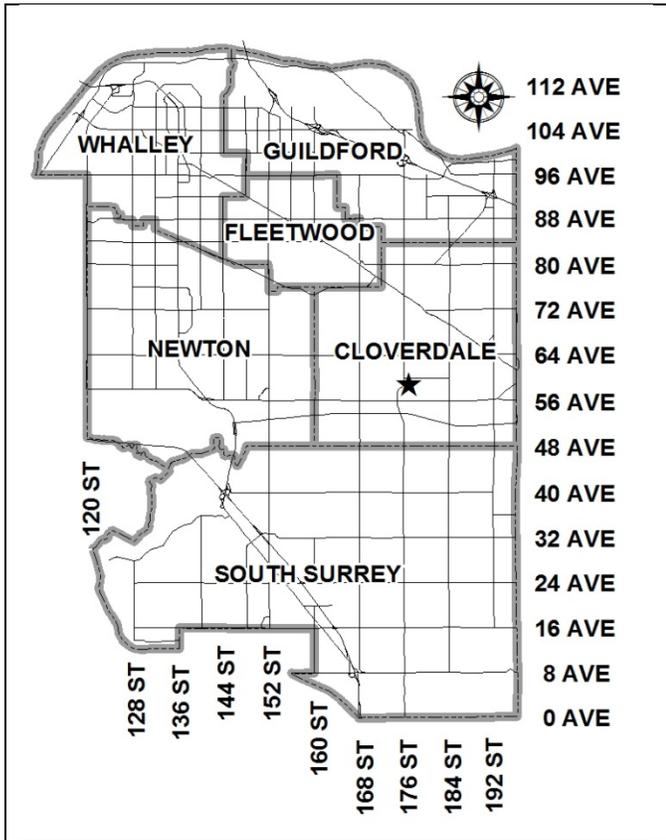


City of Surrey
PLANNING & DEVELOPMENT REPORT

File: 7914-0241-00

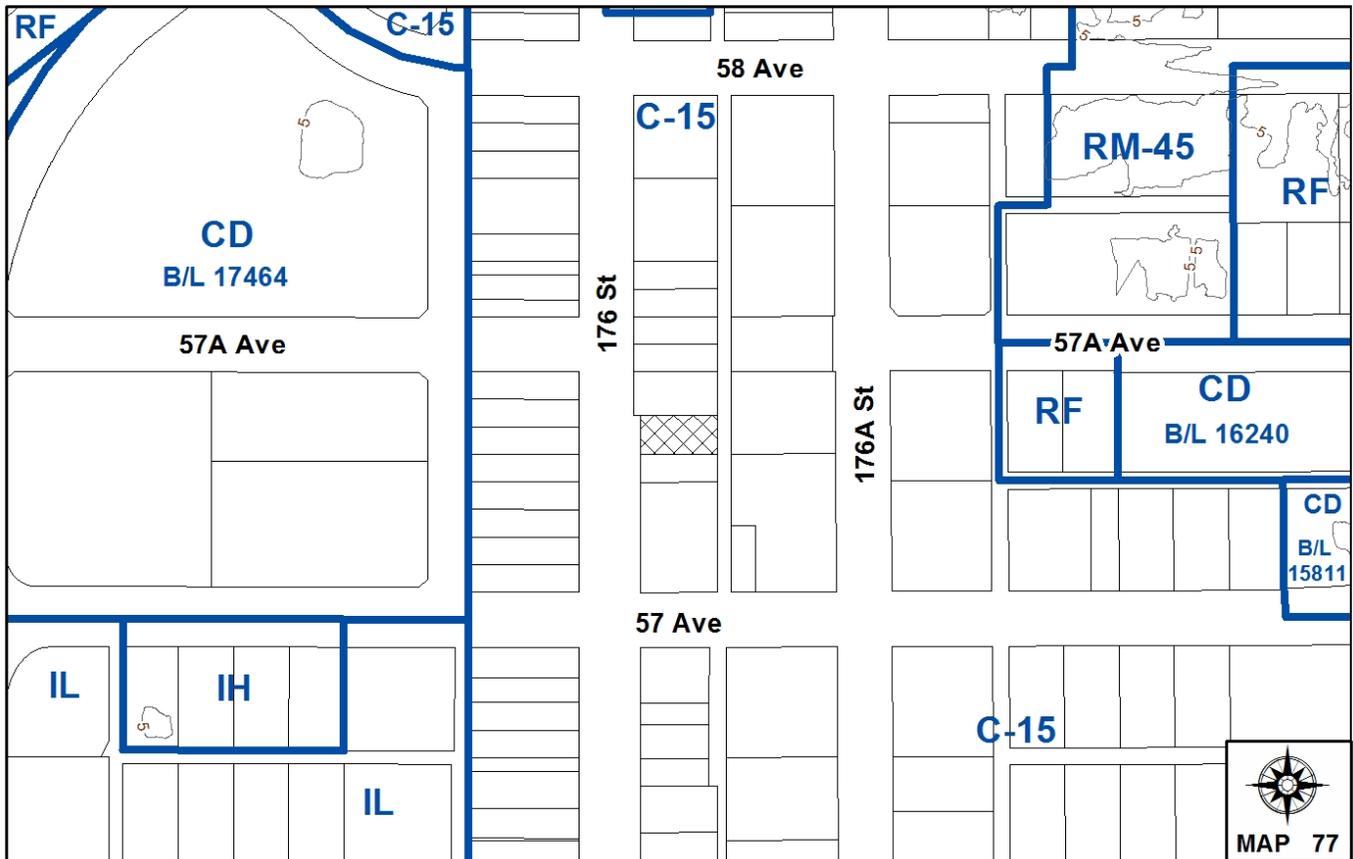
Planning Report Date: February 23, 2015



PROPOSAL:

- **Heritage Revitalization Agreement**
 in order to revitalize and protect the Clova Theatre.

LOCATION: 5732 - 176 Street
OWNER: Willingdon Charitable Holdings Society
ZONING: C-15
OCP DESIGNATION: Town Centre
TCP DESIGNATION: Town Centre Commercial



RECOMMENDATION SUMMARY

- Introduce a Heritage Revitalization Agreement (HRA) By-law to revitalize and protect the Clova Theatre and a date for Public Hearing be set.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- Seeking a variance to the off-street parking requirement of the Zoning By-law, and variances to the Sign By-law.

RATIONALE OF RECOMMENDATION

- The intent of the proposed Heritage Revitalization Agreement (HRA) By-law is to retain and restore the Clova Theatre, which has been on the Surrey Heritage Register since 1998.
- The HRA By-law will contribute to the City's goal of promoting the long-term preservation of the City's heritage stock.
- As there is no on-site parking, a variance is required for on-site parking requirements.
- The proposed variances to the Sign By-law will allow for the signage on the building to more accurately reflect the original Clova Theatre signage.
- The proposed variances are incorporated in the HRA By-law.
- The Surrey Heritage Advisory Commission supports the proposed HRA By-law.

RECOMMENDATION

The Planning & Development Department recommends that:

1. a By-law be introduced to allow the property owner and the City of Surrey to enter into a Heritage Revitalization Agreement for the Clova Theatre (Appendix III).
2. Council instruct staff to resolve the following issue prior to final adoption:
 - (a) the applicant adequately satisfy the impact of no on-site parking, to the satisfaction of the Planning and Development Department.

REFERRALS

Engineering: The Engineering Department has no concerns.

Heritage Advisory Commission (HAC): The HAC passed a recommendation on January 21, 2015, supporting a Heritage Revitalization Agreement (HRA) for the Clova Theatre being forwarded to Council.

SITE CHARACTERISTICS

Existing Land Use: Historic Clova Theatre, which is being retained.

Adjacent Area:

Direction	Existing Use	OCP/TCP Designation	Existing Zone
North:	One-storey commercial building.	Town Centre / Town Centre Commercial	C-15
East:	Parking lot.	Town Centre / Town Centre Commercial & Parks and Open Space	C-15
South:	Two-storey commercial building.	Town Centre / Town Centre Commercial	C-15
West (Across 176 Street):	One and two-storey commercial buildings.	Town Centre / Town Centre Commercial	C-15

DEVELOPMENT CONSIDERATIONSBackground

- The 404-square metre (4,349-sq.ft.) Clova Theatre site is located mid-block between 57 Avenue and 58 Avenue on 176 Street, at 5732 – 176 Street in the Cloverdale Town Centre. The subject site is zoned "Town Centre Commercial Zone" (C-15), is designated "Town Centre" in the Official Community Plan (OCP) and "Town Centre Commercial" in the Cloverdale Town Centre Plan (TCP).

- The Clova Theatre has significant heritage value and has been listed on the Surrey Heritage Register since 1998.
- Designed by prominent architect, H. H. Simmonds, and constructed in 1946-47, the Clova Theatre is in the Streamline Moderne style of the postwar era. The theatre is valued as one of the first modern buildings built in Cloverdale during the postwar era, and is identifiable for its smooth, curved stucco-clad front façade and projecting theatre marquee.
- The theatre recalls a period when Cloverdale's downtown area was still a regional commercial, retail and entertainment centre, prior to the arrival of the automobile-oriented suburban shopping malls. Downtown areas such as Cloverdale contained all essential services for the population, with movie houses being an essential cultural element. The Clova Theatre was highly significant to the community, as television was not yet widely available and movies were the main form of public entertainment.
- The Clova Theatre is also a significant example of the work of prominent local architect H.H. Simmonds, who was responsible for numerous movie theatres throughout British Columbia.
- The Clova Theatre has been drastically altered over the years, most notably during the filming of the television show Smallville in the early 2000's, which transformed the streetscape directly around the Clova Theatre. The theatre as it exists today retains a high degree of the detailing and alterations that took place during this time.
- The Clova Theatre continued to operate as a movie house until 2014, when the operator decided to close down after years of trying to raise funds to upgrade the theatre to digital film technology.
- The property was purchased by a local community church group in 2014, and has been operating as a community public assembly space.

Current Proposal

- The owner is proposing to enter into a Heritage Revitalization Agreement (HRA) with the City of Surrey in order to allow exterior and interior renovations which will preserve the original features of the Clova Theatre. The intent of the HRA is to protect the theatre as part of its renovations, to ensure the long-term conservation of the City's heritage stock.
- The Clova Theatre building will remain in its existing midblock location on 176 Street.

HERITAGE REVITALIZATION AGREEMENT

- The heritage conservation plan, which is attached to and forms part of the HRA, was prepared by Donald Luxton & Associates (Appendix III). The plan identifies conservation measures to be undertaken by the owner in order to maintain and restore the building.
- The Heritage Advisory Commission (HAC) reviewed the application and found the proposed changes to be acceptable (Appendix II).

- While the Clova Theatre has been changed over the years, a number of original features and archival images do exist, which will enable a more accurate restoration of the original front façade.
- The proposed HRA prescribes the terms and conditions of continuing protection for the heritage value and heritage character of the theatre. The HRA contains a detailed conservation plan that outlines the changes that can be made to elements including the exterior terrazzo, front façade, windows, doors, box office, marquee, lighting, roof, signage and interior features.
- While the existing C-15 zoning is to remain, the applicant is proposing a variance in the HRA to the parking requirements in the Zoning By-law for assembly hall uses. The applicant is not proposing to provide any on-site parking spaces, as the small size of the lot and zero lot line siting of the building on all sides cannot accommodate parking.
- Due to the inability to provide off-street parking, the applicant is required to contribute towards the City Parking Fund in accordance with the City's Off Street Parking Facilities By-law No. 3470. Planning and Engineering staff consider the revitalization of the historic building as an important community benefit. As such, the revitalization investment is being considered in lieu of the contribution for parking shortfall. However, if the renovation value is less than the required contribution for the parking shortfall, the applicant will be required to contribute the difference. This will be addressed prior to final adoption of the HRA.
- In addition, the applicant has existing parking agreements with neighbouring businesses that will provide parking for church members during gatherings. These agreements are informal, are not registered on the titles of the neighbouring properties, and provide no guarantee that the off-site parking stalls will be available in the future.
- The church has operated in the existing building since 2014, and staff are unaware of any local parking concerns.
- The applicant is proposing several variances to the Sign By-law requirements in order to allow for the signage on the building to more accurately reflect the original Clova Theatre signage. The proposed variances are as follows:
 - the requirement prohibiting murals in the Sign By-law is waived;
 - the number of fascia signs is increased from 2 to 4;
 - the maximum permitted sign area for fascia signs is increased from 14.3 square metres (154 sq. ft.) to 24.3 square metres (262 sq. ft.); and
 - the maximum permitted sign area for projecting signs is increased from 3 square metres (32 sq. ft.) to 6.5 square metres (70 sq. ft.).
- The proposed signage design has been reviewed by staff and found to be generally acceptable as it is in keeping with the original historic signage of the Clova Theatre.
- Staff support the proposed variances as part of the Heritage Revitalization Agreement By-law.

- To ensure future owners are aware of the HRA after a Heritage Revitalization Agreement By-law is approved by Council, a notice (not the By-law) is registered on the title of the land at the Land Title Office.

