

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER
HERITAGE REVITALIZATION AGREEMENT (441 Fader Street)
BYLAW NO. 8406, 2023**

**A Bylaw to enter into a Heritage Revitalization Agreement under
Section 610 of the *Local Government Act***

WHEREAS the City of New Westminister and the owners of the property located at 441 Fader Street in New Westminister wish to enter into a Heritage Revitalization Agreement in respect of the property;

NOW THEREFORE, the Council of the City of New Westminister enacts as follows:

Citation

1. This Bylaw may be cited as “Heritage Revitalization Agreement (441 Fader Street) Bylaw No. 8406, 2023”.

Heritage Revitalization Agreement

2. The City of New Westminister enters into a Heritage Revitalization Agreement with the registered owners of the property located at 441 Fader Street legally described as PID: 013-115-782; LOT 28 BLOCK 4 OF LOTS 6 TO 9, 13 AND 14 SUBURBAN BLOCK 2 AND OF LOT 13 SUBURBAN BLOCK 1 PLAN 2620.
3. The Mayor and City Clerk are authorized on behalf of the City of New Westminister Council to sign and seal the Heritage Revitalization Agreement attached to this Bylaw as Schedule “A”.

READ A FIRST TIME this _____ day of _____, 2023.

READ A SECOND TIME this _____ day of _____, 2023.

PUBLIC HEARING held this _____ day of _____, 2023.

READ A THIRD TIME this _____ day of _____, 2023.

ADOPTED this _____ day of _____, 2023.

MAYOR PATRICK JOHNSTONE

PETER DEJONG, CORPORATE OFFICER

SCHEDULE "A"

HERITAGE REVITALIZATION AGREEMENT (441 Fader Street)

THIS AGREEMENT dated for reference the 1st day of July, 2023 is

BETWEEN:

TOMAS MAGCAWAS MALAPITAN

SZE CHIA YUEH

#1103 - 728 Princess Street, New Westminister, BC
V3M 6S4

(together, the "Owners")

AND:

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

(the "City")

WHEREAS:

- A. The Owners are the registered owners in fee simple of the land and all improvements located at 441 Fader Street legally described as:

PID: 013-115-782

LOT 28 BLOCK 4 OF LOTS 6 TO 9, 13 AND 14 SUBURBAN BLOCK 2 AND OF LOT 13 SUBURBAN
BLOCK 1 PLAN 2620

(the "Land");

- B. There is one principal building situated on the Land (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan") labelled as "Existing House";
- C. The City and the Owner agree that the Heritage Building has heritage value and should be conserved;
- D. The Owner wishes to make certain alterations to restore and rehabilitate the Heritage Building (the "Work");
- E. The Owner wishes to construct a new building, containing one principal unit and one secondary suite, at the rear of the Lands facing Major Street (the "New Infill Building")
- F. The Owner intends to file a subdivision plan (the "Stratification Plan") in the Land Title Office in order to stratify the Land into two separate parcels, generally as shown in Appendix 2;

- G. Section 610 of the *Local Government Act*, RSBC 2015, Chapter 1 authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property, and to allow variations of, and supplements to, the provisions of a bylaw or a permit issued under Part 14 or Part 15 of the *Local Government Act*;
- H. The Owner and the City have agreed to enter into this Heritage Revitalization Agreement (the “Agreement”) setting out the terms and conditions by which the heritage value of the Heritage Building is to be preserved and protected, in return for specified supplements and variances to City bylaws;

THIS AGREEMENT is evidence that in consideration of the sum of ten dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration (the receipt of which each party hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 610 of the *Local Government Act* as follows:

Heritage Designation

1. The Owner irrevocably agrees to the designation of the Heritage Building as protected heritage property, in accordance with Section 611 of the *Local Government Act*, and releases the City from any obligation to compensate the Owner in any form for any reduction in the market value of the Lands or the Heritage Building that may result from the designation.

Conservation of Heritage Building

2. Upon execution of this Agreement, the Owner shall promptly commence the Work in accordance with the Heritage Conservation Plan prepared by Schueck Heritage Consulting dated December 2021 and updated May 2022, a copy of which is attached hereto as Appendix 3 (the “Conservation Plan”), and the design plans and specifications prepared by Simplex Home Design, dated September 28, 2023, a copy of which is attached hereto as Appendix 6 (the “Approved Plans”), full-size copies of which plans and specifications are on file at the New Westminster City Hall.
3. Prior to commencement of the Work, the Owner shall obtain from the City all necessary permits and licenses, including a heritage alteration permit, building permit, and tree permit.
4. The Owner shall obtain written approval from the City’s Director of Climate Action, Planning and Development for any changes to the Work, and obtain any amended permits that may be required for such changes to the Work, as required by the City.
5. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City’s zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the Heritage Building if the work that the Owner wishes to undertake is not in accordance with the Conservation Plan or the Approved Plans.

6. The Work shall be done at the Owner's sole expense in accordance with generally accepted engineering, architectural, and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of Appendix 3, the parties agree that the conflict or ambiguity shall be resolved in accordance with the "Standards and Guidelines for the Conservation of Historic Places in Canada", 2nd edition, published by Parks Canada in 2010.
7. The Owner shall, at the Owner's sole expense, erect on the Land and keep erected throughout the course of the Work, a sign of sufficient size and visibility to effectively notify contractors and tradespersons entering onto the Land that the Work involves protected heritage property and is being carried out for heritage conservation purposes.
8. The Owner shall, at the Owner's sole expense, engage a member of the Architectural Institute of British Columbia or the Association of Professional Engineers and Geoscientists of British Columbia or the British Columbian Association of Heritage Professionals with specialization in Building or Planning (the "Registered Professional") to oversee the Work and to perform the duties set out in section 9 of this Agreement, below.

Role of Registered Professional

9. The Registered Professional shall:
 - (a) prior to commencement of the Work, and at any time during the course of the Work that a Registered Professional has been engaged in substitution for a Registered Professional previously engaged by the Owner, provide to the City an executed and sealed Confirmation of Commitment in the form attached as Appendix 4 and, if the Registered Professional is a member of the Canadian Association of Heritage Professionals, the Registered Professional shall provide evidence of their membership and specialization when submitting such executed Confirmation of Commitment;
 - (b) conduct field reviews of the Work with the aim of ensuring compliance of the Work with the Conservation Plan in Appendix 3;
 - (c) provide regular reports to the City's Climate Action, Planning and Development Department, on the progress of the Work;
 - (d) upon substantial completion of the Work, provide to the City an executed and sealed Certification of Compliance in the form attached as Appendix 5; and
 - (e) notify the City within one business day if the Registered Professional's engagement by the Owner is terminated for any reason.

Damage to or Destruction of Heritage Building

10. If the Heritage Building is damaged, the Owner shall obtain a heritage alteration permit and any other necessary permits and licenses and, in a timely manner, shall restore and repair the Heritage Building to the same condition and appearance that existed before the damage occurred.
11. If, in the opinion of the City, the Heritage Building is completely destroyed, the Owner shall construct a replica, using contemporary material if necessary, of the Heritage Building that complies in all respects with the Conservation Plan in Appendix 3, the Approved Plans in Appendix 6, and with City of New Westminster Zoning Bylaw No. 6680, 2001 as amended (the "Zoning Bylaw"), as varied by this Agreement, after having obtained a heritage alteration permit and any other necessary permits and licenses.
12. The Owner shall use best efforts to commence and complete any repairs to the Heritage Building, or the construction of any replica building, with reasonable dispatch.

Ongoing Maintenance

13. Following completion of the Work, the Owner shall maintain the Heritage Building in good repair in accordance with the Conservation Plan in Appendix 3 and the maintenance standards set out in City of New Westminster Heritage Properties Minimum Maintenance Standards Bylaw No. 7971, 2018, as amended or replaced from time to time, and, in the event that Bylaw No. 7971 is repealed and not replaced, the Owner shall continue to maintain the building to the standards that applied under Bylaw No. 7971 immediately prior to its repeal.

Construction of the New Infill Building

14. The Owners shall construct the New Infill Building in strict accordance with the Site Plan and the Approved Plans prepared by Simplex Home Design, dated September 28, 2023, a copy of which is attached hereto as Appendix 6, full-size copies of which plans and specifications are on file at the New Westminster City Hall.
15. Prior to commencement of construction of the New Infill Building, the Owner shall obtain from the City all necessary approvals, permits, and licenses, including a heritage alteration permit, building permit, and tree permit.
16. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the New Infill Building, and obtain any amended permits that may be required for such changes to the New Infill Building, as required by the City.

17. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the New Infill Building if the work that the Owner wishes to undertake is not in accordance with the Approved Plans.
18. The construction of the New Infill Building shall be done at the Owner's sole expense and in accordance with generally accepted engineering and architectural practices.

Timing and Phasing of Work

19. The Owner shall commence and complete all actions required for the completion of the Work, as set out in the Conservation Plan in Appendix 3, within three years following the date of adoption of the Bylaw authorizing this Agreement.
20. The Owner shall not construct the New Infill Building on the Land until the Owner has completed the Work in respect of the Heritage Building to the satisfaction of the City's Director of Climate Action, Planning and Development, and has provided the Certification of Compliance described in section 9(d) above.
21. The City may, notwithstanding that such a permit may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a building permit or heritage alteration permit applied for in respect of the New Infill Building if the Owner has not completed the Work in respect of the Heritage Building, to the satisfaction of the City's Director of Climate Action, Planning and Development.

Subdivision by Strata Plan

22. Upon completion of the Work to the satisfaction of the Director of Climate Action, Planning and Development and submission by the Registered Professional of the Certification of Compliance attached hereto as Appendix 5, the Owner may apply to the City's Approving Officer for approval to file the Stratification Plan in the Land Title Office.
23. If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such a strata plan and:
 - (a) The covenant and obligations herein will be registered against each individual strata lot and noted on the common property sheet;
 - (b) The strata corporation created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
 - (c) The liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered

concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this Agreement.

Inspections

24. Upon request by the City, the Owners shall advise or cause the Registered Professional to advise, the City's Climate Action, Planning and Development Department, of the status of the Work.
25. For the duration of the Work and the construction of the New Infill Building as authorized by this Agreement, without limiting the City's power of inspection conferred by statute and in addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto the Land 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.
26. The Owner agrees that the City may, notwithstanding that a final inspection may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a final inspection or occupancy certificate applied for in respect of the Heritage Building or the New Infill Building if the Owner has not completed the Work with respect to the Heritage Building or construction of the New Infill Building to the satisfaction of the City's Director of Climate Action, Planning and Development.

Conformity with City Bylaws

27. The City of New Westminster Zoning Bylaw No. 6680, 2001, is varied and supplemented in its application to the Land in the manner and to the extent provided and attached as Appendix 7.
28. The Owner acknowledges and agrees that, except as expressly varied by this Agreement, any development or use of the Land, including any construction, alteration, rehabilitation, restoration and repairs of the Heritage Building or New Infill Building, must comply with all applicable bylaws of the City.

No Application to Building Interiors

29. Unless otherwise stated in this Agreement or set out in the Conservation Plan, the terms and conditions of this Agreement respecting the Heritage Building and New Infill Building apply only to the structure and exterior of the buildings, including without limitation the foundation, walls, roof, and all exterior doors, stairs, windows and architectural ornamentation.

Future Alterations

30. Following completion of the Work in accordance with this Agreement, the Owner shall not alter the heritage character or the exterior appearance of the Heritage Building, except as permitted by a heritage alteration permit issued by the City.

Statutory Authority Retained

31. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City, all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled.

Indemnity

32. The Owner hereby releases, indemnifies and saves the City, its officers, employees, elected officials, agents and assigns harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the existence or effect of any of the restrictions or requirements in this Agreement, or the breach or non-performance by the Owner of any term or provision of this Agreement, or by reason of any work or action of the Owner in performance of its obligations under this Agreement or by reason of any wrongful act or omission, default, or negligence of the Owner.
33. In no case shall the City be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Land; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Land, or any improvements or personal property thereon belonging to the Owner or to any other person,

arising directly or indirectly from compliance with the restrictions and requirements in this Agreement, wrongful or negligent failure or omission to comply with the restrictions and requirements in this Agreement or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements in this Agreement or with any other term, condition, or provision of this Agreement.

No Waiver

34. No restrictions, requirements, or other provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default, nor any previous written waiver, shall be taken to operate as a waiver by the City of any subsequent default or in any way defeat or affect the rights and remedies of the City.

Enforcement of Agreement

35. The Owner acknowledges that it is an offence under Section 621(1)(c) of the *Local Government Act* to alter the Land, the Heritage Building or the New Infill Building in contravention of this Agreement, punishable by a fine of up to \$50,000.00 or imprisonment for a term of up to 2 years, or both.
36. The Owner acknowledges that it is an offence under Section 621(1)(b) of the *Local Government Act* to fail to comply with the requirements and conditions of any heritage alteration permit issued to the Owner pursuant to this Agreement and Section 617 of the *Local Government Act*, punishable in the manner described in the preceding section.
37. The Owner acknowledges that, if the Owner alters the Land, the Heritage Building or the New Infill Building in contravention of this Agreement, the City may apply to the British Columbia Supreme Court for:
- (a) an order that the Owner restore the Land or the Heritage Building or the New Infill Building, or all, to their condition before the contravention;
 - (b) an order that the Owner undertake compensatory conservation work on the Land, the Heritage Building, or the New Infill Building;
 - (c) an order requiring the Owner to take other measures specified by the Court to ameliorate the effects of the contravention; and
 - (d) an order authorizing the City to perform any and all such work at the expense of the Owner.
38. The Owner acknowledges that, if the City undertakes work to satisfy the terms, requirements or conditions of any heritage alteration permit issued to the Owners pursuant to this Agreement upon the Owner's failure to do so, the City may add the cost of the work and any incidental expenses to the taxes payable with respect to the Land, or may recover the cost from any security that the Owner has provided to the City to guarantee the performance of the terms, requirements or conditions of the permit, or both.
39. The Owner acknowledges that the City may file a notice on title to the Land in the Land Title Office if the terms and conditions of this Agreement have been contravened.

40. The City may notify the Owner in writing of any alleged breach of this Agreement and the Owner shall have the time specified in the notice to remedy the breach. In the event that the Owner fails to remedy the breach within the time specified, the City may enforce this Agreement by:

- (a) seeking an order for specific performance of the Agreement;
- (b) any other means specified in this Agreement; or
- (c) any means specified in the *Community Charter* or the *Local Government Act*,

and the City's resort to any remedy for a breach of this Agreement does not limit its right to resort to any other remedy available at law or in equity.

Interpretation

41. In this Agreement, "Owner" shall mean all registered owners of the Land or subsequent registered owners of the Land, as the context requires or permits.

Headings

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

Appendices

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

Number and Gender

44. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context so requires.

Joint and Several

45. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Agreement.

