

REPORT

Climate Action, Planning and Development

To: Mayor Cote and Members of Council **Date:** March 7, 2022

From: Emilie K. Adin,
Director, Climate Action, Planning and
Development **File:** HER00791
HER00792

Item #: 2022-154

Subject: Heritage Revitalization Agreement (1324 Nanaimo Street) Bylaw No. 8290,
2022 and Heritage Designation (1324 Nanaimo Street) Bylaw No. 8291,
2022 for First and Second Readings

RECOMMENDATION

THAT Council consider Heritage Revitalization Agreement (1324 Nanaimo Street) Bylaw No. 8290, 2022 and Heritage Designation (1324 Nanaimo Street) Bylaw No. 8291, 2022 for First and Second Readings, and forward the Bylaws to a Public Hearing.

THAT Council add 1324 Nanaimo Street to the City's Heritage Register following the adoption of Heritage Designation (1324 Nanaimo Street) Bylaw No. 8291, 2022.

PURPOSE

For Council to consider bylaws which would allow the subdivision of a property in the West End into two lots, in exchange for heritage protection and restoration of the heritage house.

EXECUTIVE SUMMARY

An application has been received for a Heritage Revitalization Agreement (HRA) at 1324 Nanaimo Street, to enable subdivision of the corner property into two lots of 4,315 sq. ft. (400 sq. m.) and 3,194 sq. ft. (296 sq. m.) in size. Through the HRA (**Attachment 1**), an existing 1944 heritage house would be retained, restored, and legally protected with a Heritage Designation Bylaw (**Attachment 2**). A new house would be built on the newly created south lot fronting Fourteenth Street. Both houses would have secondary suites.

Though the project proposes a higher number of relaxations than would typically be considered through an HRA (15 in total), the project warrants consideration due to the heritage value of the Larsen House and the rarity of Heritage Designation in the West End, and as the design responds well to the neighbourhood context. Generally, the relaxations requested can be described provide benefits or respond well to the circumstances. The relaxations: (1) regularize the heritage house; (2) are the result of applying sloped site zoning to a flat site; (3) are minor in nature; and (4) are common to consider in the HRA program. The proposal is also consistent with the Official Community Plan (OCP) land use designation for the site.

Applicant-led public consultation has been undertaken for the project including development of a project website, online survey, online open house and circulation of project information to the West End Residents Association. The proposal was also presented to and supported by the Community Heritage Commission. As such, staff recommend that Council consider First and Second Readings, and forward the bylaws to a Public Hearing.

BACKGROUND

Policy and Regulations

The application is consistent with the property's Official Community Plan (OCP) land use designation of "Residential Detached and Semi-Detached Housing" though not consistent with the property's Neighborhood Single Detached Residential District (NR-1) zone. As such, a Rezoning or Heritage Revitalization Agreement (HRA) is required.

An HRA has been proposed in order to allow small lot subdivision and some siting, parking, and density relaxations. In exchange for Heritage Designation and restoration of the house, these relaxations can be considered, per the City's Policy for the Use of HRAs. Further information on the policy and regulatory context of this application is available in **Attachment 3**.

Site Characteristics and Context

The subject property is 7,639 sq. ft. (709 sq. m.). It is located on the corner of Nanaimo and Fourteenth Streets in the West End neighbourhood, an area of single-detached dwellings. The property is three blocks east of Lord Tweedsmuir Elementary School, two blocks west of the Twelfth Street commercial area, and four blocks west of Moody Park (playground, sports field, seniors and youth centres, etc.). A site context map and aerial image is provided in **Attachment 4**.

The property is located approximately 250 feet (76 metres) from the nearest bus service and is currently served by an underutilized lane with a width of 2.44 metres (8 feet). Additional information pertaining to the transportation context is provided in **Attachment 5**.

Site Context Map



Heritage Value

Built in 1944, the Claude and Ruth Larsen House has been evaluated to have social, cultural, and aesthetic value. This house is an example of war-time construction in a working-class neighbourhood. It is important as one of three surviving WWII bungalows on this street. The building is considered a good example of the English revival style, and has been well maintained. The house is a side-gabled bungalow with an intersecting gable above the arched entrance. The majority of the original windows are intact, and only minor restoration is needed. The Heritage Conservation Plan, which describes the restoration work proposed for this project and the house's heritage value, is Appendix 2 of the HRA Bylaw (**Attachment 1** of this report).

PROJECT PROPOSAL

Project Description

The proposal is to allow subdivision of the 7,639 sq. ft. (709 sq. m.) corner property into two new lots of 4,315 sq. ft. and 3,194 sq. ft. (400 sq. m. and 296 sq. m.) in size. The existing 1944 house facing Nanaimo Street would remain in place on the larger lot, be restored, and the rear garage and large sundeck would be demolished. A new house would be built on the newly created smaller lot at the rear, facing Fourteenth Street. Both houses would contain secondary suites and would include one parking space per

lot, and each unit would have private outdoor space. Project drawings are included as Appendix 5 in the HRA Bylaw (**Attachment 1** to this report). Detailed project statistics and relaxations are available in **Attachment 6**.

Heritage House

The existing house is 3,069 sq. ft. (285 sq. m.) and includes four bedrooms plus a den. The existing one bedroom basement suite of roughly 873 sq. ft. (81 sq. m.) would be authorized as part of the application. The house's floor space ratio (FSR) after subdivision would be 0.71, which is higher than the 0.5 permitted in its zoning. One vehicle parking space would be accommodated in the yard, with bicycle parking for both units under a new rear deck.

Infill House

The new house would be smaller than the heritage house. It is proposed at 1,687 sq. ft. (157 sq. m.), with three bedrooms and a two bedroom basement suite, and a total FSR of 0.53. The proposed 0.53 FSR would make the home 2% larger (larger by 0.03 FSR) than otherwise permitted by the current 0.5 FSR. This requires a relaxation to the Zoning Bylaw. Note, the maximum floor space may be increased by a FSR of 0.01 if the building would meet step 3 of the energy step code which it is anticipated to do. Bicycle parking and one vehicle parking space would be located in a detached garage, accessed from the rear lane. A bike box would be provided elsewhere for the secondary suite.

DISCUSSION

Proposed Relaxations

Fifteen (15) relaxations to the site's NR-1 zoning are required through the HRA to facilitate the proposal. The relaxations requested generally fall into four categories:

- 1) common to the HRA program and similar small lot subdivisions (7 relaxations);
- 2) regularizing the heritage house (1 relaxation);
- 3) resulting from applying sloped site zoning to a flat site (5 relaxations); and
- 4) minor design elements of the new house (2 relaxations).

Though the number of relaxations is higher than typical for an HRA project of this scale, given the heritage value of the Larsen House and the rarity of Heritage Designation in the West End, as well as the design's suitability for the neighbourhood context and streetscape, the project is appropriate to consider.

Analysis of the relaxations is included in **Attachment 8** and summarized in a chart in **Attachment 6**.

Lane Improvements

To improve lane access, a 2 foot (0.56 metre) lane dedication would be provided to the City, as well as a temporary 4.92 foot (1.5 metre) lane access right-of-way along the rear of the property until such time that the adjacent property is redeveloped. The lane access let down would also be rebuilt. Overall, the proposal is considered to have limited impact to surrounding transportation networks and the proposed lane widening solution is considered to mitigate the on-site transportation design issues.

Tenant Plan

Both units in the heritage house currently have long term tenants. It is expected that the renovations and restoration work on the heritage house would be completed without requiring the tenants to vacate their units. It is the intent of the owners to live in the new house, and to rent the secondary suite in that house, along with continued rental of both units in the heritage house. For more information, see **Attachment 7**.

PUBLIC CONSULTATION

Community Heritage Commission

The project proposal was reviewed by the Community Heritage Commission at their meeting on April 7, 2021 and members noted appreciation for the preservation of the style of the house. They noted that this is particularly a concern in the West End, where there has been much demolition in recent years. An extract of the minutes from this meeting is attached as **Attachment 9**.

Applicant-led Community Consultation

As per the Development Review Process, the applicant-led consultation was conducted virtually. A project website www.thelarsonhouseplan.ca was created which included project details, various methods available to provide feedback, and a survey open from April 20 to May 19, 2021. An Open House was held on May 13, 2021 online through Zoom. Notification was sent to properties within 100 metres of the project site.

Few people attended the open house or responded to the survey, but overall feedback was positive and showed support for the project. Questions were received about the proposed parking, tree retention, and lane access. The applicants' summary of their consultation is attached as **Attachment 10**. No revisions to the design were required to be made following public consultation, as most concerns had been addressed.

REVIEW PROCESS

The steps in this project's review are as follows, with the current step highlighted in grey:

Table 1: Application Review Stages

#	Stage	Date
1	Formal Application	December 31, 2020
2	Preliminary report to Council	March 29, 2021
3	Review by the Community Heritage Commission	April 7, 2021
4	Applicant-led Public Consultation including dissemination of information through the local Residents Association	April 20, 2021 to May 19, 2021
5	Applicant-led virtual open house	May 13, 2021
6	Council consideration of First and Second Readings of Bylaws (we are here)	March 7, 2022
7	Public Hearing and Council consideration of Third Reading and Adoption of the Bylaws	March 28, 2022

NEXT STEPS

Staff is recommending Council forward the HRA Bylaw (**Attachment 1**) and Heritage Designation Bylaw (**Attachment 2**) to Public Hearing at which time the community will have an opportunity to provide their comments directly to Council. A notification sign for the application would be installed on the property and notifications for the Public Hearing would occur in accordance with the City's procedures.

Following the Public Hearing, should the Bylaws be adopted, a subdivision application would be reviewed by the Engineering Department. Further permits, issued by the Director of Climate Action, Planning and Development (such as Heritage Alteration Permit, Building Permit, and Tree Permit), would also be required prior to construction and following approval of the subdivision.

INTERDEPARTMENTAL LIAISON

The City has a project-based team approach for reviewing development applications. A staff-led project team was assigned for reviewing this project consisting of staff from Climate Action, Planning and Development, Engineering (Servicing), Fire, Electrical, and Parks and Recreation Departments.

Servicing, off-site works, and arboricultural requirements have been provided to the applicant. The attached Engineering Services Memorandum (**Attachment 11**) outlines the improvements that would be required to facilitate the proposed development. Such improvements would need to be provided through a Works and Services Agreement.

OPTIONS

The following options are available for Council's consideration:

1. That Council consider Heritage Revitalization Agreement (1324 Nanaimo Street) Bylaw No. 8290, 2022 and Heritage Designation (1324 Nanaimo Street) Bylaw No. 8291, 2022 for First and Second Readings, and forward the Bylaws to a Public Hearing.
2. That Council add 1324 Nanaimo Street to the City's Heritage Register following the adoption of Heritage Designation (1324 Nanaimo Street) Bylaw No. 8291, 2022.
3. That Council provide staff with alternative direction.

Staff recommend options 1 and 2.

ATTACHMENTS

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|----------------|--|
| Attachment 1: | Heritage Revitalization Agreement (1324 Nanaimo Street) Bylaw No. 8290, 2022 |
| Attachment 2: | Heritage Designation (1324 Nanaimo Street) Bylaw No. 8291, 2022 |
| Attachment 3: | Policies and Regulations Summary |
| Attachment 4: | Site Context Map |
| Attachment 5: | Transportation Context |
| Attachment 6: | Proposed Project Statistics and Relaxations |
| Attachment 7: | Applicant's Design Rationale Letter |
| Attachment 8: | Analysis of Relaxations |
| Attachment 9: | Extract of April 7, 2021 Community Heritage Commission (CHC) Meeting Minutes |
| Attachment 10: | Applicant-led Consultation Feedback |
| Attachment 11: | Engineering Servicing Memorandum |

APPROVALS

This report was prepared by:
Hardev Gill, Planning Technician

This report was reviewed by:
Britney Dack, Senior Heritage Planner
Mike Watson, Acting Supervisor of Development Planning
John Stark, Acting Senior Manager of Climate Action, Planning and Development

This report was approved by:
Emilie K Adin, Director, Climate Action, Planning and Development
Lisa Spitale, Chief Administrative Officer

Attachment 1

Heritage Revitalization Agreement

(1324 Nanaimo Street) Bylaw No.8290, 2022

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER
HERITAGE REVITALIZATION AGREEMENT (1324 Nanaimo Street)
BYLAW NO. 8290, 2022**

**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 1324 Nanaimo Street 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 (1324 Nanaimo Street) Bylaw No. 8290, 2022”.

Heritage Revitalization Agreement

2. The City of New Westminster enters into a Heritage Revitalization Agreement with the registered owner of the property located at 1324 Nanaimo Street legally described as PID: 002-819-155; LOT “A” PLAN 7689.
3. The Mayor and City Clerk are authorized on behalf of the City of New Westminster Council to sign and seal the Heritage Revitalization Agreement attached to this Bylaw as Schedule “A”.

READ A FIRST TIME this _____ day of _____, 2022.

READ A SECOND TIME this _____ day of _____, 2022.

PUBLIC HEARING held this _____ day of _____, 2022.

READ A THIRD TIME this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

SCHEDULE "A"**HERITAGE REVITALIZATION AGREEMENT (1324 Nanaimo Street)**

THIS AGREEMENT dated for reference the 23rd day of February, 2022 is

BETWEEN:

BHARATVEER SINGH JASWAL and **HARKAMAL SANDHU**, 7517 Humphries Court
Burnaby, BC, V3N 4K9 and **JARNAIL SINGH SANDHU**, 10471 No. 5 Road, Richmond,
BC, V7A 4E6,

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the land and all improvements located at 1324 Nanaimo Street, New Westminster, British Columbia, legally described as PID: 002-819-155; LOT "A" PLAN 7689 (the "Land");
- B. There is one principal building situated on the Land, known as the Larson House (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan") labeled "1324 Nanaimo Street Heritage House";
- C. The City and the Owner agree that the Heritage Building has heritage value and should be conserved;
- D. The Owner wishes to make certain alterations to restore and rehabilitate the Heritage Building (the "Work");
- E. The Owner intends 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 Owner wishes to construct a new residential building and detached garage (the "New Buildings") on that portion of the Land labeled on the Site Plan as "#607 Fourteenth Street New 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 owner of heritage property, and to

allow variations of, and supplements to, the provisions of a bylaw or a permit issued under Part 14 or Part 15 of the *Local Government Act*;

- H. The Owner and the City have agreed to enter into this Heritage Revitalization Agreement (the “Agreement”) setting out the terms and conditions by which the heritage value of the Heritage Building is to be preserved and protected, in return for specified supplements and variances to City bylaws;

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

Conservation of Heritage Building

1. Upon execution of this Agreement, the Owner shall promptly commence the restoration and revitalization of the Heritage Building (the “Work”) in accordance with the Site Plan, the heritage conservation plan prepared by Elana Zysblat, dated September 2015 and updated by Julie Schueck in addendums dated July and December 2020, copies of which are attached hereto as Appendix 2 (the “Conservation Plans”), and the design plans and specifications prepared by Rob Johnson Architect dated 22-Feb-2022, a copy of which is attached hereto as Appendix 5 (the “Approved Plans”), full-size copies of which plans and specifications are on file at the New Westminster City Hall.
2. Prior to commencement of the Work, the Owner shall obtain from the City all necessary permits and licenses, including a heritage alteration permit, building permit, and tree permit.
3. The Owner shall obtain written approval from the City’s Director of Climate Action Planning and Development for any changes to the Work, and obtain any amended permits that may be required for such changes to the Work, as required by the City.
4. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City’s zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the Heritage Building if the work that the Owner wishes to undertake is not in accordance with the Conservation Plans or the Approved Plans.
5. The Work shall be done at the Owner’s sole expense in accordance with generally accepted engineering, architectural, and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of Appendix 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 Owner shall, at the Owner’s sole expense, erect on the Land and keep erected throughout the course of the Work, a sign of sufficient size and visibility to effectively notify contractors and tradespersons entering onto the Land that the Work involves protected heritage property and is being carried out for heritage conservation purposes.

7. The Owner shall, at the Owner's sole expense, engage a member of the Architectural Institute of British Columbia or the Association of Professional Engineers and Geoscientists of British Columbia or the Canadian 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 Owner, 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 Plans in Appendix 2;
 - (c) provide regular reports to the City's Climate Action, Planning and Development Department, Planning Division, 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 Owner is terminated for any reason.

Heritage Designation

9. The Owner irrevocably agrees to the designation of the Heritage Building as protected heritage property, in accordance with Section 611 of the *Local Government Act*, and releases the City from any obligation to compensate the Owner in any form for any reduction in the market value of the Lands or the Heritage Building that may result from the designation.
10. Following completion of the Work, the Owner shall maintain the Heritage Building in good repair in accordance with the Conservation Plans 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 Owner 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 Owner shall not alter the heritage character or the exterior appearance of the Heritage Building, except as permitted by a heritage alteration permit issued by the City.

Damage to or Destruction of Heritage Building

12. If the Heritage Building is damaged, the Owner shall obtain a heritage alteration permit and any other necessary permits and licenses and, in a timely manner, shall restore and repair the Heritage Building to the same condition and appearance that existed before the damage occurred.
13. If, in the opinion of the City, the Heritage Building is completely destroyed, the Owner shall construct a replica, using contemporary material if necessary, of the Heritage Building that complies in all respects with the Conservation Plans in Appendix 2 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 Owner shall use best efforts to commence and complete any repairs to the Heritage Building, or the construction of any replica building, with reasonable dispatch.

Construction of New Buildings

15. The Owner shall construct the New Buildings in strict accordance with the Site Plan and the Approved Plans.
16. Prior to commencement of construction of the New Buildings, the Owner shall obtain from the City all necessary approvals, permits, and licenses, including a heritage alteration permit, building permit, tree permit, and approval of the City's Approving Officer to file the Subdivision Plan in the Land Title Office.
17. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the New Buildings, and obtain any amended permits that may be required for such changes to the New Buildings, as required by the City.
18. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the New Buildings if the work that the Owner wishes to undertake is not in accordance with the Approved Plans.
19. The construction of the New Buildings shall be done at the Owner's sole expense and in accordance with generally accepted engineering and architectural practices.

Timing and Phasing

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

Subdivision

24. The Owner 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 Owner covenants and agrees not to transfer separately the parcels created by the Subdivision Plan until the Owner has 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 Owner a discharge of the covenant described in section 24 above on the request of the Owner, if the Owner 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 Owner shall advise or cause the Registered Professional to advise, the City's Climate Action, Planning and Development Department, Planning Division, of the status of the Work.
28. Without limiting the City's power of inspection conferred by statute and in addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto

the Land for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.

29. The Owner agrees that the City may, notwithstanding that a final inspection may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a final inspection or occupancy certificate applied for in respect of the Heritage Building or the New Buildings if the Owner has not completed the Work with respect to the Heritage Building or construction of the New Buildings to the satisfaction of the City's Director of Climate Action, Planning and Development.

Conformity with City Bylaws

30. The Zoning Bylaw is varied and supplemented in its application to the Land in the manner and to the extent provided and attached as Appendix 7
31. The Owner acknowledges and agrees that, except as expressly varied by this Agreement, any development or use of the Land, including any construction, alteration, rehabilitation, restoration and repairs of the Heritage Building or New Buildings, must comply with all applicable bylaws of the City.

