

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER
HERITAGE REVITALIZATION AGREEMENT (318 Sixth Avenue)
BYLAW NO. 8509, 2025**

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

WHEREAS the City of New Westminster and the Owners of the property located at 318 Sixth Avenue in New Westminster wish to enter into a Heritage Revitalization Agreement in respect of the property;

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

Citation

1. This Bylaw may be cited as "Heritage Revitalization Agreement (318 Sixth Avenue) Bylaw No. 8509, 2025".

Heritage Revitalization Agreement

2. The City of New Westminster enters into a Heritage Revitalization Agreement with the registered Owners of the property located at 318 Sixth Avenue legally described as PID: 008-163-308; LOT 2 OF LOT 4 SUBURBAN BLOCK 10 PLAN 2620.
3. The Mayor and Corporate Officer are authorized on behalf of the City of New Westminster Council to sign and seal the Heritage Revitalization Agreement attached to and forming part of this Bylaw as Schedule "A".

GIVEN FIRST READING this 5th day of May, 2025.

GIVEN SECOND READING this 5th day of May, 2025.

PUBLIC HEARING held this 26th day of May, 2025.

GIVEN THIRD READING this 26th day of May, 2025.

ADOPTED this _____ day of _____, 2025.

MAYOR PATRICK JOHNSTONE

HANIEH BERG, CORPORATE OFFICER

SCHEDULE "A"

HERITAGE REVITALIZATION AGREEMENT (318 Sixth Avenue)

THIS AGREEMENT dated for reference the February 21, 2025

BETWEEN:

**PERRY JOSEPH ROUSSY,
CAROLINE JANET ROUSSY,**

318 Sixth Avenue, New Westminster, BC
V3L 1T8

(together, the "Owners")

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER,

City Hall, 511 Royal Avenue, New Westminster, BC
V3L 1H9

(the "City")

WHEREAS:

- A. The Owners are the registered Owners in fee simple of the land and all improvements located at 318 Sixth Avenue legally described as PID: 008-163-308; LOT 2 OF LOT 4 SUBURBAN BLOCK 10 PLAN 2620 (the "Land");
- B. There is one principal building situated on the Land, known as the Knott House (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan") labelled as "318 Sixth Avenue Heritage House";
- C. The City and the Owners agree that the Heritage Building has heritage value and should be conserved;
- D. The Owners wish to make certain alterations to restore and rehabilitate the Heritage Building (the "Work");
- E. The Owners intend to apply to the City's Approving Officer for approval to file a subdivision plan (the "Subdivision Plan") in the Land Title Office in order to subdivide the Land into two separate parcels, generally as shown on the Site Plan;
- F. If the proposed subdivision of the Land is approved by the City's Approving Officer, the Owners wish to construct a new residential building with secondary suite (the "New Infill House") on that portion of the Land labeled on the Site Plan as "318 Sixth Avenue New Infill House";

- 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 Owners 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 Owners 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 Owners and the City each covenant with the other pursuant to Section 610 of the *Local Government Act* as follows:

Conservation of Heritage Building

1. Upon execution of this Agreement, the Owners shall promptly commence the Work in accordance with the Heritage Conservation Plan prepared by Katie Cummer CAHP, of Cummer Heritage Consulting dated March 2025, a copy of which is attached hereto as Appendix 2 (the "Conservation Plan"), and the design plans and specifications prepared by D3 Design, dated March 3, 2025, a copy of which is attached hereto as Appendix 5 (the "Approved Plans"), copies of which plans and specifications are on file at the New Westminster City Hall.
2. Prior to commencement of the Work, the Owners shall obtain from the City all necessary permits and licenses, including but not necessarily limited to heritage alteration permits, building permits, and tree permits.
3. The Owners shall obtain written approval from the City's Director of 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.
4. The Owners agree 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 Owners wish to undertake is not in accordance with the Conservation Plan or the Approved Plans.
5. The Work shall be done at the Owners' sole expense in accordance with generally accepted engineering, architectural, and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of Appendix 2, the parties agree that the conflict or ambiguity shall be resolved in accordance with the "Standards and Guidelines for the Conservation of Historic Places in Canada", 2nd edition, published by Parks Canada in 2010.

6. The Owners shall, at the Owners' 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.
7. The Owners shall, at the Owners' 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 8 of this Agreement, below.

Role of Registered Professional

8. 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 Owners, provide to the City an executed and sealed Confirmation of Commitment in the form attached as Appendix 3 and, if the Registered Professional is a member of the Canadian Association of Heritage Professionals, the Registered Professional shall provide evidence of their membership and specialization when submitting such executed Confirmation of Commitment;
 - (b) conduct field reviews of the Work with the aim of ensuring compliance of the Work with the Conservation Plan in Appendix 2;
 - (c) provide regular reports to the City's 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 4; and
 - (e) notify the City within one business day if the Registered Professional's engagement by the Owners is terminated for any reason.

Heritage Designation

9. The Owners irrevocably agree 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 Owners in any form for any reduction in the market value of the Lands or the Heritage Building that may result from the designation.

Ongoing Maintenance

10. Following completion of the Work, the Owners shall maintain the Heritage Building in good repair in accordance with the Conservation Plan in Appendix 2 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 Owners shall continue to maintain the building to the standards that applied under Bylaw No. 7971 immediately prior to its repeal.

11. Following completion of the Work in accordance with this Agreement, the Owners 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.

Damage to or Destruction of Heritage Building

12. If the Heritage Building is damaged, the Owners 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.
13. If, in the opinion of the City, the Heritage Building is completely destroyed, the Owners shall construct a replica, using contemporary material if necessary, of the Heritage Building that complies in all respects with the Conservation Plan in Appendix 2, the Approved Plans in Appendix 5, 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.
14. The Owners shall use best efforts to commence and complete any repairs to the Heritage Building, or the construction of any replica building, with reasonable dispatch.

Construction of the New Infill House

15. The Owners shall construct the New Infill House in strict accordance with the Site Plan and the Approved Plans prepared by D3 Design, dated March 3, 2025, a copy of which is attached hereto as Appendix 5, copies of which plans and specifications are on file at the New Westminster City Hall.
16. Prior to commencement of construction of the New Infill House, the Owners shall obtain from the City all necessary approvals, permits, and licenses, including but not necessarily limited to a heritage alteration permit, building permit, and tree permit and approval of the City's Approving Officer to file the Subdivision Plan in the Land Title Office.
17. The Owners shall obtain written approval from the City's Director of Planning and Development for any changes to the New Infill House, and obtain any amended permits that may be required for such changes to the New Infill House , as required by the City.
18. The Owners agree 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 House if the work that the Owners wishes to undertake is not in accordance with the Approved Plans.

19. The construction of the New Infill House shall be done at the Owners' sole expense and in accordance with generally accepted engineering and architectural practices.

Timing and Phasing

20. The Owners shall commence and complete all actions required for the completion of the Work, as set out in the Conservation Plan in Appendix 2, within three years following the date of adoption of the Bylaw authorizing this Agreement.
21. The Owners shall not construct the New Infill House on the Land, other than up to and including framing, until the Owners have completed the Work in respect of the Heritage Building to the satisfaction of the City's Director of Planning and Development, provided the Certification of Compliance described in section 8(d) above, and approval of the City's Approving Officer has been provided to file the Subdivision Plan in the Land Title Office.
22. 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 House if the Owners have not completed the Work in respect of the Heritage Building, to the satisfaction of the City's Director Planning and Development.
23. The Owners shall complete all actions required for the completion of the New Infill House, as set out in Approved Plans in Appendix 5, within five years following the date on which the Owners deposits the Subdivision Plan in the Land Title Office.

Subdivision

24. The Owners shall, concurrently with the deposit of the Subdivision Plan, deposit in the Land Title Office a covenant under s.219 of the Land Title Act in favour of the City, in the form attached as Appendix 6, by which the Owners covenant and agree not to transfer separately the parcels created by the Subdivision Plan until the Owners have complied with the requirements of this Agreement for the preservation and restoration of the Heritage Building.
25. The City shall execute and deliver to the Owners a discharge of the covenant described in section 24 above on the request of the Owners, if the Owners has complied with the requirements of this Agreement for the preservation and restoration of the Heritage Building.
26. Nothing in this Agreement commits the Approving Officer to approve the proposed subdivision of the Land.

Inspection

27. Upon request by the City, the Owners shall advise or cause the Registered Professional to advise, the City's Planning and Development Department, of the status of the Work.

28. For the duration of the Work and the construction of the New Infill House 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 Owners are fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owners.
29. The Owners will not request the Framing Inspection and the City will not conduct the Framing Inspection until the Owners have completed the Work in respect of the Heritage Building to the satisfaction of the City's Director of Planning and Development, provided the Certification of Compliance described in section 8(d) above, and approval of the City's Approving Officer has been provided to file the Subdivision Plan in the Land Title Office.
30. The Owners agree 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 House if the Owners have not completed the Work with respect to the Heritage Building or construction of the New Infill House to the satisfaction of the City's Director of Planning and Development.

Conformity with City Bylaws

31. The City of New Westminster Zoning Bylaw No. 6680, 2001, is varied and supplemented in its application to the Land in the manner and to the extent provided and attached as Appendix 7.
32. The Owners acknowledge and agree 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 House, must comply with all applicable bylaws of the City.

No Application to Building Interiors

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

Enforcement of Agreement

34. The Owners acknowledge 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 House in contravention of this Agreement, punishable by a fine of up to \$50,000.00 or imprisonment for a term of up to 2 years, or both.

35. The Owners acknowledge 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 Owners pursuant to this Agreement and Section 617 of the *Local Government Act*, punishable in the manner described in the preceding section.
36. The Owners acknowledge that, if the Owners alter the Land, the Heritage Building or the New Infill House in contravention of this Agreement, the City may apply to the British Columbia Supreme Court for:
- (a) an order that the Owners restore the Land or the Heritage Building or the New Infill House, or all, to their condition before the contravention;
 - (b) an order that the Owners undertake compensatory conservation work on the Land, the Heritage Building, or the New Infill House;
 - (c) an order requiring the Owners 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 Owners.
37. The Owners acknowledge 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 Owners' 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 Owners have provided to the City to guarantee the performance of the terms, requirements or conditions of the permit, or both.
38. The Owners acknowledge 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.
39. The City may notify the Owners in writing of any alleged breach of this Agreement and the Owners shall have the time specified in the notice to remedy the breach. In the event that the Owners fails to remedy the breach within the time specified, the City may enforce this Agreement by:
- (a) seeking an order for specific performance of the Agreement;
 - (b) any other means specified in this Agreement; or
 - (c) any means specified in the *Community Charter* or the *Local Government Act*,
- and the City's resort to any remedy for a breach of this Agreement does not limit its right to resort to any other remedy available at law or in equity.

Statutory Authority Retained

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

Indemnity

41. The Owners hereby release, indemnify and save 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 Owners of any term or provision of this Agreement, or by reason of any work or action of the Owners in performance of its obligations under this Agreement or by reason of any wrongful act or omission, default, or negligence of the Owners.
42. In no case shall the City be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owners 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 Owners 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 Owners with the restrictions or requirements in this Agreement or with any other term, condition, or provision of this Agreement.

No Waiver

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

Interpretation

44. In this Agreement, "Owners" shall mean all registered Owners of the Land or subsequent registered Owners of the Land, as the context requires or permits.

CAROLINE JANET ROUSSY

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

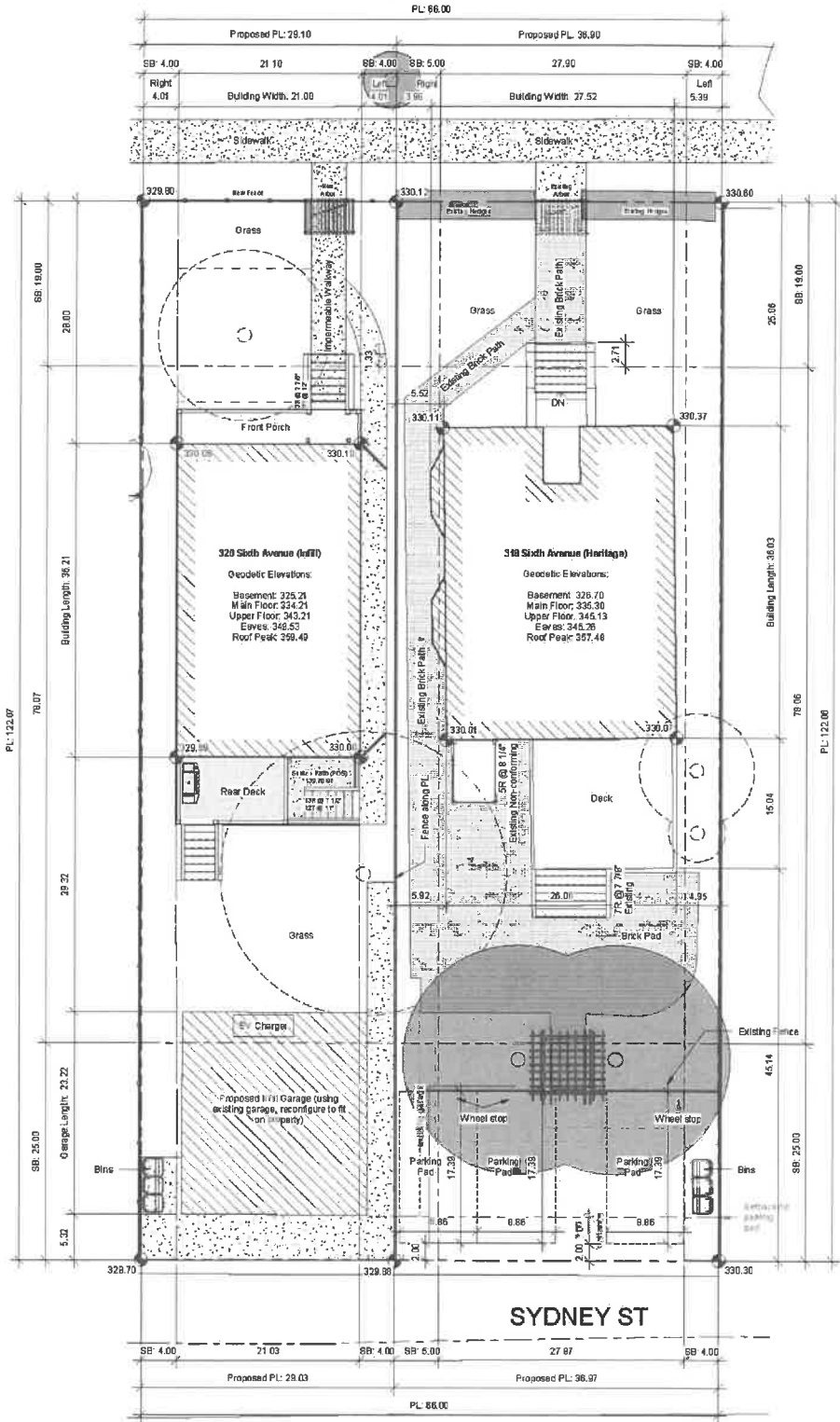
Mayor Patrick Johnstone

Hanieh Berg, Corporate Officer

APPENDIX 1

SITE PLAN

SIXTH AVE



APPENDIX 2
CONSERVATION PLAN



HERITAGE CONSERVATION PLAN

KNOTT HOUSE

318 SIXTH AVENUE, NEW WESTMINSTER

MARCH 20, 2025



CUMMER HERITAGE CONSULTING



KATIE CUMMER, PHD CAHP

CONTENTS

Introduction	1
Historical Context	2
Statement of Significance	6
<i>Description of Historic Place</i>	6
<i>Heritage Value of Historic Place</i>	6
<i>Character Defining Elements</i>	7
Research Findings	8
Archival Photographs	11
Current Photographs.	13
Change Over Time	15
Conservation Objectives	17
Proposed Alterations	18
Condition Assessment	24
<i>Structure and Foundations</i>	24
<i>Wood Elements</i>	24
<i>Cladding and Trimwork</i>	24
<i>Finishes</i>	24
<i>Roofing and Waterworks</i>	25
<i>Chimney</i>	25
<i>Windows and Doors</i>	26
<i>Landscaping</i>	27
Recommended Conservation Procedures . . .	28
Maintenance Plan	30
References.	32

INTRODUCTION



Fig. 1: Aerial view of 318 Sixth Avenue, with its current approximate lot outlined in red. (Source: Google, 2021)

The subject house, Knott House, is a one and a half storey wood-frame cottage with concrete foundation located at 318 Sixth Avenue (Figs. 1 and 2). It is located in the northwest corner of the Queen's Park neighbourhood in New Westminster and is being proposed for subdivision as part of a Heritage Revitalization Agreement (HRA).