Successors Bound

46. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

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

Signed, Sealed and Delivered in the)
presence of:)
))
))
))
_____))
Name))
))
_____))
Address))
))
_____))
Occupation))

_____))
TOMAS MAGCAWAS MALAPITAN))
))
_____))
SZE CHIA YUEH))

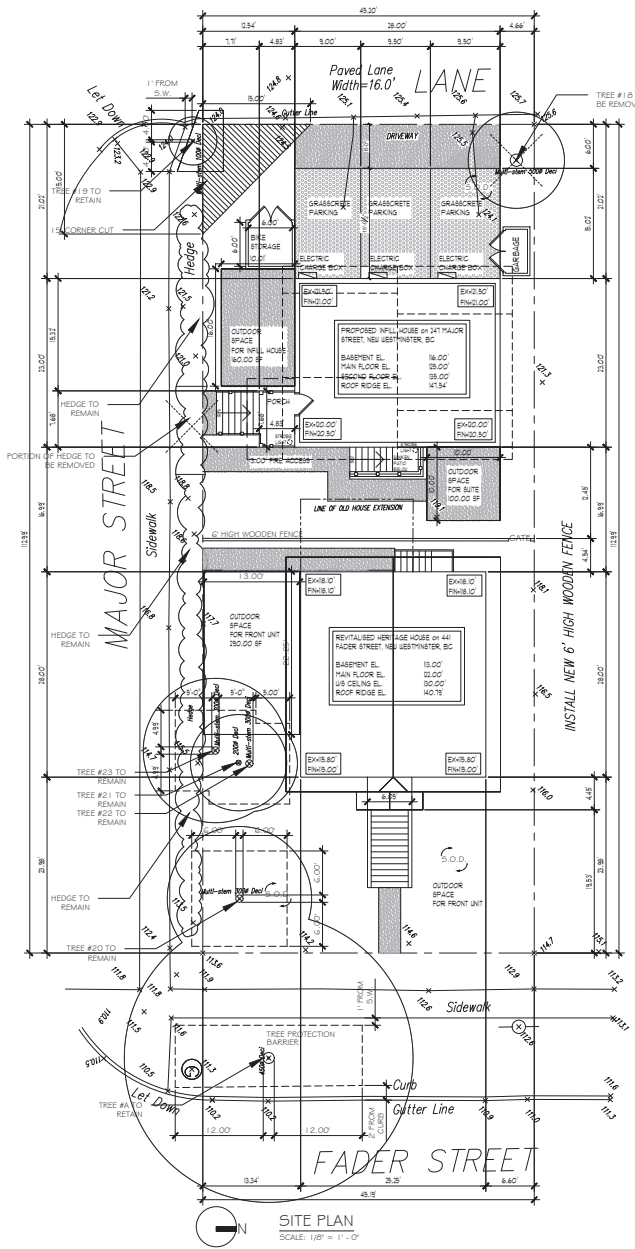
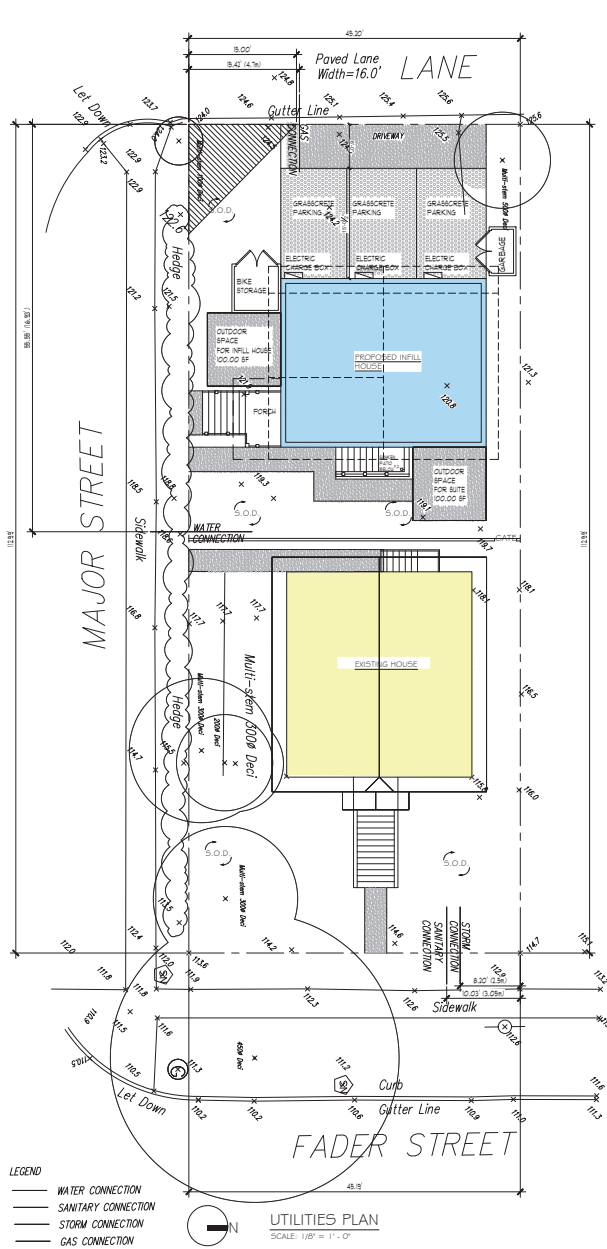
THE CORPORATION OF THE CITY OF NEW WESTMINSTER
by its authorized signatories:

Mayor Patrick Johnstone

Peter DeJong, Corporate Officer

APPENDIX 1

SITE PLAN



PROJECT DATA

LEGAL DESCRIPTION
 LOT 26 OF BLOCK 4 OF LOT 6 TO 9, 13 AND 14, SUBDIVISION BLOCK 2 AND OF LOT 13 SUBDIVISION BLOCK 1
 PLAN 8520
 PID 013-115-782

CIVIC ADDRESS:
 441 FADER STREET, NEW WESTMINSTER, B.C.

ZONING: RS-1
 LOT AREA: 5106.30 SF

EXISTING HOUSE AREA
 MAIN FLOOR: 707.00 SF
 BASEMENT: 1414.00 SF

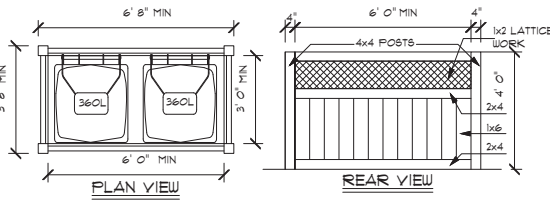
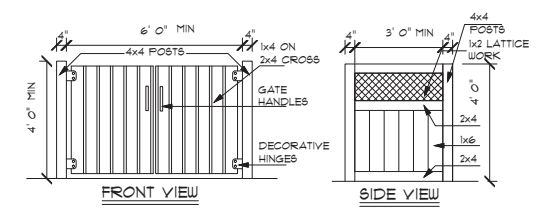
INFILL HOUSE AREA
 BASEMENT: 620.90 SF
 MAIN FLOOR: 643.90 SF
 SECOND FLOOR: 643.90 SF
 TOTAL: 1308.70 SF

EXISTING HOUSE SETBACKS
 FRONT (EAST): 23.36'
 RIGHT (NORTH): 6.00'
 LEFT (SOUTH): 13.34'
 DIST. BETWEEN HOUSES: 14.99'

INFILL HOUSE SETBACKS
 LEFT (WEST): 21.00'
 FRONT (SOUTH): 12.54'
 REAR (NORTH): 4.60'
 DIST. BETWEEN HOUSES: 16.99'

TOTAL FLOOR AREA = 1414.00 + 1968.70 = 3382.70 SF
 LOT AREA = 5106.30 SF
 FSR = 3382.70 / 5106.30 = .662 / 66.20%

ZONING RULE	PERMITTED	PROPOSED	CODE MET	CODE NOT MET
FLOOR SPACE RATIO	5 OF LOT = 255.15 SF	66.2 OF LOT = 3382.70 SF		
LOT COVERAGE	35 OF LOT = 1787.21 SF	27.1 OF LOT = 1387.90 SF		
VEHICLE PARKING	3 VEHICLES	3 VEHICLES		
CYCLE PARKING	3 CYCLES	3 CYCLES		
HEIGHT MAIN UNIT	7.62 M (25.00')	4.32 M (14.16')		
PEAK HEIGHT MAIN UNIT	10.67 M (35.00')	5.62 M (18.42')		
HEIGHT INFILL UNIT	7.62 M (25.00')	5.15 M (16.92')		
PEAK HEIGHT INFILL UNIT	10.67 M (35.00')	8.24 M (27.04')		



GARBAGE ENCLOSURE
 SCALE: 1/2" = 1'-0"

PROPOSED HRA FOR HERITAGE HOUSE on 441 FADER ST. AND INFILL HOUSE on 247 MAJOR ST. FOR TOMAS MALAPITAN on CITY OF NEW WESTMINSTER, B.C.

This drawing/design is the exclusive property belongs to SIMPLEX HOME DESIGN. no body is authorized to use or reproduce without the written approval from SIMPLEX HOME DESIGN.

SCALE: RS SHOLUN
 DATE: OCTOBER 25, 2021
 REV: APRIL 11, 2022
 REV: MAY 10, 2022

PLAN: 23-0-6-21
 DRAWN: J.

2

simplex home design
 #101-12725, 72 ave. surrey, b.c. v3w 5m7
 p. 604.597.3582 f. 604.597.3513

APPENDIX 2
STRATIFICATION PLAN

SKETCH SHOWING EXISTING AND PROPOSED BUILDINGS ON LOT 28 BLOCK 4 OF LOTS 6 TO 9, 13 AND 14 SUBURBAN BLOCK 2 AND OF LOT 13 SUBURBAN BLOCK 1 GROUP 1 NWD PLAN 2620

Scale 1:150

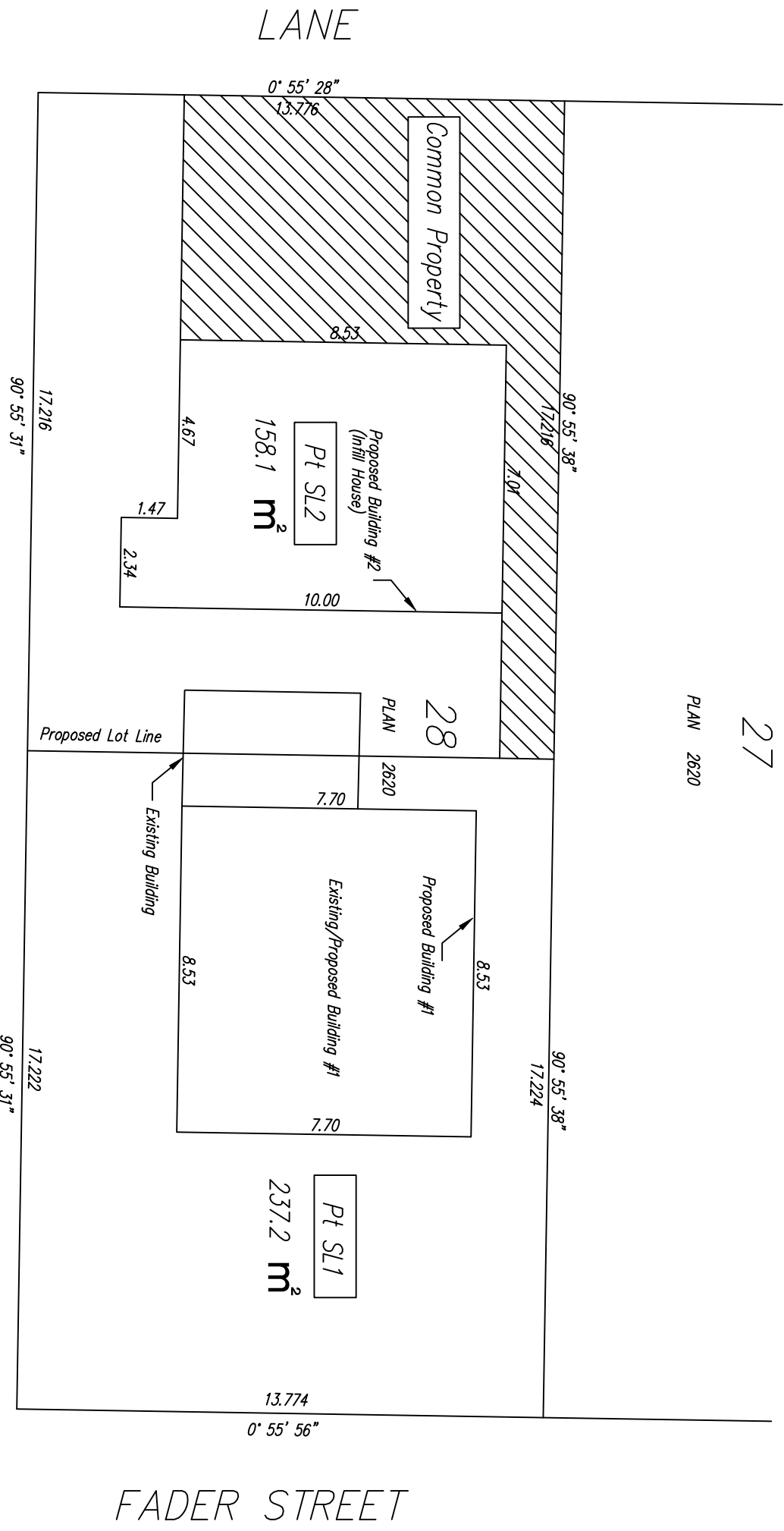


All distances are in metres and decimals thereof.
The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:150.



27

PLAN 2620



MAJOR STREET

Liming Yuan, B.C.L.S. #869
The 13th day of January 2023.

APPENDIX 3
CONSERVATION PLAN

**Heritage Conservation Plan
441 Fader Street
New Westminster, BC**



**December 2021
(Updated May 2022)**

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1.0 Introduction

The subject building is located at 441 Fader Street in New Westminster, British Columbia. If approved by Council, a Heritage Revitalization Agreement would allow an infill house (with secondary suite) to be added to the rear of the property, along with some other variations to the Zoning Bylaw. The historic house would retain its current location and orientation and would be restored. It would be given long term legal protection through the Heritage Revitalization Agreement and through a Heritage Designation Bylaw.



2.0 Report Scope

The intent of this Heritage Conservation Plan is to provide guidance for the exterior restoration of the house in a way that responds respectfully to the “Standards and Guidelines for the Conservation of Historic Places in Canada”¹ (*Standards and Guidelines*). A detailed approach to the possible restoration, repair and/or replacement of each character defining element is provided, as well as a general maintenance schedule.

A Heritage Conservation Plan also includes a Statement of Significance (SOS), which describes why the building has heritage significance. An SOS is a values-based assessment that considers any aesthetic, cultural, historic, scientific, social and/or spiritual importance of a place. It also identifies the specific elements of the building (called character-defining elements) that should be retained in order for the heritage significance to remain. An SOS was written for this building in July 2020 by this author and has been included in this report.

Site visits were conducted in March and June of 2019 and again in July 2020. The building was visually assessed and photographed, and the general condition of the building and the overall project were discussed.

Photographs included in this report are by the report author unless otherwise indicated.

¹ The *Standards and Guidelines for the Conservation of Historic Places in Canada* is a consistent, pan-Canadian set of conservation principles and guidelines that provides sound, practical guidance to achieve good conservation practice. *The Standards and Guidelines for the Conservation of Historic Places in Canada*, Second Edition, 2010 www.historicplaces.ca

3.0 Definitions

The heritage conservation approach to an historic place first requires an understanding of why that place is important. As part of this understanding, there are some key definitions, taken from the *Standards and Guidelines*, that are helpful to know, and which are used in this report.

Conservation: all actions or processes that are aimed at safeguarding the character-defining elements of an historic place so as to retain its heritage value and extend its physical life. This may involve Preservation, Rehabilitation, Restoration, or a combination of these actions or processes.

Preservation: the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of an historic place, or of an individual component, while protecting its heritage value.

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

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

Replication: the action of copying exactly a particular element or building and replacing the original with it (this action is not defined in the *Standards and Guidelines* but is included here as this action may form part of the work carried out on this building).

Historic Place: a structure, building, group of buildings, district, landscape, archaeological site or other place in Canada that has been formally recognized for its heritage value.

Heritage Conservation Plan: a document that provides direction in the heritage conservation of a place, with guidance on specific elements of the place - often forms part of the legal documentation for a Heritage Revitalization Agreement.

Statement of Significance: a statement that describes the historic place and that identifies the heritage value and character-defining elements of the historic place.

Character-defining Element: the materials, forms, location, spatial configurations, uses and cultural associations or meanings that contribute to the heritage value of an historic place, which must be retained to preserve its heritage value.

Heritage Value: the aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present and future generations. The heritage value of an historic place is embodied in its character-defining materials, forms, location, spatial configurations, uses and cultural associations or meanings.

