

CITY OF SURREY

BY-LAW NO. 17884

A by-law to enter into a heritage revitalization agreement
.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the Local Government Act, R.S.B.C. 1996, c.323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;

- B. The Council considers that certain lands, premises and improvements have heritage value and heritage character and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 007-606-591
Section 12 Township 2 New Westminster District Plan

16420 64 Avenue

(the "Lands");

- C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the heritage value and heritage character of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value and heritage character of the Lands;

NOW THEREFORE, the City Council of the City of Surrey, in open meeting assembled, enacts as follows:

- 1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this By-law as Schedule "1" (the "Heritage Revitalization Agreement") in respect of the Lands.

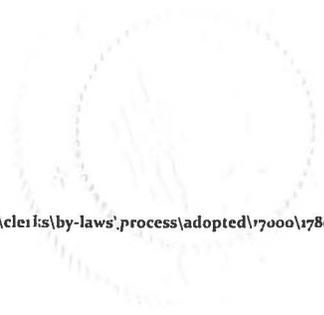
- 2. The Mayor and the City Clerk are authorized on behalf of the Council to sign and the Heritage Revitalization Agreement and to register a notice on the title of the Lands.

3. Schedule "I" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Interim Heritage Revitalization Agreement By-law, 2013, No.17884."

READ A FIRST AND SECOND TIME on the 18th day of February, 2013.

READ A THIRD TIME on the 18th day of February, 2013.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 11th day of March, 2013.





MAYOR



CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2013, No. ~~1784~~]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 11th day of MARCH, 2013

BETWEEN:

0948184 B.C. LTD., INC. NO. 0948184
Suite 201 12837 - 76 Avenue
Surrey, BC V3W 2V3

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 14245 56 Avenue
Surrey, British Columbia, V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of the following lands and premises situate in the City of Surrey, British Columbia and described as:

Parcel Identifier: 007-606-591
Section 12 Township 2 New Westminster District Plan

16420 64 Avenue

(the "Lands");

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;

- D. The Owner wishes to redevelop the Lands and for the purpose of conserving the *heritage value* and *heritage character* of the Lands during the development application and approval process, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands until such time as the Owner develops a final conservation plan and the Owner and the City are in a position to incorporate that final *conservation* plan into a new heritage revitalization agreement;
- E. The Owner has agreed to the terms for compensating the City for the loss in heritage value in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached as Appendix "A" (the "Interim Conservation Plan") to this Agreement; and
- G. The improvements or features identified in the Interim Conservation Plan as the Henry Bose Farmhouse and Milk Cooling Shed (the "Buildings") are listed on the Surrey Heritage Register and the Owner and the City consider that the Buildings have *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Buildings.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of whereof is hereby by the parties acknowledged) the Owner and the City covenant and agree with one another pursuant to Section 966 of the Local Government Act, R.S.B.C. 1996, c.323, as amended, re-enacted or consolidated from time to time and any successor statute (the "Local Government Act"), as follows:

Interim Conservation Plan

- 1. (a) The Interim Conservation Plan forms a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Interim Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Interim Conservation Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.
- (b) Part I of the Interim Conservation Plan identifies details and describes the character, extent and nature of the improvements and features on the Lands that have *heritage value* and *heritage character*. Part II of the Interim Conservation Plan sets out the interim maintenance strategy, general standards and exemptions for the *conservation* and maintenance of

all improvements and features on the Lands that have *heritage value* and *heritage character*.

Owner's Obligations to Protect, Conserve, Maintain and Rebuild

2. The Owner covenants and agrees that:
 - (a) No improvements on the Lands identified in the Interim Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
 - (b) Each action of *conservation* or maintenance, required by Parts I, and II of the Interim Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Interim Conservation Plan.
 - (c) All improvements identified in Part I and II of the Interim Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Interim Conservation Plan.
 - (d) In the event any one or more of the Buildings is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the damaged Building(s) to its original condition. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to restore the damaged portion or portions of the Building(s). The heritage alteration permit shall be subject to review by the Heritage Advisory Commission. The restoration of the damaged Building(s) shall reflect the character-defining elements and design components including, but not limited to: the hill-top site, which commands superb views towards the northwest; the view of the Henry Bose Farmhouse from 64 Avenue (Bose Road); the rectangular massing, medium-pitched gable roofs, and wood cladding and trim of the Henry Bose Farmhouse and Milk Cooling Shed; the Henry Bose Farmhouse, with its t-shaped cross-gable form, 1.5-storey massing, wrapping porch, plain street elevation, 4-over-4, 4-over-1, and 1-over-1 double-hung wood-sash windows, wood doors, wood details (e.g., porch details), cedar shake or sawn shingle roof, and internal red brick chimney; the Milk Cooking Shed with its gable roof, double sash casement windows, drop siding, cedar shake or sawn shingle roof, wood doors, and wood detailing in the gable end, all as subject to prior approval by the City Architect or designate.
 - (e) In the event any one or more of the Buildings is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the destroyed Building(s). The Owner is required to apply for and to hold a heritage alteration permit specifying the measures