No Application to Building Interiors

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

Enforcement of Agreement

33. The Owner acknowledges that it is an offence under Section 621(1)(c) of the *Local Government Act* to alter the Land or the Heritage Building in contravention of this Agreement, punishable by a fine of up to \$50,000.00 or imprisonment for a term of up to 2 years, or both.
34. The Owner acknowledges that it is an offence under Section 621(1)(b) of the *Local Government Act* to fail to comply with the requirements and conditions of any heritage alteration permit issued to the Owner pursuant to this Agreement and Section 617 of the *Local Government Act*, punishable in the manner described in the preceding section.
35. The Owner acknowledges that, if the Owner alters the Land, the Heritage Building or the New Buildings in contravention of this Agreement, the City may apply to the British Columbia Supreme Court for:
 - (a) an order that the Owner restore the Land or the Heritage Building or the New Buildings, or all, to their condition before the contravention;

- (b) an order that the Owner undertake compensatory conservation work on the Land, the Heritage Building, or the New Buildings;
 - (c) an order requiring the Owner to take other measures specified by the Court to ameliorate the effects of the contravention; and
 - (d) an order authorizing the City to perform any and all such work at the expense of the Owner.
36. The Owner acknowledges that, if the City undertakes work to satisfy the terms, requirements or conditions of any heritage alteration permit issued to the Owners pursuant to this Agreement upon the Owner's failure to do so, the City may add the cost of the work and any incidental expenses to the taxes payable with respect to the Land, or may recover the cost from any security that the Owner has provided to the City to guarantee the performance of the terms, requirements or conditions of the permit, or both.
37. The Owner acknowledges that the City may file a notice on title to the Land in the Land Title Office if the terms and conditions of this Agreement have been contravened.
38. The City may notify the Owner in writing of any alleged breach of this Agreement and the Owner shall have the time specified in the notice to remedy the breach. In the event that the Owner fails to remedy the breach within the time specified, the City may enforce this Agreement by:
- (a) seeking an order for specific performance of the Agreement;
 - (b) any other means specified in this Agreement; or
 - (c) any means specified in the *Community Charter* or the *Local Government Act*,
- and the City's resort to any remedy for a breach of this Agreement does not limit its right to resort to any other remedy available at law or in equity.

Statutory Authority Retained

39. 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

40. The Owner hereby releases, indemnifies and saves the City, its officers, employees, elected officials, agents and assigns harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the existence or effect of any of the restrictions or requirements in this Agreement, or the breach or non-performance by the Owner of any term or provision of this Agreement, or by reason of any work or action of the Owner in performance of its obligations

under this Agreement or by reason of any wrongful act or omission, default, or negligence of the Owner.

41. In no case shall the City be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Land; or
- (b) any loss or damage of any nature whatsoever, howsoever caused to the Land, or any improvements or personal property thereon belonging to the Owner or to any other person,

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

No Waiver

42. 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

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

Headings

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

Appendices

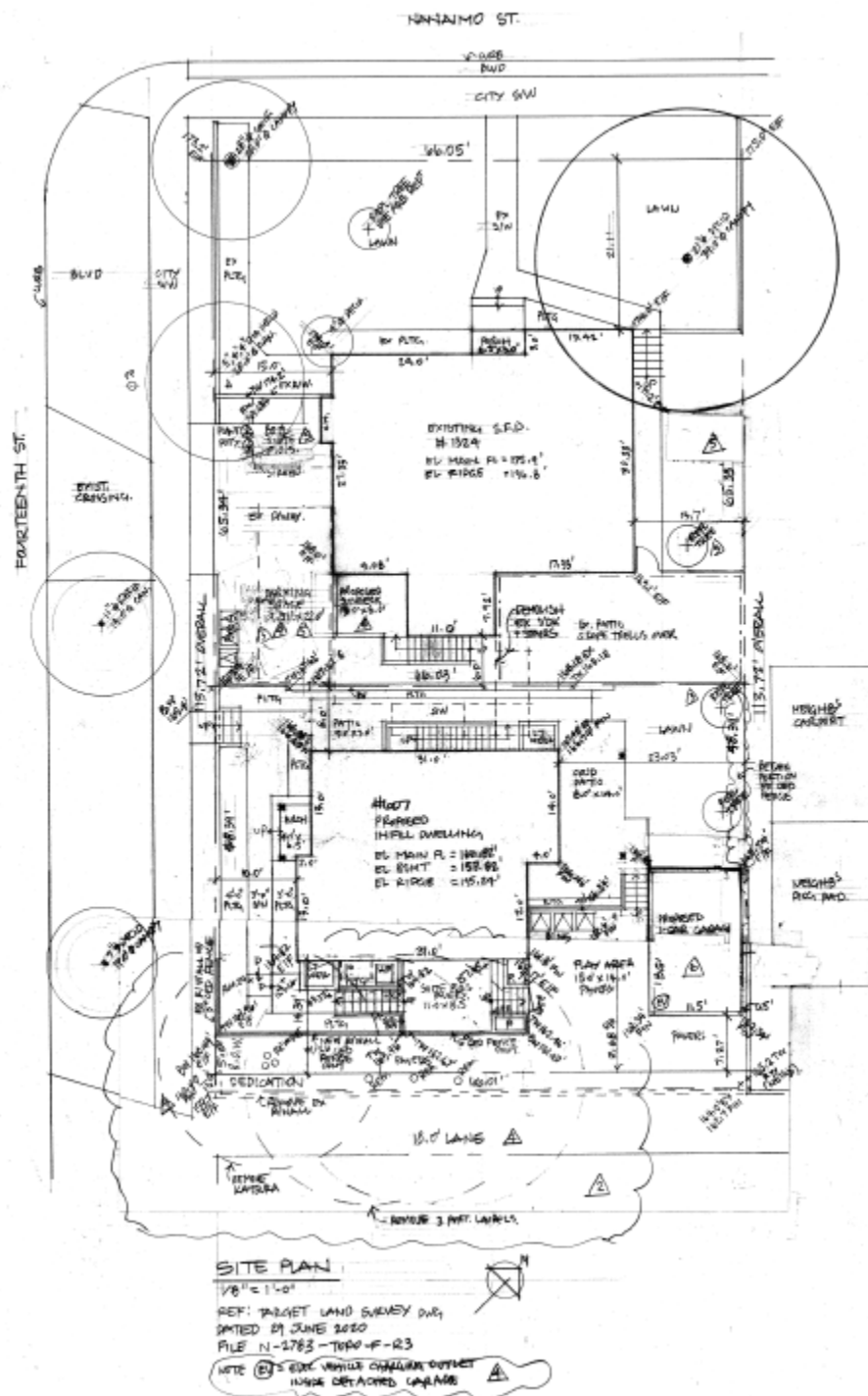
45. All appendices to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

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

APPENDIX 1

SITE PLAN



APPENDIX 2
CONSERVATION PLANS

HERITAGE CONSERVATION PLAN

1324 Nanaimo Street, New Westminster BC
Claude and Ruth Larson House ~ 1944



CONSERVATION OBJECTIVE

The Claude and Ruth Larson Residence will continue on its original site with its single-detached, residential use. The heritage house will retain its corner location on Nanaimo and Fourteenth but may undergo some alterations or removal at the back to accommodate adequate setbacks for the subdivision of the southern portion of its original lot as part of a heritage retention development incentive.

Restoration is the objective for extant original exterior elements which require basic maintenance and repair.

BUILDING DESCRIPTION

The Claude and Ruth Larson Residence is a one and one-half storey (plus basement), wood-framed house with embellished facade and side elevations. It has a steeply pitched main gable roof, ridgeline parallel to the street with an intersecting medium pitched gable on the front in the form of a projecting vestibule.

The building style, English Revival bungalow, was widely featured in period catalogues of prefabricated homes—from companies such as Sears in the first half the 20th century and was especially popular in the 1930s and 40s. The bungalow's informal, cottage-like scale, asymmetrical massing and horizontal orientation made it a popular design within the revival architectural trend in the Lower Mainland during these decades.

The exterior features stucco cladding on all levels. Simple, square-edge exterior trims are framed with a back band moulding around windows, doors and at fascia boards. Wood segment-top windows (casement and double hung varieties) in varying assortments of single, double and triple bands are present on all four elevations. The facade windows on the main level feature divided-light, leaded upper sashes with art glass. On the facade there is also a round, leaded glass window at the projecting gable, upper level.

Roofs feature design elements common to the English Revival bungalow tradition including restrained overhangs and a combination of steep and medium slopes.

CONDITION ASSESSMENT

Overall the building is generally in good condition and no immediate work is needed to stabilize the building.

a. Structure

The exterior building lines are true to the eye, there is no visual evidence of structural distortion or obvious failures.

b. Foundations and Masonry

Concrete foundations appear sound and there is no evidence of moisture damage in the basement. Both interior and end wall chimneys are presenting some mortar failure and are in need of eventual repointing.

c. General Wood Elements

Non-invasive inspection did not expose any areas of rot in wood elements. Facia boards and all windows sills are in poor condition requiring eventual detailed repair, caulking and repainting.

d. Roofing

The roof, which is currently covered in contemporary asphalt roofing shingles, will be soon in need of replacement due to its deteriorated state and age (over 20 years) although it is currently intact and not leaking. Rainwater works are deteriorated and need eventual replacement. Attic spaces do not appear to have sufficient Code required venting.

e. Windows and Doors

Original wood windows, present on all levels and elevations, appear to be in good condition overall, requiring eventual general maintenance. The only exception is the round window at the gable peak above the entrance which has bowed and needs eventual repair as does its hardware and opening mechanism. Windows at the basement level are a combination of replacement sashes and new units. The back (south) of the house has a mix of original wood windows on the second floor and aluminum windows on upper level dormer. The wooden front door with cottage style hardware are in restorable condition. Window and door frames are in poor condition requiring eventual detailed repair, caulking and repainting. Special attention should be directed to the areas where the back band moulding and the stucco cladding meet to make sure there is no undetected moisture penetration or wood rot. Some of the deteriorated back band mouldings will need replacing in kind. A thorough re-caulking job around all windows and doors (including proper removal of old caulking) is necessary both at the carpentry and painting stage of the trim restoration.

f. Cladding

The stucco cladding is generally in good condition. There are some areas in the soffits where small pieces have fallen off. These areas should be investigated and eventually repaired.

RECOMMENDED CONSERVATION PROCEDURES

The following procedures are according to conservation standards for historic buildings as established by the Parks Canada, Historic Places Initiative (HPI) and listed in Standards & Guidelines for the Conservation of Historic Places in Canada.

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.

a. Structure - Preservation:

- As no change is planned for the existing house, its form and framing on the north, east and west should be preserved (protected, maintained and stabilized). The back side of the house has several additions (sunroom addition, dormer*, deck and garage under deck) which could be removed or altered as per subdivision requirements.

*If the dormer is to be retained it should maintain its wood siding cladding as it was originally designed in the late 1960s, painted in the same colour of the house body. New windows on the dormer, if existing aluminum windows fail, could be wood or aluminum.

b. Roof and Rainwater Works - Rehabilitation:

- The existing roof is over 20 years old and should be replaced with a similar style asphalt shingle roof. The roof colour should be significantly darker than the body of the house.
- Replace rainwater works with continuous aluminum square downspouts in body or trim colour

c. Masonry and Foundation – Reconstruction and Preservation:

- Repair and repoint deteriorated chimneys. Remove stucco from end-wall chimney to reveal and restore its brick construction

- Preserve stucco cladding repairing with care where needed
- Preserve concrete front steps repairing with care where needed

d. Trimwork and fascia boards - Restoration:

- Repair or replace in kind (wood species, profile and finish) deteriorated or damaged exterior trims, only where and if beyond repair.
- Epoxy consolidants (Rot-Fix or equal) are acceptable for in situ repair of wood members

e. Front Porch - Preservation & Restoration:

- Preserve and retain front porch elements and organization

f. Windows and Doors - Restoration:

- Original wood casement windows and art glass windows are to be retained in their original locations and repaired as necessary by a knowledgeable tradesperson who understands old windows, their construction and repair. Installing interior or exterior storm windows to improve energy efficiency is an option if required.
- An alteration at the ground level entrance on the west side of the house introduced a highly visible fiberglass door and glass block window - modern elements that clash with the consistency of the otherwise original wooden doors and windows on the other visible elevations. The recommended strategy here would be the eventual replacement of this newer current door and glass block window with replica wooden assemblies - a wooden segment-top window (double or single) to replace the glass block window, (replicating one of the windows above on this same elevation) and a wooden age-appropriate entry door. If the chosen replica door has panelling or glazing it should replicate the front door long vertical panels and arched light.

g. Finishes - Restoration:

- The current colour scheme could be maintained although when restoration work is carried out on the house an opportunity arises to reintroduce an authentic historical 1940s exterior paint scheme. Mid-Century colour palettes have been researched and produced by companies such as California Paints or Sherwin Williams.

A potential colour scheme, appropriate both to the age and design of the house, by California Paints from its Mid-Century Modern Colors 1940 - 1960 palette could be:



Body: Bauhaus (light pearl-grey)



Trim and front door: Greenberg



Window sash and back band trim: Gropius White
(glossy on window sash)

The roof colour should be significantly darker than the body of the house. To match the above scheme it could be black or a dark grey.

FUTURE CHANGES

Changes to the building configuration, especially additions, should be carefully considered for minimal affect on the Heritage Values as embodied in the Character-Defining Elements (CDE) listed in the Statement of Significance.

Proposed changes to the house would be acceptable at the back of the house. The existing rear additions at the back (sunroom addition, dormer*, deck and garage under deck)) are not visible from the principle street and thus could be retained or removed.

*If the dormer is to be retained it should maintain its wood siding cladding as it was originally designed in the late 1960s, painted in the same colour of the house body. New windows on the dormer, if existing aluminum windows fail, could be wood or aluminum.

The changes listed below are considered reasonable interventions given generally accepted conservation standards, rehabilitation needs for proposed uses and site conditions, technical and deterioration shortcomings, and the realities of achieving heritage retention through development incentives.

Proposed Alterations:

- Excavate the front yard on the eastern side of the house to provide an off site parking space at this side of the house in lieu of possible garage loss at the back of the house

MAINTENANCE PLAN

Following completion of the conservation works, 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 an acceptable level or condition to which the heritage building is maintained through the Heritage Maintenance Bylaw. As with the Heritage Conservation Plan, such maintenance standards apply only to the building exterior.

As general upkeep is frequently overlooked and will lead to deterioration of heritage resources, maintenance standards warrant special attention. Any building should be kept in a reasonable condition so it continues to function properly without incurring major expenses to repair deterioration from neglect. To avoid compounding problems a continuity of informed supervision of assessments and repairs is essential.

A periodic Condition Survey by a Heritage Professional will enable the owner to anticipate and budget for upcoming repair or replacement work. The most frequent source of deterioration problems are from poorly maintained roofs, rainwater works and destructive pests.

Establish a maintenance plan using the information below:

Maintenance Checklist:

a. Site

- Ensure site runoff drainage directed away from buildings.
- Maintain min. 2 foot clearance between vegetation and building face and a 12 inch wide gravel strip against the foundation in planted areas.
- Do not permit vegetation (vines, etc.) to attach to the building.
- Keep tree branches pruned so they don't overhang roofs.
- Ensure roots from large trees to not stress and deform building foundation, or damage perimeter drainage piping.

b. Foundation

- Review exterior, and interior where visible, for signs of undue settlement, deformation or cracking of foundation and if encountered seek advice from Professional Engineer.

- Ensure perimeter drainage piping is functioning satisfactorily by flushing and/or professional inspection every 3-5 years.
- Inspect basement interior for signs of moisture migrating through foundation walls or the slab-on-grade in the form of efflorescence (a white powder on concrete) or staining of finishes. A "smell test" for musty air can indicate a moisture problem.

c. Masonry

- Review structural integrity for deformation, leaning, cracked bricks and if encountered seek advice from Professional Engineer as may be related to foundation problem.

d. Wood Elements

- In the wet coastal climate of British Columbia maintaining integrity of exterior wood elements is critical in preventing water ingress into buildings.
- Annually inspect wood elements for signs of deterioration mechanisms, identify source of problem and take corrective repair/replacement action:
 - o wood in contact with ground or plantings;
 - o excessive cupping, loose knots, cracks or splits;
 - o open wood-to-wood joints or loose/missing fasteners;
 - o attack from biological growth (moss, moulds, etc.) or infestations (carpenter ants, etc.);
 - o animal damage or accumulations (chewed holes, nesting, bird/rodent droppings) USE
 - o signs of water ingress (rot, staining, mould, infestation).
- Closely inspect highly exposed wood elements such as porches, railings and stairs for deterioration. Anticipate replacement in kind of these elements every 10-15 years.
- Inspect paint finishes every 3-5 years and expect full repainting every 7-10 years. Look for:
 - o bubbling, cracks, "alligatoring" or crazing, wrinkles, flaking, peeling or powdering;
 - o excessive fading of colours, especially dark tones;
- Note repainting shall be in historic colours approved for the HRA unless altered by Heritage Alteration Permit (HAP) issued by the Local Authority.

- Inspect visible caulking joints for continuity and shrinkage. Expect to redo caulking every 3-5 years.
- Review metal flashings to ensure water runoff properly directed to the exterior and that flashing joints are intact.

e. Windows and Doors

- Annually check integrity of window glazing putty for drying, cracking or loss.
- 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.

f. Roofing and Rainwater Works

- Inspect roof condition every 5 years, looking for:
 - o loose, split or missing shingles, especially at edges, ridges and hips;
 - o excessive biological growth (moss) and/or accumulation of debris from adjacent trees;
 - o flashings functioning properly to shed water down slope, especially at chimney.
- Remove roof debris and moss with gentle sweeping and low-pressure hose.
- Plan for roof replacement at 18-22 years or longer.
- Annually inspect and clean gutters, flush out downpipes. Ensure gutters positively slope to downpipes, there are no leaks or water splashing onto building.
- Ensure gutter hangers and rainwater system elements intact and secure.
- Ensure downpipes inserted into collection piping stub-outs at grade and/or directed away from building onto concrete splash pads.

g. General Cleaning

- Building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from ground.

- Cleaning prevents buildup 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 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 into wall assemblies and lead to bigger problems.

Addendum
1324 Nanaimo Street
New Westminster, BC

July 14, 2020

With permission from Elana Zysblat, who wrote the Heritage Conservation Plan (the Plan) for 1324 Nanaimo Street in 2015, Julie Schueck Heritage Consulting has reviewed the Plan against the new Heritage Revitalization Agreement (HRA) proposal and has identified the following updates. The other items in the Plan which are not referenced in this addendum, remain valid.

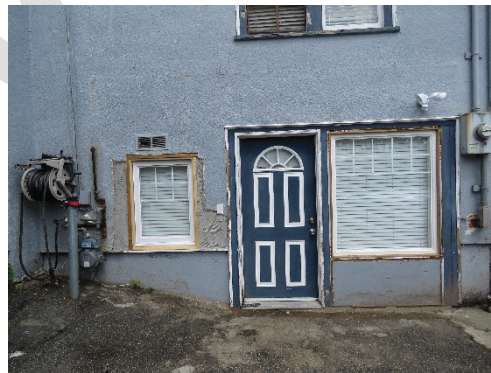
Non-historic Windows

The Heritage Conservation Plan identifies that the basement-level windows are a combination of replacement sashes and new windows. Since the writing of the Plan, the two basement windows adjacent to the door of the secondary suite (on the southwest elevation adjacent Thirteenth Street) and the basement window on the rear (southeast) elevation, have all failed and required immediate replacement. They were removed in July 2020 and replaced with new windows. Note that the window to the left of the door has been enlarged (see photos below).

Given that these windows were not historic and were not in keeping with the historic design of the house, the Heritage Conservation Plan identified that they should be replaced with more appropriate and compatible new windows. The new windows installed this month do not conform to the Heritage Conservation Plan and the applicant is willing to replace them with windows that replicate the historic style and pattern of the historic windows.



Non-historic windows, before replacement (March 2020)



Replacement windows. (July 2020)

July 2020

1

Historic Windows and Front Door

As noted in the Heritage Conservation Plan, most of the window sills and frames of the historic windows are in poor condition and require repair. All of the historic windows and the original front door should be assessed by a qualified historic window/door expert. It is important that a company with good experience restoring historic windows and doors be engaged for this work. It is equally important that a company that primarily does reproduction work is not hired, as they will not have the experience required. The windows and front door look to be repairable and can be made energy efficient if requested, without damaging the physical elements that give them their historic character and value. In some cases, an experienced restoration company will do an assessment without charge if there is a possibility that they will be awarded the contract.