The following definitions of heritage value are quoted directly from the guide “Canadian Register of Historic Places: Writing Statements of Significance”.²

Aesthetic value refers to the sensory qualities of a historic place (seeing, hearing, touching, smelling and tasting) in the context of broader categories of design and tradition. A place may have aesthetic significance because it evokes a positive sensory response, or because it epitomizes a defined architectural style or landscape concept. Visual aesthetic value is typically expressed through form, colour, texture or materials. It is possible for historic places to have other aesthetic values as well, such as auditory ones. Historic places with aesthetic significance may reflect a particular style or period of construction or craftsmanship, or represent the work of a well-known architect, planner, engineer or builder.

Historical and Cultural values are sometimes combined and refer to the associations that a place has with past events and historical themes, as well as its capacity to evoke a way of life or a memory of the past. Historical or cultural value may lie in the age of a heritage district, its association with important events, activities, people or traditions; its role in the development of a community, region, province, territory or nation; or its patterns of use. Historical or cultural value can lie in natural or ecological features of the place, as well as in built features.

Scientific value refers to the capacity of a historic place to provide evidence that can advance our understanding and appreciation of a culture. The evidence is found in the form, materials, design and/or experience of the place. Scientific value can derive from various factors, such as age, quality, completeness, complexity or rarity. Scientific value may also be present when the place itself supplements other types of evidence such as written sources, as in archaeological sites.

Social value considers the meanings attached to a place by a community in the present time. It differs from historical or cultural value in that the value may not have an obvious basis in history or tradition and relates almost entirely to the present time. Social value may be ascribed to places that perform a key role within communities, support community activities or traditions, or contribute to the community’s sense of identity. Places with social value include sites that bring the community together and create a sense of shared identity and belonging.

Spiritual value is ascribed to places with religious or spiritual meanings for a community or a group of people. Sacred and spiritual places could include places of mythological significance, landscape features associated with myth and legends, burial sites, rock cairns and alignments, fasting/vision quest sites etc., places representing particular belief system(s) or places associated with sacred traditions, ceremonial practices or rituals of a community/group of people.

² Historic Places Program Branch, “Canadian Register of Historic Places: Writing Statements of Significance,” Parks Canada, November 2006, pp. 12-13.

4.0 Location and Site Context

The subject property (identified on the map below with a red rectangle) is located in the Sapperton area of the McBride-Sapperton neighbourhood. It is situated on the north-west corner of Fader and Major Streets, two blocks east of East Columbia Street, one block north of the Royal Columbian Hospital and two blocks south of Hume Park, in a predominantly single-family residential neighbourhood. The setback of the house is in-line with neighbouring houses, and like them, the building sits forward on the lot, but is closer to the north lot line of the property. There is a garage behind the house, constructed in 1976, accessed from the rear lane.

The property is not protected with a Heritage Designation or any other heritage Bylaw, nor is it listed on the Heritage Inventory or Heritage Register.



5.0 Policy Context

Official Community Plan and Zoning

Official Community Plan

The property is designated in the Official Community Plan as ‘M-RD: Residential-Detached and Semi-Detached Housing’. The purpose of this designation is to “allow low density ground oriented residential uses including gentle infill which increases housing choice and retains existing neighbourhood character” on the mainland portion of the City.

The principal forms and uses are: “single detached dwellings and duplexes. Single detached dwellings may also include a secondary suite and/or a detached accessory dwelling unit (e.g. laneway house, carriage house).” Complementary uses include: “home based businesses, small scale local commercial uses (e.g. corner stores), small scale institutional uses (e.g. child care, care facilities, places of worship), utilities, transportation corridors, parks, open space, and community facilities.”

The maximum density contemplated is low density residential. With the use of a Heritage Revitalization Agreement, or similar tool, “a property with heritage value may be eligible for incentives such as a smaller minimum lot size, an increase in density, or reduced parking requirements, which would make it viable to conserve assets with heritage merit.

A Heritage Revitalization Agreement may also be used to permit the housing forms listed in Residential – Ground oriented Infill Housing designation or to formalize an existing, larger scale land use such as a low rise or a place of worship”.³

Zoning

The property is zoned Single Detached Residential District 1 (RS1), the intent of which is “to allow single detached dwellings, secondary suites, and laneway or carriage houses in residential neighbourhoods”.⁴

For more information on either the Official Community Plan designation or the Zoning, please consult with the Planning Division at New Westminster City Hall.

³ New Westminster Official Community Plan, p.148

⁴ www.newwestcity.ca/zoning-bylaw. Section 310.

6.0 Statement of Significance

The following Statement of Significance was written by Schueck Heritage Consulting in July 2020.

Description:

Designed in the Cottage Style, the house is a two-storey, wood-frame building with a chamfered (or clipped), medium-pitched front-facing gable roof, with medium overhanging and closed eaves. There is a prominent hexagonal roof vent and decorative wooden brackets on the front elevation. There is a small, enclosed front porch with a matching gable roof located centrally on the front elevation and accessed by straight steep steps. The front gable end is clad in wood shingles and the rest of the house is clad in horizontal wood clapboard siding, with the exception of the front elevation below the water board, which has been recently clad in a veneer of River Rock.

Heritage Values:

Constructed in 1930, the house has heritage value primarily for its aesthetic, cultural and historic significance.

The house has aesthetic value for its Cottage Style that includes a front gable, chamfered roof with decorative wood brackets, horizontal wood cladding with wood shingles in the gable end, enclosed front porch with matching gable roof, and the wood casings on the windows.

The house has further aesthetic value as identified in the McBride-Sapperton Historic Neighbourhood Context Statement by being representative of working-class dwellings on an appealing street lined with cherry trees and with mature sequoia trees (at the end of the next block), and by being part of a streetscape that includes different types, scales and eras of houses.

There is cultural value for its association with first owners, the Anderson family, and long-term owners, the Robson family. David and Florence Anderson were the first residents of the subject property and lived there from 1931 - 1936. David (1901-1976) was born in Perth, Scotland to Peter and Jessie (nee Benvie) Anderson. He managed an institutional laundry service in New Westminster and married Florence May Gratton in New Westminster in 1929. John William Robson (1876 – 1958) was born in Northumberland, England to John William and Hannah (nee Iceton) Robson and came to New Westminster from England in 1910 at the age of 34. He was married to Jane Ann Robinson and for the last 15 years of his career, he was a Toll Collector for the Provincial Government Bridge. They lived in the house from 1937 to at least 1955.

The house has further cultural value as identified in the McBride-Sapperton Historic Neighbourhood Context Statement by being part of the micro- and close-knit neighbourhood dubbed “the layman’s

Queen's Park" by local residents⁵ and by being a representative component of an early working-class neighbourhood with its own special characteristics.

The house has historic value for its age and location in Sapperton and for being on the site of the Old Sapperton Public School. The house has further historic value as identified in the McBride-Sapperton Historic Neighbourhood Context Statement by being part of the Sapperton neighbourhood where "New Westminster began"⁶ and for its proximity (one block away) to the 400 block of Wilson and Garret Streets, noted as being one of the oldest working-class neighbourhoods in the city⁷.

There is some scientific value associated with the house as it provides information that helps people understand and appreciate the era in which it was built, as well as the people and neighbourhood associated with it. Restoration of the house would increase this value.

The house has some social value for its connection to the community today and the way it contributes to the community's sense of identity by providing architectural stability to the neighbourhood and by being a well-maintained historic building within a streetscape of older and historic single-family houses. Fader Street is a well-used community pathway, particularly for people walking their dogs or who work at the hospital, as it is a relatively flat and very pleasant street.

The McBride-Sapperton Historic Neighbourhood Context Statement identifies that the First Nations people used the nearby Brunette River and valley, but no information was found of sacred or spiritual value being associated with the subject house or property⁸.

Character-defining Elements

Key elements that define the heritage character of the house include:

- Location on and orientation to Fader Street.
- The original form, scale and massing as expressed by its:
 - o Two storey height
 - o Gable roof, front facing with a medium pitch
- Its Cottage Style design and architectural elements such as the:
 - o Gable roof with chamfered ends
 - o Medium overhanging, closed eaves
 - o Decorative eave brackets
 - o Hexagonal roof vent in the front gable

⁵ McBride Sapperton Neighbourhood Context Statement, p. 4.

⁶ Ibid.

⁷ Ibid, p. 6.

⁸ To determine if there is sacred and/or spiritual value as it relates to local Indigenous culture, consultation with the local First Nations people would be required.

- Front porch, centred on the house, with a gable roof that matches the main roof, square porch posts and stairs that lead directly to the front door from the walkway
- Original cladding, in particular:
 - Wood shingles in the front gable
 - Wood clapboard siding on the side elevations
 - Wood corner boards on the front elevation
- Location and fenestration pattern of window openings.

7.0 Photographs of the Building

All photographs are by the author unless otherwise indicated.



East (front) elevation



West (rear) elevation



North (side) elevation



South (side) elevation

8.0 Conservation Plan

8.1 Heritage Conservation Standards

The work on the historic house will ideally follow the “Standards and Guidelines for the Conservation of Historic Places in Canada” (*Standards and Guidelines*), developed by Parks Canada as a pan-Canadian approach to heritage conservation. A copy of this document can be found on-line at: www.historicplaces.ca.

There are three main approaches to heritage conservation which can be applied to the place as a whole and to its individual elements. These are defined in the *Standards and Guidelines* as follows, and while they have been defined above, are worth repeating:

Preservation: the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of an historic place, or of an individual component, while protecting its heritage value.

Restoration: the action or process of accurately revealing, recovering or representing the state of an 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 an historic place, or an individual component, while protecting its heritage value.

8.2 General Guidance

The *Standards and Guidelines* offer a list of 14 specific standards, as well as a series of general guidelines with regard to the preservation, rehabilitation and restoration of an historic building.

Standard 11 in the *Standards and Guidelines* is the most relevant to the overall project and states: “Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place”.

For this proposal, the heritage value and character-defining elements of the heritage house will be retained, and the exterior of the house will be restored to its original design and massing (through removal of a later rear addition) and be painted with an historically appropriate colour scheme. The addition of an infill house on the rear of the property, in order to give the property its highest and best use, would allow the heritage house to be retained, rather than demolished and replaced with a new house that would be built to achieve the maximum allowable density. As part of the approval process, the heritage house would be formally protected with a bylaw, ensuring its retention in the long-term.

The infill house would be both physically and visually compatible with the heritage house. The visual compatibility would be achieved mostly through its design, which is a contemporary interpretation of the Cottage Style of the heritage house, thus providing a good balance between the new house and the heritage house. The physical compatibility between the infill house and the heritage house would be

achieved in part through the infill house having a similar roof form to the heritage house, as well as through the cladding materials and assembly methods. The design of the infill house, including the gable roof and the horizontal siding, would physically and visually relate to the heritage house without mimicking it. Of paramount importance in designing a new building next to an historic one, is that the new building must not pretend to be as old as the historic one, nor should it mimic its design. This difficult balance has been achieved in this proposal.

Designing a new-build or addition that is subordinate to a heritage building is very difficult. 'Subordinate' does not necessarily mean 'smaller'. As it says in the *Standards and Guidelines*: "Subordination is not a question of size; a small, ill-conceived addition could adversely affect an historic place more than a large, well-designed addition."⁹ The challenge on the subject property is that the new infill would be constructed on the uphill side of the heritage house. It cannot achieve subordination of size, but it does achieve subordination through design, materials, and colour scheme. The design is a simplified Cottage Style, with clean lines, no corner boards, and no ornamentation. The materials are contemporary and will also have clean lines. For example, the windows will not match those on the heritage house in style or size. They will be contemporary and have more narrow casings and frames than those on the heritage house. The colour scheme for the infill house would be less bright than the heritage house, which also contributes to its overall subordination to the heritage house.

The infill house would be distinguishable from the heritage house for the same reasons that it would be subordinate to and compatible with the heritage house: size, design, materials, and colour scheme.

As noted above, the *Standards and Guidelines* also offers general guidelines for the preservation, rehabilitation and restoration of an historic building. A full list of the guidelines is provided in Section 11 of this report and the most relevant are provided here with the author's comments following. Note that the Guidelines are mostly intended to provide advice for the historic building itself and any proposed changes to it, rather than to provide advice for a new building proposed to be constructed next to it. The author's responses have been made with that understanding.

- *Understand the exterior form and how it contributes to the heritage value of the historic building.* - The house is a two-storey, wood-frame building designed in the Cottage Style, with a chamfered, medium-pitched front-facing gable roof, and a small enclosed front porch with a matching gable roof. The house is clad in horizontal wood clapboard siding, with the exception of the front gable end, which is clad in wood shingles, and a section of the front elevation below the water board, which has been more recently clad in a veneer of River Rock. It is a very good representation of the Cottage Style, and, with restoration of the exterior cladding and an historically appropriate colour scheme, the historic value would be increased.
- *Understand the design principles used by the original designer or builder, and any changes made to the exterior form over time.* – Designed in a Cottage Style, the house was likely intended to appeal to a working-class family with the means to afford a nicely-designed yet simple house in a neighbourhood of similar sized and styles of houses. The changes over time have included different paint schemes and the installation of a veneer of River Rock on a portion of the front elevation, as well as the addition of mock wood dentils and Tudor stickwork on the house and porch, likely in an attempt to give the house more of a 'gingerbread' look. This well-intentioned

⁹ P. 34

attempt to 'pretty-up' the house is not necessary as the original design is elegant in its simplicity and its excellent proportions. At some point, an addition was made to the rear that is not sympathetic to the original house.

- *Retain the exterior form by maintaining proportions, colour and massing, and the spatial relationships with adjacent buildings.* – The more recent and unsympathetic rear addition will be removed, and the house will be given a new and more historically appropriate paint scheme. The house will maintain the existing spatial relationship with the house next door and with the corner intersection, with the understanding that a new infill house is being requested for the rear yard. The size of this new infill would be larger than a garage but would not negatively impact the spatial relationships in the rear yard and lane.
- *Document all interventions that affect the exterior form and ensure that the documentation is available to those responsible for future interventions.* – Photographs of the exterior of the house and a description of character-defining elements form part of this report. In addition, as-found drawings and photographs are part of the application. Consider offering a copy of this report and the as-found drawings to the New Westminster Archives. A set of photographs after the completion of the project could also be offered to the Archives.
- *Select the location for a new addition that ensures that the heritage value of the place is maintained.* – The proposed new infill would be located in the rear yard, close to the rear lane, in a position that would be normal for a garage on this site. Portions of the infill will be visible from the front sidewalk, given that the slope of the land is quite steep, and the back yard therefore sits above the heritage house. However, the infill has been designed to be as narrow as possible, and it has a gable roof with dormers that are close to the same pitch as the heritage house. With a colour scheme that is muted compared to the heritage house, the infill house would not negatively impact the heritage value of the heritage house.
- *Design an addition that is compatible in terms of materials and massing with the exterior form of the historic building and its setting.* – The massing of the infill house and its cladding will be compatible to the exterior form of the heritage house. For example, the cladding on the infill will be horizontal siding in hardiboard on the main parts with shingles on the dormers (as a nod to the gable ends of the heritage house) but without corner boards or ornamentation. These materials and the massing will all read as new and different yet will also be compatible.
- *Remove a non character-defining feature of the building's exterior form, such as an addition built after the restoration period.* - A rear addition was constructed on the rear of the heritage house at some point, most likely after 1955. This is not a character-defining feature and will be removed.

8.3 Character-defining Elements

8.3a Site

Character-defining Element

The location of the house, and its orientation to Fader Street, are character-defining elements.

Conservation Approach

Preservation

Description

The project intends to retain the location, orientation, and setback of the house.



8.3b Form, Scale and Massing

Character-defining Element

The form, scale and horizontal massing of the house, as expressed by its two-storey height, front-facing medium-pitch gable roof, and projecting front porch are all character-defining elements.

Conservation Approach

Preservation/Restoration/Rehabilitation

Description

The overall form, scale and massing identified as character-defining elements will be retained. The small rear addition, constructed at some point after 1955, will be removed.



8.3c Roof

Character-defining Element

The front-facing medium-pitch gable roof with chamfered ends, medium overhanging closed eaves, with decorative eave brackets and a hexagonal roof vent in the front gable are all character-defining elements.

