

EXPLANATION**2008 Cambie Village Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Cambie Village Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the third levying by-law for this first-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Cambie Village Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Cambie Village as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Cambie Village Business Improvement Area.

Council has granted money to the Cambie Village Business Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Cambie Village Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$100,000.01 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION**2008 Chinatown Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Chinatown Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fourth levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Chinatown Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Chinatown as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Chinatown Business Improvement Area.

Council has granted money to the Vancouver Chinatown BIA Society.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Chinatown Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$226,270.04 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION**2008 Collingwood Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Collingwood Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the third levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Collingwood Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Collingwood as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Collingwood Business Improvement Area.

Council has granted money to the Collingwood Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Collingwood Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$175,775.97 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**2008 Commercial Drive Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Commercial Drive Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fourth levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Commercial Drive Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Commercial Drive as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Commercial Drive Business Improvement Area.

Council has granted money to the Commercial Drive Business Society.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Commercial Drive Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$248,399.99 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**2008 Commercial Drive Business Improvement
Expansion Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Commercial Drive Business Improvement Expansion Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the second levying by-law for this first-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Commercial Drive Business Improvement Expansion Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Commercial Drive Expansion Area as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Commercial Drive Business Improvement Expansion Area.

Council has granted money to the Commercial Drive Business Society.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Commercial Drive Business Improvement Expansion Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$149,999.98 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION**2008 Downtown Vancouver Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Downtown Vancouver Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the ninth levying by-law for this third-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____

Bh. **A By-law to levy rates on qualifying real property
in the Downtown Vancouver Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Downtown Vancouver as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Downtown Vancouver Business Improvement Area.

Council has granted money to the Downtown Vancouver Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Downtown Vancouver Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$1,981,993.88 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION**2008 Dunbar Village Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Dunbar Village Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the first levying by-law for this first-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Dunbar Village Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Dunbar Village as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Dunbar Village Business Improvement Area.

Council has granted money to the Dunbar Village Business Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Dunbar Village Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$135,000.01 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION**2008 Fraser Street Business Improvement Area
Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Fraser Street Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the second levying by-law for this first-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Fraser Street Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Fraser Street as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Fraser Street Business Improvement Area.

Council has granted money to the South Hill (Fraser Street) Merchants Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:


1. The citation for this By-law is the "Fraser Street Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$95,999.99 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

EXPLANATION**2008 Gastown Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Gastown Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fifth and last levying by-law for this fourth-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____

 A By-law to levy rates on qualifying real property
in the Gastown Business Improvement Area

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Gastown as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Gastown Business Improvement Area.

Council has granted money to the Gastown Business Improvement Society.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Gastown Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$370,000.01 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

2008 Hastings North Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Hastings North Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the third levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____

**A By-law to levy rates on qualifying real property
in the Hastings North Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Hastings North as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Hastings North Business Improvement Area.

Council has granted money to the Hastings North Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Hastings North Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$249,999.98 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION**2008 Kerrisdale Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Kerrisdale Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the third levying by-law for this fourth-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Kerrisdale Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Kerrisdale as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Kerrisdale Business Improvement Area.

Council has granted money to the Kerrisdale Business Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Kerrisdale Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$290,999.98 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION

2008 Kitsilano Fourth Avenue Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Kitsilano Fourth Avenue Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the third levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Kitsilano Fourth Avenue Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Kitsilano Fourth Avenue as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Kitsilano Fourth Avenue Business Improvement Area.

Council has granted money to the KCC 4th Avenue Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Kitsilano Fourth Avenue Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$135,000.03 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk


EXPLANATION

2008 Marpole Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Marpole Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fourth levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Marpole Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Marpole as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Marpole Business Improvement Area.

Council has granted money to the Marpole Business Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Marpole Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$150,000.01 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

EXPLANATION**2008 Mount Pleasant Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Mount Pleasant Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the tenth and last levying by-law for this third-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Mount Pleasant Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Mount Pleasant as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Mount Pleasant Business Improvement Area.

Council has granted money to the Mount Pleasant Commercial Improvement Society.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Mount Pleasant Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$210,000.02 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

2008 Point Grey Village Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Point Grey Village Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fifth and last levying by-law for this first-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Point Grey Village Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Point Grey Village as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Point Grey Village Business Improvement Area.

Council has granted money to the Point Grey Village Business Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Point Grey Village Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$75,000.02 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION

2008 Robson Street Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Robson Street Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the third levying by-law for this fourth-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____

**A By-law to levy rates on qualifying real property
in the Robson Street Business Improvement Area**



PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Robson Street as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Robson Street Business Improvement Area.

Council has granted money to the Robson Street Business Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Robson Street Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$487,431.01 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**2008 South Granville Business
Improvement Area Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the South Granville Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fifth and last levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2007

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the South Granville Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as South Granville as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the South Granville Business Improvement Area.

Council has granted money to the South Granville Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "South Granville Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$450,000.00 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION

2008 Strathcona Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Strathcona Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fourth levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Strathcona Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Strathcona as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Strathcona Business Improvement Area.

Council has granted money to the Strathcona Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Strathcona Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$586,328.97 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

EXPLANATION

2008 Victoria Drive Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Victoria Drive Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fifth and last levying by-law for this first-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Victoria Drive Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Victoria Drive as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Victoria Drive Business Improvement Area.

Council has granted money to the Victoria Drive Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Victoria Drive Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$94,999.97 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION

2008 West End Business Improvement Area Rate Levying By-law

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the West End Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fifth and last levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the West End Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as West End as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the West End Business Improvement Area.

Council has granted money to the Davie Village Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "West End Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$569,999.99 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**2008 Yaletown Business Improvement Area
Rate Levying By-law**

Enactment of the attached by-law will impose a tax for 2008 on qualifying properties within the Yaletown Business Improvement Area, and reflects the resolution and is within the budget approved by Council on March 11, 2008. This is the fifth and last levying by-law for this second-term BIA.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to levy rates on qualifying real property
in the Yaletown Business Improvement Area**

PREAMBLE

Under section 456 of the *Vancouver Charter*, Council has designated an area of the City known as Yaletown as a Business Improvement Area.

Council, by by-law, has established the maximum amount of money it will grant to an applicant for the planning and implementation of a business promotion scheme in the Yaletown Business Improvement Area.

Council has granted money to the Yaletown Business Improvement Association.

The *Vancouver Charter* empowers Council to recover such money by the levy and imposition of a tax rate on land and improvements within the Business Improvement Area that fall or would fall within Class 5 or 6 as described in section 459 of the *Vancouver Charter*, and as so interpreted by the British Columbia Assessment Authority.

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The citation for this By-law is the "Yaletown Business Improvement Area 2008 Rate By-law".
2. Council hereby imposes a tax of \$295,000.19 on the various properties described in Schedule A, attached to and forming part of this By-law, and levies each such property with that portion of the tax set opposite it in Schedule A, which tax will be in the real property tax roll for 2008 and will be payable to and collected by the Collector of Taxes in the same manner as other rates on such tax roll.

EXPLANATION

**A By-law to amend the Election By-law
re nomination procedures and
availability of documents and statements**

On May 13, 2008, Council resolved to amend the Election By-law to raise the number of nominators to 25, and to make nomination documents and campaign financial disclosure statements available for public inspection.

Director of Legal Services
June 10, 2008

BY-LAW NO. _____



**A By-law to amend Election By-law No. 9070
regarding nomination procedures and
availability of documents and statements**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of or adds provisions to the Election By-law.
2. To section 1.2, Council adds, after the definition of:
 - (a) “ballot transfer case”:

“campaign financial disclosure statements” mean the disclosure statements, supplementary reports, and signed declarations required under sections 62 and 62.1 of the Vancouver Charter;” and
 - (b) “memory card”:

“nomination documents” mean the documents required under subsections (1) and (2) of section 44 of the Vancouver Charter;”.
3. From Section 5, Council repeals the title “**NOMINATION DEPOSITS**”, and substitutes “**NOMINATION MATTERS**”.
4. After section 5.2, Council adds:

“**Number of nominators**

5.3 The minimum number of qualified nominators is 25.”
5. Council re-numbers:
 - (a) **SECTIONS 7 and 8 as SECTIONS 8 and 9;**
 - (b) sections 7.1, 7.2, and 7.3 as sections 8.1, 8.2, and 8.3; and
 - (c) sections 8.1 and 8.2 as sections 9.1 and 9.2.

6. After Section 6, Council adds:

**“SECTION 7
AVAILABILITY OF DOCUMENTS AND STATEMENTS**

Availability of nomination documents

7.1 From the time of the delivery of any nomination documents to the chief election officer until 30 days after the declaration of the election results, the City Clerk is to:

- (a) make nomination documents available for public inspection at City Hall during regular office hours on request by any person; and
- (b) post nomination documents on the public website.

Availability of campaign financial disclosure statements

7.2 From the time of the filing of the campaign financial disclosure statements with the City Clerk until seven years after general voting day, the City Clerk is to:

- (a) make copies of campaign financial disclosure statements available for public inspection at City Hall during regular office hours on request by any person; and
- (b) post campaign financial disclosure statements on the public website.”

7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

**A By-law to amend Zoning and Development By-law No. 3575
re 5718 Willow Street**

After the public hearing on June 12, 2007, Council resolved to rezone 5718 Willow Street as a CD-1 zone. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
June 10, 2008

5718 Willow Street

BY-LAW NO. _____



**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-593 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (467).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (467) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Institutional Uses, limited to School - Elementary or Secondary; and
- (b) Accessory Uses customarily ancillary to any of the uses listed in this section 2.2.

Density

3.1 The floor space ratio for all permitted uses must not exceed 0.95.

3.2 The site coverage for all buildings must not exceed 54% of the site.

3.3 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

3.4 Computation of floor space ratio must exclude:

- (a) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below grade;
- (c) areas of undeveloped floors located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch; and
- (d) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness.

Building height

4. The building height must not exceed 10.7 m measured from base surface.

Setbacks

5. The setbacks must be at least:
- (a) 7.3 m from the west front yard property line;
 - (b) 6.0 m from the north and south side yard property lines; and
 - (c) 7.9 m from the east rear yard property line.

Parking and bicycle spaces

6. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations and exemptions in, the Parking By-law, of off-street parking spaces and bicycle spaces, all as defined under the Parking By-law.

Severability

7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Force and effect

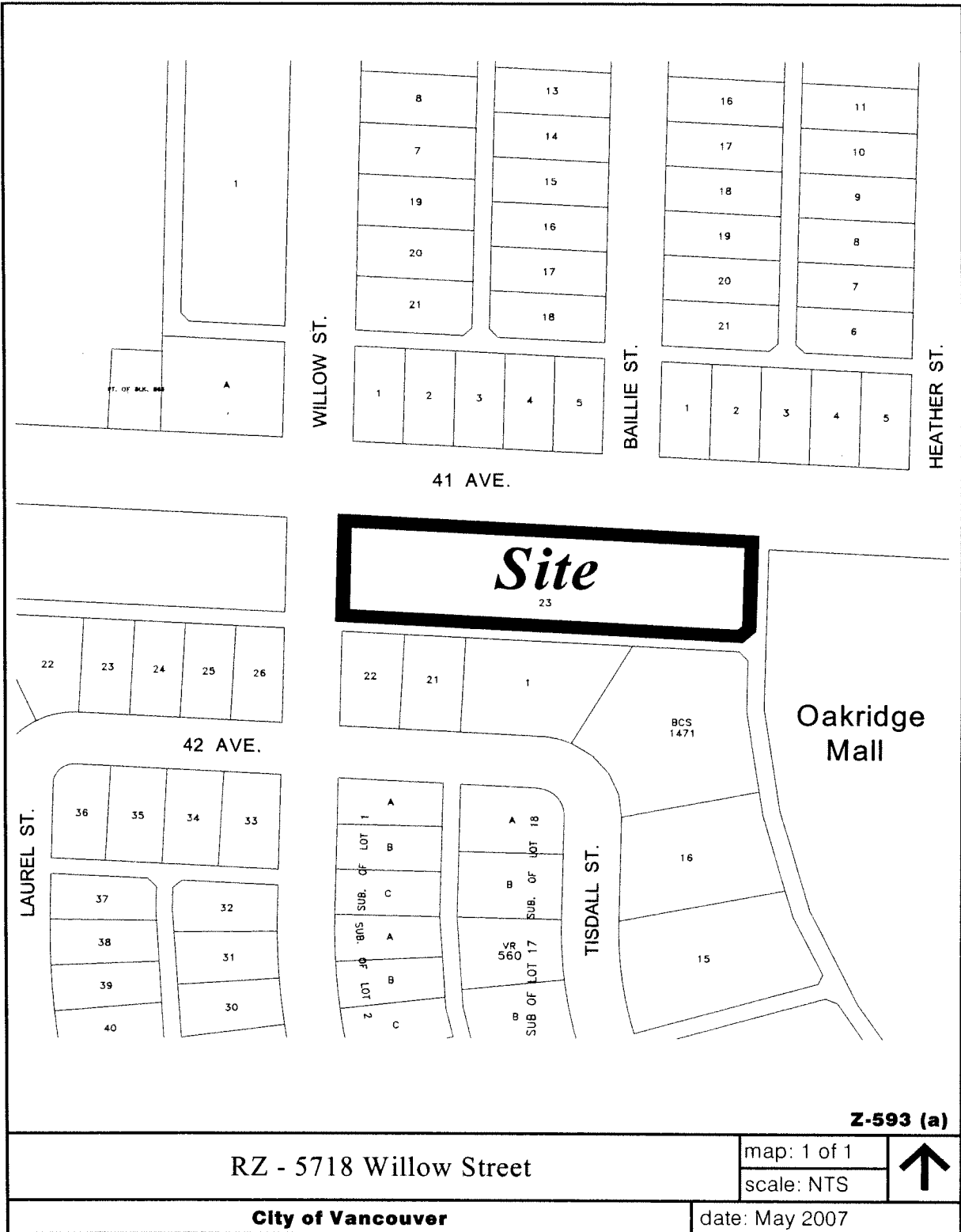
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

Schedule A



Z-593 (a)

RZ - 5718 Willow Street

map: 1 of 1

scale: NTS



City of Vancouver

date: May 2007

EXPLANATION**A By-law to amend the Sign By-law
re 1181 Seymour Street**

After the public hearing on April 15, 2008, Council resolved to amend the Sign By-law to allow third party advertising on this site. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
June 10, 2008

1181 Seymour Street



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. In Section 1.0 of Schedule B to the Sign By-law, Council:
 - (a) strikes out “and” from the end of subsection (k);
 - (b) strikes out the period from the end of subsection (l), and substitutes “; and”;
and
 - (c) after subsection (l), adds:

“(m) Projecting Sign at 1181 Seymour Street to which section 11.6 does not apply.”

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend Zoning and Development By-law No. 3575
re 1409 - 1477 West Pender Street**

After the public hearing on June 14, 2007, Council resolved to rezone 1409 - 1477 West Pender Street as a CD-1 zone. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
June 10, 2008

1409 - 1477 West Pender Street

BY-LAW NO. _____



**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-593 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (468).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (468) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses in conjunction with any use listed in this section 2.2;
- (b) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Special Needs Residential Facility;
- (c) Live-Work Use;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3. Any development permit issued for live-work uses must stipulate as permitted uses:
 - (a) dwelling units;
 - (b) general office, health care office, barber shop or beauty salon, photofinishing or photography studio, or artist studio - class A; and
 - (c) dwelling unit combined with any uses set out in subsection (b).

Density

4.1 Computation of floor area must assume that the site consists of 2 228 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses, combined, must not exceed 10.66.

4.3 Computation of floor space ratio must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building.

4.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;

- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms except that the total area excluded must not exceed 1 000 m²; and
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness.

4.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided; and
- (d) structures such as pergolas, trellises, and tool sheds which support the use of intensive green roofs or urban agriculture.

4.6 The use of floor space excluded under section 4.4 or 4.5 must not include any purpose other than that which justified the exclusion.

Building height

5.1 Subject to section 5.2, the building height, measured above base surface, must not exceed 107.4 m.

5.2 Sections 10.10 and 10.11 of the Zoning and Development By-law are to apply to this By-law, except that the Director of Planning or Development Permit Board may allow:

- (a) an additional 1.37 m of height for rooftop guard rails that are architecturally integrated into the design of the building; and
- (b) mechanical appurtenances such as elevator machine rooms that, in total, exceed one-third of the width of the building and cover more than 10% of the roof area if they are appropriately integrated into the design of the building and do not exceed a height of 7.6 m above the parapet level.

Parking, loading, and bicycle spaces

6. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that there must be at least 0.9 parking space for every dwelling unit plus one space for each additional 200 m² of gross floor area but no more than the lesser of:

- (a) 1.1 parking spaces for every dwelling unit plus one space for each 125 m² of gross floor area, and
- (b) 2.2 parking spaces for every dwelling unit.