The most qualified window/door restoration companies, in the opinion of this author, are:

Vintage Woodworks

Rusty Hadley

604-767-4080

rusty@vintagewoodworks.ca

Sashmasters Windows and Doors

Jordan Lipsett

604-783-4700

heritagewindow@gmail.com

Exterior Colour Scheme

The colour scheme, using colours from California Paints, suggested in the Heritage Conservation Plan is:

Body: Bauhaus (light pearl grey)

Trim and Front Door: Greenberg (dark green/blue)

Window Sash and Back Band Trim: Gropius White (glossy on window sash)

Roof: Black or dark grey

Since the writing of the Plan, a sample of an earlier paint colour on the stucco has been found. It is a white colour; therefore, the following exterior colour scheme, also using California Paints¹, is now proposed:

Body: Modern White or Gropius White

Trim and Front Door: Greenberg (dark green/blue)

Window Sash & Back Band Trim: Film Noir (black - glossy on window sash)

Roof: Black or dark grey

Please note that the brand of the paint is less important than the quality of the paint. Additionally, the proper preparation of the surfaces and the expertise with which the paint is applied is also particularly important. A professional painter with experience painting historic buildings, and in particular stucco, should be retained when the building is ready to be painted.



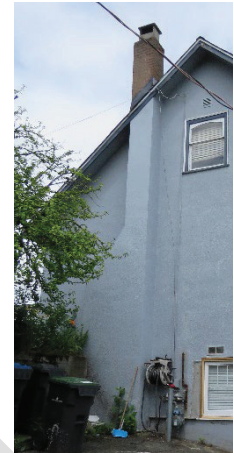
¹ <https://www.californiapaints.com/find-my-color/digital-fan-deck/>

Roof

The Heritage Conservation Plan stated that the asphalt roof was in poor condition. It appears that this roof was replaced at some point between 2015 and 2020. The current roof is in good condition and need only be maintained until it needs replacing.

Chimney

The chimney is clad in stucco. As the stucco matches that on the house, it would have been applied at the same time, thus giving it equal heritage value. The Plan suggests removing the stucco from the chimney to expose the brick, and while a valid suggestion, experience has shown that removing stucco from brick can result in damage to the brick. It is the recommendation of this author that the stucco remain on the chimney because of its historic value and to protect the brick from unintentional damage that removing the stucco might cause.



Off-street Parking

The Plan suggests excavating the front yard and providing off-street parking on the (north)east side of the house. This would require a new crossing over the sidewalk along Nanaimo Street and would not be suitable. Off-street parking should continue to be accessed from Thirteenth Street, or the requirement for parking for the heritage house be relaxed through the HRA. Off-street parking for the new house would be from the rear lane.

Other

Wiring: there is some wiring from past updates that is currently attached to the exterior of the house. The applicant would like to relocate these wires, where appropriate, to a less obvious place.



Soffit repair: some of the soffits are in need of repair and this work will be carried out in the short term.



Current Photographs: July 2020 by Julie Schueck



Front (northwest) Elevation



Rear (southeast) Elevation



Side (southwest) Elevation



Side (northeast) Elevation

Addendum #2
1324 Nanaimo Street
New Westminster, BC

December 17, 2020

With permission from Elana Zysblat, who wrote the Heritage Conservation Plan (the Plan) for 1324 Nanaimo Street in 2015, Julie Schueck of Schueck Heritage Consulting reviewed the Plan against the new Heritage Revitalization Agreement (HRA) proposal and provided an Addendum dated July 15, 2020. Since that time, more information has come forward regarding the paint scheme.

Exterior Colour Scheme

The colour scheme, using colours from California Paints, suggested in the Heritage Conservation Plan was:

Body:	Bauhaus (light pearl grey)
Trim and Front Door:	Greenberg (dark green/blue)
Window Sash & Back Band:	Gropius White (glossy on window sash)
Roof:	Black or dark grey

After the discovery of a sample of an earlier paint colour on the stucco, the applicant asked for the option of using this white colour for the stucco. As a result, Addendum #1 identified the following paint scheme, also based on the California Paint palette.

Body:	Modern White or Gropius White
Trim and Front Door:	Greenberg (dark green/blue)
Window Sash & Back Band:	Film Noir (black - glossy on window sash)
Roof:	Black or dark grey

California Paints is not available in Canada. Therefore, the colour schemes above have been matched to paints available through Sherwin Williams. As noted in the first Addendum, it is the quality of the paint that is important rather than the brand of the paint. Sherwin Williams is a good quality and is appropriate to use for this project. The following paint scheme, using Sherwin Williams, is recommended:

Body:	SW 7551 Greek Villa <u>or</u> SW 7757 High Reflective White
Trim and Doors:	SW6482 Cape Verde
Window Sash & Back Band:	SW 6258 Tricorn Black
Roof:	Black or dark grey

Julie Schueck

December 2020

1


julie@schueckconsulting.com

APPENDIX 3

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 1324 Nanaimo Street

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

Registered Professional's Name

Address

Telephone No.

Signature or Seal

APPENDIX 4

CERTIFICATION OF REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 1324 Nanaimo Street

I hereby give assurance that I have fulfilled my obligations for field review as indicated in my letter to the City of New Westminster dated _____ in relation to the captioned property, and that the architectural components of the work comply in all material respects with the requirements of Appendix 2 (Conservation Plans) 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.

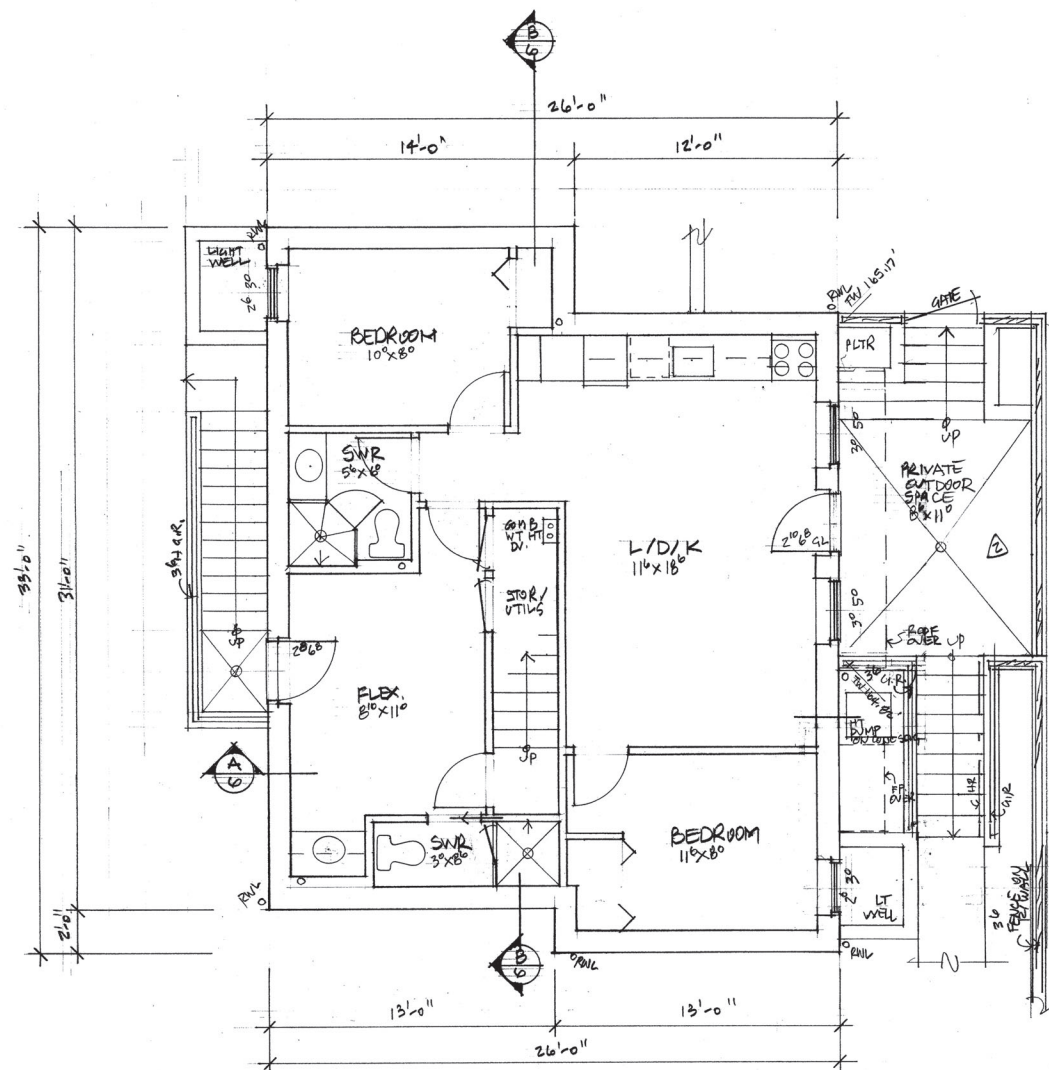
Registered Professional's Name

Address

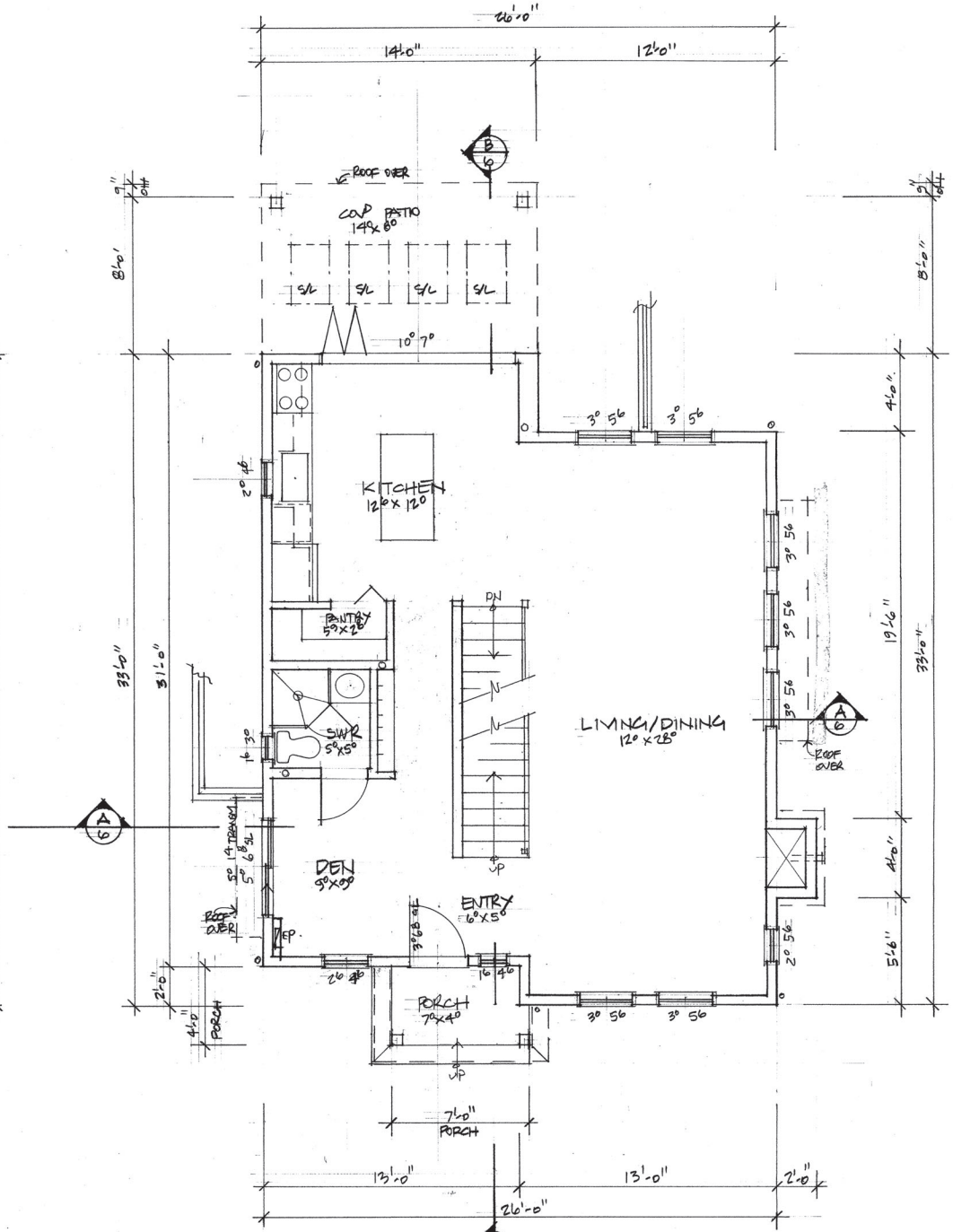
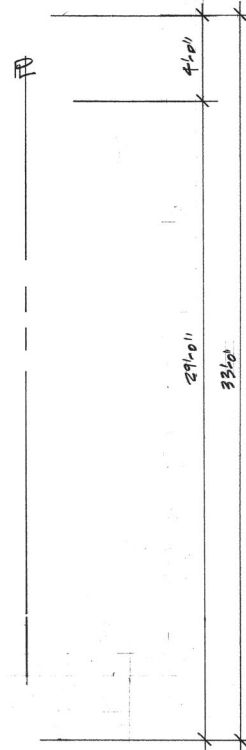
Telephone No.

Signature or Seal

APPENDIX 5
APPROVED PLANS



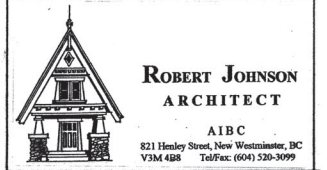
BASEMENT PLAN
 1/4" = 1'-0" 784.0 sq. ft. GROSS
 119.56 sq. ft. FSR
 SUITE: 558.0 sq. ft.
 HEAT = ELECT. BASEBOARD.
 HOT WATER = COMBO TANKLESS WTR. HTR.



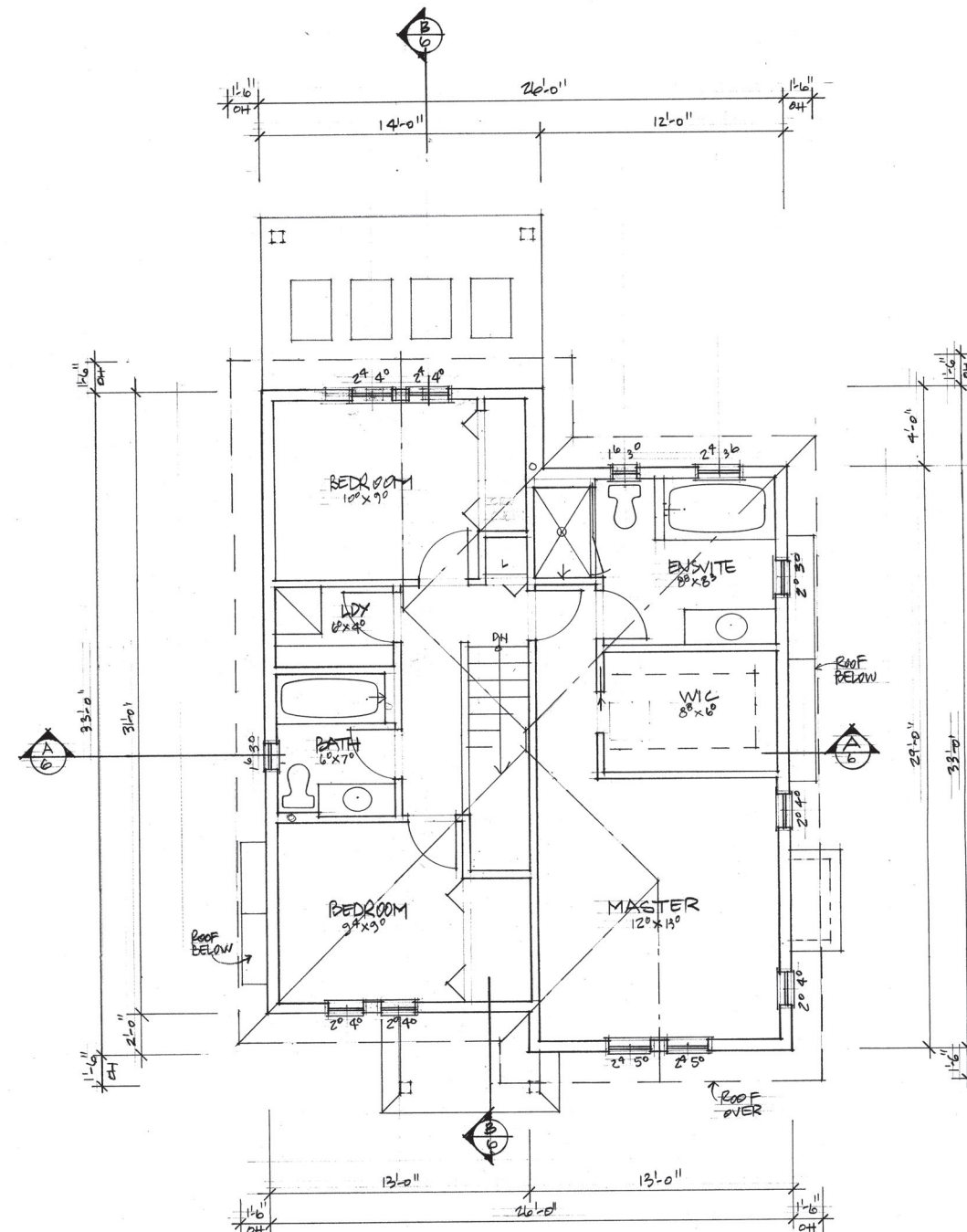
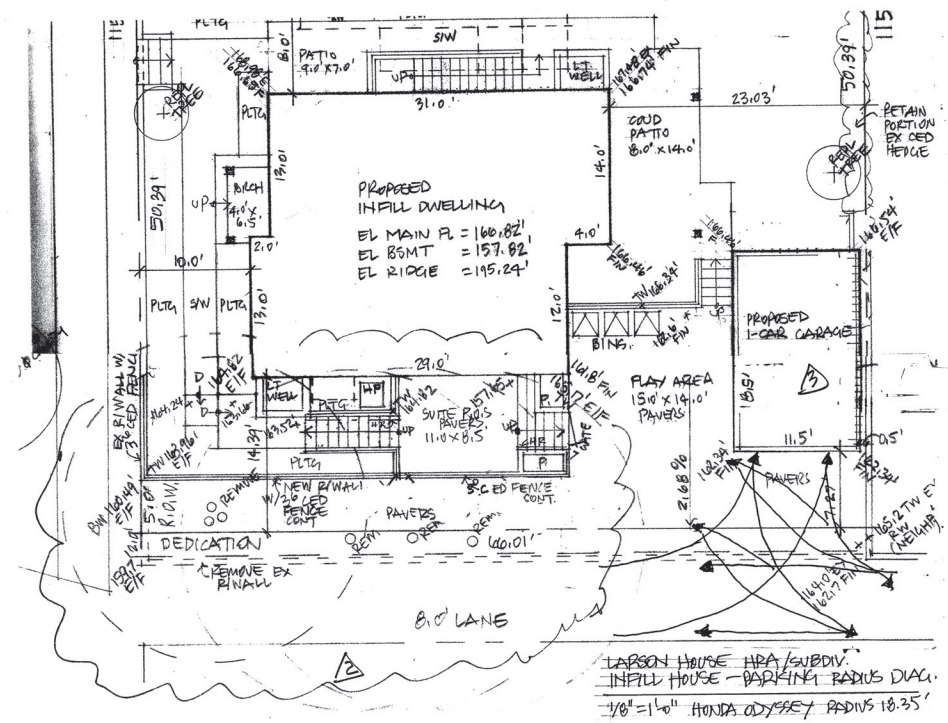
MAIN FLOOR PLAN
 1/4" = 1'-0" 784.0 sq. ft. GROSS
 HEAT = IN FLOOR HYDRONIC RADIANT.
 HOT WATER = COMBO TANKLESS WTR. HTR.
 HVAC HEAT PUMP.