to be taken to create a replica of the destroyed Building(s). The heritage alteration permit application shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original buildings, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or replacement of the destroyed Building(s) shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to prior approval by the City Architect or designate.

- (f) In the event that any one or more of the Buildings is destroyed, in addition to the construction of a replica described in 2(e), the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$108,882.38 for each destroyed Building indexed to the Vancouver Consumer Price Index (CPI) with 2012 being the base year, except that if the Building(s) are destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should any one or more of the Buildings become vacant and unoccupied for a period of 15 days or more, the Owner of the Lands agrees to maintain the integrity and security of the Buildings and Lands including but not limited to, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide to the City in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Building(s), the City may and is authorized to undertake the necessary works to secure the Building(s), including but not limited to on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands for the purpose of undertaking the necessary works to secure the Building(s) and to conduct an inspection to determine that the security measures continue to be in place.
- (h) Should any one or more of the Buildings become vacant and unoccupied during construction or other redevelopment of the Lands, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE

No Vandalism or Removal of Materials

(Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the

City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Part II of the Interim Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement. If the Owner fails to ensure that the restrictions and requirements set out in Part II of the Interim Conservation Plan are fully observed, the City may and is authorized to undertake the necessary works to ensure that the restrictions and requirements set out in Part II of the Interim Conservation Plan are fully observed, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.
- (j) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Interim Conservation Plan.
- (k) The Owner acknowledges and agrees that any City approval of its redevelopment of the Lands will require the Owner to enter into a new heritage revitalization agreement incorporating a final *conservation* plan for the protection of the *heritage value* and *heritage character* of the Lands.

Variation to By-laws

- 3. No variations to by-laws are applicable to the Lands.

Construction and Maintenance

- 4. Wherever under this Agreement the Owner maintains or in any way alters improvements on, or features of the Lands identified in the Interim Conservation Plan as having *heritage value* and *heritage character* or constructs or maintains other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Interim Conservation Plan and as agreed by the City and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and *conservation* practice.

No Liability to City

- 5. In no case shall the City be liable or responsible in any way for:
 - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or

- (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person,

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

Reasonable Care and Risk

- 6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to person or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

Modification

- 7. If, in fulfilling its responsibilities and obligations pursuant to this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions, requirements of this Agreement, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

Indemnity

- 8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of this Agreement, or by reason of any work or action of the Owner in performance of its obligations, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Local Government Act and the Community Charter, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Interim Conservation Plan, and Sections 2 and 4 of this Agreement.

No Waiver

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

Statutory Authority and Proprietary Rights

12. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive by-law enacted by the City, or permit, license or *approval*, granted, made or issued hereunder, or pursuant to statute, by the City shall stop, limit or impair the City from relying upon and enforcing this Agreement.

Compliance with Laws

13. Despite any provision of this Agreement, the Owner shall comply with all laws, including by-laws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation of this Agreement to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

Notice

14. Any notice to be given under this Agreement shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the City:

Attention: City Clerk

CITY OF SURREY
14245 56 Avenue
Surrey, B.C. V3X 3A2

If to the Owner:

0948184 B.C. LTD., INC.NO. 0948184
Suite 201 12837 76 Ave
Surrey, BC V3W 2V3

Any party may at any time give notice in writing to the other of any change of address and after the third day of giving of the notice, the address specified in the notice shall be the address of the party for the giving of notices.

If title to the Lands is transferred to a new Owner, the new Owner shall provide notice in writing to the City within 15 days of such a transfer providing the name of the new Owner, the contact for notice if it is different than the Owner and the new address to which notices are to be sent.