Acoustics

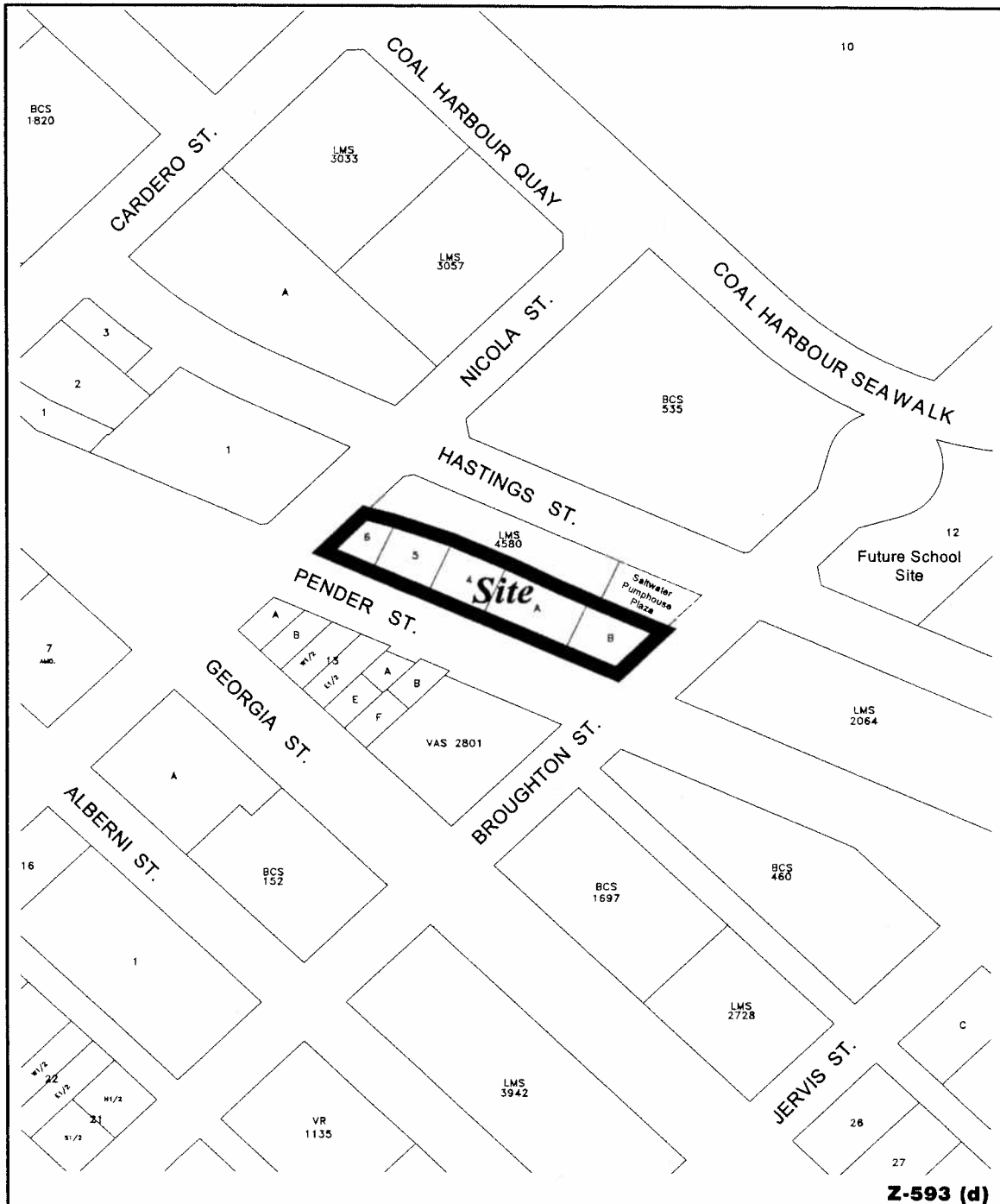
7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

Severability

8. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Schedule A



Z-593 (d)

RZ - 1409 - 1477 West Pender Street

map: 1 of 1
scale: NTS



City of Vancouver

date: May 2007

EXPLANATION**A By-law to amend the Sign By-law
re 1409 - 1477 West Pender Street**

After the public hearing on June 14, 2007, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
June 10, 2008

1409 - 1477 West Pender Street



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. To Schedule E of the Sign By-law, Council adds:
"1409 - 1477 West Pender Street CD-1(468) B (DD)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk


EXPLANATION**Heritage Designation By-law
re 1955 West 12th Avenue**

At a public hearing on May 13, 2008, Council approved a recommendation to designate a building at 1955 West 12th Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
June 10, 2008

1955 West 12th Avenue
The Brunton Residence

BY-LAW NO. _____



**A By-law to designate certain real property
as protected heritage property**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials

1955 West 12th Avenue

Parcel Identifier:
014-184-079
Lot 16
Block 386
District Lot 526
Plan 1949

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

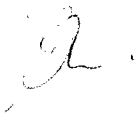
EXPLANATION**Heritage Designation By-law
re 2504 York Avenue**

At a public hearing on May 13, 2008, Council approved a recommendation to designate a building at 2504 York Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
June 10, 2008

2504 York Avenue
The Douglas A. Acorn Residence

BY-LAW NO. _____



**A By-law to designate certain real property
as protected heritage property**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials

2504 York Avenue,
Vancouver, BC

PID: 027-104-605
Lot 1
Block 200
District Lot 526
Plan BCP30770

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 2537 West 49th Avenue**

After the public hearing on May 13, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 2537 West 49th Avenue pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
June 10, 2008

2537 West 49th Avenue

BY-LAW NO. _____



**A By-law to authorize Council entering into a
Heritage Revitalization Agreement
with the Owner of Heritage Property**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a heritage revitalization agreement with the owner of heritage property including terms and conditions to which Council and the owner may agree.

Certain properties bearing the civic address of 2537 West 49th Avenue, and the following legal descriptions:

Parcel Identifier: 012-986-712
Lot 1 of Lot 2 Block 1 District Lot 526 Plan 3361

Parcel Identifier: 012-986-739
Lot 2 of Lot 2 Block 1 District Lot 526 Plan 3361

Parcel Identifier: 012-986-925
Lot 20 of Lot 2 Block 1 District Lot 526 Plan 3361

contain a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the properties have agreed to facilitate such conservation by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a heritage revitalization agreement with the owner in substantially the form and substance of the heritage revitalization agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 62 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Jim Blair

City of Vancouver Law Department

453 West 12th Avenue

Vancouver, B.C., V5Y 1V4

Phone 873-7514 (BTQ/mk) Client No. 10647

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
012-986-712	Lot 1 of Lot 2 Block 1 District Lot 526 Plan 3361
012-986-739	Lot 2 of Lot 2 Block 1 District Lot 526 Plan 3361
012-986-925	Lot 20 of Lot 2 Block 1 District Lot 526 Plan 3361

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
SEE SCHEDULE		

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

0757194 B.C. LTD., Incorporation No. BC0757194

HSBC BANK CANADA (as to Priority)

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____ (Solicitor)	08			0757194 B.C. LTD. by its authorized signatory(ies) Print Name: _____ Print Name: _____
_____ (Solicitor)	08			HSBC BANK CANADA , by its authorized signatory(ies) Print Name: _____ Print Name: _____
_____ Bruce T. Quayle Barrister and Solicitor 453 West 12 th Avenue Vancouver, BC V5Y 1V4 Tel: 604-873-6545	08			CITY OF VANCOUVER by its authorized signatory: _____ Frances J. Connell/Graham P. Johnsen

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
Form E**

SCHEDULE

Enter The Required Information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Pages 7 - 9, Article 2	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA565211 and Assignment of Rents BA565212	Page 62	Transferee
Statutory Right of Way	Page 11 - 12, Article 4	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage BA565211 and Assignment of Rents BA565212	Page 62	Transferee
Equitable Charge	Page 12, Article 5	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage BA565211 and Assignment of Rents BA565212	Page 62	Transferee

TERMS OF INSTRUMENT - PART 2**Heritage Revitalization & Preservation Agreement****WHEREAS:**

A. The Owner is the registered owner of the following lands and premises:

PID: 012-986-712
Lot 1 of Lot 2 Block 1 District Lot 526 Plan 3361

and

PID: 012-986-739
Lot 2 of Lot 2 Block 1 District Lot 526 Plan 3361

and

PID: 012-986-925
Lot 20 of Lot 2 Block 1 District Lot 526 Plan 3361

(together, the "Lands")

B. There is situated on the Lands an existing building known as The Stone Residence, which is considered to be of heritage value and is listed as a Category B property on the City's Heritage Register (the "Heritage Building").

C. Pursuant to development permit applications DE411680, DE411681, DE411682 and DE411648 (the "DP Application"), the Owner has applied to the City for permission to redevelop the Lands:

- (i) by subdividing the site into four (4) parcels;
- (ii) relocating the Heritage Building (with some alterations) to the southernmost of the new parcels, which will be located at the northwest corner of the intersection of Larch Street and West 49th Avenue, at the civic address 6495 Larch Street;
- (iii) by restoring and rehabilitating the Heritage Building, and its heritage characteristics and features, and securing the long term protection and maintenance thereof; and
- (iv) by constructing three (3) new single family houses on the three remaining new parcels, which will be located at the civic addresses 6455, 6467 and 6479 Larch Street.

D. The City will permit the foregoing proposal, subject to a number of conditions, including, without limitation, that Owner is to agree in a binding agreement that the Heritage Building will be rehabilitated as a heritage building in a timely fashion and preserved and maintained as such at all times thereafter at the Owner's expense.

E. Pursuant to Section 592 of the *Vancouver Charter* S.B.C. 1953, c.55, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law, a zoning by-law, a development cost levy by-law, a development permit and a heritage alteration permit, and may include such other terms and conditions as the City's Council and the Owner may agree.

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. Except where otherwise explicitly and specifically provided for in this agreement, the terms defined here have the following meanings throughout this agreement:

- (a) **"Building By-law"** means the City of Vancouver Building By-law, as varied and supplemented from time to time;
- (b) **"Charter"** means the *Vancouver Charter*, SBC 1953 c. 55;
- (c) **"City"** means the City of Vancouver as a municipal corporation continued pursuant to *Charter*;
- (d) **"City of Vancouver"** means the City's geographic location and area;
- (e) **"City Party"** means, individually, the City and every one of its officials, employees, contractors, agents and licensees and **"City Parties"** is the plural in relation thereto;
- (f) **"Conservation Plan"** means the Consultant's October 2007, written plan and guidelines, titled "Conservation Plan, Stone Residence, 2537 West 49th Avenue", for the conservation and preservation of the Heritage Building, a copy of which is annexed hereto as Schedule "A";
- (g) **"Consultant"** means Donald Luxton & Associates Inc., as represented by Donald Luxton of that company, or, in the event and at such time as Donald Luxton may cease to act as the Consultant, such other independent, heritage building consultant who is a duly registered architect or professional engineer in good standing or such other independent heritage building consultant acceptable to the City with substantial experience in the nature of architectural and engineering experience in relation to the restoration and preservation of old and/or heritage buildings;

- (h) **“Development Permit”** is the City Development Permit issued pursuant to the DP Application;
- (i) **“DP Application”** has the meaning given in Recital C above;
- (j) **“Effective Date”** means the date that this agreement is executed by the City;
- (k) **“Floor Space”** means the total floor space area of a development in the City of Vancouver, calculated in accordance with the Zoning and Development By-laws;
- (l) **“fsr”** means permitted “floor space ratio” under the City’s Zoning and Development Bylaws and, more particularly, is the ratio of the permitted Floor Space for a development as compared to the size of the parcel of land upon which the development is or is to be situated;
- (m) **“Heritage Building”** means the Heritage Building as defined in Recital B above and includes, without limitation, all permitted replacements thereof and therein and additions thereto;
- (n) **“Heritage Lands”** means the parcel of land created or to be created on subdivision of the Lands into four parcels, which will be located at the civic address 6495 Larch Street and will contain the Heritage Building;
- (o) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (p) **“Lands”** has the meaning given in Recital A above and includes, without limitation, any and all parcels into which they are consolidated and/or in any way subdivided;
- (q) **“Non-heritage Lands”** means the three parcels of land created or to be created on subdivision of the Lands into four parcels, which will be located at the civic addresses 6455, 6467 and 6479 Larch St. and will not contain the Heritage Building or any portion thereof;
- (r) **“Owner”** means the registered owner of the Lands and all of his, her or its assigns, successors and successors in title to the Lands;
- (s) **“Zoning and Development By-laws”** means those of the by-laws of the City that from time to time regulate the use and development of land in the City of Vancouver, including, without limitation, with respect to allowable density and floor space ratios, and are applicable to the Lands and to every part into which the Lands may be subdivided, including, without limitation, the City’s Zoning and Development By-Law No. 3575.

1.2 **Headings.** The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings is for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections or Paragraphs are to Recitals, Articles, Sections or Paragraphs of this Agreement.

1.3 **Number.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

ARTICLE 2 REHABILITATION & PRESERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 592 of the *Charter* for all of this Article 2 and pursuant to Section 219 of the *Land Title Act* for subparagraphs (a), (c), (e), (f), (g), (i) and (l) of this Article 2.1, the Owner covenants to and agrees with the City, as a covenant running with, charging and binding the Lands, that:

- (a) within a period of 24 months from the Effective Date, the Owner, at its expense, will relocate the Heritage Building to the portion of the Lands that are the Heritage Lands and will rehabilitate and restore the Heritage Building so as to restore and where necessary replace its heritage characteristics, features, components and fixtures to the City’s satisfaction in accordance with the Conservation Plan as required by the Development Permit, including, without limitation:
 - (i) seismic upgrading of the Heritage Building so that it meets the new building, structural requirements of the Vancouver Building By-law; and
 - (ii) rehabilitation and restoration of the Heritage Building so as to be maintained and preserved as a heritage building in accordance with the Conservation Plan, as required by the Development Permit;
- (b) the Owner, at its expense, will ensure that a Consultant supervises the rehabilitation of the Heritage Building as required hereby in all respects;
- (c) to the City’s satisfaction, the Owner, at its expense, will secure the Heritage Building from vandalism and occupation by squatters at all times during its rehabilitation under this agreement;

- (d) once the rehabilitation of the Heritage Building as required hereby is complete, the Owner, at its expense, will deliver to the City a signed statement from a Consultant confirming explicitly to the City's satisfaction that the rehabilitation of the Heritage Building as required hereby has been fully completed, after which, to the extent that this agreement has not already been released and discharged from title to the Non-Heritage Lands pursuant to Section 2.2 of this agreement, the City, at the Owner's expense, within a reasonable time on the Owner's request, will release and discharge this agreement from title to the Non-Heritage Lands;
- (e) at all times after completion of the Heritage Building's rehabilitation as required by this agreement, the Owner, at its expense, will preserve, protect, maintain and keep the Heritage Building as a heritage building in accordance with the Conservation Plan and, in any event, in good condition in all respects as would a reasonable and prudent owner;
- (f) the Owner will not in any way alter the exterior of, make structural changes to or renovate or reconfigure the Heritage Building (or any part thereof) after its rehabilitation pursuant to this agreement is completed, except as may be permitted by this agreement, the Development Permit or a heritage alteration permit issued by the City;
- (g) the Owner will refrain from doing anything at any time to obscure, deface or remove any commemorative plaque the City may affix to the Heritage Building;
- (h) to the City's satisfaction, the Owner, at its expense, will obtain and keep insurance for the Heritage Building so that it is insured to full replacement value against all perils, including, without limitation, earthquake, at all times during and after the rehabilitation thereof; and
- (i) if the Heritage Building is ever damaged in any way, the Owner, at its expense, will repair it and restore its appearance as necessary to put it back into the condition and appearance it was in prior to the damage, unless it is unlawful or uneconomical to do so, in which case, the Owner will not be obligated to repair the Heritage Building but will be restricted to building on the Lands a building of similar form, appearance, massing, quality of materials, detailing and height as the Heritage Building, and the City, at the Owner's expense, will execute and deliver an amendment, and to the extent applicable a partial discharge, of this Agreement to reflect such change in circumstances;
- (j) in any determination as to whether it is uneconomical to repair the Heritage Building if it is ever damaged in any way, only land economic factors will be considered, including, without limitation, the cost of repair, the cost of the replacement building contemplated below and the fact that heritage incentives have been granted in respect of the Heritage Building;
- (k) if, in circumstances in which the Heritage Buildings, or any of them, are damaged in some way, the Owner and the City cannot agree on whether it is uneconomical to repair them, the matter will be determined by arbitration as follows: within thirty (30) days following written notice of the dispute by either party to the

other, such dispute will be referred to a single arbitrator to be chosen by the Owner and the City or, if the Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom will be chosen by the Owner, one (1) of whom will be chosen by the City and the third by the two (2) so arbitrators chosen, and the third arbitrator so chosen will be the chairman, in which case decisions in arbitration hereunder will be made by the majority of the arbitrators. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act* (British Columbia), as amended or re-enacted from time to time, will apply; and

- (l) the Owner will not and will not suffer or permit any other person to use or occupy the Heritage Building or any part thereof or any other structure on the Lands or any of them until the City has issued an occupancy permit therefor, and the Owner will not and will not permit any other person to apply for or take any action to compel the City to issue an occupancy permit for the Heritage Building or any part thereof or any part of any other structure on the Lands or any of them, until the rehabilitation of the Heritage Building as required hereby is completed to the City's satisfaction, and the City will be under no obligation to issue an occupancy permit for the Heritage Building or any part thereof or any part of any other structure on the Lands or any of them until the rehabilitation of the Heritage Building as required hereby is completed to the City's satisfaction, notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled.