2. REV. + RE-155P 10/22
 1. REV. 1550 + ISSD FOR HRA 10/22

LARSON HOUSE
 HRA / SUBDIVISION

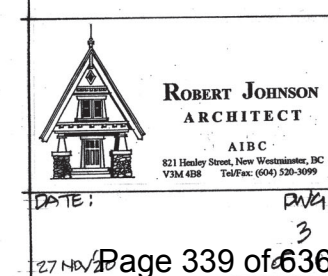


DATE: 27 NOV 20
 DWG: 2
 Page 338 of 636



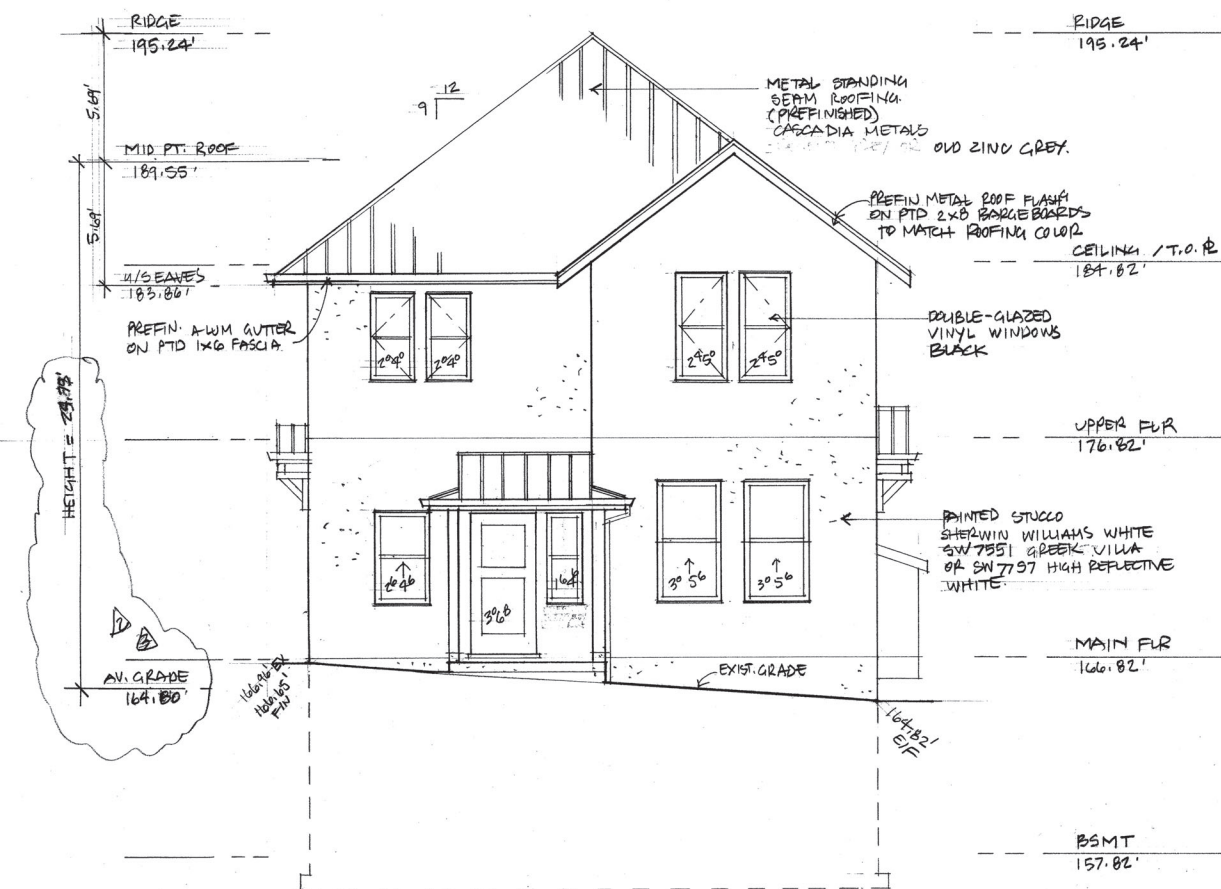
3. REV + RE-156D 16 FE 22
 2. REV + RE-156D 20 SE 21
 1. REV + 156D FOR HRA 16 DE 20

LARSON HOUSE
 HRA/ SUBDIVISION

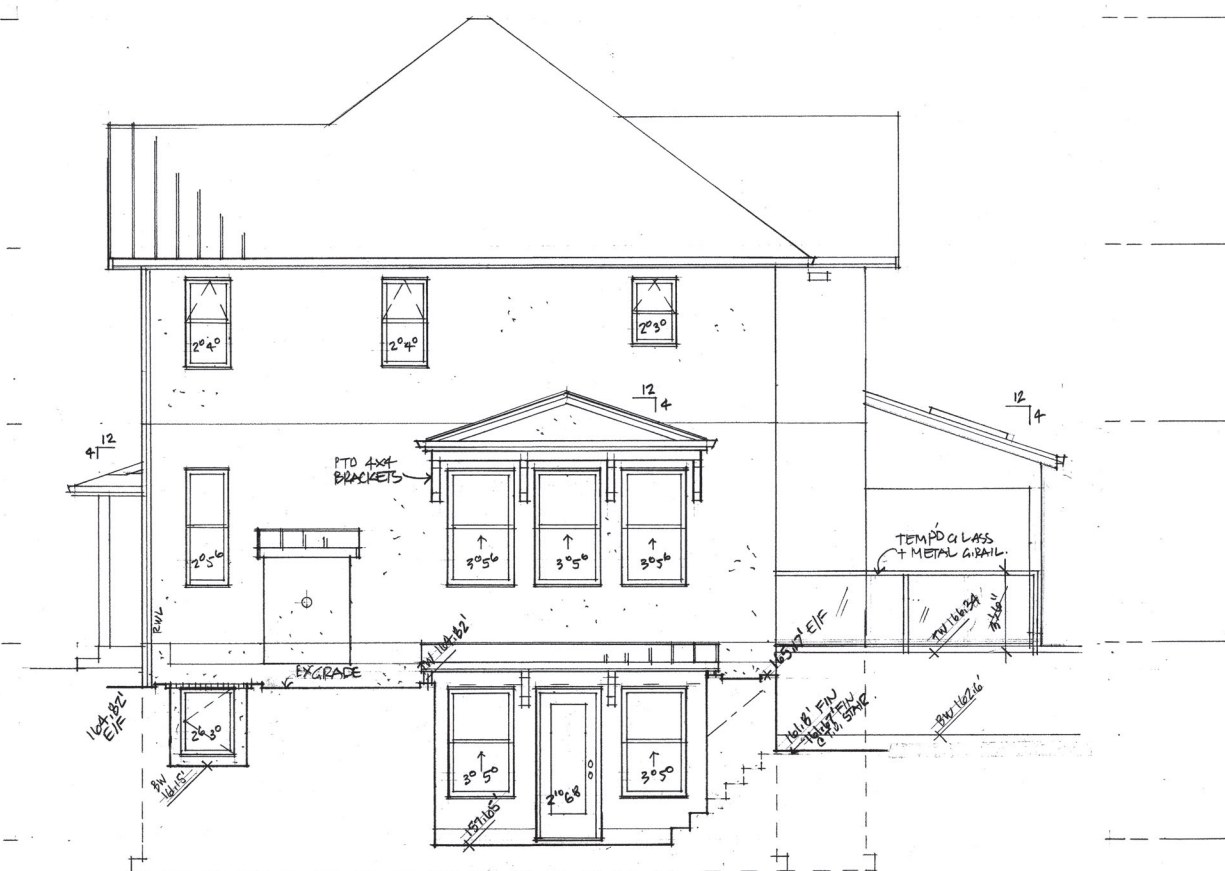


ROBERT JOHNSON
 ARCHITECT
 AIBC
 821 Healey Street, New Westminster, BC
 V3M 4B8 Tel/Fax: (604) 520-3099

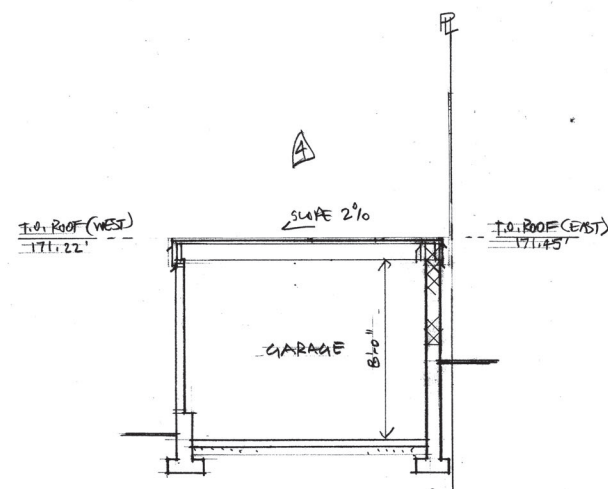
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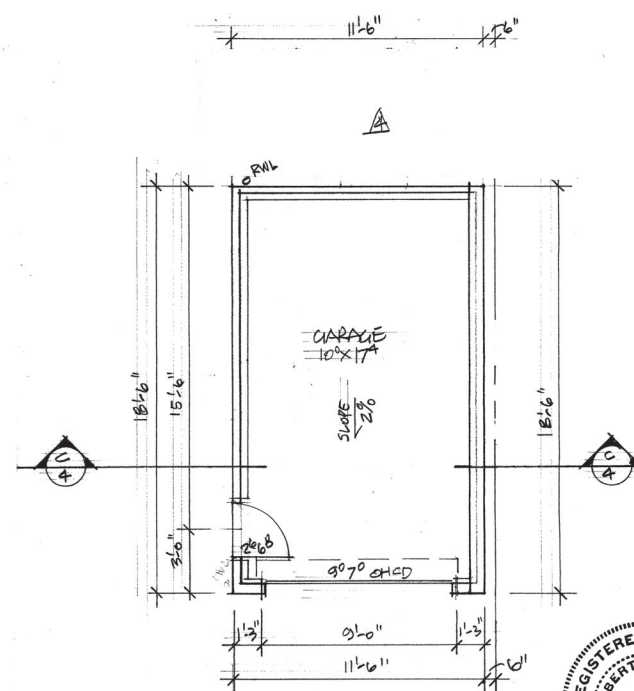
SOUTH WEST (FRONT) ELEVATION
1/4" = 1'-0"



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



GARAGE-SECTION C-C
1/4" = 1'-0"



GARAGE-PLAN
1/4" = 1'-0"

- 4. REV'D + RE-ISS'D 16 FE 22
- 3. REV'D + RE-ISS'D 10 DE 21
- 2. REV'D + RE-ISS'D 20 SE 21
- 1. REV'D + ISS'D FOR HRA 16 DE 20

LARSON HOUSE
HRA / SUBDIVISION



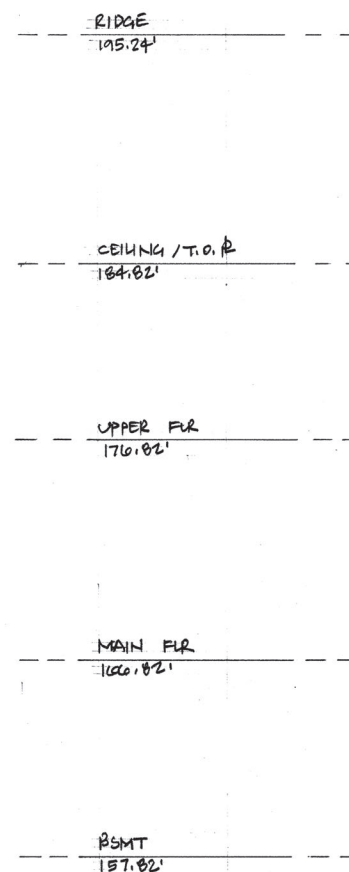
ROBERT JOHNSON
ARCHITECT
AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 326-3099

DATE: 27 Nov 20
DWG: 18 DE 21
Page 340 of 636

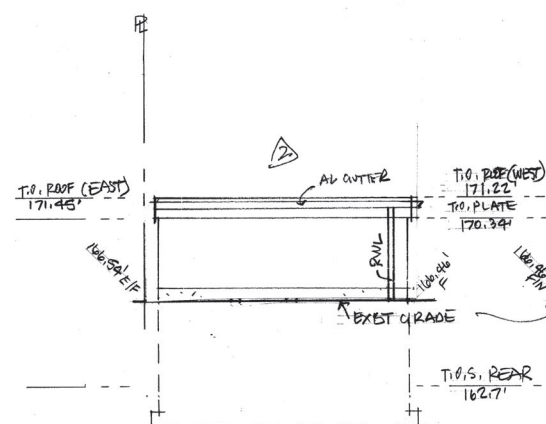




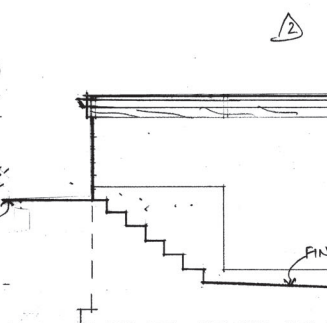
NORTHEAST ELEVATION
1/4" = 1'-0"



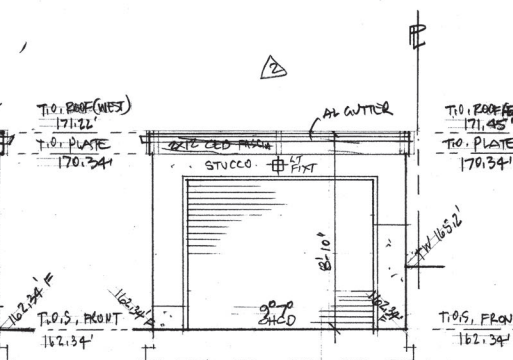
NORTHWEST ELEVATION
1/4" = 1'-0"



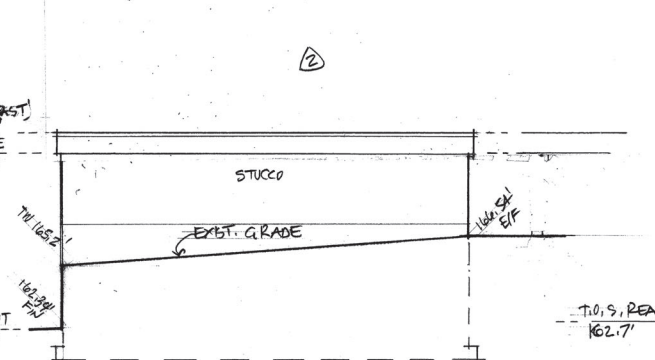
GARAGE -
NORTHWEST ELEVATION
1/4" = 1'-0"



GARAGE -
SOUTHWEST ELEVATION
1/4" = 1'-0"



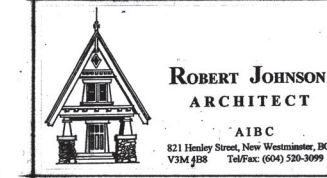
GARAGE -
SOUTHEAST ELEVATION
1/4" = 1'-0"



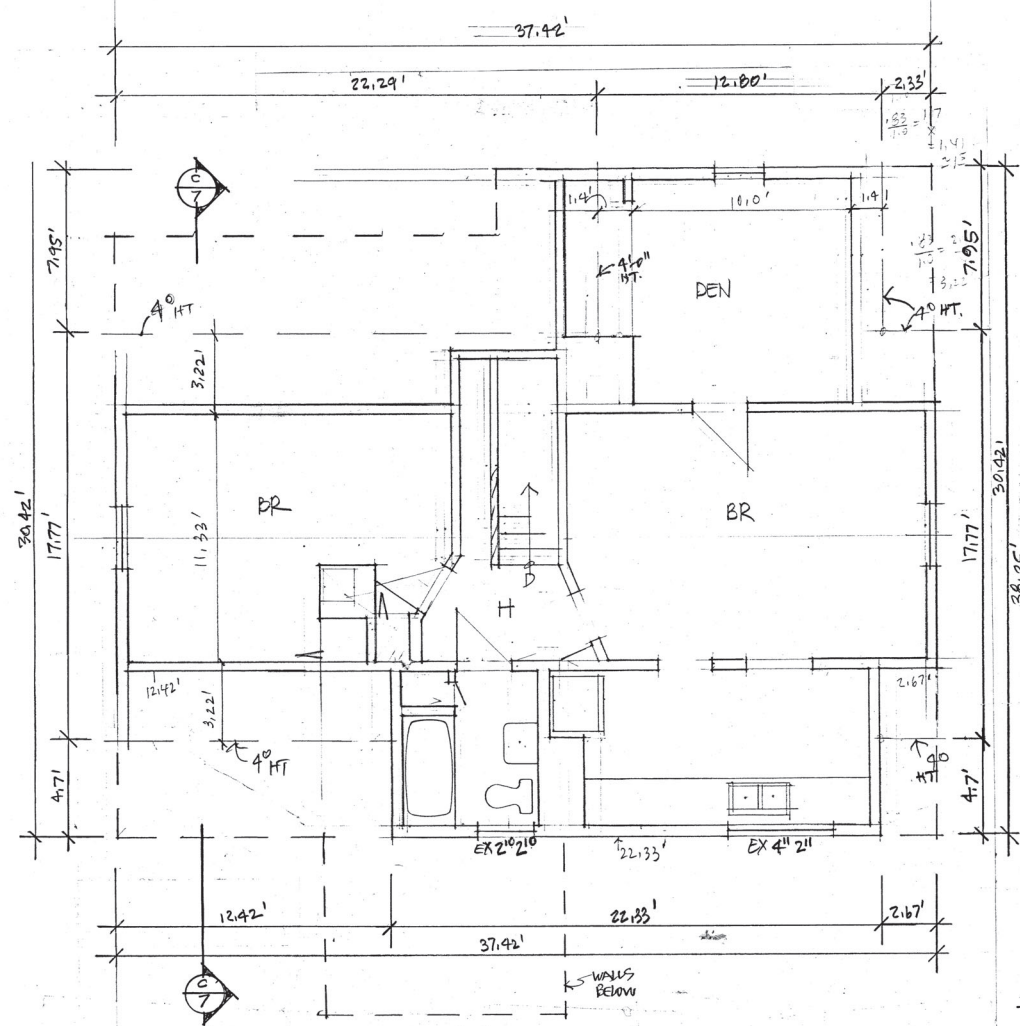
GARAGE -
NORTHEAST ELEVATION
1/4" = 1'-0"