Conservation Approach

Preservation/Restoration

Description

The identified character-defining elements will be retained. It was not possible to inspect the condition of the roof for this report, but from the ground the material appears to be in fair condition. However, it likely will require re-cladding soon, at which point using the same asphalt material is appropriate provided it follows the colour scheme included in this report. A qualified person with the proper equipment should inspect the asphalt shingles for wear and tear, damage, and for missing pieces as part of the maintenance routine.



The decorative eave brackets, soffit material, and the hexagonal roof vent should also be assessed, and repairs carried out if necessary. If any pieces are beyond repair, they should be replicated, ensuring that they match the original in terms of design, size, profile, material, and location.

8.3d Chimney

Character-defining Elements

The internal brick chimney with a double chimney pot is a character-defining element.

Conservation Approach

Rehabilitation

Description

Chimneys are important elements of historic buildings and should be maintained; however, it does not actually need to be a working chimney. The chimney appears to be in good condition, but it should be inspected by a qualified mason who can assess the condition of the bricks, the grout, the flashing, and whether or not there is any moss growth.



Any repointing should match the current in terms of colour, width and consistency. Any new bricks should be of a matching size and colour to the existing. If the flashing needs replacement, ensure that there is a counterflashing. Any moss growth on the chimney should be carefully removed, and if needed, the bricks can be cleaned using a natural bristle brush and a mild rinse detergent. Do not power wash, sand blast or use abrasive cleaning methods.

If the chimney needs to be reconstructed, an accurate record of the existing chimney should be made (photographs, measurements, drawings, location, etc.) so that it can be replicated later.

8.3e Front Porch

Character-defining Elements

The following elements are character-defining elements of the front porch:

- Gable roof
- Square Posts
- Oval-lite screen door
- Front door location
- Front door frame
- Tongue-and-groove wood ceiling



Conservation Approach

Restoration/Rehabilitation

Description

The above-noted character-defining elements should be retained and restored or rehabilitated. The location of the front door should be retained but a new, historically appropriate door may be installed. The oval-lite screen door and door frame should be assessed by the same company that is hired to assess the windows. The screen door and its frame should be retained and restored. The tongue-and-groove wood ceiling and the square porch posts look to be in good condition but should be assessed by the builder. Every effort should be made to retain and (if necessary) repair them. If their condition is irreparable, either now or over time, then they may be replaced provided that the replacement matches the existing in terms of design, size, profile and material. The porch should follow the new and historically appropriate colour scheme.

The mock wood dentils and the Tudor stickwork should be removed. The steps may be replaced with new, preferably comprised of wood. The existing railings should be replaced with a simple wood railing system that is respectful of the era and design of the house.

8.3f Exterior Cladding

Character-defining Element

The wood shingles in the front gable, the wood clapboard siding on the side elevations, and the wood corner boards on the front elevation are all character-defining elements.

Conservation Approach

Restoration

Description

Shingles:

The front gable is clad in wood shingles which appear to be in good condition, but which should be examined by an expert. If individual pieces become damaged or fail in some way over time, it may be possible to repair or replace just those individual pieces. Any replacement shingles should match the existing in terms of design, size, profile and material. The goal is to avoid the appearance of patching.



It is also reasonable to completely replace the shingle siding if – in the future - the overall condition of the shingles eventually becomes too poor to patch and provided that the replacement shingles match the existing in terms of design, size, profile and material. Special attention should be given to the condition of the material underneath to determine if there is any water damage or damage to the underlying material that needs to be repaired or replaced with new.

Clapboard:

The side elevations are clad in the original clapboard siding and should be retained if at all possible. The builder should assess the condition of the siding prior to work beginning on the project. Extra care should be taken when removing the small rear addition that the siding on the original part of the house is not damaged. The seam between the old and newer siding is currently hidden behind a downspout.

If individual pieces become damaged or fail in some way over time, it may be possible to repair or replace just those individual pieces. Any replacement pieces should match the existing in terms of design, size, profile and material. The goal is to avoid the appearance of patching. As with the shingles, special attention should be given to the condition of the material underneath to determine if there is any water damage or damage to the underlying material that needs to be repaired or replaced with new.

Corner Boards:

The corner boards appear to be in good condition but should be assessed by the builder prior to working beginning on the project. As with the other original cladding materials, pieces that are damaged or that fail over time may be replaced provided that the replacement pieces match the existing in terms of design, size, profile and material.

Other Material:

As part of this project, the faux stone cladding, mock wood dentils, and Tudor stickwork on the front elevation and porch will be removed and replaced with more period-appropriate material. The faux stone cladding should be replaced with wood clapboard siding that matches the original in terms of design, size, and profile. The mock wood dentils and Tudor stickwork should be removed.

8.3g Windows

Character-defining Element

The location and fenestration pattern of window openings are character-defining elements.

Conservation Approach

Rehabilitation

Description

All of the windows have had vinyl inserts installed. It is possible that the size of one of the windows on the front elevation was changed, but the remainder appear to be the original size and location. One small window, on the basement level of the north side, still retains its original casing and trim. All of the other window openings have wood casings and sills that appear to be newer.



The only original window - at grade on the north elevation.



Example of new window insert and wood casing.

All of the newer window inserts should be replaced with period-appropriate wood-frame windows on the front and side elevations. Windows on the rear elevation may be vinyl-framed if desired but should match the design of the other windows.

The one small original window and the wood casings of the other windows have been assessed by a qualified historic window expert. M.R. Windows assessed the windows in May 2022 and provided the following information:

“The only existing window that has any original components is on the East Basement 3’ x 2’. The original Exterior Sill & 1x6 Exterior Casing/Trims remain, but the original sash has been removed & replaced with a vinyl window at some point. All of the rest of the existing windows have been changed to Vinyl with new Exterior Sills & Trims that are not in the style of the original. This heritage home will require all New Wood Windows complete with Heavy Exterior Sills & Exterior Trims.”

M. R. Windows recommends new wood windows to replace all of the existing windows and that the new windows have a simple design that are in keeping with the age and design of the house. This

approach is the preferred approach. Trying to save and restore the exterior casing and trim of a small window on the basement of the side elevation is not reasonable. This window may be replaced with new, in the same size and shape as the existing and in keeping with the same design as the other windows.

It would be reasonable to add one or two new window openings, with compatible design criteria, on the side elevations if this would improve the indoor liveability.

8.3h Colour Scheme

Character-defining Element

The colour scheme of an historic building is a character-defining element. If the original colour scheme can be accurately determined, then it is recommended that it be considered as an option. Other reasonable options are colour schemes that were typical for that type and era of building.

Conservation Approach

The brand of paint is less important than the quality of the paint. The proper preparation of the surfaces, and the expertise with which the paint is applied, are critical. For example, ensure that any nicks or other damage to the material being painted has been repaired prior to painting. A professional painter with experience painting historic buildings should be retained. Use the finish recommended by the painter. If the painter suggests replacing any historic material on the building because it “would be easier” or “look better”, find another painter.

Exterior Colour Scheme

Element	Colour
Body: Shingles Clapboard Front porch Gutter/downspouts (or a colour that allows them to disappear)	Bute Taupe Benjamin Moore VC-13
Window and door casings Roof Brackets Roof soffits Fascia boards Hexagonal vent frame	Oxford Ivory Benjamin Moore VC-1
Window and door sashes	Gloss Black (Benjamin Moore VC-35)
Exterior Doors	Consult with Heritage Professional
Roof (asphalt)	Black or dark grey

8.4 Non-Character-Defining Elements

The following are not considered to be character-defining elements.

8.4a Rear Addition

Description

At some point after 1955, a small addition was made to the rear of the house, without a basement or foundation. The gable roof was extended over this addition and was clad in the same siding as the rest of the house. A 'seam' where the newer, matching cladding meets the original is visible on the south elevation, hidden by the gutter downspout. In the gable end of the rear addition, under a deep angular overhang, is a modern set of triangular windows, and a skylight is just visible on the south side of the roof. Entry is through a single door accessed by two narrow steps.

This part of the house may be removed.

8.4b Gutters and Rain-Water Leaders

Description

The intention of a gutter system is to convey water away from the building and is an important and necessary feature of the building.

A more sympathetic new gutter system should be installed using a standard rectangular profile, 5" pre-finished continuous metal type. The current gutter system blends in well with the house, but there are some portions that are too obvious.

The colour of any new gutters and rain-water leaders should match or blend in with the exterior colour scheme so that they 'disappear'.

9.0 Maintenance Plan

At least once per year, a complete inspection of the inside and outside of the building should be carried out and all deficiencies identified. All repair work should be carried out promptly and according to the *Standards and Guidelines*.

A good rule of thumb is to ensure that each approach or method will not harm or remove any of the character-defining elements identified in this document. If damage to any of the building elements is found, be sure to treat the cause as well as the symptom. For example, if some fascia fell off, is it because it was weak from water damage? If so, then determine why the water was able to damage it and take steps to correct it.

Following is a basic, annual maintenance checklist.

Site:

- Keep vegetation, especially plants that are invasive or clingy, away from the building
- Do not plant invasive plant or tree species on the property
- Choose trees that, when mature, will not negatively impact the building
- Ensure that the site is well-drained and/or that run-off is directed away from the building

Foundation:

- Watch for signs of unexpected or significant settlement, deformation, cracking
- Inspect for signs of moisture, efflorescence (white powder on concrete), staining

Wood Shingle and Horizontal Lap Siding Cladding:

- Inspect wood shingles and siding for water damage/ingress, vegetative damage (moss, vines, etc.), insect damage, rot, warping, etc.
- Inspect paint finishes for cracking, peeling, etc.

Front Porch:

- Check underneath for any signs of creatures
- Look for any signs of water damage, softness, or rot of the wooden elements

Roof, Chimney and Gutters:

- Inspect for loose, missing or damaged roofing material
- Inspect shingles for cracks, blisters or curling
- Remove moss and other vegetative growth
- Check flashing for cracks, holes or looseness
- Inspect grouting and re-point chimney as necessary
- Regularly clean chimney bricks using a natural bristle brush and a mild rinse detergent. Do not power wash, sand blast or use abrasive cleaning methods.
- Inspect soffits for any openings where creatures could get in

- Inspect and clean gutters, checking for cracks and other damage
- Flush downpipes

Windows and Doors:

- Inspect for broken or cracked glass
- Ensure that windows and doors are operating smoothly and properly
- Check the alignment of the doors regularly
- Check all wood casings for dampness, softness and rot
- Inspect weather stripping and replace as necessary

Cleaning must be done carefully and correctly. Seek the advice of an expert if you suspect painted areas are unstable. They can give you advice on how to remove surface dirt without harming materials or compromising any decoration.

Gentle cleaning examples include diluted TSP, Simple Green, or D/2 Biological Solution.

10.0 Historic Information

Early Occupants

1930: House constructed
1931-1936: Anderson Family
1937-1955+ Robson Family

The City Directories available on-line go as far as 1955. This date has been chosen as the cut-off date for research.

The Anderson Family

David and Florence Anderson were the first residents of the subject property. David (1901-1976) was born in Perth, Scotland to Peter and Jessie (nee Benvie) Anderson. He managed an institutional laundry service in New Westminster and married Florence May Gratton in New Westminster in 1929. There is no marriage or death certificate for Florence, but we do know that Florence outlived him.

The Robson Family

The second family to reside in the house, and the ones who were there the longest, was the Robson family. Unfortunately, there are no death or marriage certificates for either John W or Jane A Robson. More in-depth research would be required to determine their story. All we know at this point is that John was a clerk with the BC Government and he retired in 1955.

NEW WESTR. STREET GUIDE		FERNDALE 1498	
1021 Robinson G H	309 Horney J	405 Blewett F W	es Thomas G
1025 Benn V	313 Orientals	406 *Hagen H	ws *Evans J H
1027 Stratford H C	314 Orientals	407 *Lamdin A W J	Kitchener intersects
1029 Ambrose R	315 Orientals	411 *Delaney D	
1033 Thomson A B	319 *Toritini Mrs M	413 *Lomas D A	FELL AV N (Burnaby
1037 Young E R	325 Janis F	416 *McNaughton J	north from 6100 Dunda
1042 Harrison R H E G	321 *Pazurik J M	417 Nixon —	(E-13 on Map)
3 Lewis S D S	333 Orientals	419 Lowry A P	District J
1042 (rear) Doyland H	335 Orientals	420 *Davies H K	7 *Tomkins J
1043 Hodgson J	337 Coldrey J	421 *Salsbury E H	11 *Eshelby F H
1044 4 Vacant	Stanley intersects	425 *Latley C H	12 *Hoag L J
5 Ootmar C	ss Queensborough Sch	Major intersects	38 Nelson O S
1046 6 Vacant	Johnston begins	429 *Murphy G	47 *Jupp W
7 Salmon Mrs A D	501 Orientals	430 Bushell M F	55 Frolick J
1047 Povah W F	505 *Ziraldo F	432 *Rowse T W	107 *Gaugstad O T
1051 Smith Mrs E J	506 Tsuchida S	433 Owens W W	109 *Hoag W H
1055 Patterson H	507 Occupied	447 *Anderson D	111 *McDonald C
1057 Fraser Mrs M	515 Vacant	451 Vacant	112 *Jackson G H
1061 Poulter D E	519 *Pazurik J	453 Walker R G R	
1067 Ife P	519 (rear) Pajerchin J	454 Bolderson E H	FELL AV (N Van) norl
Thurlow intersects	519 (rear) Toman L	455 *Morrow A T	from 800 W Keith (C-
	519 (rear) Mucha F	459 *Sayer R L	on Map)
EVELYN RD (N Van) east	525 *Zarzan A	460 *Marcoux J	District N
from 4300 Mountain	527 Gall J	462 *Hoskin B L	W 15 intersects
Highway (A-11 on Map)	529 *Lofai M	463 *Chamberlin H C	1509 *McLeod T
District O	Pembina intersects	465 *Gyde E	W 16 intersects
Not opened through	606 Queensborough Serv	467 *Hardy M E	1603 Boscariol A
Hoskins intersects	Sta	469 *Mowry A B	1607 Vacant
1630 *Ryan H	608 Queensborough Store	470 Davis J T R	1611 Vacant
	609 Orientals	471 *Thrift Mrs E	

Directory dated 1931, showing D Anderson at 447 Fader Street. The address was later changed to 441.

4621	ROBINSON—(Cont'd)	ROBINSON—(Cont'd)
	—Bruce L (Constance C) office mgr	—Thos H (Eleanor) asst supt Swifts
	Westr Canners h 216 3rd St	h 404 7th Ave
	—Cecil (Sarah E) retired h 124 Dur-	—Violet wid E A h 1113 Nanaimo
	ham	—Wm hlpr Westr Sht Mtl
Bby	—Cecil L (Marquis I) pntr h 4587 Un-	—Wm (Margt) lbrwkr h 2021 Gray Bby
Bby	ion N Bby	—Wm F (retired h 530 Holdom N Bby
uller	—Chas A (Nellie I) mach Air Equip	—Wm J acct h 4859 Albert N Bby
	Serv h 4152 Manor Bby	—Wm J (Marye) cond BCER h 2004
3413	—Chas E mlwkr MacMillan Ind r 4651	Gilley Bby
	Kway Bby	—Wm J (Winnifred G) utility mn NHB
1013	—Clarence W (Lillian S) swchmn CNR	3815 Union N Bby
	h 3855 Parker N Bby	—Wm J (Mary J) improver Western
Bby	—Collin drvr r RR 4	Stl h 2725 Windsor Bby
4 N	—Daisy E wid T h 81 Springer N Bby	—Wm S r 2725 Windsor Bby
	—David clk Westr Iron Wks r RR 4	—Yvonne E M acct Westr Paper r 404
	—Della K mlwkr MacMillan Ind r 1967	7th Ave
206	16th Ave Bby	ROBLIN F Walter (Moneta) tkt clk
	—Doramay studt r 404 7th Ave	CNB h 462 Kelly
Ind	—Doris E flrwm Kresge r 523 2nd St	ROBOTHAM Earle O J (Margt) wldr
	—E C r RR 1	Finning Tractor h 4191 Manor Bby
iders	—Edith M wid C h 217 St Patrick	ROBSON Alex T (Jennie A) sec-treas
	—Edw J (Annie L) drvr h 2063 Salls-	Timberland Lbr h 221 3rd Ave
713	bury Bby	—Mrs Annie h 235 9th St
ne h	—Mrs Elleen prop Red Robin Dairy r	—David M (Minerva) sla mgr Timber-
	903 14th St	land Lbr h 504 4th St
	—Eleanor M wid W H r 433 E 8th Ave	—Geo W (Edith M) emp Westr Brew
and-	—Eliz opr BC Tel r 433 E 8th Ave	h 325 Simpson
	—Eliz A clk Famous r 2607 Blenheim	—Jas G (Jean) pres Timberland Lbr
idge	Bby	h 101 3rd St
	—Etta F wid G S h 249 Sandringham	—John (Mary A) retired h 712 Spring-
428	—Mrs Eva M emp Safeway r 4003 Par-	er N Bby
	ker N Bby	—John W (Jane A) clk BC Govt h 441
	—F J r RR 1	Fader
ndle	—Mrs G r 3640 Kway Bby	—Richard M (Anna D) genl acct 424
	—G W Morris (Hazel A) mech h 4131	3rd Ave
-Q r	Oxford N Bby	—Richd T chauff Harry's Taxi h 4361
Bby	—Geo (Alberta M) logr h 4642 Frances	E Hast N Bby
	N Bby	—Richd W (Eliz) hlpr BCER h 4427 E
		Pender N Bby

Directory dated 1945, showing John W & Jane A Robson at 441 Fader Street.