2.2 Notwithstanding the foregoing, the Owner will be entitled to obtain occupancy permits in relation to the Non-heritage Lands prior to the time that the rehabilitation of the Heritage Building is complete as required hereby, and the City, at the Owner's expense, within a reasonable time of being requested to do so by the Owner, will release and discharge this agreement from title to the Non-Heritage Lands, or any of them, provided that:

- (a) this agreement has been fully registered in the Land Title Office in the manner set out in the agreement;
- (b) the Development Permit and a building permit for the rehabilitation of the Heritage Building as required hereby have been issued to the Owner by the City;
- (c) the Heritage Building has been relocated to the Heritage Lands as required hereby;
- (d) the Lands have been lawfully subdivided into four parcels as contemplated by the DP Application;
- (e) all legal requirements for occupancy permits have been fulfilled in respect of the Non-heritage Lands for which the Owner seeks release and discharge of this agreement;
- (f) the Owner has provided to the City a letter of credit in the amount equal to the lesser of one hundred and twenty percent (120%) of the then estimated cost to complete the rehabilitation of the Heritage Building as required hereby (such

estimated cost to be made by the Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the City); and

- (g) the Owner, in the City's opinion, is not at the time of issuance of an occupancy permit for Non-heritage Lands, in breach of any of its obligations to the City set out in this agreement or any other agreement between the City and the Owner with respect to the Lands.

2.3 All letters of credit required by this Agreement will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City. Further, all letters of credit will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year until the Owner has, to the City's full satisfaction, completed all of its obligations under this Agreement. The City may call upon the letter of credit and apply the proceeds there from as the City sees fit if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any acts of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupts or insolvent debtors;
- (c) the Owner is not carrying out or has not carried out the rehabilitation of the Heritage Building pursuant to this agreement in a manner satisfactory to the City;
- (d) the City undertakes all or any part of the rehabilitation of the Heritage Building pursuant to this agreement; and/or
- (e) the Owner is in breach of any of its obligations under this agreement.

ARTICLE 3 BY-LAW VARIATIONS

3.1 Pursuant to Section 592 of the *Charter*:

- (a) Section 4.7.1 of the RS-5 District Schedule of the City's Zoning and Development By-Law No. 3575 is hereby varied in respect of the Heritage Lands and the Non-

Heritage Lands to permit the construction of Floor Space thereon as follows:

Parcel	Overall Floor Space & fsr	Above Grade Floor Space
6455 Larch St. (Non-Heritage Lands)	4,068 sq. ft. (0.75 fsr)	2,847 sq. ft.
6467 Larch St. (Non-Heritage Lands)	4,175 sq. ft. (0.77 fsr)	2,795 sq. ft.
6479 Larch St. (Non-Heritage Lands)	4,175 sq. ft. (0.77 fsr)	2,795 sq. ft.
6495 Larch St. (Heritage Lands)	Proposed overall fsr will comply	3,705 sq. ft.

- (b) and Section 9.1 of the City's Subdivision Bylaw is hereby varied in respect of the Non-heritage Lands so as permit the width of each lot of which they are to be comprised to be 40 ft.

3.2 The by-law variations effected by and the other benefits granted to the Owner in relation to this agreement are full and fair compensation for the obligations and restrictions placed upon the Owner by this agreement and any heritage designation made of the Heritage Building pursuant to the provisions of the *Charter*, and the Owner hereby waives and renounces all claims for further or other compensation by reason of this agreement.

ARTICLE 4 STATUTORY RIGHT OF WAY

4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter and be upon the Lands and to install upon the exterior of the Heritage Building a commemorative plaque regarding the Heritage Building's historical significance and, in the event that the Owner is in default of any of its obligations under this Agreement to rehabilitate the Heritage Building, to undertake and diligently prosecute to conclusion the rehabilitation of and to preserve, protect, maintain, repair and/or replace the Heritage Building, if the City should at any time choose to do so.

4.2 Notwithstanding the foregoing, nothing herein in any way obligates the City to carry out in whole or in part any rehabilitation of the Heritage Building or to preserve, protect, maintain, repair and/or replace the Heritage Building.

4.3 In the event that the City enters upon the Lands to conduct all, or any part, of the rehabilitation of the Heritage Building or any other work contemplated by Section 4.1:

- (a) there will be no express or implied warranties as to the quality of such rehabilitation work or any other work contemplated by Section 4.1 or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City the costs incurred by the City in undertaking such rehabilitation work or any part thereof, and any other work contemplated by Section 4.1, plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs.

4.4 The statutory right of way granted herein is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 5 EQUITABLE CHARGE

5.1 The Owner grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law and the provisions of this Article 5 will survive any termination of this agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 6 RELEASE AND INDEMNITY

6.1 The Owner hereby releases, indemnifies and saves harmless all City Parties from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor own client basis (i) which any City Party may suffer or incur, in the case of the indemnity contained herein, and (ii) which the Owner or its directors, officers, employees, contractors, agents or licencees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:

- (a) the City conducting all or any portion of the rehabilitation of the Heritage Building or any other work contemplated by this agreement;
- (b) the City withholding any permits (including, without limitation, an occupancy permit) under this agreement, until the Owner has fully complied with all requirements of the City in this agreement and otherwise applicable to the Lands;
- (c) this agreement, except to the extent the same arises directly and solely from a default of the City hereunder;
- (d) any release of this agreement or the loss of any of the rights granted hereunder;
- (e) the non-compliance, if any, of the Lands, the Heritage Building or any part of either thereof with any City by-law; and

- (f) issuance of any development permit in respect of the Lands.

The releases and indemnities set out in this Article 6 will survive the expiration or earlier termination of this Agreement and will survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 7 GENERAL

7.1 If the registered owner of the Lands will be more than one party, such parties will be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

7.2 Time is of the essence in all respects in relation to this agreement and any instance of waiver of that requirement will not be a waiver for all or any other purpose hereunder.

7.3 The Owner, at his, her or its expense, after execution of this agreement, will do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other financial encumbrances except financial encumbrances in favour of the City.

7.4 In any action to enforce this agreement the City will be entitled to court costs on an actual cost basis. In addition to any other rights the City may have pursuant to this agreement or at law or in equity, the City may enforce this agreement by mandatory and prohibitory injunctions.

7.5 If the Land Title Office refuses to register this agreement, the Owner agrees to modify or re-execute this agreement to the City's satisfaction so as to enable registration.

7.6 This agreement will charge and run with the Lands and will enure to the benefit of and be binding upon the Owner and its successors and trustees and the Owner's successors in title to the Lands and their respective trustees and successors and all parties claiming through such owners.

7.7 Without limiting the generality of Section 7.6, if ever the Heritage Lands, or any portion thereof, are subdivided by way of a strata plan and the Heritage Building or any part thereof is located within the strata plan:

- (a) this agreement will charge each strata lot and will be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created will be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations in this agreement will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan and will be treated as a common expense and all strata lot owners will contribute to

such costs in proportion to their unit entitlement, subject to the *Strata Property Act* (British Columbia) and the by-laws of the strata corporation.


7.8 If ever the Heritage Building is subdivided out of the Heritage Lands by way of an air space parcel or conventional building subdivision, provided always that an occupancy permit has first been issued for the Heritage Building and the rehabilitation thereof pursuant to this agreement has been completed to the City's satisfaction, the City will, within a reasonable time of being requested to do so by the Owner and at the Owner's expense, release and discharge this agreement from title to that portion of the subdivided Lands in which no part of the Heritage Building is located.

7.9 Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

CONSERVATION PLAN

STONE RESIDENCE
2537 WEST 49TH



prepared for:
smart

OCTOBER 2007

prepared by:
DONALD LUXTON ASSOCIATES_{inc.}

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The Stone Residence Heritage Conservation Plan

1. SUMMARY

THE STONE RESIDENCE,
2537 West 49th Avenue,
Vancouver, BC

Date of Construction: 1913
Date of First Alterations: pre 1940
Date of Second Alterations: 1957

The Stone Residence is a large, two-storey stuccoed house with basement and domered attic, set in mature landscaping. Situated on an extensive corner lot at West 49th Avenue and Larch Street, it is a prime example of an early estate house and illustrates the settlement history of Kemsdale. The area, then known as Magee Station was a developing bedroom suburb of Vancouver, and a stop on the Interurban line. Constructed in the Arts and Crafts style, this residence is defined by its expansive hipped roof, deep overhanging eaves, polygonal shaped bay windows, covered verandahs and balconies. In typical Arts and Crafts style, it utilises roughcast stucco as its main wall cladding. There is irregular fenestration on all façades, consisting of leaded casement windows in single, double and multiple-assembly. Crowning many of the windows are flat timber lintels. Other decorative elements include modillions and dentils. The house has five chimneys, with the original central chimneys being the most decorative. Intersecting the east-west axis is a three bay rectangular wing, giving the building its T-shaped plan. The original building plan is understood to be square, although original plans could not be located.

The first owners were Henry Athelstan Stone and his wife, Beatrice, who commissioned the prominent architect, Robert Mackay Frupp to design the home in 1913. Henry Stone was the vice-president of the manufacturing and importing store, Gault Brothers and well-known as one of the founders of the Vancouver Art Gallery. In 1957 subsequent owners, the Killam family, greatly remodelled the house to include internal alterations and the addition of wings on the western and eastern side, thus removing the eastern porte-cochère and reorienting the principal entrance to the south of the building.

Now, fifty years later, another stage in the evolution of the property is proposed. The house is situated straddling three lots in a 135.6ft x 185ft boundary and a proposal has been made to utilise the lots more efficiently. Conscious of the property's significance, it is proposed to save and restore the building to its original plan and move it within one lot, without re-orientating it, to allow for the construction of properties behind the existing one. Following a study of historical records and materials and construction-type on the building, this conservation plan is based on the restoration of the original form, scale and massing, historic colour scheme and materials, the preservation of original windows and the rehabilitation of the interior. The Stone Residence is listed on the Vancouver Heritage Register.

Donald Luxton & Associates Inc. October 2007

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The Stone Residence Heritage Conservation Plan

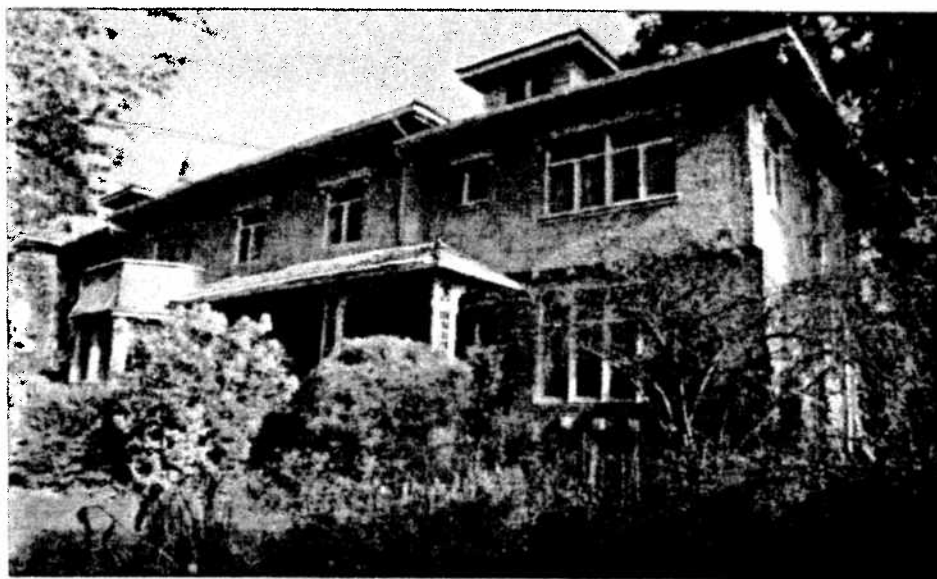


Photo 1: South and east elevations



Photo 2: North elevation with northern annex on right

Donald Luxton & Associates Inc. October 2007

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The Stone Residence Heritage Conservation Plan

2. BACKGROUND

2.1 OWNERS

This house was designed for Henry Athelstan Stone (1861-1943) and his wife Beatrice Hetty Stone (1863-1933) in 1913. Both Henry and Beatrice hailed from London, England. They immigrated to Canada in 1882, and Henry began employment with Gault Brothers, a Montreal based firm who specialized in wholesale dry goods manufacturing and importation of men's furnishings. Henry and Beatrice had three children, named Frances (born Toronto, 1890), Elsie Victoria (born London U.K., 1898) and Horace Gordon (died 1918). In 1902, Henry Stone was appointed manager of the Vancouver branch of Gault Brothers, which was established in response to the Vancouver's burgeoning market. Vancouver's first Gault Brothers was located at 375 Water Street in Gastown- the city's commercial centre in the early twentieth century. By 1906, Gault Brothers had relocated to a larger building at 361 Water Street. Henry Stone was promoted to the position of vice-president.

In addition to his professional life, Henry Stone played a pivotal role in Vancouver's business and social community. Since his arrival in Vancouver, Stone was an active member of the Terminal City Club, a private business club whose members were among the most influential business and political figures of the city. In 1912, Stone was elected president of Vancouver Board of Trade. He was also instrumental in founding the Vancouver Art Gallery, and in 1925, donated \$25,000 towards its establishment. In 1931, he accompanied C. R. Scott, principal of the Vancouver School of Decorative Art, to Europe where they acquired over 100 paintings to form the basis of the gallery's collection. The same year, Stone was bestowed the medal of "Good Citizen" by the Native Sons of British Columbia. Unfortunately, City Council cut the Vancouver Art Gallery's finances by fifty percent in the following year, which prompted Stone to resign from the gallery.

Henry Stone was also a benefactor of St. Francis in the Wood Church in Caulfield, West Vancouver. He is responsible for the Church's Lych Gate in memory of his wife Beatrice. He also commissioned a stained glass window at West Vancouver Memorial Library to memorialize his son, Lieutenant Horace Gordon Stone, a naval officer who died during the First World War.

The Stone family occupied the house at 2537 West 49th Avenue until 1924. Following their departure, several prominent Vancouver families resided the house. Between 1925 and 1934, the house was owned by George Arnold Birks and his wife Olga Stanley (née Crawford, 1891-1982). Montreal-born George Birks was secretary treasurer of Birks Crawford and Lindsay, exporters of salmon, located at 710, 402 West Pender. The house remained vacant through 1935. In 1936, it was purchased by English-born businessman, Charles George Beeching (1890-1974) and his wife Kathleen Bertha Beeching (1895-1970), who was originally from Calgary. The Beeching family resided in the house for only one year. In 1937, William M. Ramsay, who was secretary of the Confed Life Association at 718 Granville St. purchased the house; they were resident until 1939.

The house was again vacant in 1940. In 1941, the house was purchased by Lawrence "Lol" Killam Jr and his wife Evelyn Hebb Killam. Lawrence was the son of Lawrence H. Killam Sr (1883-1975) and Edith Humphrey Killam (1882-1962). Killam Sr, a member of the well-known and influential family in Nova Scotia was an Engineer and taught at Mount Allison Academy between 1909 and 1920 and was the head of Department of Mechanical Engineering at the University of British Columbia between 1920 and 1925. He became President of the British Columbia Pulp and Paper Company the following year, a role that he served until 1950. Lawrence Killam Jr worked briefly in the British Columbia Pulp and Paper Company and later in the chainsaw business with McCullough Chainsaws. He was also an avid yachtsman. In 1957, with his wife Evelyn (known as "Rose"), they expanded the home to include wings on the western and eastern side. For over sixty-six years the Killam family occupied the house. Their son, Larry Killam III is well-known for his work on

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heritage rehabilitation projects, especially early projects in Gastown. Rose Killam was the last member of the family to reside there; she died in 2004.

2.2 ARCHITECT

Robert Mackay Fripp (1858-1917)



Photo 3: Robert Mackay Fripp

Frapp arrived in March of 1888 as a young English adventurer on a ship on the Vancouver waterfront. Within days of his arrival, R. Mackay Fripp placed an advertisement in the *Daily Herald*, offering his services as an experienced architect. So began the intermittent local career of one of British Columbia's most intriguing early architects. Born December 16, 1858 in Clifton, Gloucestershire, Robert Mackay Fripp was one of twelve children of George Arthur Fripp, a prominent English watercolourist favoured by Queen Victoria. Following private tutorage with his father, Robert was sent to Berkshire to article in the architectural firm of J.S. Dodd, where he was directly exposed to the Arts and Crafts theories of Richard Norman Shaw and William Morris. These influences shaped Fripp's aesthetic views about art and architecture, and imbued him with a lifelong belief in the architect's role as an educator. Following this, in 1879-80 he worked in the office of Sir Horace Jones, London City Architect.

There are three distinct phases in Fripp's architectural career in B.C. that were interrupted by work and travel in other parts of the world. His first Vancouver practice began in 1888 and lasted until 1896. Although Fripp profited from the early demand for conventional commercial blocks in downtown Vancouver, he found greater opportunity to indulge in his passion for British Arts and Crafts aesthetics through a series of residential and institutional commissions. This began with a half-timbered clubhouse in Coal Harbour designed with his brother, Charles, for the newly-established Vancouver Boating Club, the precursor of the Vancouver Rowing Club, in March 1888.