2. REV + RE-155P 16 FE 22
1. REV + ISSD FOR HRA 16 DE 20

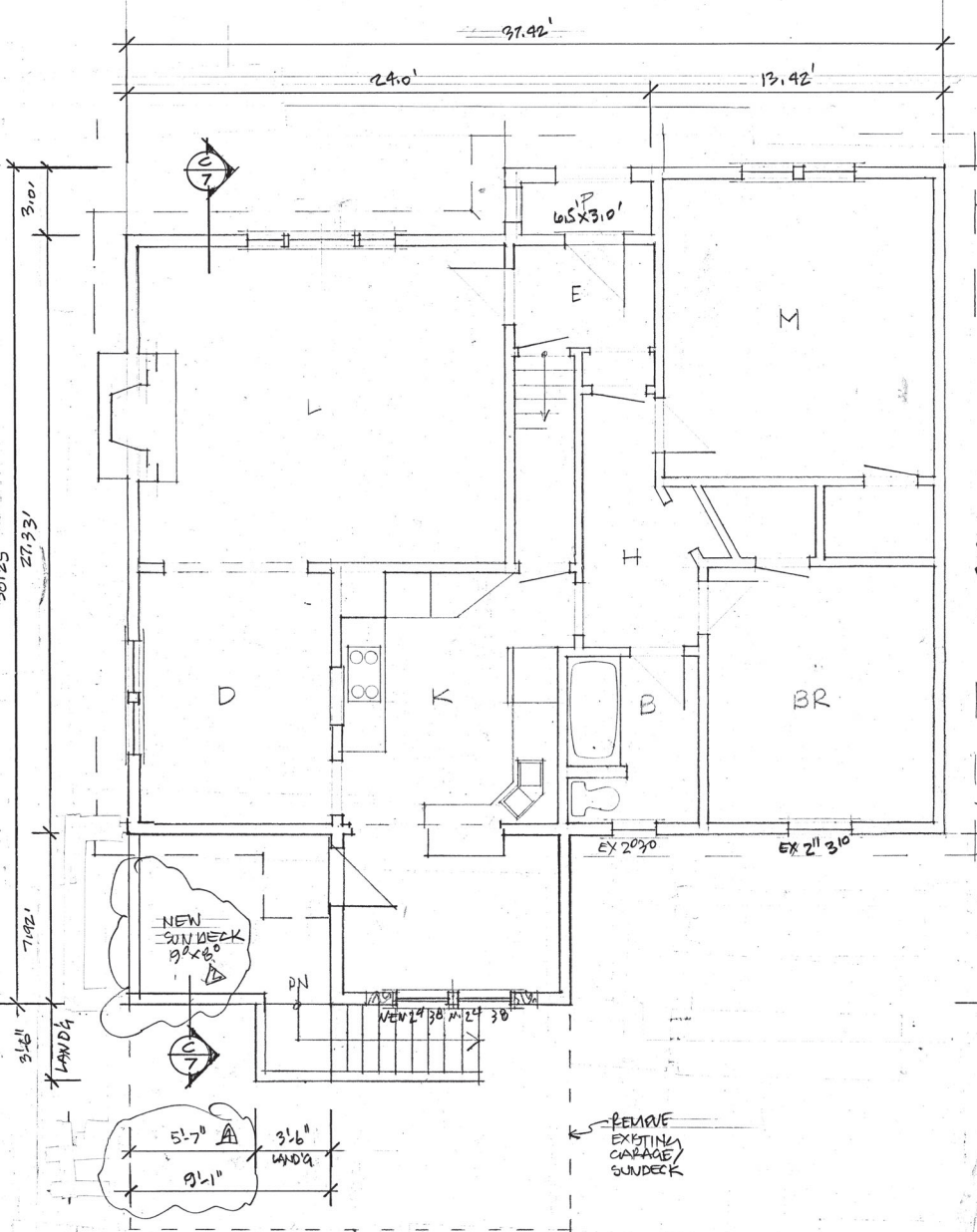
LARSON HOUSE
HRA / SUBDIVISION



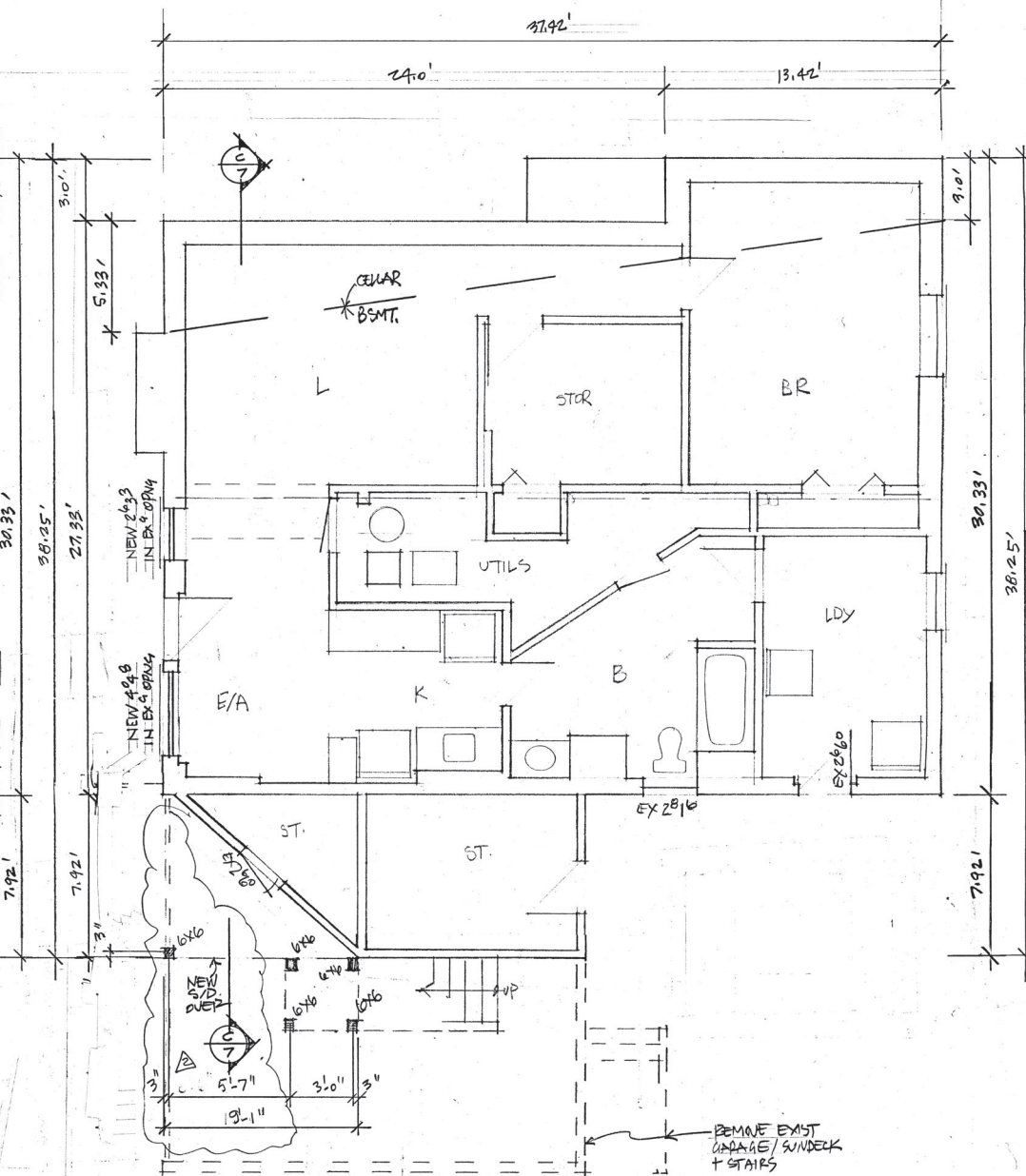
DATE: 27 NOV 20 DWG: 5
Page 341 of 636



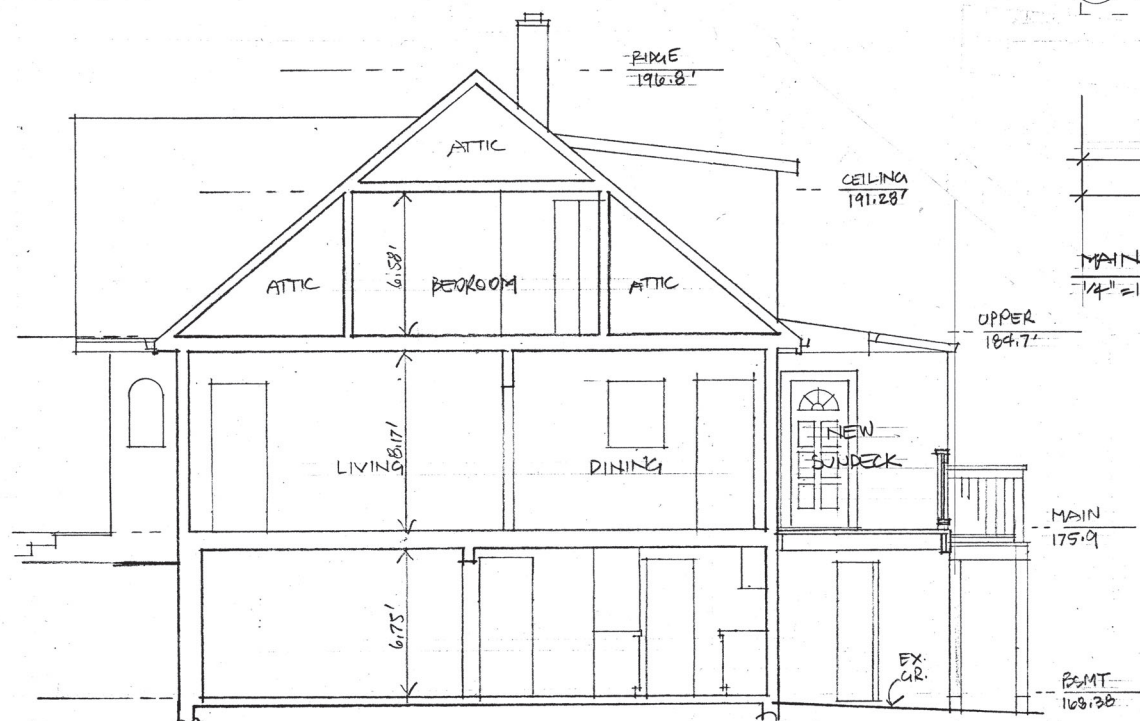
UPPER FLOOR PLAN - NO CHANGES
1/4" = 1'-0"



MAIN FLOOR PLAN -
1/4" = 1'-0"



BASEMENT PLAN
1/4" = 1'-0"
SUITE = 873.8 sq ft

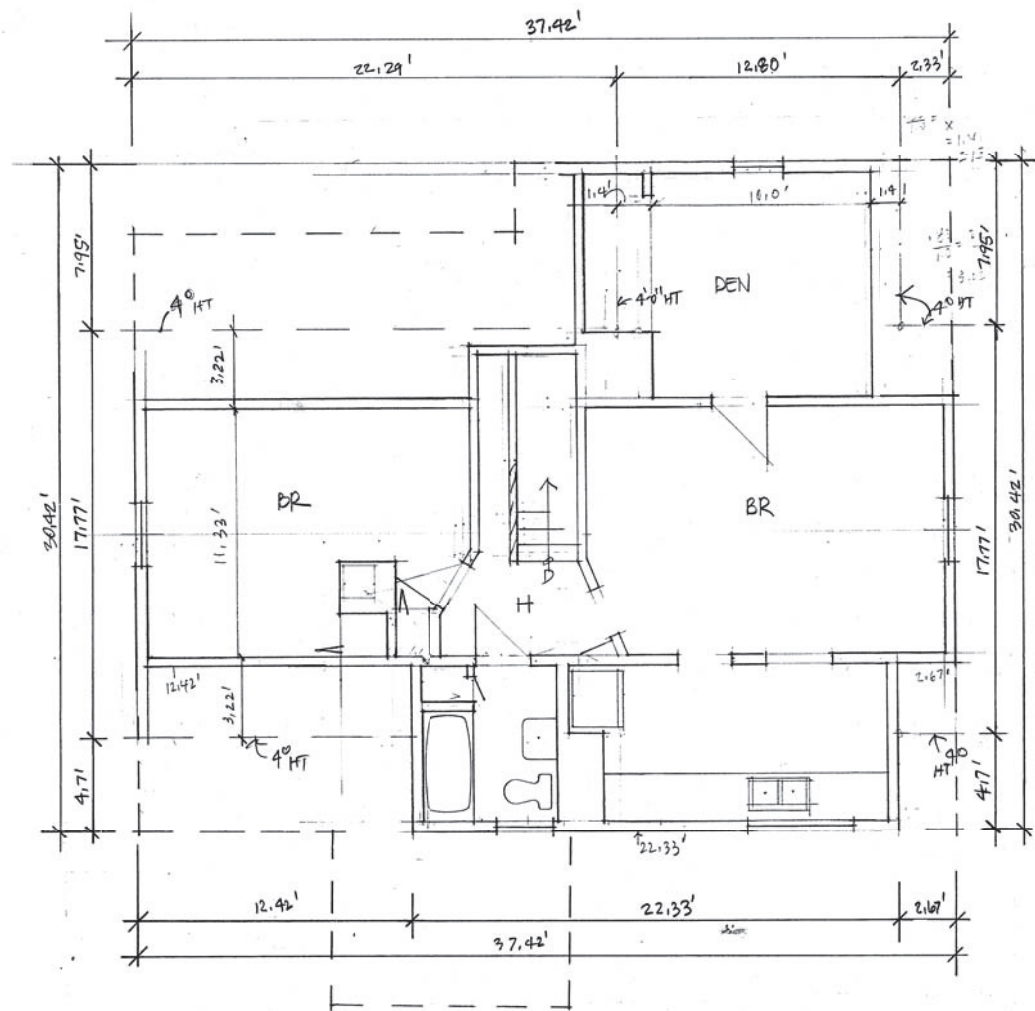


SECTION C-C
1/4" = 1'-0"

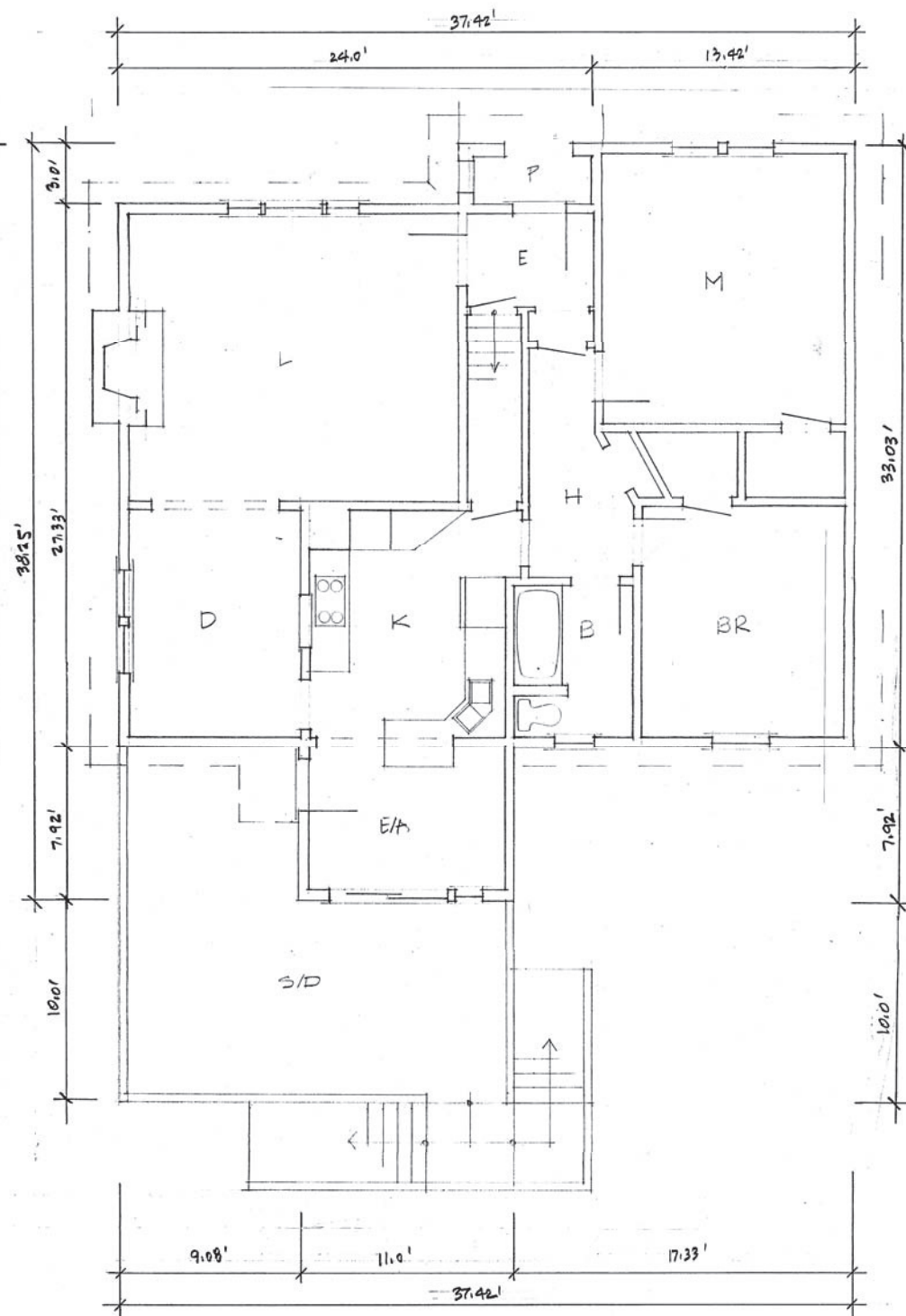


ROBERT JOHNSON
ARCHITECT
AIBC
821 Hendry Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

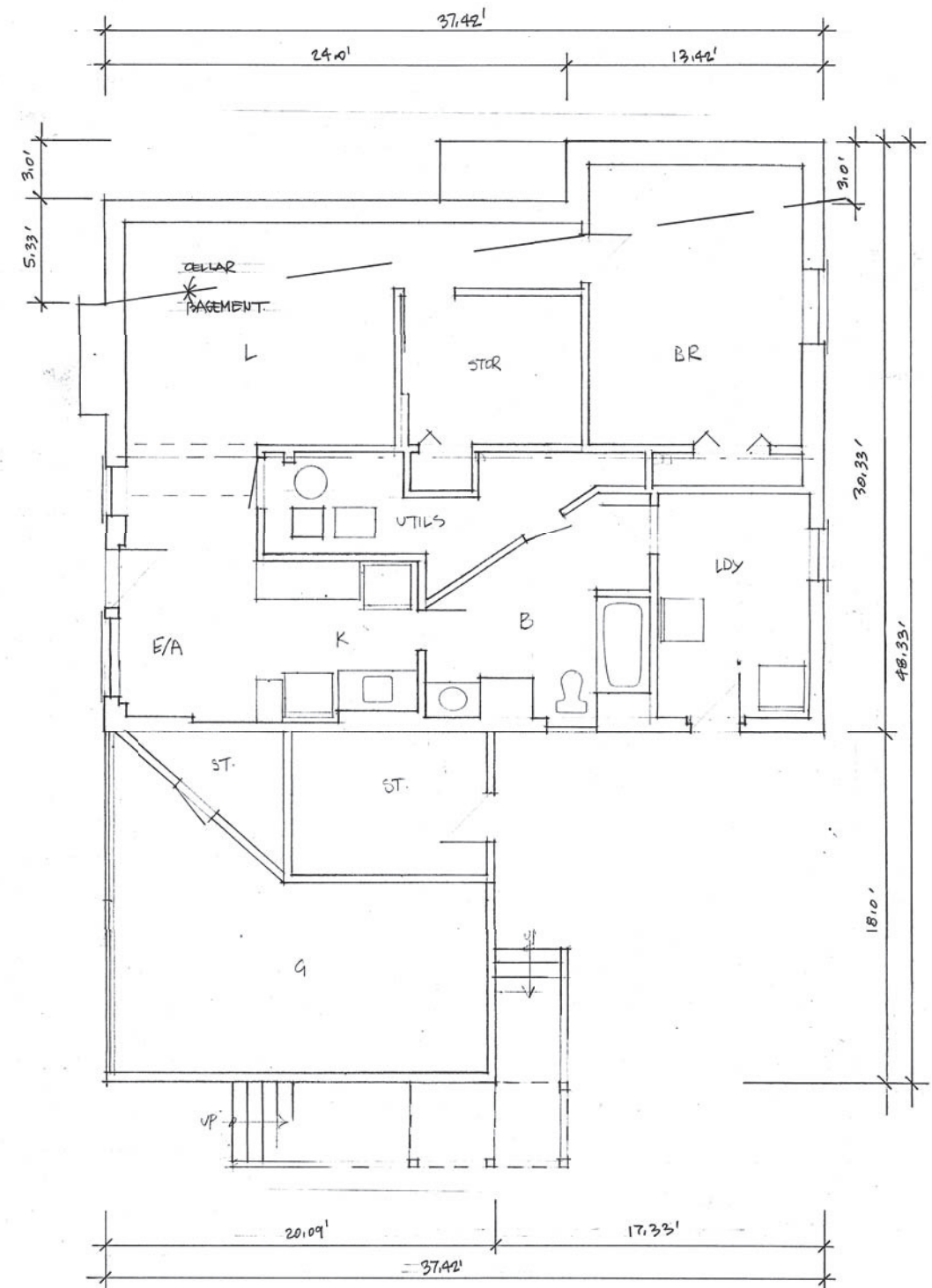
2 REVISED + RE-SSD 10 DE 21
1.180 FOR HRA 16 DE 20
LARSON HOUSE
HRA + SUBDIVISION
EXISTING HOUSE WY
PROPOSED CHANGES