PRE-NOTIFICATION

Pre-notification letters were mailed on September 12, 2014 and staff received correspondence from the Cloverdale Community Association (letter attached) with the following comments (staff comments in italics):

- The Cloverdale Community Association supports the protection of the Clova Theatre; however, prefers the design and colour scheme as it now exists, as opposed to the original scheme, which is “flat and boring”. The Association is of the opinion that most Cloverdale residents identify with the present look of the theatre, which has existed for several decades, and few can recollect the original Clova.

(The intent of the HRA is to restore the Clova Theatre to reflect its original features and heritage character, which includes a cream and black colour scheme. The HRA has the support of the Surrey Heritage Advisory Commission.)

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Lot Owners and Action Summary
Appendix II.	Excerpt from Surrey Heritage Advisory Commission Minutes (Draft)
Appendix III.	Proposed Heritage Revitalization Agreement By-law
Appendix IV.	Letter from Cloverdale Community Association

original signed by Judith Robertson

Jean Lamontagne
General Manager
Planning and Development

LM/da

Present:

Chair - Councillor Woods
R. Hart
P. Priddy
S. Thomas
P. Sooch – Youth Representative
K. Tecson – Youth Representative

Absent:

B. Hol

Guest:

D. Johnston, Surrey Historical Society

Staff Present:

D. Luymes, Planning & Development
J. O'Donnell, Parks, Recreation & Culture
K. Baglo, Planning & Development
K. Tiede, Transportation Planning
O. Croy, Parks, Recreation & Culture
P. Bellefontaine, Transportation Planning
L. Moraes, Planning & Development
T. Mueller, Legislative Services

D. NEW BUSINESS**1. PLANNING & DEVELOPMENT****(a) Clova Theatre (5732 - 176 Street) Proposed Heritage Revitalization Agreement (HRA)**

File: 6800-10; 7914-0241-00

The following comments were made:

- The Clova Theatre, built in 1947, was added to the Community Heritage Registry in 1998. The Theatre is valued as one of the first modern buildings built in Cloverdale during the postwar era. The Theatre recalls a period when Cloverdale's downtown area was still a regional commercial, retail and entertainment centre. The Theatre closed its doors in 2014 due to declining attendance and antiquated technology.
- The applicant is committed to conserving the Clova Theatre's heritage value by rehabilitating the building and restoring its original character-defining elements. The Theatre will be restored to its original colour scheme.
- Variances will be required to: waive the off-street parking requirement of the Zoning By-law; waive the requirements prohibiting murals in the Sign By-law; vary the Sign By-law to increase the number of fascia signs; vary the Sign By-law to increase the permitted sign area for fascia signs; and, vary the Sign By-law to increase the permitted sign area for projecting signs.
- Staff noted that the marquee will be retained and that it will mimic the historic sign. The Commission stated that the project is an excellent example of adaptive reuse.

It was Moved by Commissioner Priddy
Seconded by Commissioner Hart
That the Surrey Heritage Advisory
Commission (SHAC) recommends that:

1. The Clova Theatre (5732 - 176 Street) Proposed Heritage Revitalization Agreement (HRA) be received as information; and
2. The General Manager, Planning and Development forward the Clova Theatre HRA to Council for consideration following legal review.

Carried

CITY OF SURREY

BY-LAW NO.

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, Chapter 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: 003-813-240
 Lot 39 Section 8 Township 8 New Westminster District Plan 5067

5732 176 Street

(the "Lands");

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

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

- 1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this By-law as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.
- 2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.
- 3. Schedule "I" forms a part of this By-law.

4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 20 , No._____."

READ A FIRST AND SECOND TIME on the ____day of____20 .

READ A THIRD TIME on the ____day of____20 .

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the ____day of____20 .

_____ MAYOR

_____ CLERK

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 20 , No._____]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 20

BETWEEN:

WILLINGDON CHARITABLE HOLDINGS SOCIETY,
INC. NO. S-50391
4812 Willingdon Avenue
Burnaby, British Columbia V5G 3H6

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 13450 104 Avenue
Surrey, British Columbia V3T 1V8

(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: 003-813-240
Lot 39 Section 8 Township 8 New Westminster District Plan 5067

5732 176 Street

(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. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands;

- E. The Owner has agreed to the terms for compensating the City for the loss in *heritage value* in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached to this Agreement as Appendix "A" (the "Conservation Plan") and Appendix "B" (the "Donald Luxton & Associates Inc. Plan");
- G. The improvements or features identified in the Conservation Plan as The Clova Theatre (the "Theatre") is listed on the Surrey Heritage Register and the Owner and the City consider that the Theatre has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Theatre; and
- H. The Lands are subject to variances contained in Appendix "C".

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, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "Local Government Act"), as follows:

Conservation Plan

- 1. (a) The Conservation Plan and the Donald Luxton & Associates Inc. Plan form a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan or the Donald Luxton & Associates Inc. Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and the Donald Luxton & Associates Inc. Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.
- (b) Part I of the Conservation Plan 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 Conservation Plan sets out the maintenance strategy, general standards and exemptions for the *conservation* and maintenance of all improvements and features on the Lands that have *heritage value* and *heritage character*. Part III of the Conservation Plan sets out the standards and specifications for restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement, including, but not limited to: the overall form; exterior terrazzo; front façade, fenestration; box office; marquee; lighting; roof; signage; interior features; and paint.

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

2. The Owner covenants and agrees that:
- (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
 - (b) Each action of restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II and III of the Conservation Plan and the Donald Luxton & Associates Inc. Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
 - (c) All improvements identified in the 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 Conservation Plan and the Donald Luxton & Associates Inc. Plan.
 - (d) In the event the Theatre is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Theatre 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 Theatre. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Theatre shall reflect the character-defining elements and design components including, but not limited to: mid-block location in downtown Cloverdale, continuous use for public assembly, form, scale and massing as expressed by its regular, rectangular plan and low-pitched roof with canted edges behind raised front parapet, concrete foundation and masonry walls with a smooth, stucco clad façade, and truss roof construction, Streamline Moderne features such as the serpentine front façade with unadorned stucco finish, exterior details such as the centrally placed box office, elongated stylized keystone detail over the side window on the second floor of the front façade, vertical 'Clova' neon can sign and a projecting front marquee, double-hung 1-over-2 wooden-sash window on the second floor façade, and elements of the original layout and design such as the entry lobby, illuminated signs located above the auditorium access doors and the raked auditorium, all as subject to approval by the City Architect or designate.
 - (e) In the event the Theatre is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Theatre. 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 Theatre. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the Theatre shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to approval by the City Architect or designate.

- (f) In the event that the Theatre 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 \$55,259.22 indexed to the Vancouver Consumer Price Index (CPI) with 2014 being the base year, except that if the Theatre is destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the 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 the Theatre become vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Theatre and Lands including, but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide to the City in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Theatre, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the Theatre, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands and to conduct inspections to determine that the security measures continue to be in place.
- (h) Should the Theatre become vacant and unoccupied during construction or other redevelopment of the Lands, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE
No Vandalism or Removal of Materials
(Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) Once the Theatre is occupied, there must be appropriate security measures in place to maintain the integrity and security of the Theatre and Lands. Should the Theatre become vacant and unoccupied for a period of 30 days or more, the requirements in 2(g) apply, including the right of the City to enter onto the Lands to carry out the necessary works at the expense of the Owner and confirm that security measures are in place, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide to the City in writing a 24-hour emergency contact number.
- (j) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan and the Donald Luxton & Associates Inc. Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.

- (k) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan and the Donald Luxton & Associates Inc. Plan.
- (l) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the Community Charter, S.B.C. 2003, c.26 (the "Community Charter").

Variations to By-laws

- 3. The Lands are subject to variances contained in Appendix "C".

Construction and Maintenance

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

No Liability to City

- 5. In no case shall the City be liable or responsible in any way for:
 - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person,arising directly or indirectly from compliance with the restrictions and requirements of this Agreement, wrongful or negligent failure or omission to comply with its restrictions and requirements, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements or with any other term, condition or provision of this Agreement.

Reasonable Care and Risk

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

Modification

7. If, in fulfilling its responsibilities and obligations pursuant to this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions, 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 nonperformance 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 restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan and the Donald Luxton & Associates Inc. Plan, and Sections 2 and 4 of this Agreement.

No Waiver

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

Statutory Authority and Proprietary Rights

12. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive 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
13450 104 Avenue
Surrey, BC V3T 1V8

If to the Owner:

Willingdon Charitable Holdings Society, Inc. No. S-
50391
4812 Willingdon Avenue
Burnaby, British Columbia V5G 3H6

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

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

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and the Donald Luxton & Associates Inc. Plan and any determination pursuant to Section 1(a) of this Agreement may require that the matter be decided and determined by binding arbitration as follows:
- (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
 - (b) The City shall within thirty (30) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute;

- (e) Any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties;
 - (f) The arbitrator shall award the prevailing party full compensation for all costs and expenses of the arbitrator, costs and fees of the proceedings and solicitor-client costs and expenses; and
 - (g) The arbitrator shall issue a final decision regarding the dispute within twenty-five (25) business days after the arbitrator's appointment, subject to extension of that time by agreement of the parties.
16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the Lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

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

Schedules

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

Number and Gender

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

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, Chapter 187, as amended, re-enacted or consolidated from time to time and any successor statute, and shall take their meaning from those Acts.

Successors Bound

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

Notice to be Filed

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.

WILLINGDON CHARITABLE HOLDINGS SOCIETY, INC. NO. S-50391

Ray Fast

Christopher Davidson

CITY OF SURREY

Linda Hepner
Mayor

Jane Sullivan
City Clerk

Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The Clova Theatre is a modest, Streamline Moderne neighbourhood movie house located mid-block on the main commercial street of Cloverdale. Identifiable by its smooth, curved stucco-clad front façade and projecting theatre marquee, the Clova Theatre continues to operate as a venue for public assembly.

2. Heritage Value of Historic Place

Constructed in 1947, the Clova Theatre is valued as one of the first modern buildings built in Cloverdale during the postwar era. Constructed immediately after the Second World War, the theatre recalls a period when Cloverdale's downtown area was still a regional commercial, retail and entertainment centre, prior to the arrival of the automobile oriented suburban shopping malls. Downtown areas such as Cloverdale contained all essential services for the expanding population, with movie houses being an important cultural element. The Clova was highly significant to the community, as television was not yet widely available and movies were the main form of public entertainment.

Additionally, the Clova Theatre is valued as a rare surviving example within Surrey of the Streamline Moderne style. A later variation of Art Deco architecture, it displays the influence of the technological marvels of the day such as airplanes, steamships and locomotives, and was characterized by rounded corners and smooth planar surfaces. The refined appearance stems from the elegantly clean and simple, serpentine profile of the façade, reflected in fashionable building materials and machine-inspired design. Used for many decades as a movie theatre, The Clova continues to be used as community public assembly space.

The Clova Theatre is also significant as an example of the work of prominent local architect H.H. Simmonds, who was responsible for numerous movie theatres throughout the province. Adept at industrial, commercial and residential projects, Simmonds was an expert in the design of large, clearspan concrete structures with truss roofs, which provided a fireproof environment for public buildings, including several of the largest buildings at the Pacific National Exhibition in Vancouver.

3. Character Defining Elements

Key elements that define the heritage character of the Clova Theatre include its:

- mid-block location in downtown Cloverdale;
- continuous use for public assembly;
- form, scale and massing as expressed by its regular, rectangular plan and low-pitched roof with canted edges behind raised front parapet;
- concrete foundation and masonry walls with a smooth, stucco clad façade, and truss roof construction;
- Streamline Moderne features such as the serpentine front façade with unadorned stucco finish;

- exterior details such as the centrally placed box office, elongated stylized keystone detail over the side window on the second floor of the front façade, vertical ‘Clova’
- neon can sign and a projecting front marquee;
- double-hung 1-over-2 wooden-sash window on the second floor façade; and
- elements of the original layout and design such as the entry lobby, and the raked auditorium.

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The restoration of the Theatre, including works that are consistent with Part III – Restoration Standards and Specifications, must commence within 90 days following the adoption of a by-law to enter into this Agreement.

B. Maintenance Strategy

The strategy to ensure ongoing conservation of the Theatre shall consist of a Maintenance Plan and a Funding Strategy.

The Maintenance Plan shall be prepared with input from a conservation architect or qualified heritage consultant that is acceptable to the City. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting or staining, sealing, weather-stripping and the like.

The Funding Strategy shall include, but is not limited to, whether or not the Owner intends to absorb all the costs, undertake fundraising or seek government financial incentives, including those available from the City.

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within one (1) year of the adoption of a by-law to enter into this Agreement.

The Maintenance Plan and Funding Strategy for the Theatre shall include, but is not limited to, the following:

- (a) A description and a time schedule for the renovations, repair, and replacement of the exterior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Renovation Standards and Specifications;
- (b) A description and time schedule for the ongoing maintenance of the elements, *landscaping* or other identified works on the Lands and other relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;

- (c) Ongoing maintenance of *landscaping*;
- (d) A colour scheme for the exterior of the Theatre;
- (e) A description of any matters noted in Part III – Renovation Standards and Specifications or in the plans attached to this Agreement as requiring further details; and
- (f) A financial plan detailing the funding for the renovation and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

C. Amending an Established Maintenance Strategy

An Owner may apply to the City to amend an existing Maintenance Plan and Funding Strategy. Any amendment is subject to approval by the General Manager, Planning and Development and, if deemed necessary by the General Manager, Planning and Development, the Heritage Advisory Commission.