Death Certificate of David Anderson

FORM 6

4-0

PROVINCE OF
BRITISH COLUMBIA (Canada)
DEPARTMENT OF HEALTH
Division of Vital Statistics

REGISTRATION OF
DEATH

15-019
Registration No.
(Department use only)
76-09-006280

40

010
874

See Reverse for Instructions

IMPORTANT: Any change or correction made in the completion of this form must be initialed by the person certifying the original information.

NAME OF DECEASED	1. Surname of deceased (print or type) ANDERSON		1. SEX MALE
	All given names in full (print or type) DAVID		
PLACE OF DEATH	3. Name of hospital or institution (otherwise give exact location where death occurred) Royal Columbian		
	City, town or other place (by name) New Westminster, B.C.		Inside municipal limits? (State Yes or No)
USUAL RESIDENCE	4. Complete street address: If rural give exact location (not Post Office or Rural Route address) Apt. 302, 335 - 5th St. 15-019-79		
MARITAL STATUS	5. Single, married, widowed, or divorced (Specify) Married	6. If married, widowed, or divorced, give full name of husband or full maiden name of wife Florence May Gratton	
	7. Kind of work done during most of working life Manager		
BIRTHDATE	9. Month (by name), day, year of birth April 13, 1901		8. Kind of business or industry in which worked Laundry - Institutional
	10. AGE (years) (Months) (Days) (Hours) (Minutes) 74		If under 1 year
BIRTHPLACE	11. City or place Province (or country) of birth Perth, Scotland		12. Native Indian? Yes No If "yes" state name of band
	13. Surname and given names of father (print or type) ANDERSON, Peter		14. BIRTHPLACE - City or place, Province (or country) Scotland
FATHER	15. Maiden surname and given names of mother (print or type) BENWIE, Jessie		16. BIRTHPLACE - City or place, Province (or country) Scotland
	17. Signature of informant X Florence May Anderson		18. Relationship to deceased wife
INFORMANT	19. Address of informant Apt. 302 - 335 5th St. New Westminster		20. Date signed - Month, day, year April 1, 1976
	21. Burial, cremation or other disposition (specify) Cremation		22. Date of burial or disposition (month, day, year) APR 9 1976
DISPOSITION	23. Name and address of cemetery, crematorium or place of disposition Vancouver Crematorium Ltd., 5905 Fraser St., Vancouver 15		
	24. Name and address of funeral director (or person in charge of remains) (print or type) Columbia Funeral Home, 233 Columbia St. W., New Westminster		

MEDICAL CERTIFICATE OF DEATH

DATE OF DEATH	25. Month (by name), day, year of death March 31 1976		Approx. interval between onset & death
CAUSE OF DEATH	26. Part I 4109 Immediate cause of death (a) Acute Myocardial Infarction 3 hrs due to, or as a consequence of Coronary heart disease.		
	(b) ... due to, or as a consequence of		
	(c) ...		
AUTOPSY PARTICULARS	27. Autopsy being held? Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	28. Does the cause of death stated above take account of autopsy findings? Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	29. May further information relating to the cause of death be available later? Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
	30. If accident, suicide, homicide or undetermined (specify)		
ACCIDENT OR VIOLENCE (If applicable)	31. Place of injury (e.g. home, farm, highway, etc.)		32. Date of injury (Month (by name), day, year)
SURGICAL OPERATION	34. If there was a recent surgical operation give date of operation		35. State operative findings
	36. I certify that to the best of my knowledge and belief the above-named person died on the date and from the causes stated herein: X DR. H. McPHIE 305 Braid Street Westminister, B.C. Telephone: 526-1666 Attending physician Physician examining body after death Coroner		
CERTIFICATION OF DISTRICT REGISTRAR	37. Name of physician or coroner (print or type) Date: Month, day, year H. McPhie 4/1/76		

DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

Notations:		
I certify this return was accepted by me on this date at -		
CERTIFICATION OF DISTRICT REGISTRAR	District Registration No. 1104	NEW WESTMINSTER B.C. Date: Month (by name), day, year April 5 1976 Signature of District Registrar D. Gustin Deputy

4-2302-3.14: 26-9-73

Historic Context

A description of the City of New Westminster in the British Columbia Directory dated 1930, p.476

**HORNE,
TAYLOR
& Co., Ltd.**

☛

**Insurance
and
Real Estate**

☛

**Rents
Collected,
Mortgage
Loans
Arranged**

☛

**817 Pender
St. W.**

**Phones
Sey. 3196
and 3197**

Vancouver

FUEL

**ALDER
WOOD**
for Grates

476

NEW WESTMINSTER

**NEW WESTMINSTER
FOR NAMES OF RESI-
DENTS AND FIRMS IN
NEW WESTMINSTER SEE
VANCOUVER SECTION.**

The City of New Westminster is located on the North Bank of the Fraser River, about 16 m. from the Gulf of Georgia, at the point where Lulu Island divides the river into its main channel and the North Arm. It embraces within its limits the northerly point of Lulu Island, a section known locally as Queensborough. By paved highway, Kingsway, the city is 12 m. from Vancouver. It is also connected with Vancouver by three interurban electric lines, operated by the B.C.E. Ry., and by three steam railways—the C.P.R., G.N.R. and C.N.R. To the south, the city is connected by the G.N.R., running through Blaine on the boundary to Seattle; to the east, by C.P.R., C.N.R. and B.C.E.R. Thus it has connection with the great trans-continental railway systems both of Canada and the United States, while by its ship channel of the Fraser River to the Gulf of Georgia, the city possesses unexcelled shipping facilities by water.

These transportation conditions are ideal for the successful operations of manufacturing industries, and numerous industrial plants have been drawn by these advantages to establish in the city and environs, so that New Westminster is recognized as an established industrial centre, the second in importance in the Province. The city offers for lease industrial sites of ample proportions, and sites can also be acquired from private owners on most favorable terms.

One of the great basic industries of B. C., the manufacture of lumber, finds its natural location on the Fraser River, in and around New Westminster, where there are numerous sawmills, shingle mills, and other plants engaged in the manufacture of lumber products. The list includes the plant of the Canadian Western Lumber Company at Fraser Mills, just outside the city's easterly limits, which has a capacity of 350,000 feet every ten hours. The fish canning industry also finds its natural location along the banks of the Fraser and numerous salmon canning plants are found from the city to Steveston, at the Sandheads, where the river enters the Gulf of Georgia.

Trading in Fraser Valley agricultural products has its centre in the city market, which is civic operated. Pop. 18,500.

NICHOLSO

a sta. on C.P. Elec Dist., 4 m P.O., under whic

NICOAMEI

a sta. and 1 C.P.R. between in Dewdney Pr Deroche for name

NICOLA

a P.O. and sta. from Merritt, in Pop. 100.

- Abbott Harry H
- Almon B trapper
- Batten Mrs A r
- Batten Miss G i
- Batten Thos J r
- Beckham F labor
- Brookland Ernest
- Campbell W supt
- Canadian Governu
- Postmaster—V
- Clifford L D b
- Currie Duncan r
- Davies Jas R r
- Davies Richd pa
- Duprat Alex car
- Gardiner Rev (J
- Glover F mgr
- Green F L mine
- Grimshire Archd
- Grimshire John 1

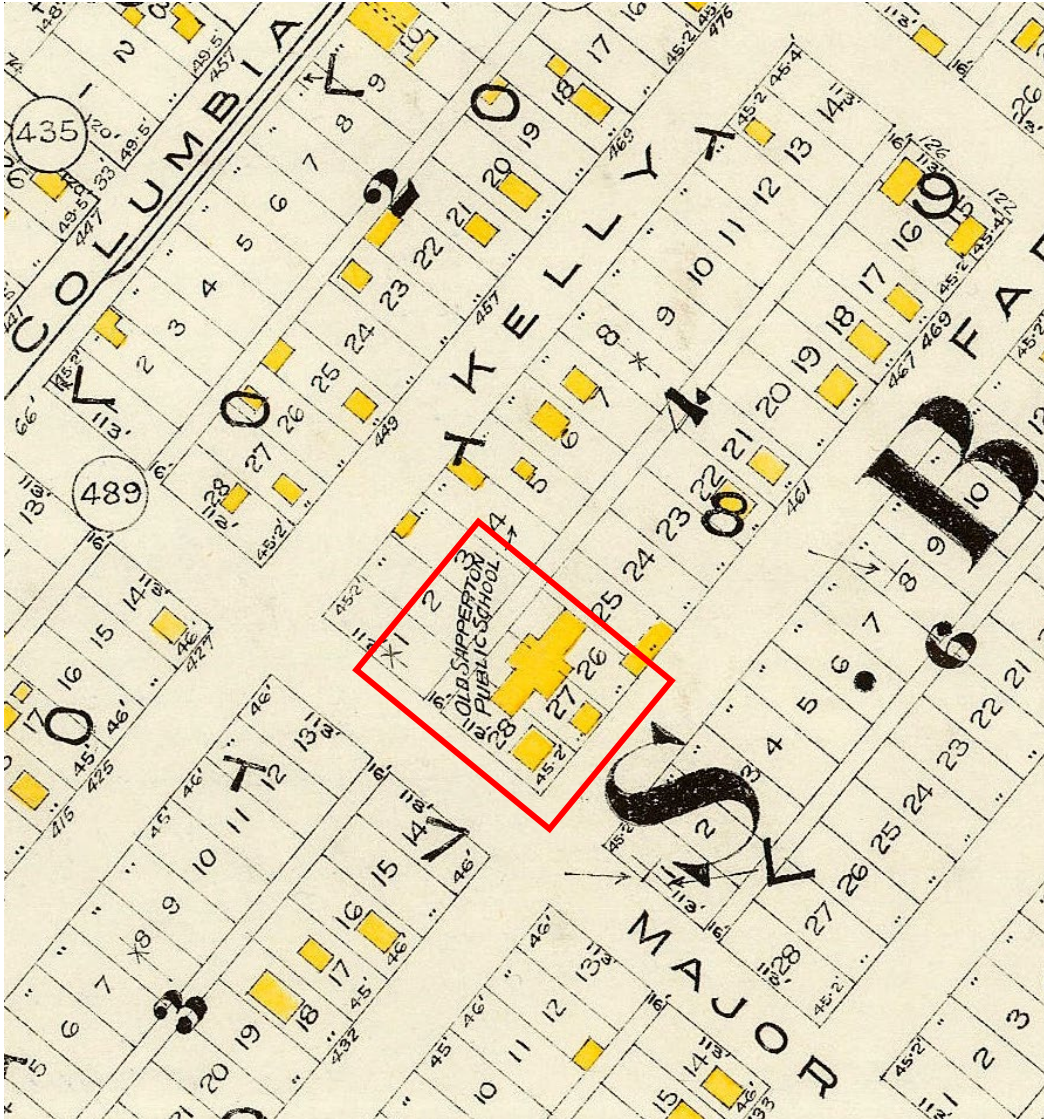
HAMMOND

**Manager 1
and Postx**

- Hawkins H ranch
- Helmer Ronald F
- Heslop Thos ran
- Hosper Harold C
- Hovell J ranchin
- Hunter Edna
- Job Chas L pr
- sec Nicola S
- Lambert Frank p
- McDougall Jos t
- Marquart Math
- Marquart Peter
- stables
- Mickle Mrs Lucie
- Nicola Farmers 1
- Nicola Lake Gar
- Nicola Lake St
- gen store
- Nicola Livery Sta
- Nicola School C
- Normandale Coll
- Paige F G blk

Old Sapperton Public School

This close-up of Sheet 118 of the Goad's Map dated 1913 shows that the subject site was the location of the Old Sapperton Public School.



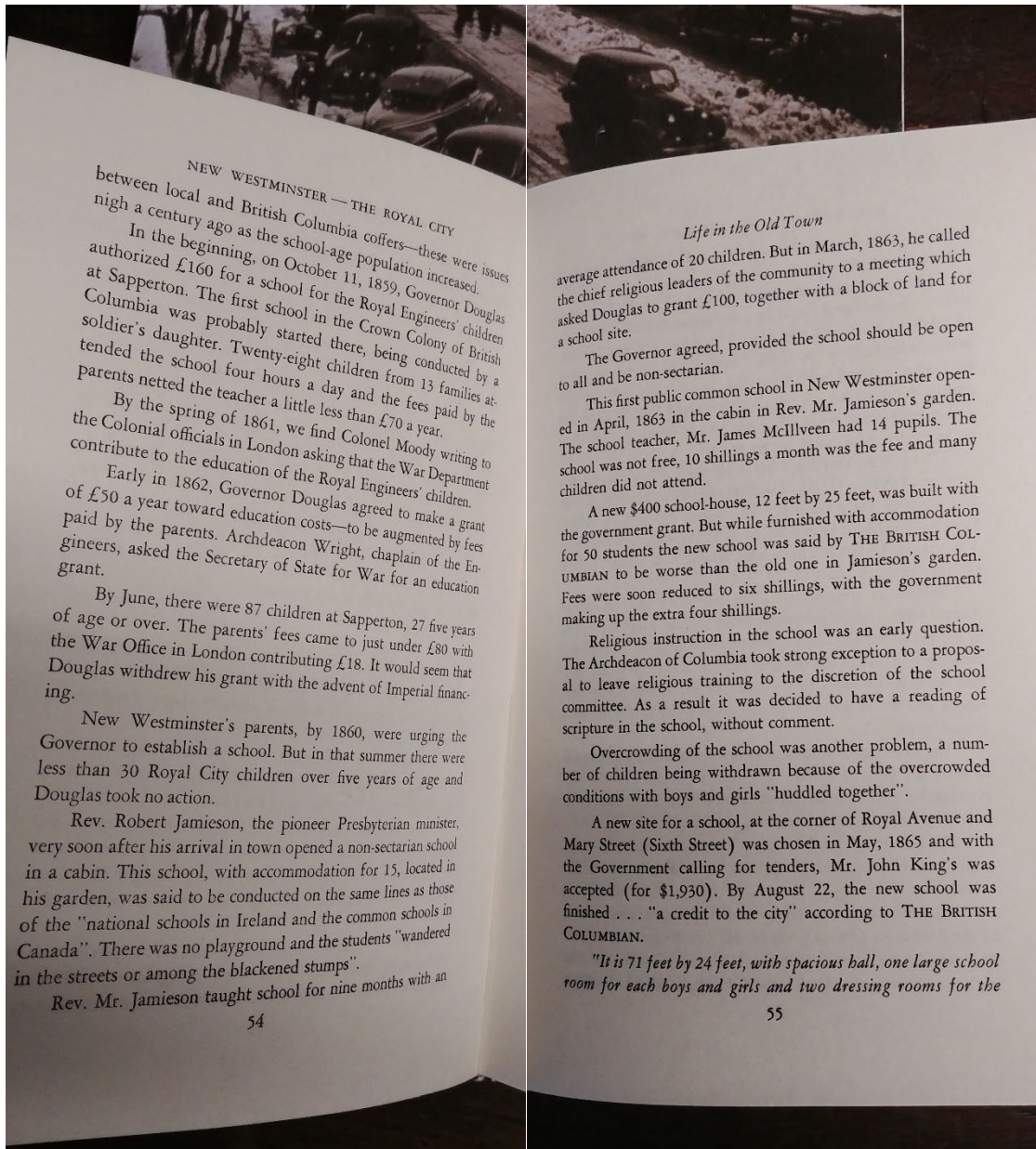
The McBride-Sapperton Residents' Association web-page, History Tab, has this information about the school:

“[There was] a school on at Fader St. and Major St. (1888-1912) in lower Sapperton. This school was at northwest corner of Fader St. and Major St. and extended between Fader St. and Kelly St. In one Goad fire map, it shows the school property located at SBII, Lot 8, individual lots 1, 2, 3, 4 along Kelly St. and 25, 26,27,28 along Fader St. The schoolrooms were large with high ceilings. There were four rooms in the main school and a separate small kindergarten behind the larger Sapperton School. The school dated from about 1888 to 1912 as a school and was used for a number of years afterwards for local groups, scouts, etc. At least part of the school and the whole kindergarten were moved and turned into houses on Fader St. These houses are noted as being on Fader St. between Major St. and Braid St. on the river (even numbers) side.”¹⁰



Photo courtesy of <https://mcbridesapperton.org/sapperton-schools/>. Location: New Westminster Public Library, Columbian Collection, Accession # 203. Date: 1912. Photographer: W.T. Cooksley
For research purposes only.