UPPER FLOOR PLAN - AS FOUND
1/4" = 1'-0" 871.69 ±



MAIN FLOOR PLAN - AS FOUND
1/4" = 1'-0" 1150.16 ±



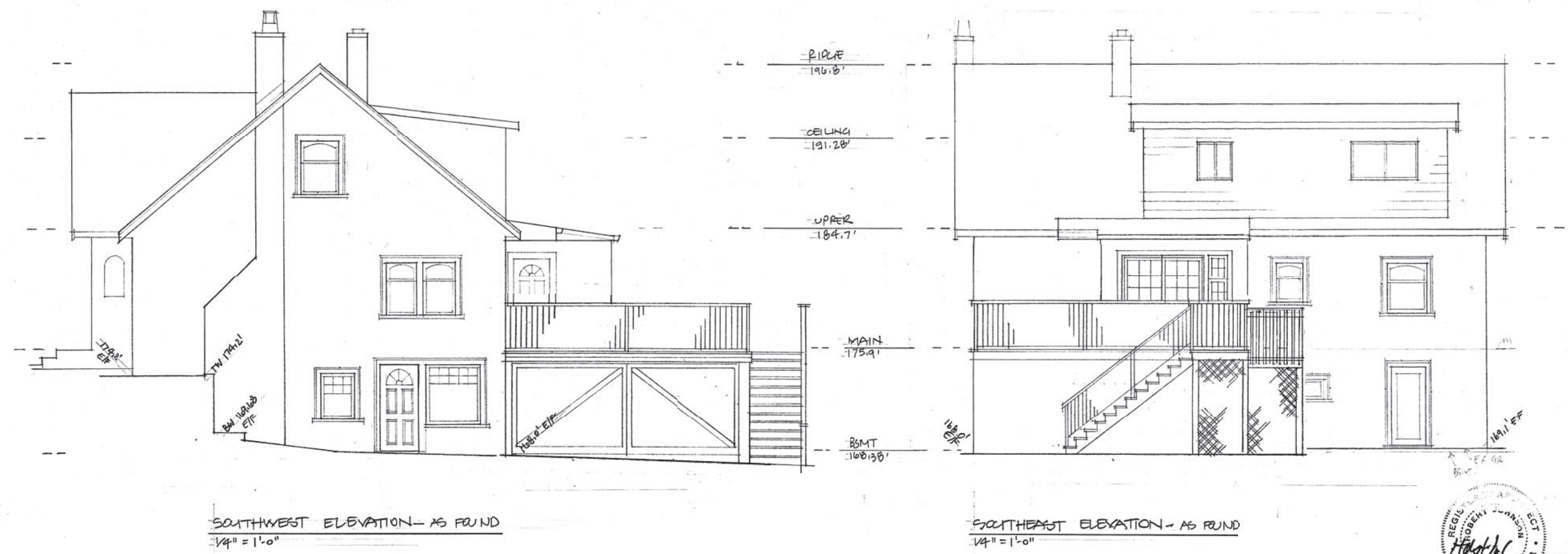
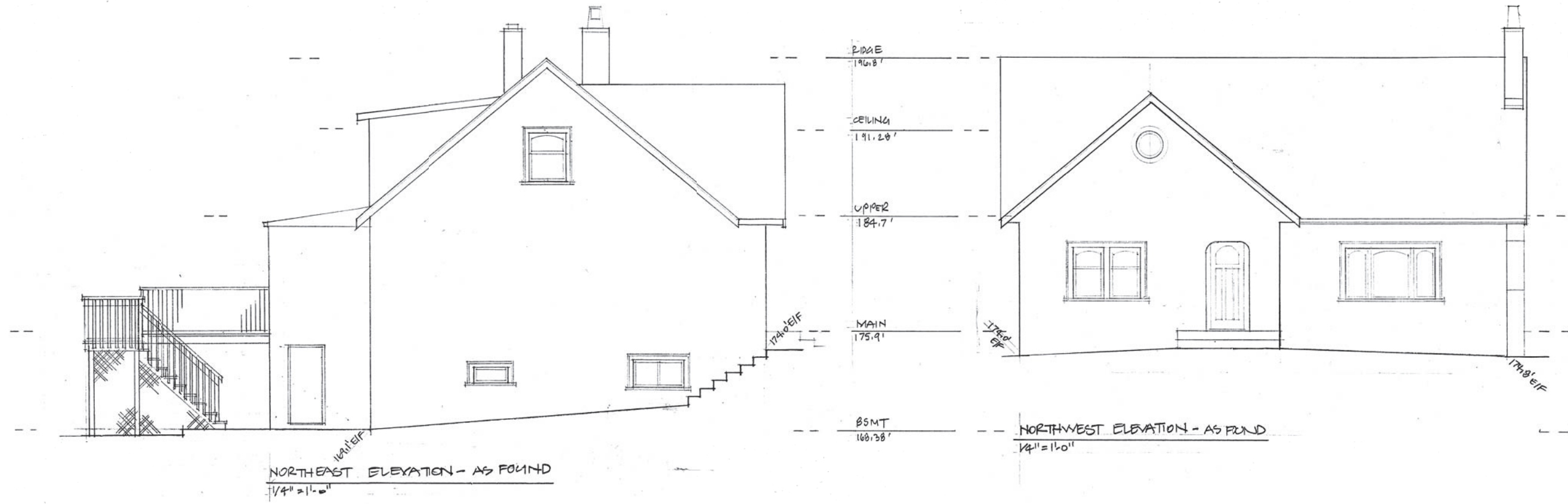
BASMENT PLAN - AS FOUND
1/4" = 1'-0" 1284.59 ±



ISSD FOR HRA 16 DE 20
LARSON HOUSE
HRA + SUBDIVISION
AS FOUND DRAWINGS

**ROBERT JOHNSON
ARCHITECT**
AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

DATE: 14 DE 20 DWN 11
Page 345 of 636 OF 11



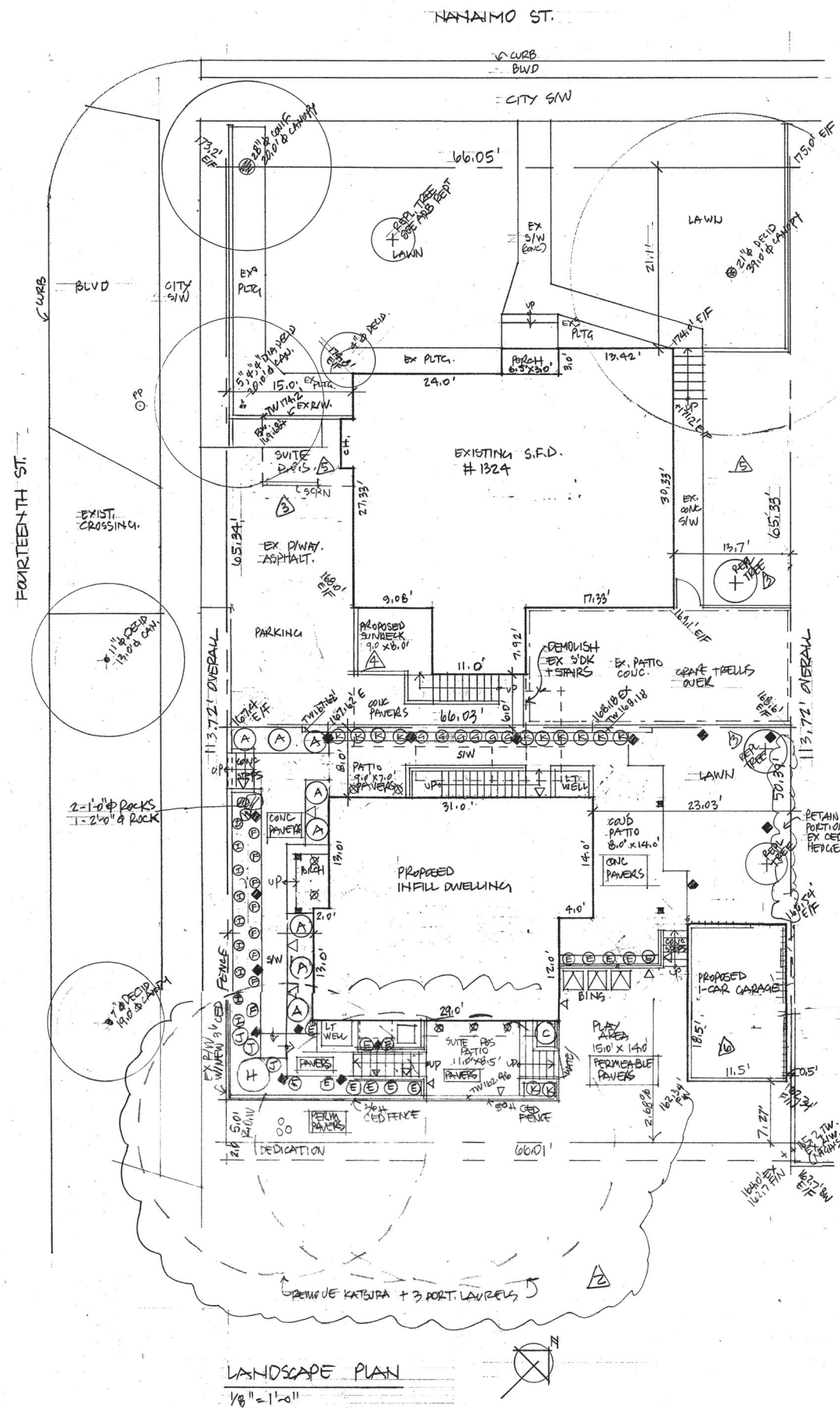
1.195D FOR H&A 16 DE 20

LARSON HOME
H&A + SUBDIVISION
AS FOUND DRAWINGS

**ROBERT JOHNSON
ARCHITECT**
AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

DATE: 14 DE 20 DWG: 10 OF 11

Page 346 of 636

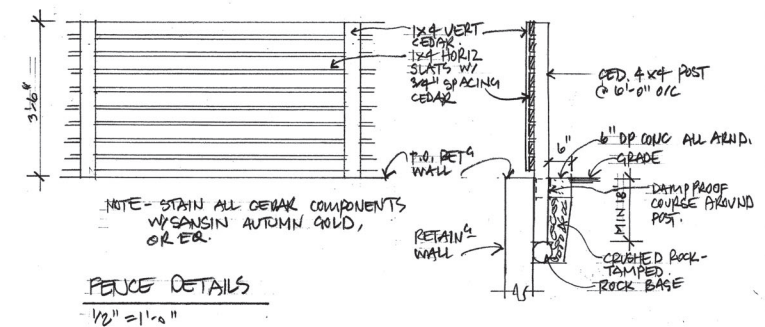


PLANT LIST

QTY	KEY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
8	A	WINTER GEM BOXWOOD	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM'	#1	
1	B	NOT USED		#1	
1	C	PIERIS JAPONICA 'MOUNTAIN FIRE'	PIERIS JAPONICA 'MOUNTAIN FIRE'	#1	14 2'x2' PLANTER BOX ON DECK
14	D	NOT USED		#1	
8	E	MUNSTEAD LAVENDER	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD'	6"	
6	F	NEW ZEALAND HAIR FERN	CADIX LOMANS 'BRONZE FERN'	4"	
1	G	BLACK MONDO GRASS	OPHIOPOGON PLANKSADUS 'NIGRESCENS'	4"	
9	H	RHODODENDRON 'CUNNINGHAM WHITE'	RHODODENDRON 'CUNNINGHAM WHITE'	#1	
3	I	WESTERN SWORD FERN	POLYSTICHUM MINUTUM	#1	
12	J	PLANTAIN LILY	HOSTA X HALYCON	#1	
	K	HAKOME GRASS	HAKOMECHLOA MAERA	4"	

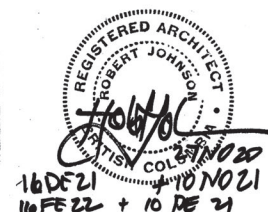
PAVERS - PARKING AREAS: ABBOTSFORD CONCRETE AQUARIUM OLD COUNTRY, CHARCOAL - INSTALL TO MEET RECOMMENDATIONS
- WALKS + PATIOS: ABBOTSFORD CONCRETE OLD COUNTRY, CHARCOAL, INSTALL TO MEET RECOMMENDATIONS.

- LIGHTING - K
- STEP LIGHT - IP LIGHTING - IPSS-616600 ALUMINUM FINISH.
 - RECESSED SOFFIT LIGHTING - RECESSED POT - IP LIGHTING IPSS-RPL SSD - ALUM. FINISH.
 - IN GROUND SPOT FLOODLIGHT / UPLIGHT. WALL WASH REDDIT 1 - CRY, LOW VOLTAGE LED.
 - SOLAR OUTDOOR LIGHT - HAMPTON BAY 10 WATTEN PATHWAY LIGHT, OR EQ.



16 REV + RE-155D	16 FE 22
5 REV + RE-156D	16 DE 21
4 REV + RE-155D	10 DE 21
3 REV + RE-155D	10 NOV 21
2 REV + RE-155D	20 SE 21
1 155D FOR HRA	16 DE 20

LARSON HOUSE
HRA / SUBDIVISION



ROBERT JOHNSON
ARCHITECT
AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

DATE: 16 DE 21 + 10 NO 21
Page 348 of 636
9 DEC 20

APPENDIX 6

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

THIS AGREEMENT dated for reference the ____ day of _____, 2022 is

BETWEEN:

BHARATVEER SINGH JASWAL and **HARKAMAL SANDHU**, 7517 Humphries Court
Burnaby, BC, V3N 4K9 and **JARNAIL SINGH SANDHU**, 10471 No. 5 Road, Richmond,
BC, V7A 4E6,

(the “Owner”)

AND:

CORPORATION OF THE CITY OF NEW WESTMINSTER, City Hall, 511 Royal
Avenue, New Westminister, 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 PID: 002-819-155; LOT “A” PLAN 7689 (together, the “Lands”);
- B. Pursuant to a Heritage Revitalization Agreement between the City and the Owners, dated for reference January 10, 2022 (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 Owner, 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: Heritage Planner

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. **BHARATVEER SINGH JASWAL, HARKAMAL SANDHU, and JARNAIL SINGH SANDHU** (the "Owner") is the registered owner 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 Owner 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 Owner 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

RELAXATIONS TO ZONING BYLAW NO. 6680, 2001

	NR-1 Single Detached Dwelling District Requirement	Lot with Heritage Building (1324 Nanaimo Street)	Lot with New House (607 Fourteenth Street)
Minimum Lot Size	6,000 square feet (557 square metres)	4,315 square feet (401 square metres)	3,326 square feet (309 square metres)
Maximum Floor Space Ratio*	0.51	0.71	0.53
Floor Space (above grade)	0.40	0.47	0.49
Site Coverage (Upper Level)	80%	--	90%
Windows above grade	Above grade	--	Below grade
Front Yard Setback (house) (14th St.)	13.21 feet (4.0 metre)	--	10 feet (3.0 metre)
Front Yard Setback (porch) (14th St.)	9.2 feet (2.8 metre)	--	7.0 feet (2.13 metre)
Sunken Patio at Cellar Level	30 feet (9.1 metre)	--	60.5 feet (18.44 metres)
Minimum Off-Street Vehicle Parking Spaces	One space per unit, including secondary suite (two spaces)	One parking space	One parking space
Off-Street Parking Setback (14th St.)	Not in front yard setback	In front yard setback	--
Lane Setback	12 feet (3.65 metre)	--	7.27 feet (2.21 metre)

***(With step code 3 = 0.01 increase)** - 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

Attachment 2

Heritage Designation

(1324 Nanaimo Street) Bylaw No.8291, 2022

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

BYLAW NO. 8291, 2022

A bylaw of the Corporation of the City of New Westminster to designate 1324 Nanaimo Street as protected heritage property.

WHEREAS the *Local Government Act*, RSBC 2015, c.1 provides Council with authority, by bylaw, to designate real property as protected heritage property, on terms and conditions it considers appropriate;

AND WHEREAS the registered owner of the land located at 1324 Nanaimo Street has entered into a heritage revitalization agreement in relation to the principal building currently located on the land as authorized by Heritage Revitalization Agreement (1324 Nanaimo Street) Bylaw No. 8290, 2022 (the "Heritage Revitalization Agreement"), has requested that Council designate that property as protected heritage property, and has released the City from any obligation to compensate the registered owner for the effect of such designation;

AND WHEREAS Council considers that the building located at 1324 Nanaimo Street has significant heritage value and character and is a prominent and valued heritage property in the City;

AND WHEREAS Council considers that designation of the building located at 1324 Nanaimo Street as protected heritage property under the provisions of the *Local Government Act* is necessary and desirable for its conservation;

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

TITLE

1. This Bylaw may be cited for all purposes as "Heritage Designation Bylaw (1324 Nanaimo Street) No. 8291, 2022."

INTERPRETATION

2. In this Bylaw, the terms "heritage value", "heritage character" and "alter" have the corresponding meanings given to them in the *Local Government Act*.

DESIGNATION

3. That parcel of land having a civic address of 1324 Nanaimo Street, New Westminster, British Columbia, legally described as PID: 002-819-155; LOT "A" PLAN 7689 and labelled "1324 Nanaimo Street" (the "Building") on the site plan in Schedule A, is hereby designated in its entirety as protected heritage property under section 611 of the *Local Government Act* of British Columbia.

PROHIBITION

4. Except as expressly permitted by Section 5 or as authorized by a heritage alteration permit issued by the City, no person shall undertake any of the following actions, nor cause or permit any of the following actions to be undertaken in relation to the Building:
- (a) alter the exterior of the Building;
 - (b) make a structural change to the Building including, without limitation, demolition of the Building or any structural change resulting in demolition of the Building;
 - (c) move the Building; or
 - (d) alter, excavate or build on that portion of land upon which the Building is located.

EXEMPTIONS

5. Despite Section 4, the following actions may be undertaken in relation to the Building without first obtaining a heritage alteration permit from the City:
- (a) non-structural renovations or alterations to the interior of the Building that do not alter the exterior appearance of the Building; and
 - (b) normal repairs and maintenance that do not alter the exterior appearance of the Building.
6. For the purpose of section 5, “normal repairs” means the repair or replacement of non-structural elements, components or finishing materials of the Building with elements, components or finishing materials that are equivalent to those being replaced in terms of heritage character, material composition, colour, dimensions and quality.

MAINTENANCE

7. The Building shall be maintained in good repair in accordance with the City of New Westminster Heritage Property Maintenance Standards Bylaw No. 7971, 2018, as amended or replaced from time to time.

HERITAGE ALTERATION PERMITS

8. Where a heritage alteration permit is required under this Bylaw for a proposed action in relation to the Building, application shall be made to the City of New Westminster Development Services Department, Planning Division in the manner and on the form prescribed, and the applicant shall pay the fee imposed by the City for such permit, if any.

9. City Council, or its authorized delegate, is hereby authorized to:

- (a) issue a heritage alteration permit for situations in which the proposed action would be consistent with the heritage protection provided for the Building under this Bylaw and the Heritage Revitalization Agreement;
- (b) withhold the issue of a heritage alteration permit for an action which would not be consistent with the heritage protection provided for the Building under this Bylaw or the Heritage Revitalization Agreement;
- (c) establish and impose terms, requirements and conditions on the issue of a heritage alteration permit that are considered to be consistent with the purpose of the heritage protection of the Building provided under this Bylaw and the Heritage Revitalization Agreement; and
- (d) determine whether the terms, requirements and conditions of a heritage alteration permit have been met.

RECONSIDERATION BY COUNCIL

10. An applicant or owner whose application for a heritage alteration permit for alteration of the Building has been considered by an authorized delegate may apply for a reconsideration of the matter by Council, and such reconsideration shall be without charge to the applicant or owner.

GIVEN FIRST READING this _____ day of _____ 2022.

GIVEN SECOND READING this _____ day of _____ 2022.

PUBLIC HEARING held this _____ day of _____ 2022.

GIVEN THIRD READING this _____ day of _____ 2022.