Frapp entered briefly into a partnership with English-born architect Herbert Winkler Wills (1864-1937). In January 1892 Fripp & Wills set up offices in Vancouver and New Westminster, but later that year the partnership dissolved. After returning from a short stint in Vernon, the second phase of Fripp's British Columbia career, which extended from 1898 to 1901, began. This period of Fripp's career was divided between Victoria and Vancouver and was marked by his commitment to the Arts and Crafts movement. In 1908 he returned to Vancouver to begin the third and final phase of his British Columbia career. By that time Vancouver was on the brink of another major construction boom, and prevailing tastes had moved closer to the aesthetic ideals that Fripp had been championing for a decade or more. Fripp's output during this period was prolific and consisted mainly of residential designs which ranged from modest California bungalows to stately Tudor Revival homes in Shaughnessy and Point Grey. Commissions from this period include residences in Shaughnessy Heights for F.W. Morgan. For the South Vancouver estate house, *Oakhurst*, designed for Charles Gardner Johnson in 1912, Fripp combined river rock and locally cut logs to create an exemplary model of Arts and Crafts design. He also designed a low-slung and still extant bungalow for Henry Ramsay at Burnaby Lake, 1912. For the First Unitarian Church in Fairview, Vancouver, Fripp designed a simple but evocative structure, 1912-13. A prominent apartment block, *Grace Court*, designed for Dudley D. Hutchinson and built 1912-13, still stands in the West End.

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Fripp's legacy of built work exists in three countries. Perhaps the most fascinating aspect of Fripp's career lies in his role as a direct transmitter of architectural ideas which he gained first-hand in England, New Zealand and California, and then introduced into British Columbia. He died in Vancouver on December 16, 1917, and was buried in the family plot in Mountain View Cemetery.

2.3 ARCHITECTURAL DESCRIPTION

The house is now a large two storey T-shaped structure with partial basement and dormers. Constructed in the Arts and Crafts style, the residence is defined by its expansive hipped roof with two shed dormers, deep overhanging eaves with scalloped coving, polygonal shaped bay windows, covered verandahs and balconies. In typical Arts and Crafts style, the house utilises roughcast stucco as its main wall cladding. There is irregular fenestration on all elevations, consisting of leaded casement windows in single, double and multiple-assembly. Crowning most of the windows are flat timber lintels. Other decorative elements include modillions and dentils. The house has five chimneys; they are located at the centre of the house and at the ends of the eastern and western extensions. The central chimney is the most decorative, and is comprised of brick with corbelling.

The original plan has been difficult to confirm due to there being no existing architectural plans and inconclusive records. Judging by the quality of work, foundations, wall thicknesses, materials and design, it is thought that the house has been constructed in three major phases (Fig. 1). The original house was a square plan, with hipped roof and a porte-cochère to the east (Photos 6, 7). This can be seen in the centre of the north and south elevations with the higher eaves line (Image 12). Other archival photographs show the northern annex present prior to the third phase of works in 1957 (Photo 9), but the exact date is unknown so is therefore assumed pre-1940, when the Killams moved in. In 1957 an "Application for Permit to Erect, Alter, Repair or Remove a Building" was made for Mr & Mrs L. Killam Jr with an estimated value of \$30,000 to:

*"Add to one family dwelling to provide Dining Room, Patio, Pantry and extend Living Room. Also, Drawing Room, Cloak Room. Plumbing proposed on main floor w.c., w.b.
2nd Floor provide master 2 bedrooms, nursery, 2 dressing rooms, hallway, 3 new bathrooms, Containing 5 w.c., 5 b.t., 5 double w.b., 2 single w.b., 1 shower.
Basement, 1 bathroom containing w.c., w.b., shr, 2 recreation rooms.
Add 22' 9" x 26' to east end of building.
Add 35' 6" x 44' to west end of building".*

This effectively doubled the length of the building by the addition of wings on the western and eastern side, which removed the eastern porte-cochère, re-orientated the principal entrance to the south of the building and significantly altered the interior.

The actual work appears practically seamless and differentiating between original and 1957 architectural elements has been difficult, particularly since elements, such as windows, were reused. An excellent quality of materials and workmanship is evident in all periods of the building. Prior to the 1957 application, another application and minor alteration happened in 1941 with the "addition on ground floor for dining room as per plans submitted. Value \$800". There are no records of these plans. Figure 2 shows other minor alterations made before 1940.

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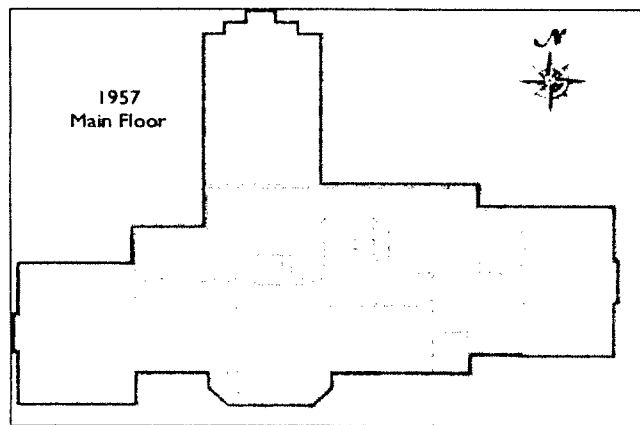
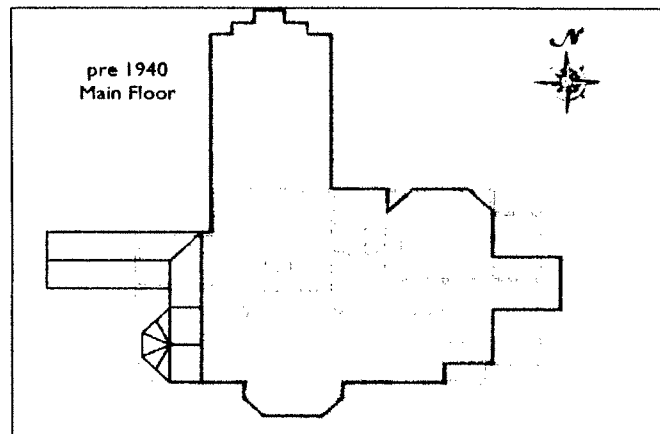
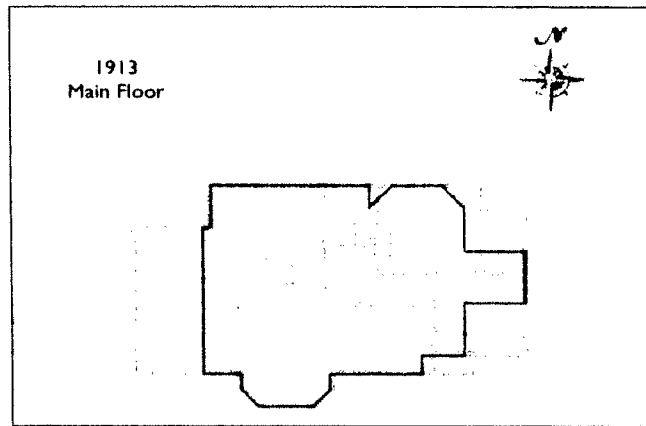


Fig 1: Evolution of the Stone Residence 1913-1957

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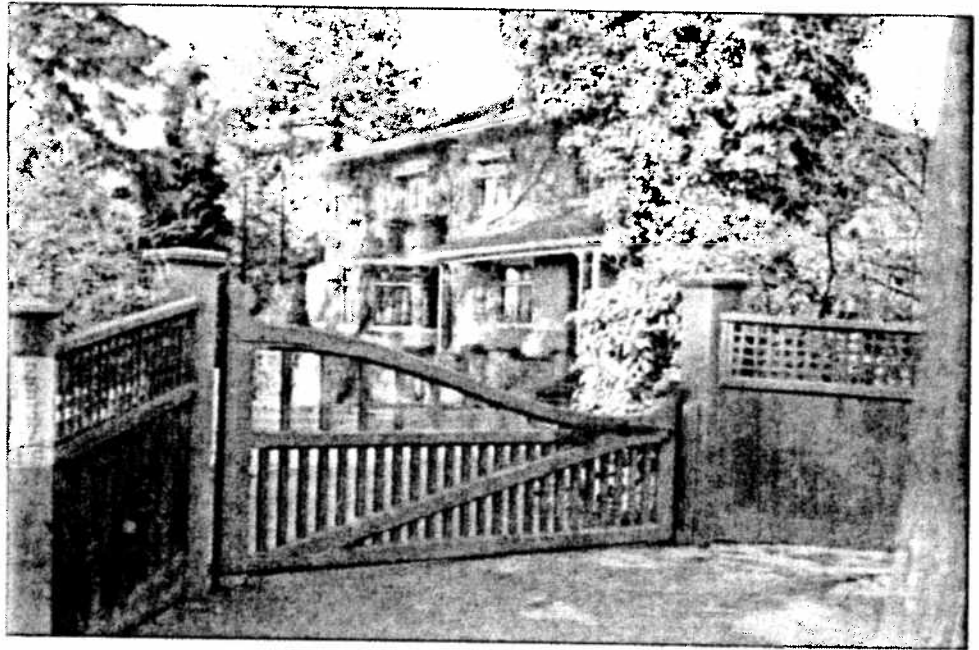


Photo 4: Southern entrance gate, now infilled [Killam Family photograph]

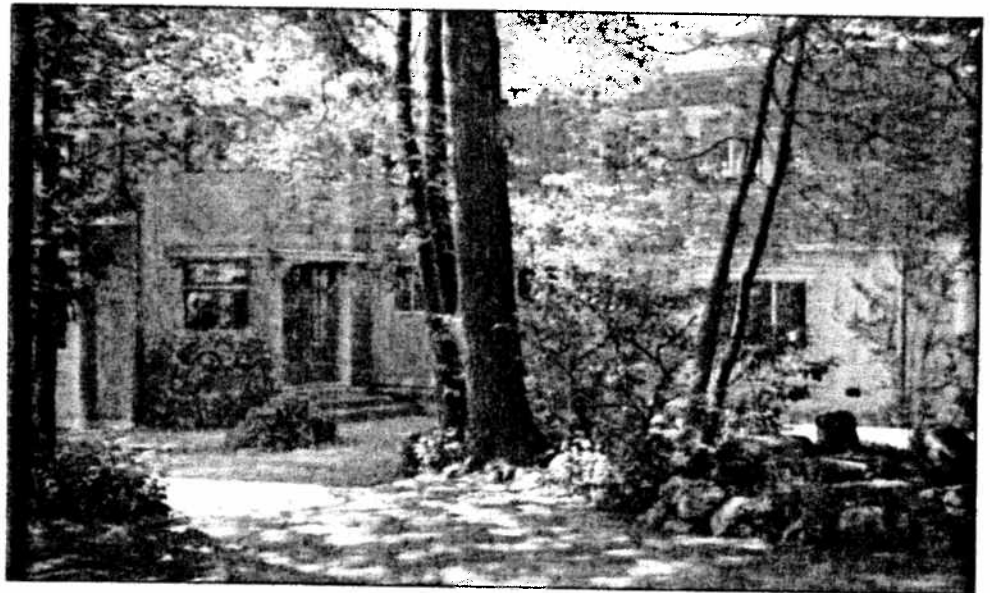


Photo 5: View of north-west with northern annex on right [Killam Family photograph]

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Photo 6: View of original east elevation and porte-cochère [Killam Family photograph]

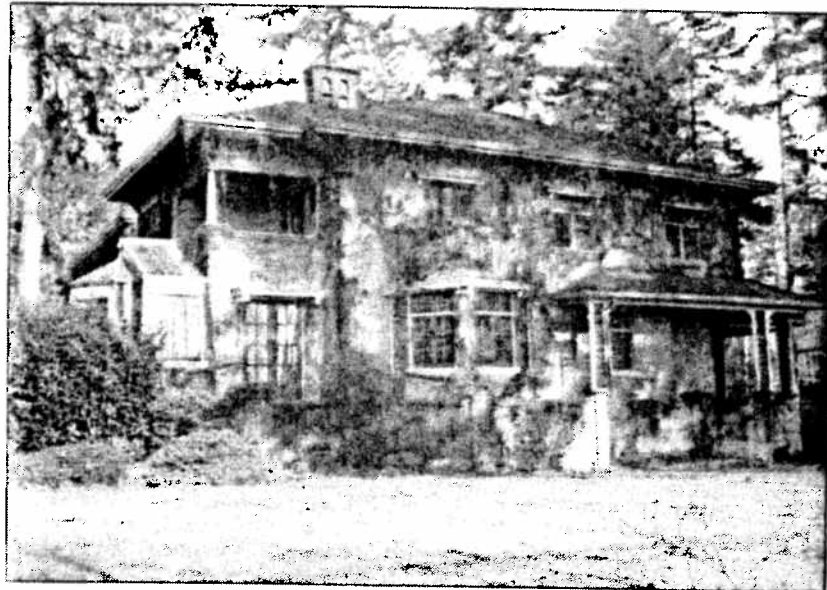


Photo 7: South elevation with open porch and conservatory. Note northern annex in background [Killam Family photograph]

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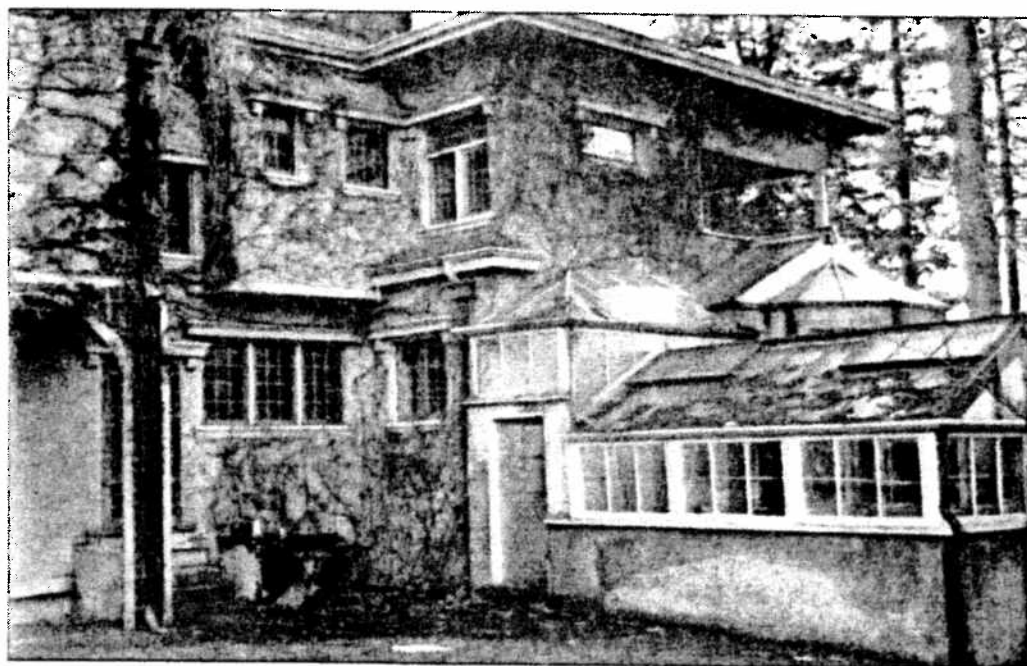


Photo 8: View from the north of conservatory buildings [Killam Family photograph]



Photo 9: Demolition of conservatory buildings [Killam Family photograph]

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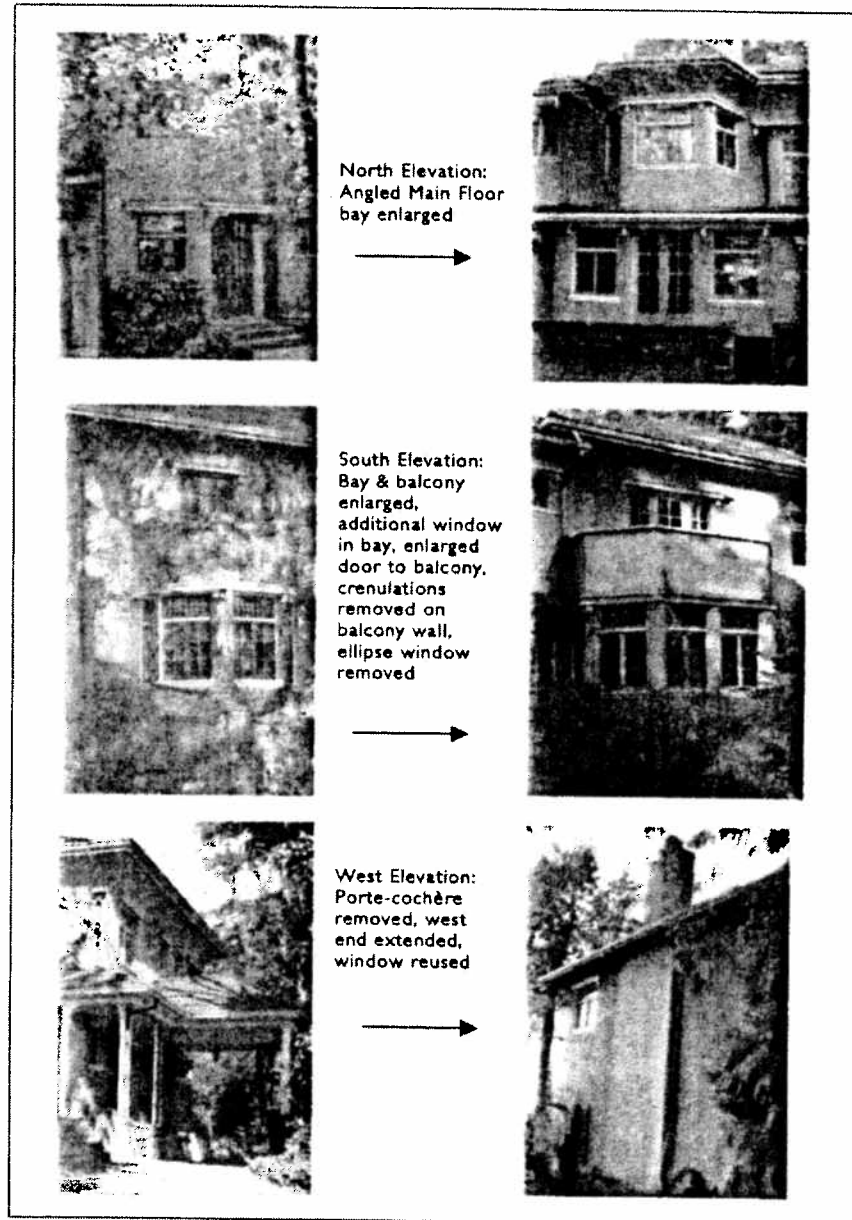


Figure 2: Evolution of architectural elements

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3. STATEMENT OF SIGNIFICANCE

3.1 DESCRIPTION OF HISTORIC PLACE

The Stone Residence is a grand, two-storey Arts and Crafts estate house located on a corner lot at West 49th Avenue and Larch Street in the Kerrisdale neighbourhood. It is distinguished by its broad hipped roof, shed dormers, overhanging eaves with coved soffits, leaded glass windows, bracketed window hoods, ornate chimneys and open verandahs with distinctive latticed columns.