2. Standards

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

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, the relocation and restoration of the Theatre shall commence within 90 days following the adoption of a by-law to enter into this Agreement and be carried out pursuant to a building permit issued by the City authorizing the works. The Owner shall insure that the restoration of the Theatre shall be completed and a final occupancy permit or equivalent for the Theatre shall be issued within two years of the adoption of a by-law to enter into this Agreement.

4. Heritage Alteration Permit(s) Approval

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

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

- B. A heritage alteration permit may not be required for alterations including, but not limited to, the following:
 - (a) changes to the Conservation Plan or the Donald Luxton & Associates Inc. Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Theatre;

- (b) restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent conservation architect or qualified heritage consultant acceptable to the City; or
 - (c) simple repair and maintenance of existing elements not affecting the *building* structure, exterior or interior appearance of the Theatre.
- C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:
 - (a) changes to the Theatre structure;
 - (b) changes to the exterior appearance of the Theatre;
 - (c) replacement of existing elements and/or construction of additions to the Theatre;
 - (d) changes to the external appearance of the Theatre due to interior renovations.

If a heritage alteration permit is determined to be required, the Owner shall apply to the City for a heritage alteration permit before undertaking any of the works listed in this Section 4.C.

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

5. Building Permit Approval

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

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

6. Conditions

- A. The works specified in Part III and attachments to this Conservation Plan shall be supervised by a conservation architect or qualified heritage consultant acceptable to the City.
- B. The works specified in Part III and attachments to this Conservation Plan shall be approved by a conservation architect or qualified heritage consultant acceptable to the City prior to the City granting final building approval.

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Overall Form:

See Section 5.2 “Overall Form” of the Donald Luxton & Associates Inc. Plan.

2. Exterior Terrazzo:

See Section 5.3 “Exterior Terrazzo” of the Donald Luxton & Associates Inc. Plan.

3. Front Façade:

See Section 5.4.1 “Stucco”, Section 5.4.2 “Tiles”, and Section 5.4.3 “Trim” of the Donald Luxton & Associates Inc. Plan.

4. Fenestration:

See Section 5.5.1 “Windows” and Section 5.5.2 “Doors” of the Donald Luxton & Associates Inc. Plan.

5. Box Office:

See Section 5.6 “Box Office” of the Donald Luxton & Associates Inc. Plan.

6. Marquee:

See Section 5.7 “Marquee” of the Donald Luxton & Associates Inc. Plan.

7. Lighting:

See Section 5.8 “Lighting” of the Donald Luxton & Associates Inc. Plan.

8. Roof:

See Section 5.9 “Roof” of the Donald Luxton & Associates Inc. Plan.

9. Signage:

See Section 5.10 “Signage” of the Donald Luxton & Associates Inc. Plan.

10. Interior Features:

See Section 5.11 “Interior Features” of the Donald Luxton & Associates Inc. Plan.

Changes to the interior of the Theatre that do not affect the exterior appearance of the Theatre are permitted without prior issuance of a heritage alteration permit.

11. Paint:

See Section 5.12 “Exterior Colour Schedule” of the Donald Luxton & Associates Inc. Plan.

The exterior paint colour shall be subject to the prior written approval of the City. If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Theatre or heritage colours appropriate for the period of the Theatre.

Changes to the exterior colour scheme shall not be undertaken without being reviewed and approved by the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme. The following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

Stucco – Sherwin Williams SW 7678 'Cottage Cream' (Finish: Flat)
Wood Trim (Stucco build-outs) – Benjamin Moore VC-35 'Gloss Black' (Finish: Low Gloss)

Prior to final paint application, samples of these colours should be placed on the *building* to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the heritage consultant.

12. New Construction:

New construction not provided for in this Conservation Plan will be subject to a heritage alteration permit.

13. Accessory Buildings and Structures:

No placement of *accessory buildings* or *structures* shall be permitted within 3 metres of the Theatre without first obtaining a heritage alteration permit.

14. Plans and Elevations:

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

These attachments depict the above described and additional details regarding the standards and specifications for restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Conservation Plan.

15. Other:

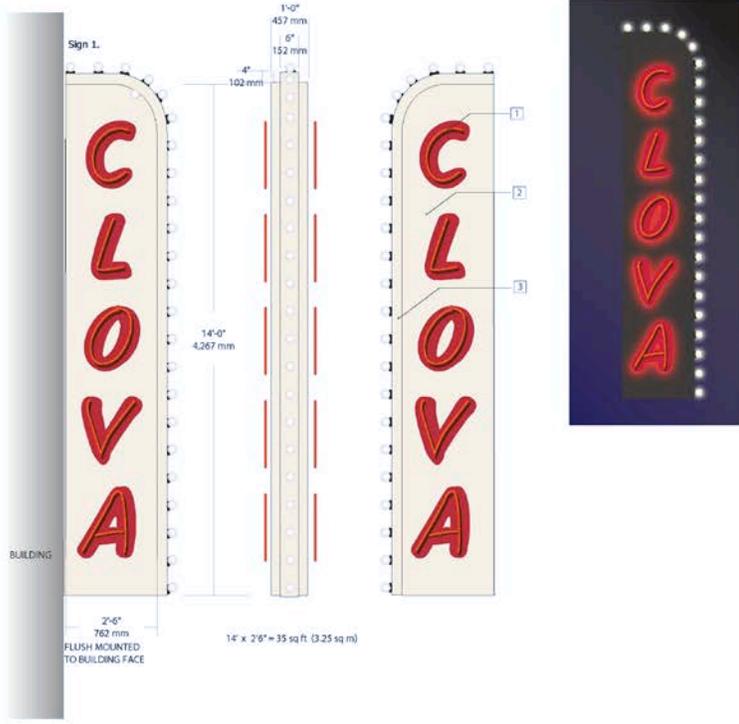
The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or replaced by stylistically foreign elements, new replacements shall be consistent with the original design and done in consultation with an independent conservation architect or qualified heritage consultant acceptable to the City.

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

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

Appendix "A-1"

Plans and Elevations



Sign Type 1
New double face projecting sign
SPECIFICATIONS

- 1] Exposed can red single tube neon on dark red vinyl letters 3630-73 dark red vinyl 15mm Exposed can red neon
- 2] Projecting sheet metal cabinet Painted Cottage Cream with vinyl letters
- 3] LED marquee clear bulbs on raceway raceway painted Cottage Cream Painted MP 2007 Lt beige

KNIGHT SIGNS.
A Division of Pacific Sign Group Inc.
 4140 Kingsway
 4401-103
 4374 166 Ave. SW
 Box 588-205-1675
 Surrey, BC V4N 1C1
 Copyright © 2013

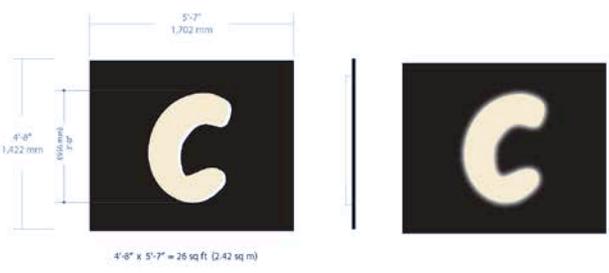
Client: Clova Theatre
 Project: Exterior signs
 Address: 5732 176 St. Surrey BC
 Quote Number: 7343-10-14CLOSMREV3
 Account Manager: Dale Wasichuk
 Scale: 1/2" TO 1'-0"
 Date: Dec 19 2014
 Quantity: 1
 Revisions:
 Dec: 01-2014 change to clear bulbs
 Dec: 09-2014 no change
 Dec: 19-2014 no change

Survey information required
 Measure exact height area

Client's Approval: _____
 Power to sign responsibility of customer: _____
 Sales Approval: _____

CONCEPT ONLY
 Not for construction
 Not for production
 Not for installation

Drawing 1



Sign Type 2
Aluminum face w/ push thru
SPECIFICATIONS

1/8" aluminum face w/ scouted out "C" and 1" clear push thru letter
 White LED illumination
 3630-20 white vinyl applied to face
 Background painted GLOSS black MP-N923SP
 VCRY AVERY 7500
 Mount face and letter into existing cabinet
 Font required for production

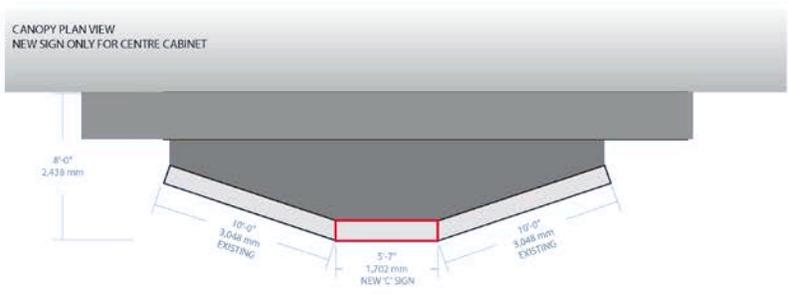
KNIGHT SIGNS.
A Division of Pacific Sign Group Inc.
 4140 Kingsway
 4401-103
 4374 166 Ave. SW
 Box 588-205-1675
 Surrey, BC V4N 1C1
 Copyright © 2013

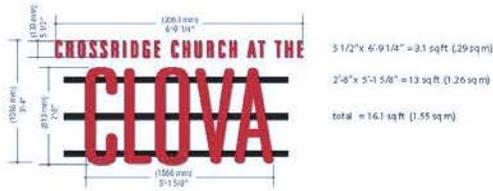
Client: Clova Theatre
 Project: Exterior signs
 Address: 5732 176 St. Surrey BC
 Quote Number: 7343-10-14CLOSMREV3
 Account Manager: Dale Wasichuk
 Scale: 1/2" TO 1'-0"
 Date: Dec 19 2014
 Quantity: 1 of each
 Revisions:
 Dec 9/2014 remove option
 Dec: 19-2014 remove option show plan

Client's Approval: _____
 Power to sign responsibility of customer: _____
 Sales Approval: _____

CONCEPT ONLY
 Not for construction
 Not for production
 Not for installation

Drawing 2





Sign Type 3
Sintra letters
 Individual 1/2" Sintra
 Routed out letters
 Painted Red MP 2075
 Smaller letters on flush to wall
 Larger CLOVA letters mounted to rails
 Rails by others
 Font to be supplied for
 Production



Client: Clova Theatre
 Project: Exterior signs
 Address: 15732 176 St. Surrey BC
 Quote Number: 73431014CLOSWPEV3
 Account Manager: Dele Wlaschuk
 Scale: 1/2" TO 1" = 1'
 Date: Dec 19 2014
 Quantity: 1 SET
 Revisions:
 Dec. 09, 2014 remove option increase smaller copy to 5.5"
 Dec. 19, 2014 match sizes to elevation

Survey information required
 For exact measurements of face
 and rails and space between rails

Client's Approval

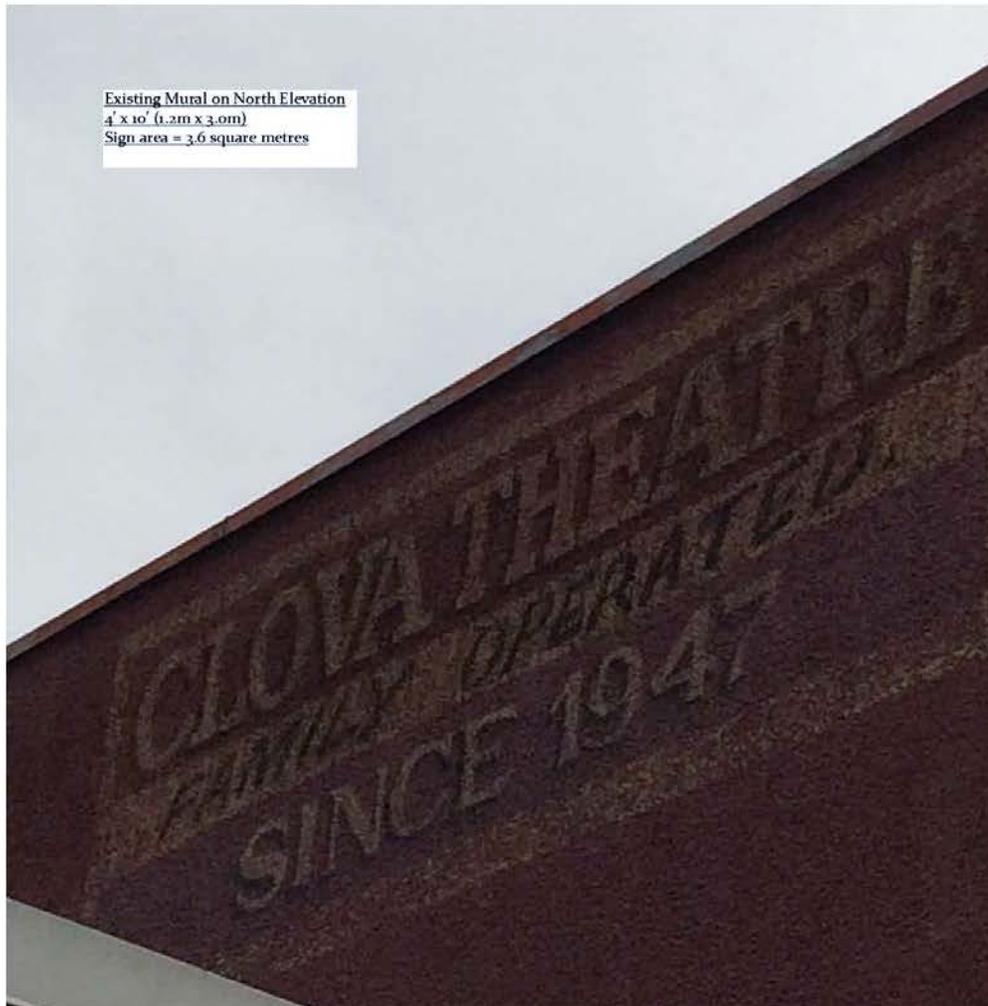
Power to sign responsibility of customer