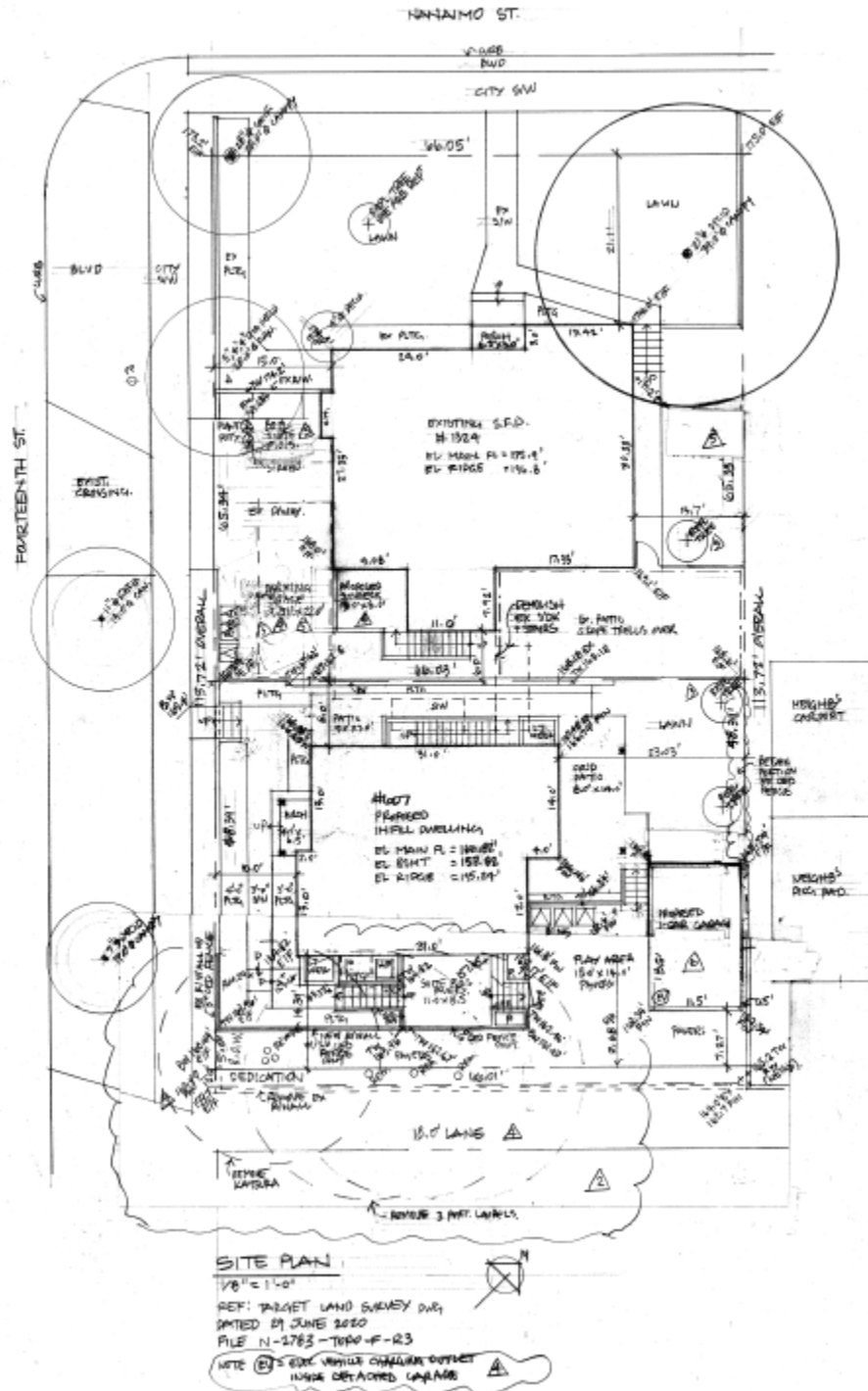
ADOPTED and the Seal of the Corporation of the City of New Westminster affixed this
_____ day of _____ 2022.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

SCHEDULE A

SKETCH



Attachment 3

Policies and Regulations Summary

POLICIES AND REGULATIONS SUMMARY

Heritage Revitalization Agreements

A Heritage Revitalization Agreement (HRA) is a negotiated agreement between the City and a property owner for the purposes of heritage conservation. In exchange for long-term legal protection through a Heritage Designation Bylaw and exterior restoration, certain zoning relaxations are considered. A Heritage Designation Bylaw is a form of land use regulation that places long-term legal protection on the land title of a property. Any changes to a protected heritage property must first receive approval from City Council (or its delegate) through a Heritage Alteration Permit (HAP). Future development is no longer entitled, but could be permitted by Council with an HAP.

An HRA does not change the zoning of the property, rather it adds a new layer which identifies the elements of the zone that are being varied or supplemented. An HRA is not legally precedent setting as each one is unique to a specific site.

When Council considers entering into an HRA with a property owner, one of the objectives is to balance the benefits to the property owner with the benefits to the public. In this proposal, the heritage benefit to the community is restoration, continued historic use and the full legal protection of the heritage building through a Heritage Designation Bylaw. In the City's *Policy for the Use of Heritage Revitalization Agreements*, lot size, density, and siting or massing elements may be considered for relaxation.

Heritage Related Design Guidelines

Council endorsed *The Standards and Guidelines for the Conservation of Historic Places in Canada* in 2008 as a basis for assessing heritage conservation projects within the city. These are national guidelines for best practice in heritage restoration, rehabilitation, and design. The goal of the Standards and Guidelines is to promote heritage conservation best practice while ensuring respectful and sensitive new construction. HRA applications are evaluated against these guidelines.

Heritage Designation

A Heritage Designation Bylaw is a form of land use regulation that places long-term legal protection on the land title of a property. Any changes to a protected heritage property must first receive approval from City Council (or its delegate) through a Heritage Alteration Permit (HAP). Future development is no longer entitled, but could be permitted by Council with an HAP.

OCP Land Use Designation: Residential Detached and Semi-Detached

The Official Community Plan (OCP) designation for this site is "Residential: Detached and Semi-Detached" which allows low density residential, primarily in the form of single

detached dwellings with secondary suites, duplexes, and accessory dwelling units (e.g. laneway house, carriage house). The OCP also indicates that, through a Heritage Revitalization Agreement (HRA), a property may be eligible for incentives such as a smaller minimum lot size, an increase in density, or reduced parking requirements, which would make it viable to conserve assets with heritage merit. A Heritage Revitalization Agreement may also be used to permit the housing forms listed in Residential – Ground Oriented Infill Housing designation, which include small lot and compact lots housing forms. The consideration of these benefits is generally contingent on there being heritage value in the existing building. The proposed application is consistent with the OCP designation for this site.

Zoning Bylaw: Neighbourhood Residential Districts (NR-1)

The property is zoned NR-1 (Neighbourhood Residential Dwelling District). The intent of this zoning district is to allow single detached dwellings with secondary suites and a laneway or carriage house. The zone allows a density of 0.51 FSR for houses built to Step Code level 3 standards. The proposed application would require relaxations to the Zoning Bylaw for density, smaller lot size, site coverage to the second level, floor space above the basement, windows above grade, front setback, minor relaxations to regularize the existing secondary suite in the heritage house, as well as parking spaces for both properties.

Zoning Bylaw: Single Detached Residential Districts (RS-1)

The property may be evaluated with the Single Detached Residential Districts (RS-1) zone as this zone typically regulates sites with a relatively flat topography, such as the subject site. The intent of this zoning district is to allow single detached dwellings, secondary suites, and laneway or carriage houses.

Zoning Bylaw: Neighbourhood Single Detached Residential District (Small Lots) (NR-5)

The proposed subdivision would result in lots smaller than the size permitted in the property's zone: the heritage house lot would be 28% smaller at 4,315 sq. ft. (401 sq.m.), but consistent with the size requirements for the City's Small Lot zones (such as NR-5). The intent of this district is to allow single detached dwellings and, secondary suites and laneway or carriage houses in the West End, Kelvin and Connaught neighbourhoods on small lots.

Development Review Process

As there are fewer than five units proposed for each lot, and the form of development is consistent with the Official Community Plan, the application was not forwarded to the New Westminster Design Panel or the Advisory Planning Committee for review and comment.

Under the development review process, Council may waive a project's Public Hearing based on consideration of the results of online City-led consultation. As Public Hearings cannot be waived for Heritage Designation Bylaws, City-led consultation is not conducted on HRA projects, in favour of moving the Bylaws through Public Hearing together. Regardless, the project was listed on Be Heard New West, the City's online community engagement platform, with a description of the project, review stages and timelines, as well as project drawings and links to various staff and committee reports. Information about the applicant-led consultation was also posted on Be Heard New West.

Attachment 4
Site Context Map

Site Context Map



Attachment 5

Transportation Context

Transportation Context

Both Nanaimo and Fourteenth Street are classified as local roads. The rear lane also serves properties on Sixth Ave, a collector road, and is undersized at only 2.44 m (8 ft.) wide. The sidewalk network surrounding the site is complete, including an accessible curb letdown at the intersection. The Seventh Avenue Greenway is one block away. Transit service is proximate, as shown in the table below:

Table 1: Site Proximity to Transit Service

Transit Facility	Frequency	Distance
Bus Service #105 / 155	Approximately 20 minutes	76 m. (250 ft.) to the bus stop located at Sixth Ave frequent transit network (FTN)
Bus Service #112	Approximately 15 minutes	275 m. (902 ft.) to the bus stop located at Sixth Ave frequent transit network (FTN)

Attachment 6

Proposed Project Statistics
and Relaxations

PROJECT STATISTICS AND PROPOSED RELAXATIONS SUMMARY

Table 2: Project Statistics for the Heritage House, 1324 Nanaimo Street

Characteristic	Permitted/ Required	Proposed	Relaxation
Lot Area	6,000 sq. ft. (557 sq. m.)	4,315 sq. ft. (401 sq. m.)	1,685 sq. ft. (157 sq. m.)
Lot Frontage	--	65.34 ft. (19.9 m.)	--
Total Floor Area	2,157 sq. ft. (200 sq. m.)	3,085 sq. ft. (286 sq. m.)	912 sq. ft. (85 sq. m.)
Floor Space Ratio	0.50	0.71	0.21
Floor Space (above grade)	0.40	0.47	7%
Upper level Site coverage	80%	72%	--
Units	2	2	--
Site Coverage	35%	27%	--
Min Front Yard Setback	13.21 ft. (4.0 m.)	15 ft. (4.57 m.)	--
Min Rear Yard Setback	13.21 ft. (4.0 m.)	13.7 ft. (4.18 m.)	--
Side Yard Setback (Left)	5 ft. (1.5 m.)	21 ft. (6.4 m.)	--
Side Yard Setback (Right)	4 ft. (1.2 m.)	6 ft. (1.8 m.)	--
Height (Midpoint)	25 ft. (7.6 m.)	19.2 ft. (5.8 m.)	--
Accessory Structures	10%	5.4%	--
Off-Street Parking	2 spaces	1 space	1 space
Off-Street Parking Setback (14 th St.)	Not in front yard setback	In front yard setback	In front yard setback

Table 3: Project Statistics for New House (Fourteenth Street)

Characteristic	Permitted/ Required	Proposed	Relaxation
Lot Area	6,000 sq. ft. (557 sq. m.)	3,194 sq. ft. (296 sq. m.)	2,800 sq. ft. (260 sq. m.)
Lot Frontage	--	48.34 ft. (14.7 m.)	--
Total Floor Area	1,696 sq. ft. (157.6 sq. m.)	1,687.5 sq. ft. (156.7 sq. m.)	--
Floor Space Ratio For Step Code level 3	0.51	0.53	0.02
Upper level Site (Second Floor) coverage	80%	90%	10%
Floor Space (above grade)	0.40	0.49	9%
Windows above grade	Above grade	Below grade	2 windows below grade
Sunken Patio at Cellar Level	30 ft. (9.1 m.)	60.5 ft. (18.44 m.)	30.5 ft. (9.29 m.)
Units	2	2	--
Site Coverage	35%	25%	--
Front Yard Setback (house) (14 th St.)	13.21 ft. (4.0 m.)	10 ft. (3 m.)	3.21 ft. (1.0 m.)
Front Yard Setback (porch) (14 th St.)	9.2 ft. (2.8 m.)	7.0 ft. (2.13 m.)	2.2 ft. (0.67 m.)
Rear Yard Setback	13.21 ft. (4.0 m.)	23 ft. (7.0 m.)	--
Side Yard Setback (Left)	4 ft. (1.2 m.)	8 ft. (2.4 m.)	--
Side yards combined	12.09 ft (3.68 m)	22.39 ft. (6.82 m.)	--
Height (Roof Peak)	35 ft. (10.67 m.)	30 ft. (9.27 m.)	--
Height (Midpoint)	25 ft. (7.6 m.)	24.75 ft. (7.3 m.)	--
Lane Setback	12 ft. (3.65 m.)	7.27 ft. (2.21 m.)	4.73 ft. (1.44 m.)
Off-Street Parking	2 spaces	1 space	1 space

Attachment 7

Design Rationale Letter

ROBERT JOHNSON, ARCHITECT

821 Henley St.,
New Westminster, B.C.
V3M 4B8
Tel: 604- 520-3099
E: rja@telus.net

DESIGN RATIONALE – 1324 Nanaimo St., New Westminster, B.C.**OVERVIEW**

This application concerns retaining an existing heritage house and subdivision of the existing 115.72 foot deep property into two lots of 65.34- and 50.39- foot widths, then constructing a new sympathetic infill dwelling on the new lot. A new single-car garage with roof deck is proposed on the southeast corner of the property. To this end, the owner intends to enter into a Heritage Revitalization Agreement with the City of New Westminster.

Since both houses will have secondary suites, this proposal will provide much-needed affordable housing in the city.

EXISTING HOUSE

The Claude and Ruth Larson House was built in 1944 and is a good example of post-WW2 residential design. For full description see the Statement of Significance and Conservation Plan prepared by Elana Zysblat, Heritage Consultant (April & September 2015), and addendum prepared by Schueck Heritage Consulting (July 2020). It is a modest post-WW2 stucco bungalow with simple roof forms and massing. The house is in generally good condition. A non-contextual garage/sundeck will be removed and a much smaller sundeck added. Some elements need repair and or maintenance as outlined in the Conservation Plan and addendum. The house will be repainted according to the color scheme described in the Schueck addendum as revised for equivalent Sherwin Williams colors

Body: SW 7551 Greek Villa or Sw7757 High Reflective White
Trim & doors: SW6482 Cape Verde
Window sash & back band: SW 6258 Tricorn Black
Roofing (when shingles need replacing): black or dark grey asphalt

As the house contains a secondary suite, two parking spaces are required. Due to the site slope and existing retaining walls, two small-car stalls are proposed in the existing driveway off Nanaimo Street.

INFILL HOUSE

The owner intends to occupy this house.

Siting – The new infill dwelling has been located 10 feet from the front property line on Nanaimo Street in order to provide as much rear yard play space for his children as possible. The 10 foot setback and any privacy concerns are alleviated by the 3 – 4 foot height variance created by the existing retaining walls. This distance helps occupants and sidewalk pedestrians avoid direct eye contact in much the same way as older two-and-a-half storey houses do. The house is also located as far north as possible in order to preserve the root system of an existing Katsura tree on the corner.

Architectural character and massing – The projecting two-storey gabled front and at-grade porch are elements taken from the existing house to provide continuity of character in the neighbourhood. The hipped main roof is used to reduce mass and preserve light and views of the existing and neighbouring homes.

The upper floor site coverage requirement of 80% could not be met due to the relatively small footprint and the owner's program.

Entrances, windows and detailing - The glazed, recessed-panel front door is a simplified version of that on the existing house. Windows are simple punched openings with vertical sashes or one-over-one casements to mimic those of the existing house. Roof fascias and bargeboards are of similar detail as the existing house. The standing-seam metal roof is seen as a modern expression instead of traditional shingles, in order to set it apart from the existing house and accentuate the heritage asset. Eyebrow roofs over the den slider and dining room windows alleviate flat side facades while offering rain and sun protection. Porch columns are simple painted wood.

Materials and colours - Wall cladding will be white painted stucco; another gesture toward the existing house. Doors will be dark green and windows will be black vinyl, also to maintain continuity with the existing house. The colors are as follows:

Body: SW 7551 Greek Villa or 7757 High Reflective White

Doors: SW6482 Cape Verde

Windows: black vinyl

Roofing: Old Zinc Grey

Energy: - This dwelling has been designed in accordance with BC Energy Step Code Level 3. The owner is exploring meeting Step 4 or 5 with Energy Save New West.

Privacy and overlook – The northwest elevation has only one window on the upper floor in order to minimize overlook to the existing house's yard. The proposed roof deck on the garage is screened with a 6 foot fence and trellis with vines to provide privacy and minimize overlook into the neighbours back yard. The stairs to this deck also have a 5 foot high screen at the landing. A replacement tree will be planted to the north of the garage to enhance privacy as well. The existing cedar hedge will be retained as much as construction allows. It should be noted that the neighbours' carport and parking pad are adjacent to the garage and existing cedar hedge so these will contribute to privacy on both sides of the property line.

Open space and landscape design – Primary pedestrian access will be via a new set of stairs cut from the existing retaining wall in the northwest corner of the new lot. A walkway leads to the front porch and continues around the south side and down stairs to a recessed patio for the basement suite private outdoor space. These have been located to minimize impact on the Katsura tree. There is also a sidewalk on the north side, providing a patio off the main floor den, access to the basement stairs, and a route to the back yard for the owners. There is a covered patio off the rear kitchen providing indoor-outdoor continuity and easy supervision of the children's outdoor play space. The deck over the garage is proposed because a large portion of the back yard is given over to parking and the space necessary for manoeuvring due to the existing 8 foot wide lane.

Hard landscaping – The sidewalks, patios, parking pad and driveway will all have permeable pavers. The retaining walls will have a new cedar fence along the top.

Soft landscaping – Low-maintenance and drought resistant planting will be located along the walks, patios and front of the house. The south side yard will have planters beside the stairs and recessed patio for the tenants' enjoyment.

Exterior lighting – Paths will be lit by a combination of in-ground and step lights. Soffit lights will illuminate the front and suite entrances, while surface-mounted fixtures will light the back patio and parking areas.

Garbage & recycling – Garbage and recycling bins are located at the rear of the parking pad. These will be convenient to both dwelling units. Lighting is a combination of step and surface mounted fixtures.

Parking – Parking is off the 8 foot wide lane to the southeast. It has been set back and a large portion of the existing retaining wall removed in order to provide enough turning radius for parking on the pad and the garage. Stairs up to the back yard and down to the suite private outdoor space provide convenient access. These will be well-lighted.

ACCESSORY BUILDING

The garage is partly recessed into the grade. It will have the same materials and color scheme as the infill house. The privacy screen and trellis on the northeast side will be metal, painted to match the cedar fencing on site. This and the stucco-clad concrete block wall on the neighbouring side is provided for non-combustibility as required by the BC Building Code. The rest of the deck railings will be tempered glass in metal frames in order to minimize the visual height of the structure.

Respectfully submitted,

Rob Johnson, Architect AIBC

Attachment 8

Analysis of Relaxations

Analysis of Relaxations

Subdivision

Smaller Lot Size

Consideration of compact-lot subdivisions is consistent with the City's Policy for the Use of HRAs, and are generally considered reasonable in exchange for protection and restoration of a heritage asset. The proposed subdivision would result in lots smaller than the size permitted in the property's zone: the heritage house lot would be 28% smaller at 4,315 sq. ft. (400 sq.m.), but consistent with the size requirements for the City's Small Lot zones (such as NR-5). The infill house lot would be 46% smaller at 296 sq. m. (3,194 sq. ft.) which is consistent with the City's Compact Lot zones (such as RT-2D). Given that the new house will be relatively compact, and that the lot sizes proposed are consistent with other City zones, the proposal is considered reasonable.

Increased Density

Providing some additional density to a site is consistent with the City's Policy for the Use of HRAs. The heritage house in this application would remain unchanged, excepting the proposed conservation work. There would be no massing or site coverage added to the building. The density calculation is only changing due to the change in lot size. As such, the relaxation proposed to increase density from 0.50 FSR to 0.71 FSR is reasonable to consider: there would be no impact to the streetscape on Nanaimo Street. The increased density for the infill house at 0.53 FSR is only 2% greater than allowed and is considered to be minimal. The density is also lower than other recent similar HRAs in the city. Given this along with the compact size of the infill house at 1,687 sq. ft. (157 sq.m.), it is reasonable to consider.

Reduced Vehicle Parking

Per the Zoning Bylaw, each lot would require two on-site vehicle parking spaces: one for the principal unit and one for the secondary suite. The application proposes one parking space per lot which requires a relaxation on both sites. The relaxation facilitates the inclusion of secondary suites in both houses, which would increase the stock of rental housing in the neighbourhood. As such, staff considers this relaxation to be reasonable, in order to achieve related housing goals. Additionally, consideration of reduced parking is consistent with the City's Policy for the Use of HRAs.