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Interim Conservation Plan and any determination pursuant to Section 1(a) of this Agreement may require that the matter be decided and determined by binding arbitration as follows:
 - (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
 - (b) The City shall within thirty (30) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute;
 - (e) Any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties;
 - (f) The arbitrator shall award the prevailing party full compensation for all costs and expenses of the arbitrator, costs and fees of the proceedings and solicitor-client costs and expenses; and
 - (g) The arbitrator shall issue a final decision regarding the dispute within twenty-five (25) business days after the arbitrator's appointment, subject to extension of that time by agreement of the parties.
16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

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

Schedules

18. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

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

Interpretation

20. Terms used in this Agreement that are italicized are defined in the Local Government Act, and the Heritage Conservation Act, R.S.B.C. 1996, c.187, as amended, re-enacted or consolidated from time to time and any successor statute, and shall take their meaning from those Acts.

Successors Bound

21. All restrictions, rights and liabilities imposed upon or given to the respective parties under this Agreement shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements on the part of the Owner.

Notice to be Filed

22. Notice of this Agreement and amendments to it will be filed in the Land Title Office and once filed, this Agreement and amendments will be binding on all persons who acquire an interest in the Lands

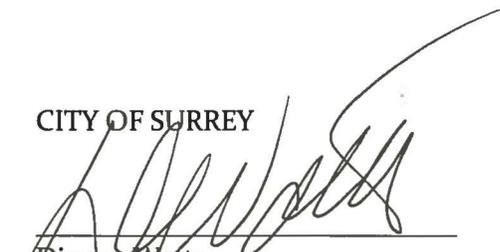
IN WITNESS WHEREOF the Owner and the City have executed this Agreement as of the date first above written.

0948184 B.C. LTD., INC.NO. 0948184
by its authorized signatory



Avtar Johl

CITY OF SURREY



Dianne Watts
Mayor



Jane Sullivan
City Clerk



Appendix "A"

INTERIM CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The historic place is the Norman Bose Farm at 16420/16430 – 64 Avenue, in Surrey Centre, the eastern (higher) portion of the former Henry Bose Farm, which since 1952 has been a self-standing agricultural property. It is a rich cultural landscape that contains more than a dozen and a half buildings, including two principal houses, numerous barns, sheds, and utility buildings, arranged along a principal north-south drive.

2. Heritage Value of Historic Place

The historic place has considerable heritage value for its long and close association with the Bose family, a pioneer Surrey family that has played an important role in the community for more than a century. It also has value for its association with the Churchland family. The property has further significance as a cultural landscape that illustrates farming in Surrey and retains much of the feel of agricultural Surrey of past generations. The structures and landscape features individually are representative of past methods of building and growing; collectively they have enormous value as a historic agricultural ensemble.

The Bose family has been dominant in Surrey community life since shortly after English-born Henry Bose purchased a quarter-section in Surrey Centre – of which this forms a part – in 1892. He married May Churchland, the daughter of pioneer merchant John Churchland, a community leader who had participated in building Christ Church, Surrey Centre. Henry Bose served as a Surrey Councillor, Reeve (1905-10), and for 35 years as Police Magistrate. He was a founding member of the Farmers Institute, the Surrey Cooperative Association (and its president for 25 years), and the Cloverdale Odd Fellows Lodge, all important local community organizations; and he served as Secretary-Treasurer of the Lower Fraser Valley Agricultural Association. Bose Road – now 64 Avenue, onto which the farm faces – was named after him.

In 1952, a year after Henry Bose's death, the farm was subdivided among three of Henry and May's children. This portion, at the summit of the hill, went to second son Norman Bose and his wife, Mildred. They farmed the property commercially until Norman's death in 1989. The Bose family remains active in community affairs as well as agriculture.

The farm was representative of agricultural enterprises in Surrey, growing mostly hay, oats, and potatoes, and keeping a dairy herd of Holsteins. Its many buildings and structures reflect the former high level of activity: they include a calf barn, horse barn, hay barn, pole barn, chicken coop, granary, root house, sheds, and more. The property also contains two principal houses.

Closer to the road is the main Bose Farmhouse, reportedly built around 1898, which commands a superb view of the Serpentine River, Surrey's fields, the Fraser River delta, and the North Shore mountains. Higher up the hill, behind the Bose House, is the Emma Churchland House, built around 1930 for Henry Bose's mother-in-law by her son, Jack Churchland. A building of particular interest, near the bush at the rear of the site, is the Powder House, which was the distribution point for blasting powder (used for stump clearing) throughout the Lower Mainland. A long north-south drive forms an axis along which the buildings are arranged. Collectively, the structures and the landscape tell the story of an extended family that successfully worked the land.