Site Approval

CONCEPT ONLY
 Not to be used for production
 without written approval
 of Knight Sign Systems, Inc.
 (763) 885-4022



Drawing 3



Appendix "B"

CONSERVATION PLAN

The Clova Theatre, 5732 176 Street, Surrey, B.C.
Donald Luxton & Associates Inc., July 2014

(The "Donald Luxton & Associates Inc. Plan")

(Attachment beginning on the next page)

THE CLOVA THEATRE
5732 - 176TH STREET, SURREY
CONSERVATION PLAN
JULY 2014



DONALD LUXTON 
AND ASSOCIATES INC

DONALD LUXTON AND ASSOCIATES INC.
1030 - 470 GRANVILLE STREET VANCOUVER BC V6C 1V5
info@donaldluxton.com 604 688 1216 www.donaldluxton.com



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1. INTRODUCTION

SUBJECT PROPERTY:	<i>CLOVA THEATRE</i> 5732 176TH STREET SURREY, BC
CONSTRUCTION DATE:	1946-47
ARCHITECT:	H.H. SIMMONDS, VANCOUVER
CONTRACTOR:	BEACH GROVE CONSTRUCTION CO., LADNER

The Clova Theatre, built in 1946-47, was constructed in the Streamline Moderne style during the postwar era. It is valued as one of the first modern buildings to have been built in Cloverdale in the postwar era, and it recalls a period when Cloverdale's downtown area was still a regional commercial, retail and entertainment centre. Considered an essential cultural element, movie theatres were commonly a part of culturally active downtown areas such as Cloverdale. The

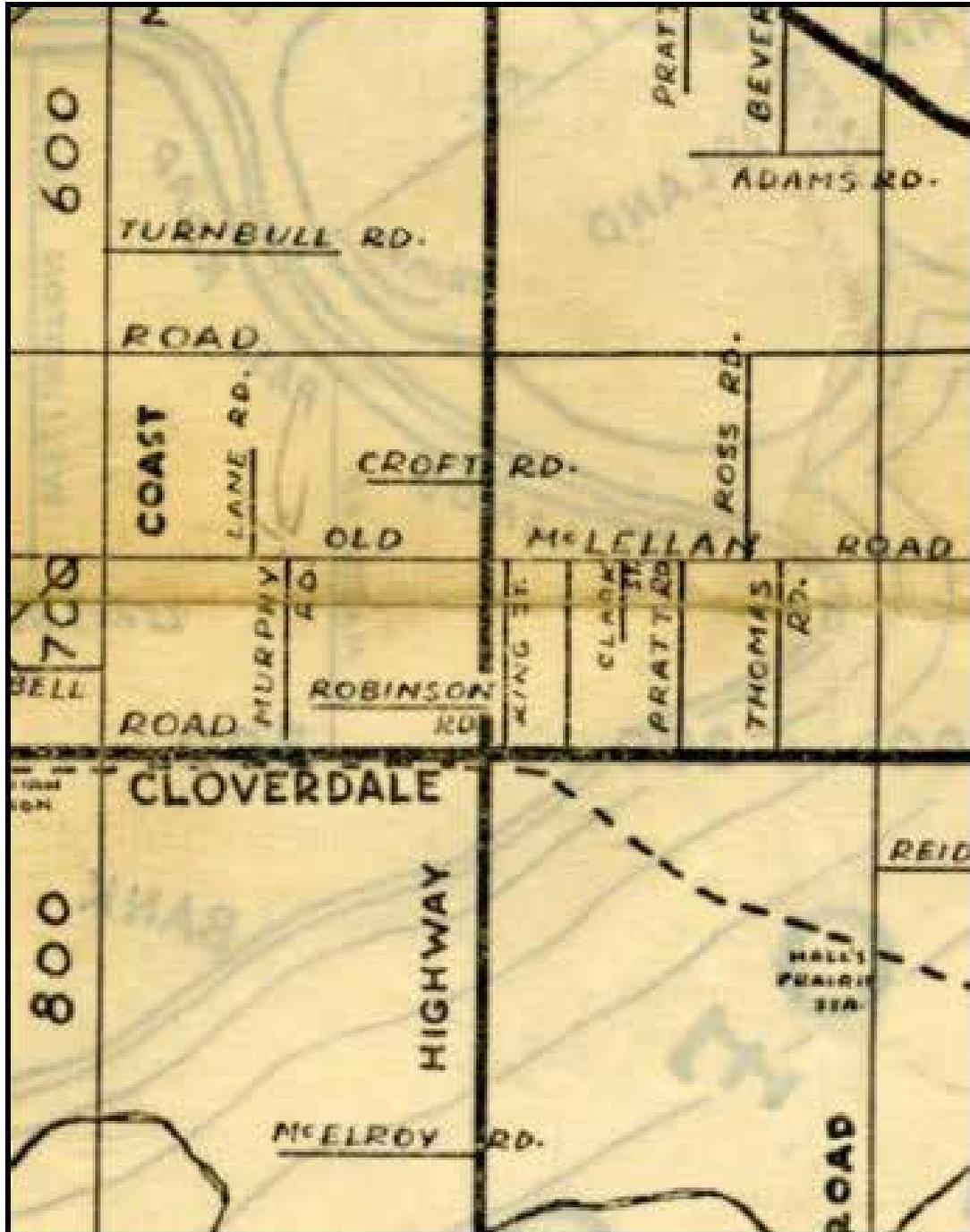
Clova theatre has been drastically altered over the years, most notably during the filming of the television show *Smallville* in the early 2000s, which transformed the streetscape directly around the Clova Theatre. The theatre as it exists today retains a high degree of the detailing and alterations that took place during this time. Fortunately, a number of original features and archival images do still exist, which will enable a more accurate restoration of the original front façade.

INTRODUCTION

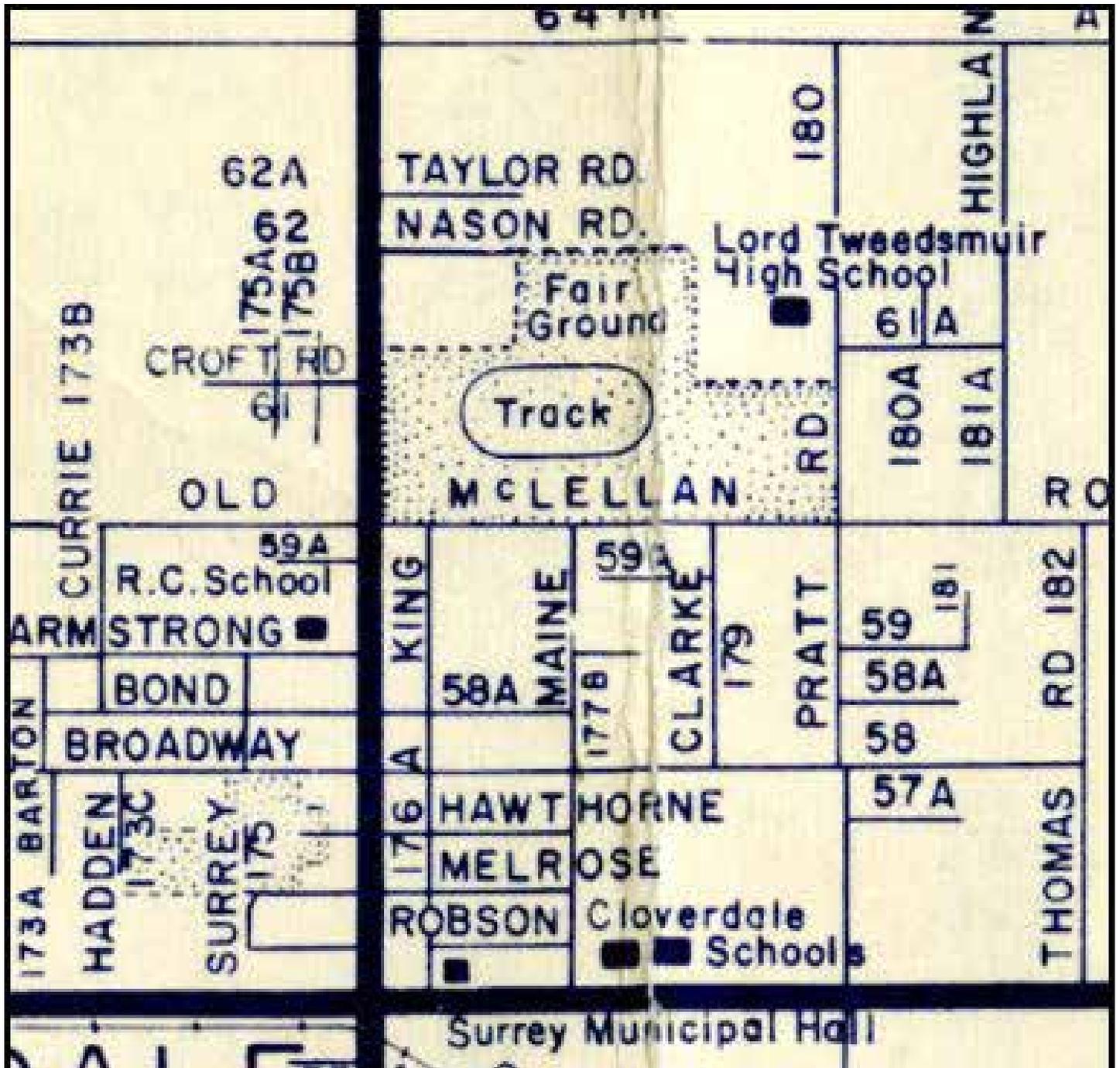


Gordon Bingham, 1953 [Surrey Museum and Archives SM.263]

2. HISTORY



1938 Cloverdale Map [Surrey Archives]



1957 Cloverdale Map [Surrey Archives]

The Surrey Leader

VOL. XVIII Gazette Vol. XLII.

3 cents per copy

CLOVERDALE, B.C., THURSDAY, MAY 14, 1947.

This week: From Sun: 10c

Number

Irrey Jr. Farmers to Attend Field Day

Irrey Jr. farmers of Surrey will attend the first field day of the year to be held at the University of British Columbia this Saturday. The day commences at 10:30 a.m. and will be available to transport the boys and girls and club members. Buses will pick up those attending at the following points:

Bus No. 1
From Campbell River and Port Moody at 8:45 a.m., picks up at Brown Road and the Meadows, a Cloverdale, Leaves Cloverdale at 9 a.m., along New McMillan Rd., leaving at 10:30 a.m., John Woodruff's Hill and King's Highway, along the King's Highway to Faldreth Ridge, waiting for the club bus.

Bus No. 2
Leaves Cloverdale at 9 a.m., with a Pacific Highway, picks up at McMillan Road, Fry's Corner, Road, north on P.W., Davis Avenue, Marlowe to Hurd, it goes on Hurd Road to a Canada Highway, leaves to arrive.

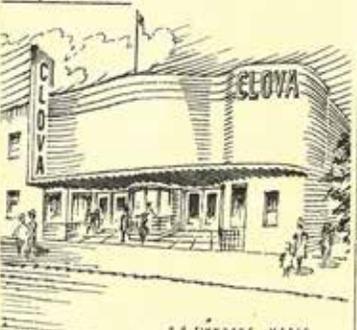
A field day program will include a lecture and judging competition in potatoes, wheat, dairy and poultry. An essay contest is being held in connection with the field day. This is the best account of the trip, to be either boy or girl. A prize has been donated by Mrs. W. J. by a year's subscription to the Surrey Leader will also go to a winning entrant. The boys are to be sent to the University of British Columbia by Thursday.

Cheese Needed

Efficient joint meeting of the dairy clubs in Surrey was held Saturday evening at the farm of Mrs. J. H. Clouston. The dairy clubs members judged a class of twelve varieties of cheese. The reasons for this award. Batches awarded on what counts in a good type dairy cow.

A Dublin of Bismarck was a president of Surrey District. Fred Keller was chosen secretary. Henry Nelson, treasurer of the club. The Jersey club members.

Completed Now



Pictured above is sketch of Cloverdale's new theatre, by H. H. Bennett, architect. The theatre building is now in its final stages of construction and should be complete within a few days.

The door has been laid, and almost all work is in progress. The theatre building is now in its final stages of construction and should be complete within a few days. The door has been laid, and almost all work is in progress. The theatre building is now in its final stages of construction and should be complete within a few days.