¹⁰ McBride-Sapperton Residents' Association web-page, History Tab <https://mcbridesapperton.org/sapperton-schools/>.

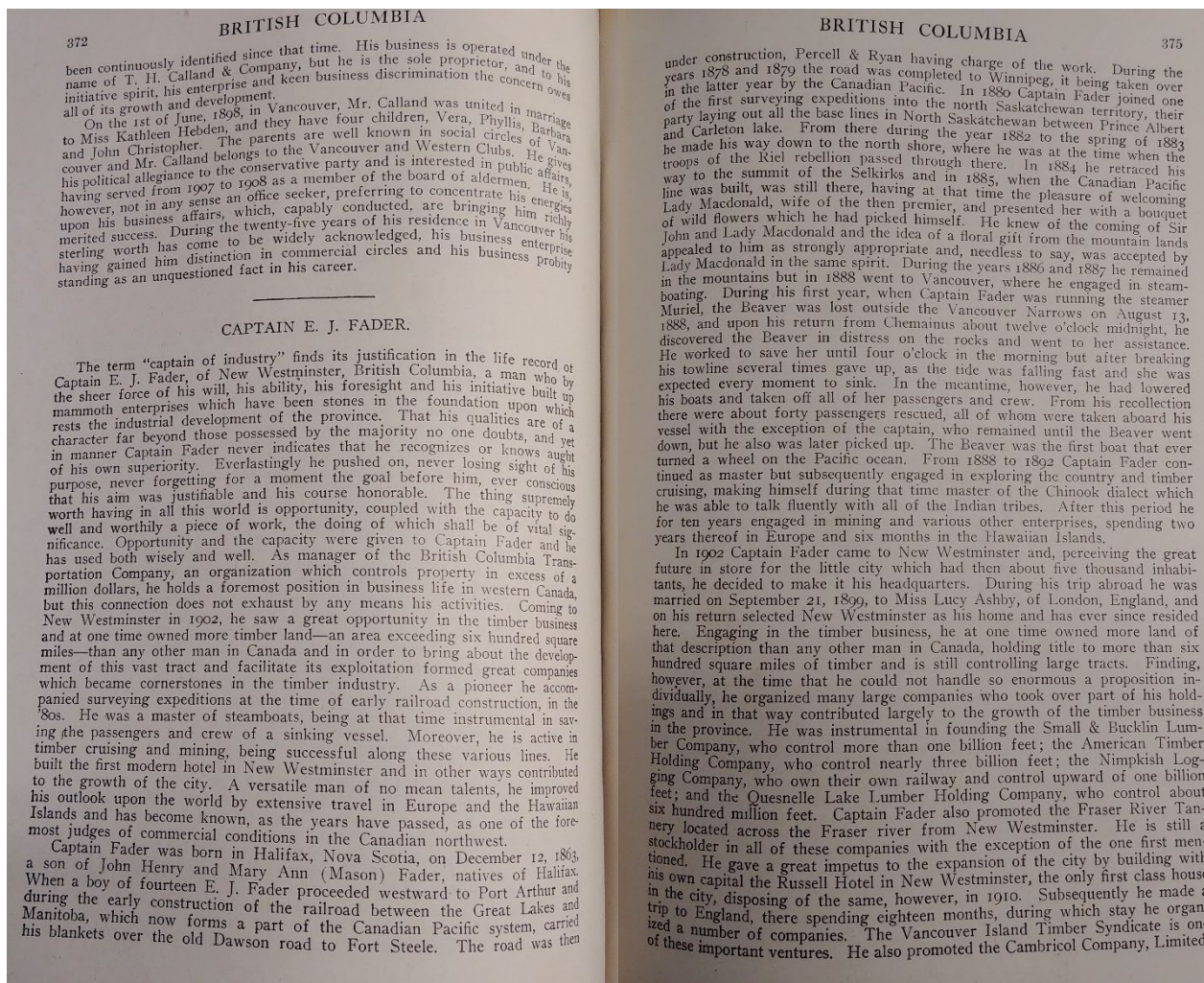


Information on early schools in New Westminster. Source: Mather, Barry and Margaret McDonald. *New Westminster, The Royal City*. J.M. Dent & Sons (Canada) Limited and The Corporation of the City of New Westminster, 1958, pp. 54-55.

Historic Street Names

Copied from the New Westminster Heritage Page re: Street Names
<http://www.nwheritage.org>

Fader Street, which came into existence in 1909, was named for Elijah John Fader, a lumberman and City Councillor for New Westminster¹¹. The website "Opposite the City" identifies Fader as the "founder and first President of the Fraser River Tannery Company, a Maritime-born venture capitalist and business promoter residing at New Westminster, with many business interests in British Columbia, and a storied career."¹²



¹¹ <http://www.nwheritage.org>

¹² "Fraser River Tannery" <https://oppositethecity.wordpress.com/2012/03/21/fraser-river-tannery/>

Historic



CAPTAIN E. J. FADER

a land-holding company, and the British Columbia Transport Company, of the latter of which Captain Fader is still the manager. This company has extensive interests in New Westminster and vicinity, controlling about one million dollars worth of property. They own the largest docks along the water front of the city, including a general building supply plant and a rock and gravel plant having a capacity of one thousand yards of crushed rock and gravel per day. They also own one hundred and fifty thousand dollars worth of tugs, barges and floating properties. The beneficial effect which the commercial activities of Captain Fader have had upon the commercial development of New Westminster and British Columbia can hardly be estimated but it is recognized on all sides that he is one of the most enterprising and foremost men in the city, who has not only promoted enterprises in his own interest but gives as much consideration to the effect his activities have upon the general welfare.

Captain and Mrs. Fader are the parents of one daughter, Eva Joan. They are members of the Church of England, taking an earnest interest in the work of the church and its allied societies. Fraternally Captain Fader is known as a member of the blue lodge of Masons and of the local lodges of the Benevolent Protective Order of Elks and the Loyal Order of Moose. His public spirit has found expression in the efficient service which he rendered his city by becoming a member of one of its boards of aldermen in 1908-1909. Captain Fader is an optimist, yet a man shrewd and gifted with an extraordinarily sound judgment. He has an infinite faith in the future of his adopted city and personally has done much to make that future a reality. Wherever movements are under way for the promotion of projects along material or intellectual lines he can be found in the front ranks of those who are willing to give their share of time and money to such projects. New Westminster is proud to call him one of her citizens and is grateful for what he has been able to accomplish in her behalf.

CHARLES RANSOME GILBERT.

Charles Ransome Gilbert is manager of the insurance department of the London & British North America Company, Ltd., and there is no phase of the insurance business with which he is not familiar. He was born in Chicago, August 8, 1863, his parents being Charles and Jane Gilbert. The father was one of the early merchants of that city and for thirty years was a well known member of the Chicago Board of Trade. The public schools of Chicago furnished Charles Ransome Gilbert his educational opportunities, and in early manhood he left home to find what he believed to be broader and better advantages in the west. For three years he followed various pursuits, and then, in 1883, returned to Chicago, where he entered the employ of a lumber company. In the fall of 1887 he went to California, where he engaged in ranching for two years, and then turned his attention to the insurance business, with which he has since been connected in various capacities. In 1900 he came to Vancouver as secretary of the Board of Underwriters, and at that time reorganized the board. Gradually he has worked his way upward in the insurance field as he has mastered the business in principle and detail, and in 1908 he was appointed to his present position as manager of the insurance department of the London & British North America Company, Ltd., which position he has held continuously since. Aside from this he has made considerable investments in real estate. Moreover, he was one of the first directors of the Horse Show Association of Vancouver and has remained director and treasurer of the organization since its inception.

On the 1st of February, 1896, Mr. Gilbert was united in marriage to Miss Elizabeth Porter, a daughter of Mr. and Mrs. Norman Porter, New England people who came to the coast at an early day. The only child of this marriage is John Porter Gilbert. Mr. Gilbert belongs to the Presbyterian church and is

information (on this and previous page) regarding Captain E.J. Fader. Source: British Columbia From the Earliest Times to the Present Volume III. The S.J. Clarke Publishing Company, Vancouver, Portland, San Francisco, Chicago. 1914, pp 372-376.

11.0 General Standards for Preservation, Rehabilitation and Restoration Approaches

The following is taken directly from the Standards and Guidelines, Chapter 3.

1. Conserve the heritage value of an historic place. Do not remove, replace or substantially alter its intact or repairable character-defining elements. Do not move a part of an historic place if its current location is a character-defining element.
2. Conserve changes to an historic place that, over time, have become character-defining elements in their own right.
3. Conserve heritage value by adopting an approach calling for minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.
5. Find a use for an historic place that requires minimal or no change to its character-defining elements.
6. Protect and, if necessary, stabilize an historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information. (*Note that the Provincial Archaeology Branch must be notified before any work is undertaken if archaeological resources are discovered.*)
7. Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.
8. Maintain character-defining elements on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.
9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable on close inspection. Document any intervention for future reference.
10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.
11. Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.

12. Create any new additions or related new construction so that the essential form and integrity of an historic place will not be impaired if the new work is removed in the future.

13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.

14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

The following guidelines are taken directly from the *Standards and Guidelines*, Chapter 4, Section 3.

1. Understand the exterior form and how it contributes to the heritage value of the historic building.

2. Understand the design principles used by the original designer or builder, and any changes made to the exterior form over time.

3. Document the building's exterior form before undertaking an intervention, including the form and massing, and viewscape, sunlight and natural ventilation patterns.

4. Assess the condition of the building's exterior form early in the planning process so that the scope of work is based on current conditions.

5. Protect and maintain elements of the building's exterior form through cyclical or seasonal maintenance work.

6. Retain the exterior form by maintaining proportions, colour and massing, and the spatial relationships with adjacent buildings.

7. Stabilize deteriorated elements of the exterior form by using structural reinforcement and weather protection, or correcting unsafe conditions, as required, until repair work is undertaken.

8. Protect adjacent character-defining elements from accidental damage or exposure to damaging materials during maintenance or repair work.

9. Document all interventions that affect the exterior form and ensure that the documentation is available to those responsible for future interventions.

10. Reinststate the exterior form by recreating missing or revealing obscured parts to re-establish character-defining proportions and massing.

11. Accommodate new functions and services in non-character defining interior spaces as an alternative to constructing a new addition.

12. Select a new use that suits the existing building form.
13. Select the location for a new addition that ensures that the heritage value of the place is maintained.
14. Design a new addition in a manner that draws a clear distinction between what is historic and what is new.
15. Design an addition that is compatible in terms of materials and massing with the exterior form of the historic building and its setting.
16. Add new features to meet health, safety or security requirements, such as an exterior stairway or a security vestibule in a manner that respects the exterior form and minimizes impact on heritage value.
17. Work with code specialists to determine the most appropriate solution to health, safety and security requirements with the least impact on the character-defining elements and overall heritage value of the historic building.
18. Find solutions to meet accessibility requirements that are compatible with the exterior form of the historic building. For example, introducing a gently sloped walkway instead of a constructed ramp with handrails in front of an historic building.
19. Work with accessibility and conservation specialists and users to determine the most appropriate solution to accessibility issues with the least impact on the character-defining elements and overall heritage value of the historic building.
20. Add new features to meet sustainability requirements, such as solar panels or a green roof, in a manner that respects the exterior form and minimizes impact on character-defining elements.
21. Work with sustainability and conservation specialists to determine the most appropriate solution to sustainability requirements with the least impact on the character-defining elements and overall heritage value of the historic building.
22. Comply with energy efficiency objectives in a manner that minimizes impact on the character-defining elements and overall heritage value of the historic building.
23. Accommodate functions requiring a controlled environment, such as artefact storage or exhibits in an addition, while using the historic building for functions that benefit from existing natural ventilation and/or daylight.
24. Reinststate the building's exterior form from the restoration period, based on documentary and physical evidence.
25. Remove a non character-defining feature of the building's exterior form, such as an addition built after the restoration period.

26. Recreate missing features of the exterior form that existed during the restoration period, based on physical or documentary evidence; for example, duplicating a dormer or restoring a carport that was later enclosed.

The following definitions of heritage value are quoted directly from the guide “Canadian Register of Historic Places: Writing Statements of Significance”.¹³

Aesthetic value refers to the sensory qualities of a historic place (seeing, hearing, touching, smelling and tasting) in the context of broader categories of design and tradition. A place may have aesthetic significance because it evokes a positive sensory response, or because it epitomizes a defined architectural style or landscape concept. Visual aesthetic value is typically expressed through form, colour, texture or materials. It is possible for historic places to have other aesthetic values as well, such as auditory ones. Historic places with aesthetic significance may reflect a particular style or period of construction or craftsmanship, or represent the work of a well-known architect, planner, engineer or builder.

Historical and Cultural values are sometimes combined and refer to the associations that a place has with past events and historical themes, as well as its capacity to evoke a way of life or a memory of the past. Historical or cultural value may lie in the age of a heritage district, its association with important events, activities, people or traditions; its role in the development of a community, region, province, territory or nation; or its patterns of use. Historical or cultural value can lie in natural or ecological features of the place, as well as in built features.

Scientific value refers to the capacity of a historic place to provide evidence that can advance our understanding and appreciation of a culture. The evidence is found in the form, materials, design and/or experience of the place. Scientific value can derive from various factors, such as age, quality, completeness, complexity or rarity. Scientific value may also be present when the place itself supplements other types of evidence such as written sources, as in archaeological sites.

Social value considers the meanings attached to a place by a community in the present time. It differs from historical or cultural value in that the value may not have an obvious basis in history or tradition and relates almost entirely to the present time. Social value may be ascribed to places that perform a key role within communities, support community activities or traditions, or contribute to the community’s sense of identity. Places with social value include sites that bring the community together and create a sense of shared identity and belonging.

Spiritual value is ascribed to places with religious or spiritual meanings for a community or a group of people. Sacred and spiritual places could include places of mythological significance, landscape features associated with myth and legends, burial sites, rock cairns and alignments, fasting/vision quest sites etc., places representing particular belief system(s) or places associated with sacred traditions, ceremonial practices or rituals of a community/group of people.