3.2 HERITAGE VALUE OF HISTORIC PLACE

Built in 1913, the Stone Residence is an outstanding example of a British Arts and Crafts design by the architect Robert Mackay Fripp (1858-1917), who was an outspoken proponent of the Arts and Crafts movement in British Columbia. English-born and trained, the young Fripp was directly exposed to the Arts and Crafts theories of Richard Norman Shaw and William Morris. These influences shaped Fripp's aesthetic views about art and architecture, and imbued him with a lifelong belief in the architect's role as an educator. After arriving in Vancouver in 1888, Fripp commenced an intermittent but prolific local career, during which time he produced numerous major projects for prominent clients. Fripp also served as founding President of the Vancouver Arts and Crafts Society in 1900, and in 1914 he was instrumental in forming the British Columbia Institute of Architects that ultimately became the Architectural Institute of B.C.

The Stone Residence is additionally valued for its association with first owners, Henry Athelstan Stone (1861-1943) and his wife Beatrice Hetty Stone (1863-1933), who were both originally from London, U.K. The Stone's had three children, named Frances (born Toronto, 1890), Elsie Victoria (born London U.K., 1898) and Horace Gordon (died 1918). Henry Stone was manager of the Vancouver branch of Gault Brothers, a firm that specialized in wholesale dry goods manufacturing and importation of men's furnishings. He was also a pivotal figure in Vancouver's business and social community. In 1925, Stone donated \$25,000 towards the establishment of the Vancouver Art Gallery and later travelled to Europe to select paintings for the gallery's collection. Stone's philanthropic efforts were recognized in 1931 when he was bestowed the medal of "Good Citizen" by the Native Sons of British Columbia. The Stone family resided in the house at 2537 West 49th until 1924. Other prominent families lived here, including the Lawrence H. Killam Jr Family, who resided here for over

Finally, the Stone Residence is significant for its connection with the early settlement of the Kerrisdale neighbourhood. The area, which was then known as Magee Station, was a developing bedroom suburb of Vancouver and a stop on the Interurban line.

3.3 CHARACTER-DEFINING ELEMENTS

The key elements that define the heritage character of the Stone Residence include its:

- prominent corner location at West 49th Avenue and Larch Street in the Kerrisdale neighbourhood
- residential form, scale and massing as expressed by its two-storey plus basement height, with a broad hipped roof
- construction materials such as roughcast stucco
- elements of the British Arts and Craft style such as overhanging eaves with coved soffits, projecting bays and two tall, corbelled internal brick chimneys
- variety of windows including leaded transom windows and square paned leaded casement windows in single, double and multiple-assembly
- original oak front door and stained glass side lights
- original interior features such as tiled inglenook fireplace, stairwell and window hardware
- original wooden driveway gates

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4. ARCHITECTURAL ELEMENTS, CONDITION & CONSERVATION GUIDELINES

4.1 CONSERVATION STRATEGY

The Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* (2004) is the source utilised to determine the approach of intervention for this project. Considering these standards and guidelines, the interventions proposed for this project include aspects of *preservation, rehabilitation* and *restoration*, defined below:

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.

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

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

4.2 CONSERVATION INTERVENTIONS TO THE STONE RESIDENCE

The conservation approach for The Stone Residence at 2537 West 49th Avenue will be the restoration of the original form, scale and massing, the historic colour scheme and materials; the preservation of windows and the rehabilitation of the interior. This will involve the removal of later additions, reinstating missing elements evident on archival photographs and the return to the original colour scheme. The interior was significantly altered in 1957, although in a fashion contemporary with the original and using equally high quality materials. Elements of the interior will be rehabilitated. The proposed preservation, rehabilitation and restoration work is based on the "Standards & Guidelines for the Conservation of Historic Places in Canada." Photographs of architectural elements and condition described are located at the end of this section. For final details refer to architectural plans.

Suggested specification for aspects of the conservation approach are located in Appendix II of this report.

4.3 ARCHITECTURAL ELEMENTS, CONDITION & CONSERVATION PROCEDURES

As described in Section 2.3, the building was extensively remodelled in 1957. The work appears practically seamless and differentiating between original and 1957 architectural elements has been difficult for that reason. An excellent quality of materials and workmanship is evident in all periods of the building. This section describes the main architectural elements on the building, with an overview of their current condition and recommended a conservation approach of the original section.

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4.3.1 Form, Scale & Massing

The existing form, scale and massing disguises the original by the addition of the wings in 1957. Formerly, the building was approached from two gates on Larch Street - the east elevation was therefore the principal elevation, with a porte-cochère as the focal point (Photo 6). The building was square in plan: four bays on the south elevation, with a projecting bay window and crenulated balcony over and a porch wrapped around from the east, the northern elevation had a two storey angled bay window and a dominant stained glass staircase window. Later, an annex was built to the north, giving the building an L-shaped plan. The date of this wing is unknown but is thought to date before 1940.

Today, the east-west axis has been elongated to eight bays long and the plan is T-shaped. Both bay windows have been altered and the porte-cochère removed. The building is currently situated straddling three lots, with the overall dimensions of the property line being 136 feet x 125 feet.

It is proposed to restore the original form, scale and massing of the building by the removal of later additions to reveal Frpp's intended design. The building will also be moved southwards, without re-orientation, to accommodate additional construction to the west side.

4.3.2 Roof

The roof is composed of a hipped roof in the centre of the building, with cross gables to the east and west and an annex gable roof to the north. The eaves-line helps to decipher the evolution of the building: the original section has a hipped roof with a scalloped coving (Photos 12-15). The shape of this roof can clearly be seen from the attic space (Photo 12). The east and west wings are cross-gabled to the original roof, and finished lower than the original. They have a horizontal overhang and shed-style dormers. The northern annex has a gable end roof and features the same coving as the original (Photo 11). All roofs and projections are covered in clay tile. Archival photographs indicate that the original roof covering was cedar shingles. Many cedar shingle roofs from this era were colour-stained such as red, green or brown, although in this case it has not yet been determined if the roof was coloured.

The roofs are in reasonable condition with biological growth present on the tiles. This is partially because of the location of the property, adjacent to trees. Due to the sturdy nature of clay tiles, this is not affecting the condition of the roof covering. The rainwater disposal system of gutters and downspouts is complicated by the changes in eaves heights. The entire system is in very poor repair with joints leaking, blockages and disconnected sections, from lack of maintenance. In some areas the stucco has been damaged where moisture penetration has occurred (Photos 25, 26). The bay window roof on the south elevation is in particularly poor repair and water is entering the building at this location.

Proposed Intervention: Restoration

- Remove later roofs to restore the original square plan hipped roofline.
- Restore roof covering to cedar shingles. Consider staining shingles an historically-appropriate red colour.
- Replace rainwater disposal system and ensure regular maintenance.

4.3.3 Chimney

There are three different types of chimney styles present on the building and five chimneys in total. The two chimneys on the original 1913 house are located below the ridgeline on the north side and to the west. They are constructed of corbelled brick with stucco infill (Photo 16). On the northern annex, there is a simple roughcast stuccoed gable-end chimney (Photo 11) and the east and west wings both have a brick external gable-end (Fig 2). From a ground-level visual inspection all of the chimneys appear in good condition. The 1913 chimney may require repointing when examined closer (Photo 30). The remaining chimneys will be removed as part of the restoration of form, scale and massing.

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Proposed Intervention: Preservation of 1913 chimneys

- Record and stabilise chimney in its existing location prior to movement of building.
- Further examine condition of chimney and repoint with appropriate mortar and repair as necessary.

4.3.4 Walls

The walls are covered in a lime-based roughcast stucco on timber laths. A particular visual feature is the roughcast stuccoed coving forming the scalloped overhang (Photo 14). Elements on the 1957 addition, such as the chimneys and ground floor south elevation are constructed in brick with recessed joints, both painted (Photos 11, 14).

The stucco has a high aggregate content that gives it a rough appearance, which is typical of the Arts & Crafts style. This finish is known as *roughcast* and differs to a *pebbledash* finish because the large aggregate (pebbles) is incorporated into the mix and not thrown on after the stucco has been applied. As found on other elements of this building, the differentiation between original and 1957 addition materials and technique is difficult to decipher. However, on close inspection there is a difference in material and finish between the two eras of stucco. The original aggregate is more rounded and the mix is drier. The 1957 stucco has a larger, angular aggregate finish and appears to be a wetter mix by the signs of "drag" and more of a slurry finish.

The overall condition of the stucco from both eras is poor – there is cracking in many sections of coving and arises and areas of failure between the stucco and lath, where water damage and trapped moisture (such as below a leak in a gutter) has caused failure of sections of stucco (Photo 26-28). Cracks, although appearing minor on the surface can cause delamination of stucco as moisture enters through them and then becomes trapped. The high lime content in the stucco aids evaporation, but damage is still present. This is The stucco was originally unpainted and was light grey in colour. The first evidence of an applied coat is a cream colour, see Section 4.3.6.

Proposed Intervention: Restoration

- Carry out analysis of existing stucco.
- Preserve section of original stucco between windows
- Repair and replace as necessary, retaining the maximum amount of existing material as possible.
- New stucco to match existing in composition (a lime and cement based mix) and roughcast finish.

4.3.5 Fenestration

(Photos 18-24)

There are a variety of sizes and shapes of windows in the house, but with dominant characteristics that give the overall appearance of consistency. These characteristics are square paned leaded transom windows and larger rectangular casement windows. The variation between different phases of the building's evolution is minimal and on further investigations, it is thought that some of the original windows have been reused in the 1957 addition. Archival photographs and identification of older ironmongery helped to confirm these windows. A thorough examination of the windows has taken place and schedule formed to help identify original and new elements.

There were three types of ironmongery identified: curled brass handles, curved chrome handles and straight brass handles. The curved brass and chrome handles are the same design – chrome was often used in bathrooms. The window schedule is listed in Table 2, below. Externally, there is a flat projecting wood lintel with brackets over original window openings and some of the later wings' openings. The style is the same throughout. Many of the doors are French doors and all are the same style, even though they date from different periods. Based on archival photographs, the original oak front door and stained glass side lights was moved to the south when the wings were added in 1957, and still remains.

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Examples of three alterations made in which windows were reused (Fig 2) are the two bay windows – on the south and north elevations. On the south elevation the bay was elongated and balcony altered from crenulations to flat guardrail. In elongating the bay, an additional fixed door was placed in the upper doors and extra casement window inserted in the ground floor bay. It is assumed that this window is the one on the front left since this is the only one with an openable transom, but the windows are identical in style and ironmongery. On the northern bay, the ground floor was altered from angled to flat and the windows were reused. There were small ellipse windows present on the upper level of the south and east elevations (Photos 6-7). These are no longer present on the south but the outline is delineated in the cracking pattern of the stucco.

In restoring the building, it is recommended that the original windows will be retained in their original location and where possible, the other windows will be relocated. This is based on precedent and in addition reusing windows is more environmentally conscientious. The windows are in good condition, with paint failure and dryness in areas and almost no signs of decay of wooden elements (Photo 29). As is usual with leaded lights like the transoms and casements, a certain amount of bowing has occurred as a result of the weight on the lead. They appear fragile and mobile, but are actually sturdy.

Proposed Intervention: Preservation

- Retain original windows in original location.
- Reuse remaining windows throughout the building, where possible.
- Remove casements and transoms prior to moving the building.
- Remove bowing, as necessary by placing window in a horizontal position and allowing to stand until majority of bowing is removed by gravity.
- Repair lead comes with similar material, if necessary.
- Reinstall windows by specialist and examine. Protect from damage, if installed during works.
- Overhaul existing ironmongery.
- Restore ellipse window on the south elevation.

4.3.6 Colour Scheme

The following original colours were determined based on on-site sampling and microscopic colour matching. It is intended that further sampling will be undertaken once scaffolding is erected. The intent is to restore the original finish, hue and placement of applied colour. Refer to architectural drawings for proposed applied colours, placement and finish and Table 1, below. The recommended paint is manufactured by Benjamin Moore under the Vancouver Heritage Foundation's Historical Vancouver "True Colours" scheme.

ELEMENT	HISTORICAL VANCOUVER TRUE COLOURS	CODE
Stucco	Originally unpainted: Haddington Grey First Coat of Paint: Dunbar Buff	VC-15 VC-5
Window sashes	Vancouver Green	VC-20
Window trim	Oxford Ivory	VC-1
Trim	Oxford Ivory	VC-1
Roof shingles stain	Cottage Red (Benjamin Moore Readymix)	22
Gutters & Downspouts	Gloss Black	VC-35

Table 1: Recommended Colour Palette

4.4 INTERIOR ELEMENTS

(Photos 31-35)

The interior retains a number of elements characteristic of Arts and Crafts workmanship such as the tiled inglenook fireplace, stairwell and the window ironmongery. As many of these elements as possible should be retained and reintegrated within the interior rehabilitation scheme.

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Window/ Door Name	Report Photo No.	Width	Height	No. of windows	Type	No. panes	Transom	No. transom panes	Fixed/ open	iron mongery
MAIN FLOOR										
WMS5*	1, 19	10' 6"	6' 3"	5	casement (2 fixed)	2x4	5	3x4	fixed	straight brass
DMS1**	20	6' 4" (door 3' 3")	7' 5"	-	blue leaded light	2x10				
WME1		1' 7"	2' 11"	1	casement	3x4	-	-	-	curled brass
WMS1***	6	4' 3"	5' 0"	2	casement	3x3	1	10x2	openable	curled brass
WMS2a		1' 8"	5' 0"	1	casement	2x3	1	3x3	fixed	curled brass
WMS2b		3' 4"	5' 0"	double	casement	2x3	1	3x3	fixed	curled brass
WMS2c		3' 5"	5' 0"	double	casement	2x3	1	3x3	fixed	curled brass
WMS2d		3' 4"	5' 0"	double	casement	2x3	1	3x3	fixed	curled brass
WMS2e		3' 4"	5' 0"	double	casement	2x3	1	3x3	openable	curled brass
WMS2f	35	1' 11"	5' 0"	1	casement	2x3	1	3x3	fixed	curled brass
DMS2	7	4' 5"	6' 8"	-	French doors	2x4				stepped at handle
WMS3		5' 3"	5' 1"	3	casement (1 fixed)	???	1	3x3	fixed	straight brass
WME2		2' 0"	4' 11"	1	casement	2x4	-	-	-	straight brass
WMS4		10' 7"	6' 3"	5	casement (2 fixed)	2x4	5	3x4	fixed	straight brass
WMN1		1' 11"	6' 3"	1	Fixed	2x4	1	4x3	fixed	0
DMN1		4' 5"	7' 3"	-	French doors	2x4				stepped at handle
WMN2		1' 11"	6' 3"	1	Fixed	2x4	1	4x3	fixed	0
DMW1		2' 10"	6' 9"	-	single door	2x4				
WMN3	8	3' 3"	3' 4"	double	casement	2x3	-	-	-	curled brass
WMW1		6' 5"	3' 5"	3	casement (1 fixed)	2x4	-	-	-	straight brass
WMW2	10	6' 6"	3' 5"	3	casement (1 fixed)	3x4	-	-	-	curled brass
WMW3		5' 10"	4' 1"	3	casement (1 fixed)	2x4	-	-	-	straight brass
WME3	11	5' 10"	4' 1"	3	casement (1 fixed)	2x4	-	-	-	straight brass
DME1	11	2' 7"	6' 8"	(small light)	single solid door	-				
WME4		5' 6"	3' 5"	3	casement (1 fixed)	2x3	-	-	-	curled brass
WMN4		4' 3"	2' 11"	2	casement	3x3	-	-	-	curled brass
WMN5	21, Fig 2	3' 5"	5' 0"	double	casement	2x3	1	8x3	openable	curled brass
DMN2	21, Fig 2	4' 6"	7' 6"	-	French doors	2x4				stepped at handle
WMN6	21, Fig 2	3' 5"	5' 0"	double	casement	2x3	1	3x3	openable	curled brass
DMN3	2	3'	7'	-	solid panel door	-				
WMN7	2	10' 5"	6' 2"	5	casement (2 fixed)	2x4	5	3x4	fixed	straight brass