Song Contest for Western Style Singers One Feature of Rodeo

A contest for Western style singing, men, women and boys, will be held in conjunction with the second annual rodeo to be held in Cloverdale May 20th and 21st. Contestants must be non-professionals and be available for auditioning at the Open House, Cloverdale on the afternoon of May 20th. Four semi-finals will be chosen to sing at the cowboy dance in the Athletic Hall Friday evening, with the two finalists appearing as guest stars Saturday night. Entries must be sent to Doug Bruce, publicity chairman, Cloverdale before May 15th.

Dangerous Driving Fined in Surrey Court

Two motorists appeared in Surrey Police Court on Tuesday, May 13th, before Magistrate Patrick Troup. Jack Weaver of 130 Marine Drive, West Vancouver pleaded guilty to such a charge arising from his driving on King George Highway about 8:45 p.m. on May 10th. According to testimony of Constable Jack Westerman, Weaver was driving north on the Highway at high speed. In the resulting crash, Weaver drove up to 80 miles per hour.

Jean Kearney Chosen Bear Creek Sovereign

Two Day Carnival

Miss Jean Kearney, Highway Junction will be crowned as Bear Creek district's first Queen of the May 22nd Saturday morning. The May Day festival will be held at Bear Creek Park and is sponsored by the park association. Queen-elect Jean will be attended by her maids of honor, Joan McCleary of Newton and Irene Dent, Owen Timmer. Crown bearer is Darlene Harvey, Whalley's Corner. Twelve little flower girls from St. Ann's Church and twelve page boys from Newton school will complete the royal party.

May queens from other Surrey communities will grace the proceedings. Chaired at home for the occasion will be provided by Captain Iven Green, Kinross Junction-High School. The queen-elect will be crowned by Mrs. J. Russell Archibald, assisted by members of the Municipal Council, at 11 a.m. in Bear Creek Park. The coronation ceremony will be presided by a parade leaving from Queen Elizabeth schoolgrounds at 10 a.m. P.M.A. decorated cars and bicycles and decorated jeeps will be entered in the parade. The Crown Corps will add the military touch, while a "rube" band and stunts will furnish fun and excitement. All those who wish to participate in the parade will be welcomed.

A full program of games, contests, races and sports will be held after the May Queen has been crowned. Prizes will be given to winning contestants. Bear Creek's swimming pool is under repair at present, remedying the damage caused by last year's earthquake. This pool will be ready for Saturday and should prove a great attraction for the spectators. In the evening a banquet will be held in honor of Queen Jean and her party.

A two day carnival is being held in conjunction with the May Day. This will provide a huge ferris wheel, merry-go-round, plate ride and many rides for the children, and games for young and old. The carnival will operate Friday evening.

KEEPING TAB

By IRVING MCDONN

(Opinions expressed are the writer's own and are not necessarily endorsed by The Surrey Leader.)

I wish the B.C. Electric would time the whole they use on their evening lights. It isn't a whole lot, but it's a bother and it's about as minimal as an automatic stop sign suffering from fading colors of the letters.

Not that I'm so minimal, but a suitable should witness, we had a neighbor.

They told the tale of the act, who worked hard and saved a nice little nest egg of what for the winner. Mr. Art looked with scorn on his neighbor, the Granddaddy, who spent the money stinging and laughing.

But the Granddaddy was a good politician, and a pretty smart one, too. He held meetings and formed branches, and wrote letters to the editor. The Granddaddy had an excellent record along, so he decided the granddaddy must be protected.

When winter came, the act found he had to give most of his surplus money to feed the granddaddy, and take him into the school to see as the granddaddy had been busy to build a house for himself.

Last autumn there was a very fine plan to build a group at White Rock, it built on the beach and sea. Reading the item last week about repairs to White Rock pier reminded me of that project for the pier suffered severe damage in the winter storm.

It was those same storms that were to build up the sand, it seems a pity that the project was dropped without a trial, as our beaches are eroding with a greater expense of sand above tide level.

We have now more officially designated weeks than there are to the calendar. We have health week, anti-smoking week, hospital week, dress clean week, baby week and kind to outsiders week.

Let's have a week to end all government strikes, politicians and office holders are useless in the ordinary every-day man and woman. The people who pay their salaries.

Sub Post Office for Hilltop at White Rock

Information has been received from Van Rock, Member of Parliament at Ottawa has decided to establish a sub post office in the Hilltop area of White Rock, near the school.

This office is to serve the residents and business interests of that area. Establishment of a sub post office will do away with the necessity of the walk down Hill and club back to which many residents, particularly senior citizens, objected.

MR. AND MRS. LANCASTER CELEBRATE 50TH WEDDING

A very pleasant event took place Sunday, May 11th at the home of Mr. and Mrs. E. M. Lancaster on Jericho Road in Clayton, when they celebrated their golden wedding anniversary. Over twenty were present, including their daughters, sons, grandchildren and friends.

Mr. and Mrs. Lancaster have a family of fourteen children and thirty-one grandchildren. They were married in Montreal on the 11th day of May, 1897 in St. Patrick's Cathedral, and came to Western Canada in 1914 to take up ranching in Alberta. Mr. and Mrs. Lancaster came to British Columbia in 1927, residing in Vancouver until October of last year when they moved to Clayton.

They have had four sons in the War, one of whom died recently from the consequences of exposure to the weather by his widow living in Vancouver.

Mr. Lancaster was commissioned with the Pacific Drydock in North Vancouver during the War. A shower of beautiful gifts were presented, and the wedding cake was enjoyed by all.

Around White Rock

The next meeting of the W.A. of Holy Trinity Church will be held in the church hall on May 18th, at 7 p.m.

A helpful contribution to the Memorial Hospital fund was the \$10 received by the Peace Arch, W.I., at their card party last week.

Mr. J. B. Parlin and daughter

Opening Ceremony for Memorial Hospital Drive

Campaign Drive, May 17th to 18th

The official opening of Surrey's hospital campaign was held at the site on the corner of Tweedlow and King George Highway on Monday morning at 10 a.m.

Mrs. E. M. Crockett of B.R. 2, White Rock, presided at the Memorial Board, opened the dedication ceremony. Rev. J. Russell Archibald in his address paid tribute to the work of the committee members over the past five months.

He cited the necessity of a hospital for Surrey, as the city population is so crowded that they are refusing all but emergency cases from Surrey.

"The Hospital Board has found that it might be possible to build a one-story hospital. It will cost us less than those men and women who settled from Surrey did their bit in serving their country," said the Rev. in officially opening the drive with the blessing of Surrey Memorial Hospital.

Mr. Hope, M.P.A. called for support and vision by all who are working for the hospital. He mentioned that all districts, including Langley, had encountered difficulty in selecting a site which was pleasing to all.

"It is rather a coincidence that you are starting your campaign to establish a hospital here on Monday," said the Member for Delta. "On another Monday 113 years ago a band of men led by John McMillan landed on the shores of Surrey at the mouth of the Kwantlen. These men were looking for a site to establish a fort or trading post."

Today you are starting on a great venture. These men mentioned their many difficulties. They had vision, and you also must have vision. Mr. Hope traced hospital growth in Fraser Valley from the time when the Royal Canadian was started. At that time Surrey had a population of only 3,000. The up-valley communities had found that they needed local hospitals. These had been established.

Opening Ball Game Here on May 24

Local baseball fans will see their first game of the season here in Cloverdale on the evening of May 24th. This will be an exhibition game, as the league season will not commence until Saturday, May 31st. Local fans will play here against the Surrey team on the holiday of May 31st.

Delta International is now a five team loop as Klam is sponsoring baseball fans. Games will be played at Delta on Wednesday evenings.

In Cloverdale, regular games are being held as the boys get ready for the season. Ballings have been avoided on the first and the base lines and benches will be provided for the comfort of the spectators who do not like the grass stand seats. Before the season opens it is hoped to have a no backstay avoided.

New arrivals have arrived at the senior team and the old team will be handed down to it. Junior boys who have quite a few at play out to practice and good junior men should be available for games with outside teams.

Cloverdale Baseball Club will have games scheduled here on Sunday afternoon. The club will not, however, hold practices nor have games on the local diamond on these evenings.

Engagements

Mr. and Mrs. Wm. C. Colclahan of White Rock announce the engagement of their youngest daughter, Evelyn Ellen, to Mr. Robert Douglas Simpson, eldest son of Mr. and Mrs. C. Vernon Simpson, White Rock.

The wedding will take place on June 15th at 2:30 p.m. in White Rock United Church.

Mrs. Mildred Threlkeld wishes to announce the engagement of her

5 cents per copy

Completed Now

H H SIMMONDS M.A.A.I.C.
ARCHITECT VANCOUVER B.C.

Pictured above is sketch of Cloverdale's new theatre, by H. H. Simmonds of Vancouver, the architect. The Clova theatre building is now in its last stages of construction and should be complete within a few days.

The floor has been laid, and cement sidewalk in front is now complete. Monday will see the start of installing the theatre chairs.

"We hope to have everything completed for a grand opening right away. Thursday will be opening night, either May 22nd or May 29th," says L. B. Toffey.

Of cement block construction, the building is smartly finished in white plaster. Seating capacity is 450 persons. Beach Grove Construction Company of Ladner is the contracting firm.

Two features are the especial pride of the theatre owners. These are the seats specially fitted for hard of hearing, with individual ear phones, and the "crying" room. This latter is a special room where mothers may take their little tots. The mother can see the show, but the baby's crying will not disturb other patrons.

Surrey Leader, close up of article, May 15, 1947 [Surrey Archives]

2.1 ORIGINAL ARCHITECT: HENRY HOLDSBY SIMMONDS



H.H. Simmonds [Courtesy Geoff Simmonds]

H.H. Simmonds's architectural career was unusual in that it did not follow the common centrifugal pattern that spiraled outwards from the Mother Country. A child of the colonies, he left his family roots to follow opportunity in another colony. Born August 17, 1883, in Moyhu, Victoria, Australia, he was the seventh of nine children of Catherine (Holdsbys) and George Thomas Simmonds. In 1893 Henry and four of his siblings were in attendance at remote State School No. 2676 at Boggy Creek, about a mile away from the property where their

father grew grapes, and some twenty miles from Wangaratta. His architectural education commenced about 1904 when he was a pupil in the Sydney office of James Nangle. He later graduated from the Sydney Technical College, and passed his examination as an Associate of the Institute of Architects of New South Wales.

We can only guess what restless motivation caused him to leave Australia, and his early movements are unclear. He travelled to San Francisco, and worked there briefly, and is known to have visited the Alaska Yukon Pacific Exposition in Seattle in May, 1909. By 1911 he was in Vancouver, likely drawn by the booming economy in western Canada. However, Simmonds arrived in Vancouver at the tail end of the boom era, and his career had barely started before local work dried up. His first known project in Vancouver was a house for W.H. Murphy on Powell Street in 1912. He started working for Hugh A. Hodgson, who was English-trained but Australian by birth. Hodgson had opened an office in 1911 in the Carter-Cotton Building, and was busy designing a variety of projects, including Oakalla, the Provincial Jail in Burnaby. Simmonds and Hodgson had many things in common: they were close to the same age, born in the same country, and had both worked briefly in San Francisco. They developed a close personal and professional relationship that would last until Simmonds's death.

In a letter written to his youngest brother, dated June 7, 1913, and sent from Hodgson's office, he referred to how things would have been different "if that confounded thing I was after in London had eventuated this year." The economy did not improve, and in a letter to his mother dated April 21, 1914, Simmonds explained his situation:

Things are so dead quiet... They had a boom here and now they are having the re-action just like they had in Victoria [Australia] about '94. Hodgson is a white man & I am still in his office but most of the time I am doing nothing. I would upstake & back to Australia only for that London scheme, it is still in abeyance, perhaps until the end of the year, but its



Odeon Theatre, Victoria [BCA I-01938]

really worth waiting for, and the co. have two English actors in Canada now playing to very successful houses so that things look quite good and I must just sit down & wait... My old boss in 'Frisco has been writing me about a theatre for down there & if he gets it lined up I may go down for a month or so, at his expense.

With the outbreak of the First World War, Simmonds enlisted on November 3, 1914 and went to Montreal with the 23rd Canadian Infantry Battalion. He trained in Montreal and Quebec until February 1915, and then shipped out to England. He was promoted to Corporal, and was stationed at Shorncliffe Camp until he was sent to France at the end of April as part of the 3rd Infantry Battalion, First Canadian Division of the British Expeditionary Force. He was promoted to Sergeant, and on May 26, 1915, at La Basse (Rouen) suffered a gunshot wound to the right shoulder. He was returned to his unit by July, where he stayed until the end of 1916. Suffering from rheumatoid arthritis in both hands, he was invalided to London, and spent 1917 and part of 1918 in casualty and training units. In the latter year he was transferred to the Canadian Engineers. He received his commission as a Lieutenant on January 20, 1919, just six days before he was discharged in Vancouver.

By July, 1919, he had re-established his practice in Vancouver, working out of Hodgson's office. Throughout his life, Simmonds preferred to work alone, but teamed up with other people when required. Hodgson and Simmonds formed a loose partnership from 1924 to about 1933, working together on some projects, and singly on others. Simmonds later

had a similar relationship with Ross Lort, where they shared office space, and some business dealings, but never formally organized a partnership. "Simmonds was more of an engineer than a designer, and my father was more a designer than an engineer, and they worked well together," recalls Lort's son. McCarter & Nairne also acted as consulting architects on some of Simmonds's larger projects, notably the British Columbia Electric Railway Co. Showroom and the Automotive and Ice Rink Building.