¹³ Historic Places Program Branch, “Canadian Register of Historic Places: Writing Statements of Significance,” Parks Canada, November 2006, pp. 12-13.

12.0 Research Resources

British Columbia From the Earliest Times to the Present Volume III. The S.J. Clarke Publishing Company, Vancouver, Portland, San Francisco, Chicago. 1914.

City of New Westminster Neighbourhoods Historical Context Statements: McBride -Sapperton
https://www.newwestcity.ca/database/files/library/4_McBride_Sapperton.pdf

Goad's Atlas of the City of New Westminster, B.C. 1913. Published by Chas. E. Goad Company
Reference Code: AM1594-MAP 342c
<https://searcharchives.vancouver.ca/goads-atlas-of-city-of-new-westminster-b-c>

Gottfried, Herbert and Jan Jennings. American Vernacular Architecture: Buildings and Interiors 1870-1960. W.W. Norton & Company Inc. New York/London, 2009.

Mather, Barry and Margaret McDonald. New Westminster, The Royal City. J.M. Dent & Sons (Canada) Limited and The Corporation of the City of New Westminster

McBride-Sapperton Residents' Association web-page, History Tab
<https://mcbridesapperton.org/sapperton-schools/>

New Westminster Heritage Page re: Street Names
<http://www.nwheritage.org>

Royal BC Museum for Marriage and Death Certificates
<http://search-collections.royalbcmuseum.bc.ca/Genealogy>

Standards and Guidelines for the Conservation of Historic Places in Canada, Second Edition, 2010
<https://www.historicplaces.ca>

"Fraser River Tannery"
<https://oppositethecity.wordpress.com/2012/03/21/fraser-river-tannery/>

APPENDIX 4

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 441 Fader Street

The undersigned hereby undertakes to be responsible for field reviews of the construction carried out at the captioned address for compliance with the requirements of Appendix 3 (Conservation Plan) of the Heritage Revitalization Agreement applicable to the property, which the undersigned acknowledges having received and reviewed, and undertakes to notify the City of New Westminster in writing as soon as possible if the undersigned's contract for field review is terminated at any time during construction. This letter is not being provided in connection with Part 2 of the British Columbia Building Code, but in connection only with the requirements of the Heritage Revitalization Agreement.

Registered Professional's Name

Address

Telephone No.

Signature or Seal

APPENDIX 5

CERTIFICATION OF REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 441 Fader Street

I hereby give assurance that I have fulfilled my obligations for field review as indicated in my letter to the City of New Westminster dated _____ in relation to the captioned property, and that the architectural components of the work comply in all material respects with the requirements of Appendix 3 (Conservation Plan) of the Heritage Revitalization Agreement referred to in that letter. This letter is not being provided in connection with Part 2 of the British Columbia Building Code, but in connection only with the requirements of the Heritage Revitalization Agreement.

Registered Professional's Name

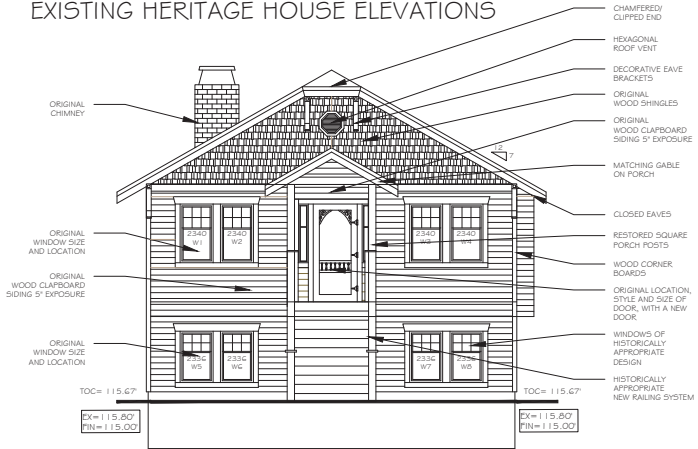
Address

Telephone No.

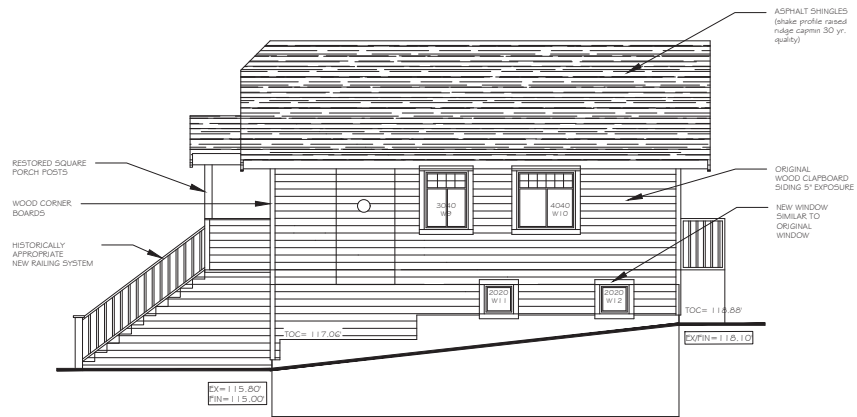
Signature or Seal

APPENDIX 6
APPROVED PLANS

EXISTING HERITAGE HOUSE ELEVATIONS



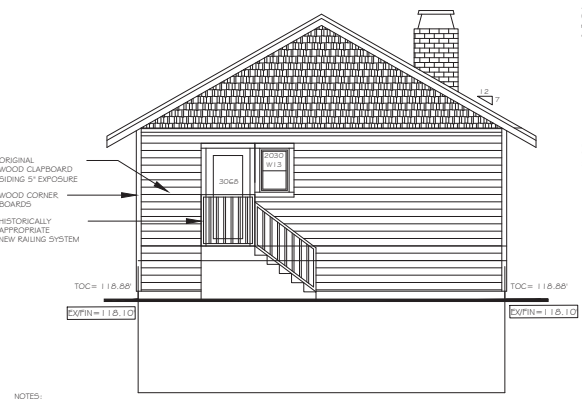
FRONT (EAST) ELEVATION
SCALE: 1/4" = 1' - 0"
FACING FADER STREET



RIGHT (NORTH) ELEVATION
SCALE: 1/4" = 1' - 0"
FACING LOT 27

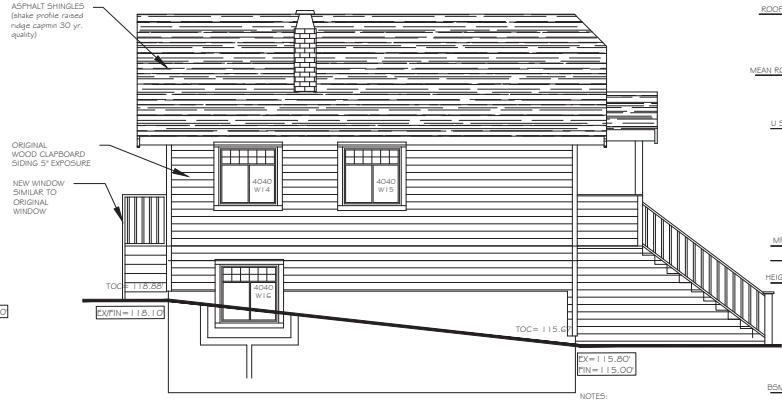
NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING

NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING



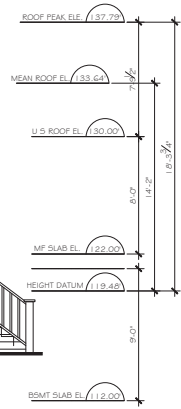
REAR (WEST) ELEVATION
SCALE: 1/4" = 1' - 0"
FACING PROPOSED INFILL RIGHT ELEVATION.

NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING



LEFT (SOUTH) ELEVATION
SCALE: 1/4" = 1' - 0"
FACING LANE

NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING



HERITAGE HOUSE WINDOW SCHEDULE

WINDOW NUMBER	SIZE	MATERIAL	TYPE	RETAIN	REPAIR	REPLACE
#W1	2340	WOOD	SINGLE HUNG			X
#W2	2340	WOOD	SINGLE HUNG			X
#W3	2340	WOOD	SINGLE HUNG			X
#W4	2340	WOOD	SINGLE HUNG			X
#W5	2336	WOOD	SINGLE HUNG			X
#W6	2336	WOOD	SINGLE HUNG			X
#W7	2336	WOOD	SINGLE HUNG			X
#W8	2336	WOOD	SINGLE HUNG			X
#W9	3040	WOOD	SLIDER			X
#W10	4040	WOOD	SLIDER			X
#W11	2020	WOOD	CASEMENT			X
#W12	2020	WOOD	CASEMENT			X
#W13	2030	WOOD	DOUBLE HUNG			X
#W14	4040	WOOD	SLIDER			X
#W15	4040	WOOD	SLIDER			X
#W16	4040	WOOD	SLIDER			X

PROPOSED HRA for HERITAGE HOUSE on 441 FADER ST. AND INFILL HOUSE on 247 MAJOR ST. FOR TOMAS MALAPITAN on CITY OF NEW WESTMINSTER, B.C.

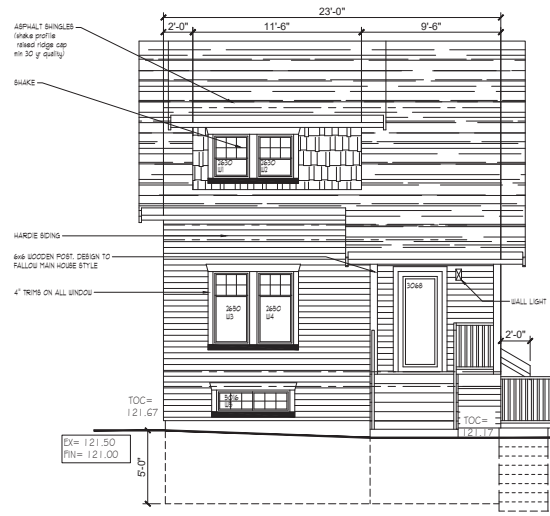
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SCALE: AS SHOWN
DATE: OCTOBER 25, 2021
REV: APRIL 11, 2022
REV: MAY 10, 2022

PLN: 23-0-6-21
DRAWN: J.

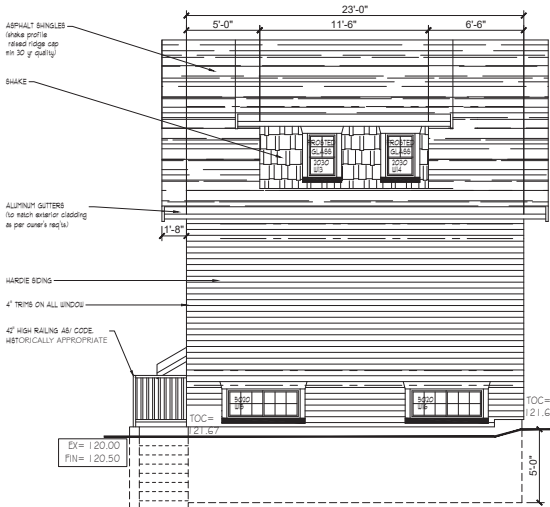
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PROPOSED INFILL HOUSE ELEVATIONS



FRONT (SOUTH) ELEVATION

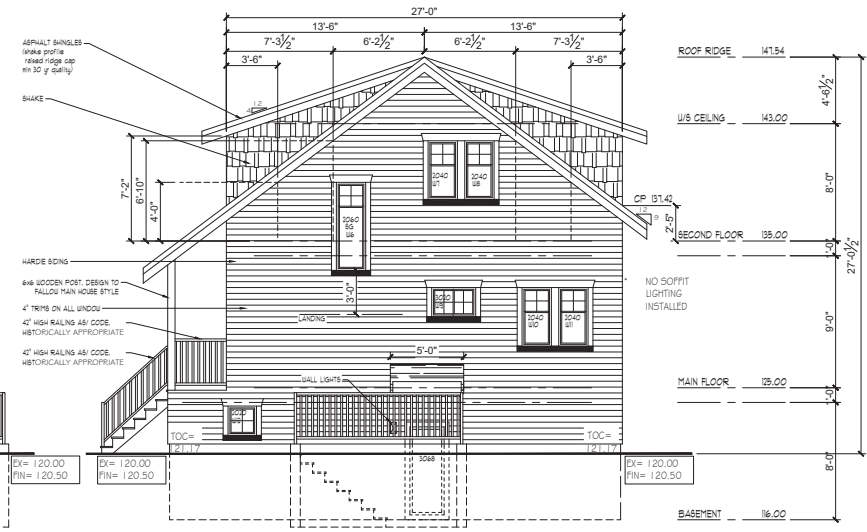
SCALE: 1/4" = 1' - 0" PROPOSED GLAZED
FACING MAJOR STREET OPENINGS: 61.50 SF



REAR (NORTH) ELEVATION

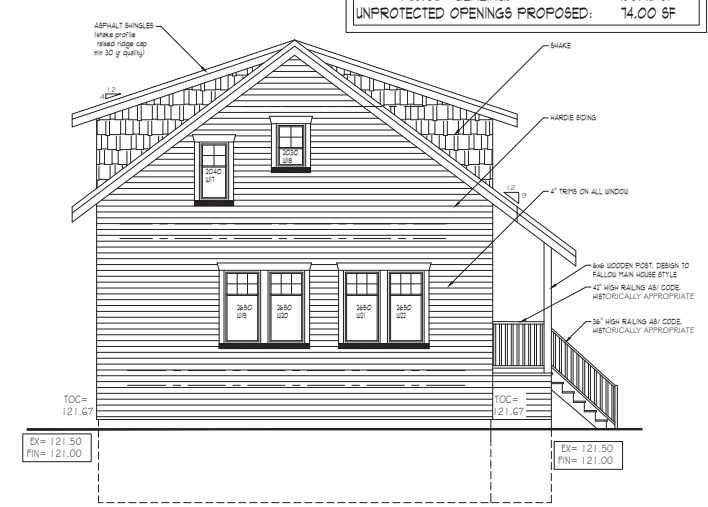
SCALE: 1/4" = 1' - 0" FACING LOT 21

TOTAL WALL AREA: 424.00 SF
LIMITING DISTANCE: 4.66'
UNPROTECTED OPENINGS PERMITTED: (1.78% GLAZING) 32.98 SF
UNPROTECTED OPENINGS PROPOSED: 32.00 SF



RIGHT (EAST) ELEVATION

SCALE: 1/4" = 1' - 0" FACING REAR ELEVATION OF EXISTING HOUSE

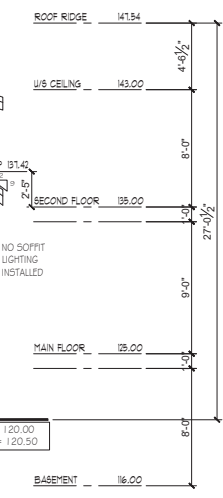


LEFT (WEST) ELEVATION

SCALE: 1/4" = 1' - 0" FACING LANE

TOTAL WALL AREA: 605.00 SF
LIMITING DISTANCE: 29.02'
UNPROTECTED OPENINGS PERMITTED: (100% GLAZING) 605.00 SF
UNPROTECTED OPENINGS PROPOSED: 64.00 SF

TOTAL WALL AREA: 605.00 SF
LIMITING DISTANCE: 12.45'
UNPROTECTED OPENINGS PERMITTED: (25.02% GLAZING) 156.42 SF
UNPROTECTED OPENINGS PROPOSED: 14.00 SF



INFILL HOUSE WINDOW SCHEDULE

WINDOW NUMBER	SIZE	MATERIAL	TYPE	PROPOSED
#W1	2630	DARK VINYL	DOUBLE HUNG	
#W2	2630	DARK VINYL	DOUBLE HUNG	
#W3	2650	DARK VINYL	CASEMENT	
#W4	2650	DARK VINYL	CASEMENT	
#W5	5016	DARK VINYL	SLIDER	
#W6	2060	DARK VINYL	FIXED	
#W7	2040	DARK VINYL	DOUBLE HUNG	
#W8	2040	DARK VINYL	DOUBLE HUNG	
#W9	3020	DARK VINYL	SLIDER	
#W10	2040	DARK VINYL	DOUBLE HUNG	
#W11	2040	DARK VINYL	DOUBLE HUNG	
#W12	2020	DARK VINYL	CASEMENT	
#W13	2030	DARK VINYL	DOUBLE HUNG	
#W14	2030	DARK VINYL	DOUBLE HUNG	
#W15	5020	DARK VINYL	SLIDER	
#W16	5020	DARK VINYL	SLIDER	
#W17	2040	DARK VINYL	DOUBLE HUNG	
#W18	2030	DARK VINYL	DOUBLE HUNG	
#W19	2650	DARK VINYL	CASEMENT	
#W20	2650	DARK VINYL	CASEMENT	
#W21	2650	DARK VINYL	CASEMENT	
#W22	2650	DARK VINYL	CASEMENT	

PROPOSED HRA for HERITAGE HOUSE on 441 FADER ST. AND INFILL HOUSE on 247 MAJOR ST. FOR TOMAS MALAPITAN on CITY OF NEW WESTMINSTER, B.C.