W = window D = door
M = Main Level U = Upper Level B = Basement Level R = Roof Level
N = north S = south E = east W = west

*Windows in black text denotes post-1913 windows

**Windows in green text denotes original 1913 windows in original location

***Windows in red text denotes original 1913 windows relocated

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Window/ Door Name	Report Photo No.	Width	Height	No. of windows	Type	No. panes	Transom panes	No. transom panes	Fixed/ open	Ironmon gary
UPPER FLOOR										
WUE1	Fig 2	3' 10"	4' 4"	2	casement (1 fixed)	2x3	1	10X2	fixed	straight brass
WUS1	1	8' 1"	4' 5"	4	casement	3x3	2	10X2	fixed	chrome
WUS2	2	1' 10"	2' 5"	1	pivot	3x3	-	-	-	chrome
WUS3	118, 2	3' 11"	4' 5"	2	casement	3x3	1	10X2	openable	curled brass
WUS4	2	3' 11"	4' 5"	2	casement	3x3	1	10X2	openable	curled brass
DUS1	7, Fig 2	7' 7"	6' 10"	-	French double doors	2x4	-	-	fixed "door" in centre	-
WUS5	13	1' 11"	2' 4"	1	casement	3X2	-	-	-	curled brass
WUS6	13	5' 4"	5' 0"	3	casement (1 fixed)	2x3	1	13X3	fixed	curled brass
WUE2		2' 0"	4' 11"	1	casement	2x4	-	-	-	straight brass
WUS7		10' 6"	4' 4"	5	casement (2 fixed)	2x3	5	4X2	fixed	straight brass
WUW1	8	1' 11"	0' 10"	1	Fixed (HL)	4x2	-	-	-	0
WUN1		2' 0"	3' 11"	1	casement	2x3	-	-	-	straight brass
WUN2		3' 6"	1' 8"	1	pivot (HL)	8x3	-	-	-	curled chrome
WUN3		1' 7"	2' 8"	1	pivot	2x3	-	-	-	curled chrome
WUN4	8	3' 11"	4' 5"	2	casement	3x3	1	10X2	openable	curled brass
WUW2	8, 10	1' 10"	2' 11"	1	casement	3x3	-	-	-	straight brass
WUW3	8, 10	2' 4"	2' 8"	1	pivot	4x3	-	-	-	curled chrome
WUW4	10	4' 0"	4' 11"	2	casement	3X6	-	-	-	straight brass
WUW5	10	4' 0"	4' 11"	2	casement	3X6	-	-	-	straight brass
WUN5		3' 11"	6' 2"	2	casement	3x4	2	3x3	fixed	curled brass
WUN6	11	3' 11"	6' 2"	2	casement	3x4	2	3x3	fixed	curled brass
WUE3	11	4' 0"	4' 11"	2	casement	3X6	-	-	-	straight brass
WUE4	11	4' 0"	4' 11"	2	casement	3X6	-	-	-	straight brass
WUE5	11	1' 11"	4' 5"	1	casement	3x3	1	4X2	fixed	curled brass
WUN7	31	6' 6"	5' 6"	3	casement (1 fixed) stained	3x6	3	3x2	fixed stained	curled brass
WUN8b	2, Fig 2	3' 4"	4' 5"	1	casement	3x3	1	8x2	fixed	curled chrome
WUN8a	2, Fig 2	4' 8"	4' 5"	double	casement	4x3	1	-	-	curled chrome
WUN8a	2, Fig 2	4' 8"	4' 5"	double	casement	4x3	1	-	-	curled chrome
WUN9	2	3' 7"	3' 5"	2	casement	2x3	-	-	-	curled brass
WUN10	2	2' 0"	2' 6"	1	pivot	3x3	-	-	-	curled chrome
WUN11		3' 10"	2' 11"	2	casement (1 fixed)	3x3	1	3x3	fixed	straight brass
BASEMENT										
WBS1		10' 7"	4' 1"	5	casement (2 fixed)	2x4	-	-	-	straight brass
WBS2		10' 7"	4' 3"	5	casement (2 fixed)	2x4	-	-	-	straight brass
ROOF LEVEL										
WRS1	1	4' 0"	2' 6"	2	casement	2X2	-	-	-	straight brass
WRS2	13	4' 0"	2' 6"	2	casement	2X2	-	-	-	straight brass
WRN1		4' 0"	2' 6"	2	casement	2X2	-	-	-	straight brass

Table 2: Window Schedule

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EXTERIOR ARCHITECTURAL ELEMENTS



Photo 10: Northern annex, west façade

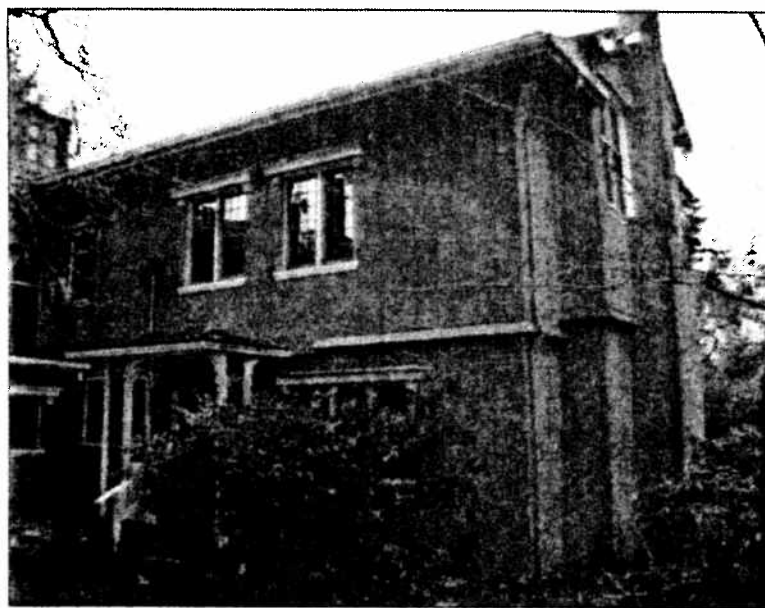


Photo 11: View from north-east of northern annex

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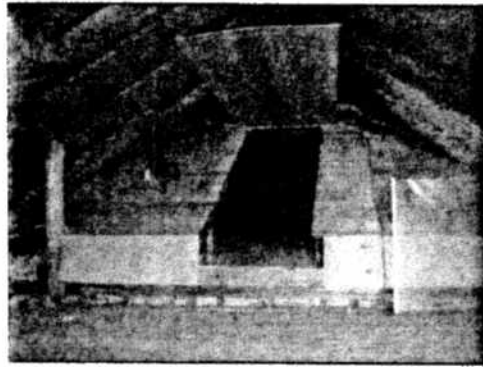


Photo 12: Interior roof space showing original hipped roof



Photo 13: Differing eave heights with shed dormer above

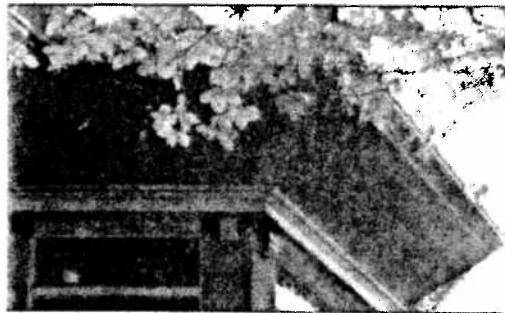


Photo 14: Scalloped coving on original section and northern annex

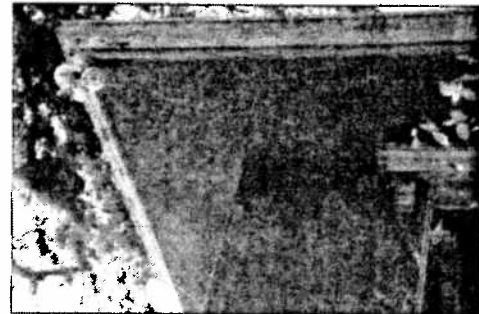


Photo 15: Horizontal coving on 1957 additions



Photo 16: Original chimney with corbelled brick

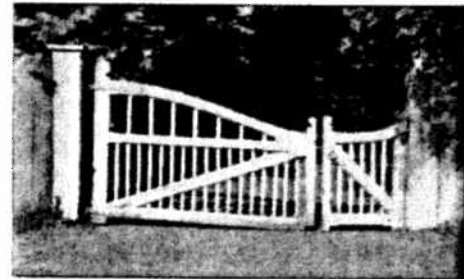


Photo 17: Original gate on Larch Street to be reused

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Photo 18: Original casement window with flat lintels over



Photo 19: Window from 1957 addition. Note adjacent brickwork and modillion

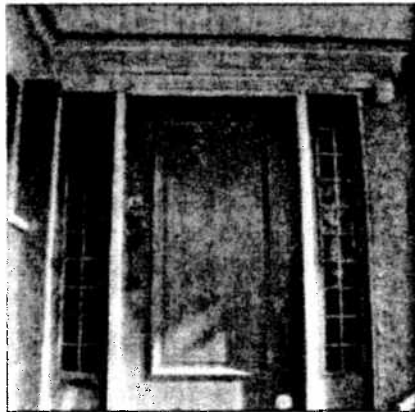


Photo 20: Original front door moved to south side

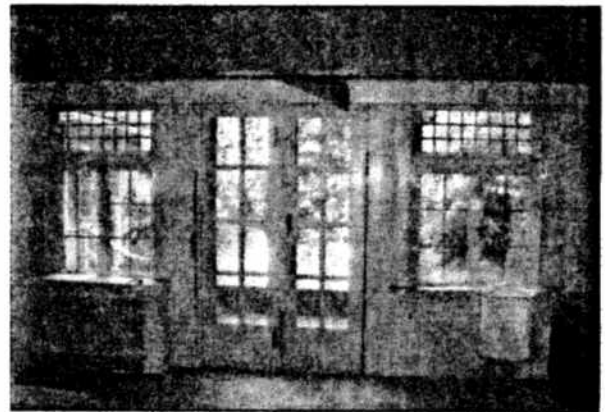


Photo 21: French door in original bay on north side. Flanking windows reused when bay removed

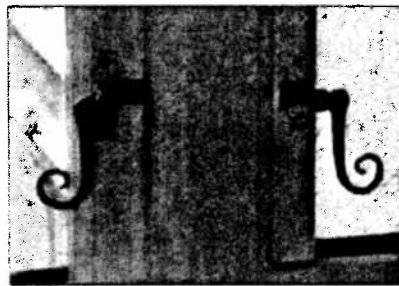


Photo 22: Original curled brass ironmongery



Photo 23: Later straight brass ironmongery



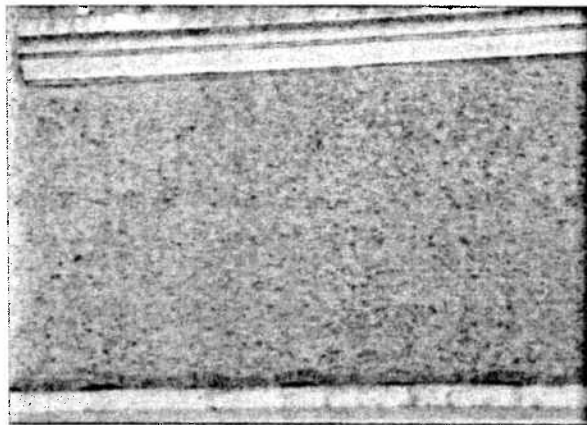
Photo 24: Original chrome curled ironmongery found in bathrooms

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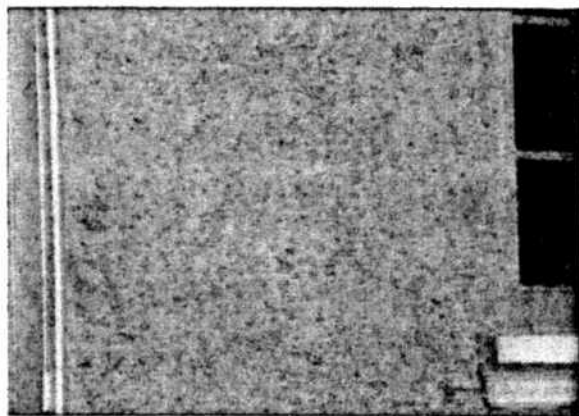
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STUCCO



Example of original roughcast stucco composed of a drier mix and rounder aggregate



Example of 1957 roughcast stucco composed of a wetter mix, giving a dragged appearance and angular aggregate



Section of original stucco to be preserved in situ as an archival record, south elevation between WUS3 and WUS4

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CONDITION



Photo 25: Poorly-maintained downspout where junction has been broken

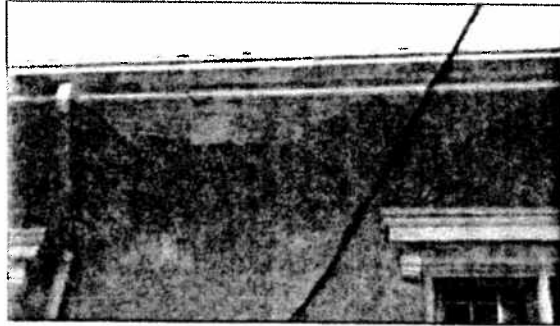


Photo 26: Leaking gutter has resulted in failure of stucco coving

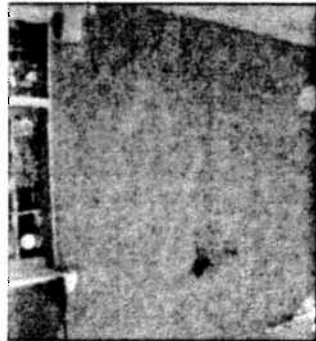


Photo 27: Patched cracked stucco, cracking pattern matches wall framing

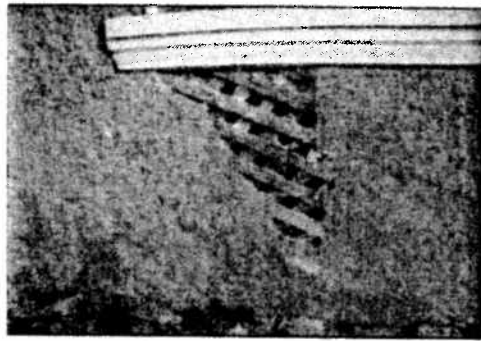


Photo 28: Failed stucco below window sill exposing laths beneath



Photo 29: Desiccated windows requiring maintenance

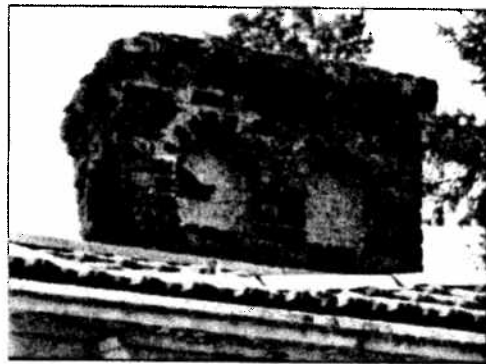


Photo 30: Brick corbeling on original chimney previously repaired. Failure of stucco as a result of moisture saturation

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INTERIOR ARCHITECTURAL ELEMENTS



Photo 31: Staircase stained glass casement window, north elevation



Photo 32: Principal staircase



Photo 33: Inglenook fireplace



Photo 34: Detail of tile surround

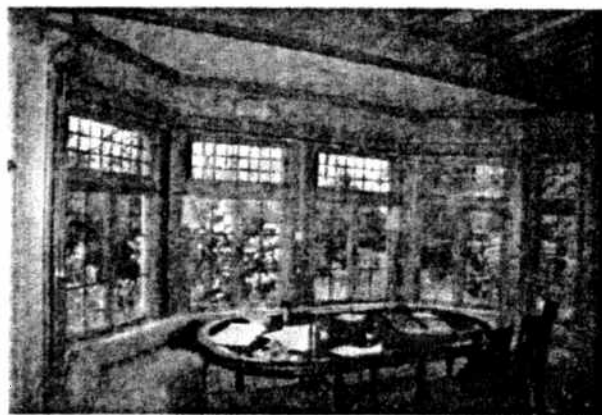


Photo 35: Interior view of southern bay, note damage on ceiling and coving from moisture saturation

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5. MAINTENANCE PLAN

5.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2004). As defined by the Standards and Guidelines, maintenance is defined as:

Routine, cyclical, non-destructive actions necessary to slow the deterioration of a historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair and refinishing operations; replacement of damaged or deteriorated materials that are impractical to save.

The assumption that newly renovated buildings become immune to deterioration with less need for maintenance is a falsehood. Rather, it is a fact that recently renovated buildings require heightened vigilance to spot errors in construction where previously problems had not occurred, and where deterioration may gain a foothold.

Routine maintenance keeps water out of the building, which is the single most damaging element to a heritage building. Maintenance also prevents damage by sun, wind, snow, frost and all weather; prevents damage by insects and vermin; and aids in protecting all parts of the building against deterioration. The effort and expense expended on an aggressive maintenance will not only lead to a higher degree of preservation but will over time potentially save large amounts of money otherwise required for later repairs.

5.1.1 Permitting

Repair activities, such as simple in-kind repair of materials, or repainting in the same colour, should be exempt from requiring city permits. As this site will be a legally protected heritage site, other more intensive activities will require the issuance of a Heritage Alteration Permit.