Throughout the 1920s he worked steadily at a number of projects, and even after the Crash of 1929 his output was prolific. In the 1920s the City of Vancouver had embarked on a programme to replace the aging wooden pavilions at the Pacific National Exhibition with fireproof, concrete structures. This coincided with the onset of the Great Depression, and over the next few years Simmonds, who had previously provided the plans for a number of other structures at the site, designed a consistent grouping of Art Deco buildings. Severe economic constraints dictated the cheapest construction methods, and cast-in-place concrete walls were used for both structure and finish. Often assembled by unskilled labour, the formwork was made of rough boards resulting in a low quality of exterior finish. Faced with these constraints, Simmonds skillfully relieved the sheer massiveness of these structures with a rhythmic articulation of the surfaces, and a judicious application of inset Art Deco detailing. This grouping included the Livestock Building, 1929; the Pure Foods Building, 1931; the Women and Fine Arts Building, 1931; and the Automotive and Ice Rink Building, 1933. At the time of construction,

the Ice Rink was the world's largest sheet of artificial ice; unfortunately, its under-designed wooden truss roof collapsed under an exceptionally heavy snow load and had to be replaced by a steel structure. Despite budgetary limitations, the scale of these buildings was impressive, and they worked well together as an ensemble.

These large, clear-span structures, with concrete walls and steel truss roofs, were similar to the neighbourhood movie theatres that Simmonds was also designing throughout the city. Many of these have been demolished or seriously altered, but the Stanley Theatre, 1930, one of his most accomplished designs, has been restored as a venue for live theatre. Other commissions included an unbuilt project for a new City Market, 1936, private homes such as the mansard-roofed Con Jones Residence in Shaughnessy, 1924, commercial buildings, and apartment blocks, most notably the Stanley Park Manor Apartments, 1929. He was also adept at industrial work, and in 1932 was appointed as architect for the B.C. Electric railway gas plant project. That year, Simmonds sailed in the 1932 Los Angeles Olympic Games, finishing fourth in the "Star Class".

"Simmie" was described by friends as a "self-contained" man and "a real bachelor." He built himself a house in Kerrisdale in 1931-32, with a double-height living room and minstrel's balcony, where he lived alone. He was an active sportsman and an enthusiastic yachtsman, and a devoted volunteer and stage manager, along with his friend Ross Lort, with the Vancouver Little Theatre Association. This amateur troupe had been founded in 1921, but like other such groups across the country, blossomed during the Depression and with the advent of the "talkies."

Despite his advancing age, Simmonds tried to get back into the army during the Second World War. During wartime he was appointed resident engineer for the HMCS Discovery headquarters in Stanley Park. After the war's end, he acted as the local architect for the Odeon Theatre chain, and designed a number of movie theatres, exuberant in their streamline details and use of neon. These included the Studio Theatre and the Fraser Theatre, both in Vancouver, 1948, and Victoria's 1500 seat Odeon Theatre, 1947-49. Simmonds was well regarded by members of the profession, and served as President of the AIBC from 1948-50, and as Vice-President of the RAIC, to which he was elected a Fellow in 1952.

In 1951 he was asked to head a team of technical personnel in Ottawa, and spent two years there working for the RCAF. Shortly after his return he began to suffer the effects of lung cancer, and his health deteriorated rapidly. Felix A. "Dil" Jones, an Australian bachelor and close friend of Simmonds, took care of him at this time, and then made arrangements for him to go into a private hospital, Chatham House, where he died on August 1, 1954. He was buried in the Field of Honour in Mountain View Cemetery. His pallbearers included Hugh Hodgson and Ross Lort.

Source: Building the West: The Early Architects of British Columbia

2.2 EVOLUTION OF FRONT FAÇADE



Clova Theatre in background, 1950 [Surrey Museum and Archives 180.1.70]



March 1951 [Surrey Museum and Archives, SM.116B]



Miss Surrey, 1953 [Surrey Museum and Archives NC419A]



June, 1954 [Surrey Museum and Archives NC470B]



196- [Surrey Museum and Archives]



Circa 197-? [Surrey Museum and Archives CV.024]



Circa 197-? [Surrey Museum and Archives]



Circa 197-? [Surrey Museum and Archives]



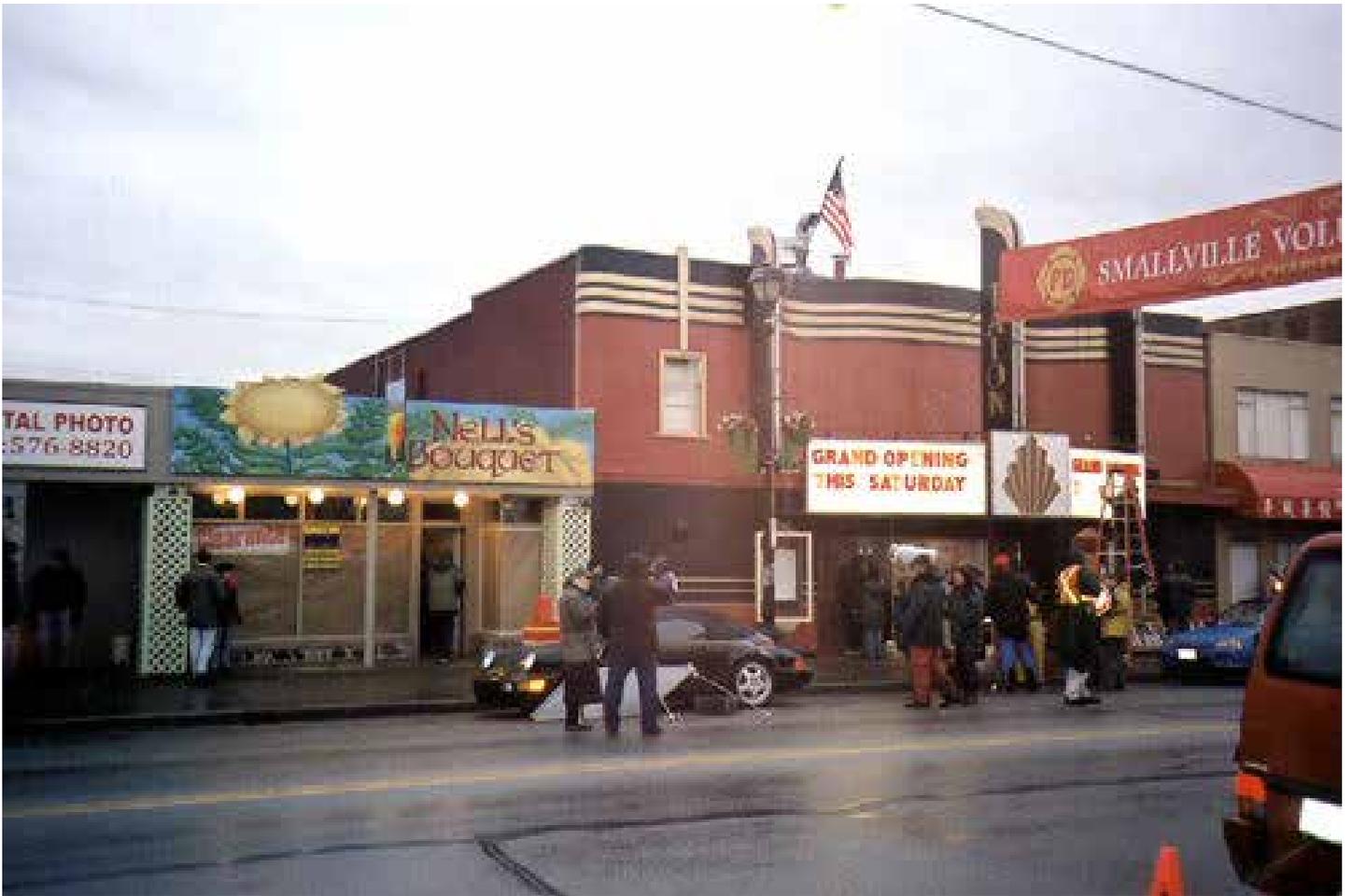
Circa 1998 [Surrey Museum and Archives]



Smallville set, circa 2001 [Surrey Museum and Archives]



Smallville set, circa 2001 [Surrey Museum and Archives]



Smallville set, circa 2001 [Surrey Museum and Archives]

3. STATEMENT OF SIGNIFICANCE

REVISED JULY 2014

DESCRIPTION OF HISTORIC PLACE

The Clova Theatre is a modest, Streamline Moderne neighbourhood movie house located mid-block on the main commercial street of Cloverdale. Identifiable by its smooth, curved stucco-clad front facade and projecting theatre marquee, the Clova Theatre continues to operate as a venue for public assembly.

HERITAGE VALUE

Constructed in 1947, the Clova Theatre is valued as one of the first modern buildings built in Cloverdale during the postwar era. Constructed immediately after the Second World War, the theatre recalls a period when Cloverdale's downtown area was still a regional commercial, retail and entertainment centre, prior to the arrival of the automobile-oriented suburban shopping malls. Downtown areas such as Cloverdale contained all essential services for the expanding population, with movie houses being an important cultural element. The Clova was highly significant to the community, as television was not yet widely available and movies were the main form of public entertainment.

Additionally, the Clova Theatre is valued as a rare surviving example within Surrey of the Streamline Moderne style. A later variation of Art Deco architecture, it displays the influence of the technological marvels of the day such as airplanes, steamships and locomotives, and was characterized by rounded corners and smooth planar surfaces. The refined appearance stems from the elegantly clean and simple, serpentine profile of the facade, reflected in fashionable building materials and machine-inspired design. Used for many decades as a movie theatre, The Clova continues to be used as community public assembly space.

The Clova Theatre is also significant as an example of the work of prominent local architect H.H. Simmonds, who was responsible for numerous movie theatres throughout the province. Adept at industrial, commercial and residential projects, Simmonds was an expert in the design of large, clear-span concrete structures with truss roofs, which provided a fireproof environment for public buildings, including several of the largest buildings at the Pacific National Exhibition in Vancouver.

CHARACTER-DEFINING ELEMENTS

Key elements that define the heritage character of the Clova Theatre include its:

- mid-block location in downtown Cloverdale;
- continuous use for public assembly;
- form, scale and massing as expressed by its regular, rectangular plan and low-pitched roof with canted edges behind raised front parapet;
- concrete foundation and masonry walls with a smooth, stucco clad façade, and truss roof construction;
- Streamline Moderne features such as the serpentine front facade with unadorned stucco finish;
- exterior details such as the centrally placed box office, elongated stylized keystone detail over the side window on the second floor of the front facade, vertical 'Clova' neon can sign and a projecting front marquee;
- double-hung 1-over-2 wooden-sash window on the second floor façade; and
- elements of the original layout and design such as the entry lobby, illuminated signs located above the auditorium access doors and the raked auditorium.

STATEMENT OF SIGNIFICANCE



Close-up image - Miss Surrey, 1953 [Surrey Museum and Archives NC419A]

4. CONSERVATION GUIDELINES

4.1 STANDARDS AND GUIDELINES

The Clova Theatre is a listed building on the Surrey Heritage Register, and is a significant historical resource in the City of Surrey. The Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) is the source used to assess the appropriate level of conservation and intervention. Under the Guidelines, the work proposed for the Clova Theatre includes aspects of preservation, rehabilitation and restoration.

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

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

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

Interventions to the Clova Theatre should be based upon the Standards outlined in the *Standards and Guidelines*, which are conservation principles of best practice. The following **General Standards** should be followed when carrying out any work to an historic property.

STANDARDS

Standards relating to all Conservation Projects

1. Conserve the heritage value of a historic place. Do not remove, replace, or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.
2. Conserve changes to a historic place, which over time, have become character-defining elements in their own right.
3. Conserve heritage value by adopting an approach calling for minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.
5. Find a use for a historic place that requires minimal or no change to its character defining elements.
6. Protect and, if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of character-defining element to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.
8. Maintain character-defining elements on an ongoing basis. Repair character-defining element by reinforcing the materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.

CONSERVATION GUIDELINES

9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable upon close inspection. Document any intervention for future reference.

Additional Standards relating to Rehabilitation

10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.
11. Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

Additional Standards relating to Restoration

13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

4.2 CONSERVATION REFERENCES

The proposed work entails the Restoration and Rehabilitation of the Clova Theatre. The following conservation resources should be referred to:

Standards and Guidelines for the Conservation of Historic Places in Canada, Parks Canada, 2010.

<http://www.historicplaces.ca/en/pages/standards-normes/document.aspx>

National Park Service, Technical Preservation Services. Preservation Briefs:

Preservation Brief 9: The Repair of Historic Wooden Windows.

<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.

<http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

Preservation Brief 22: The Preservation and Repair of Historic Stucco.

<http://www.nps.gov/tps/how-to-preserve/briefs/22-stucco.htm>

Preservation Brief 25: The Preservation of Historic Signs.