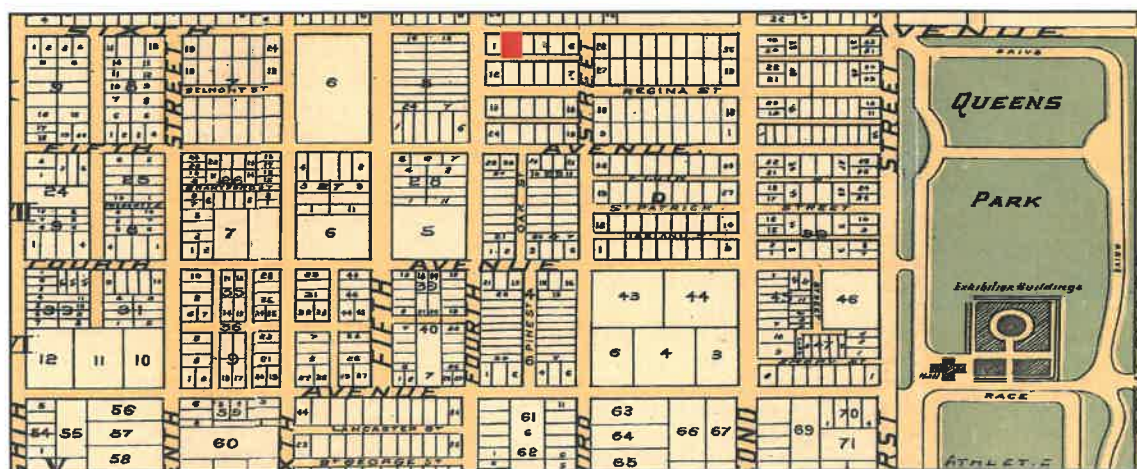


Fig. 2: Map of the area surrounding 318 Sixth Avenue, outlined in blue. (Source: City of New Westminster Map Viewer, CityViews, 2021)

HISTORICAL CONTEXT

Situated on the land of the Qayqayt First Nation and the Coast Salish people, the colonial history of New Westminster dates back to 1859, when the British Royal Engineers surveyed the area that was to be the new colonial capital of the crown colony of British Columbia (Hainsworth and Freund-Hainsworth 2005, pp. 18-19). They overlaid a grid pattern on the natural topography of the area, parallel to the Fraser River (Mather and McDonald 1958, p. 22). The

design, still present today, had the streets running up the hill, perpendicular to the river, and the avenues across the area, parallel to the river (Figs. 3 to 5). The head engineer, Colonel Richard Moody, envisioned a formally planned "Garden City" with prominent public parks and elegant wide avenues (Wolf 2005, pp. 18-20). These well-landscaped wide avenues are clearly visible in the 1928 aerial photograph of the area (Fig. 6).



Figs. 3a and 3b:
Fig. 3a (top) shows the wider context of the City of New Westminster, 1892. Note the grid pattern of the streets and avenues. The neighbourhood of 318 Sixth Avenue is outlined in red and shown in detail in Fig. 3b (below). The lot of 318 Sixth Avenue is identified in red. (Source: City of Vancouver Archives, AM1594 - MAP 617)

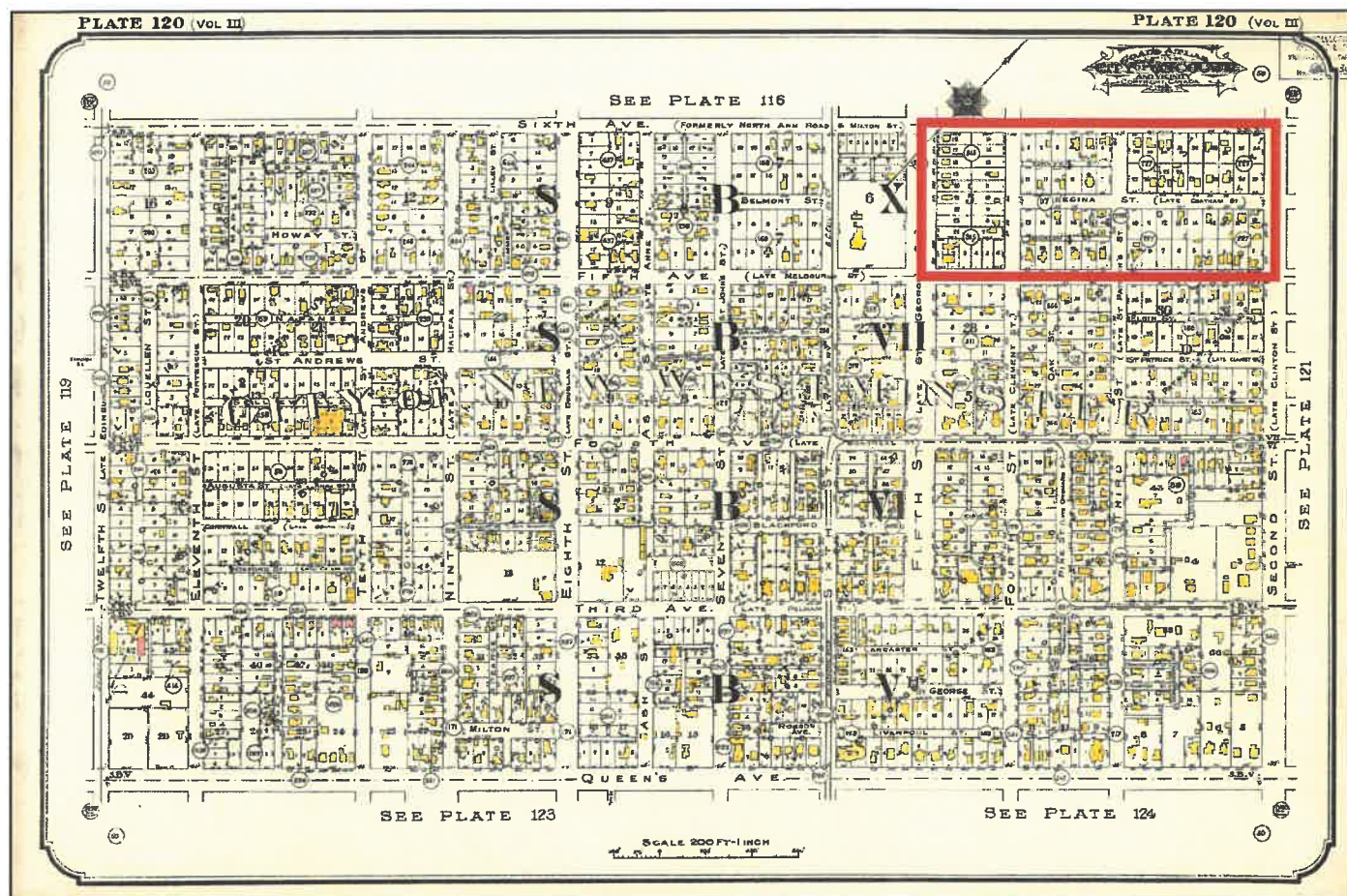


Fig. 4a: Fire Insurance Map of New Westminster, 1913. The surrounding neighbourhood of 318 Sixth Avenue is outlined in red. (Source: City of Vancouver Archives, 1972-472.07, Plate 120)

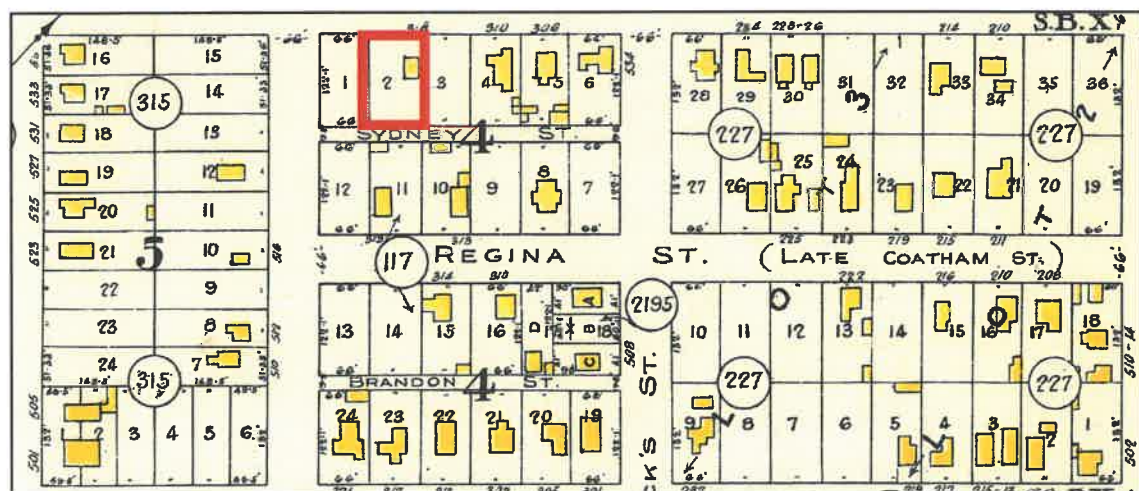


Fig. 4b: Closer view of the 1913 Fire Insurance Map of New Westminster. The lot of 318 Sixth Avenue is outlined in red, where the structure is already built and visible along the northeastern edge of its lot. (Source: City of Vancouver Archives, 1972-472.07, Plate 120)

"The Royal Engineers marked out the area now known as Queen's Park including road allowances for wide streets and landscaped boulevards, land reserves, and squares in 1859. The next year the Royal Engineers surveyed 75.5 acres for what became Queen's Park itself. The area very soon began to attract merchants and entrepreneurs seeking a prestigious location away from the noise and pollution of the downtown and river front." (DCD et al. 2009, p. 41). Shortly thereafter, New Westminster experienced two major building booms. The first beginning in the 1880s with

the extension of the Canadian Pacific Railway line and the second in the 1900s, following the destructive fire of 1898 that destroyed much of Downtown (Mather and McDonald 1958). At the beginning of the 20th century, Queen's Park "was filled up as an elite residential neighbourhood. In 1906 Queen's Park acquired paved street and concrete sidewalks, in 1912 a sewer system, and a year later street curbs, making it the first fully serviced neighbourhood in New Westminster" (DCD et al. 2009, p. 42).

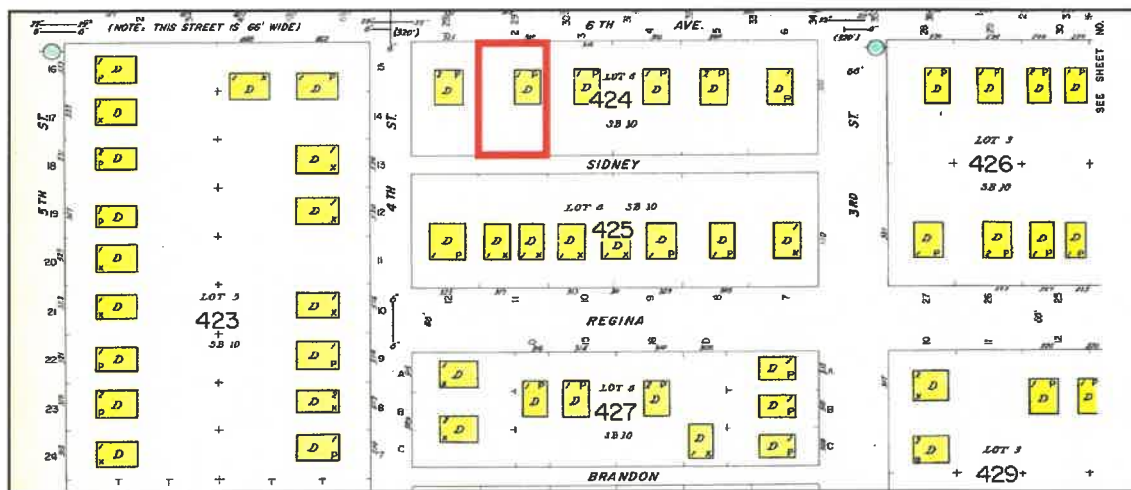


Fig. 5: Fire Insurance Map of New Westminster, 1957. The lot of 318 Sixth Avenue is outlined in red. Note the additional development in the area by this time. (Source: City of New Westminster Archives 1957, sheet 42)



Fig. 6: Section from a Royal Canadian Air Force aerial photograph of New Westminster, 1928, with the approximate lot of 318 Sixth Avenue outlined in red. (Source: Library & Archives Canada, AA287_058)

The subject property at 318 Sixth Avenue is located in the northwest quadrant of this “elite residential neighbourhood” known as Queen’s Park. Interestingly, it was finished the same year (1912) as the aforementioned neighbourhood services were introduced and was part of the numerous early 20th century constructions built in the area, as is distinctly visible in the 1913 Fire Insurance Map (Figs. 4a and 4b above). It is worth comparing this to the 1957 Fire Insurance Map (Fig. 5 above), which shows how the surrounding neighbourhood continued to develop and evolve through the 20th century.

318 Sixth Avenue was recognized in the 1980s as having heritage significance and added to the City of New Westminster’s Heritage Resource Inventory, being photographed and described as follows (Fig. 7). These elements have persisted and directly influence the site’s Statement of Significance, outlined in the following section.



Mrs. Emma Knott House
318 Sixth Avenue
1912; A.F. Gustafson, builder
Prairie Box Style Cottage--- Modern Period

318 Sixth Avenue was built by A.F. Gustafson in 1912 for Mrs. Emma Knott, an artist. It is a small cottage which takes its dominant design element, the hipped roof with slightly flared eaves, from the Prairie style.

Fig. 7: Heritage inventory photograph and description of 318 Sixth Avenue. (Source: Sleath 1989, p. 57)

STATEMENT OF SIGNIFICANCE

The following is the Statement of Significance of Knott House at 318 Sixth Avenue.

DESCRIPTION OF HISTORIC PLACE

This historic place, Knott House, is a one and a half storey, wood-frame cottage, with concrete foundation and shingle siding throughout. It has a hipped roof featuring a centered dormer at the front and back with a subtle bell-cast flare to its eaves. Along the roofline above its front entry, it has decorative detailing similar to those sometimes seen on the crests of a roofline. The front entry overhang roof is supported by two turned porch posts, partially rounded and partially squared, with simple decorative detailing on its upper portions. On its western side, it features two bay windows. The house sits on the northeastern edge of its lot in the Queen's Park neighbourhood.

HERITAGE VALUE OF HISTORIC PLACE

Knott House at 318 Sixth Avenue has heritage value for its aesthetic and historic significance, in particular for its age, its evolved architectural style and its association with local female artist, Emma Knott.

Built in 1912, this house is valued as a good example of a worker's style cottage house. Knott House is connected to the Edwardian-era building boom that took place in New Westminster in the early

20th century. This period saw substantial development in the Queen's Park neighbourhood, which resulted in additional amenities for the area with street paving, concrete sidewalks and a sewer system, which was introduced in the same year Knott House was built.

Similar to 1321 Nanaimo Street and other such cottage houses in New Westminster, Knott House, with its hipped-roof, centred dormers, bell-cast eaves and bay windows, is representative of a common design used for members of the working class. The local BC Mills, Timber and Trading Company supplied a prefabricated version of this design. Having been built for a single working woman, it is likely this was an economical design for her to have built by the local builder A.F. Gustafson.

The house has undergone alterations over the years, illustrating a change of tastes and needs of its occupants over time. The changes have been sensitive and respectful of the streetscape Knott House is situated in and, if anything, have added to its charm. Although still a simple cottage design, the alterations in 1990, added some decorative flare to the house, in particular changing the front stairs and adding the overhang with a decorated roofline to the front entryway, supported by turned posts. It is located in an area with a concentration of houses surviving from the early 20th century.

It is historically significant that the house's first and longest resident was Emma Knott, who lived in the house until her death in 1934 at the age of 86. For the period it was built in, it was rare for a single woman to have a house built for herself. She appears to have been a fairly successful artist, exhibiting her work "Apples Corn and Berries" in Vancouver as early as 1909 with the BC Society of Fine Arts' debut First Annual Exhibition at the Dominion Hall, as well as at the Exhibition of Pictures held by the Vancouver Studio Club and School of Art. There was a range of other residents in the house over time, including a number of other women (identified as widows), as well as numerous working-class individuals (such as a longshoreman, a labourer, a penitentiary guard, etc.), further illustrating the working-class connection of Knott House.

