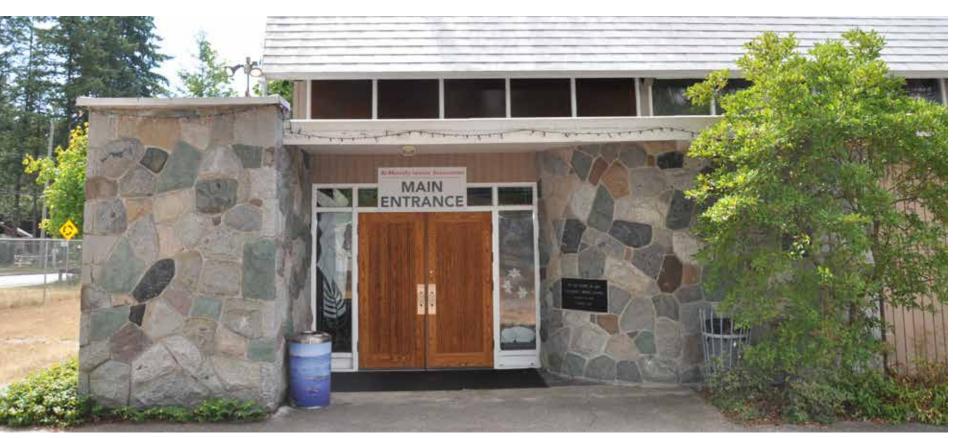


IMAGE 5: Original all-wood double door with sidelites and transom at main entrance with random ashlar stone walls, running straight across the front facade and curving in to the side of the entry. Site review shows it to be in good condition. Some minor paint touch-ups on the wood frames, window frames and sashes required.



IMAGE 6: Closeup of existing random ashlar stone walls, running straight across the front facade and curving in to the side entry in good condition.



IMAGE 7: Cornerstone: 'To the Glory of God Colebrook United Church October 25, 1959. Founded 1947.' intact and in good condition.



IMAGE 8: Detail of existing random ashlar stone wall facing 125A Street, in good condition.



IMAGE 10: West view of A-frame roofline and connection to later added church extensions. Noted a variety of later vinyl sashes.



IMAGE 9: Existing band of clerestory windows lining the north and south walls of the extended church.



IMAGE 11: Note original wood tongue and groove roof eaves at A-frame roofline facing 125A Street. Note existing wood fascia board and all-wood underside at the lower roofline. Existing vertical shiplap siding in good condition.



IMAGE 12: Laminated curved beams support an all-wood cedar tongue and groove ceiling stained and varnished mixed in with natural ashlar stones at its base. Exposed structural wood elements blend with large glass clerestory windows. Interior additions and extensions over the years have altered the church's original configuration.



IMAGE 13: The rear section of the church has been extended at a later time to accommodate the expansion of the structure into the adjacent church facilities. A vertical shaft with a repeating wood pattern appears original and is in good condition. An Islamic fabric pattern has been placed over the shaft.

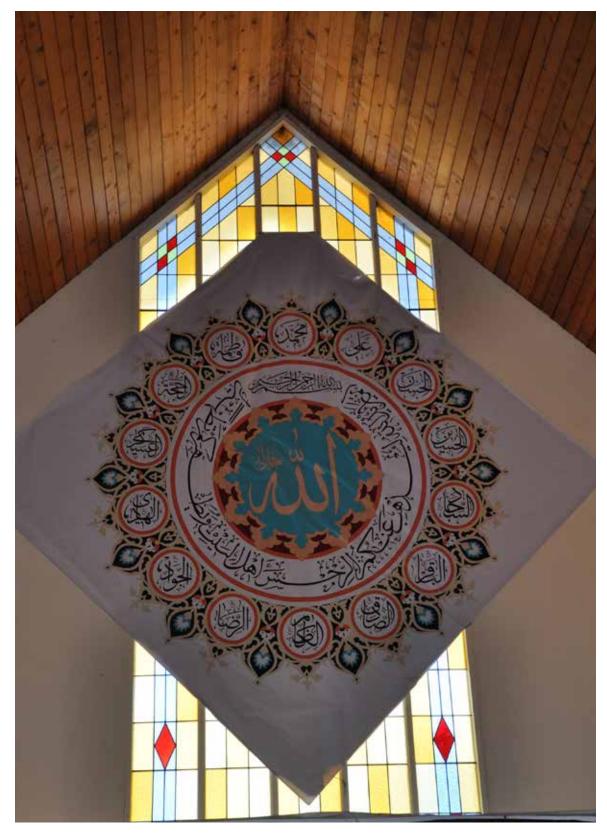


IMAGE 14: Existing stained-glass panels with pattern and cross elements are obscured behind an Islamic fabric decorated with a central seal and encircled by Islam writings. The original stained glass window appears to be in good condition.