<http://www.nps.gov/tps/how-to-preserve/briefs/25-signs.htm>

4.3 GENERAL CONSERVATION STRATEGY

The primary intent is to preserve the existing historic structure, while undertaking a rehabilitation that will upgrade its structure and services to increase its functionality for community use. As part of the scope of work, character-defining elements will be preserved, while missing or deteriorated elements will be restored. The exterior front façade will be restored, and the interior will be reconfigured to accommodate the proposed change in use.

The major proposed interventions of the overall project are to:

- Preserve Character-defining elements
- Restore and rehabilitate the front façade
- Rehabilitate parts of the interior of the theatre

4.4 SUSTAINABILITY STRATEGY

Sustainability is most commonly defined as “meeting the needs of the present without compromising the ability of future generations to meet their own needs” (Common Future. The Bruntland Commission). The four-pillar model of sustainability identifies four interlinked dimensions: environmental, economic, social and cultural sustainability, the latter including the built heritage environment.

Current research links sustainability considerations with the conservation of our built and natural environments. A competitive, sustainable economy requires the conservation of heritage buildings as an important component of a high quality urban environment.

“We need to use our cities, our cultural resources, and our memories in such a way that they are available for future generations to use as well. Historic preservation makes cities viable, makes cities liveable, makes cities equitable.”

(Economic Benefits of Preservation, Sustainability and Historic Preservation)

CONSERVATION GUIDELINES

FOUR PILLARS OF SUSTAINABILITY



Heritage conservation and sustainable development can go hand in hand with the mutual effort of all stakeholders. In a practical context, the conservation and re-use of historic and existing structures contributes to environmental sustainability by:

- Reducing solid waste disposal (reduced impact on landfills and their expansions);
- Saving embodied energy (defined as the total expenditure of energy involved in the creation of the building and its constituent materials);
- Conserving historic materials that are significantly less consumptive of energy than many new replacement materials (often local and regional materials, e.g. timber, brick, concrete, plaster, can be preserved and reduce the carbon footprint of manufacturing and transporting new materials).

4.5 HERITAGE EQUIVALENCIES AND EXEMPTIONS

As a Municipal Heritage Register-listed site, the Clova Theatre will be eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following municipal legislation.

4.5.1 BRITISH COLUMBIA BUILDING CODE

Building Code upgrading ensures life safety and long-term protection for historic resources. It is important to consider heritage buildings on a case-by-case basis, as the blanket application of Code requirements do not recognize the individual requirements and inherent strengths of each building. Over the past few years, a number of equivalencies have been developed and adopted in the British Columbia Building Code that enable more sensitive and appropriate heritage building upgrades. For example, the use of sprinklers in a heritage structure helps to satisfy fire separation and exiting requirements. Table A-1.1.1.1., found in Appendix A of the Code, outlines the “Alternative Compliance Methods for Heritage Buildings.”

Given that Code compliance is such a significant factor in the conservation of heritage buildings, the most important consideration is to provide viable economic methods of achieving building upgrades. In addition to the equivalencies offered under the current Code, the City can also accept the report of a Building Code Engineer as to acceptable levels of code performance.

4.5.2 ENERGY EFFICIENCY ACT

The provincial Energy Efficiency Act (Energy Efficiency Standards Regulation) was amended in 2009 to exempt buildings protected through heritage designation or listed on a community heritage register from compliance with the regulations. Energy Efficiency standards therefore do not apply to windows, glazing products, door slabs or products installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

These provisions do not preclude that heritage buildings must be made more energy efficient, but they do allow a more sensitive approach of alternate compliance to individual situations and a higher degree of retained integrity. Increased energy performance can be provided through non-intrusive methods of alternate compliance, such as improved insulation and mechanical systems. Please refer to the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) for further detail about “Energy Efficiency Considerations.”

CONSERVATION GUIDELINES



Existing front elevation

5. CONSERVATION RECOMMENDATIONS

A condition review of the Clova Theatre was carried out during a site visit in May, 2014. The recommendations for the preservation and rehabilitation of the historic façades are based on the site review, material samples and archival documents that provide valuable information about the original appearance of the historic building. The following chapter describes the materials, physical condition and recommended conservation strategy for the Clova Theatre, based on Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010).

5.1 SITE

The Clova Theatre remains in its original mid-block location on the east side of 176th Street, abutting neighbouring buildings in downtown Cloverdale. As part of the rehabilitation scheme, the building will remain in its original location and will not be relocated.

Conservation Strategy: Preservation

- Preserve the original location of the building. All rehabilitation work should occur within the property lines.
- Retain the main frontage on 176th Street, Surrey.



Existing front elevation

CONSERVATION RECOMMENDATIONS

5.2 OVERALL FORM

The theatre features its original form, scale and massing as expressed by its two-storey height and regular, rectangular plan. The building has not undergone any major upgrades or additions apart from the reconfiguration of the front façade, and retains its original two-storey height and rectangular plan. As part of the proposed rehabilitation scheme, the overall form, scale and massing will be preserved.

Conservation Strategy: Preservation

- Preserve the overall form, scale and massing of the building.
- The historic front façade should be retained and rehabilitated.

5.3 EXTERIOR TERRAZZO

Original terrazzo flooring is extant on either side of the box office. The terrazzo appears to be in good condition, and should be preserved.

Conservation Recommendation: Preservation

- Preserve the historic terrazzo flooring.
- Consider repolishing exterior terrazzo, if it becomes worn from heavy traffic.

5.4 FRONT FAÇADE

The front façade is typical of the Streamline Moderne style, which was characterized by rounded corners and smooth planar surfaces. Also indicative of the Streamline Moderne style are such features as the serpentine curved wall with unadorned stucco finish. All exterior elevations have been rendered in stucco, and are original to the historic structure. A number of original details on the front façade has been removed, and are explained in the following sections.

5.4.1 STUCCO

The Clova theatre features stucco cladding on all exterior elevations. The stucco is a character-defining element of the historic structure, and should be preserved. Originally, the stucco front façade featured black tile on either side of the front doors, as well as thin trim detailing below the roofline. It is expected that the building was re-stuccoed at one point, and the original detailing has either been removed or is covered in the new layer of render. The infilled windows are concealed behind this new layer of stucco. The existing stucco appears to be in good condition, and can be retained. Original detailing should be restored. Further investigation is required to determine the extent of any damage on the stucco façades, and any cracks or deterioration should be repaired.

Conservation Recommendation: Preservation

- Preserve all exterior stucco surfaces.
- The exterior stucco cladding may require cleaning. Cleaning should be done in the gentlest means possible, ideally with low-pressure water and scrub brushes. Harsh chemical cleaners or any abrasive cleaning methods should be avoided to ensure stucco is not damaged.
- Investigate condition of stucco, and repair as required.
- Small hairline cracks are often not a serious concern, and should be sealed with a thin slurry coat before moisture gets a chance to penetrate the cracks and make them worse. The slurry coat should consist of the same ingredients found in the topcoat of the stucco. All repair work should be finished with a coat of paint, consistent with the paint schedule.



March 1951 [Surrey Museum and Archives, SM116B]



March 1951 [Surrey Museum and Archives, SM116B]



March 1951 [Surrey Museum and Archives, SM116B]

CONSERVATION RECOMMENDATIONS



Existing front elevation

- Caulking compounds should not be used for patching hairline cracks, and are an unsuitable repair method. The physical and aesthetic characteristics of caulking compounds are incompatible with stucco, and will weather differently and attract more dirt.
- All repair methods should be carried out in an inconspicuous sample location, to ensure all repairs are compatible with the historic stucco.
- Repaint stucco according to colour schedule devised by Heritage Consultant.

5.4.2 TILES

Archival photographs suggest the original front elevation featured tiling along the lower portion of the façade. The tile has since been removed or covered, and should be restored. The original design was 4" by 4" square black tile, and extended around the box office to partway along the front façade. Reference archival images for accurate replication.

Conservation Recommendation: Restoration

- Restore replica square black tile in its original location, on either side of the front doors and around the lower perimeter of the existing box office. Existing detailing on the box office may need to be removed prior to installation.

5.4.3 TRIM

The original curved trim below the roofline of the original theatre has either been removed or rendered over. The original trimwork should be reinstated over the existing stucco. Consider using a built-out Styrofoam/stucco detail to recreate the original three-dimensional profile.

Conservation Recommendation: Restoration

- The original trim detail on the front façade should be recreated.
- Wood trim was originally used, but Styrofoam and stucco built-out detail should be considered. Reference archival images for accurate replication.

5.5 FENESTRATION

Windows, doors and storefronts are among the most conspicuous feature of any building. In addition to their function — providing light, views, fresh air and access to the building — their arrangement and design is fundamental to the building's appearance and heritage value. Each element of fenestration is, in itself, a complex assembly whose function and operation must be considered as part of its conservation. – *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010).

5.5.1 WINDOWS

The theatre originally featured three double-hung wood sash windows on the front elevation; two on the ground floor and one on the second floor. The two ground floor windows have since been infilled, and rendered in stucco. The remaining double-hung wood sash window with elongated stylized keystone detail is a character-defining element, and should be preserved. As part of the proposed rehabilitation scheme, the front façade configuration will be retained in its existing condition, and the second storey window with keystone detail will be preserved and repaired.

The second storey window has been retained, and is in fair condition. The wood window sill is heavily deteriorated, and requires replacement. Further investigation is required to determine the condition of the window sash and frame assembly. The keystone detail above the window has been retained, and will be preserved and repaired as required.

Conservation Strategy: Rehabilitation

- Preserve remaining front façade window with keystone detail.
- Retain existing window sash; repair as required.
- Preserve and repair as required, using in kind repair techniques where feasible.
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances.

- The remaining window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced. When removing broken glass, the exterior putty should be carefully chipped off with a chisel and the glazier's points should be removed. The wood where the new glass will be rested on should be scraped and cleaned well, and given a coat of linseed oil to prevent the wood from absorbing the oil from the new putty. The new glass should be cut 1/16-1/8th smaller than the opening to allow for expansion and irregularities in the opening, to ensure the glazing does not crack due to natural forces. Window repairs should be undertaken by a contractor skilled in heritage restoration.
- Replacement glass to be single glazing, and visually and physically compatible with existing.
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.

5.5.2 DOORS

The original front doors have been replaced. The existing doors will be retained, and painted according to colour schedule devised by Heritage Consultant.

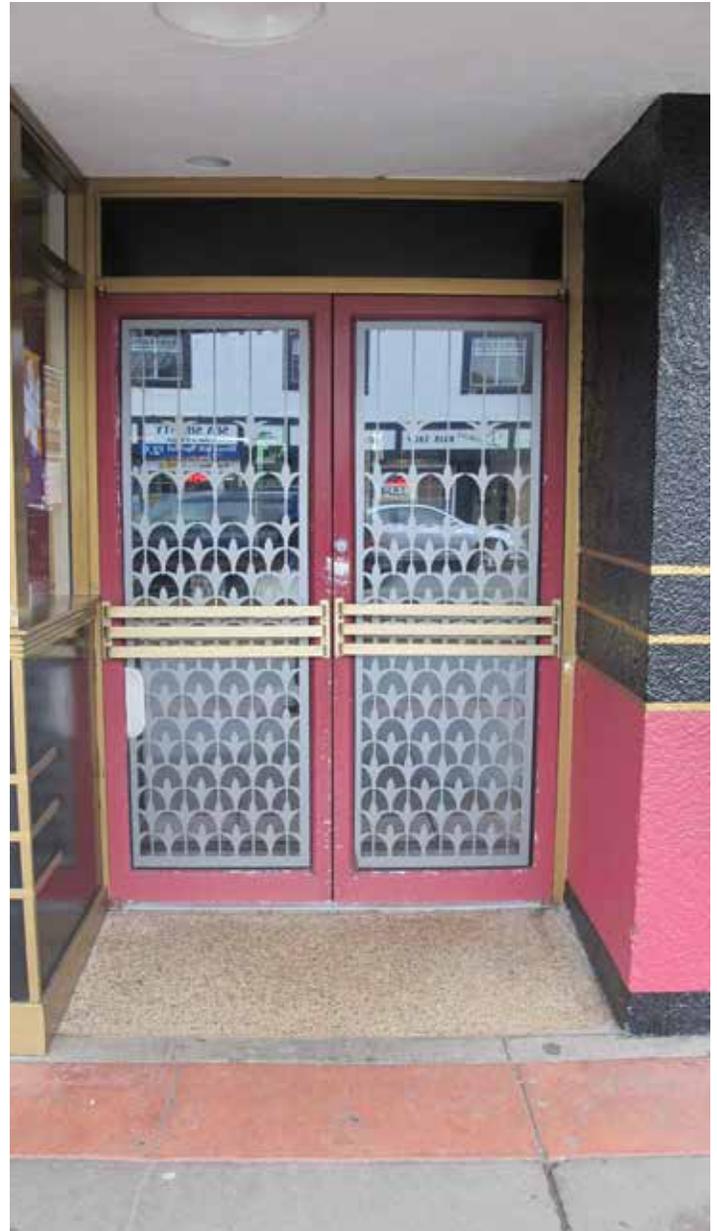
Conservation Strategy: Rehabilitation

- Retain the door openings in their original locations, and preserve and repair all doors.
- Any new doors should be visually compatible with the historic character of the building.
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.

CONSERVATION RECOMMENDATIONS



Original window, to be rehabilitated.