CHARACTER DEFINING ELEMENTS

Key elements that define the heritage character of Knott House at 318 Sixth Avenue include:

- Its **location** in the Queen's Park neighbourhood.
- Its **residential form, scale and massing** as expressed by its one and a half storey height.
- Its **hipped roof** with a subtle bell-cast flare to its eaves, featuring a centred dormer at both the front and back of the house.
- Its front overhang with **decorated roofline and porch posts**, partly rounded and partly squared with simple decorative bands carved in the upper portions.
- Its **minimal decoration** beyond the aforementioned roofline detailing and its porch posts.
- Its **use of wood** as its dominant material, including the shingle siding featured on all sides.
- Its red brick **chimney** in the centre of its roof.
- Its remaining original **wood windows**, including those with horns (one at the front, one on its eastern side and three on the western side in the rear bay window). There are seven original wood windows in total: two on the front, one on the east elevation, one at the back and three on the west elevation.

Neighbourhood: Queen's Park

Address & Postal Code: 318 Sixth Avenue & V3L 1T8

Folio & PID: 08501000 & 008-163-308

Legal Description: Lot 2; Suburban Block 10 of Lot 4; New West District; Plan NWP2620

Zoning: Single Detached/RS-4

Year of Construction: 1912

Water Connection Date: February 5, 1912

Builder: A.F. Gustafson

Original Owner: Miss Emma Knott

RESEARCH FINDINGS

The following tables are a consolidated summary of the residents of 318 Sixth Avenue, as determined from the available city directories for New Westminster, as well as a list of the construction dates of the surrounding properties (Tables 1 and 2), illustrating the range of ages to this section of the neighbourhood (visualized in Fig. 8).

In summary, there are 27 houses surrounding 318 Sixth Avenue along Sixth Avenue, Regina Street (with Sydney Street in the middle) and Fourth Street. As a point of reference, for understanding the surrounding neighbourhood and streetscape, their percentage time periods breakdown in the following chart. Note the range of years in the neighbourhood and the substantial concentration of houses from the early 20th century, including the captioned study site at 318 Sixth Avenue. In fact, 81% of the houses in this area are from the 1890s to the 1930s.

Year(s)	Name(s)	Occupation (if listed)
1912 - 1934	Miss Emma Knott	Artist
1935 - 1937	Charles Sharp (Alice T.)	Longshoreman
1938	Malcolm Ford (Emmeline)	Shpr, Mohawk Handle
1939	Mrs. A. Green	Widow
1940	John W. Fleming (Mabel A.)	Labourer, Timberland Lumber
1941 - 1942	Mrs. Florence Jennings	Widow
1943	Adam B. Carle (Mary)	Retired
1944 - 1955	David Richardson (Doris)	Guard, BC Penitentiary
1970	Mrs. H. Oxenbury	Not Listed
1979 - 1985	Edward Lemare/ Lemire	Not Listed
1992	Daniel Scholten	Not Listed
1997 - Today	Perry and Caroline Roussy	Unknown (current owners)

Table 1: Consolidated list of the occupants of 318 Sixth Avenue from the available city directories (Source: Vancouver Public Library, 1912 to 1955; and New Westminster Archives, 1970, 1979, 1985, 1992)

Address	Year Built	Configuration
520 Third St.	1941	5 Bedrooms, 3 Baths
530 Third St.	1929	5 Bedrooms, 2 Baths
305 Regina St.	1910	3 Bedrooms, 3 Baths
309 Regina St.	1936	2 Bedrooms, 1 Bath
311 Regina St.	1939	2 Bedrooms, 1 Bath
313 Regina St.	1939	4 Bedrooms, 2 Baths
317 Regina St.	1936	4 Bedrooms, 2 Baths
319 Regina St.	1893	4 Bedrooms, 3 Baths
323 Regina St.	1928	4 Bedrooms, 2 Baths
516 Fourth St.	1911	4 Bedrooms, 3 Baths
518 Fourth St.	1973	3 Bedrooms, 3 Baths
520 Fourth St.	1912	5 Bedrooms, 3 Baths
526 Fourth St.	1913	5 Bedrooms, 3 Baths
528 Fourth St.	2012	3 Bedrooms, 4 Baths
301 Sixth Ave.	1938	3 Bedrooms, 2 Baths
305 Sixth Ave.	1990	6 Bedrooms, 4 Baths
306 Sixth Ave.	1911	2 Bedrooms, 3 Baths
309 Sixth Ave.	1930	4 Bedrooms, 3 Baths
310 Sixth Ave.	1908	4 Bedrooms, 3 Baths
311 Sixth Ave.	1967	3 Bedrooms, 3 Baths
315 Sixth Ave.	1905	5 Bedrooms, 3 Baths
316 Sixth Ave.	1924	3 Bedrooms, 2 Baths
318 Sixth Ave.	1912	4 Bedrooms, 3 Baths
319 Sixth Ave.	1905	3 Bedrooms, 3 Baths
321 Sixth Ave.	1938	4 Bedrooms, 4 Baths
322 Sixth Ave.	1921	6 Bedrooms, 4 Baths
402 Sixth Ave.	1915	4 Bedrooms, 3 Baths

Table 2: Consolidated list of the construction dates for the properties surrounding 318 Sixth Avenue, New Westminster, BC. (Source: BC Assessment)

Decade	# of Houses
1890s	1
1900s	3
1910s	7
1920s	4
1930s	7
1940s	1
1950s	0
1960s	1
1970s	1
1980s	0
1990s	1
2000s	0
2010s	1

Table 2: Consolidated list of the construction dates for the properties surrounding 318 Sixth Avenue, New Westminster, BC. (Source: BC Assessment)

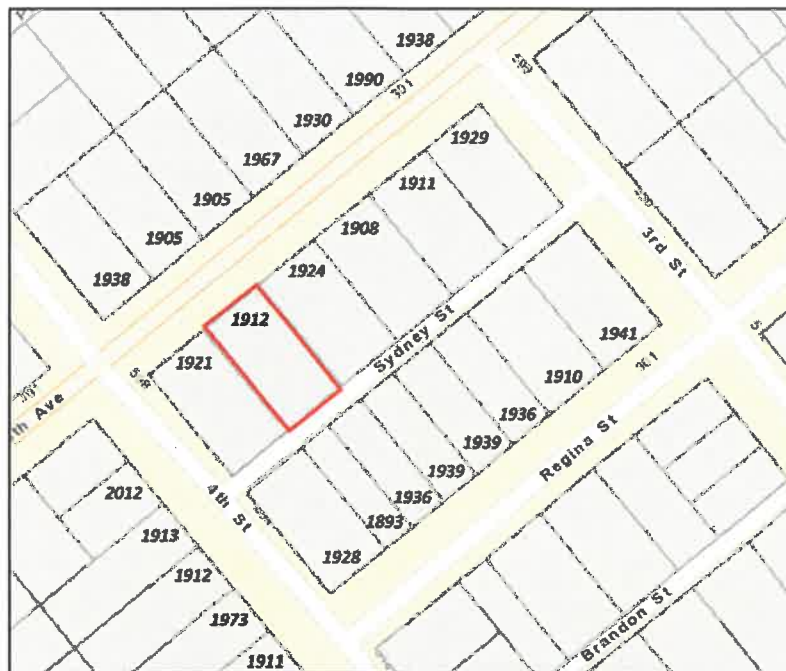


Fig. 8: Map of the area surrounding 318 Sixth Avenue, outlined in red, with the construction years listed for the buildings in the immediate vicinity of the study site. (Source: BC Assessment with author amendments)

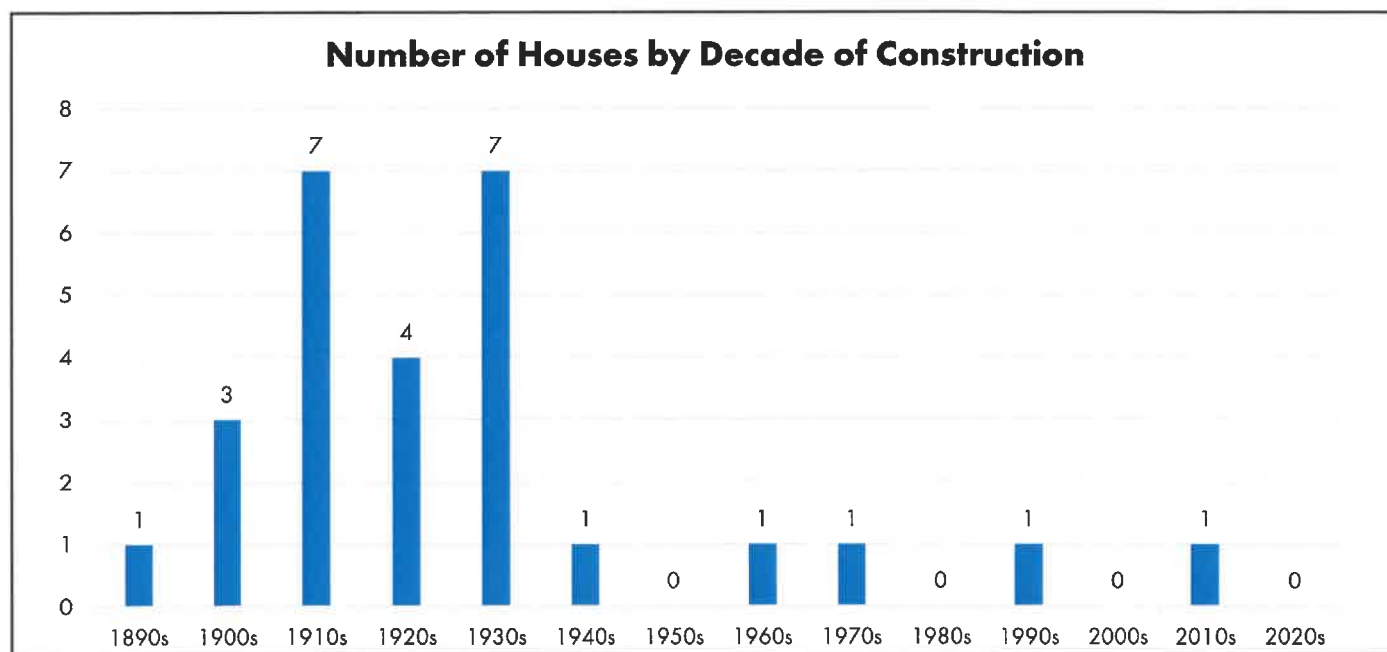


Chart 1: Number of Houses by Decade of Construction, in the surrounding environs of 318 Sixth Avenue.

ARCHIVAL PHOTOGRAPHS

Unfortunately, no historical photographs of the property were available from its early history. However, in addition to the accompanying photograph of the 1989 heritage inventory description (Fig. 7 above), which is hard to make out any details from, on account of its original lighting and loss of detail through photocopying and scanning, there is an image from 1982 (Fig. 9), which shows the look and

design of the building before the work was done on the property in 1990. A 1991 newspaper article has a drawing of the house and outlines some of the changes made to the property at that time (Fig. 10a). There is currently a plaque on the house that acknowledges and commemorates its original owner (Emma Knott) and builder (A.F. Gustafson) (Fig. 10b), also outlined in the 1991 article.



Fig. 9: Front view of 318 Sixth Avenue, c. 1982. (Source: New Westminister Archives, Item No. IHP 14563)



Fig. 10a and 10b: Left (Fig. 10a) is a 1991 newspaper article describing the work done on 318 Sixth Avenue. Right (Fig. 10b) shows the plaque currently on the house. (Sources: (left) NWHPs, May 26 1991 and (right) VanBrackel)

CURRENT PHOTOGRAPHS



Fig. 11a: Front view of 318 Sixth Avenue, 2021. (Source: VanBrackel)



Fig. 11b: Western side view of 318 Sixth Avenue, 2021. (Source: VanBrackel)



Fig. 11c: Back view of 318 Sixth Avenue, 2021. (Source: VanBrackel)

CHANGE OVER TIME



For record purposes, the work done on the house to date is catalogued and summarized here, based on the 1991 newspaper article (Fig. 10a above); information provided by the current owners, including a list of improvements given to them by a real estate agent when the house was for sale in 1997; and in comparing the 1982 inventory photograph to a current view of the property (Figs. 12a and 12b):

- In 1990, numerous windows were replaced, including the front and back dormer windows, the western bay window near the front and another western window near the rear of the house. All of these windows are dated 1990 (Fig. 13) and are entirely new (with new sashes, sills and frames).
- In 1991, exterior woodwork was redone, adding period trim, new tongue and groove soffits and fascia boards, replacing weathered cedar shingles and putting a new cedar roof on the house. The chimney was also rebuilt at this time and new gutters and pipes were added. A new front porch with turned posts and an antique weather-vane were also added. As was a back sundeck and stairs.

Figs. 12a and 12b: Fig. 12a (top) shows the front view of 318 Sixth Avenue in 1982 as a point of comparison for the middle image (Fig. 12b) showing the 2021 view. Note the various updates, including removing the window coverings, adding new windows at the lower level, a new front staircase and a new front entry overhang with the posts and roofline decorative detailing. (Sources: (top) New Westminster Archives, Item No. IHP 14563 and (middle) VanBrackel)

Fig. 13 (bottom): Photograph of one of the western, front bay window's spacer bars with the 1990 date stamp visible. (Source: Roussy)

- In 1991, numerous interior updates were also made (see Fig. 14 for the full list).

- In 1993, the garage currently on the site at the back of the lot (Figs. 15 and 16) was added and "built to match house style" (Cooke 1997).

- In 2004, the current owners replaced the basement with a new foundation and updated the house's plumbing, electrical, heating, sewer, drainage and water line. The house was temporarily lifted during the excavation, but returned to its original height on a new foundation. At this time, at the front of the house, the left-hand lower window (the only basement window at the time) was entirely replaced with a larger one to allow more light in and a new window was added to match this on the other side of the front stairs (see Figs. 12 above). Two additional basement windows were added to the east elevation and three to the west elevation, all entirely new and stamped 2004.

- In 2015, a new roof and gutters were installed.

- In 2022 the chimney had organic growth removed and a sealer applied to its bricks and mortar.

Interior 1992

- completely stripped to framing
- fireplace rebuilt
- new electrical
- new plumbing
- new floors in living, dining, hall & lower bedroom
- completely insulated and vapor barrier
- all new fir 8" base boards, base blocks, corner pegs and 4" or 6" door trim
- new fir doors throughout
- new faucets, sinks, tub restored with new faucets
- new ceramic tile shower & floors to ensuite bedroom
- new fir staircase Pine kitchen cabinets (new)
- Corian kitchen counters
- Mexican tile kitchen floor
- forced air heating refurbished
- new clothes washer & gas dryer
- closet organizers
- new fridge, dishwasher & garbage disposal



Fig. 14 (top): List of interior improvements. (Source: Heather Cooke 1997)

Fig. 15 (middle): Street view of the garage structure on site, built in 1993 to match the main house, particularly with its cedar shingles, colour palette and roofline. (Source: VanBrackel)

Fig. 16 (bottom): Side view of the garage structure on site, built in 1993 to match the main house. (Source: VanBrackel)

CONSERVATION OBJECTIVES

Knot House at 318 Sixth Avenue will be conserved as part of a Heritage Revitalization Agreement that divides its lot into two. **Preservation** is the main conservation objective for the building, with minor **Restoration** and **Rehabilitation** work being done as well. The conservation of Knott House is focused on the preservation of the heritage house, including its various character-defining elements; restoration of the front western bay window; and rehabilitation of a rear window to address setback requirements for the proposed subdivision. The surviving original, double hung horned wood windows will be preserved, while a later addition window will be closed in to meet fire code regulations with a new window added at the rear. The non-original bay window will be replaced to better match the look of the original. The following table summarizes the specific elements of Knott House to be preserved, restored and rehabilitated (Table 3).

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

Restoration: The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared 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 of an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

(Parks Canada 2010, p. 255)

Preserved	Restoration	Rehabilitated
Overall structure, including its form, scale and massing	Western elevation non-original bay window, near front, to be restored back to match the original look	Western elevation window near rear to be enclosed and western basement windows replaced
Hipped roof, including its dormers, its bell-cast flare roofline and its decorative detailing		New window to be installed at the back to provide additional lighting
Front porch posts		
Shingle siding		
Red brick chimney		
All remaining original wood windows, where possible		

Table 3: Consolidated lists of the elements of Knott House that are to be preserved, restored and rehabilitated.