3. Character Defining Elements

The key elements that define the heritage character of the Norman Bose Farm include:

- the hill-top site, which commands superb views towards the northwest;
- the view of the Henry Bose Farmhouse from 64 Avenue (Bose Road);
- the rectangular massing, medium-pitched gable roofs, and wood cladding and trim of the Henry Bose Farmhouse and Milk Cooling Shed;
- the Henry Bose Farmhouse, with its t-shaped cross-gable form, 1.5-storey massing, wrapping porch, plain street elevation, 4-over-4, 4-over-1, and 1-over-1 double-hung wood-sash windows, wood doors, wood details (e.g., porch details), cedar shake or sawn shingle roof, and internal red brick chimney; and
- the Milk Cooking Shed with its gable roof, double sash casement windows, drop siding, cedar shake or sawn shingle roof, wood doors, and wood detailing in the gable end.

4. Existing Exterior Appearance and Features

The following depicts some of the details of the Henry Bose Farmhouse:



North elevation



South elevation



West elevation



East elevation



Boulder footing, post and sill beam





Example of original doors

Example of original window



Detail of porch column and console



Detail of porch ornamentation: curved beam, dentil pattern carved into beam, and corner brackets.



Closer detail of bracket

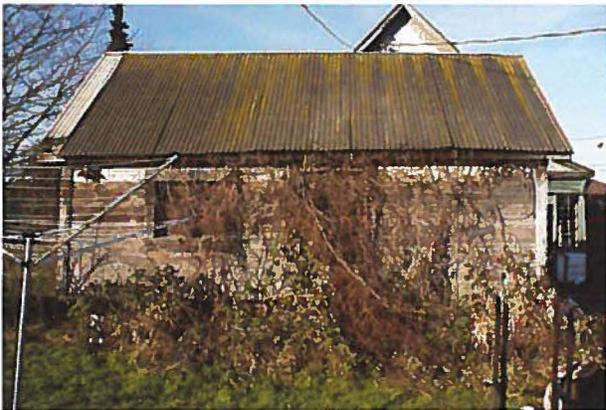
The following depicts some of the details of the Milk Cooling Shed:



West elevation



East and north elevations



South Elevation



West and north elevations



Example of wood detailing



Example of wood window

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General Maintenance

The Buildings shall be maintained in good repair. Original exterior features shall be retained. When replacement is necessary, new materials shall replicate the original in terms of material, design, colour and texture.

2. Weather & Infestation

The Buildings shall be maintained so as to reasonably prevent or effectively retard damage from the elements. This includes, but is not limited to, preventing water penetration and excessive damage to materials from wind, sun and infestations.

3. Painting

The Buildings shall be painted as necessary to protect exterior finish materials and the general appearance of the Buildings. Paint colour to be selected in consultation with the City Architect.

4. Structural Integrity

The structural integrity of the Buildings shall be maintained in good repair and in a manner that provides sufficient structural integrity so as to sustain safely its own weight and any additional loads and influences to which it may be subjected through normal use.

5. Standards

The “Standards and Guidelines for the Conservation of Historic Places in Canada”, established under the Historic Places Program or successor guidelines as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Part II on the Buildings.

6. Timing and Phasing

This provision does not apply to the Lands.

7. Heritage Alteration Permit(s) Approval

A. Changes to the building, structure, or the exterior appearance of the Buildings, features on the Lands identified in the Interim Conservation Plan or character-defining elements may require the Owner to apply for a heritage alteration permit or obtain approval from the City.

Proposed changes shall be referred to the Planning & Development Department of the City prior to the commencement of any work to determine if the changes require or do not require a heritage alteration permit.

- B. A heritage alteration permit may not be required for the following alterations:
- (a) Changes to the Interim Conservation Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Buildings;
 - (b) Restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent architect acceptable to the City with experience in restoration of heritage buildings; or
 - (c) Simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the Buildings.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
- (a) changes to the structure of the Buildings;
 - (b) changes to the exterior appearance of the Buildings;
 - (c) replacement of existing elements and/or construction of additions; or
 - (d) changes to the external appearance of the Buildings due to interior renovations.

If a heritage alteration permit is determined to be required, the Owner shall apply to the City for a heritage alteration permit before undertaking any of the works listed in this Section 7.C.

After the heritage alteration permit application is submitted, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of the General Manager of Planning and Development and the Heritage Advisory Commission, or by a City official delegated by City Council.

8. Building Permit Approval

Construction, alterations or other actions to be authorized by a building permit shall be consistent with the provisions of the Interim Conservation Plan and/or with heritage alteration permits sanctioning construction, alterations or other actions.

As the Buildings are recognized as a historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the building. To utilize Building Code equivalencies, the Owner shall retain a qualified architect that is acceptable to the City Architect.