Existing front doors, not original, to be retained.

5.6 BOX OFFICE

The original central location of the box office has been retained, but the original box office design has been altered. The original box office featured black tiling, the same as the lower front elevation, and with different detailing than currently exists. The box office is a character-defining element that should be preserved. As part of the rehabilitation scheme, the box office will be retained in its existing configuration, and replica tiling and finishes will be installed to match original. Any unsympathetic detailing will be removed.

Conservation Strategy: Preservation and Restoration

- Preserve the existing box office in its existing configuration, centred within the front façade.
- Restore square black tilework.
- Integrate signs and new lighting systems as required.
- Remove unsympathetic metal trim and detailing.

5.7 MARQUEE

The projecting front marquee is a character-defining element of the historic theatre, and should be preserved. An initial visual condition review suggests that the projecting marquee is in poor condition, and demonstrates some deterioration and staining. Further investigation is required. The marquee will require new roofing, flashing and fascias. The structural condition of the marquee needs to be assessed, and should be repaired as required. The condition of the vented soffit should also be assessed. Consider replacing existing soffit with sympathetic metal finish. Attached marquee signs may be removed, if desired, to more accurately replicate original condition.

Conservation Strategy: Rehabilitation

- Preserve the projecting marquee.
- Investigate condition of marquee and associated elements, including attachment mechanism that secures marquee to building.
- Repair any elements that have been damaged, and restore elements that have been altered.



March 1951 [Surrey Museum and Archives, SM116B]

CONSERVATION RECOMMENDATIONS

5.8 LIGHTING

The original recessed pot lights below the marquee have been retained, and should be preserved. The string bulbs within the marquee and vertical neon tubes on signs are not original, but may be retained. The condition of all exterior lighting should be investigated, and repaired as required.

Original lighting on historic front signs should be reinstated during restoration of original signage.

Conservation Recommendation: Rehabilitation

- Preserve and repair recessed lights within marquee.
- Investigate and upgrade any exterior lighting, as required.

5.9 ROOF

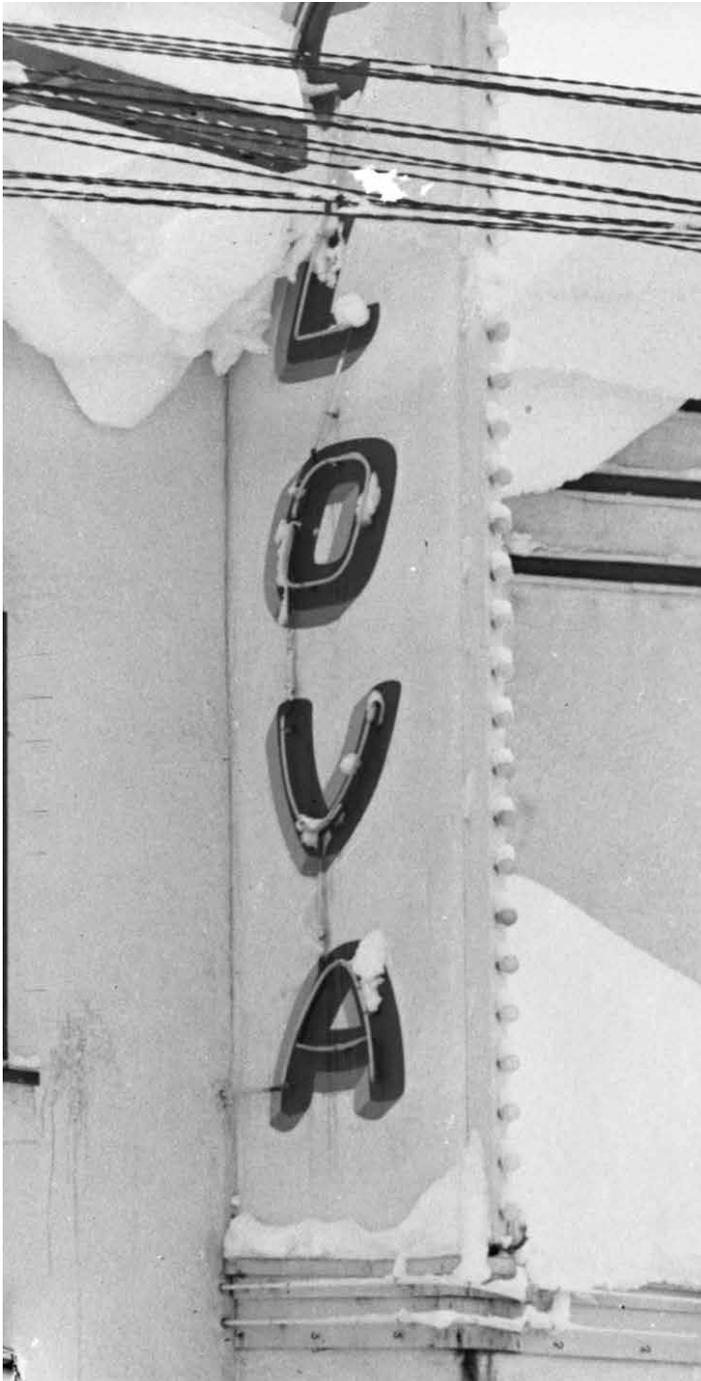
The Clova Theatre features a low-pitched roof with canted edges behind a raised front parapet, supported by truss roof construction. The roof in its original form is a character-defining element of the historic structure, and should be preserved. It is unclear at this time the condition of the roofing material, but the pebble roof over the projecting marquee demonstrates extensive moss build-up. Further investigation is required to determine condition of roofing material and any potential damage.

Conservation Recommendation: Rehabilitation

- Preserve the roof structure in its current configuration.
- Evaluate the overall condition of the parapet cap flashing to determine whether more than protection, maintenance and limited repair, or replacement in kind is required. Remove corrosion that may be discovered upon close inspection, patch and repair, caulk joints as required and apply appropriate primer for galvanized surface.
- Repair or replace deteriorated flashing, as required. Repairs should be physically and visually compatible.
- If new flashings are installed, ensure that the colour is compatible with the overall colour scheme.



Parapet cap flashing along front roof parapet



Original signage on front elevation. March 1951 [Surrey Museum and Archives, SM116B]

CONSERVATION RECOMMENDATIONS

5.10 SIGNAGE

Commercial signs are an integral feature of historic buildings. Different types of signs were fabricated in traditional materials with painted or three-dimensional letters, including fascia signs, projecting signs and painted window signs. Signs often reflect the history of a neighbourhood and its character, as well as the social and business activities within it, and it is important to preserve or commemorate these markers of the building's social and economic history.

The theatre originally featured a projecting vertical sign on the northernmost side of the front elevation, with the text 'Clova' written in large font, traced in neon lighting, with string bulbs along the outer edge of the fin-shaped sign. Large neon lettering, also spelling the name 'Clova', was installed on the upper trim on the southernmost side of the front façade. Both original front elevation signs have been removed, and should be replicated if possible.

New signs were installed during the filming of *Smallville* in the early 2000's, and have been retained. The new signage features three projecting vertical signs; one large central sign with the name 'Clova' on either side, and two smaller projecting signs with no text. All new signage should be removed, and original signage should be restored.

An early wall sign has been retained on the exposed north side elevation, and should be preserved. Restore or overpaint, as required, to match original sign. Protective measures should be implemented to ensure painted sign is not damaged or removed.

Conservation Recommendation: Restoration and Preservation

- Preserve wall sign on north elevation, repair as required.
- Restore original signage on front elevation, including neon lettering and strip lighting. Reference archival photographs for detailed images of original signage.

New Signage:

When considering new signs on a heritage building, the design should be in accordance with the Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010), which states that "new signage should be compatible with the building in terms of size, scale, material, style and colour. In addition, new signs should not obscure, damage or destroy character-defining elements of the building".

- New signs can be inspired by historical signs on the building, signs from an earlier era or contemporary materials that are sympathetic to the building.
- New signage should be located on the marquee.
- Signage may require a City of Surrey sign application and must conform to applicable bylaws.
- The name of the church and illuminated reader signs could also be explored for the marquee.



Early painted wall sign on north elevation.

5.11 INTERIOR FEATURES

“Interior features can include elements such as interior walls, floors and ceilings, mouldings, staircases, fireplace mantels, faucets, sinks, built-in cabinets, light fixtures, hardware, radiators, mail chutes, telephone booths and elevators. Because their heritage value resides not only in their physical characteristics, but also in their location in the historic building, it is important to protect them from removal. This is particularly true of doors, banisters, church pews, fireplace mantels, sinks and light fixtures, which are often replaced instead of being upgraded. Reuse in their original location not only protects their heritage value, but is also a more sustainable approach to conserving these artefacts.” Standards and Guidelines for the Conservation of Historic Places in Canada (2010).

Building Code upgrading is one of the most important aspects of heritage building rehabilitation, as it ensures life safety and long-term protection for the resource. However, the interior features of an historic property are often altered in the process. The British Columbia Building Code offers equivalencies and exemptions to heritage buildings, which enable a higher degree of heritage conservation and retention of original material. The following guidelines pertaining to Health, Safety and Security Considerations from the *Standards and Guidelines* should be followed when faced with the conservation of interior character-defining elements:

- Retain historic interior features when possible.
- Upgrade interior features to meet health, safety and security requirements, in a manner that preserves existing historic features.
- Explore options for modifications to existing interior features to meet functional requirements prior to considering removal or replacement.

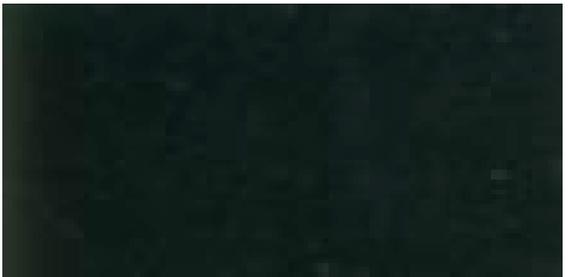


Original aisle sign

CONSERVATION RECOMMENDATIONS

5.12 EXTERIOR COLOUR SCHEDULE

Part of the restoration process is to finish the building in historically appropriate paint colours. The following preliminary colour scheme has been derived by the Heritage Consultant.

LOCATION	COLOUR/ FINISH	
Stucco	Cottage Cream SW 7678 (Sherwin Williams) Finish: flat	
Wood Trim (Stucco build-outs)	Gloss Black VC-35 (Benjamin Moore's Historical True Colours Palette) Finish: Low gloss	

Further onsite analysis is required for final colour confirmation once access is available.

Prior to final paint application, samples of these colours should be placed on the building to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the Heritage Consultant.

6. RESEARCH REFERENCES

Original Architect: H. H. Simmonds
Source: Surrey Leader, May 15, 1947

Original Builder: Beach Grove Construction Company
Source: Surrey Leader, May 15, 1947

Photos/Maps:
Surrey Museum & Archives

Publications
Luxton, Donald. *Building the West: The Early Architects of British Columbia*. Vancouver. Talon Books, 2nd ed. 2007

The Surrey Leader. Cloverdale, BC, Canada. Thursday, May 15, 1947. p.1.

RESEARCH REFERENCES



March 1951 [Surrey Museum and Archives, SM116B]



DONALD LUXTON
ASSOCIATES

Appendix “C”

VARIATION TO BY-LAWS

1. Section H. Off-Street Parking and Loading/Unloading of Part 37 Town Centre Commercial (C-15) Zone of Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - a) The requirement in Section H.1 to provide off-street *parking spaces* is waived.
2. Surrey Sign By-law, 1999, No. 13656, as amended is varied as follows:
 - a) In Part 1 Introductory Provisions, Section 10(8), the requirement prohibiting *murals* as signs is waived;
 - b) In Part 5 Signs in Commercial/Industrial Zones, Section 27(2)(a), the permitted number of *fascia signs* is increased from 2 to 4;
 - c) In Part 5 Signs in Commercial/Industrial Zones, Section 27(2)(b), the permitted *sign area* for all *fascia signs* is increased from 14.3 square metres (154 sq. ft.) to 24.3 square metres (262 sq. ft.); and
 - d) In Part 5 Signs in Commercial/Industrial Zones, Section 27(4)(a)(ii)(b), the permitted *sign area* for a *projecting sign* is increased from 3 square metres (32 sq. ft.) to 6.5 square metres (70 sq.ft.).

(Note: Terms used in Appendix “C” of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, as amended and Surrey Sign By-law, 1999, No. 13656, as amended.)



Cloverdale Community Association

Website: www.cloverdalecommunity.org

Email address: info@cloverdalecommunity.org

September 21, 2014

Leita Martin
City of Surrey
Planning and Development Department
13450-104 Avenue
Surrey BC V3T 1V8

Re: 5732-176 Street / File: 7914-0241-00

Dear Ms. Martin:

The Cloverdale Community Association has received a preliminary notice for the above noted file number and development.

We support the concept of keeping Clova historic but members prefer the design and colour scheme as it now exists rather than the original scheme which we consider flat and boring. Most residents of Cloverdale identify with the present look, which has existed for several decades, and few can recollect the Clova of long ago.

As always, we expect our comments will be added to the report and file for council to review.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bola".

Mike Bola
President
Cloverdale Community Association
604-318-0381

Cc: Board of Directors