PROPOSED ALTERATIONS

The proposed alteration to the property is dividing the lot into two and building another single-family dwelling on the new lot (Figs. 17 to 19), in exchange for conserving the heritage building (Figs. 20 to 23). The proposed changes are considered a reasonable intervention given generally accepted conservation standards and site conditions, in particular its large lot size and the positioning of the original house near the side lot line. These proposed changes do not affect the heritage values nor the character-defining elements of the building. The following is a technical evaluation of the proposed subdivision based on the *Standards and Guidelines for the Conservation of Historic Places in Canada* (Second Edition) (Parks Canada 2010).



Fig. 17: Angled view of the proposed subdivided lot of Knott House at 318 Sixth Avenue, 2025. (Source: D3 Dimension, Drafting and Design Inc.)



Fig. 18: Street view of the proposed subdivided lot of Knott House at 318 Sixth Avenue, showing an additional single-family dwelling next door, 2025. (Source: D3 Dimension, Drafting and Design Inc.)

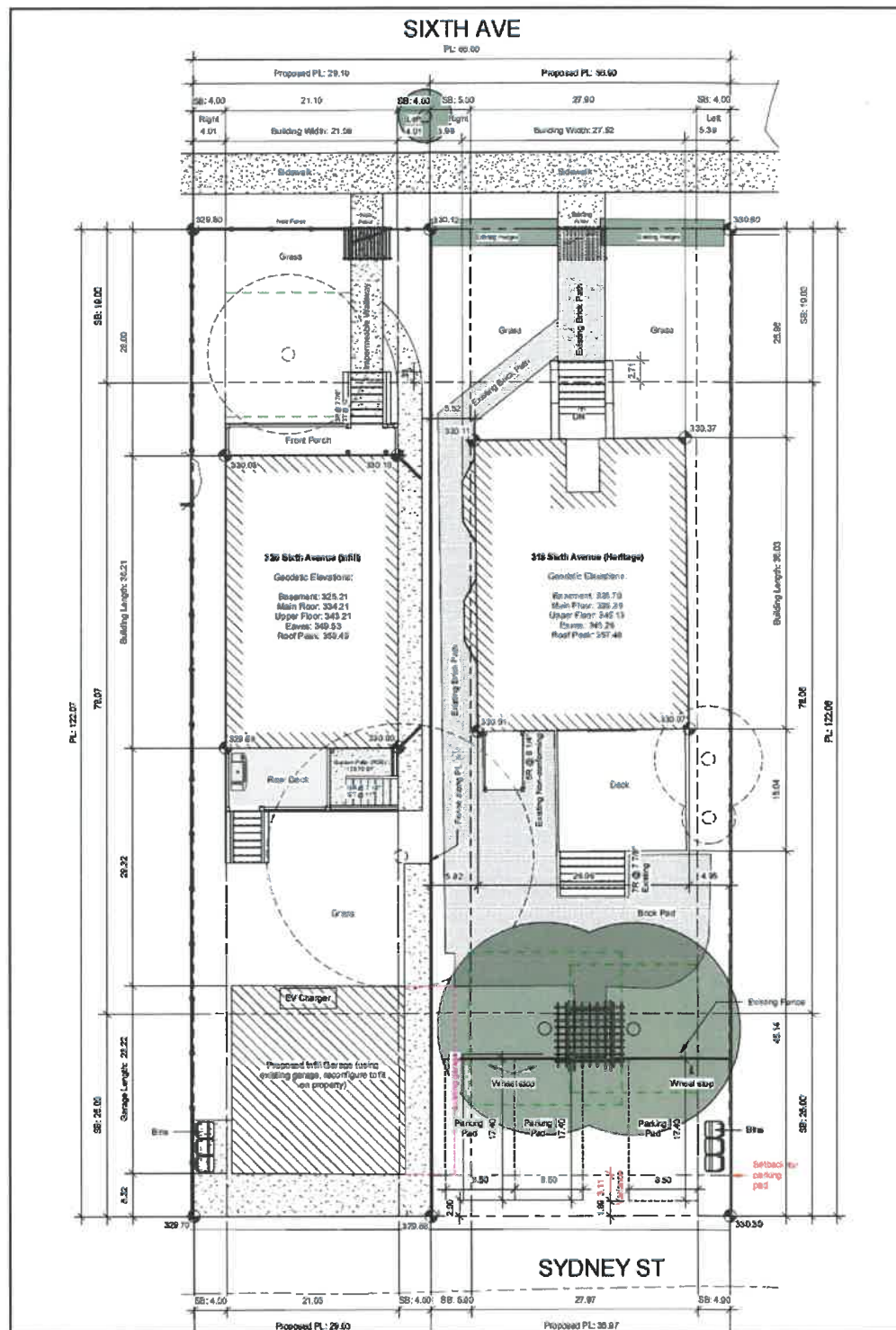


Fig. 19: Site plan of the proposed subdivision of the lot of Knott House, 318 Sixth Avenue, 2025. (Source: D3 Dimension, Drafting and Design Inc.)

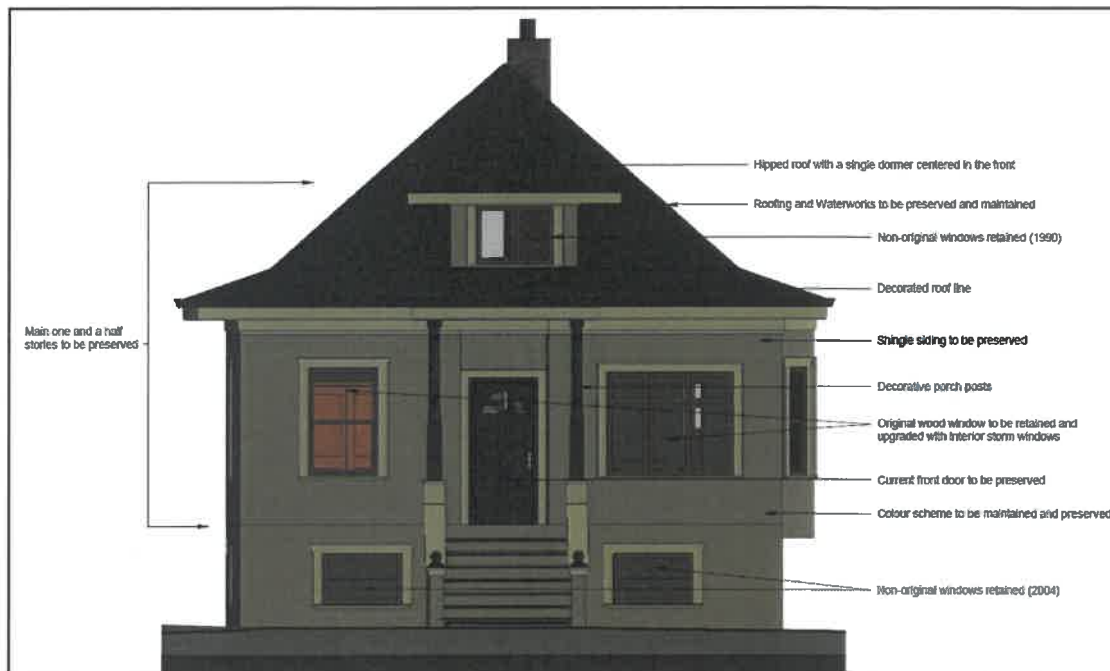


Fig. 20: Front elevation and Heritage Revitalization Agreement (HRA) notes for the front of Knott House at 318 Sixth Avenue, 2025. (Source: D3 Dimension, Drafting and Design Inc.)

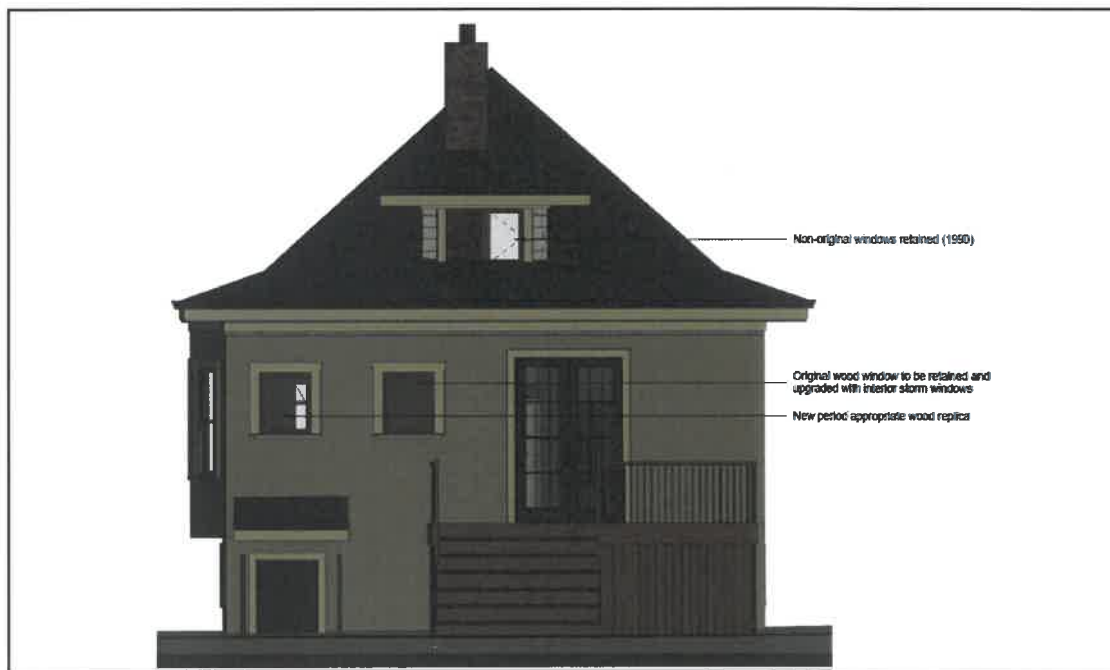


Fig. 21: Rear elevation and Heritage Revitalization Agreement (HRA) notes for the back of Knott House at 318 Sixth Avenue, 2025. (Source: D3 Dimension, Drafting and Design Inc.)

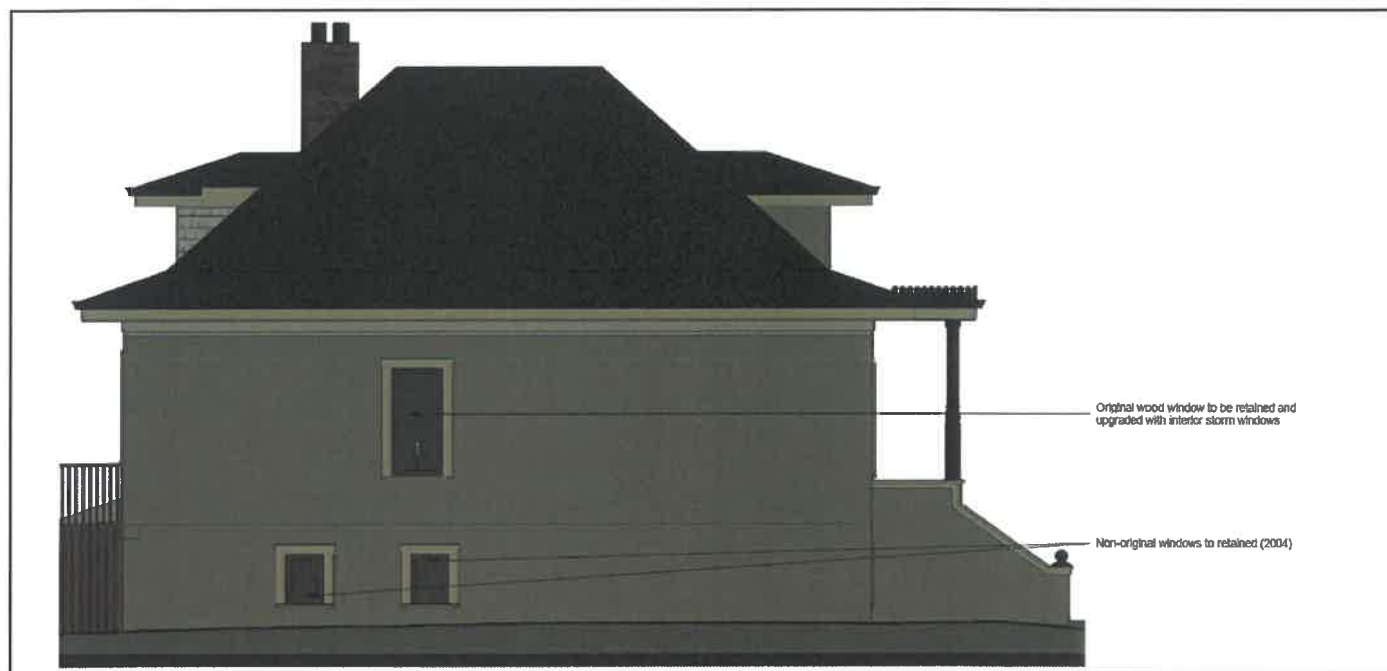


Fig. 22: Side elevation and Heritage Revitalization Agreement (HRA) notes for the eastern side of Knott House at 318 Sixth Avenue, 2025. (Source: D3 Dimension, Drafting and Design Inc.)



Fig. 23: Side elevation and Heritage Revitalization Agreement (HRA) notes for the western side of Knott House at 318 Sixth Avenue, 2025. (Source: D3 Dimension, Drafting and Design Inc.)

Knott House has heritage value for its aesthetic and historic significance, in particular for its age, its evolved architectural style and for its association with local female artist, Emma Knott, and local builder, Gustafson. Its character-defining elements (CDEs) include:

- Its location in the Queen's Park neighbourhood.
- Its residential form, scale and massing as expressed by its one and a half storey height.
- Its hipped roof with a subtle bell-cast flare to its eaves, featuring a centred dormer at both the front and back of the house.
- Its front overhang with decorated roofline and porch posts, partly rounded and partly squared with simple decorative bands carved in the upper portions.
- Its minimal decoration beyond the aforementioned roofline detailing and its porch posts.
- Its use of wood as its dominant material, including the shingle siding featured on all sides.
- Its red brick chimney in the centre of its roof.
- Its remaining original wood windows, including those with horns (one at the front, one on its eastern side and three on the western side in the rear bay window). There are seven original wood windows in total: two on the front, one on the east elevation, one at the back and three on the west elevation.

With the above in mind, the following table (Table 4) evaluates the proposed alterations to Knott House. From this, one can appreciate that what is being proposed clearly meets the *Standards and Guidelines for the Conservation of Historic Places in Canada* and is thus highly supportable from a heritage conservation perspective.

Table 4: Technical Evaluation of the proposed alterations to Knott House. Evaluative scale is as follows: 1 = Not at all achieved; 2 = Somewhat achieved; 3 = Entirely achieved

Evaluation Criteria	Evaluation Score and Notes	
Standard 1: Conserve the heritage value	3	Aesthetic and historical values conserved
Standard 1: Conserve the character-defining elements (CDEs) (eight in total)	3	8 out of 8 CDEs conserved
Standard 2: Conserve changes that have become CDEs	3	1990s alterations being conserved, now part of its heritage value and CDEs
Standard 3: Use minimal intervention	2.5	Light touch to the heritage building, beyond closing in western rear window and adding a new one at the back
Standard 4: Do not create false sense of historical development	3	Elements are not being added from elsewhere nor being combined that never coexisted
Standard 5: Find appropriate use	3	Continued residential use does not impact the CDEs
Standard 6: Protect and stabilize historic place	3	Property is in good and stable condition
Standard 7: Evaluate condition and use gentlest means possible	2.5	Gentle approach being used, overall, and heritage value is being respected
Standard 8: Maintain CDEs, replace in kind	3	Replacements based on surviving prototypes of original elements
Standard 9: Make any intervention visually compatible and identifiable	3	Restored windows will be visually compatible, but identifiable on close inspection with date stamp
Standard 10: If needed, replace CDEs matching forms, materials and details of sound versions	3	Window replacements based on surviving originals, for restoration efforts
Standard 11: Make new work physically and visually compatible with, subordinate to and distinguishable from the historic place	2.5	Materials and construction methods are well suited to the neighbourhood; new structure takes appropriate cues and is compatible in scale, materials and roof shape to the neighbourhood's traditional architectural character
Standard 12: Essential form and integrity will not be impaired if removed	3	If removed, essential form and integrity of the historic building will not be impaired, as the addition is a separate structure
Total (min. 12 / max. 36)	34.5/36	

The following is an additional assessment of the energy efficiency of this heritage building, based on the City of New Westminster's *Energy Retrofits for Heritage Homes Guide* (2024), with additional energy-related recommendations for the proposed work to be done on the property as part of this Heritage Revitalization Agreement. The following provides an overview of the building and its systems, as outlined in Step 1 of the Guide, the section titled "Know Your Building" (City of New Westminster 2024, p. 3).