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SCALE: AS SHOWN
DATE: OCTOBER 25, 2021 REV:2 SEPT 09, 2022
REV: PERM. 11, 2022 REV:AL. JUNE 27, 2023
REV: REV. 10, 2022

PLAN: 23-0-6-21
DRAWN: J.

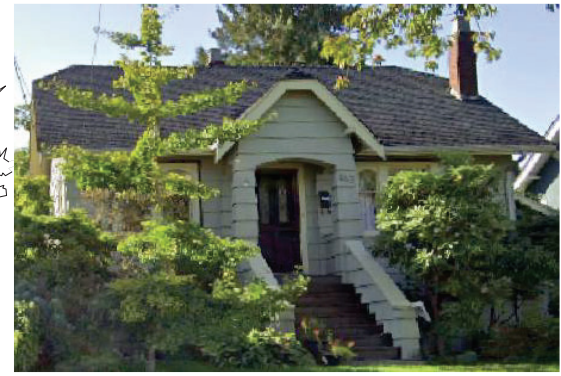
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VIEW FROM MAJOR STREET
SCALE: 1/4" = 1' - 0"



VIEW FROM FADER STREET
SCALE: 1/4" = 1' - 0"



ADJACENT HOUSE

- COLOUR SCHEME**
- HERITAGE HOUSE BUTE TAUPE (BENJAMIN MOORE VC-13)
 - HERITAGE HOUSE FASCIA AND TRIM OXFORD IVORY (BENJAMIN MOORE VC-1)
 - WINDOW SASHES GLOSS BLACK (BENJAMIN MOORE VC-35)
 - DARK GREY OR BLACK ASPHALT SHINGLES

- COLOUR SCHEME**
- HERITAGE HOUSE BUTE TAUPE (BENJAMIN MOORE VC-13)
 - INFILL HOUSE KENNEBUNKPORT GREEN (BENJAMIN MOORE HC-1)
 - INFILL HOUSE FASCIA AND TRIM IVORY (BENJAMIN MOORE CC-20)
 - DARK GREY OR BLACK ASPHALT SHINGLES

PROPOSED HRA for HERITAGE HOUSE on 441 FADER ST. AND INFILL HOUSE on 247 MAJOR ST. FOR TOMAS MALAPITAN on CITY OF NEW WESTMINSTER, B.C.

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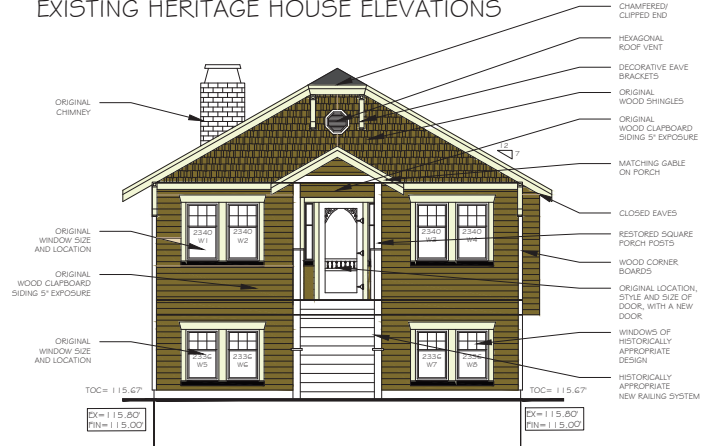
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DATE: NOVEMBER 4, 2021 REV: APRIL 11, 2022 REV: MAY 10, 2022
REV: SEPT 09, 2022 REV: JUNE 27, 2023

PLAN: 23-0-6-21
DRAWN: JL

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EXISTING HERITAGE HOUSE ELEVATIONS



FRONT (EAST) ELEVATION
SCALE: 1/4" = 1'-0" FACING FADER STREET

NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING



RIGHT (NORTH) ELEVATION
SCALE: 1/4" = 1'-0" FACING LOT 27

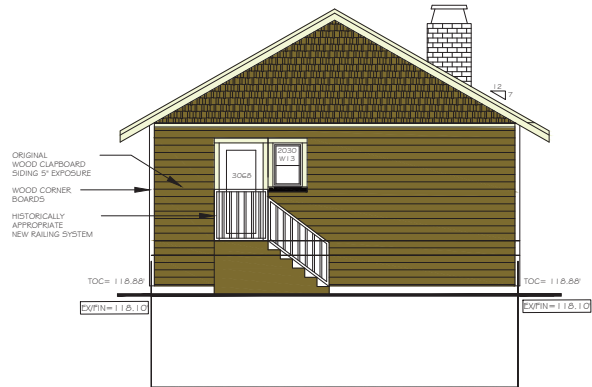
NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING

COLOUR SCHEME

- HERITAGE HOUSE BUTE TAUPE (BENJAMIN MOORE VC-13)
- HERITAGE HOUSE FASCIA AND TRIM OXFORD IVORY (BENJAMIN MOORE VC-1)
- WINDOW SASHES GLOSS BLACK (BENJAMIN MOORE VC-35)
- DARK GREY OR BLACK ASPHALT SHINGLES

COLOUR SCHEME

- HERITAGE HOUSE BUTE TAUPE (BENJAMIN MOORE VC-13)
- INFILL HOUSE KENNEBUNKPORT GREEN (BENJAMIN MOORE HC-1)
- INFILL HOUSE FASCIA AND TRIM IVORY (BENJAMIN MOORE CC-20)
- DARK GREY OR BLACK ASPHALT SHINGLES



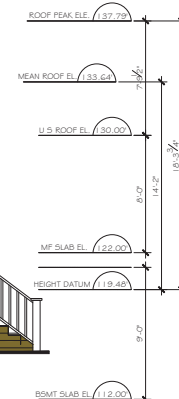
REAR (WEST) ELEVATION
SCALE: 1/4" = 1'-0" FACING PROPOSED INFILL RIGHT ELEVATION

NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING



LEFT (SOUTH) ELEVATION
SCALE: 1/4" = 1'-0" FACING LANE

NOTES:
- NEW WOOD SIDING IN AREAS THAT REQUIRES REPLACEMENT.
- NEW WOOD WINDOWS.
- NEW WOOD DOOR FOLLOW EXISTING DOOR STYLE.
- NO SOFFIT LIGHTING



PROPOSED HRA for HERITAGE HOUSE on 441 FADER ST. AND INFILL HOUSE on 247 MAJOR ST. FOR TOMAS MALAPITAN on CITY OF NEW WESTMINSTER, B.C.

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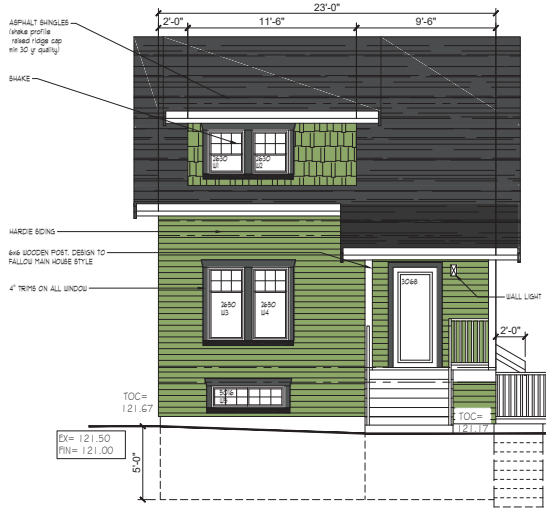
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REV: APRIL 11, 2022 REV: JUNE 27, 2023
REV: MAY 10, 2022

PLAN: 23-0-6-21
DRAWN: JL

9

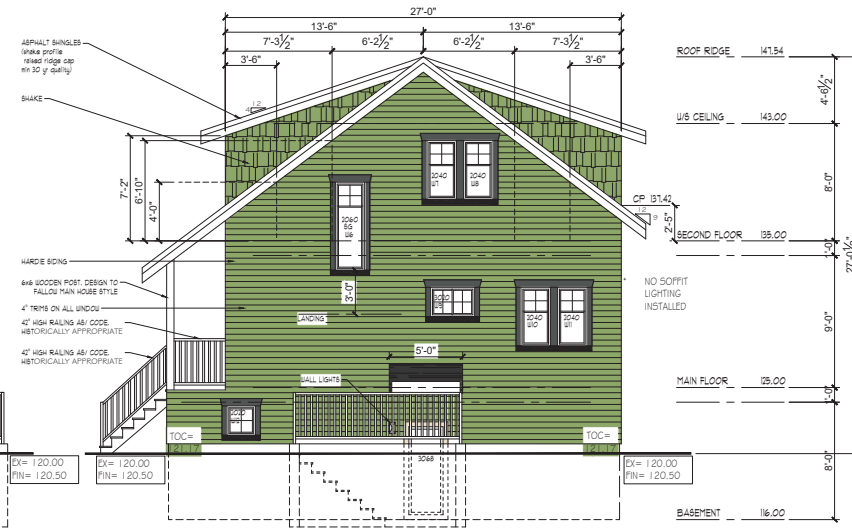
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PROPOSED INFILL HOUSE ELEVATIONS



FRONT (SOUTH) ELEVATION

SCALE: 1/4" = 1' - 0"
 PROPOSED GLAZED
 FACING MAJOR STREET OPENINGS: 61.50 SF



RIGHT (EAST) ELEVATION

SCALE: 1/4" = 1' - 0"
 FACING REAR ELEVATION OF EXISTING HOUSE

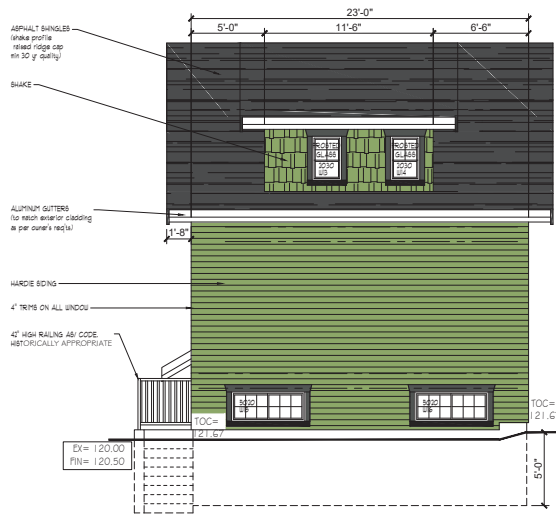
TOTAL WALL AREA:	605.00 SF
LIMITING DISTANCE:	12.45'
UNPROTECTED OPENINGS PERMITTED: (25.0% GLAZING)	156.42 SF
UNPROTECTED OPENINGS PROPOSED:	74.00 SF

COLOUR SCHEME

- HERITAGE HOUSE BUTE TAUPE (BENJAMIN MOORE VC-13)
- HERITAGE HOUSE FASCIA AND TRIM OXFORD IVORY (BENJAMIN MOORE VC-1)
- WINDOW SASHES GLOSSY BLACK (BENJAMIN MOORE VC-35)
- DARK GREY OR BLACK ASPHALT SHINGLES

COLOUR SCHEME

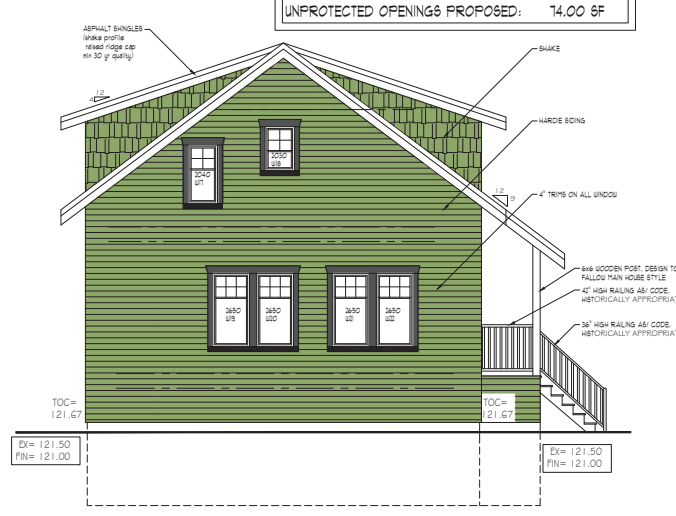
- HERITAGE HOUSE BUTE TAUPE (BENJAMIN MOORE VC-13)
- INFILL HOUSE KENNEBUNKPORT GREEN (BENJAMIN MOORE HC-123)
- INFILL HOUSE FASCIA AND TRIM IVORY (BENJAMIN MOORE 2132-10)
- DARK GREY OR BLACK ASPHALT SHINGLES



REAR (NORTH) ELEVATION

SCALE: 1/4" = 1' - 0"
 FACING LOT 21

TOTAL WALL AREA:	424.00 SF
LIMITING DISTANCE:	4.66'
UNPROTECTED OPENINGS PERMITTED: (1.18% GLAZING)	32.98 SF
UNPROTECTED OPENINGS PROPOSED:	32.00 SF



LEFT (WEST) ELEVATION

SCALE: 1/4" = 1' - 0"
 FACING LANE

TOTAL WALL AREA:	605.00 SF
LIMITING DISTANCE:	28.02'
UNPROTECTED OPENINGS PERMITTED: (100% GLAZING)	605.00 SF
UNPROTECTED OPENINGS PROPOSED:	64.00 SF

PROPOSED HRA for HERITAGE HOUSE on 441 FADER ST. AND INFILL HOUSE on 247 MAJOR ST. FOR TOMAS MALAPITAN on CITY OF NEW WESTMINSTER, B.C.

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 DATE: OCTOBER 25, 2021
 REV. APRIL 11, 2022
 REV. MAY 10, 2022

PLN: 23-0-6-21
 DRN: J.A.

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APPENDIX 7

VARIATIONS TO ZONING BYLAW NO. 6680, 2001

	Permitted/Required under Single Detached Dwelling District (RS-1)	Proposed
Minimum Lot Size <i>(existing)</i>	6,000 square feet (557 square metres)	5,106 square feet (474.5 square metres)
Number of Dwelling Unit/Tenure	One single detached dwelling (SDD) with a secondary suite and a detached accessory dwelling unit	Two stratified single detached dwellings (SDD) and one secondary suite
Maximum Floor Space Ratio	0.5	0.662
Minimum Parking Space Length	17.39 ft. (5.3 m.)	15 ft. (4.6 m.)
Maximum Floor Space for New Infill Building	510.6 sq. ft. (47.4 sq. m.)	1,970 sq. ft. (183 sq. m.)
Maximum Floor Space Ratio for New Infill Building	0.1	0.386
Maximum Number of Units in New Infill Building	1	2
Rear Lane Setback (west) to New Infill Building	22.6 ft. (6.9 m.)	21 ft. (6.4 m.)

** Should Step Code 3, 4 or 5 of the Energy Step Code be met, the maximum space ratio can be increased as outlined in Section 310.11.1 of Zoning Bylaw No. 6680, 2001*