Heritage House Regularization

Side Yard Parking

This area on the side of the house (now considered the front yard) is currently a paved parking area and would be designated as the front of the lot once it is subdivided. The

Zoning Bylaw does not allow parking in the front yard setback; therefore, a relaxation is required. Note that the house faces Nanaimo Street and the functional front yard in this case is actually Nanaimo Street and not Fourteenth Avenue. Staff supports the relaxation on the basis that the parking already exists and is deemed to have no negative impact on the Fourteenth Street streetscape.

Massing on a Flat Site

The project is being evaluated against the site's existing NR-1 zoning (see **Attachment 3**) which is the site current zoning but generally pertains to sites that have a sloping topography. Given that the subject site is relatively flat, applying the NR-1 zone has resulted in four minor relaxations for the new house, and one for the heritage house. A list and description of each of the five relaxations is available in **Attachment 5**.

If the project were evaluated against a different zone, such as RS-1 (see **Attachment 3**) which applies to relatively flat sites, no relaxations would be required.

Infill House

Setbacks

The front setback on the new house is proposed at 10 feet (3 meters) where otherwise 13.2 feet (4 meters) is required by the zoning. The related setback on the front porch would also need to be relaxed: proposed to be at 7 feet (2.13 metres) where otherwise 9.2 feet (2.8 metres) is required. Open front porches may be considered as being a part of a traditional design characteristic which is considered as best practice to include when building adjacent to a heritage house. The proposed front yard setback is reasonable on the basis that having the building closer to the street frontage would provide some street activation. The infill house would have adequate side yard setback distance between the adjacent house across from the lane; therefore having very minimal or no negative impact.

Garage

A relaxation of the setback from the detached garage to the lane from 12 feet (3.6 metres) to 7.27 feet (2.2 metres) is also required, due to widening of the rear lane. This is supported by staff given that the widening of the lane is a requirement from the City's Transportation Division.

Attachment 9

Community Heritage Commission

Meeting Minutes (April 7, 2021)

Procedural note: Item 5.1 was addressed after Item 5.2.

5.1 1324 Nanaimo Street: Heritage Revitalization Agreement & Applicant Presentation

Janet Zazubek, Planner, reviewed the April 7, 2021 staff report regarding an application for a Heritage Revitalization Agreement (HRA) to subdivide the property at 1324 Nanaimo Street, build a new house at the rear of the lot, and restore and designate the existing 1940s heritage house on the property, which would be one of only five designated in the West End of the City. Ms. Zazubek requested that the Commission provide feedback on the proposal and provide a recommendation to Council of support or non-support of the HRA.

Rob Johnson, Architect, and Bhart Jaswal, Applicant, provided a PowerPoint presentation highlighting the details of the project, including the history of the heritage house and its character-defining elements, the project stats, and the conservation plan.

In response to a question from the Commission, Mr. Johnson noted that in a conservation plan for a previous iteration of the project, there had been a suggestion to provide parking off Nanaimo Street; however this was not considered by the new owner. In the current proposal, two small parking spots have been proposed onsite, via the existing crossing off Fourteenth Street at the side of the Larson house.

In discussion, Commission members noted appreciation for the project and made the following comments:

- At the West elevation, because the casing on the window does not come down to grade, this may indicate an original garage door opening, which may present an opportunity to illustrate the door with the inclusion of a large door and side light; and,
- The project was commended for the preservation of the style of house, and particularly in the West End, where there has been so much demolition in recent years.

MOVED and SECONDED

That the Community Heritage Commission recommend that Council support the Heritage Revitalization Agreement for 1324 Nanaimo Street and its inclusion on the City's Heritage Register.

CARRIED.

All Commission members present voted in favour of the motion.

Procedural Note: Item 5.2 was addressed after item 5.3 and before item 5.1

Attachment 10

Applicant-Led Consultation

Feedback

1324 Nanaimo Street Applicant Led Consultation Summary

Webpage

A project webpage was created www.thelarsonhouseplan.ca

The webpage included information on the proposal, images, heritage restoration plan, contact information to provide feedback and a survey. The survey was available from April 20 to May 19, 2021.

Survey results

A total of 5 surveys were completed.

3 respondents were in favour of the project and 2 were not.

What do you think about the Larson House Revitalization Project Plans in the New Westminster neighbourhood?

Answer: 3 agreed, 2 disagreed

What do you think about retaining and restoring this heritage building?

Answer: 4 agreed, 1 disagreed

What do you think about the new house on the subdivided lot?

Answer: 3 agreed, 2 disagreed

We will be protecting three big trees: two on Nanaimo Street, and one on the corner of Fourteenth and the lane. What do you think?

Answer: 5 agreed

We will be removing the back carport and deck from the heritage house to improve the backyard space. But we are requesting a parking relaxation. What do you think?

Answer: 3 agreed, 1 disagreed, 1 neutral.

Do you have any comments on the proposed building design?

Answer: This looks a great renovation, keeping the original heritage house maintains the features. The new house looks like it would suit the neighborhood and original home. This is a great idea instead of tearing down the home and building a monster house in its place. Good for the owners keeping the character in the neighborhood ! So many giant Monterey's homes in the area.

Do you have any comments on the proposed building design?

Answer: I love everything about this project. Will you hold a raffle for an opportunity to win the infill house ??? :-)

Open House

A Virtual Open House was held on Zoom, Thursday May 13, 2021. The open house was attended by the owner, architect, heritage consultant and city planning staff. Five members of the public attended, included one who could not hear the presenters and left without making a comment.

The following questions were asked:

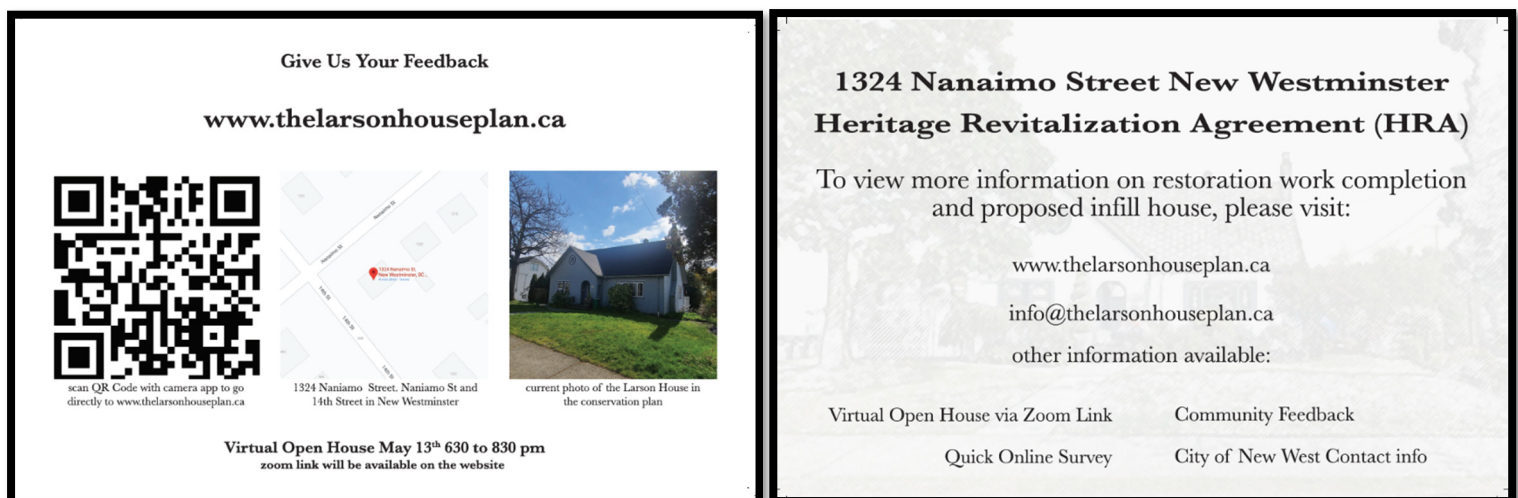
- What do the next-door neighbours think of the proposal?
- Is the frontage on Nanaimo St. 66 feet wide?
- Is the lane behind the house actually a lane?
- Will there be a single car garage for the infill house?
- Will the historic house retain its current off-street parking?

The following comments were provided :

- Sound interesting
- Sounds like a good idea
- The infill house is small, but it seems like it will fit in nicely with the area and the plan looks good.
- Sounds like a good project and it will fit in well with the neighbourhood

Notification

A postcard was delivered to all addresses within 100m of the project. The post card advertised the project webpage and Open House. An image of the postcard is below.



Attachment 11

Engineering Servicing

Memorandum

Memorandum

To: Janet Zazubek, Planner

Date: October 13, 2021

From: Roger Chang, Engineering Technologist

File: PRJ-009692

Subject: WORKS AND SERVICES REQUIREMENTS FOR 1324 NANAIMO STREET -
HER00791

We are responding to your updated application as referenced above dated October 5, 2021 for the proposed two-lot subdivision, one lot with heritage house facing Nanaimo Street and another lot with a single detached dwelling and detached garage.

Please be advised that staff have done a review of this project and identified the following details that will need to be addressed as part of this application:

1. The applicant is required to submit a subdivision application and follow the subdivision processes. For more information on the requirements, see our webpage at <https://www.newwestcity.ca/subdivision-process#subdivision-process>.

2. The applicant shall, at a minimum, familiarize themselves with the following documents and plans:

- Subdivision and Development Control Bylaw
- Tree Protection and Regulations Bylaw
- Erosion and Sediment Control Bylaw
- Master Transportation Plan

3. The properties shall be addressed as follows:

<u>Lot</u>	<u>Address</u>
Lot 1	1324 Nanaimo Street
Lot 2	607 Fourteenth Street

4. Onsite storm sewer water management will be required to limit the post development flow to pre-development flow. The onsite works shall be designed in accordance with the City's Integrated Storm Water Management Plan.

5. All site drainage works shall be designed and constructed in accordance with the City's Erosion and Sediment Control Bylaw 7754, 2016. The developer shall retain a qualified professional to ensure that the design and implementation of the erosion and sediment controls meet the requirements outlined in the Bylaw.

6. All existing trees are to be protected in accordance with the City's Tree Protection and Regulations Bylaw No. 7799, 2016 and any trees identified for removal will need to have a permit approved and in place prior to removal.

7. Provision of easement, dedications and statutory rights of way that may be required to meet the capacity, functionality and design objectives for all modes of travel of the City including access to the proposed development. At a minimum, the City will be requiring, but not necessarily limited to the following:
 - 7.1. A 3.0m x 3.0m statutory right-of-way corner truncation will be required at the corner of Lane and Fourteen Street.
 - 7.2. A 0.56m dedication along the lane frontage for the City's future 6.0m wide lane.
 - 7.3. A 1.5m statutory right-of-way along the lane frontage to allow proper vehicle maneuvering.
8. Discuss all onsite service details with Development Services, Building Division at 604-527-4580 (Plumbing Permit). The on-site sanitary and stormwater systems, perimeter drainage and roof leaders, will need to be fully separated.
9. All construction to be in accordance with the most current MMCD (Platinum Edition), City of New Westminster Subdivision and Development Control Bylaw No. 7142, 2007, Design Criteria and Supplementary Specifications unless specified elsewhere.

OFF-SITE WORKS AND SERVICES

10. Under the City of New Westminster Subdivision and Development Control Bylaw No. 7142, 2007 and amendments thereto, the developer for the above noted property is also required to enter into a Works and Services Agreement with the City addressing off-site servicing requirements. The off-site services will be identified during the detailed development review and will be required prior to issuance of a building permit. These works could include but may not be limited to the following generally described servicing:

ROAD WORKS

The subject site is bounded by lane to the south, Fourteenth Street to the west and Nanaimo Street to the north. According to the City's Office Community Plan, both Fourteenth Street and Nanaimo Street are designated as local roads.

Fourteenth Street

- 10.1. Reconstruction of Fourteenth Street frontage complete with new sidewalk, curb and gutter, trees, landscaping (including drainage and irrigation), street furniture, street lighting signage, underground electrical and telecommunication servicing. Fourteenth Street shall be reconstructed up to road centerline on the following minimums.
 - Reconstruction of the existing road structure shall be based on the analysis of a Benkelman Beam Test, or other approved method, carried out on the existing road which is to be upgraded. If the test results are proven satisfactory, the minimum requirement shall be a mill and overlay.
 - 2.0m boulevard complete with street lighting, trees and irrigation.
 - 1.5m sidewalk clear of obstructions.
 - 4.5m wide driveway letdown for lot 1 vehicular access.

Nanaimo Street

- 10.2. Reconstruction of Nanaimo Street frontage complete with new sidewalk, curb and gutter, trees, landscaping (including drainage and irrigation), street furniture, street lighting signage, underground electrical and telecommunication servicing. Nanaimo Street shall be shall be reconstructed up to road centerline on the following minimums.
- Reconstruction of the existing road structure shall be based on the analysis of a Benkelman Beam Test, or other approved method, carried out on the existing road which is to be upgraded. If the test results are proven satisfactory, the minimum requirement shall be a mill and overlay.
 - 2.0m boulevard complete with street lighting, trees and irrigation.
 - 1.5m sidewalk clear of obstructions.

Lane

- 10.3. Reconstruction up to centerline of the lane complete with new pavement, roll over curb and gutter (north side), and drainage from storm water runoff collection for the development's frontage.
- 10.4. The letdown to access the lane on Nanaimo Street shall be fully reconstructed (6.0m).

Vehicular Site Access

- 10.5. Lot 1 driveway access will remain at the existing location on Fourteenth Street, and Lot 2 shall take access from the lane.

UNDERGROUND UTILITIES

Sanitary

- 10.6. Provision of an adequate single sanitary sewer service connection for each lot complete with a manhole or inspection chamber at property line. Size and location to be determined by the developer's consulting engineer and approved by the City. Existing infrastructure which is undersized or not capable of handling the post development flows shall be upgraded at the developer's expense.

Storm

- 10.7. Provision of an adequate single storm sewer service connection for each lot complete with a manhole or inspection chamber at property line. Size and location to be determined by the developer's consulting engineer and approved by the City. Existing infrastructure which is undersized or not capable of handling the post development flows shall be upgraded at the developer's expense.

Water

- 10.8. Provision of an adequate single water service connection for each lot satisfying the fire and domestic demands complete with a suitable water meter with backflow protection. Size and location to be determined by the developer's consulting engineer and approved by the City.

Existing infrastructure which is undersized or not capable of handling the post development water demands must be upgraded at the developer's expense.

Electrical, Telecommunication and Gas

- 10.9. All costs associated with the design and conversion of the existing overhead electrical and telecommunication utilities on the roadways adjacent to the site with an underground system for the development. Please contact Marc Rutishauser in the City Electrical Operations Department at (604) 527-4533 for electrical servicing details. Contact Telus and Shaw directly for telecommunication servicing details.
- 10.10. City communication conduit shall be provided in accordance with the City's intelligent City Design requirements as it pertains to the Fiber Optic Network and Street Lighting Design. Please contact Phil Kotyk, Fiber Network Operations Manager at (604) 527-4641 for City communication servicing details.
- 10.11. All costs associated with the design and construction of gas servicing for the development. Please contact Fortis BC directly for servicing details.
- 10.12. All third party utility construction drawings shall include the Civil Design Drawings base plan and must be submitted to the City's Engineering Services for review and approval. The developer's consulting engineering shall ensure that the design of all third party utilities, including New Westminster Electrical, have been coordinated with the Civil Design Drawings. Coordination of the drawings must be completed prior to issuance of the Works and Services Agreement.

STREET LIGHTING

- 10.13. Roadway lighting for all street frontages shall be provided and upgraded for safety and to produce accurate and comfortable night time visibility using energy efficient lighting such as LED. Design of roadway lighting shall be in accordance with the City of New Westminster Design Criteria Section 6 and the MMCD (Platinum Edition) Design Guidelines Section 6.0 Roadway Lighting (for LED).

BOULEVARD TREES

- 10.14. The boulevards shall be prepared for boulevard trees complete with a 900mm, New Westminster Planting Blend or approved equal, growing medium for the full width of the boulevard, including drainage and irrigation. Boulevard landscaping and irrigation shall be provided in suitable locations to the satisfaction of the Parks Department. If adequate soil volume is not achievable, provision shall be made for soil cell technology or any other approved method to achieve the specified soil volume. For further information, please contact Sylvain Martel, Senior Arborist at (604) 527-4625.
 - 10.15. Boulevard trees will be selected, purchased, installed, and maintained by the Parks Department.
11. The preparation of detailed design drawings by a qualified Professional Engineer for the off-site works and services to the satisfaction of the City and in accordance with the City's Design Criteria, Supplemental Specification and Detail Drawings, and Master Municipal Construction Documents. The engineering design drawings for the proposed works may include the following plans:

- Road works
- Storm drainage collection facilities
- Sanitary sewer collection facilities
- Water distribution facilities
- Street lighting
- Street trees, landscaping
- Topographical and lot grading plans
- Erosion and sediment control plans
- Electrical power supply and distribution facilities
- Telecommunication facilities
- Gas facilities

12. Under the Works and Services Agreement with the City the developer must address the following requirements:

- 12.1. Employment and retention of a Professional Engineer to prepare and seal the design drawings; to provide a Resident Engineer for inspection of all design and construction related problems; to prepare, certify and seal “As-Constructed” drawings, including landscape & irrigation drawings and to certify that all materials supplied and works performed conform to City standards as contained within the Subdivision and Development Control Bylaw and/or the Master Municipal Construction Documents.
- 12.2. The developer will be required to post a security deposit for 120% of the estimated construction cost of the offsite servicing works including GST. The security deposit shall be in the form of an Irrevocable Letter of Credit or cash deposit. The security deposit will be reduced once the off-site works are completed to the satisfaction of the City less a 10% holdback. Upon issuance of a Certificate of Completion by the City, the 10% security deposit will be held for a two year maintenance period.

13. The following payments and deposits shall be paid at the time of execution of the Works and Services Agreement:

- 13.1. Payment to cover the cost of preparing the Works and Services Agreement, currently **\$1,910.00** plus tax.
- 13.2. Payment of **four percent (4%)** of the estimated construction costs to cover engineering and administrative costs incurred by the City.
- 13.3. Under the Works and Services Agreement the developer will be required to pay a deposit **\$5,000.00** to cover any charges for emergency works and signage.
- 13.4. Payment of a flat fee in the amount of **\$588.00** per tree for Parks Department to select, purchase, install, and maintain the trees.
- 13.5. Signing of a latecomer waiver clause.

14. The following charges shall be paid at the time of execution of Subdivision Approval:

- 14.1. Payment of applicable Greater Vancouver Sewerage & Drainage District (GVS&DD) in accordance with Bylaw 187, 1996 and amendments for each additional lot created. **(\$5,428.00 per Dwelling Unit)**
- 14.2. Payment of the New Westminster Development Cost Charges in accordance with Bylaw 7311, 2009 and amendments for each lot created. **(\$4.23 per square foot)**
- 14.3. Payment of applicable Regional Transportation Development Cost Charges in accordance with Bylaw No. 124-2018 for each additional lot created. **(\$2,975.00 per Dwelling Unit)**
- 14.4. Payment of the New Westminster School Site Acquisition charge for each additional lot created. **(\$900.00 per Dwelling Unit)**
15. Certificate that all taxes assessed on the subdivided land have been paid and where local improvement taxes, rates or assessments are payable by installments, that all installments owing at the date of the certificate have been paid.
16. Submission of any easement or statutory right-of-way documents required by the City in relation to the property.

Should you have any further questions, please contact the undersigned at 604-527-4633 or rchang@newwestcity.ca.

Regards,



Roger Chang, ASCT
Engineering Technologist

cc L. Leblanc, Director of Engineering Services
 E. Wat, Manager, Infrastructure Planning
 C. Dobrescu, Utilities and Special Projects Engineer
 G. Otieno, Infrastructure Engineer
 M. Anderson, Acting Manager, Transportation
 E. Tiffany, Transportation Planner
 F. Jin, Transportation Technologist
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