Location and Orientation: 318 Sixth Avenue faces northwest, receiving most of its sun to the sides and rear. It is located one house in from the corner of Fourth Street and Sixth Avenue and is situated closer to its eastern neighbour.

Construction Method: 318 Sixth Avenue was built in 1912 and is a wood-frame structure, with numerous alterations over time (see pages 15 and 16 for the full list), including some updated windows to be double glazed (see pages 20 and 21).

Character-defining Elements: See page 7.

Current Systems: There are various systems used within the house. The basement has hot water in-floor

radiant heat. The main level has hot water radiators and one electric resistance heater. And, the top level also has one electric resistance heater.

Inherently Sustainable Features: There are numerous windows on the house, including five awning windows in the basement. The main level has five single sash and two casement windows. The top level has two casement dormer windows. All of the windows are in largely good condition. Otherwise, the attic has three static vents and one solar powered exhaust fan. Lastly, the property has two large south-facing red maple trees at the rear of the property that provide shade during the summer months.

Based on this, it is recommended that for the proposed window replacements, those selected will be historically appropriate while also being the most energy efficient option. The proposed storm windows are also intended to address the energy efficiency of the surviving original windows. In recognition of their embodied carbon, the window replacements have been kept to a minimum. The recommended on-going Maintenance for the property is also in recognition and in service of achieving greater energy efficiency for the heritage home (as outlined on page 9 of the 2024 Energy Guide).

CONDITION ASSESSMENT

This historic place, Knott House, is a one and a half storey, wood-frame cottage, with concrete foundation and shingle siding throughout. It has a hipped roof featuring a centered dormer at the front and back, with a subtle bell-cast flare to its eaves.

Overall, the exterior of Knott House at 318 Sixth Avenue appears to be in good to very good condition, based on the available exterior photographs. As outlined below, there are just a few areas in need of minor attention.

.....

STRUCTURE AND FOUNDATIONS

Overall, the condition of the walls and building envelope of Knott House, from roof to foundation, appears to be good, particularly having been put on a new foundation in 2004.

WOOD ELEMENTS

The visible, exterior wood elements, such as the doors, door frames, roof fascia and windows are, for the most part, in good condition. Please note an internal inspection was not conducted to inspect the internal timber elements.

CLADDING AND TRIMWORK

The siding and trims appear to be in good condition, with no major issues identified. These were replaced in 1990 and have clearly been well maintained over the years.

FINISHES

The finishes of the house are in good condition, having been well maintained over time with regular touching up and repainting.

ROOFING AND WATERWORKS

The roof is in very good condition (Fig. 24). It is difficult to determine the condition of the waterworks system from photographs, however, it is understood that these were replaced in 2015 and should therefore be in good working order. They should be checked regularly to ensure their continued efficient and effective functioning.



Fig. 24: Western side view of Knott House at 318 Sixth Avenue, 2021, illustrating the good condition of its roof. (Source: VanBrackel)

CHIMNEY

There is a chimney on the house, to the back in the middle of the roof (see Fig. 24 above), and it seems to be in largely good condition. There was organic growth and built up visible on the chimney in 2021, however, this has since been addressed. There are some signs of possible weathering (Figs. 25a and 25b), with loss of mortar in places. It is recommended that a chimney sweep check the chimney periodically and repair, as needed.



Figs. 25a and 25b: Left (Fig. 25a) shows the western side view of Knott House at 318 Sixth Avenue, 2023, illustrating the largely good condition of the chimney. Right (Fig. 25b) shows the back view of Knott House, again showing the largely good condition of the chimney. (Sources: Roussy)

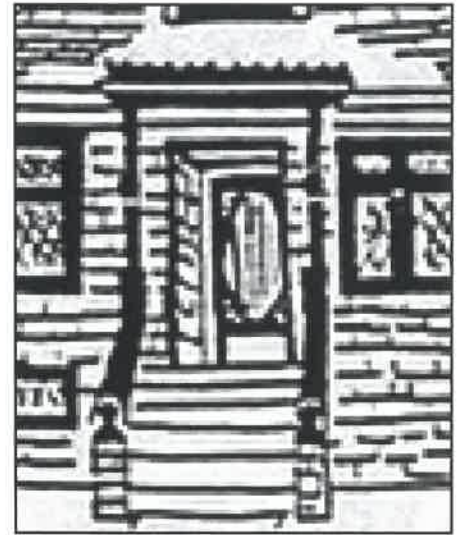
WINDOWS AND DOORS

Some of the windows of the house have already been replaced (either during the 1990 renovations or in 2004), however, seven are still original and, considering the age of the building, these intact windows are in good condition, particularly the horned wood windows (Figs. 26 and 27).

The front door of Knott House is also in good condition. Based on its design and the 1982 photograph, it is not original, but was likely part of the work done in 1990 (Figs. 28a, 28b and 28c).



Figs. 26 and 27: Fig. 26 (left) shows the front horned wood window of Knott House, 2021. Right (Fig. 27) shows the western side with three other original horned wood windows as part of the second bay window closer to the back of the house. Note the good condition of these windows. (Source: VanBrackel)



Figs. 28a, 28b and 28c: Fig. 28a (left) shows the 1982 view of the front door of Knott House at 318 Sixth Avenue, note the different design with additional glass panels. Fig. 28b (the middle) shows the current 2021 view and condition of the front door of Knott House, illustrating its good condition. Fig. 28c (right) shows a close-up view of the Knott House drawing from 1991, that shows a similar look and design to the current front door, particularly the oval detailing. (Sources: (left) NWA, Item No. IHP 14563; (middle) VanBrackel; and (right) NWHPs, May 26 1991)

LANDSCAPING

The landscaping on site is good, overall, with minimal landscaping growth near the structure, which helps to minimize the impact of roots on the building. The only major concern is with regards to moss growth in many areas of the various brick pavers on the property (Figs. 29 and 30).



Fig. 29: View of some of the brick pavers at the back of Knott House at 318 Sixth Avenue, 2021, illustrating the various areas of moss growth. (Source: VanBrackel)

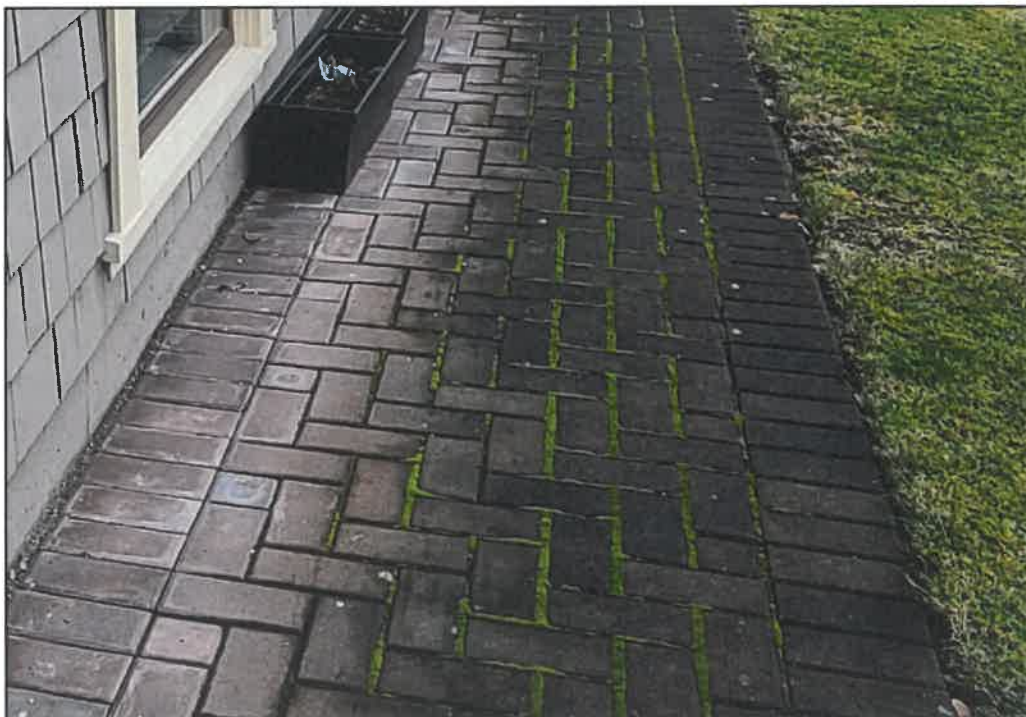


Fig. 30: View of some of the brick pavers along the western side of Knott House at 318 Sixth Avenue, 2021, illustrating additional areas of moss growth. (Source: VanBrackel)

RECOMMENDED CONSERVATION PROCEDURES

Structure and Foundations – Preservation

- The main one and a half storey structure will be **preserved**.

Wood Elements – Preservation

- As addressed in greater detail in the relevant sections below, the wood elements will be **preserved**.

Roofing and Waterworks – Preservation

- The roofing and waterworks should be **preserved**, and regularly monitored and maintained to ensure their ongoing good condition. Having been replaced in 2015, a full replacement of the roof shouldn't be required until sometime around 2035.

Chimney – Preservation and Restoration

- The chimney should be **preserved, and restored**, as needed. This should include regular monitoring and repointing by certified professionals, to avoid it needing to be rebuilt entirely down the road.
- Although not recommended, if, overtime, it does degrade to the point of needing rebuilding, it should be dismantled to the roofline, the bricks cleaned and then re-used to rebuild the chimney with its original bricks, as much as possible.

Windows and Doors – Preservation, Restoration and Rehabilitation

- The current front door should be **preserved**.
- All remaining original wood windows should be **preserved**. The original windows are all of those featuring the horns (one on the eastern elevation, one on the front and three on the western elevation). The three part window on the front and a single at the rear also appear to be original, without the telling 1990 or 2004 date stamp featured on the others.
- If there are concerns with regards to the performance of the original windows, an immediate measure to allow for better protection of them is to install storm windows on them (either exterior or interior ones). This would be the best conservation approach for their long-term preservation. This is a reversible measure that would immediately benefit the building, providing greater protection to the house and improving its performance in relation to temperature control, energy efficiency and from a noise perspective.
- It is understood that interior storms will be added to all of the surviving original wood windows.

- The proposed storms should be traditional wood storm windows: single pane, single light and of similar sash dimension to the window sash itself, to minimise the visual impact on the building. They should be low-e glass panes with sturdy frames (avoiding plastic glazing, magnetic tape or flexible frames) and should not interfere with the proposed sprinkler system. The windows and weep holes must be cleaned regularly and the glazing should be completely clear to ensure the historic glass remains visible and not muted.

- The non-original bay window on the western elevation will be **restored**, being replaced to better match the look of the original, to unify the fenestration of this elevation.

- The non-original window on the far right of the western elevation will be **rehabilitated**, being closed in and removed, due to setback requirements and fire code regulations with the proposed subdivision. A new window will be added at the rear to allow additional light in.

- The Heritage Consultant should be involved in discussions finalising the proposed window work.

Cladding and Trimwork – Preservation

- The shingle siding should be **preserved**.

- The trims should be **preserved**, with monitoring and maintenance overtime, as needed.

Finishes – Preservation

- The current finish is already from the Benjamin Moore's Historical True Colour palette, chosen with professional input from the Royal City Colours in New Westminster. The selected colours are VC-14 Dunbar Grey for the body; VC-5 Dunbar Buff for the trim; and VC-30 Hastings Red for the sash (VHF 2021). This colour scheme should be **preserved** and maintained.

- For any eventual re-painting, follow Master's Painters' Institute, Repainting Manual procedures, including removing loose paint down to next sound layer, clean surface with mild TSP solution with gentlest means possible and rinse with clean water; **do not use power-washing**.

Landscaping

- The moss growth on the pavers should be carefully cleaned.

- Any additional landscaping being put in should have a minimum 2-ft clearance between the vegetation and the building face. This is preferable to ensure there is sufficient space from the structure and to remove any threat to the foundation or the building's finishes over time.

MAINTENANCE PLAN

Following completion of the outlined conservation work, the owner must maintain the building and land in good repair and in accordance with generally accepted maintenance standards. All work should follow the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2nd Edition). The Local Government determines the acceptable level or condition to which the heritage building is maintained through the Heritage Maintenance Bylaw (CCNW 2018). As with the Heritage Conservation Plan, the maintenance standards apply only to the exterior of the building.

As general upkeep is frequently overlooked and will lead to the deterioration of heritage resources, maintenance standards warrant special attention to help to extend the physical life of a heritage asset. Any building should be kept in a reasonable condition so that it continues to function properly without incurring major expenses to repair deterioration due to neglect. The most frequent source of deterioration problems is from poorly maintained roofs, rainwater works and destructive pests.

Site

- Ensure site runoff drainage is directed away from the building.
- Maintain a minimum 2-ft clearance between vegetation and building face and a 12-inch-wide gravel strip against the foundation in planted areas, if possible.
- Do not permit vegetation (such as vines) to attach to the building.

Foundation

- Review exterior and interior foundations, where visible, for signs of undue settlement, deformation or cracking.
- If encountered, seek advice from a professional Engineer, immediately.
- Ensure perimeter drainage piping is functional.
- Arrange a professional drainage inspection every three to five years.

Windows and Doors

- Replace cracked or broken glass as it occurs.
- Check satisfactory operation of windows and doors. Poor operation can be a sign of building settlement distorting the frame or sashes or doors may be warped.
- Check condition and operation of hardware for rust or breakage. Lubricate annually.
- Inspect weather stripping for excessive wear and integrity.

Wood Elements

- Maintaining integrity of the exterior wood elements is critical in preventing water ingress into the building. Annual inspection of all wood elements should be conducted.
- Closely inspect highly exposed wood elements for deterioration. Anticipate replacement in kind of these elements every 10 to 15 years.
- Any signs of deterioration should be identified and corrective repair/replacement action carried out. Signs to look for include:
 - Wood in contact with ground or plantings;
 - Excessive cupping, loose knots, cracks or splits;
 - Open wood-to-wood joints or loose/missing fasteners;
 - Attack from biological growth (such as moss or moulds) or infestations (such as carpenter ants);
 - Animal damage or accumulations (such as chewed holes, nesting, or bird/rodent droppings). These should be approached using Hazardous Materials procedures; and
 - Signs of water ingress (such as rot, staining or mould).
- Paint finishes should be inspected every three to five years and expect a full repainting every seven to ten years. Signs to look for include:
 - Bubbling, cracks, crazing, wrinkles, flaking, peeling or powdering; and
 - Excessive fading of colours, especially dark tones.
- Note all repainting should be as per the recommended historic colours outlined above.

Roofing and Rainwater Works

- Inspect roof condition every five years, in particular looking for:
 - Loose, split or missing shingles, especially at edges, ridges and hips;
 - Excessive moss growth and/or accumulation of debris from adjacent trees; and
 - Flashings functioning properly to shed water down slope, especially at the chimneys.
- Remove roof debris and moss with gentle sweeping and low-pressure hose.
- Plan for roof replacement at around 18 to 22 years.
- Annually inspect and clean gutters and flush out downspouts. Ensure gutters positively slope to downspouts to ensure there are no leaks or water splashing onto the building.
- Ensure gutter hangers and rainwater system elements are intact and secure.
- Ensure downspouts are inserted into collection piping stub-outs at grade and/or directed away from the building onto concrete splash pads.

General Cleaning

- The building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from the ground. Cleaning prevents build up of deleterious materials, which can lead to premature and avoidable maintenance problems.
- Windows, doors and rainwater works should be cleaned annually.
- When cleaning always use the gentlest means possible, such as soft bristle brush and low-pressure hose. Use mild cleaner if necessary, such as diluted TSP or Simple Green ©.
- Do not use high-pressure washing as it will lead to excessive damage to finishes, seals, caulking and wood elements and it will drive water in wall assemblies and lead to larger problems.

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CUMMER HERITAGE CONSULTING

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APPENDIX 3

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

Date: March 9, 2025

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Planning and Development

Re: Heritage Revitalization Agreement for 318 Sixth Avenue

The undersigned hereby undertakes to be responsible for field reviews of the construction carried out at the captioned address for compliance with the requirements of Appendix 2 (Conservation Plan) of the Heritage Revitalization Agreement applicable to the property, which the undersigned acknowledges having received and reviewed, and undertakes to notify the City of New Westminster in writing 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.

Katie Cummer, PhD CAHP

Registered Professional's Name

639 Moss Street, Victoria, BC, V8V 4N8

Address

(778) 678 1913

Telephone No.

A handwritten signature in black ink, appearing to read 'Katie Cummer', written over a faint circular stamp.