5.1.2 Cleaning - Routine, Cyclical, Non-destructive

Following the *Standards and Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle which recommends 'using the gentlest means possible'. Any cleaning procedures should be undertaken on a routine basis, and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior materials including walls and windows. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High pressure washing or sandblasting, must not be used under any circumstances.

5.1.3 Repairs and Replacement of Deteriorated Materials

Interventions such as repairs and replacements must conform with the *Standards and Guidelines for the Conservation of Historic Places in Canada*. The building's *character-defining elements* – characteristics of the building which contribute to its heritage value such as materials, form, configuration, etc - must be conserved, referencing the following principals to guide interventions:

An approach of minimal intervention must be adopted - where intervention is carried-out it will be by the least intrusive and most gentle means possible.

- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

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5.1.4 Inspections

Inspections are a key element in the maintenance plan. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior – including basement and attic - and site conditions. From this inspection, notes should be compiled with photographs and observations in order to monitor the rate of decay and record when work was carried out and by whom. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot.

An appropriate schedule for regular, periodic inspections would be twice a year, preferably during Spring and Fall. The Spring inspection should be more rigorous since in Spring moisture-related deterioration is most visible, and because needed work, such as painting, can be completed during the good weather in Summer. The Fall inspection should focus on seasonal issues such as weather-sealant and drainage issues. Comprehensive inspections should occur at five-year periods comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

5.1.5 Maintenance of Exteriors - Keeping the Water Out

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings. Water supports biological decay such as rot, fungus, moss, lichen, termites, powder post beetle, and other insects. Keeping a building dry is the single best method of combating biological decay.

The most common place for water to enter a building is through the roof and/or the guttering and downspout systems. An apparent minor roof leak or clogged gutter leak that is ignored can introduce enough moisture to support biological decay on a scale necessitating removal of walls and floors and replacement of structural systems and services. Keeping roofs repaired or renewed, and gutters frequently cleaned, is a more cost-effective option.

Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water infiltration problem elsewhere and should be fixed immediately.

5.2 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to 2537 West 49th Avenue, such as water/moisture penetration; material deterioration; structural deterioration; and site issues.

5.2.1 Site Inspection

Is the lot well drained?

Do landscape features need pruning? Are they interfering with drainage?

5.2.2 Exterior Inspection

New Foundations

Moisture: Is rising damp present?

Does water drain away from foundation? Puddles?

Is the moisture problem general or local?

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Is spalling evident from freezing? (Flakes or powder?)
 Is efflorescence evident?
 Are there shrinkage cracks in the foundation?
 Are there movement cracks in the foundation?
 Is crack monitoring required?
 Is there uneven foundation settlement evident?

Condition of Exterior Stucco

Surface finish shows: blistering, cracking, darkening. Cause?

Windows

Is there glass cracked or missing?
 Is all lead came in good condition?
 Is there condensation or water damage to the paint and wood?
 Do the casement windows swing freely?
 Is the frame free from distortion?
 Is the end grain properly sealed?
 Do sills show weathering or deterioration?
 Are drip mouldings/flashing above the windows properly shedding water?
 Is the caulking between the frame and the cladding in good condition?

Doors

Do the doors create a good seal when closed?
 Are door frames wicking up water? Where? Why?
 Are door frames caulked at the cladding? Is the caulking in good condition?
 What is the condition of the door sills?

Gutters and Downspouts

Are downspouts leaking? Clogged? Are there holes or corrosion that directs water towards the structure?
 Are downspouts complete without any missing sections? Are they securely attached?
 Is the water being effectively carried away from the downspout by a perimeter drainage system?
 Do downspouts drain completely away?

Roof

Are there water blockage points?
 Is there evidence of biological attack? (Fungus, moss, birds, insects)
 Are flashings well seated, especially at the chimney?
 Does the coving show any signs of water damage? Insect or bird infestation?
 Is any of the roof covering missing or damaged?
 Are flashings well positioned and sealed?

5.2.3 Interior Inspection

New Basement

Are there signs of moisture damage to the walls? Is masonry cracked, discoloured, spalling? Is wood cracked, peeling or rotting? Does it appear wet when surroundings are dry?
 Are there signs of flooding, or leaks from the floor above? Is the floor damp?
 Are walls even or buckling or cracked? Is the floor cracked or heaved?
 Are there signs of insect or rodent infestation?

Living Spaces

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Materials: plaster, wood, metal, masonry – are they sound, or uneven, cracked, out of plumb or alignment; are there signs of settlement, old, or recent (bulging walls, long cracks, etc)?

Finishes: paints, stains, etc. – are they dirty, peeling, stained, cracked?

Are there any signs of water leakage or moisture damage? (Mould? Water-stains?)

Concealed Spaces e.g. roof space

Is light visible through walls, to the outside or to another space?

Do pipes or exhausts passing through concealed spaces leak?

Are wooden elements soft, damp, cracked? Is metal rusted? Is paint peeling or failed?

Infestations - are there signs of birds, bats, insects, rodents, past or present?

5.3 MAINTENANCE PROGRAMME

The following programme is proposed as a framework:

Quarterly

Check roofs inside and outside including gutters, downspouts, etc.

Semi-annually

Semi-annual inspection with special focus on seasonal issues

Thorough cleaning of gutters and downspouts to cope with Winter rains and Summer storms

Check condition of weather sealants (Fall)

Clean the exterior using a soft bristle broom/brush and hose-pressure washing

Annually (Spring)

Touch up worn paint on the building's exterior

Inspect stucco for cracks, deterioration, loss

Inspect windows for paint and glazing compound failure, wood decay and proper operation

Clean out of all perimeter drains and rainwater systems

Check for plant, insect or animal infestation

Routine cleaning, as required

Five-Year Cycle

A full inspection report should be undertaken every five years comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities.

Repaint as required, every five to fifteen years

Ten-Year Cycle

Check condition of roof ten years after last replacement

Twenty-Year Cycle

Confirm condition of roof and estimate effective lifespan. Replace when required.

Storm Inspections (As required)

After any significant storm, inspect for any damage. Gutters and roofs should be checked and cleaned.

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APPENDIX I: RESEARCH SOURCES

CIVIC ADDRESS: 2537 West 49th Ave

LEGAL DESCRIPTION: Lot 2, Sub 2, Blk 1, DL 526

OTHER ADDRESSES: Magee Station (1914); 49th Corner Larch (Point Grey) (1915)

ORIGINAL OWNER: Henry Athelstan Stone and Beatrice Hetty Stone
SOURCE: Directories

CONSTRUCTION DATE: 1913
SOURCE: Building permit, water application

ARCHITECT: R McKay Fripp
SOURCE: Building permit

REFERENCES

- Corporation of Point Grey Building Permit: No. 545, February 4, 1913
- City of Vancouver Application for Building Permit: July 22, 1941
- City of Vancouver Building Permit: No. 2650, May 1, 1957
- Corporation of Point Grey Water Application: No. 1276, July 11, 1913

Directories:

1914-1924 Stone, Henry Athelstan (1861-1943) Wife Beatrice Hetty (1863-1933)

1925-1934 Birks, George Arnold (?DOB, DOD) (sec tres Birks Crawford & Lindsay).
 Wife Olga Stanley (née Crawford) (1891-1982). Married 1913
 (also Birks, Betty at same address)

1935 Vacant

1936 Beeching, Charles George (1890-1974). Wife Kathleen (1895-1970)

1937-1939 Ramsay, William M. (br sec Confed Life Association, 718 Granville St). Wife Patricia.

1940 Vacant

1941 Killam, Lawrence H (clerk BC Pulp & Paper). Wife Evelyn

Vital Events:

Henry Athelstan Stone (1861-1943), Death Certificate, Reg. No: 1943-09-626849

Beatrice Hetty Stone (1863-1933), Death Certificate, Reg. No: 1943-09-626849

William R Matthews and Frances M Stone, Marriage Certificate (1911) Reg No. 1911-09-065834

Allan S Gentles and Elsie Victoria Stone, Marriage Certificate (1917) Reg No. 1917-09-086292

George Arnold Birks and Olga Stanley Crawford, Marriage Registration (1913), Reg. No: 1913-09-071523

Olga Stanley Birks (1891-1982), Death Certificate, Reg. No. 1982-09-008869

Lawrence Killam Sr (1883-1975), Death Certificate, Reg. No. 1975-09-013806

Edith Humphrey Killam (1882-1962), Death Certificate, Reg. No. 1962-09-013266

Charles Beeching (1890-1974), Death Certificate, Reg. No. 1974-09-016712

Kathleen Bertha Beeching (1895-1970), Death Certificate, Reg. No. 1970-09-010856

OTHER REFERENCES

The Vancouver Daily Province, August, 1, 1931, "H.A. Stone Chosen for "Good Citizenship" Medal."

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The Vancouver Daily Province, August. 16, 1933, "Mrs. H.A. Stone is Called by Death."
 The Vancouver Daily Province, June 28, 1943, "Henry A. Stone, Art Gallery's Founder, 'Good Citizen,' Dies."
 Hobbins, A.J. "Dear Rufus..." A Law Student's Life at McGill in the Roaring Twenties from the Letters of J.P. Humphrey," *McGill Law Journal* (1999): 769.
 Damer, Eric. *Discovery by Design: The Origins and History of the Department of Mechanical Engineering of the University of British Columbia*. Vancouver: Ronsdale Press, 2002.
 Scholefield, E.O.S. and Frederick William Howay. *British Columbia from the Earliest Times to the Present*. Vol. III Vancouver, Chicago: The S.J. Clarke Publishing Company, 1914 pp.67-68.

PHOTOS

Killam Family

COMMENTS

Henry Athelstan Stone, Manager Gault Bros, Wholesale Dry Goods Manufacturers & Importers Men's Furnishings, 361 Water St. Helped found the Vancouver Art Gallery. Awarded "Good Citizenship" medal 1931.

BIOGRAPHICAL INFORMATION

Luxton, Donald (ed), *Building the West: Early Architects of British Columbia*. Vancouver, British Columbia: Talon Books, 2003.

CONSERVATION AND MAINTENANCE INFORMATION

Fram, Mark, *Well Preserved: The Ontario Heritage Foundation's Manual of Principles and Practice for Architectural Conservation, 3rd Edition*. Erin, Ontario: Boston Mills Press, 2003.

A Local Guide to Preservation. Historic Preservation Studio, University of Pennsylvania, 2003.

Standards and Guidelines for the Conservation of Historic Places in Canada, Parks Canada, 2004.

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APPENDIX II: SUGGESTED SPECIFICATIONS

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Part 1 General**1.1 SECTION INCLUDES**

- .1 Definitions.
- .2 Historic significance.
- .3 Restoration procedures.
- .4 Historic artifacts.
- .5 Salvaged materials.
- .6 Alterations.

1.2 RELATED SECTIONS

- .1 Refer to Heritage Conservation Report by Donald Luxton & Associates.

1.3 DEFINITIONS

- .1 Match Existing: Provide new materials to match the existing in place material, in all aspects as closely as possible. Existing materials are those which are visible in whole or in part in the facility.
- .2 Match Original: Provide new materials to match the original material in all aspects as closely as possible. Original materials are those which were originally installed in the building at the time of its completion, prior to previous alterations and which may predate existing materials.
- .3 Preservation: "The action or process of protecting, maintaining and/or stabilising the existing materials, form and integrity of an historic place, or of an individual component, while protecting its heritage value", Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* (2004).
- .4 Reconstruction: The act or process of reproducing, by means of new construction, the form, features and detailing of a non-surviving building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.
- .5 Restoration: "The action or process of accurately revealing, recovering or representing the state of an historic place, or of an individual component, as it appeared at a particular period in its history, while protecting the heritage value", Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* (2004). This may be carried out by means of the selective removal of features from other periods in its history and reconstruction of missing features from the restoration period.

1.4 QUALITY ASSURANCE

- .1 Historic Significance:

2537 West 49th St, Vancouver

Section 01 15 10 (01310)
RESTORATION PROJECT PROCEDURES
Page 2

- .1 Due to its unique historical significance, special procedures and precautions must be used in selective demolition and restoration.
- .2 The building is to be restored to its original 1913 appearance.
- .2 Restoration Procedures:
 - .1 Protect existing retained material from all adjacent works, passing traffic or any other action that may damage the materials.
 - .2 Preserve existing and original materials, finishes and profiles.
 - .3 Blend new and existing or original work to provide smooth transitions and uniform appearance.
 - .4 Cease work, notify Architect and await instructions if materials or conditions encountered at the site are not as indicated by the Contract Documents or if structure is in danger of movement or collapse.
- .3 Historic Artifacts: If artifacts of a historic nature are encountered during the Work:
 - .1 Cease work in the affected area immediately.
 - .2 Protect artifacts from damage.
 - .3 Notify Owner and Architect and await instructions.
 - .4 Salvage or dispose of artifacts as directed by the Owner or Architect.
- .4 Salvaged Materials:
 - .1 The following is to be salvaged from the structure by the Contractor and are stored at the project site for the purposes of re-using in repairs:
 - .1 Windows and trim
 - .2 Front door and surround
- .5 All work to be performed in accordance with the *Standards & Guidelines for the Conservation of Historic Places in Canada*, (2004) Department of Canadian Heritage.

Products**1.5 MATERIALS**

- .1 New Materials:
 - .1 Provide new materials to match existing or original adjacent materials or original materials, repairs and reconstructions where suitable salvaged materials do not exist, are insufficient in quantity, or where reuse is not permitted.
 - .2 Retain recorded samples of existing and original materials on site for comparison purposes.
 - .3 Match existing or original materials in material, type, size, quality, colour, finish and other attributes.
- .2 Reused Materials:
 - .1 Clean and prepare salvaged materials for reuse.
 - .2 Do not use materials with objectionable chips, cracks, splits, dents, scratches, or other defects.
 - .3 Repair operable items to function properly.

2537 West 49th St, VancouverSection 01 15 10 (01310)
RESTORATION PROJECT PROCEDURES
Page 3**Part 2 Execution****2.1 PREPARATION**

- .1 Test materials to be used in repairs for compatibility with existing or original materials; do not use incompatible materials.
- .2 Cut, move or remove items to provide access for alterations and restoration work. Replace and restore upon completion.
- .3 Protect existing and original materials and surfaces from damage by all operations.

2.2 ALTERATIONS

- .1 Coordinate alterations and renovations to expedite completion.
- .2 Minimize damage to existing and original materials and surfaces; provide means for restoring products and finishes to their original or specified new condition.
- .3 Remove unsuitable materials not marked for salvage.
- .4 Remove debris and abandoned items from areas of work and from concealed spaces.
- .5 Refinish visible surfaces to specified condition, with neat transition to adjacent surfaces.
- .6 Install products and finish surfaces as specified in individual sections, or where no specification section exists, to match original.
- .7 Finish patches to provide uniform colour and texture over entire surface, with repairs not discernible from normal viewing distance. If finish cannot be matched, notify Architect prior to refinishing entire surface to nearest intersections.
- .8 Rework finished surfaces to smooth plane, without breaks, steps or bulkheads:
 - .1 Where new work abuts or aligns with existing, provide smooth and even transition.
 - .2 Where a change in plane of 6 mm (1/4 inch) or more occurs, submit recommendation to Architect for transition.
- .9 Where alterations expose mechanical and electrical components which were previously concealed, rework to be concealed in completed work.

END OF SECTION

2537 West 49th St, VancouverSection 02 41 19
SELECTIVE DEMOLITION
Page 1**Part 1 General****1.1 SECTION INCLUDES**

- .1 Alteration project procedures.
- .2 Removal of designated building equipment and fixtures.
- .3 Removal of designated construction.
- .4 Disposal of materials.
- .5 Storage of removed materials.
- .6 Identification of utilities.
- .7 Refer to items [scheduled at end of section.] [as indicated.]

1.2 RELATED SECTIONS

- .1 Section 01 15 10 (01310) - Restoration Project Procedures.
- .2 Refer to Heritage Conservation Report by Donald Luxton & Associates.

1.3 ALTERATION PROJECT PROCEDURES

- .1 Materials: As specified; match existing materials and work for patching and extending work.
- .2 Employ skilled and experienced installer to perform alteration work.
- .3 Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- .4 Remove, cut and patch work in a manner to minimize damage to adjacent sections of the building and to provide means of restoring Products and finishes to specified condition.
- .5 Where new work abuts or aligns with existing, provide a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.
- .6 When a smooth transition between finished surfaces and new work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect for review.
- .7 Where a change of plane of six (6) mm, ¼ inch or more occurs, submit recommendation for providing a smooth transition; to Architect for review.]
- .8 Patch or replace portions of existing surfaces which are damaged, lifted, discoloured, or showing other imperfections.
- .9 Finish surfaces as specified in individual sections.

2537 West 49th St, VancouverSection 02 41 19
SELECTIVE DEMOLITION
Page 2**1.4 SUBMITTALS FOR REVIEW**

- .1 Section XXX : Procedures for submittals.
- .2 Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of temporary work.

1.5 SUBMITTALS FOR CLOSEOUT

- .1 Project Record Documents: Accurately record actual locations of capped utilities and subsurface obstructions.

1.6 REGULATORY REQUIREMENTS

- .1 Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection. City of Vancouver Building By-Law 8057 (1999).
- .2 Obtain required permits from authorities.
- .3 Do not close or obstruct egress width to any building or site exit.
- .4 Do not disable or disrupt building fire or life safety systems without three (3) days prior written notice to Owner.
- .5 Conform to procedures applicable when hazardous or contaminated materials are discovered.