IMAGE 15: Existing windows as viewed from inside gym area. West Elevation.



IMAGE 17: Existing double volume space inside gym area. South Elevation.



IMAGE 16: Existing windows as viewed from inside gym area. East Elevation.



IMAGE 18: Existing double volume space inside gym area. North Elevation.

4 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the former Colebrook United Church. The Maintenance Plan should include provisions for:

- Copies of the Maintenance Plan and this Conservation Report to be incorporated into the terms of reference for the management and maintenance contract for the building;
- Cyclical maintenance procedures to be adopted as outlined below;
- Record drawings and photos of the building to be kept by the management / maintenance contractor; and
- Records of all maintenance procedures to be kept by the owner.

A thorough maintenance plan will ensure the integrity of the former Colebrook United Church is preserved. If existing materials are regularly maintained and deterioration is significantly reduced or prevented, the integrity of materials and workmanship of the building will be protected. Proper maintenance is the most cost effective method of extending the life of a building, and preserving its character-defining elements. The survival of historic buildings in good condition is primarily due to regular upkeep and the preservation of historic materials.

4.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards and Guidelines for the Conservation of Historic Places in Canada*. As defined by the *Standards and Guidelines*, maintenance is defined as:

Routine, cyclical, non-destructive actions necessary to slow the deterioration of a historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair and refinishing operations; replacement of damaged or deteriorated materials that are impractical to save.

The assumption that newly renovated buildings become immune to deterioration and require less maintenance is a falsehood. Rather, newly renovated buildings require heightened vigilance to spot errors in construction where previous problems had not occurred, and where deterioration may gain a foothold.

Routine maintenance keeps water out of the building, which is the single most damaging element to a heritage building. Maintenance also prevents damage by sun, wind, snow, frost and all weather; prevents damage by insects and vermin; and aids in protecting all parts of the building against deterioration. The effort and expense expended on an aggressive maintenance will not only lead to a higher degree of preservation, but also over time potentially save large amount of money otherwise required for later repairs.

4.2 PERMITTING

Repair activities, such as simple in-kind repair of materials, or repainting in the same colour, should be exempt from requiring city permits. Other more intensive activities will require the issuance of a Heritage Alteration Permit.

4.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the Standards and Guidelines for the Conservation of Historic Places in Canada, be mindful of the principle that recommends "using the gentlest means possible". Any cleaning procedures should be undertaken on a routine basis and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior material such as concrete and stucco wall surfaces and wood elements such as storefront frames. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

4.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

Interventions such as repairs and replacements must conform to the *Standards* and *Guidelines for the Conservation of Historic Places in Canada*. The building's character-defining elements – characteristics of the building that contribute to its heritage value (and identified in the Statement of Significance) such as materials, form, configuration, etc. - must be conserved, referencing the following principles to guide interventions:

- An approach of minimal intervention must be adopted where intervention is carried out it will be by the least intrusive and most gentle means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

4.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

From this inspection, an inspection report should be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

An appropriate schedule for regular, periodic inspections would be twice a year, preferably during spring and fall. The spring inspection should be more rigorous since in spring moisture-related deterioration is most visible, and because needed work, such as painting, can be completed during the good weather in summer. The

fall inspection should focus on seasonal issues such as weather-sealants, mechanical (heating) systems and drainage issues. Comprehensive inspections should occur at five-year periods, comparing records from previous inspections and the original work, particularly in monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

4.6 INFORMATION FILE

The building should have its own information file where an inspection report can be filed. This file should also contain the log book that itemizes problems and corrective action. Additionally, this file should contain building plans, building permits, heritage reports, photographs and other relevant documentation so that a complete understanding of the building and its evolution is readily available, which will aid in determining appropriate interventions when needed.

The file should also contain a list outlining the finishes and materials used, and information detailing where they are available (store, supplier). The building owner should keep on hand a stock of spare materials for minor repairs.

4.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building. Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

Each log should include the full list of recommended maintenance and inspection areas noted in this Maintenance Plan, to ensure a record of all activities is maintained. A full record of these activities will help in planning future repairs and provide valuable building information for all parties involved in the overall maintenance and operation of the building, and will provide essential information for long term programming and determining of future budgets. It will also serve as a reminded to amend the maintenance and inspection activities should new issues be discovered or previous recommendations prove inaccurate.

The log book will also indicate unexpectedly repeated repairs, which may help in solving more serious problems that may arise in the historic building. The log book is a living document that will require constant adding to, and should be kept in the information file along with other documentation noted in section *6.6 Information File*.

4.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings.

The most common place for water to enter a building is through the roof. Keeping roofs repaired or renewed is the most cost-effective maintenance option. Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water damage problem elsewhere and should be fixed immediately.

4 MAINTENANCE PLAN

4.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the former Colebrook United Church, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

Are there any other forms of biological attack? (Moss, birds, etc.) Where and

probable source?

EVERIOR INSPECTION	is there any staining of wood
EXTERIOR INSPECTION	Condition of Exterior Painted M
Site Inspection:	Paint shows: blistering, sagg
Is the lot well drained? Is there pooling of water?	Paint has the following stain
O Does water drain away from foundation?	Paint cleanliness, especially
Foundation:	Windows:
O Paint peeling? Cracking?	 Is there glass cracked or mis
Moisture: Is rising damp present?	 Are the seals of double glaze
Is there back splashing from ground to structure?	 If the glazing is puttied has in
○ Is any moisture problem general or local?	shed water?
Is spalling from freezing present? (Flakes or powder?)	 If the glass is secured by bea
○ Is efflorescence present?	 Is there condensation or wa
Is spalling from sub-fluorescence present?	 Are the sashes easy to opera
○ Is damp proof course present?	 Is the frame free from distor
Are there shrinkage cracks in the foundation?	 Do sills show weathering or
Are there movement cracks in the foundation?	Are drip mouldings/flashing
○ Is crack monitoring required?	 Is the caulking between the
Is uneven foundation settlement evident?	
O Do foundation openings (doors and windows) show: rust; rot; insect attack;	Doors:
paint failure; soil build-up;	Do the doors create a good s
O Deflection of lintels?	Do metal doors show signs of
	Is metal door sprung from ex
Masonry:	Are the hinges sprung? In ne
Are moisture problems present? (Rising damp, rain penetration, condensation,	O Do locks and latches work fr
water run-off from roof, sills, or ledges?)	If glazed, is the glass in good
O Is spalling from freezing present? Location?	Are door frames wicking up
O Is efflorescence present? Location?	Are door frames caulked at t
O Is spalling from sub-florescence present? Location?	 What is the condition of the
Need for pointing repair? Condition of existing pointing and re-pointing?	
O Is bedding mortar sound?	Gutters and Downspouts:
Are weep holes present and open?	Are downspouts leaking? Clo
Are there cracks due to shrinking and expansion?	against structure)
Are there cracks due to structural movement?	Are downspouts complete v
Are there unexplained cracks?	connected?
O Do cracks require continued monitoring?	Is the water being effectively
Are there signs of steel or iron corrosion?	system?
Are there stains present? Rust, copper, organic, paints, oils / tars? Cause?Does the surface need cleaning?	O Do downspouts drain compl
	Roof:
Wood Elements:	 Are there water blockage po
 Are there moisture problems present? (Rising damp, rain penetration, 	 Is the leading edge of the ro
condensation moisture from plants, water run-off from roof, sills, or ledges?)	 Is there evidence of biologic
Is wood in direct contact with the ground?	 Are shingles wind damaged
Is there insect attack present? Where and probable source?	lifting?
Is there fungal attack present? Where and probable source?	○ Are the nails sound? Are the

	4 IVIAII VI LI VAI V CL I LAI V
	Is any wood surface damaged from UV radiation? (bleached surface, loose surface fibres) Is any wood warped, cupped or twisted? Is any wood split? Are there loose knots? Are nails pulling loose or rusted? Is there any staining of wood elements? Source?
	dition of Exterior Painted Materials: Paint shows: blistering, sagging or wrinkling, alligatoring, peeling. Cause? Paint has the following stains: rust, bleeding knots, mildew, etc. Cause? Paint cleanliness, especially at air vents?
Door 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Do the doors create a good seal when closed? Do metal doors show signs of corrosion? Is metal door sprung from excessive heat? Are the hinges sprung? In need of lubrication? Do locks and latches work freely? If glazed, is the glass in good condition? Does the putty need repair? Are door frames wicking up water? Where? Why?
Ö	Are door frames caulked at the cladding? Is the caulking in good condition? What is the condition of the sill?
	ers and Downspouts: Are downspouts leaking? Clogged? Are there holes or corrosion? (Water against structure) Are downspouts complete without any missing sections? Are they properly connected? Is the water being effectively carried away from the downspout by a drainage system? Do downspouts drain completely away?
	f: Are there water blockage points? Is the leading edge of the roof wet? Is there evidence of biological attack? (Fungus, moss, birds, insects) Are shingles wind damaged or severely weathered? Are they cupped or split or lifting? Are the nails sound? Are there loose or missing shingles?

If there is a lightening protection system are the cables properly connected and grounded?
Oboes the soffit show any signs of water damage? Insect or bird infestation?
Is there rubbish buildup on the roof?
Are there blisters or slits in the membrane, if present?
○ Are the drain pipes plugged or standing proud?
○ Is water ponding present?

4.7.2 MAINTENANCE PROGRAMME

INSPECTION CYCLE:

Daily

• Observations noted during cleaning (cracks; damp, dripping pipes; malfunctioning hardware; etc.) to be noted in log book or building file.

Semi-annually

- Semi-annual inspection and report with special focus on seasonal issues.
- Thorough cleaning of drainage system to cope with winter rains and summer storms
- Check condition of weather sealants (Fall).
- Clean the exterior using a soft bristle broom/brush.

Annually (Spring)

- Inspect metal elements, especially in areas that may trap water.
- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.
- Check for plant, insect or animal infestation.
- Routine cleaning, as required.

Five-Year Cycle

 A full inspection report should be undertaken every five years comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities.

Ten-Year Cycle

• Check condition of roof every ten years after last replacement.

Twenty-Year Cycle

• Confirm condition of roof and estimate effective lifespan. Replace when required.

Major Maintenance Work (as required)

• Thorough repainting, downspout and drain replacement; replacement of deteriorated building materials; etc.

Are flashings well seated?

Are metal joints and seams sound?

Appendix "C" VARIATIONS TO BYLAWS

City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby amended as follows:

1. **Part 5, Off-Street Parking and Loading/Unloading, Section D, Table D.1** is amended by deleting the row starting "Except: Place of Worship" and replacing it with the following:

USES:	PARKING SPACES:	BICYCLE SPACES:
Except: Places	1.8 parking spaces for every 100 sq.	Not applicable
of Worship	m of G.F.A.	

- 2. **Part 31, Assembly Hall 1 Zone (PA-1)** is hereby amended as follows:
 - a. Section D, Density, is replaced in its entirety with the following:

 The maximum *density* shall not exceed a *floor area ratio* of 0.48.
 - **b. Section** E, **Lot Coverage**, **is replaced with the following**: The maximum *lot coverage* shall be 38%.
 - c. Section F, Yards and Setbacks, is replaced with the following:
 - 1. All *front yard* and north *side yard setbacks* shall be greater than or equal to the measurement of the *height* of the highest *building* on the *lot*.
 - 2. *Buildings* and *structures* shall be sited in accordance with the following minimum *setbacks*:

	SETBACKS:			
				Side
	Front	Rear	Side	Yard
USES:	Yard	Yard	Yard (South)	(North)
Principal				
and				
Accessory				
Buildings				
and				
Structures	8.3 m	7.5 m	5.9 m	8.3 m

- d. Section H.2, Off-Street Parking and Loading/Unloading, is replaced with the following:
 - 2. Off-street parking shall be permitted to within 3 metres (10 ft.) of the *front lot line*.
- e. Section I.(b), Landscaping and Screening, is replaced with the following:
 - (b) Along the west, south and east *lot* lines of the developed portion of the *lot*, a 3 metre [10 ft.] wide landscape strip shall be provided, and along the north *lot* line of the developed portion of the *lot*, a 0.6 metre [2 ft.] wide landscaping

strip shall be provided, consisting of hedges, ground cover, or a combination thereof. Each landscape strip will be delineated with a decorative fence.

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