Signature or Seal

APPENDIX 4

CERTIFICATION OF REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Planning and Development

Re: Heritage Revitalization Agreement for 318 Sixth Avenue

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 2 (Conservation Plan) of the Heritage Revitalization Agreement referred to in that letter. This letter is not being provided in connection with Part 2 of the British Columbia Building Code, but in connection only with the requirements of the Heritage Revitalization Agreement.

Registered Professional's Name

Address

Telephone No.

Signature or Seal

APPENDIX 5
APPROVED PLANS

Project Information (Heritage)

Property Owner	Caroline & Perry Roussy
Site Address	315 St-B, Vermeil
Project Type	Renovation
Heritage Type	City of New Westminster
Assessment Agency	City of New Westminster
Project Description	Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 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2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 220



Conservation, rehabilitation, and restoration efforts that align with the Standards and Guidelines for the Conservation of Historic Places in Canada

A1	Score	1/8" = 1-0"
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① Street View
1/8" = 1'-0"



www.d3d081gn.ca

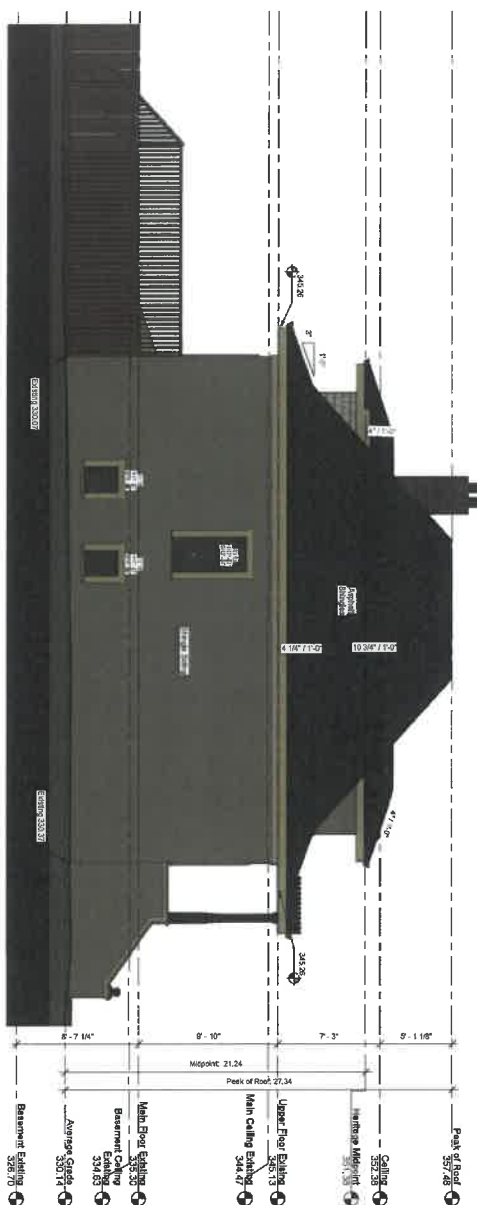
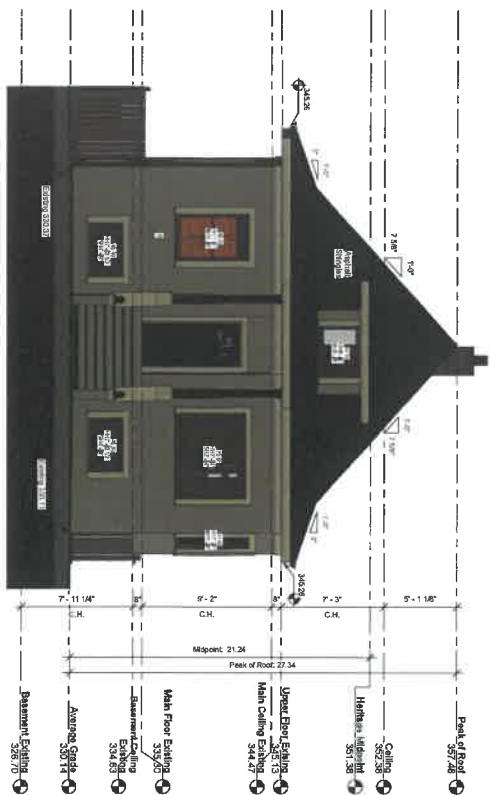
No	Description	Date
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**Caroline and Perry
Roussy**
318 Sixth Ave
Street View

Project number	1556
Date	March 3, 2022
Drawn by	Autbo
Checked by	Checke

A2



Proposed Height: Front Building Area (sqft)	29.63
Quantity	46
Window Width	40
Window Height	30
Window Area (sqft)	2160
Window Area (sqft)	1,704.16
Window Area (sqft)	63
Window Area (sqft)	1,876.03
Window Area (sqft)	34
Window Area (sqft)	1,676
Window Area (sqft)	21
Window Area (sqft)	63
Window Area (sqft)	1,123
Window Area (sqft)	418
Window Area (sqft)	60
Window Area (sqft)	2,283.56
Window Area (sqft)	20.3%
Window Area (sqft)	50.3%

Proposed openings - left	Building Free Area (SqM)	5.16
Quantity	Window Area (SqM)	Window Area (SqM)
Width	Height	
2	2.2	26
1	36	1276
Total Window Area (sqm)	Percentage of Overall Floor Area	1.2953241
2.426	4.10%	
Landing Distance (m)	Maximum Landing Percentage	%
1.65m		










[illegible]

**DIMENSION
DRAFTING
DESIGN INC.**

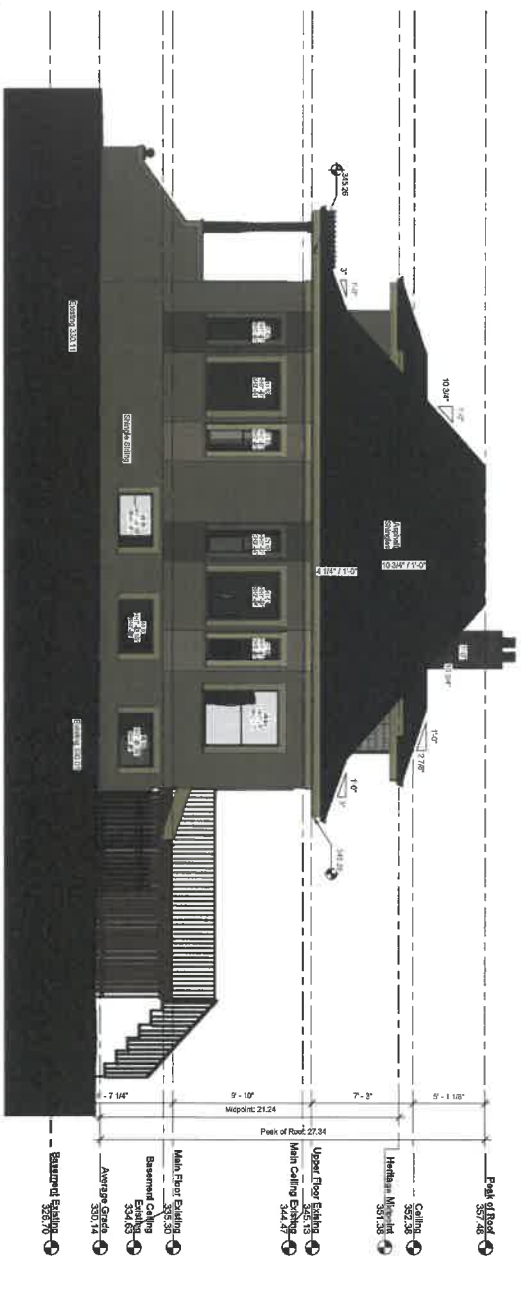
www.d3dofirm.ca

[illegible]

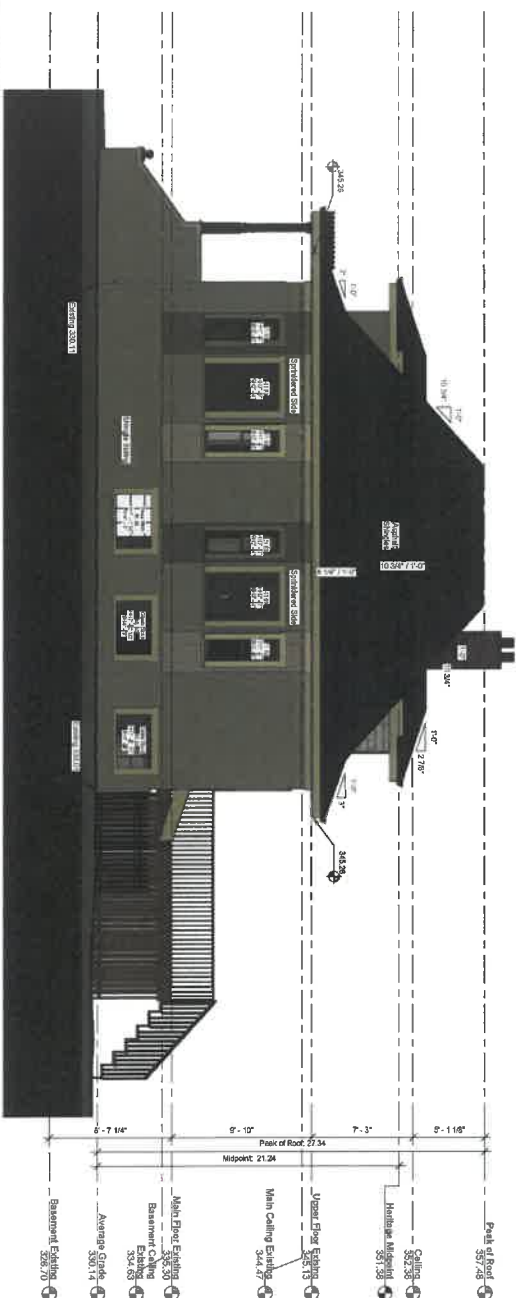


Material	Material
	Blackboard Existing: 7'6" x 7'6" (15' x 15') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')
	Blackboard Existing: 7'6" x 15' (15' x 30') Proposed: 7'6" x 15' (15' x 30')

Proposed Savings - Right Building Free Area (Sqft)						49,872
Quantity	Window Width	Window Height	Window Area (Sqft)	Window Area (Sqft)		
4	21	63	5292	3,444,186.72		
2	41	63	5166	3,328,006.56		
0	0	0	0	0		
0	0	0	0	0		
Total Window Area (Sqft)				Percentage Openings (Window/WB Floor)		
				67.471	13.50%	
Limiting Distance (m)	1.22m			Maximum Allowable Percentage	14%	



2 Heritage Right Elevation Existing
1/4" = 1'-0"



① Heritage Rifle Education Program
1/4" x 1'-0"

Caroline and Perry

Roussy

Heritage Right

Elevation

Project number	1550
----------------	------

Date March 3, 2025

Drawn by	AUTHOR
Checked by	CHECKER

A4

Exhib	1/4" = 1'-0"
-------	--------------



Proposed Hangings - Rater		Building First Area (sqft)		37.28
Quantity	Window Width	Window Height	Window Area (Sqft)	Window Area (Sqft)
1	44	34	1,496	0.9815594
2	30	36	2,160	1.3354466
Total Window Area (sqm)		Percentage of Building Area		6.33%
2,316.7		100.00%		
Laming Distance (m)		Maximum Allowable Percentage		--
18.3cm				

026-03-11 4:29:41 PM



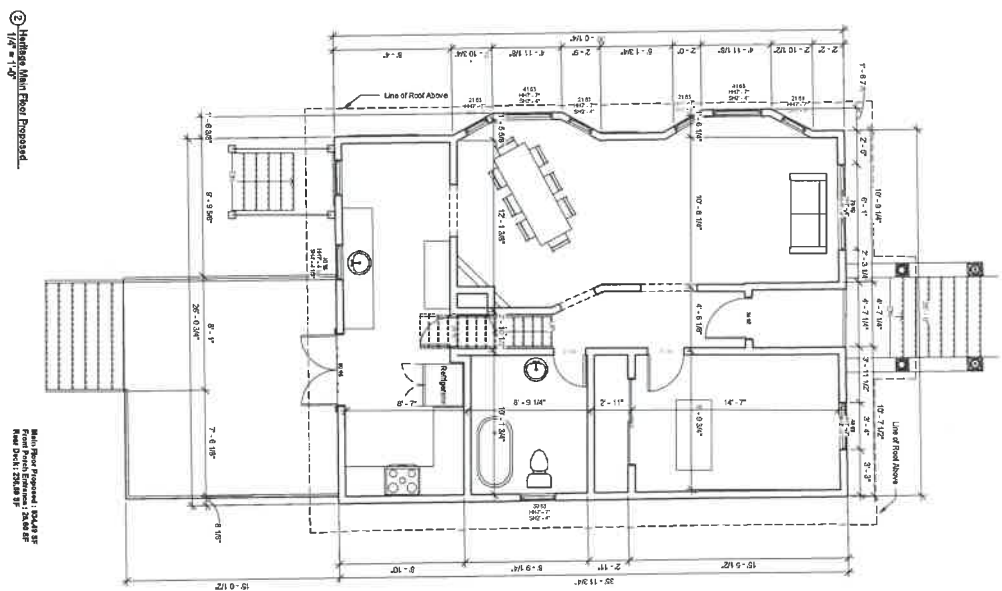
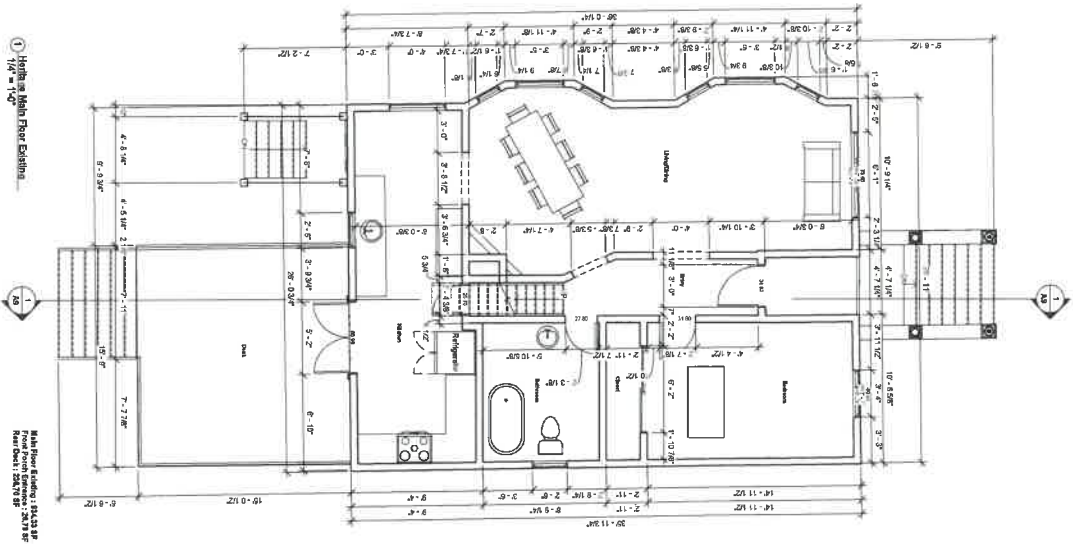
Heritage Basement: \$58,023.37

① Moita - Basement Ends
1/4" = 1'-0"



② Heritage Basement Pro...
1/4" = 1'-0"

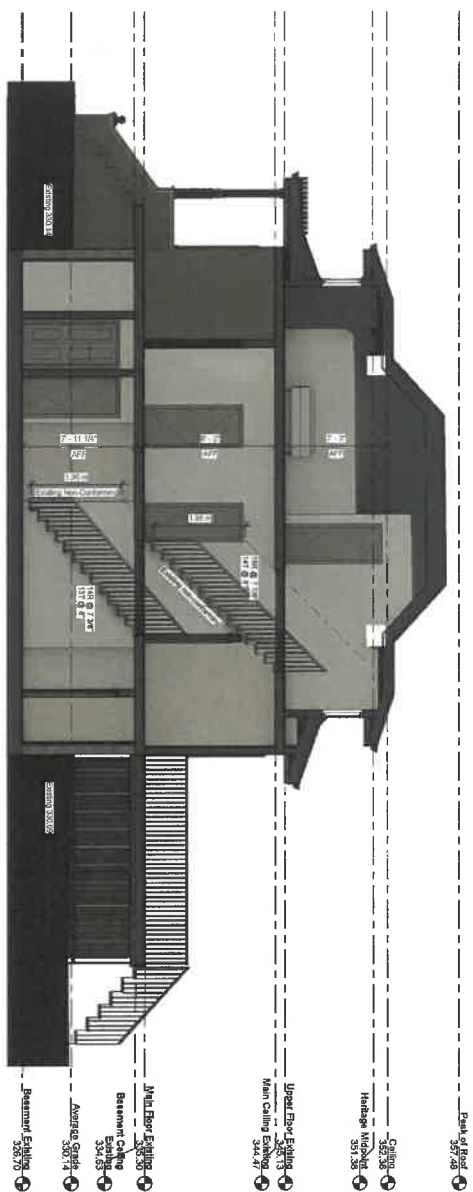
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Project number	1550
Date	March 3, 2025
Drawn by	Author
Checked by	Checker
A9	

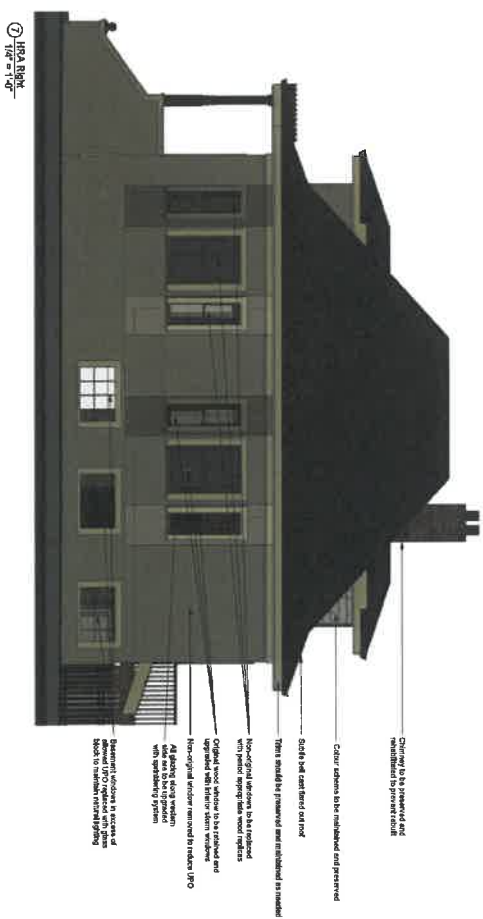
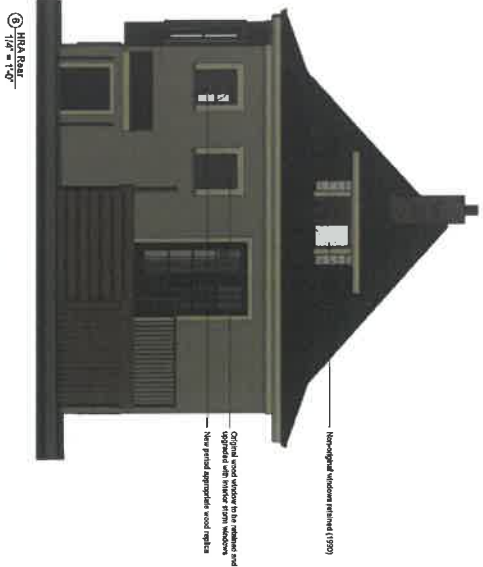
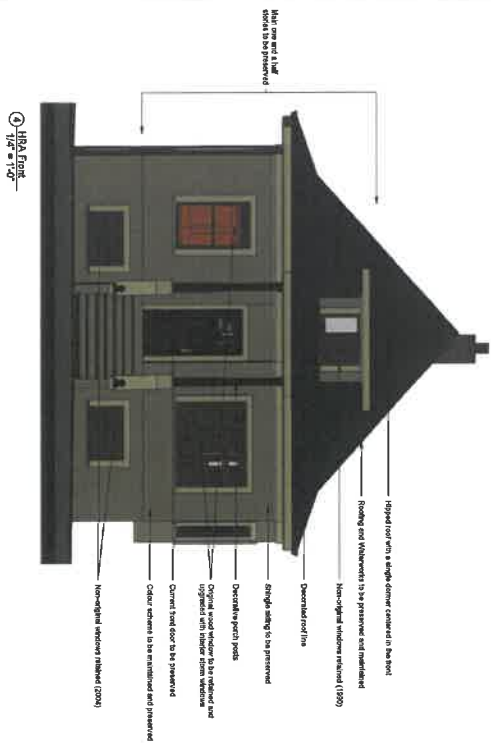
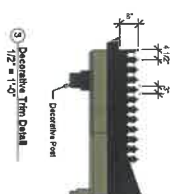
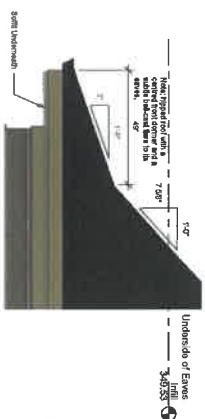
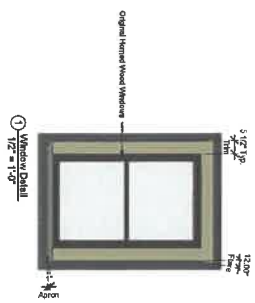
No.	Description	Date
<p>Caroline and Perry Roussy 318 84th Ave</p> <p>Heritage Section</p>		
Project number	1550	
Date	March 3, 2025	
Drawn by	Author	
Checked by	Consultar	
<p>A9</p> <p>1/4" = 1'-0"</p>		

Heritage Section 1
1/4" = 1'-0"












Architectural drawings of window and door layouts for the second floor of a building. The drawings are organized into three vertical sections: Second Floor, Main Floor, and Basement. Each section shows a series of window and door units with their respective dimensions and labels. The Second Floor section shows a single window unit with dimensions 2'-8" SH and 5'-6" HH. The Main Floor section shows a series of window units with dimensions 2'-4" SH and 7'-4" HH, 2'-4" SH and 7'-2" HH, 2'-4" SH and 7'-2" HH, 2'-4" SH and 7'-2" HH, 2'-4" SH and 7'-2" HH, and 2'-2" SH and 7'-6" HH. The Basement section shows a series of window units with dimensions 4'-9" SH and 7'-2 1/2" HH, 4'-9" SH and 7'-2" HH, 4'-9" SH and 7'-2 1/2" HH, and 4'-9 1/2" SH and 7'-4 1/2" HH. Human figures are shown for scale in each section.

[illegible]

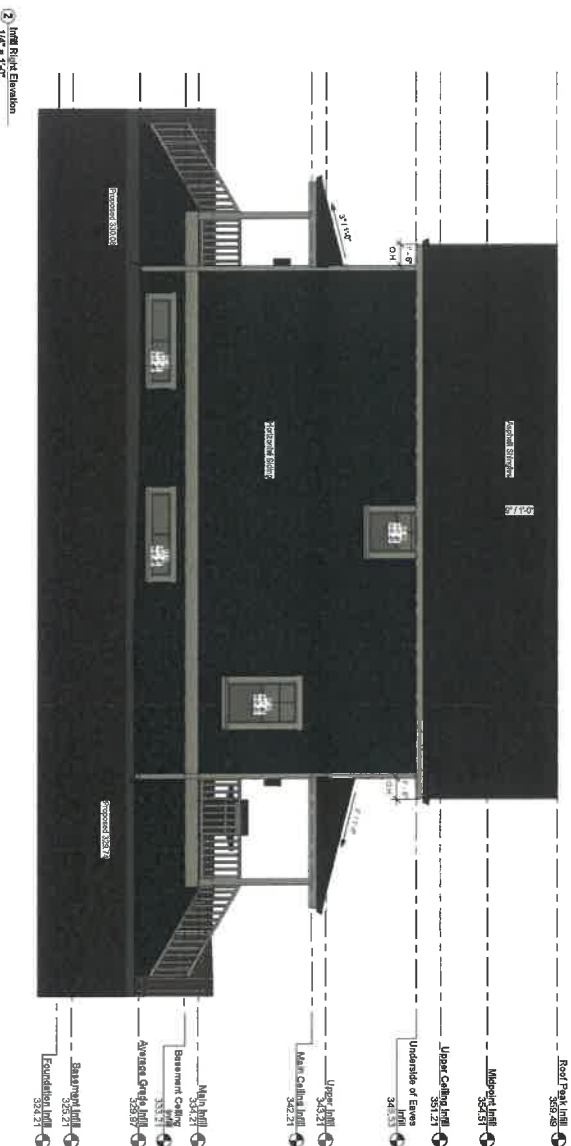
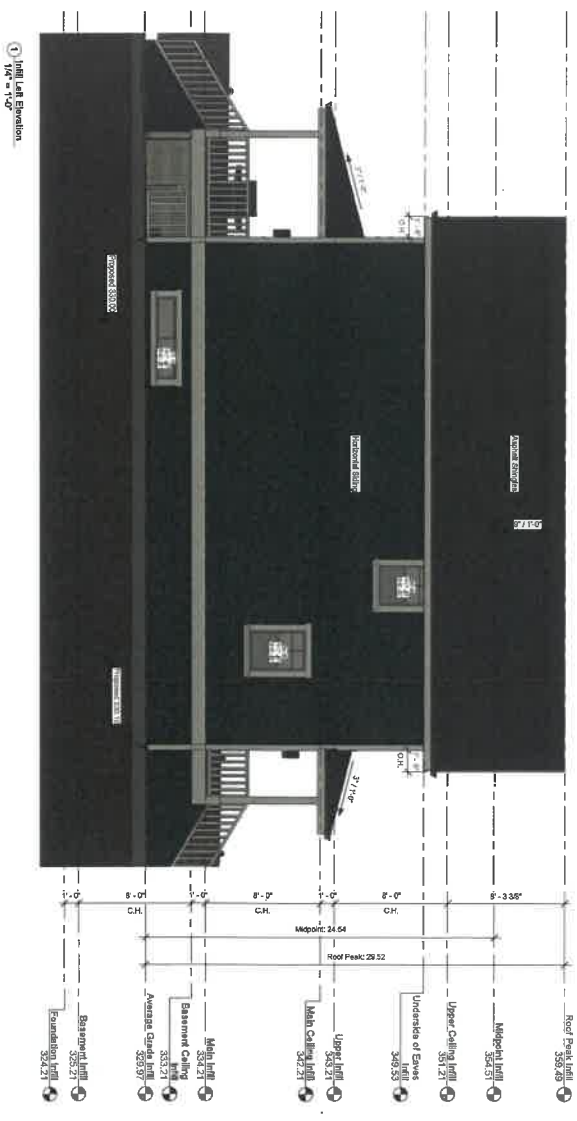




Material	
 <p>Chest, Draw, Finish: Black, V-C's Handglaze Dry Proposed Finish: Lion Liner, V-C's Painted Green</p>	
 <p>Top, Finish: Black (crown), Thin Green Proposed Finish: Big Green, V-C's Crown Ivory</p>	
 <p>Back, V-C'd Proposed Finish: Big Green, V-C's Handglaze Dry</p>	
 <p>Back, V-C'd Proposed Finish: Painted, V-C's Crown Ivory</p>	
 <p>Front Door: Proposed Finish: Wood, Crown, Walnut Stain</p>	
 <p>Desk, Door: Proposed Finish: Wood, Crown Walnut Stain</p>	
 <p>Back Finish: Finish: Walnut Stain</p>	
 <p>Back, Tongue and Groove Wood Proposed Finish: V-C's Handglaze Dry</p>	
 <p>Desk, and Chair, Tongue and Groove Wood Proposed Finish: V-C's Handglaze Dry</p>	



Unit - Rate	Building Face Area (sq-ft)		44.07
Quantity	Window Width	Window Height	Window Area (sq-ft)
2	24	48	1,152
2	36	60	2,160
2	24	35	840
Total Window Area (Sqft)		Percentage	12.23%
\$ 35844		Direct Window Area (sq-ft)	1,092
		Indirect Window Area (sq-ft)	60
		Medium Allowance	100%
Landing Distance (ft)	1.36m		



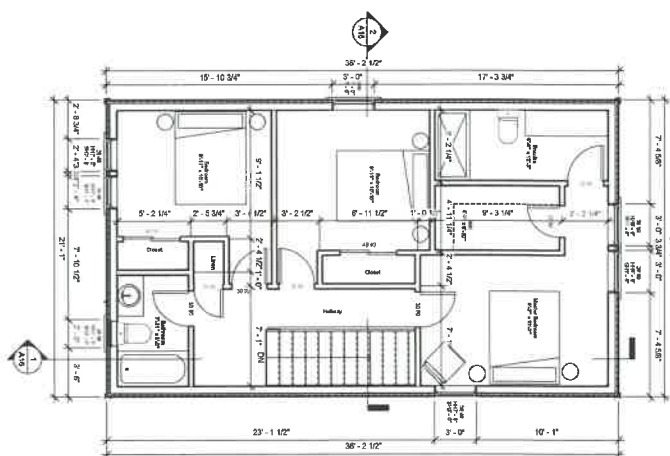
Building		Total		Total	
Building	Area (m ²)	Building	Area (m ²)	Building	Area (m ²)
10	4.01	10	4.01	10	4.01
11	1.22	11	1.22	11	1.22
12	0.00	12	0.00	12	0.00
13	0.00	13	0.00	13	0.00
14	0.00	14	0.00	14	0.00
15	0.00	15	0.00	15	0.00
16	0.00	16	0.00	16	0.00
17	0.00	17	0.00	17	0.00
18	0.00	18	0.00	18	0.00
19	0.00	19	0.00	19	0.00
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23	0.00	23	0.00	23	0.00
24	0.00	24	0.00	24	0.00
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28	0.00	28	0.00	28	0.00
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31	0.00	31	0.00	31	0.00
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67	0.00	67	0.00	67	0.00
68	0.00	68	0.00	68	0.00
69	0.00	69	0.00	69	0.00
70	0.00	70	0.00	70	0.00
71	0.00	71	0.00	71	0.00
72	0.00	72	0.00	72	0.00
73	0.00	73	0.00	73	0.00
74	0.00	74	0.00	74	0.00
Total					
Percentage Quantity Winifred Building Area	4.05%	Maximum Percentage	7.07%		

[illegible]

		Total Window Area (m ²)		Medium-Arise Window Area (m ²)		Low-Arise Window Area (m ²)	
Quantity	Percentage of Windows	Window Height (m)	Window Area (m ²)	Window Height (m)	Window Area (m ²)	Window Height (m)	Window Area (m ²)
1	34	49	1728	1.31	1728	1.31	1728
1	34	69	2460	1.39	2460	1.39	2460
2	32	90	2592	1.67	2592	1.67	2592
2	32	100	3000	1.82	3000	1.82	3000
3	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0
Total Window Area (m ²)		4.16		4.16		4.16	



③ $\frac{\text{Upper limit}}{1/4'' = 1'-0''}$ per 18 Upper Floor: 76.36 SF

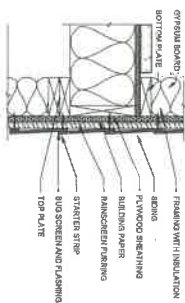
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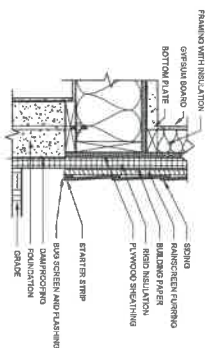
Scale	As Indicated
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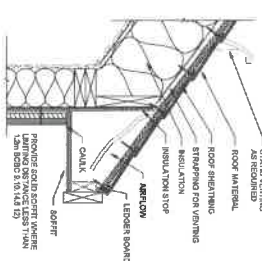
No.	Description	Date
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Project number	1565	
Date	March 3, 2007	
Drawn by	Adrian	
Checked by	Charles	
<p>A16</p>		
<p>1/4" = 1'-0"</p>		



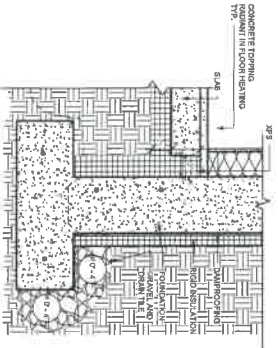
1 First Wall Connection Detail
1 1/2" = 1'-0"



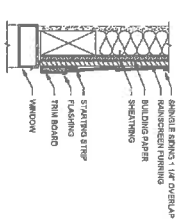
2 Foundation Floor Wall Connection Detail
1 1/2" = 1'-0"



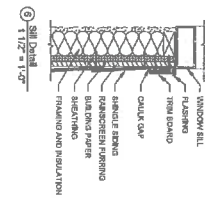
3 Roof Detail
1 1/2" = 1'-0"



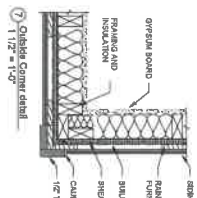
4 Sub On Grade Detail
1 1/2" = 1'-0"



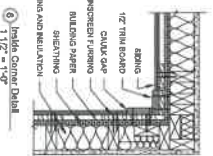
5 Header Detail
1 1/2" = 1'-0"



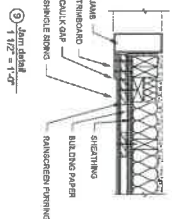
6 Sill Detail
1 1/2" = 1'-0"



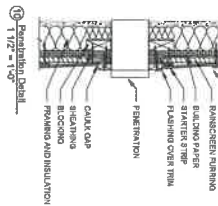
7 Outside Corner Detail
1 1/2" = 1'-0"



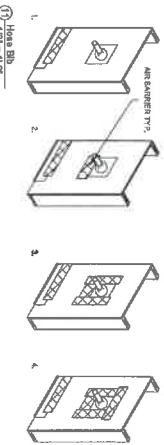
8 Inside Corner Detail
1 1/2" = 1'-0"



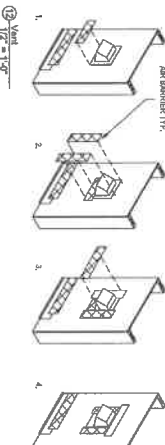
9 Step Detail
1 1/2" = 1'-0"



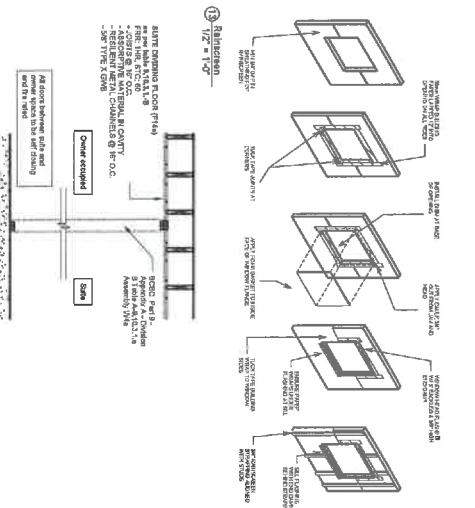
10 Penetration Detail
1 1/2" = 1'-0"



11 Air Barrier Detail
1 1/2" = 1'-0"



12 Vent Detail
1 1/2" = 1'-0"



13 Sub Floor Separation Detail
1 1/2" = 1'-0"



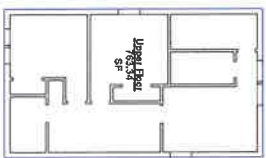
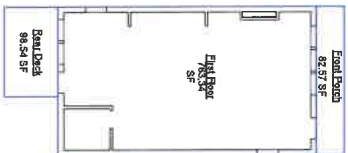
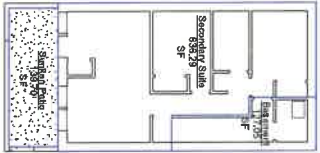
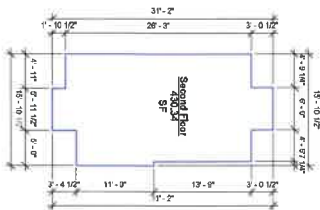
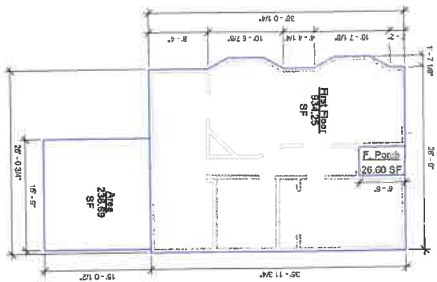
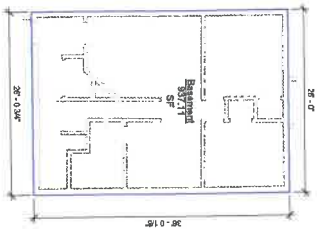
www.drafting.ca

No.	Description	Date
1	Caroline and Perry Roussey Infill Details	1990
2		March 3, 2005
3		Author
4		Checker
5		As indicated



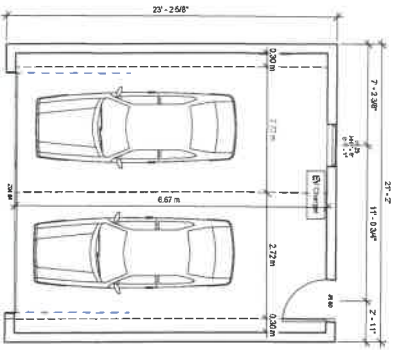
DIMENSION
DRAFTING
DESIGN INC.

www.d3design.ca

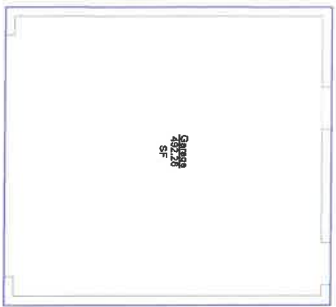


Project number	1550
Date	March 3, 2025
Drawn by	Author
Checked by	Checker
Scale	1/8" = 1'-0"

A18



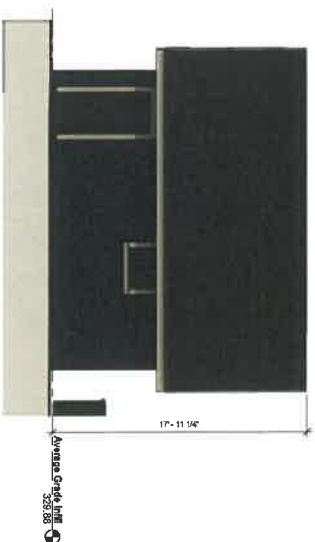
① Infill Garage
1/4" = 1'-0"



② Infill Garage
1/4" = 1'-0"



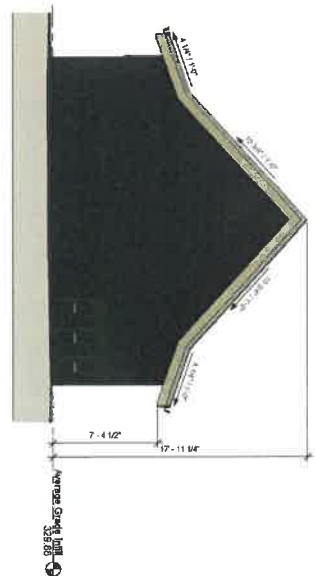
③ Garage Elevation 1
1/4" = 1'-0"



④ Garage Elevation 2
1/4" = 1'-0"



⑤ Garage Elevation 3
1/4" = 1'-0"



⑥ Garage Elevation 4
1/4" = 1'-0"



www.d3design.ca

No.	Description	Date
1	Original design and construction.	11/2014
2	Revised design and construction.	11/2014

Project number	1550
Date	March 3, 2015
Drawn by	JS
Checked by	NS
Scale	1/4" = 1'-0"

A19

Caroline and Perry

Roussy

Infill Garage Floor

Plans and Elevations

Project number 1550

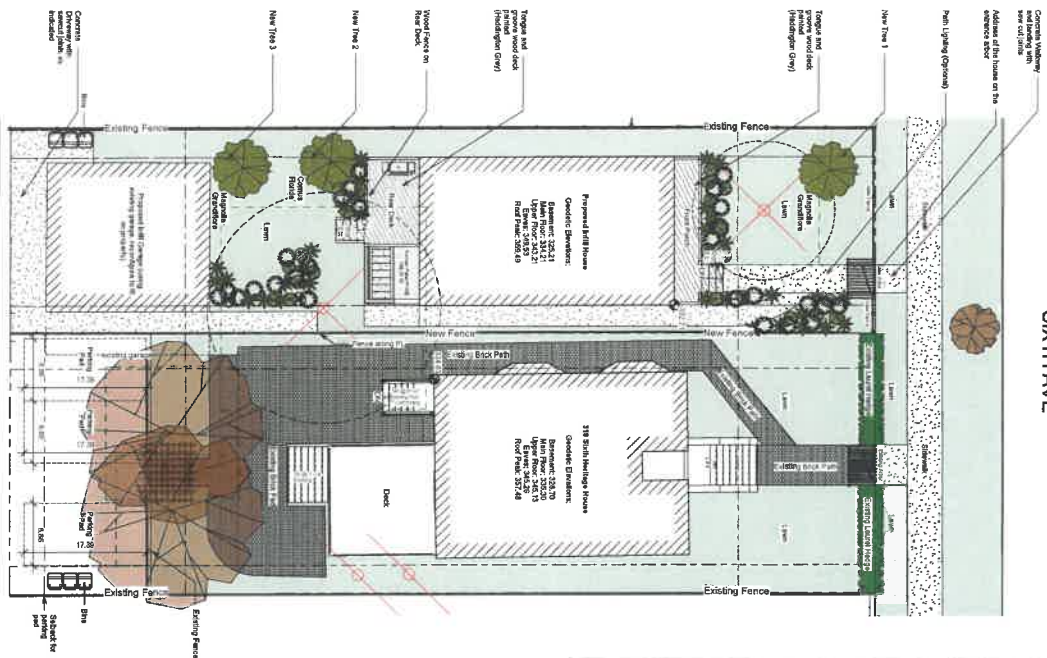
Date March 3, 2015

Drawn by JS

Checked by NS

Scale 1/4" = 1'-0"

SIXTH AVE



SYDNEY ST

1 Proposed Landscape Plan
JGP - 7/17

Plant Palette



Cornus Florida

Magnolia Grandiflora

Plant Name	Quantity	Notes
Cornus Florida	1	Planting: 1/4\"/>

Lighting



Wall Lighting (optional)
Sconces to Outdoor Path
Modern Sconces

Wall Lighting (optional)
Sconces to Outdoor Path
Traditional Lighting

Legend

	Planting Tree (Locations are Spikes Subject to Change)	3 QTY
	Tree Recommended for Removal	
	Existing Laurel Hedge	
	Existing Brick Path	
	Concrete Walkway with sawcut joints	
	Existing Tree (to be removed as shown)	
	Underplanted Trees	
	Variegated Moor Grass	23 QTY
	Azalea	31 QTY
	Hosta	22 QTY

Exterior Materials



Concrete Walkways with sawcut joints

Pressure treated tongue and groove wood deck and stairs (Painted)
Hedgehog Gray VC-15



www.d3design.ca

Project number	1559
Date	March 3, 2015
Drawn by	JG
Checked by	JS
Scale	A20
	As indicated

APPENDIX 6

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

THIS AGREEMENT dated for reference the ____ day of _____, 2025 is

BETWEEN:

PERRY JOSEPH ROUSSY and CAROLINE JANET ROUSSY,
318 Sixth Avenue, New Westminster, British Columbia, V3L 1T8

(the “Owners”)

AND:

CORPORATION OF THE CITY OF NEW WESTMINSTER,
City Hall, 511 Royal Avenue, New Westminster, British Columbia, V3L 1H9

(the “City”)

WHEREAS:

- A. The Owners are the registered Owners in fee simple of those lands in New Westminster, British Columbia legally described as NO PID, _____ and NO PID, _____ (together, the “Lands”);
- B. Pursuant to a Heritage Revitalization Agreement between the City and the Owners, dated for reference February 21, 2025 (the “HRA”), the Owners are required to deposit in the Land Title Office, concurrently with the subdivision plan creating the Lands as separate fee simple parcels, a covenant under s.219 of the *Land Title Act* in favour of the City, by which the Owners covenant and agree not to transfer separately the Lands until the Owners have complied with the requirements of the HRA for the preservation, restoration, and rehabilitation of the Heritage Building (as defined in the HRA);
- C. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land, the use of a building on or to be erected on land, or that parcels of land designated in the covenant are not to be sold or otherwise transferred separately;

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the City to the Owners and other good and valuable consideration, the receipt and sufficiency of which the Owners hereby acknowledge, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

- 1. **Lands Not to be Separately Sold or Transferred** – The Lands shall not be sold or otherwise transferred separately.
- 2. **Discharge** – The City shall, at the written request of the Owners, execute and deliver to the Owners a registrable discharge of this Agreement, in its sole and unfettered

discretion, to be exercised consistently with the wording and intent of the HRA, that the Owners have completed and complied with all requirements in the HRA for the preservation, restoration, and rehabilitation of the Heritage Building by the deadlines set out therein.

3. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

- (a) if to the Owners, to the address shown on the Land Title Office title search to the Lands,
- (b) if to the City, as follows:

City of New Westminster
511 Royal Avenue
New Westminster, BC, V3L 1H9

Attention: Planning Division

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

4. **Interpretation** – In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article is a reference to the correspondingly numbered section or article of this Agreement;
- (d) reference to the “Lands” or to any other parcel of land is a reference also to any parcel into which those lands are subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

- (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (f) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (g) unless otherwise expressly provided, reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) reference to a “party” is a reference to a party to this Agreement and to their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (k) reference to the City is a reference also to its elected and appointed officials, officers, employees and agents;
- (l) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (m) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

5. **No Waiver** – No provision or breach of this Agreement, nor any default, is to be considered to have been waived or acquiesced to by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach of the same or any other provision or default.

6. **No Effect on Laws or Powers** – This Agreement and the Owners’ contributions, obligations and agreements set out in this Agreement do not:

- (a) affect or limit the discretion, rights, duties or powers of the City or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Lands;

- (b) impose on the City or the Approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Lands; or
 - (d) relieve the Owners from complying with any enactment, including in relation to the use, development, servicing, or subdivision of the Lands.
- 7. **Remedies for Breach** – The Owners agree that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement, the City is entitled, in light of the public interest in securing strict performance of this Agreement, to seek and obtain from the British Columbia Supreme Court a mandatory or prohibitory injunction, or order for specific performance, in respect of the breach.
- 8. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
- 9. **Covenant Runs With the Lands** – Every provision of this Agreement and every obligation and covenant of the Owners in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owners to the City in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Lands to the extent provided in this Agreement, and runs with them and binds the Owners' successors in title. This Agreement also burdens and runs with every parcel into which the Lands are consolidated (including by the removal of interior parcel boundaries) or subdivided by any means, including by subdivision under the *Land Title Act* or by strata plan or bare land strata plan under the *Strata Property Act*.
- 10. **Further Acts** – The Owners shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 11. **Severance** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 12. **Amendment** – This Agreement may be amended from time to time by agreement between the Owners and the City. Except as otherwise expressly provided in this Agreement, amendments to this Agreement must be made by an instrument in writing duly executed by the Owners and the City.

13. **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part I of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS:

- A. [Name of land Owners(s)] (the "Owners") is the registered Owners of the land described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. The Owners granted [Name of chargeholder] (the "Prior Chargeholder") a [identify mortgage or other charge] which was registered against the title to the Land in the New Westminster Land Title Office under number [insert registration number] (the "Prior Charge");
- C. The Owners granted to the Corporation of the City of New Westminster (the "Subsequent Chargeholder") a section 219 covenant which is registered against the title to the Land under number one less than this Consent and Priority Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to a subsequent chargeholder.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED BY THE PRIOR CHARGEHOLDER FROM THE SUBSEQUENT CHARGEHOLDER (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED):

1. The Prior Chargeholder hereby consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder hereby agrees that the Subsequent Charge shall be binding upon its interest in and to the Land.
2. The Prior Chargeholder hereby grants to the Subsequent Chargeholder priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder does hereby postpone the Prior Charge and all of its right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the above terms of this Consent and Priority Agreement, the Prior Chargeholder has executed and delivered Part 1 of *Land Title Act* Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT

APPENDIX 7

VARIATIONS TO ZONING BYLAW NO. 6680, 2001

	Single Detached Dwelling District (RS-4) Requirement / Allowance	Lot with Heritage Building (318 Sixth Avenue)	Lot with New Infill House (320 Sixth Avenue)
Minimum Lot Size	557 square metres (6,000 square feet)	418.44 square metres (4,504.01 square feet)	330.01 square metres, (3,552.24 square feet)
Maximum Floor Space Ratio (FSR) Non-protected Properties	0.5	<i>No variance</i>	0.65
Frontage	30.24 feet (9.21 metres)	<i>No variance</i>	29.1 feet (8.87 metres)
Maximum Garage Height	15 feet (4.57 metres)	<i>No variance</i>	18 feet (5.49 metres)
Maximum Detached Accessory Area	10% of the site area	<i>No variance</i>	13.9%
Parking Setback	1.52 metres (5 feet)	0.60 metres (2 feet)	<i>No variance</i>

* 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