1.7 SEQUENCING

- .1 Section XXX : Work sequence.

1.8 SCHEDULING

- .1 Section XXX : Work schedule.

1.9 PROJECT CONDITIONS

- .1 Conduct demolition to minimize interference with attached building.
- .2 Cease operations immediately if structure appears to be in danger and notify Consultant. Do not resume operations until directed.

1.10 QUALITY ASSURANCE

- .1 All work to be performed in accordance with the *Standards & Guidelines for the Conservation of Historic Places in Canada*, (2004) Department of Canadian Heritage.

Part 2 Execution**2.1 PREPARATION**

- .1 Provide, erect and maintain temporary barriers or partitions at locations indicated.

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SELECTIVE DEMOLITION
Page 3

- .2 Erect and maintain weatherproof closures for exterior openings.
- .3 Erect and maintain temporary partitions to prevent spread of dust, odours and noise.
- .4 Protect existing materials and structure which are not to be demolished.
- .5 Prevent movement of structure; provide bracing and shoring.
- .6 Notify affected utility companies before starting work and comply with their requirements.
- .7 Mark location and termination of utilities.
- .8 Provide appropriate temporary signage including signage for exit or building egress.

2.2 DEMOLITION

- .1 Disconnect, remove or cap and identify designated utilities within demolition areas.
- .2 Remove and label all items for salvage and reuse.
- .3 Demolish in an orderly and careful manner. Protect existing supporting structural members and adjacent building to remain.
- .4 Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- .5 Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- .6 Remove temporary Work.

2.3 SCHEDULES

- .1 Remove the following equipment and materials for the Owner's retention.
 - .1 Windows, frames and trim.
 - .2 Doors, frames and trim.
- .2 Owner will remove and keep the following material and equipment:
 - .1 XXX

2.4 CLEAN-UP

- .1 The assigned work areas must be regularly cleaned of accumulated waste materials, refuse and garbage. Leave the assigned work areas and surrounding areas clean and in the same state as at the commencement of work and to the satisfaction of the Owner.
- .2 All debris resulting from the work on this contract will be removed from the site at completion of the Work paying particular attention to protected water sources.

END OF SECTION

- Part 1 General**
- 1.1 SUMMARY**
- 1.2 SECTION INCLUDES**
- .1 All labour, materials, tools and other equipment, services and supervision required to complete:
- .1 Consolidation of existing exterior finish carpentry components.
- .2 Epoxy patching of existing exterior finish carpentry components.
- .3 Replacement of damaged and missing exterior finish carpentry components.
- 1.3 RELATED SECTIONS**
- .1 Refer to Heritage Conservation Report by Donald Luxton & Associates.
- .2 Section 01 15 10 - Restoration Project Procedures.
- .3 Section XXX - Painting.
- .4 Section XXX - Lead Hazards.
- 1.4 REFERENCES**
- .1 ALSC (American Lumber Standards Committee) - Grading Rules.
- .2 AWI/AWMAC (Architectural Woodwork Institute) - Quality Standards.
- .3 NIST (National Institute of Standards and Technology) PS 20 - American Softwood Lumber Standard.
- 1.5 SUBMITTALS**
- .1 Samples: Submit two samples 12 inch in size illustrating each trim profile.
- .2 Qualification Statement: Installer qualifications, including previous projects.
- 1.6 QUALITY ASSURANCE**
- .1 Installer Qualifications:
- .1 Minimum three (3) years experience in work of this Section.
- .2 Successful completion of at least three (3) projects of similar scope and complexity within past five (5) years.
- .2 Standards & Guidelines for the Conservation of Historic Places in Canada, Department of Canadian Heritage (2004).
- 1.7 MOCK-UP**
- .1 Provide mock-ups of following components:

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FINISH CARPENTRY RESTORATION
Page 2

- .1 Window trim including lintel, bracket and sill.
- .2 Lattice post.
- .2 Include associated attachments, joints and junctions and terminating items.
- .3 Locate where directed.

Part 2 Products**2.1 MANUFACTURERS**

- .1 Acceptable Manufacturers – Consolidant and Patching Compound:
 - .1 Abatron, Inc.
 - .2 Substitutions: Refer to Section XXX.

2.2 MATERIALS

- .1 Lumber: Use salvaged existing wood where possible for patching holes and replacing deteriorated components. Do not reuse rotted, split, termite damaged or otherwise damaged pieces.
- .2 Provide new materials to match existing. Timber should be air-dried.

2.3 ACCESSORIES

- .1 Consolidant: Low viscosity penetrating consolidant, 8 hour minimum cure time; LiquidWood by Abatron, Inc.
- .2 Patching Compound: Epoxy based, multiple component; WoodEpoxy by Abatron, Inc.
- .3 Fasteners: Type and size as required by conditions of use; plain steel for interior use; hot dip galvanized steel for exterior use.

2.4 FABRICATION

- .1 Quality: AW/AWMAC Custom Quality Grade.
- .2 Fabricate new wood components with profiles and dimensions to match existing.

Part 3 Execution**3.1 PREPARATION**

- .1 Prior to installation, condition existing and repair wood to average humidity that will prevail after installation.
- .2 Back prime exterior wood and wood in contact with masonry or cementitious materials prior to installation.

3.2 CONSOLIDATION OF EXISTING WOOD

- .1 Remove paint to Section XXX. If paint is lead based, comply with all local regulations for its removal.
- .2 Surfaces for consolidation to be stripped, cleaned and dried by washing, degreasing, scraping or sanding.
- .3 Apply consolidant to manufacturer's instructions.
- .4 Completely saturate damaged wood with consolidant; allow to cure 8 hours minimum.
- .5 Apply to end grain where exposed. Prevent leakage with wax or clay plugs. Clean leakage before it cures.
- .6 Apply second coat if first coat does not completely saturate and harden wood.

3.3 EPOXY REPAIR OF EXISTING WOOD

- .1 Mix and apply epoxy to manufacturer's instructions.
- .2 Apply epoxy putty to fill voids after consolidant has cured.
- .3 Embed wood in centre of large patches to reduce amount of filler.
- .4 After filler has cured, sand, chisel or plane off to smooth surface, flush with adjacent surfaces.

3.4 REPLACEMENT OF EXISTING WOOD

- .1 Standard of decayed wood for replacement to be agreed by Architect.
- .2 Remove existing damaged and deteriorated wood by removing to sound wood with a chisel and square off the cut, all in manner to minimize damage to adjacent surfaces.
- .3 Fit new components to original profiles and lines. Remove paint of adjacent existing timber to ensure correct profile.
- .4 Feather new materials into existing.
- .5 Secure at maximum <[312 inches on centre. Use nailing to match existing.
- .6 Mitre corners.
- .7 Scribe to adjacent construction with maximum 1/8 inch gaps.
- .8 Sand cut ends and edges smooth.

END OF SECTION

Part 1 General**1.1 SECTION INCLUDES**

- .1 All labour, materials, tools and other equipment, services and supervision required to complete:
 - .1 The overall restoration of existing wooden windows and related wood trim.
 - .2 All labour, materials, tools and other equipment, services and supervision required to complete the repair of leaded glazing:
 - .1 removal of oxidation from came
 - .2 re-leading of the window
 - .3 resoldering of broken joints
 - .4 re-puttying of the window
 - .5 repair and replacement of damaged and missing glass
 - .3 Restoration of existing hardware and replacement of damaged and missing hardware.

1.2 RELATED SECTIONS

- .1 Refer to Heritage Conservation Report by Donald Luxton & Associates.
- .2 Section 01 15 10 (01310) - Restoration Project Procedures.
- .3 Section 06 03 10 (06915) - Finish Carpentry Restoration.
- .4 Section XXX - Restoration Painting.

1.3 REFERENCES

- .1 City of Vancouver Building By-Law 8057 (1999).

1.4 REGULATIONS

- .1 Comply with City of Vancouver Building By-Law 8057 (1999), the Workers' Compensation Board and any other authority having jurisdiction.

1.5 DEFINITIONS

- .1 Severe Deterioration: Deteriorated of the whole or part of an element to include voids and where the structural integrity of the element or the assembly in which the element is located is jeopardized.
- .2 Moderate Deterioration: Deterioration of the whole or part of an element to include voids and where the element is punctured under moderate pressure from a screwdriver, but where the structural integrity of the element or the assembly in which the element is located is not jeopardized.
- .3 Minor Deterioration: Deterioration of the whole or part of an element to the point where it feels soft but is not punctured under light pressure from a screwdriver, and voids do not exist.

1.6 SUBMITTALS

- .1 Shop Drawings:
 - .1 Include locations, dimensions, profiles, relationship to adjacent construction, hardware, weatherstripping and attachments.
 - .2 Illustrate weatherstripping in relationship to each frame and sash profile.
- .2 Samples: 150 mm long samples of each weatherstripping profile and moulded profile.
- .3 Samples: Submit two (2) samples of repaired leaded glazing.
- .4 Qualification Statement: Restorer qualifications, including previous projects.

1.7 QUALITY ASSURANCE

- .1 Restorer Qualifications:
 - .1 Minimum three (3) years experience in work of this Section.
 - .2 Successful completion of at least three (3) projects of similar scope and complexity within past five (5) years.
- .2 All work to be performed in accordance with the *Standards & Guidelines for the Conservation of Historic Places in Canada*, (2004) Department of Canadian Heritage.

1.8 MOCK-UP

- .1 Size: One typical window.
- .2 Include epoxy repair, replacement in timber, any new mouldings, repaired leaded glass and hardware.
- .3 Locate where directed.

1.9 EXISTING CONDITIONS

- .1 Report to the Construction Manager any existing window units that appear to have been damaged or otherwise weakened in the course of restoration operations.

1.10 DELIVERY, STORAGE, AND PROTECTION

- .1 Comply with instructions for storage and handling of all windows and components.

Part 2 Products**2.1 MATERIALS**

- .1 Weatherstripping: XXX
- .2 Lead Came: flat profile to match existing.
- .3 Glazing Compound: Modified oil type, non hardening, knife grade consistency, colour to match existing.

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WINDOW RESTORATION
Page 3

- .4 Glue: Epoxy type, ultraviolet resistant.
- .5 Wax: Microcrystalline type.
- .6 Replacement Glass: Provide salvaged historic glass from removed windows on site or provide new glass to match original in type, colour, thickness and surface texture.
- .7 Hardware: salvage from removed windows. New: material, profile and finish to match original.

Part 3 Execution**3.1 EXAMINATION**

- .1 Identify scope of works on a piece-by-piece basis with the Heritage Consultant/Architect. Note: not all minor cracking will be repaired.
- .2 Verify that openings are ready to receive work.

3.2 REPAIR AND REPLACEMENT OF WOOD

- .1 Severe Deterioration:
 - .1 Replace deteriorated wood sash and trim members with new wood as specified in Section 06 03 10 - Finish Carpentry Restoration.
 - .2 Match new wood to profile and grain of existing wood.
 - .3 New wood grain to run in same direction as existing in situ.
 - .4 Fabricate frame and window members with mortised and tenoned joints. Fit to hairline joint, glue and nail. Stapling not permitted.
 - .5 In replacing cills, remove by cutting in three and removing centre section first to allow ends to be eased out without damage to rest of frame. Replace with a minimum angle of 10 degrees away from the building.
 - .6 Install building paper to isolate new wood from existing masonry/timber.
- .2 Moderate Deterioration:
 - .1 Epoxy patch voids as specified and consolidate soft wood as specified in Section 06 03 10 - Finish Carpentry Restoration.
- .3 Minor Deterioration:
 - .1 Consolidate soft wood as specified in Section 06 03 10 - Finish Carpentry Restoration.
- .4 Missing Elements:
 - .1 Replace missing wood window and trim members with new wood as specified in Section 06 03 10 - Finish Carpentry Restoration.
 - .2 Match new wood to profile and grain of original wood.
 - .3 Fabricate frame and window members with mortised and tenoned joints. Fit to hairline joint, glue and nail. Stapling not permitted.
 - .4 Install building paper to isolate new wood from existing masonry/timber.

- .5 Reinforcing Joints:
 - .1 Reinforce joints using one or a combination of the following options, agreed on a window-by-window basis with the Architect/Heritage Consultant:
 - .1 Remove window from frame, square window, drill through the members where the mortise and tenon join and insert a hardwood dowel and glue. Repair leaded glass. Reinstall window.

3.3 IN-SITU RESTORATION OF LEADED GLASS

- .1 Repair glass containing minor cracks by edge gluing. Remove excess glue immediately.
- .2 Replace severely damaged and missing glass:
 - .1 Carefully bend up existing came to permit glass removal.
 - .2 Remove glass; replace with new to match.
 - .3 Place waterproofing cement between came and glass; remove excess cement.
 - .4 Bend came back into position; solder joints and cuts.
- .3 Repair Lead Came:
 - .1 Resolder broken joints.
 - .2 Replace damaged and missing waterproofing cement between came and glass; remove excess cement.
 - .3 Remove oxidation by lightly scraping or wire brushing without damaging lead.
 - .4 Coat lead with microcrystalline wax.
- .4 Reattach reinforcing rods to came by replacement of wire ties and resoldering as required.
- .5 Prevent damage to glass, coming and sash.

3.4 SHOP RESTORATION OF LEADED GLASS

- .1 Remove glass from openings when recaming is required, when bowing is to be removed (bows greater than 1½" [38mm]) or extensive glass replacement.
 - .1 Cut plywood to fit entirely over face of window on both sides. Butt ends and edges.
 - .2 Secure plywood to window with screws.
 - .3 Remove glazing stops.
 - .4 Carefully remove window from frame.
 - .5 Insert temporary plywood protection into existing ope.
- .2 Recaming:
 - .1 Prior to removing glass and came, produce paper rubbing of window to serve as basis for reconstruction.
 - .2 Carefully remove existing came and glass.
 - .3 Reassemble glass with new came; use rubbings as guide for reassembly.
 - .4 Place waterproofing cement between came and glass; remove excess cement.
 - .5 Where only part of glass is recamed, restore remainder of glass as specified for in-place repairs.

- .3 Removal of Bowing:
 - .1 Place glass in horizontal position on work surface; allow to stand until majority of bowing is removed by gravity.
 - .2 Reattach reinforcing rods to came by replacement of wire ties and resoldering as required.
 - .3 Replace waterproofing cement between came and glass; remove excess cement.
 - .4 Repair glass containing minor by epoxy edge gluing. Remove excess glue immediately.
 - .5 Replace severely damaged and missing glass:
 - .1 Carefully bend up existing came to permit glass removal.
 - .2 Remove glass; replace with new to match.
 - .3 Place waterproofing cement between came and glass; remove excess cement.
 - .4 Bend came back into position; solder joints and cuts.
 - .6 Prevent damage to glass and sash.
 - .7 Reinstall window as the next-to-last step, prior to the painters and other trades working on the finishes surrounding the stained glass.
- 3.5 PUTTY REPLACEMENT**
- .1 Remove existing putty in manner to prevent damage to glass and sash.
 - .2 Clean glazing rebates; remove loose and foreign materials.
 - .3 Locate and secure glass using metal glazing clips. Prevent contact of glass and sash at any point.
 - .4 Fill voids between glass and stops with oxime based (“neutral cure”) silicone.
 - .5 Slope exterior surfaces for watershed.
- 3.6 REPAIR AND REPLACEMENT OF HARDWARE**
- .1 Restore existing operable items to working condition.
 - .2 Replace damaged and missing hardware.
 - .3 Replace missing fasteners with new to match original. Tighten existing fasteners.
 - .4 Lubricate operable parts.
 - .5 Adjust for smooth operation.
- 3.7 CLEAN-UP**
- .1 The assigned work areas must be regularly cleaned of accumulated waste materials, refuse and garbage. Leave the assigned work areas and surrounding areas clean and in the same state as at the commencement of work and to the satisfaction of the Owner.

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- 2 All debris resulting from the work on this contract will be removed from the site at completion of the Work paying particular attention to protected water sources.

END OF SECTION

PRIORITY AGREEMENT**MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS**

HSBC BANK CANADA (the "Chargeholder")
holder of Mortgage No. BA565211 and Assignment of Rents No. BA565212
(collectively, the "Charge")
charging Lot 1 of Lot 2 Block 1 District Lot 526 Plan 3361,
Lot 2 of Lot 2 Block 1 District Lot 526 Plan 3361, and
Lot 20 of Lot 2 Block 1 District Lot 526 Plan 3361
(together, the "Lands")

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Section 219 Covenant, Statutory Right of Way and Equitable Charge (collectively, the "Encumbrance") which are contained in the attached agreement, and consents and agrees that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder has executed this Priority Agreement by causing its proper officers to sign the General Instrument - Part 1 attached hereto.

END OF DOCUMENT

EXPLANATION

Heritage Designation By-law re 2537 West 49th Avenue

At a public hearing on May 13, 2008, Council approved a recommendation to designate a building at 2537 West 49th Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
June 10, 2008

2537 West 49th Avenue

BY-LAW NO. _____



**A By-law to designate certain real property
as protected heritage property**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials including
The Stone Residence

2537 West 49th Avenue

Parcel Identifier: 012-986-712
Lot 1 of Lot 2
Parcel Identifier: 012-986-739
Lot 2 of Lot 2
Parcel Identifier: 012-986-925
Lot 20 of Lot 2
All of:
Block 1
District Lot 526
Plan 3361

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk