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City of Port Moody Report/Recommendation to Council

Date: October 22, 2024

Submitted by: Community Development Department - Development Planning Division

Subject: Repeal of Heritage Revitalization Agreement Bylaw – Three Readings of Repeal

Bylaw No. 3487 and Adoption of OCP Amendment Bylaw No. 3421

Purpose

To repeal Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) and adopt City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street) (File: HRA00007)

Recommended Resolution(s)

THAT the report dated October 22, 2024, from the Community Development Department – Development Planning Division regarding Repeal of Heritage Revitalization Agreement Bylaw – Three Readings of Repeal Bylaw No. 3487 and Adoption of OCP Amendment Bylaw No. 3421 be received for information;

AND THAT City of Port Moody Heritage Revitalization Agreement Bylaw Repeal Bylaw, 2024, No. 3487 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) be read a first, second, and third time;

AND THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street) be now adopted.

Background

At the Special Council meeting held on September 5, 2023, a Public Hearing was held for the proposed development, following which Council gave third reading to both the City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street), and City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) (**Attachment 1**). These bylaws seek to amend the Official Community Plan (OCP) and establish a program for the relocation and restoration of the P. Burns Building. This heritage structure, a two-storey wood-frame commercial building constructed in 1908/09, is listed on the City's Heritage Register and protected under the Heritage Conservation Area listing. The Heritage Revitalization Agreement (HRA) Bylaw

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includes development control measures typically set out in zoning regulations, as well as detailed architectural and landscape plans. These measures are designed to ensure that the development preserves the heritage values of the site while aligning with the broader urban design objectives of the community. At the Regular Council meeting held on September 26, 2023, Council adopted the HRA Bylaw (**Attachment 2**).

Discussion

Since the adoption of HRA Bylaw No. 3420 (**Attachment 3**), the applicant has proposed changes to the HRA. While the changes are minor, they do require consideration of an updated HRA. In September 2024, the applicant requested modifications to the proposed market residential unit mix, which led to minor adjustments in the Floor Area Ratio (FAR), parking stall requirements, layout, and adaptable units. Additionally, minor revisions were made to the plans annexed to the HRA Bylaw as appendices, impacting the form and character of the building. Furthermore, there has been a change in ownership of the lands referenced in the HRA Bylaw prior to the signing of the agreement. Kyle & Clarke Holdings Ltd. (K&C), originally the registered owner of a portion of the lands, has since acquired the remaining lands, becoming the sole owner of the entire subject site.

To address the changes outlined above, staff, in consultation with the legal teams of both parties, have determined that the most effective course of action is to repeal the adopted HRA Bylaw and introduce a new one. The new HRA Bylaw will align with the Official Community Plan (OCP) through OCP Amendment Bylaw No. 3421 and will incorporate the requested changes. The draft of City of Port Moody Heritage Revitalization Agreement Bylaw Repeal Bylaw, 2024, No. 3487 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) (**Attachment 4**) is provided for Council's consideration for first, second, and third readings.

Should Council choose to repeal Bylaw No. 3420 as outlined above, staff will present the repeal of the existing HRA Bylaw for adoption, along with the introduction of a new HRA Bylaw for Council's consideration for first, second, and third readings, followed by eventual adoption.

The adoption of Official Community Plan (OCP) amendment bylaw is also an outstanding item for moving forward this proposal within the new outlined framework. The City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street) (**Attachment 5**) is now before Council for adoption.

Upon Council's adoption of the Official Community Plan (OCP) as outlined above, the new Heritage Revitalization Agreement (HRA) bylaw will not require a public hearing, as the proposed development aligns with the objectives and policies of the adopted OCP, is for the purpose of permitting a residential development, and the residential component constitutes the majority of the gross floor area, thereby meeting the necessary criteria in accordance with s. 464(3) of the *Local Government Act*. To meet the provisions of s. 464(3) staff will mail a notice as required stating that a public hearing is not being held, and the date the HRA will be considered by Council.

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Other Option(s)

THAT Council not support Heritage Revitalization Agreement Bylaw Repeal Bylaw, 2024, No. 3487 and the adoption of OCP Amendment Bylaw No. 3421, and direct staff to work with the applicant on the following topics and report back to Council:

• (list of topics).

Financial Implications

There are no financial implications associated with the recommendations in this report.

Communications and Public Engagement Initiatives

There are no communications or public engagement initiatives associated with the recommendations in this report.

Council Strategic Plan Goals

The recommendations in this report align with the following Council Strategic Plan Goal(s):

- Strategic Goal 2.3 Enhance and expand parkland and open spaces; and
- Strategic Goal 3.1 Create complete and connected communities through balanced growth.

Attachment(s)

- 1. Memo considered at the September 5, 2023, Special Council meeting.
- 2. Memo considered at the September 26, 2023, Regular Council meeting.
- 3. City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420.
- 4. Draft Heritage Revitalization Agreement Bylaw Repeal Bylaw, 2024, No. 3487.
- 5. Draft OCP Amendment Bylaw No. 3421.

Report Author

Armita Afsahi

Development Planner

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Report Approval Details

| Document Title: | Repeal of HRA Bylaw – Three Readings of Repeal Bylaw No. 3487 and Adoption of OCP Amendment Bylaw No. 3421.docx |
|----------------------|---|
| Attachments: | Attachment 1 - Memo considered at the September 5, 2023, Special Council meeting.pdf Attachment 2 - Memo considered at the September 26, 2023, Regular Council meeting.pdf Attachment 3- City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420.pdf Attachment 4 - Draft Heritage Revitalization Agreement Bylaw Repeal Bylaw, 2024, No. 3487.pdf Attachment 5 - Draft OCP Amendment Bylaw No. 3421.pdf |
| Final Approval Date: | Oct 15, 2024 |

This report and all of its attachments were approved and signed as outlined below:

Stephanie Lam, City Clerk and Manager of Legislative Services, for Tracey Takahashi, Deputy Corporate Officer - Oct 8, 2024

Michael Olubiyi, Manager of Development Planning - Oct 10, 2024

Kate Zanon, General Manager of Community Development - Oct 10, 2024

Tracey Takahashi, Deputy Corporate Officer, for Stephanie Lam, City Clerk and Manager of Legislative Services - Oct 11, 2024

Lindsay Todd, Manager of Communications and Engagement - Oct 11, 2024

Paul Rockwood, General Manager of Finance and Technology - Oct 13, 2024

Anna Mathewson, City Manager - Oct 15, 2024

Attachment 1

Considered at the September 5, 2023, Special Council meeting

Memorandum

Date: September 5, 2023

Submitted by: Community Development Department – Development Planning Division

Subject: OCP Amendment and Heritage Revitalization Agreement (Mixed-Use) – 2400

Block Clarke St. (Kyle and Clarke Holdings Ltd.)

At the Regular Council meeting held on July 25, 2023, Council considered a report dated July 25, 2023, from the Community Development Department – Development Planning Division regarding OCP Amendment and Heritage Revitalization Agreement (Mixed-Use) – 2400 Block Clarke Street (Kyle and Clarke Holdings Ltd.) (**Attachment 1**) and passed the following resolution:

RC23/199

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street) and City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) be read a first and second time as recommended in the report dated July 25, 2023, from the Community Development Department – Development Planning Division regarding OCP Amendment and Heritage Revitalization Agreement (Mixed-Use) – 2400 Block Clarke Street (Kyle and Clarke Holdings Ltd.);

AND THAT Bylaw No. 3421 and Bylaw No. 3420 be referred to a Public Hearing;

AND THAT the Public Hearing be scheduled following the submission by the applicant, and analysis by staff, of a pro-forma analysis of the project's inability to provide rental housing units at below-market rates.

The applicant submitted the required pro-forma analysis on August 9, 2023, confirming the project's inability to provide rental housing units at below-market rates due to the other amenities provided in this project, the heritage preservation, and the substantial number of rental units. Staff are satisfied with the conclusion of this report.

In accordance with City of Port Moody Development Approval Procedures Bylaw, 2023, No. 3417, notice of the Public Hearing scheduled for September 5, 2023, has been given via the following methods:

- The City's official website;
- The City's email subscription service; and
- The City's official social media sites.

City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street) (**Attachment 2**) – a Bylaw to amend City of Port Moody Zoning Official Community Plan Bylaw, 2014, No. 2955 to facilitate a six-storey mixed-use development within two buildings separated by a public mews, and City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-

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Attachment 1

Considered at the September 5, 2023, Special Council meeting

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2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) (**Attachment 3**) – a Bylaw to enter into a Heritage Revitalization Agreement with the Owner of the Heritage Property at 2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street and the retention and restoration of the P. Burns Building within the 2400 Block of Clarke Street – will be before Council at the Special Council meeting following the September 5, 2023 Public Hearing for consideration of third reading.

The recommended resolution is:

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street) and City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) be read a third time as recommended in the memo dated September 5, 2023, from the Community Development Department – Development Planning Division regarding OCP Amendment and Heritage Revitalization Agreement (Mixed-Use) – 2400 Block Clarke Street (Kyle and Clarke Holdings Ltd.).

Attachments

- 1. Report considered at the July 25, 2023, council meeting 2400 Block Clarke Street.
- 2. Draft OCP Amendment Bylaw, No. 3421.
- 3. Draft HRA Bylaw, No. 3420.

Attachment 1

Considered at the September 5, 2023, Special Council meeting

Report Approval Details

| Document Title: | OCP Amendment and Heritage Revitalization Agreement (Mixed-Use) – 2400 Block Clarke St. (Kyle and Clarke Holdings Ltd.).docx |
|----------------------|--|
| Attachments: | - Attachment 1 - Report Considered at the July 25th, 2023, Council Meeting - 2400 Block Clarke Street.pdf - Attachment 2 - Draft OCP Amendment Bylaw, No. 3421.pdf - Attachment 3 - Draft HRA Bylaw, No. 3420.pdf |
| Final Approval Date: | Aug 22, 2023 |

This report and all of its attachments were approved and signed as outlined below:

Wesley Woo, Assistant Manager of Planning, for Michael Olubiyi, Manager of Development Planning - Aug 17, 2023 - 12:04 PM

Kate Zanon, General Manager of Community Development - Aug 18, 2023 - 2:58 PM

Stephanie Lam, City Clerk and Manager of Legislative Services - Aug 18, 2023 - 3:34 PM

Lindsay Todd, Manager of Communications and Engagement - Aug 18, 2023 - 5:36 PM

Paul Rockwood, General Manager of Finance and Technology - Aug 22, 2023 - 9:25 AM

Kate Zanon, General Manager of Community Development, for Tim Savoie, City Manager - Aug 22, 2023 - 10:09 AM

Attachment 2

Considered at the September 26, 2023, Regular Council meeting Memorandum

Date: September 26, 2023

Submitted by: Legislative Services Division

Subject: Heritage Revitalization Agreement (2400 Block Clarke St.) – Bylaw No. 3420 –

Adoption

At the Special Council meeting held on September 5, 2023, Council considered a report dated July 25, 2023, from the Community Development Department – Development Planning Division regarding OCP Amendment and Heritage Revitalization Agreement (Mixed-Use) – 2400 Block Clarke St. (Kyle and Clarke Holdings Ltd.) (**Attachment 1**) and passed the following resolution:

RC23/220

THAT City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street) and City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) be read a third time as recommended in the memo dated September 5, 2023, from the Community Development Department – Development Planning Division regarding OCP Amendment and Heritage Revitalization Agreement (Mixed-Use) – 2400 Block Clarke Street (Kyle and Clarke Holdings Ltd.).

City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) (**Attachment 2**)—a bylaw to enter into a Heritage Revitalization Agreement with the Owner of the Heritage Property at 2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street—will be before Council for consideration of adoption at the Regular Council meeting to be held on September 26, 2023. The recommended resolution is:

THAT City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) be now adopted as recommended in the memo dated September 26, 2023, from the Legislative Services Division regarding Heritage Revitalization Agreement (2400 Block Clarke St.) – Bylaw No. 3420 – Adoption.

Attachment(s)

- Memo considered at the September 5, 2023, Special Council meeting HRA Bylaw No. 3420.
- 2. City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street).

Attachment 2

Considered at the September 26, 2023, Regular Council meeting Report Approval Details

| Document Title: | Heritage Revitalization Agreement (2400 Block Clarke St.) – Bylaw No. 3420 – Adoption.docx |
|----------------------|---|
| Attachments: | - Attachment 1 - Memo considered at the September 5, 2023, Special Council meeting - HRA Bylaw No. 3420.pdf - Attachment 2 - City of Port Moody HRA Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street).pdf |
| Final Approval Date: | Sep 18, 2023 |

This report and all of its attachments were approved and signed as outlined below:

Stephanie Lam, City Clerk and Manager of Legislative Services - Sep 13, 2023 - 10:05 PM

Angie Parnell, General Manager of Corporate Services - Sep 18, 2023 - 4:20 PM

Jeff Moi, General Manager of Engineering and Operations, for Tim Savoie, City Manager - Sep 18, 2023 - 9:13 PM

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Attachment 3



City of Port Moody

Bylaw No. 3420

A Bylaw to enter into a Heritage Revitalization Agreement with the Owner of the Heritage Property at 2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street.

The Council of the City of Port Moody enacts as follows:

Citation

1.1 This Bylaw may be cited as "City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street)".

Definitions

2.1 In this Bylaw,

"City" means the Corporation of the City of Port Moody.

"Heritage Revitalization Agreement" means an agreement under the Local Government Act between the City and an owner of heritage property.

"Land" means the properties located within the City at:

- 2407 Clarke Street and legally described as Lot 11, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 011-450-673;
- 2411 Clarke Street and legally described as West Half Lot 10, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 002-312-573;
- 2413 Clarke Street and legally described as East Half Lot 10, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 011-450-592;
- 2419 Clarke Street and legally described as West 30 Feet Lot 9, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 011-450-533;
- 2421 Clarke Street and legally described as The East 36 Feet Of Lot 9, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 and PID: 002-050-633, The West Half Of Lot 8 Block 9 District Lot 201 Group 1 New Westminster District Plan 72 and PID: 002-050-641, Lot 7 Except: The South 20 Feet; Block 9 District Lot 201 Group 1 New Westminster

EDMS#616635

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Attachment 3

District Plan 72 and PID: 002-050-731, The East Half Of Lot 8 Block 9 District Lot 201 Group 1 New Westminster District Plan 72 and PID: 002-050-773:

- 85 Kyle Street and legally described as South 20 Feet Lot 7, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 009-609-695; and
- 50 Queens Street and legally described as Lot 12, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 000-640-778.

3. The Heritage Revitalization Agreement

3.1 The City is hereby authorized to enter into a Heritage Revitalization Agreement with the owner of the Land substantially in the form attached to and forming part of this Bylaw, as Schedule "A".

Attachments and Schedules

- 4.1 The following schedule is attached to and forms part of this Bylaw:
 - Schedule A Heritage Revitalization Agreement including:
 - Appendix A P. Burns & Co Butcher Shop, 2419 Clarke Street,
 Port Moody, Conservation Plan, Donald Luxton and Associates Inc.,
 dated October 2021;
 - Appendix B Heritage Memo: Proposed Relocation of historic
 P. Burns & Co. Butcher Shop towards the northwest corner of the redevelopment along Clarke and Queens Street, Donald Luxton and Associates Inc., dated June 27, 2023;
 - Appendix C Architectural Plans, GBL Architects Inc., dated
 June 14, 2023; and
 - Appendix D Landscape Plans, LOCI Landscape Architecture + Urban Design, dated June 14, 2023.

Execution of Agreement

5.1 The Mayor and Corporate Officer are authorized on behalf of the City Council to sign and seal the Heritage Revitalization Agreement substantially in the form attached hereto as Schedule "A" and forming part of this Bylaw.

Severability

6.1 If a portion of this Bylaw is found invalid by a court, it will be severed, and the remainder of the Bylaw will remain in effect.

Attachment 1

Considered at the November 5, 2024, Special Council meeting

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Attachment 3

Read a first time this 25th day of July, 2023.

Read a second time this 25th day of July, 2023.

Public Hearing held this 5th day of September, 2023.

Read a third time this 5th day of September, 2023.

Adopted this 26th day of September, 2023.

M. Lahti

Mayor

S. Lam

City Clerk

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Attachment 3

SCHEDULE "A" to Bylaw No. 3420

HERITAGE REVITALIZATION AGREEMENT 2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street

CITY OF PORT MOODY

| THIS A | AGREEMENT dated for reference the day of, | |
|--------|---|--|
| AMON | IG: | |
| | KYLE & CLARKE HOLDINGS LTD, INC. NO. BC1273194. 226 - 998 HARBOURSIDE DRIVE NORTH VANCOUVER, BC V7P 3T2 | |
| AND: | ("K&C") OF THE FIRST PART | |
| | RAINER FELIX DANIELS HELEN PHYLLIS DANIELS 1029 TUXEDO DRIVE PORT MOODY, BC V3H 1L3 As Joint Tenants | |
| | ("Daniels" and together with K&C, the "Owner") OF THE SECOND PART | |
| AND: | THE CITY OF PORT MOODY 100 Newport Drive Port Moody, BC V3H 5C3 | |
| | (the "City") OF THE THIRD PART | |
| RECIT | TALS | |
| Α. | WHEREAS a local government may, by bylaw, enter into a Heritage Revitalization Agreement with the Owner of property identified as having heritage value, pursuant to section 610 of the <i>Local Government Act</i> R.S.B.C. 2015, C.1; | |
| | (the "Agreement") | |
| | | |

City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and

50 Queens Street) EDMS#616620

- B. AND WHEREAS pursuant to s. 610 of the *Local Government Act*, a Heritage Revitalization Agreement with an owner of heritage property allows variations of and supplements to the provisions of a zoning bylaw, subdivision bylaw, development permit, and heritage alteration permit.
- C. AND WHEREAS the K&C is the registered owner of all and singular the parcels of land and premises situated in the City of Port Moody, in the Province of British Columbia, located at 2407 Clarke Street, 2421 Clarke Street, 85 Kyle Street, and 50 Queens Street and legally described as:
 - 2407 Clarke Street and legally described as Lot 11, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72, and PID: 011 450-673;
 - 2421 Clarke Street and legally described as The East 36 Feet Of Lot 9, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72, and PID: 002-050-633, The West Half Of Lot 8 Block 9 District Lot 201 Group 1 New Westminster District Plan 72 and PID: 002-050-641, Lot 7 Except: The South 20 Feet; Block 9 District Lot 201 Group 1 New Westminster District Plan 72 and PID: 002-050-731, The East Half Of Lot 8 Block 9 District Lot 201 Group 1 New Westminster District Plan 72 and PID: 002-050-773;
 - 85 Kyle Street and legally described as South 20 Feet Lot 7, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72, and PID: 009-609-695; and
 - 50 Queens Street and legally described as Lot 12, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72, and PID: 000-640-778;

(collectively, the "K&C Land");

- D. AND WHEREAS the Daniels is the registered owner of all and singular the parcels of land and premises situated in the City of Port Moody, in the Province of British Columbia, located at 2411 Clarke Street, 2413 Clarke Street and 2419 Clarke Street and legally described as:
 - 2411 Clarke Street and legally described as West Half Lot 10, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72, and PID: 002-312-573;
 - 2413 Clarke Street and legally described as East Half Lot 10, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72, and PID: 011 450-592;
 - 2419 Clarke Street and legally described as West 30 Feet Lot 9, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72, and PID: 011 450-533;

(collectively, the "Daniels Land", and together with K&C Lands, the "Land");

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Attachment 3

- E. AND WHEREAS the Owner has presented to the City a proposal for the use, development and preservation of the Land (the Development) and has voluntarily and without any requirement by the City, entered into this Agreement pursuant to s. 610 of the Local Government Act;
- F. AND WHEREAS the Land, as defined above, contains a heritage building (the P. Burns & Co. Building (the "Heritage Building");
- G. AND WHEREAS the Owner of the Land has requested the City of Port Moody to enter into the Agreement and has agreed to undertake measures, as set out in this Agreement, to conserve the heritage value of the P. Burns Building, individually, a "Heritage Building" in exchange for certain zoning variances;
- H. AND WHEREAS the Owner and Council agree that the Heritage Building has sufficient heritage merit to justify their conservation through the use of certain zoning variances;
- AND WHEREAS Council and the Owner have agreed to certain terms and conditions
 respecting the conservation of the Heritage Buildings on the Land in exchange for
 zoning variances described in this Agreement;
- J. AND WHEREAS a local government must hold a Public Hearing on the matter before entering into, or amending, a heritage revitalization agreement if the agreement or amendment would permit a change to the use or density or use that is not otherwise authorized by the applicable zoning of the Land and for these purposes Division 3 [Public Hearing on Planning and Land Use Bylaws] of part 14s of the Local Government Act applies;
- K. AND WHEREAS within thirty (30) days after entering into, or amending, a Heritage Revitalization Agreement the local government must file a notice in the Land Titles Office in accordance with s. 594 of the Local Government Act and give notice to the Minister responsible for the Heritage Conservation Act in accordance with s. 595 of the Local Government Act;

NOW THEREFORE in consideration of the terms contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Heritage Revitalization

1.1 Pursuant to s. 610 (2) of the *Local Government Act*, the parties agree that the Heritage Building has heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve, and protect the heritage character of the Heritage Building, in accordance with this Agreement.

City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street)
EDMS#616620

1.2 Pursuant to s. 610 (2) and (3) of the *Local Government Act*, the parties agree that the Land may, notwithstanding the provisions of the City of Port Moody Zoning Bylaw requirements related to the existing General Commercial (C3) zoning on the Land, be consolidated from seven (7) legal parcels into one (1) legal parcel as shown in Appendix C, to be used for and developed in the following manner, and in accordance with the provisions of this Agreement:

1.2.1 Permitted Uses

(a) Principal Use

The permitted use of Land as shown in Appendix "C" shall be a Mixed-Use Development, which includes the Heritage Building (P. Burns Building), and will allow for the following principal uses:

- i. Apartment
- ii. Artist Studio Type A
- iii. Assembly
- iv. Child Care
- v. Civic
- vi. Commercial Athletic and Recreation
- vii. Community Care
- viii. Entertainment
- ix. Hotel
- x. Office
- xi. Personal Service
- xii. Restaurant
- xiii. Retail Food Service
- xiv. Retail
- xv. Townhouse
- xvi. Work-Live

(b) Secondary Use

 Home Occupation – Type A in accordance with section 5.23 of the Zoning Bylaw No. 2937

(c) Development Regulations

a. The buildings will substantially comply with the density, lot coverage, siting, height, off-street parking, off-street loading, adaptable housing, landscaping, and general appearance as they are referenced in the Architectural Plans and Landscape Plans attached to this agreement as Appendix "C" and "D"

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Attachment 3

- 1.3 Pursuant to s. 610 (2) of the *Local Government Act*, the Owner agrees to restore the Heritage Building in accordance with all other terms and conditions of Appendices "A", "B", "C", and "D" and which are attached to this Agreement. Following the restoration of the Heritage Building the exterior appearance of the historic buildings are to be maintained as outlined by the text, drawings, illustrations, photographs, and plans of Appendices "A" and "C" which are attached to this Agreement. If there are conflicts or ambiguities in the interpretation of the Heritage Conservation Plan, the interpretation of the City's General Manager of Community Development (the "GM"), acting reasonably, shall prevail.
- 1.4 Pursuant to s. 610 (2) of the *Local Government Act*, and further to the terms and conditions of Appendices "A", "B", "C", and "D", the Owner agrees to the following terms and conditions:
 - 1.4.1 All construction, maintenance, repair, and conservation work shall be done at the Owner's sole expense;
 - 1.4.2 All reasonable measures are to be taken by the Owner to protect the historic Heritage Building including their improvements and features noted to have heritage value as outlined by the text, drawings, illustrations, photographs, and plans in the Conservation Plans, which are attached to this Agreement as Appendix "A" respectively, from exposure to environmental elements during construction and from acts of vandalism or foreseeable accidental damage;
 - 1.4.3 The Owner shall commence and complete the development of the subject property in accordance with the Plans and Elevations attached hereto as Appendix "C" and "D". If there are conflicts or ambiguities in the interpretation of the Plans or Elevations, the interpretation of the City's GM, acting reasonably, shall prevail;
 - 1.4.4 The Owner agrees to take all reasonable measures to ensure the protection, conservation, and restoration of the improvements and features of the Heritage Building noted to have heritage value as outlined by the text, drawings, illustrations, photographs, and plans in the Conservation Plans, which is attached to this Agreement as Appendix "A". In the event that such an improvement or feature having heritage value is deemed to be in a state of repair such that it cannot be conserved and restored, the Owner must have a report prepared by a suitable professional to demonstrate the need to deviate from the Conservation Plans, as well as propose a suitable alternative that is to be approved in consultation with the City and a Heritage Consultant who is a member of the Canadian Association of Heritage Professionals;

- 1.4.5 The owner agrees that during the restoration process, that prior to any changes being made which are not envisaged in the Conservations Plans, Architectural Plans and Landscape Plans, which are attached to this Agreement as Appendix "A", "B", and "C" respectively, and that would impact the external appearance of the Heritage Building or the Land upon which they are located, the Owner must propose a suitable alternative that is to be approved in consultation with the City and, as necessary, a Heritage Consultant who is a member of the Canadian Association of Heritage Professionals;
- 1.4.6 The Owner is to ensure that only qualified trades people with oversight by professionals with proven experience in projects of similar scope are responsible for carrying out the work, including the removal, salvage, cleaning, repair, and installation of the improvements and features of the Heritage Building noted to have heritage value as outlined by the text, drawings, illustrations, photographs, and plans in the Conservation Plan;
- 1.4.7 The Owner agrees to apply for and obtain all necessary permits and licences from the City, including pay required fees and charges, prior to the commencement and completion of work on the Heritage Building, and the City may at its sole discretion issue or refuse to issue Building Permits for the any portion of the work until such has been completed;
- 1.4.8 The Owner agrees to provide a final report stating that the Development has been completed in accordance with this Agreement from a Heritage Consultant who is a member of the Canadian Association of Heritage Professionals prior to an Occupancy Permit being granted for any building within the Land.

2.0 Municipal Heritage Designation

2.1 Pursuant to s. 611 of the Local Government Act, the Owner, through this Agreement, irrevocably agrees to the designation of Heritage Building (P. Burns Building) located on the Land as a municipal heritage site, and concurrently with the authorization for the City to enter into this Agreement releases the City from any obligation to compensate the owner in any form for any reduction in the market value of the Land and all improvements that may result from the designation.

3.0 Heritage Alteration Permits

3.1 The improvements on and heritage character of the Heritage Building which both the Owner and the City desire to conserve and which constitute the heritage value of the Land are outlined by the text, drawings, illustrations, photographs, and plans in the Conservation Plan. The Statement of Significance contained in the Conservation Plan further identifies, detail and describes the character, extent, and nature of the improvements on and heritage character of the Heritage Building that has heritage value:

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- 3.2 Following the completion of the work in accordance with this Agreement, the Owner shall not alter the hentage character or exterior appearance of the Heritage Building, except as permitted by a heritage alteration permit issued by the City;
- 3.3 To the extent that the text, drawings, illustrations, photographs, and plans constituting the Conservation Plan require interpretation, the City's GM, acting reasonably, shall determine the matter and section 23.0 (Inspection) of this Agreement shall apply;

4.0 Owner's Obligations to Conserve and Maintain

- 4.1 The Owner covenants and agrees that:
 - 4.1.1 No improvement as identified in the Conservation Plan as having heritage value or as being a part of the heritage character of the Heritage Buildings, shall be altered, replaced, or replicated including alterations required or authorized by this Agreement, except pursuant to a heritage alteration permit issued by the City;
 - 4.1.2 Each section of restoration, rehabilitation, replication, repair, or maintenance, required by the Conservation Plan shall be commenced and completed in accordance with the phasing, timing, standards and specifications set out in this Agreement and the attached appendices;
 - 4.1.3 All improvements to Heritage Building as identified in the Conservation Plan as having heritage value shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Maintenance Plans which are attached to this Agreement as part of the Conservation Plan; and
 - 4.1.4 The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions as are necessary to ensure that the restrictions and requirements provided in subsections 4.1.1, 4.1.2, and 4.1.3 of this Agreement are observed to the satisfaction of the City's GM, acting reasonably, and the Owner shall not do, cause or allow to be done, anything that would be in breach of the restrictions herein.

5.0 Discretion

- 5.1 Wherever in this Agreement a heritage alteration permit is required, the City or its delegates maintains discretion to approve, refuse, or issue such permit; and,
 - 5.1.1 Such exercise of discretion relating to the issuance of the heritage alteration permit shall be made by the City or its delegates acting reasonably in accordance with sound municipal heritage and conservation practice; and
 - 5.1.2 Such exercise of discretion, including any terms and conditions imposed shall be consistent with the *Local Government Act*, and with the intent, terms, conditions, and guidelines of the Conservation Plan.

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6.0 Application of this Agreement

6.1 Unless otherwise stated, the terms and conditions of this Agreement respecting the Heritage Building apply only to the structures and exteriors of the buildings, including without limitation the foundations, walls, roofs, and all exterior doors, windows, and architectural ornamentation.

7.0 Construction and Maintenance of Works

7.1 Pursuant to s. 610 and s. 617 of the Local Government Act, wherever the Owner is issued a Heritage Alteration Permit, to restore, rehabilitate, replicate, repair, replace, maintain, or in any way alter improvements on, or features of the Heritage Building, identified in the Conservation Plan as having heritage value, or to construct or maintain other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense in accordance with the terms of this Heritage Revitalization Agreement to the satisfaction of the City's GM, acting reasonably, and any Heritage Alteration Permits so issued and all plans and specifications forming part thereof and shall be diligently and continuously maintained in good repair and efficient operating condition, less reasonable wear and tear, by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage, and conservation practice.

8.0 Landscaping and Servicing Requirements

- 8.1 The Owner agrees to undertake and maintain landscaping on the Lands in general accordance with the Landscape Plans attached hereto as Appendix "D" that forms part of this Agreement (the "Landscaping"), noting that final programming for the on-site and off-site landscaping and programming within the Mews, as shown on the Landscape Plans, may be altered subject to the agreement of the City and the submission of a final landscaping plan. Furthermore, the Owner agrees to enter into a Section 218 Land Titles Act Right of Way and Section 219 Land Titles Act Restrictive Covenant to allow public access to and through the Mews.
- 8.2 The Owner agrees to provide and pay for all Works and Utilities Requirements in relation to the proposed development of the Land and to provide required bonding and levies for the same. Such servicing works and services are to be completed in compliance to the requirements of the "City of Port Moody Subdivision and Development Services Bylaw, No. 2831" and shall be established by entering into a Development Servicing Agreement prior to final approval of the subdivision.
- 8.3 The Owner agrees to work with City on the finalization of a design for Queens Street Plaza, as shown on the Landscape Plans, and contribute financially towards the redevelopment of Queens Street Plaza as part of off-site servicing works and also through the community amenity contribution that the owner has committed to providing for such amenities.

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9.0 Commencement and Completion

9.1 The Owner agrees to commence the work, Landscaping, and utilities requirements outlined in this Agreement, following the adoption of City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) and to complete the above no later than two (2) years following the adoption of Bylaw No. 3420.

10.0 Security

- 10.1 The Owner will not apply for and the City will not be obligated to receive a building permit for the Development until the Owner has provided to the City, security (the "Security") for the completion of items related to landscaping. The security shall be calculated based on 100% of the total cost of hard and soft landscaping (onsite and off-site) and include GST, a 10% contingency and 5% for inflation. The Security, in the form of a letter of credit, shall be made out to the City to ensure that the development is carried out in accordance with the terms and conditions set out herein and if for any reason the Permit holder neglects or otherwise fails to complete the works, within four (4) years of the date of issuance of this Agreement, the City may, in its sole discretion, provided it has given the Owner thirty (30) days written notice, complete the works or any portion thereof and all costs incurred in so doing shall be deducted by the City from the amount of the Security and on final completion to the satisfaction of the City as evidenced by the issuance of a Certificate of Completion, the City shall thereafter refund the remainder of the monies, except for ten (10) percent of the monies, which shall be released after the maintenance period lasting one (1) year from the date of completion for the Landscaping.
- 10.2 Portions of the Security may be returned to the Owner, or reduced, as stages of the works are completed, to the satisfaction of, and at the sole discretion of the City's General Manager of Community Development.
- 10.3 As a condition of issuance of this Agreement, the Owner shall pay to the City an on-site landscaping review fee of two-point-two (2.2) percent of the cost of on-site Landscaping and four-point-four (4.4) percent of the cost of off-site Landscaping, which is to be paid by cash or certified cheque.

11.0 Damage or Destruction

11.1 In the event that the Heritage Building is damaged, the parties agree that the Owner may repair the Heritage Building, in which event the Owner shall forthwith obtain a heritage alteration permit and any other necessary permits and licences and, in a timely manner, shall restore and repair the Heritage Building to the same condition and appearance that existed before the damage occurred to the satisfaction of the City's GM.

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11.2 If, in the opinion of the City's GM, acting reasonably, the Heritage Building is substantially destroyed and the Owner intends to construct a replacement building on the Land, the Owner must, by way of a Heritage Alteration Permit issued pursuant to s. 617 of the Local Government Act, construct a new building in compliance with the City's Zoning Bylaw, as varied by this Agreement, in a heritage style that is acceptable to the City and substantially similar in design to the Heritage Building in question, as shown and described in Appendix "A", and "C", as the case may be.

12.0 Breach

12.1 In the event that the Owner is in breach of any term of this Agreement, the City may give the Owner notice in writing of the breach and the Owner shall ensure it does nothing to further the breach to the extent it is able and shall remedy the breach within 30 days of receipt of the notice or such longer time period as may be approved by the City's GM in writing. In the event that the Owner fails to remedy the breach within the time allotted, the City may by bylaw and after conducting a Public Hearing in the manner prescribed by s. 464 through s. 470 of the Local Government Act, cancel this Agreement whereupon all use and occupation of the Land shall thenceforth be in accordance with the City's Zoning Bylaw and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

13.0 Amendment

- 13.1 The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
 - 13.1.1 With the consent of the Owner and the City and by adoption by City Council of an amending bylaw, which would amend Heritage Revitalization Agreement Bylaw, provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site; or,
 - 13.1.2 By Heritage Alteration Permit, issued pursuant to s. 617 of the *Local Government Act*.

14.0 Minor Changes to the Plan

14.1 Minor changes, additions, deletions, variations, alterations, or adjustments to the Plans, Elevations, and Conservations Plans attached hereto as Appendices "A", "C", and "D" may be made by mutual agreement of the parties provided that the restoration, repair, conservation, and maintenance of the Heritage Building remain in substantial accordance with Appendices "A", "C", and "D" and that it can be demonstrated that they have been approved in consultation with a Heritage Consultant who is a member of the Canadian Association of Heritage Professionals.

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- 14.2 Minor Changes to the Site Plan and Buildings, not including the Heritage Building, including additions, deletions, variations, alterations, or adjustments to the Plans and Elevations may be made by mutual agreement of the parties.
- 14.3 The Owner has agreed to construct the building to Energy Step Code Level 3 with a Low Carbon Energy System. An alternative energy system that meets or exceeds these environmental benefits may be proposed by the Owner for consideration by the GM. Any alternative energy system must be approved by the GM in writing, at their sole discretion.

15.0 Representations

15.1 It is mutually understood and agreed upon between the parties that the City has made no representations, covenants, warranties, promises, or agreements expressed or implied, other than those expressly contained in this Agreement.

16.0 Statutory Authority

16.1 Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the City in the exercise of its statutory functions and responsibilities including, but not limited to, the *Local Government Act* and its rights and powers under any enactments, bylaws, order, or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Lands.

17.0 Modification

- 17.1 If the Owner, in fulfilling the responsibilities and obligations pursuant to this Agreement, perceives or becomes aware of any reasonable risk or injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced, or eliminated except by measure that would be a breach of the restrictions, requirements or obligations herein, the Owner shall notify the City in writing, within 30 days, of the nature and extent of the risk and of the measures the Owner proposes to undertake at the Owners' sole cost to reduce, alleviate, avoid, or eliminate the risk.
- 17.2 Upon being notified, in writing, of an existing risk and the proposed measures to deal with such risk, the City shall, within 90 days, notify the Owner in writing whether it approves or does not approve of the measures being proposed. In the event that the City does not approve the proposed measures, the Owner shall have 30 days in which to propose alternate measures, and the City shall have a further 90 days within which to approve or disapprove the proposed measures. In the event that:
 - 17.2.1 the City does not respond within 90 days to either the first or second set of proposed measures;
 - 17.2.2 the City disapproves both the first and second sets of proposed measures; or

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17.2.3 the Owner fails to notify the City of a risk or potential loss and/or submit proposed measures to deal with the risk or loss within 30 days as provided in this section 17.1:

the matter shall be submitted to arbitration on the terms set out in section 21.0.

18.0 Indemnity

- 18.1 The Owner hereby releases, indemnifies, and saves the City, its officers, employees, elected officials, agents, and assigns harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts, and demands whatsoever by any person, arising out of or in any way due to:
 - 18.1.1 The existence, effect, or enforcement by the City of this Agreement or of any of the restrictions or requirements contained herein;
 - 18.1.2 The breach or non-performance by the Owner of any term or provision of this Agreement;
 - 18.1.3 Any work or actions of the Owner in performance of its obligations hereunder; or
 - 18.1.4 Any wrongful act or omission, default, or negligence of the Owner, save and except to the extent it is directly or indirectly due to the negligence or wilful misconduct of the City or its officers, employees, elected officials, agents, and assigns.
- 18.2 In no case shall the City be liable or responsible in any way for:
 - 18.2.1 Any personal injury, death, or consequential or pure economic damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Land; or
 - 18.2.2 Any loss or damage of any nature whatsoever, howsoever caused to the Land or any improvements or personal property thereon belonging to the Owner or to any other person;
 - 18.2.3 The Owner's compliance with the restrictions and requirements herein;
 - 18.2.4 The wrongful or negligent failure or omission of the Owner to comply with the restrictions or requirements contained herein;
 - 18.2.5 The refusal, omission, or failure by the City to enforce or require compliance by the Owner with the restrictions or requirements herein or with any other term, condition, or provision of this Agreement, save and except to the extent it is directly or indirectly due to the negligence or wilful misconduct of the City or its officers, employees, elected officials, agents, and assigns.

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19.0 Alternative Remedies

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

20.0 No Waiver

20.1 No restrictions, requirements, or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing, or overlooking by the City on previous occasions of any default, or any previous written waiver, shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights of remedies by the City.

21.0 Statutory Authority and Proprietary Rights

21.1 Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City, all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled, and no permissive bylaw enacted by the City, or permit, licence, or approval, granted, made, or issued there under, or pursuant to Statute, by the City shall stop, limit, or impair the City from relying upon and enforcing this Agreement in its proprietary capacity as the Owner of an interest in the Land.

22.0 Compliance with Laws

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

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23.0 Inspection

23.1 Without limiting the City's power of inspection conferred by statute and in addition thereto, the City shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.

24.0 Headings

24.1 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any provision hereof.

25.0 Appendices

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

26.0 Interpretation

26.1 In this Agreement, the "Owners" shall mean the registered owner in fee simple of the land and all improvements, or a subsequent registered owner in fee simple of the land and all improvements, as the context requires or permits.

27.0 Severability

27.1 If any section, subsection, clause, or phrase of this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that is invalid shall not affect the validity of the remainder.

28.0 Successors Bound

- 28.1 All restrictions, rights, and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants, and agreements herein on the part of the Owner.
- 28.2 The City shall file a notice with the Land Title Office, as provided for in the *Local Government Act*, and upon registration of such notice, this Agreement, and any amendment to it shall be binding on all persons who acquire an interest in the land affected by the Agreement.

29.0 Other Documents

29.1 The Owner agrees at the request of the City, to execute and deliver or cause to be executed and delivered all such further agreements, documents and instruments and to do and perform or cause to be done and performed all such acts and things as may be required in the opinion of the City to give full effect to this Agreement.

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30.0 No Partnership or Agency

30.1 The parties agree that nothing contained herein creates a partnership, joint venture, or agency relationship between the parties.

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

| SIGNED by the Owner in the presence of: |
|--|
| |
| Signature |
| Name (Printed) |
| Street Address |
| City, Province, Postal Code |
| Occupation |
| IN WITNESS WHEREOF THE Corporate Seal of the City was hereunto affixed in the presence of: |
| Meglan Laho |
| ad du |
| CITY CLEDY |

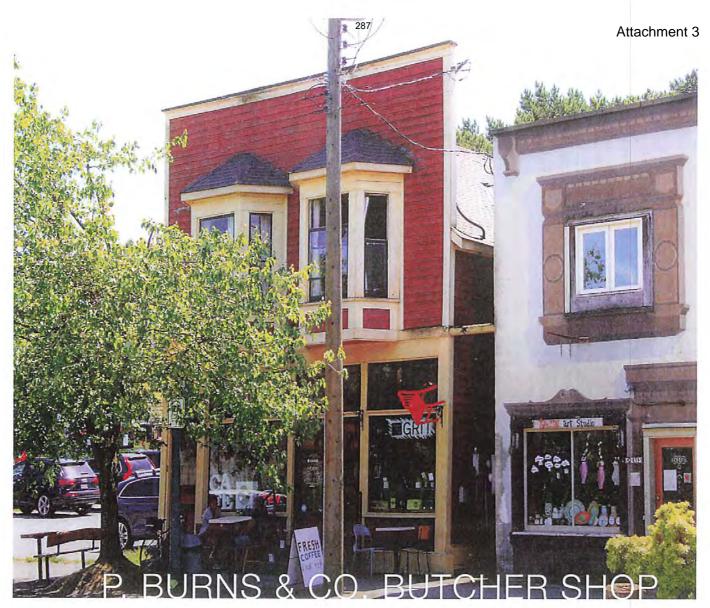
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APPENDIX A

P. Burns & Co Butcher Shop, 2419 Clarke Street, Port Moody, Conservation Plan, Donald Luxton and Associates Inc.

Considered at the November 5, 2024, Special Council meeting



2419 CLARKE STREET, PORT MOODY

CONSERVATION PLAN

OCTOBER 2021



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2419 Clarke St p. Burns & Co. Butcher Shop . page 26. Donald Luxton & Associates. Published 1999.

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| BUILDING NAME: | P. Burns |
|---------------------------|-----------|
| HISTORICAL BUILDING NAME: | P. Burns |
| CIVIC ADDRESS: | 2419 C |
| LEGAL DESCRIPTION: | Plan NV |
| YEAR OF CONSTRUCTION: | 1908-19 |
| ORIGINAL OWNER(S): | Patrick I |
| ARCHITECT/DESIGNER: | Unknov |
| BUILDER: | P. Burns |
| | |

is & Co. Butcher Shop

s Co. & Butcher Shop

larke Street

WP72, Block 9, Lot 9

909

Burns

WΠ

5 & Co.

The P. Burns and Co. Butcher Store survives in virtually original condition and has been completely and authentically restored, and provides an important link to the early commercial history and development of Port Moody. It is a two-storey wood-frame commercial building that stands in a grouping of similar smallscale commercial buildings along Clarke Street, the original commercial and retail centre of Port Moody.

The store is of value as a rare surviving example of a 'Boomtown' or false-front commercial building. Built with an extended front parapet to increase the apparent size of the building and to provide increased opportunity for signs, these vernacular structures proliferated in early communities throughout western Canada.

The store is significant as part of a successful western Canadian industrial and retail empire. Built for P. Burns and Co. circa 1908-09, it formed part of the company's extensive chain of retail butcher stores.

The primary intent is to preserve the existing historic structure and includes the relocation, restoring and rehabilitating the historic mixed-used structure towards the southwest corner of the redevelopment.

The relocation seeks to preserve and restore the last remaining example of a 'Boomtown' false-facade commercial all-wood structure along Spring Street and Queens Plaza.

The major proposed interventions of the overall project are to:

- Relocation of the historic building to the southwest corner along Spring Street Promenade and Queens Plaza;
- Preservation of surviving, original exterior character-defining elements of the historic mixed-use P. Burns & Co. Butcher Shop on the front (north), west, east and south side elevations;
- Restoration of exterior character-defining elements that have been altered or damaged over time;
- Restoration of window assemblies and storefront:
- Rehabilitation of non character-defining internal structure, rear (south) elevation, and side (west) elevation; and
- Construction of a new adjacent multi-unit residential development on surrounding site.

This Conservation Plan is based on Parks Canada's Standards & Guidelines for the Conservation of Historic Places in Canada. It outlines the preservation, restoration, and rehabilitation that will occur as part of the proposed development.

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2 HISTORICAL CONTEXT

HISTORIC CONTEXT

MOODY CENTRE

The P. Burns and Co. Butcher Store is located in Moody Centre, one of Port Moody's two Heritage Conservation Areas (HCA); the other being the loco Townsite. Encompassing the south shore of Burrard Inlet, and located adjacent to the Canadian Pacific Railway (CPR) tracks, Moody Centre was Port Moody's historic commercial and residential downtown. The main commercial area of Moody Centre includes Clarke Street, where the P. Burns shop is located, and St. Johns Street, which run east-west and parallel to one another. The residential community of Moody Centre was developed immediately south of the commercial areas and extends up the Chines escarpment, a steep forested slope, which is still home to a plethora of wild flora and fauna. The character of the area is augmented by superb views to the north and by many mature landscaping elements.

Port Moody was originally surveyed by the Royal Engineers who arrived in British Columbia in 1858. The detachment was created by an Act of British Parliament and commanded by Colonel Richard Moody, after whom the area is named. Among the Royal Engineers was John Murray, who accepted the Crown's offer to sappers such as himself of 150 acres of land if they remained in British Columbia following their assignment; Murray is known today as one of Port Moody's first settlers. Following the surveying work, development in Port Moody began to increase. Settlement and construction in the area reached a new height when the CPR named Port Moody as the western terminus of the Company's cross-country line.

By 1880, the area witnessed substantial construction in anticipation of the arrival of the railway. Infrastructure to support the impending arrival was quickly established, along with the construction of hotels, stores, offices, and houses. On July 4, 1886 the first cross-Canada train, Engine 371, arrived in Port Moody. However, shortly following this momentous event, the CPR began construction on the extension of the rail line that would see Vancouver become the ultimate western terminus, effectively halting the rapid development of Port Moody. Still, development

did not permanently cease. Due to its position on the CPR rail line, its location on Burrard Inlet, its variety of industries, and its proximity to Vancouver, Port Moody remained an attractive and desirable place to settle.

Many of the houses in Port Moody's historic centre were built during the Edwardian era boom, along with many of the early businesses and industries which supported commercial activity in the community. A sawmill had opened in the area in 1905, employing 125 men, followed by several oil refineries. Industrial development was followed by commercial development, particularly along Clarke Street and St. John's Street, with grocers, shops and other services on offer. The P. Burns and Co. Butcher Store was constructed between 1908 and 1909, forming part of the company's extensive chain of retail butcher shops. The continued growth of Port Moody was furthered in 1915, when the Imperial Oil Company established a large development just outside of the Port Moody city boundary, attracting labourers and their families to the area. The lumber industry continued to grow and dominate Port Moody, peaking in the 1920s, when the area was occupied by many private homes and several general stores.

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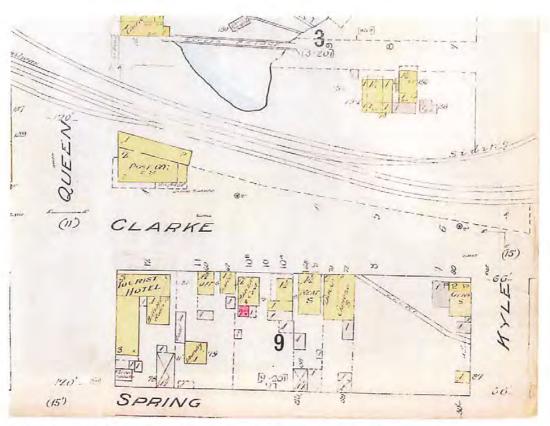
2 HISTORICAL CONTEXT



Top: 1910(ca.) Timms, Philip. Clarke Street, Port Moody [VPL 7040] Bottom: 1910s(ca.) Clarke Street before fire [PMHS 1971.036.001]



2 HISTORICAL CONTEXT



1915. Port Moody [Fire Insurance Plan]. Chas. E. Goad, 1907 (rev. 1915) Sheet 03 [LAC] Detail of Block 9

PATRICK BURNS AND THE P. BURNS AND CO.

P. Burns and Co. was founded in Calgary in 1890 by original owner and rancher, Patrick Burns. Born in Oshawa, Ontario in 1856, Burns and his brothers made the move west beginning in 1878. As their journey was prior to the transnational railway system, the brothers travelled by steamship and then by foot before settling in Minnedosa, Manitoba. Burns found success running a mobile slaughterhouse, which he operated as a contractor to the ever-expanding railway – providing meat to the labourers as the line was extended across the country.

Burns settled in Calgary, Alberta in 1890, the same year he started his packing house, which was then expanded into extensive ranch operations; he would go on to open packing houses in other major western Canadian cities including Vancouver, Edmonton, and Regina. As his business grew, Burns turned his attention to his private life, marrying Eileen Ellis in 1901 and hiring renowned architect, Francis Rattenbury to design his grand house in Calgary.

In 1912, Burns, along with A.E. Cross, A.J. McLean, and George Lane (known collectively as the 'Big Four') started the Calgary Stampede. By the time the first Stampede was held, in September 1912, Burns was among the most successful people in western Canada,

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2 HISTORICAL CONTEXT



1943(ca.) Evelyn G. Clark with Blitz on steps of Post Office and her home (B) [PMHS 2011.050.010, Collection of Valerie Julian]

eventually opening abattoir and packing facilities as far away as Australia and Great Britain. From the early 1900s to 1914, Burns was the principal meat supplier for the workers during the construction of the railways and, during the First World War, was a critical part of the supply chain, providing meat to Canada's overseas troops.

As Burns' reach increased across Canada, he purchased multiple tracks of land in various locations, including Vancouver. With the intent of utilizing the Vancouver land for cattle grazing, Burns soon realized some of the lots were actually wetland, which were unsuitable for grazing. That area, now known as Burns Bog, remained in its wetland state until peat harvesting began in the 1940s. In order to service his Vancouver market, Burns had a building constructed along West Hastings Street (18 West Hastings), which acted as both his regional head office and one of the

company's retail locations in the Lower Mainland. As part of his retail store expansion, the Port Moody shop was constructed between 1908 and 1909.

By the 1920s, Patrick Burns had become one of Canada's wealthiest and most successful businessmen; boasting over 100 retail shops within British Columbia and Alberta alone. In addition to his abattoirs and retail meat shops, Burns also established creameries, cheese factories, and fruit houses.

Burns Foods was sold to Dominion Securities in 1928 for \$15,000,000 for \$15 million; the sale allowed Burns himself to focus on his ranches, located mainly in southern Alberta, and the company was renamed Burns & Co. Ltd. In 1932, Vancouver's Sterling Food Markets Ltd. Purchased 31 of the Burns company retail stores, including the Port Moody location along Clarke Street.

Attachment 3

2 HISTORICAL (

BURNS RETAIL STORES SOLD

Sterling Food Markets Limited o this city have purchased 21 retail most markets of Burns & Co. and will take them over on July 4, according to adannouncement made today by Blanc M. Wilson, who is resigning as assistant manager and superintendent of retail stores for Burns & Company Limited.

Limited.

Burns & Company Limited because of the change in retail merchandleng conditions, are retiring from the retail business in Vanacouver in order to concentrate on their large wholesals and export outliness.

Fire stores are at present below operated by Sterling Markets limited. Thirty-six markets in all will concentrate the company a control follow a the cultarged firm will be confined to vancouver. North Vancouver, New Westmanter, Cognitian, Port Mood and Langley Prairie. The new company will be not be the company at the same time they are reduced by will make a feature of prices and value, at the same time retaining the high quality standards established by the Burns Company in the past.

No house well be made in the man-

the past.

No change will be made in the man-

No change will be made in the managements of the individual Sundatores, under the new management. The new Sterling stores will be uniform in apprairance following use shark and white color treatment. Sterling Food Markets Limited is a local concern operated by local manand purchasing H. C. posturation of the process of the concern operated by local manance company are Govern A. Marine Processor. C.A. A. M. Burke. M. Wilcon artists as pro-form and government of the local manager. Off its of the company of in the Spring Bullion.



Left: 1933-07-14 Vancouver Sun pg.11 Right: 1932-06-30 Vancouver Sun pg.12

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2 HISTORICAL COI

Then Prime Minister of Canada (and good friend of Burns), Richard Bedford (R.B. Bennett, 1930-1935) appointed Patrick Burns to the Senate of Canada in 1931. Burns remained on the Senate until 1936 when he stepped down due to ill health; he passed away the next year at the age of 80. Upon his death, Burns left his estate to his nieces and nephews, as well as many charities - he had been predeceased by his wife and son. Interestingly, the tax on Burns' estate was high enough that it offset Alberta's deficit and balanced the provincial budget. Due to the estate of one man, the Social Credit Party chose to permanently eliminate the provincial sales tax.

In addition to his vast career accomplishments, Burns was a well-known philanthropist, contributing money and supplies to emergencies in both Alberta and British Columbia (including the 1903 rockslide in Frank, Alberta and the 1908 fire in Fernie, British Columbia). Additionally, Burns provided support to churches across Alberta, even when they were outside of his own Catholic denomination, as well as toward educational pursuits including contributions that lead to the establishment of Western Canada College (now Western Canada High School in Calgary), the construction of St. Joseph's College at the University of Alberta in Edmonton, and the expansion of

BURNS SALE

NO LAYOFFS

Maple Leaf Foods takeover of Burns is finalized

MEL DUVALL

Maple Leaf Foods Inc. still has no plans to lay off staff or close any of its western Canadian operations following the finalization of its takeover of Burns

Foods of Calgary
Michael McCain, president of Toronto-based
Maple Lord Foods, said in a phone interview Tuesday
that the company is hopeful it can expand business
in the West—not cut operations to save costs.
"It's still early days, but what we no know is that

we're committed to the region and committed to

growing the business." he said.
"There are a number of apportunities — particu-

larly in Japan — that we have yet to exploit." Maple Listframounced its acquisition of the fresh pork and prepared meat operations of Burns Foods.

The deal marked the end of an ora for the private company, which was founded by Senator Pat Burns in 1890 and grew to become a pullar of corporate Cal-

gary.
The sale became final Toosday after receiving regulatory approval. Financial details have not been re-

latory approval remarks notation have no been re-leased.
McCam announced that Larry Marding, the for-mer president of Burns Mears, will continue on as president of Maple Leaf's Burns and Gamers divi-

The company is also rolling out its Signature Park program, which was taunched in Ontario earlier this year throughout its western operations. The program is designed to reward farmers what

consistently produce hogs which meet a set of quali-



SALE FINAL: Maple Leaf president Michael McCain with Burns founder Senator Pat Burns in painting

Schneider chopping 600 jobs at Ontario plant D4

ty ratings and specifications. Producers are rewarded with financial incentives and long term con-

McCain said the program helps producers predict long-term cash flow so they can expend their opera-tions and invest in new technology.

onsumers benefit from unproved pork quality

and more competitive price

Maple Leaf is Canada's largest food processing

company, with annual revenues of about \$3 billion Under the sale, it acquired a Burns hog plant in Win nipeg, a prepared foods plant in Tuelon. Man, a small beef slaughterhouse in Lethbridge, and the Gainers division, with plants in Edmonton and North Battleford Sask

Those plants had combined annual sales of about

Burns still maintains a head office in Calgary and continues to operate food distributor Scott National, irricking company TCT Canada, and Snowcress Packers, a B.C. fruit and vegetable business

1996-10-30 Calgary Herald pg.D4

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2 HISTORICAL CONTEXT

Vancouver's Vancouver College. Burns' will left one third of his estate to the Burns Memorial Fund, which was bequeathed to three groups: widows and orphans of Calgary's police force; widows and orphans of Calgary's fire brigade; and children of Calgary in need of support and care. The fund exists today and is comprised of the Children's Fund and the Police Fund and the Fire Fund. In 2008, Burns was named Alberta's greatest citizen.

In 1996, Maple Leaf Foods took over the Burns Foods empire.

The P. Burns and Co. shop was one of the early commercial businesses in Port Moody, constructed during the pre-war construction boom and is associated with one of the most successful and well-known Canadians of the early twentieth century.



nd. 2419 Clarke Street [PMHS 2018.019.025]



1999(ca.) 2419 Clarke Street [DLA. Heritage Inventory. City of Port Moody, 1999]

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3 STATEMENT OF SIGNIFICANCE

P. BURNS & CO. BUTCHER SHOP 2419 CLARKE STREET, PORT MOODY, B.C.

Description of the Historic Place

The P. Burns and Co. Butcher Store is a two-storey wood-frame commercial building that stands in a grouping of similar small-scale commercial buildings along Clarke Street, the original commercial and retail centre of Port Moody.

Heritage Value of the Historic Place

The P. Burns and Co. Butcher Store has community value for its association with the early commercial activity of the city, and for its ties to a prominent retailing chain. It is of historical importance as it served a growing population drawn by an economy that stabilized around the lumber industry at the turn of the nineteenth century and was part of the growing commercial area that serviced the community at the time.

The store is significant as part of a successful western Canadian industrial and retail empire. Built for P. Burns and Co. circa 1908-09, it formed part of the company's extensive chain of retail butcher stores. Patrick Burns (1856-1937) was born in Oshawa, Ontario, and with little formal schooling, he began to freight goods from Winnipeg and trail neighbours' cattle to the Winnipeg market. By 1885, he was buying cattle full-time. His business grew with the railway boom and he expanded his interests into ranching, packing, and the retail meat trade. In 1890, he settled in Calgary and built an abattoir, supplying it with beef from his own ranches. He expanded into British Columbia in 1895. By the time of the First World War he was established internationally and had become one of Canada's most successful business people. Burns was appointed as a Canadian senator in 1931.

The store is of value as a rare surviving example of a 'Boomtown' or false-front commercial building. Once typical, there are now few intact examples in the Lower Mainland of British Columbia. Built with an extended front parapet to increase the apparent size of the building and to provide increased opportunity for signs, these vernacular structures proliferated in early communities throughout western Canada. This is a very sophisticated example of the style, with paired

projecting front bays on the second floor that increase the scale and prominence of the building, and side gable wall dormers that open onto a second floor residential suite. The large storefront opening uses the maximum amount of glazing both to increase display space and also take advantage of natural lighting.

The P. Burns and Co. Butcher Store survives in virtually original condition and has been completely and authentically restored, and provides an important link to the early commercial history and development of Port Moody

Character-Defining Elements

Key elements that define the heritage character of the P. Burns & Co. Butcher Shop are its:

- landmark siting at the edge of a remaining cluster of historic commercial buildings along Clarke Street
- two storey form, with relative scale increased through the use of a false-front parapet and paired second floor projecting front bays
- mixed uses, with retail at ground level and residential above
- inset central storefront entry; offset entry to upper floor
- front gable roof with side gable wall dormers
- original exterior features such as lapped wooden siding, cornerboards and trim
- double-hung wooden-sash 1-over-1 windows on the second floor
- rectangular storefront opening with maximum glazing including transom windows
- surviving original interior features such as wooden floors and wooden door and window trim

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Top: South side of 2400 2400 Block, Clarke Street, looking East (Port Moody Station Museum #971.36.1). Note P. Burns & Co. Butcher Shop is the second building from the left on the original mercantile strip of Port Moody.

Bottom: South Side of Block 2400 Facing East Circa WW2 (Collection of Valerie Julian). Concrete sidewalk has replaced the original wood decking that existed along Clarke Street. Note the presence of painted signs on all of the commercial buildings advertising their businesses, typical of the era.



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Attachment 3

4 CONSERVATION GUIDELINES

4.1 GENERAL CONSERVATION STRATEGY

The primary intent is to preserve the existing historic structure, while undertaking a rehabilitation that will upgrade its structure and services to increase its functionality for residential uses. As part of the scope of work, character-defining elements will be preserved, while missing or deteriorated elements will be restored.

In line with the City of Port Moody's 2000 Official Community Plan, the P. Burns & Co. Butcher Shop has been identified as one of the remaining original commercial structures that saw the rise of the city's original commercial and residential downtown core

Proposed Redevelopment Scheme

The development scheme for this property has been prepared GBL Architects, and includes the relocation, restoring and rehabilitating the historic mixed-used structure towards the southwest corner of the redevelopment. The relocation seeks to preserve and restore the last remaining example of a 'Boomtown' false-facade commercial all-wood structure along Spring Street and Queens Plaza.

The major proposed interventions of the overall project are to:

- Relocation of the historic building to the southwest corner along Spring Street Promenade and Queens Plaza;
- Preservation of surviving, original exterior character-defining elements of the historic mixed-use P. Burns & Co. Butcher Shop on the front (north), west, east and south side elevations:
- Restoration of exterior character-defining elements that have been altered or damaged over time:
- Restoration of window assemblies and storefront;
- Rehabilitation of non character-defining internal structure, rear (south) elevation, and side (west) elevation; and
- Construction of a new adjacent multi-unit residential development on surrounding site.

Relocation of Historic Building

The relocation of an historic building on an existing lot is the least intrusive relocation approach with regards to loss of historic context and invasive work to the structure. The following *Relocation Guidelines* should be implemented for the relocation of the P. Burns & Co. Butcher Shop:

- A relocation plan should be prepared prior to relocation that ensures that the least destructive method of relocation will be used.
- Alterations to the historic structure proposed to further the relocation process should be evaluated in accordance with the Conservation Plan and reviewed by the Heritage Consultant. This can involve removal of later additions that are not enhancing the heritage value and historic appearance of the historic building.
- Only an experienced and qualified contractor shall undertake the physical relocation of the historic structure.
- Preserve historic fabric of the exterior elevations including the [include characterdefining elements that require retention and preservation. For brick chimney(s): Preserve the original brick chimney(s) projecting vent in situ and relocate with the main structure if possible. Alternatively reconstruct chimney with salvaged bricks to match historic appearance, if unable to relocate with the historic building due to structural reasons.]
- Appropriate foundation materials shall be used at the new site, which can include reinforced concrete foundations and floor slab. The final relative location to grade should match the original as closely as possible, taking into account applicable codes.
- Provide utility installations for electricity, communication and other service connections underground if possible. All installations located above ground should be incorporated harmoniously into the design concept for the relocated structure.

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4 CONSERVATION GUIDELINES

4.2 STANDARDS AND GUIDELINES

The P. Burns & Co. Butcher Shop is a municipally designated and protected building, and is a significant historical resource in the City of Port Moody. Parks Canada's Standards & Guidelines for the Conservation of Historic Places in Canada is the source used to assess the appropriate level of conservation and intervention. Under the Standards & Guidelines, the work proposed for the P. Burns & Co. Butcher Shop includes aspects of preservation, restoration, and rehabilitation.

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

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

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

Interventions to the P. Burns & Co. Butcher Shop should be based upon the Standards outlined in the Standards & Guidelines, which are conservation principles of best practice. The following General Standards should be followed when carrying out any work to an historic property.

Standards & Guidelines: Conservation Decision Making Process

UNDERSTANDING

- REFER TO HERITAGE VALUE AND CHARACTER-DEFINING ELEMENTS
 An historic place's heritage value and character-defining elements are identified through formal recognition by an authority or by nomination to the Canadian Register of Historic Places.
- INVESTIGATE AND DOCUMENT CONDITION AND CHANGES
 On-site investigation as well as archival and oral history research should be carried out as a basis for a detailed assessment of current conditions and previous maintenance and repair work.

PLANNING

- MAINTAIN OR SELECT AN APPROPRIATE & SUSTAINABL USE
 End the right fit between the use and the historic place to ensurexisting new use will last and provide a stable context for ougoir conservation.
- IDENTIFY PROJECT REQUIREMENTS
 Deline the needs of existing or future users, and determine the scope
 and cost of conservation work to establish matistic objective. Define
 promities and organize the work in lost fall thoses.
- DETERMINE THE PRIMARY TREATMENT
 White any consorvation project may involve aspects of more that
 one of the three conservation treatments, it helps to decide durin
 the planning stage whether the project falls under Preservation.
- REVIEW THE STANDARDS
 The Standards are central to the process of preserving, rehabilitating a performance of preserving and performance.
- . FOLLOW THE GUIDELINES

J

INTERVENING

- UNDERTAKE THE PROJECT WORK
 Familiarize those working on the project with the planned
 conservation approach and to ensure they understand the scope of
 the project. Hiring processes for consultants and contractors should
 identify the need for heritage expertise and experience.
- CARRY OUT REGULAR MAINTENANCE
 The best long-term investment in an historic place is adequate and appropriate maintenance. Develop and implement a maintenance plan that includes a schedule for regular inspection to pro-actively and the properties of the pro-actively and the properties of the pro-actively and the pro-actively and the pro-actively are pro-actively.

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4 CONSERVATION GUIDELINES

STANDARDS

Standards relating to all Conservation Projects

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

Additional Standards relating to Rehabilitation

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

Additional Standards relating to Restoration

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

4.3 CONSERVATION REFERENCES

The proposed work entails the Preservation/ Restoration/Rehabilitation of the exterior of the P. Burns & Co. Butcher Shop. The following conservation resources should be referred to:

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Standards and Guidelines for the Conservation of Historic Places in Canada, Parks Canada, 2010. http://www.historicplaces.ca/en/pages/standards-pormes/document.aspx

National Park Service, Technical Preservation Services. Preservation Briefs:

Preservation Brief 3: Improving Energy Efficiency in Historic Buildings.

http://www.nps.gov/tps/how-to-preserve/briefs/3improve-energy-efficiency.htm

Preservation Brief 6: Dangers of Abrasive Cleaning to Historic Buildings.

http://www.nps.gov/tps/how-to-preserve/briefs/6-dangers-abrasive-cleaning.htm

Preservation Brief 9: The Repair of Historic Wooden Windows.

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

Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.

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

Preservation Brief 11: Rehabilitating Historic Storefronts.

http://www.nps.gov/tps/how-to-preserve/ briefs/11-storefronts.htm

Preservation Brief 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches.

http://www.nps.gov/lps/how-to-preserve/ briefs/24-heat-vent-cool.htm

Preservation Brief 25: The Preservation of Historic Signs.

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

Preservation Brief 31: Mothballing Historic Buildings.

http://www.nps.gov/tps/how-to-preserve/ briefs/31-mothballing.htm Preservation Brief 32: Making Historic Properties Accessible.

http://www.nps.gov/tps/how-to-preserve/ briefs/32-accessibility.htm

Preservation Brief 33: The Preservation and Repair of Historic Stained and Leaded Glass. http://www.nps.gov/tps/how-to-preserve/briefs/33-stained-leaded-glass.htm

Preservation Brief 35: Understanding Old Buildings: The Process of Architectural Investigation.

http://www.nps.gov/tps/how-to-preserve/ briefs/35-architectural-investigation.htm

Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing. http://www.nps.gov/tps/how-to-preserve/ briefs/37-lead-paint-hazards.htm

Preservation Brief 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings. http://www.nps.gov/tps/how-to-preserve/briefs/39-control-unwanted-moisture.htm

Preservation Brief 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront.

http://www.nps.gov/tps/how-to-preserve/ briefs/41-seismic-retrofit.htm

Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings. http://www.nps.gov/tps/how-to-preserve/ briefs/47-maintaining-exteriors.htm

Preservation Brief 49: Historic Decorative Metal Ceilings and Walls: Use, Repair, and Replacement. https://www.nps.gov/tps/how-to-preserve/ briefs/49-decorative-metal.htm

4.4 SUSTAINABILITY STRATEGY

Heritage conservation and sustainable development can go hand in hand with the mutual effort of all stakeholders. In a practical context, the conservation

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and re-use of historic and existing structures contributes to environmental sustainability by reducing solid waste disposal, saving embodied energy, and conserving historic materials that are often less consumptive of energy than many new replacement materials.

In 2016, the Federal Provincial Territorial Ministers of Culture & Heritage in Canada (FPTMCHC) published a document entitled, *Building Resilience: Practical Guidelines for the Retrofit and Rehabilitation of Buildings in Canada* that is "intended to establish a common pan-Canadian 'how-to' approach for practitioners, professionals, building owners, and operators alike."

The following is an excerpt from the introduction of the document:

[Building Resilience] is intended to serve as a "sustainable building toolkit" that will enhance understanding of the environmental benefits of heritage conservation and of the strong interrelationship between natural and built heritage conservation. Intended as a useful set of best practices, the guidelines in Building Resilience can be applied to existing and traditionally constructed buildings as well as formally recognized heritage places.

These guidelines are primarily aimed at assisting designers, owners, and builders in providing existing buildings with increased levels of sustainability while protecting character-defining elements and, thus, their heritage value. The guidelines are also intended for a broader audience of architects, building developers, owners, custodians and managers, contractors, crafts and trades people, energy advisers and sustainability specialists, engineers, heritage professionals, and officials responsible for built heritage and the existing built environment at all jurisdictional levels.

Building Resilience is not meant to provide case-specific advice. It is intended to provide guidance with some measure of flexibility, acknowledging the difficulty of evaluating the impact of every scenario and the realities of projects where buildings may contain inherently sustainable elements but limited or no heritage value. All interventions must be evaluated based on their unique context, on a case-by-case basis, by experts equipped with the necessary knowledge and experience to ensure a balanced consideration of heritage value and sustainable rehabilitation measures.

Building Resilience can be read as a standalone document, but it may also further illustrate and build on the sustainability considerations in the Standards and Guidelines for the Conservation of Historic Places in Canada.

4.5 ALTERNATE COMPLIANCE

As a listed building on the Municipal Heritage Register / municipally designated site, the P. Burns & Co. Butcher Shop may be eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following municipal legislation.

4.5.2 BRITISH COLUMBIA BUILDING CODE

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

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and exiting requirements. Table A-1.1.1., found in Appendix A of the Code, outlines the "Alternative Compliance Methods for Heritage Buildings."

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

4.5.3 ENERGY EFFICIENCY ACT

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

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

4.5.4 HOMEOWNER PROTECTION ACT

The Homeowner Protection Act was implemented in 1998 as a means to strengthen consumer protection for the purchase of new homes. The act was passed following a commission of enquiry into the leaky condo crisis, and was intended on protecting homeowners by ensuring home warranty insurance

was provided on new construction, covering two years on labour and materials, five years on the building envelope and 10 years on the structure of the home. As the Act was intended to regulate new construction, considerations were not taken of buildings that have remained in sound condition for a many number of years that already far exceeded what the HPA requires for a warranty on a new home. The act did not take into consideration the protection of heritage projects, and consequently resulted in the loss of significant heritage fabric through the requirement of new windows and rainscreen wall assemblies on residential heritage rehabilitation projects. An example being the requirement to remove original wooden siding that has successfully protected the building for 100 years, and replace it with a rainscreen assembly that is only warrantied for five years. Not only was valuable heritage fabric lost, but new materials will likely not last nearly as long as the original.

Amendments to the Homeowner Protection Act Regulation made in 2010 allow for exemptions for heritage sites from the need to fully conform to the BC Building Code under certain conditions, thus removing some of the barriers to compliance that previously conflicted with heritage conservation standards and guidelines. The changes comprised:

- an amendment to the Homeowner Protection Act Regulation, BC Reg. 29/99 that allows a warranty provider, in the case of a commercial to residential conversion, to exclude components of the building that have heritage value from the requirement for a warranty, and
- clarification of the definition of 'substantial reconstruction.' The latter clarification explains that 75% of a home must be reconstructed for it to be considered a 'new home' under the Homeowner Protection Act, thus enabling single-family dwelling to multi-family and strata conversions with a maximum of 75% reconstruction to be exempt from home warranty insurance. The definition of a heritage building is consistent with that under the Energy Efficiency Act.

The P. Burns & Co. Butcher Shop falls into the second category, as the proposed project involves

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DNSERVATION GLIDFI II

retaining a high degree of the original structure and less than 75% of the building will be reconstructed. Consequently, this project is not considered a substantial reconstruction as per the amended definition in the Homeowners Protection Act, and will be exempt from the requirement of a warranty. This amendment will enable a higher degree of retention and preservation of original fenestration, siding and woodwork.

4.6 SITE PROTECTION & STABILIZATION

It is the responsibility of the owner to ensure the heritage resource is protected from damage at all times. At any time that the P. Burns & Co. Butcher Shop is left vacant, it should be secured against intrusion and vandalism through the use of appropriate fencing and security measures. This is especially important if the building is missing windows or doors, or if they have been removed temporarily, or the structure is left elevated for any period of time. Security measures may include mothballing the historic property and/or hiring a security guard for the duration of the work. Generally, once a heritage property is no longer undergoing conservation work and is under occupancy of its owners, lockable doors and lower level windows and continued monitoring by the owners should be adequate protection. A comprehensive site protection plan should be developed in discussion between owner, contractor and/or architect. Plan may be reviewed by Heritage Consultant, is desired.

In the event that the P. Burns & Co. Butcher Shop is damaged or destroyed, the owner will be required to pay the damages and may face additional fines. Section 21.2 under the Preservation Intervention category of the Heritage Conservation Act states "if the minister considers that property protected under section 13 (2) is subject to damage or deterioration and is being unreasonable neglected by the owner, the minister may order the owner, on terms and conditions and to specifications that the minister considers appropriate, to preserve the property at the expense of the owner or at the expense of the owner and the government on a cost sharing basis".

The P. Burns & Co. Butcher Shop is currently vacant and the structure should be temporarily closed up to protect it from the weather and to prohibit unauthorized access.

The following checklist will ensure that work items for the protection during the temporary mothballing of the historic structure are not inadvertently omitted and the listed heritage resource secured:

Moisture

- □ Is the roof watertight?
- □ Is exterior cladding in good condition to keep
- Is the site of the temporary location properly graded for water run-off?



Four Pillars of Sustainability [City Plan 2030 - City of Norwood

Ventilation

- □ Have steps been taken to ensure proper ventilation of the building?
- ☐ Have interior doors been left open for ventilation purposes?
- Has the secured building been checked within the last 3 months for interior dampness or excessive humidity?

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4 CONSERVATION GUIDELINES

| Pests | | | | | | | |
|--|--|--|--|--|--|--|--|
| | Have nests/pests been removed from the | | | | | | |
| | building's interior and eaves? | | | | | | |
| | Are adequate screens in place to guard against pests? | | | | | | |
| | Has the building been inspected and treated for termites, carpenter ants, rodents, etc.? | | | | | | |
| Sec | Security | | | | | | |
| | Are smoke and fire detectors in working order? | | | | | | |
| | Are wall openings boarded up and exterior | | | | | | |
| | doors securely fastened? | | | | | | |
| | Are plans in place to monitor the building on a | | | | | | |
| | regular basis? | | | | | | |
| | Are the keys to the building in a secure but | | | | | | |
| | accessible location? | | | | | | |
| | Are the grounds being kept from becoming | | | | | | |
| | overgrown? | | | | | | |
| | Have the following been removed from the | | | | | | |
| | interior: trash, hazardous materials such as | | | | | | |
| | inflammable liquids, poisons, and paints and | | | | | | |
| | canned goods that could freeze and burst? | | | | | | |
| | Is the site securely fenced and regularly | | | | | | |
| _ | patrolled? | | | | | | |
| | Is the building signed identifying it as a | | | | | | |
| | protected heritage building with a phone | | | | | | |
| | number for citizens to call with questions or | | | | | | |
| | concerns or report vandals? | | | | | | |
| The aforementioned items will assist in protecting the | | | | | | | |
| listed heritage resource that is currently unoccupied | | | | | | | |
| during the planning process until actual site work | | | | | | | |

commences.

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5 CONSFRVATION RECOMMENDATIONS

A condition review of the P. Burns & Co. Butcher Shop was carried out during a site visit in June 2021. In addition to the visual review of the exterior of the building, paint samples were taken from exterior building materials and examined. The recommendations for the preservation and rehabilitation of the historic façade are based on the site review, material samples and archival documents that provide valuable information about the original appearance of the historic building.

The following section describes the materials, physical condition, and recommended conservation strategies for the P. Burns & Co. Butcher Shop based on Parks Canada Standards & Guidelines for the Conservation of Historic Places in Canada.

5.1 SITE

Once the historic town centre, this protected cityregistered heritage structure is located on Clarke Street which is in the Moody Centre Heritage Conservation Area.

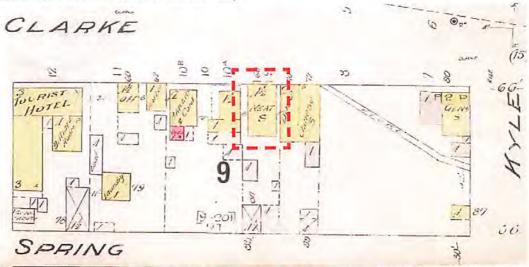
Current urban design trends along Clarke Street has shifted towards large, mixed-use developments which has made the P. Burns Butcher Shop's building, out of scale and context in its existing environment. If left in its current location, light and ventilation will be diminished as larger buildings encroach.

The historic building is to be relocated from its current location on Clarke Street to the nearby proposed Springs Street Promenade, adjacent to Queens Street Plaza. This southwest corner location align the P. Burns & Co. Butcher Shop along a proposed pedestrian path and strategically relocates the heritage structure in a mews environment, where its significance is maximized.

All heritage resources within the site should be protected from damage or destruction at all times. Reference Section 4.6: Site Protection & Stabilization for further information.

Conservation Strategy: Relocation and Rehabilitation

- Relocate historic building to southwest corner of the redevelopment facing Spring Street Promenade.
- Rehabilitate surrounding site to accommodate proposed development while remaining appropriate to the historic residential context.



Detail close-up of City Block No. 9 and outline of P. Burns Butcher Shop. 1915 Port Moody (Fire Insurance Plan) Chas. E. Goad, 1907 (rev. 1915) Sheet 03 [LACL-jpg.

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Last surviving heritage commercil structure along Clarke Street, the P. Burns & Co. Butcher Shop was built in 1908 to 1909 by Patrick Burns & Co., Calgary, as part of their extensive chains of butcher stores. It remains as the only surviving example of a 'Boomtown' false-facade. This was achieved by which the front of the building rises to form a parapet (upper wall) above the roof line which makes for a more impressive facade.



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5 CONSERVATION RECOMMENDATIONS

- Any drainage issues should be addressed through the provision of adequate site drainage measures.
- Design new infill structures that are "physically and visually compatible with, subordinate to, and distinguishable from the historic place" as recommended in Standard 11.

5.2 FORM, SCALE & MASSING

P. Burns & Co. Butcher Shop features a commercial form, scale and massing as expressed by its

false-front facade with an extended parapet that increases the height of the building to provide more prominence and opportunities for larger signages. Behind this false-facade is a two-storey rectangular building, with front / rear roof gables and a pair of side dormers on the east and west elevations.

Conservation Strategy: Preservation

- Preserve the overall form, scale and massing of the building.
- The historic false-front facade with its storefront at its base; side entry to the upper



Existing facade of P. Burns & Co. Butcher Shop August 2021.

"This building is in virtually original condition, and has been completely and authentically restored including the reconstructed upstairs suite."

Excerpt from the book, Heritage Inventory for the City of Port Moody, by Donald Luxton & Associates, 1999. Page 26.

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Attachment 3



August 2021 East Elevation of building features a stepped poured-inplace concrete foundation following the slope of the site. The intent is to relocate the heritage building to its new location on Spring Street corner Queens Street.



level and two projecting bay windows on the upper level should be retained along with the side and rear elevations.

5.3 FOUNDATIONS

The heritage building sits on an original concrete foundation, which was not inspected at time of review.

The existing foundation will be demolished as part of the relocation plan and new foundations will be

constructed. Careful attention should be executed to ensure the exterior walls above grade, particularly the front façade, are not damaged during relocation and rehabilitation work.

Conservation Strategy: New

- New foundations are required at proposed location of house. Concrete is a suitable material. New material should match original in appearance, as viewed from the exterior.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade by a

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5 CONSERVATION RECOMMENDATIONS

course of gravel or decorative stones, which help prevent splash back and assist drainage. New vegetation may assist in concealing the newly exposed foundations, if desired.

5.4 EXTERIOR WOOD-FRAME WALLS

The exterior elevations features wood frame construction with original sidings and trims. The Edwardian-style design features include drop wood siding on the all elevations which appear to be original to the building. Exposed original drop wood siding is in varying degrees of condition ranging from fair to poor with evidence of degradation and moisture damage, though appears to be mostly sound.

In general, the exterior wood-frame walls appear to be in good condition with signs of minor deterioration in the form of discolouration and staining, broken or missing pieces, and holes from redundant fasteners. The exterior walls also show biological growth in localized areas, which indicate moisture retention, and potential water ingress particularly in areas where sun exposure is limited. Further investigation is required to determine extent of damage and condition of original material Original material will be retained while altered or damaged material will be replaced in-kind.

Conservation Strategy: Preservation and Restoration

- Due to the integrity of wood frame structure, the exterior walls should be preserved through retention and in-situ repair work.
- Preserve the original wood-frame structure of the historic building.
- Preserve original siding on all elevations, if possible, and clean surface for repainting.
- Replace damaged siding to match existing in material, size, profile and thickness.
- Design structural or seismic upgrades so as to minimize the impact to the character-defining elements
- Cleaning procedures should be undertaken with non-destructive methods. Areas with biological growth should be cleaned using a soft, natural bristle brush, without water, to remove dirt and other material. If a more

Right: South facing weathered original drop wood siding of false-front facade in varying states of deterioration. Visible signs of pest infiltration is clearly evident on sections of the exposed sidings. Warping and buckling as a result of excessive moisture us visible. Overall exposure to weather and time has exposed all surfaces and is in need of proper maintenance.



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Current state of drop wood sidings on east and north elevations of the building. August 2021. Evidence of cracks, splitting, breaking of wood is visible. Peeling flaking and staining of paint on the facade after decades of exposure to the elements.

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Attachment 3

5 CONSERVATION RECOMMENDATIONS

intense cleaning is required, this can be accomplished with warm water, mild detergent (such as D/2 Biological Solution®) and a soft bristle brush. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.

5.4.1 WOOD TRIM

The historic building features original wood trim and is extant on the exterior elevations, including corner boards, and parapet. All trims appears to be in fair to good condition and should be preserved and repaired, as required. Further investigation is required to determine condition of each wood trim element. Any missing trim should be reinstated to match original.

Conservation Strategy: Restoration

 Any existing trim should be preserved, and new material that is visually physically compatible with the original should be reinstated when original fabric is missing. Combed and/or textured lumber is not acceptable. Hardi-plank or other cementitious boards are not acceptable

5.4.2 ENTABLATURE & PARAPET CAP FLASHING

The existing entablature and metal flashing over the false-front facade's appears to have been replaced since it was built. Deterioration of the wood coping and metal flashing due to exposure of its underside to rain and water was noted during visual inspection from the ground level. Crown mouldings have been removed on either ends of the entablature.

No access to the roof during the site visit was possible and further investigation on its condition will be made at a later date to determine the appropriate interventions to its conservation.

Conservation Strategy: Rehabilitation

- Evaluate the overall condition of the parapet cap flashing to determine whether more than protection, maintenance and limited repair or replacement in kind is required.
- Remove corrosion that may be discovered upon close inspection, patch and repair, caulk joints as required and apply appropriate primer for galvanized surface.
- Repair or replace deteriorated flashing, as





Current state of entablature and metal flashing on left and right sides of the false-front 'Boomtown' facade. Note missing crown mouldings on the returns.

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Two sets of extant roof dormers on the East and West elevations of the building with one-over-one, double-hung wood windows appear to have been restored and preserved. Further investigation to determine its condition to be done when possible.







Two extant projecting hexagonal bays above the storefront with three operable double-hung, one-over-one extant wood windows appear to have been restored and preserved.

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5 CONSERVATION RECOMMENDATIONS

required. Repairs should be physically and visually compatible.

 If new flashings are installed, ensure that the colour is compatible with the overall colour scheme.

5.5 FENESTRATION

"Windows, doors and storefronts are among the most conspicuous feature of any building. In addition to their function — providing light, views, fresh air and access to the building — their arrangement and design is fundamental to the building's

appearance and heritage value. Each element of fenestration is, in itself, a complex assembly whose function and operation must be considered as part of its conservation."

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

5.5.1 WINDOWS

Two projecting hexagonal bays above the storefront facing Clarke Street have three original framed double-hung all wood window assemblies. Extant double-hung windows were also observed on the roof dormers by the east and west elevations.

SPECIFICATIONS FOR NEW WINDOWS AND WINDOW COMPONENTS

For replacement wood windows or window sash, the following specifications need to be met by the manufacturer in order to produce a compliant replica windows or components:

- · New wood windows to match the appearance and character of the original wood windows.
- · New wood windows to be through mortise and tenon construction.
- · Each side of the window sash will be made from one piece of wood; splices are not acceptable
- The use of finger-jointed wood is not acceptable.
- · Wood to be solid kiln dried Douglas Fir.
- · Frames:
 - Heads and Jambs: solid flat grain Douglas Fir
 - Stops: solid vertical grain Douglas Fir
 - Sills: solid vertical grain kiln dried Douglas Fir.
- Sash horns (if present on original windows) must be replicated as an integral part of the side sash. Pinned or glued-on horns are not acceptable.

SPECIFICATIONS FOR NEW WOOD STOREFRONTS

For replacement wood windows or window sash, the following specifications need to be met by the manufacturer in order to produce a compliant replica windows or components:

- New wood storefronts to match the appearance and character of the original storefronts.
- · Wood to be solid kiln dried Douglas Fir.
- Each part of the storefront will be made from one piece of wood; splices are not acceptable
- · The use of finger-jointed wood is not acceptable.

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5 CONSERVATION RECOMMENDATIONS

Typical of 'Boomtown' false facades of the era, projecting bay windows extended the scale and proportion of a one-storey building by giving it vertical emphasis and prominence from the ground level. The use of window dormers on either sides of the building's upper level also employed this technique while bringing in more light and air.

Conservation Strategy: Restoration and Preservation

- Inspect for condition and complete detailed inventory to determine extent of recommended repair or replacement.
- Retain existing window sashes; repair as required; install replacement matching sashes where missing or beyond repair.
- Preserve and repair as required, using in kind repair techniques where feasible.
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances.
- Each window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced. When removing broken glass, the exterior putty should be carefully chipped off with a chisel and the glazier's points should be removed. The wood where the new glass will be rested on should be scraped and cleaned well, and given a coat of linseed oil to prevent the wood from absorbing the oil from the new putty. The new glass should be cut 1/16-1/8th smaller than the opening to allow for expansion and irregularities in the opening, to ensure the glazing does not crack due to natural forces. Window repairs should be undertaken by a contractor skilled in heritage
- Replacement glass to be single glazing, and visually and physically compatible with existing.
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.

5.5.2 DOORS

Twin wood-framed glass doors with double action spring saloon door hinges are original to the storefront's central entrance and a similar single wood-framed glass door for access to the upper level remain extant on the east side of the front elevation. A rear door on the south elevation has been observed but not reviewed at the time of this review and will have to be verified.



Original door opening on east side of the front elevation provides direct access from Clarke Street. Note metal mail slot, door hardware original to the paneled combination 2/3 glass and (3) Three panelled door.

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5 CONSERVATION RECOMMENDATIONS



Existing double swing doors of main level commercial space facing Clarke Street. Note original metal mail slot on left paneled combination 3/4 glass and (1) One paneled door.

All extant door assemblies original to the heritage structure should be refurbished, repaired and restored as part of the conservation.

Conservation Strategy: Preservation and Restoration

- Retain the door openings in their original locations, and preserve and repair all original door in kind.
- New doors should be visually compatible with the historic character of the building.

5.5.3 STOREFRONT

The existing false-front storefront retains original fine woodworking details still evident on all its vertical and horizontal wood framing. The centrally located double doors and are framed by two large display windows with a solid base and overhead transoms. Adjacent to the commercial storefront towards the east is the entry doorway that leads to the upper level. The residential doorway is framed by an overhead transom. All window glazing appears to have been replaced with new.



Existing Storefront wood elements: Tapered central posts with chamfered edges flanking main doorway, transom window horizontal banding across entire building facade equally divided into 8 panels, 3 of which are operable; 2 oversized window displays over paneled storefront base; 2 corner end posts and signage banding over transoms framing the main level units.

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Further investigation is necessary to verify the condition of entire storefront and its components in order to determine the best approach for its conservation.

Conservation Strategy: Restoration

- Preserve original storefront elements, as possible, including posts, mouldings, trim and cladding.
- Rehabilitate storefront system, where required.
- Integrate commercial signs and new lighting systems as required.

5.6 ROOF

The two storey mix-use building features a simple front-gabled roof that is also reflected on the rear elevation and two dormers on opposite sides of the building. The existing roof is clad in asphalt and is not original to the time it was constructed. The traditional material for pitched roofs would have been cedar shingles and its reinstatement is encouraged.

Conservation Recommendation: Rehabilitation

- Preserve the roof structure in its current configuration, as expressed by its existing pitched roof and dormers.
- If required, roofing membrane and cladding

- system may be rehabilitated. Cedar shingles are the preferred material.
- Retain the original bargeboards and fascia boards, as well as the soffit any exposed roof elements.
- Design and install adequate rainwater disposal system and ensure proper drainage from the site is maintained. Wood gutters with galvanized steel downspouts are recommended. Aluminum in appropriate colours is also acceptable. Paint or provide specification of drainage system elements according to colour schedule devised by Heritage Consultant.

5.6.1 CHIMNEY

The building features two internal brick chimneys. Access was not available at the time of investigation, and further inspection is required. Condition and structural integrity of both original chimneys are unknown. Visual observation from the ground level shows extensive biological growth on both chimneys; possible structural failure; in need of cleaning; remortaring and repointing.

Chimney may be rehabilitated or dismantled and re-built as per relocation requirements, and should replicate historic original as per archival photos, as possible





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Conservation Recommendation: Rehabilitation

- Preserve the chimneys in its original configuration, if possible.
- Both chimneys may require structural stabilization.
- Investigate condition of brickwork. If required, brickwork may be repointed and cleaned using a natural bristle brush and mild rinse detergent.



Extant chimney on the northeast side of the roof towards to front of the building at the apex of the gable roof

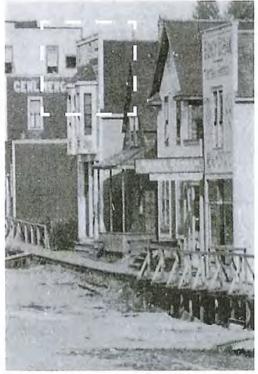


Extant chimney on the southwest side of the roof at the rear of the building.

5.7 SIGNAGE

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

As part of the redevelopment, the facade fronting Clarke Street would benefit from a paint analysis to uncover painted ghost signs of the past that might have been original to the structure at the time it was built.



Dashed lines of painted 'P. Burns & Co.', above projecting bay windows advertising their business.

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Conservation Strategy: Restoration and Rehabilitation

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

- New painted signs can be inspired by signs from an earlier era that are original to the building.
- Sign fixings or hangers should be carefully attached to the building in the least intrusive manner possible. On masonry walls, consider attaching into mortar rather than brick or stone.
- Signs were historically illuminated with front lighting.

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4 CONSERVATION GUIDELINES

5.8 EXTERIOR COLOUR SCHEDULE

Part of the conservation process is to finish the building in historically appropriate paint colours. The following preliminary colour scheme has been derived by the Heritage Consultant, based on-site paint sampling and microscopic paint analysis. The colours have been matched to Benjamin Moore's Historical True Colours Palette. Further on-site analysis is required for final colour confirmation once access is available.

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

Conservation Strategy: Preserve / Rehab / Restore

- Restore with appropriate historic colour scheme for exterior painted finishes, as per colour table.
- Alternate options to be reviewed by heritage consultant.

PRELIMINARY COLOUR TABLE: P. BURNS & CO. BUTCHER SHOP, 2419 CLARKE STREET, PORT MOODY, B.C.

| Element | Colour* | Code | Sample | Finish |
|--|----------------|-------|--------|------------|
| Front Facade: Window Frames | Black | VC-35 | | Gloss |
| Window Sashes | Harris Green | VC-21 | | Gloss |
| Front Facade: Door | Black | VC-35 | | High Gloss |
| Storefront: Transom frames & Sashes, wood mouldings | Oxford Ivory | VC-1 | | High Gloss |
| Horizontal drop wood sidings | Strathcona Red | VC-27 | | Semi-Gloss |
| Corner trims, watertable board | Oxford Ivory | VC-1 | | Semi-Gloss |

^{*}Paint colours matched from Benjamin Moore's Historical Vancouver True Colours

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6 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the P. Burns & Co. Butcher Shop. The Maintenance Plan should include provisions for:

- Copies of the Maintenance Plan and this Conservation Report to be incorporated into the terms of reference for the management and maintenance contract for the building;
- Cyclical maintenance procedures to be adopted as outlined below;
- Record drawings and photos of the building to be kept by the management / maintenance contractor; and
- Records of all maintenance procedures to be kept by the owner.

Athorough maintenance plan will ensure the integrity of the P. Burns & Co. Butcher Shop is preserved. If existing materials are regularly maintained and deterioration is significantly reduced or prevented, the integrity of materials and workmanship of the building will be protected. Proper maintenance is the most cost effective method of extending the life of a building, and preserving its character-defining elements. The survival of historic buildings in good condition is primarily due to regular upkeep and the preservation of historic materials.

6.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. As defined by the *Standards & 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 and require

less maintenance is a falsehood. Rather, newly renovated buildings require heightened vigilance to spot errors in construction where previous 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 also over time potentially save large amount of money otherwise required for later repairs.

6.2 PERMITTING

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

6.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the Standards & Guidelines for the Conservation of Historic Places in Canada, be mindful of the principle that 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 material such as concrete and stucco wall surfaces and wood elements such as storefront frames. 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, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

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6 MAINTENANCE PLAN

6.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

Interventions such as repairs and replacements must conform to the *Standards & Guidelines for the Conservation of Historic Places in Canada*. The building's character-defining elements – characteristics of the building that contribute to its heritage value (and identified in the Statement of Significance) such as materials, form, configuration, etc. - must be conserved, referencing the following principles 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.

6.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. 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. From this inspection, an inspection report should be compiled that will include notes, sketches and observations. 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. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action

can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

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-sealants, mechanical (heating) systems and drainage issues. Comprehensive inspections should occur at five-year periods, comparing records from previous inspections and the original work, particularly in monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

6.6 INFORMATION FILE

The building should have its own information file where an inspection report can be filed. This file should also contain the log book that itemizes problems and corrective action. Additionally, this file should contain building plans, building permits, heritage reports, photographs and other relevant documentation so that a complete understanding of the building and its evolution is readily available, which will aid in determining appropriate interventions when needed.

The file should also contain a list outlining the finishes and materials used, and information detailing where they are available (store, supplier). The building owner should keep on hand a stock of spare materials for minor repairs.

6.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building.

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6 MAINTENANCE PLAN

Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

Each log should include the full list of recommended maintenance and inspection areas noted in this Maintenance Plan, to ensure a record of all activities is maintained. A full record of these activities will help in planning future repairs and provide valuable building information for all parties involved in the overall maintenance and operation of the building, and will provide essential information for long term programming and determining of future budgets. It will also serve as a reminded to amend the maintenance and inspection activities should new issues be discovered or previous recommendations prove inaccurate.

The log book will also indicate unexpectedly repeated repairs, which may help in solving more serious problems that may arise in the historic building. The log book is a living document that will require constant adding to, and should be kept in the information file along with other documentation noted in section 6.6 Information File.

6.7 EXTERIOR MAINTENANCE

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.

The most common place for water to enter a building is through the roof. Keeping roofs repaired or renewed is the most cost-effective maintenance option. Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water damage problem elsewhere and should be fixed immediately.

6.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the P. Burns & Co. Butcher Shop, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

EXTERIOR INSPECTION

Site Inspection:

- Is the lot well drained? Is there pooling of water?
- □ Does water drain away from foundation?

Foundation

- □ Does pointing need repair?
- □ Paint peeling? Cracking?
- ☐ Is bedding mortar sound?
- ☐ Moisture: Is rising damp present?
- Is there back splashing from ground to structure?
- ☐ Is any moisture problem general or local?
- Is spalling from freezing present? (Flakes or powder?)
- ☐ Is spalling from sub-fluorescence present?
- ☐ Is damp proof course present?
- ☐ Are there shrinkage cracks in the foundation?
- ☐ Are there movement cracks in the foundation?
- Is crack monitoring required?
- □ Is uneven foundation settlement evident?
- Are foundation crawl space vents clear and working?
- Do foundation openings (doors and windows) show: rust; rot; insect attack; paint failure; soil build-up;
- □ Deflection of lintels?

Masonry

- Are moisture problems present? (Rising damp, rain penetration, condensation, water run-off from roof, sills, or ledges?)
- Is spalling from freezing present? Location?
- ☐ Is efflorescence present? Location?
- Is spalling from sub-florescence present? Location?
- □ Need for pointing repair? Condition of existing

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6 MAINTENANCE PLAN

| _ | pointing and re-pointings | u | is there condensation of water damage to the |
|---------|---|------------------------|--|
| | Is bedding mortar sound? | _ | paint? |
| | Are weep holes present and open? | | Are the sashes easy to operate? If hinged, do |
| | Are there cracks due to shrinking and expan- | _ | they swing freely? |
| | sion? | | Is the frame free from distortion? |
| | Are there cracks due to structural movement? | | Do sills show weathering or deterioration? |
| | Are there unexplained cracks? | | Are drip mouldings/flashing above the win- |
| | Do cracks require continued monitoring? | | dows properly shedding water? |
| | Are there signs of steel or iron corrosion? | | Is the caulking between the frame and the |
| | Are there stains present? Rust, copper, organic, | | cladding in good condition? |
| | paints, oils / tars? Cause? | | |
| | Does the surface need cleaning? | Do | ors |
| | | | Do the doors create a good seal when closed? |
| Wo | ood Elements | | Do metal doors show signs of corrosion? |
| | Are there moisture problems present? (Rising | | Is metal door sprung from excessive heat? |
| | damp, rain penetration, condensation moisture | | Are the hinges sprung? In need of lubrication? |
| | from plants, water run-off from roof, sills, or | | Do locks and latches work freely? |
| | ledges?) | | If glazed, is the glass in good condition? Does |
| | Is wood in direct contact with the ground? | | the putty need repair? |
| | Is there insect attack present? Where and prob- | | Are door frames wicking up water? Where? |
| | able source? | | Why? |
| | Is there fungal attack present? Where and | | Are door frames caulked at the cladding? Is the |
| | probable source? | | caulking in good condition? |
| | Are there any other forms of biological attack? | | What is the condition of the sill? |
| | (Moss, birds, etc.) Where and probable source? | | |
| | Is any wood surface damaged from UV radia- | Gutters and Downspouts | |
| | tion? (bleached surface, loose surface fibres) | | Are downspouts leaking? Clogged? Are there |
| | Is any wood warped, cupped or twisted? | | holes or corrosion? (Water against structure) |
| | Is any wood split? Are there loose knots? | | Are downspouts complete without any missing |
| | Are nails pulling loose or rusted? | | sections? Are they properly connected? |
| | Is there any staining of wood elements? | | Is the water being effectively carried away |
| | Source? | | from the downspout by a drainage system? |
| | | | Do downspouts drain completely away? |
| Co | ndition of Exterior Painted Materials | | |
| | Paint shows: blistering, sagging or wrinkling, | Ro | of |
| | alligatoring, peeling. Cause? | | Are there water blockage points? |
| | Paint has the following stains: rust, bleeding | | Is the leading edge of the roof wet? |
| | knots, mildew, etc. Cause? | | Is there evidence of biological attack? (Fungus, |
| | Paint cleanliness, especially at air vents? | | moss, birds, insects) |
| | . , . | | Are wood shingles wind damaged or severely |
| Windows | | | weathered? Are they cupped or split or lifting? |
| | Is there glass cracked or missing? | | Are the nails sound? Are there loose or missing |
| | Are the seals of double glazed units effective? | | shingles? |
| | If the glazing is puttied has it gone brittle and | | Are flashings well seated? |
| | cracked? Fallen out? Painted to shed water? | | Are metal joints and seams sound? |
| | If the glass is secured by beading, are the | | If there is a lightening protection system are |
| | beads in good condition? | | the cables properly connected and grounded? |
| | | | Does the soffit show any signs of water dam- |

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Attachment 3

6 MAINTENANCE PLAN

- age? Insect or bird infestation?
 □ Is there rubbish buildup on the roof?
 □ Are there blisters or slits in the membrane?
 □ Are the drain pipes plugged or standing proud?
 □ Is water ponding present?
- INTERIOR INSPECTION

Concealed spaces

- Is light visible through walls, to the outsider or to another space?
- Are the ventilators for windowless spaces clear and functional?
- Do pipes or exhausts that pass through concealed spaces leak?
- Are wooden elements soft, damp, cracked? Is metal material rusted, paint peeling or off altogether?
- Infestations are there signs of birds, bats, insects, rodents, past or present?

6.7.2 MAINTENANCE PROGRAMME

INSPECTION CYCLE:

Daily

 Observations noted during cleaning (cracks; damp, dripping pipes; malfunctioning hardware; etc.) to be noted in log book or building file.

Semi-annually

- Semi-annual inspection and report with special focus on seasonal issues.
- Thorough cleaning of drainage system to cope with winter rains and summer storms
- Check condition of weather sealants (Fall).
- Clean the exterior using a soft bristle broom/ brush.

Annually (Spring)

- Inspect concrete for cracks, deterioration.
- Inspect metal elements, especially in areas that may trap water.
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation.

- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.
- Touch up worn paint on the building's exterior.
- 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 windows every five to fifteen years.

Ten-Year Cycle

 Check condition of roof every ten years after last replacement.

Twenty-Year Cycle

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

Major Maintenance Work (as required)

 Thorough repainting, downspout and drain replacement; replacement of deteriorated building materials; etc.

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Attachment 3

APPENDIX A: RESEARCH SUMMARY

RESEARCH SUMMARY

SOURCES:

- City Directories
- · Fire Insurance Plans
- DLA. Assessment Roll Search, Port Moody, 1999 [PMHS]
- DLA. Port Moody Statements of Significance. City of Port Moody, 2004
- Heritage Register. City of Port Moody, 2015
- MacEwan, G. Pat Burns Cattle King. Western Producer Prairie Books, 1979
- Norton, D.M. Early History of Port Moody. Hancock House Publishers, 1987
- Pat Burns fonds [Archives and Special Collections, UofC F0315]
- Tracks in Time. Port Moody Heritage Society, 2012
- Soldiers of the First World War: http://www.bac-lac.gc.ca/eng/discover/military-heritage/first-world-war/first-world-war-1914-1918-cef/Pages/canadian-expeditionary-force.aspx

NEWSPAPER ARTICLES:

- 1904-04-07 Vancouver Daily Province pg.01
- 1932-06-30 Vancouver Sun pg.12
- 1932-08-23 Nanaimo Free Press pg.01
- 1932-09-02 Nanaimo Free Press pg.01
- 1933-07-14 Vancouver Sun pg.11
- 1940-02-26 Vancouver Daily Province pg.05
- 1996-10-30 Calgary Herald pg.D4

Attachment 1

Considered at the November 5, 2024, Special Council meeting

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Attachment 3

APPENDIX B

Heritage Memo: Proposed Relocation of historic P. Burns &Co. Butcher Shop towards the northwest corner of the redevelopment along Clarke and Queens Street, Donald Luxton and Associates Inc.

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Attachment 3



Tuesday, June 27, 2023

ATTN: Hesam Deihimi, Principal Placemaker Communities Inc. 407 – 221 Esplanade W North Vancouver, BC V7M 3J3 hesam@placemakergroup.ca

HERITAGE MEMO 2: Proposed relocation of historic P. Burns and Co. Butcher Shop towards the northwest corner of the redevelopment along Clarke and Queens Street.

(PMO-0925 - 2419 Clarke Street)

This heritage memo has been prepared by Donald Luxton and Associates in response to the on-going redevelopment proposal studies of GBL Architects, to relocate P. Burns & Co. Butcher Shop, an existing municipally protected heritage property along Clarke Street, towards the northwest corner along Clarke Street and Queens Plaza. After consultations with the City of Port Moody Planning Department, a revised development proposal has been drafted to incorporate the comments and suggestions brought forth in those meetings.

As noted in the Heritage Conservation Plan, the primary intent is to preserve the P. Burns & Co. Butcher Shop, and to rehabilitate the site by constructing (2) Two six-storey mixed-use buildings detached from the historic structure (to the east and south). The proposal includes, but not limited to, the following:

- Relocation of the historic structure to the northwest corner of the redevelopment within the property lines;
- Preserve surviving, original exterior character-defining elements of the historic structure;
- Preserve and/or restore original window openings, including surviving original wood window assemblies, and rehabilitate later windows with historically appropriate wood window sashes and trims; and
- Rehabilitate the west elevation to provide a side entrance facing Queens Plaza.

In the context of the ongoing redevelopment process, it was determined that the existing 1908 structure, is the only surviving example of a 'Boomtown' or false-front commercial building, after the loss of the Roe & Abernethy Grocery Store, another false-front building, to a fire a few years back. As the building sits in isolation along Clark Street, its proposed relocation to the northwest section of the redevelopment would be in line with the City of Port Moody's Heritage Conservation revitalization goals. The northwest section of the redevelopment, which has been redesigned with a lower density as the building form steps back as it increases in height, would enhance and be more sympathetic to the form, scale and massing of the heritage building. This location would give the P. Burns & Co. Butcher Shop more visibility along Queens Plaza and while preserving its original location along Clarke Street.

The following is an assessment of the intervention to the site, based on the Standards and Guidelines for the Conservation of Historic Places in Canada, Standards 11 and 12 for rehabilitation:

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Page 2 of 2

Standard 11: Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.

Comments: The (2) Two proposed, six-storey mixed-use buildings, are physically and visually compatible through the use of sympathetic materials. The overall design is complementary, as expressed by an appropriate form, scale, and massing. It is characterized by related but adapted vocabulary that does not mimic the P. Burns & Co. Butcher Shop.

The relocation of the historic P. Burns & Co. ButcherShop within the redevelopment site will retain its historic neighbourhood context, and retain its prominence, as visible from both Clarke Street and Queens Plaza.

Standard 12: Create any new additions or related new construction so that the essential form and integrity of an historic place will not be impaired if the new work is removed in the future.

Comments: The rehabilitation to the west elevation facing Queens Plaza to provide access into the main level of the P. Burns & Co. Butcher Shop does not diminish the integrity of its historic character, and can also be removed in the future. Overall, the project conforms to this Standard.

This memo is prepared in support of the planned redevelopment and its rehabilitation approach consistent with the conservation recommendations in *Standards and Guidelines* for the Conservation of Historic Places in Canada.

If you have any questions or require further clarification, please do not hesitate to contact our office.

Sincerely,

Donald Luxton, FRAIC

Principal, Donald Luxton & Associates Inc.

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Attachment 3

APPENDIX C

Architectural Plans, GBL Architects Inc.

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Attachment 3



PROJECT TEAM

CITY STAFF I City of Port Moody Planner Keyn Jones I xjones@cortmapdy.ca

ARCHITECT | GBL Architects
Jory Stevens I poychipharchitects con

LANDSCAPE ARCHITECT | LOCI MAR Enns | may Elipcidesign ca

CIVIL ENGINEER | H.Y. Engineering Darak Remoet | darak rempetitingengineering.com Kulveen Naur | Kulveen haur Bhyangineering.aom

SURVEYOR I Papeve Professional Land Surveying Inc., William Papeve | Landsurveyors@felus.net

HERITAGE | Denald Luxton & Associates Danald Luxton | helio@donaldluxton.com

ELECTRICAL | Nemetz & Associate Ltd. Ovidra Cojocara | ovidialitarimetz ca

MECHANICAL | AME Group Patrick Stewart | PatrickStewart@amegroup.ca

TRAFFIC ENGINEER | CTS Traffic Engineering Specialists

SUSTAINABILITY I KANE Consulting

PUBLIC ART | Bailard Fine Art
Jan Ballard | Jantallard Pine art

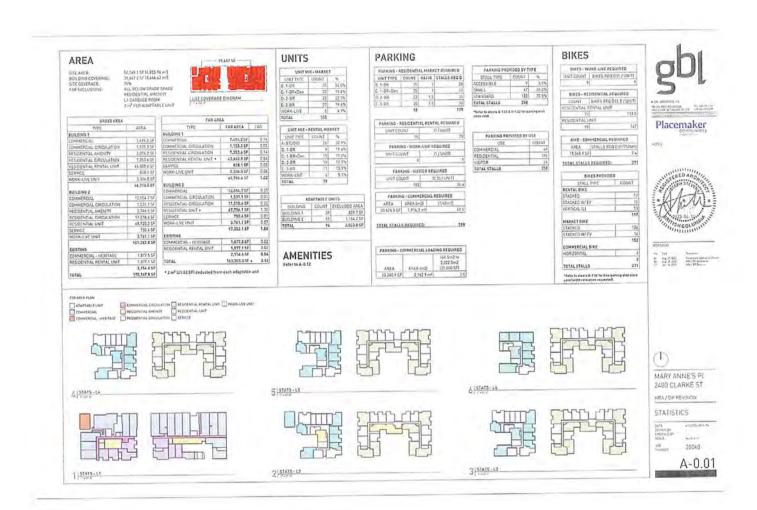
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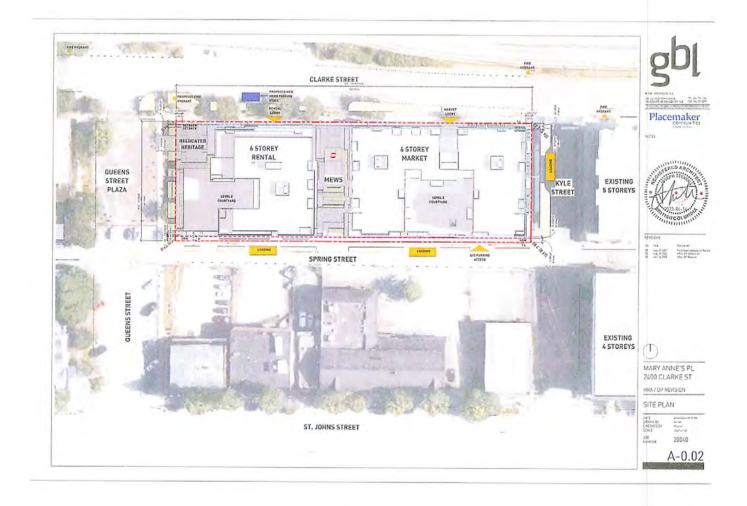
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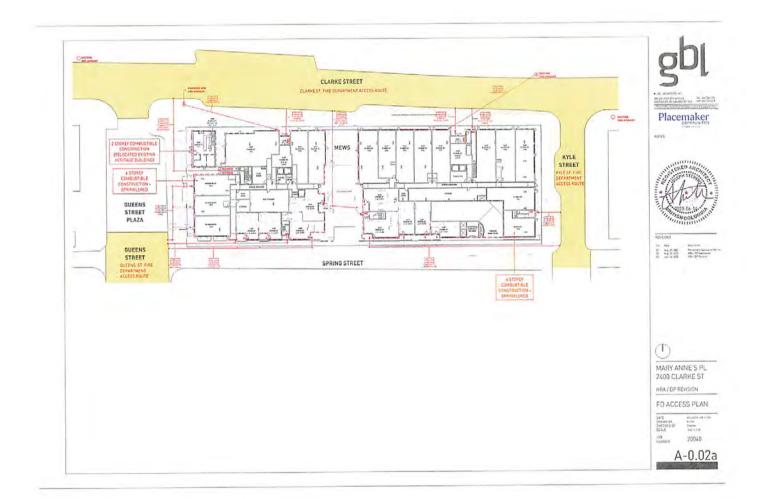
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HRA / DP REVISION | June 14, 2023



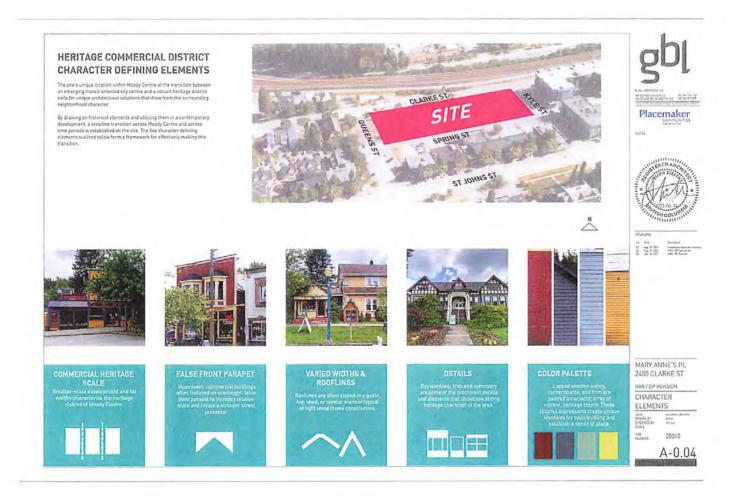


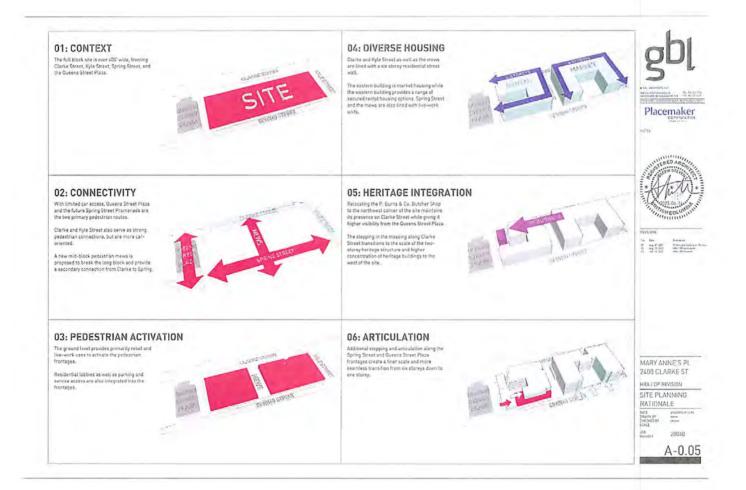
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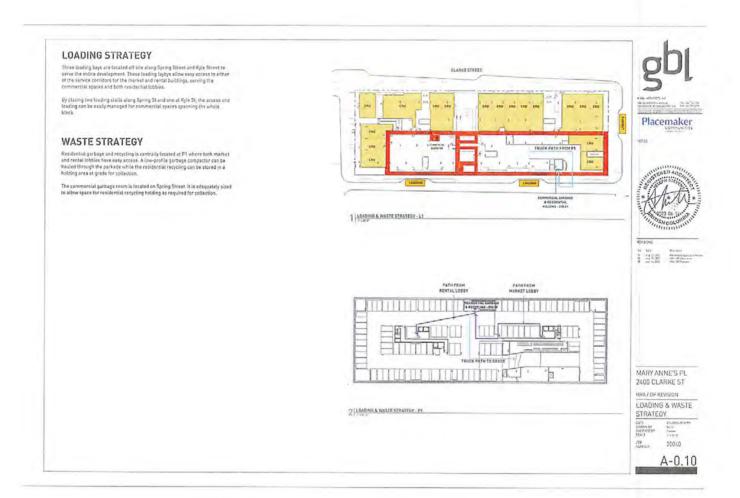




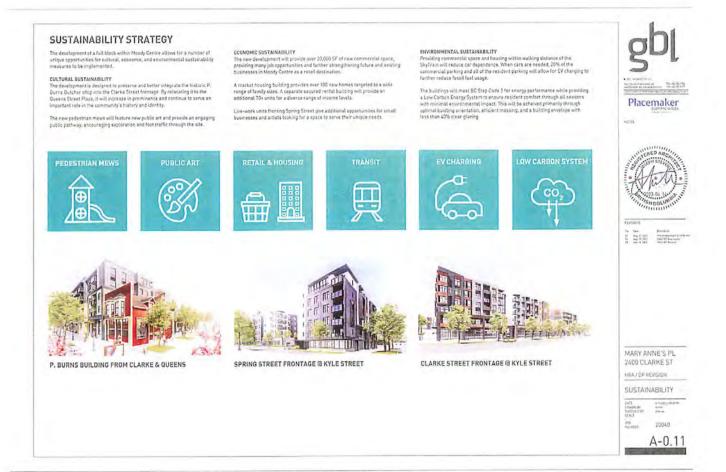


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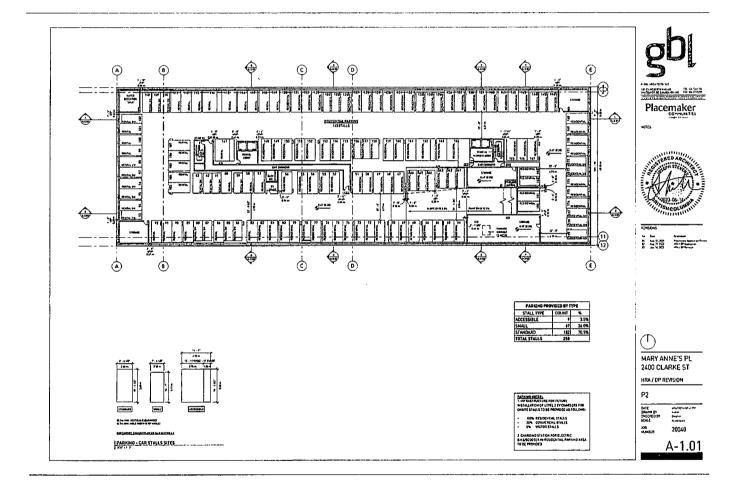
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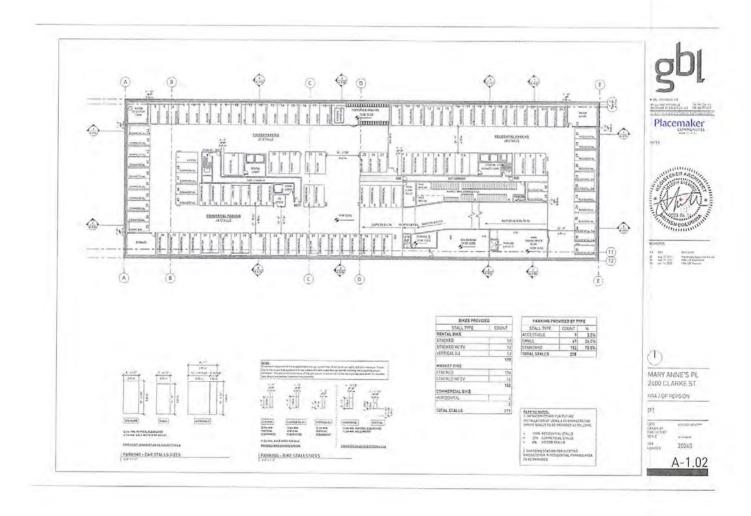
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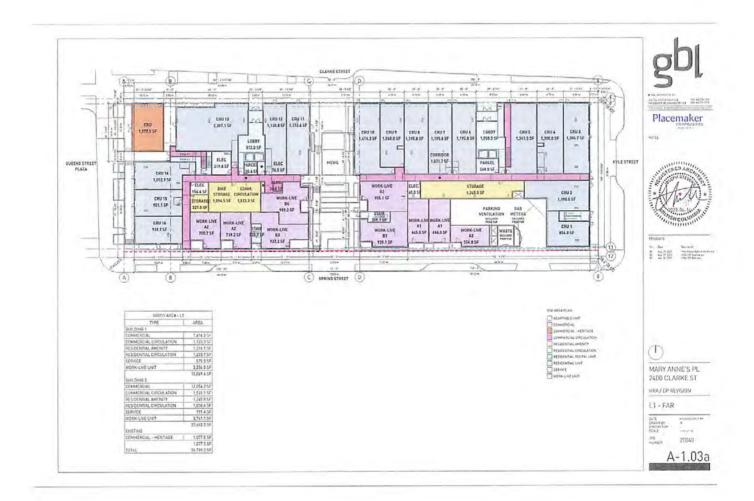
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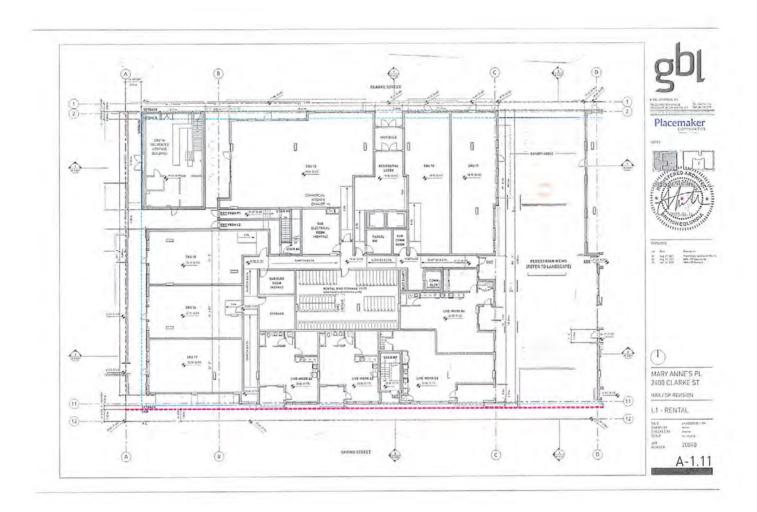
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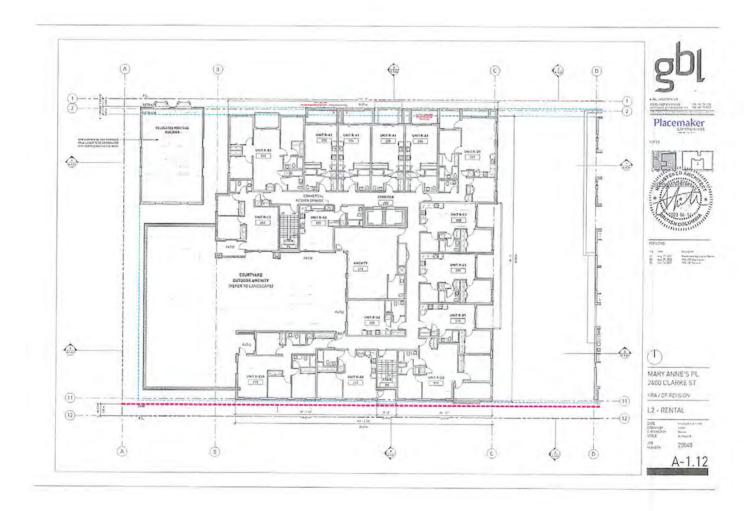


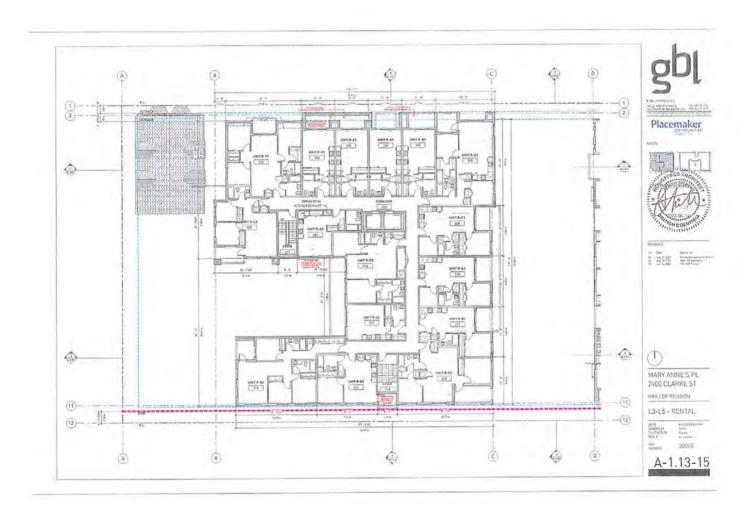
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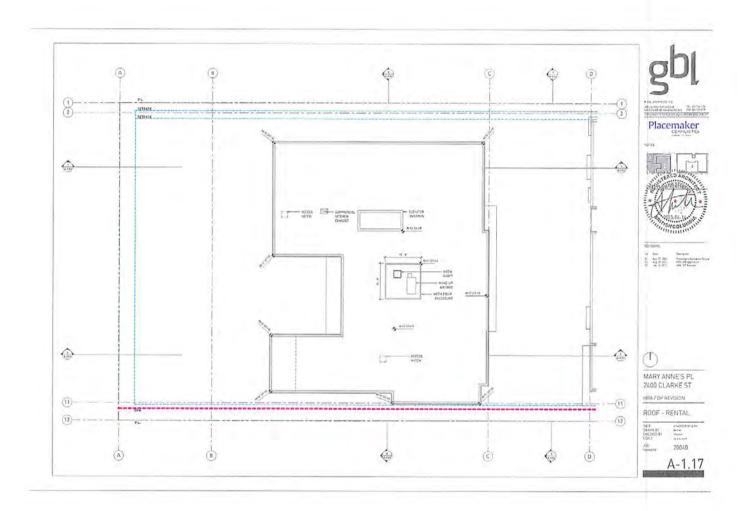


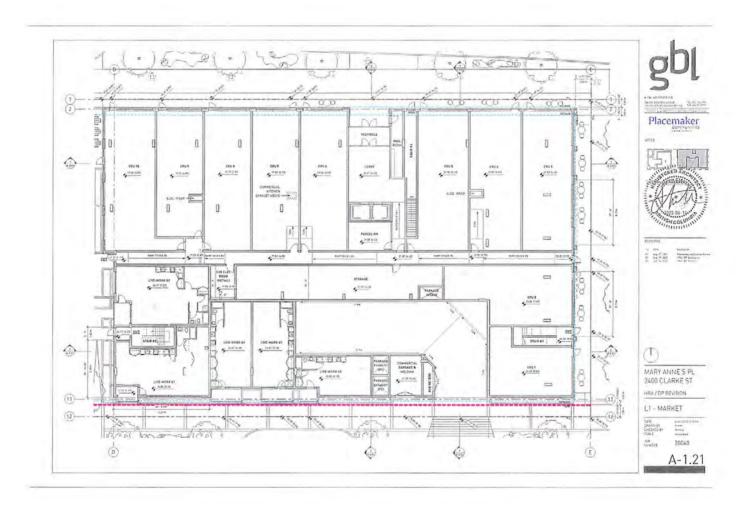




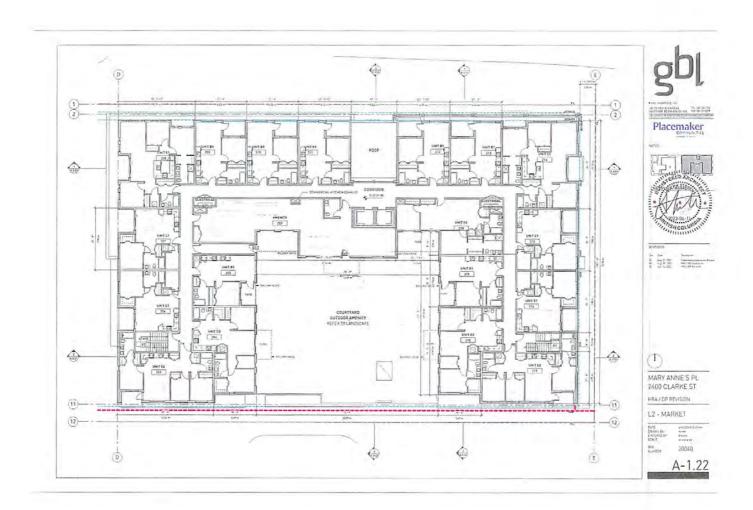




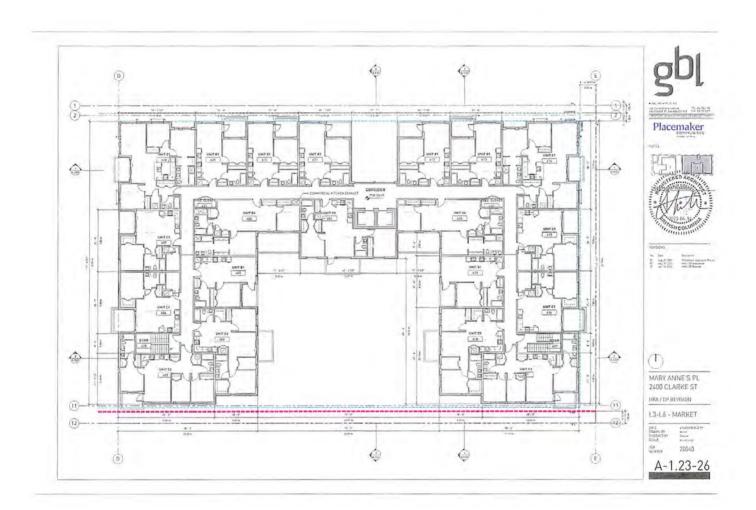


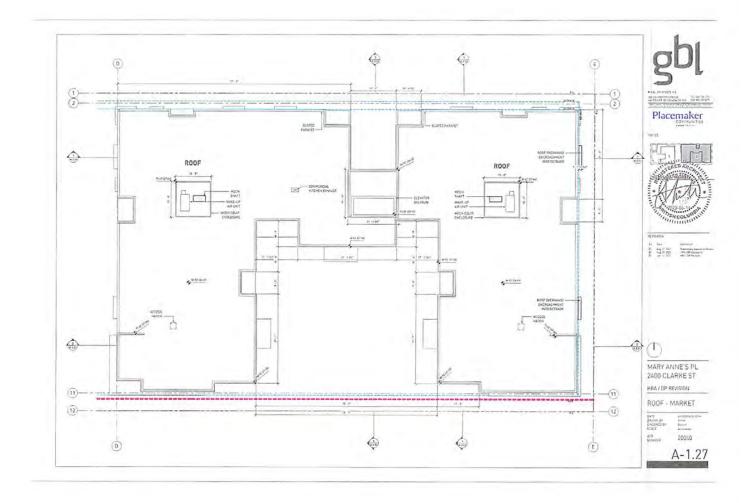


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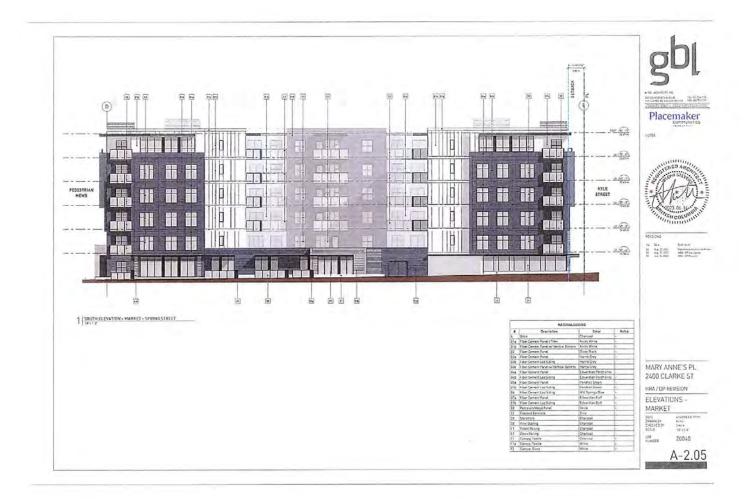






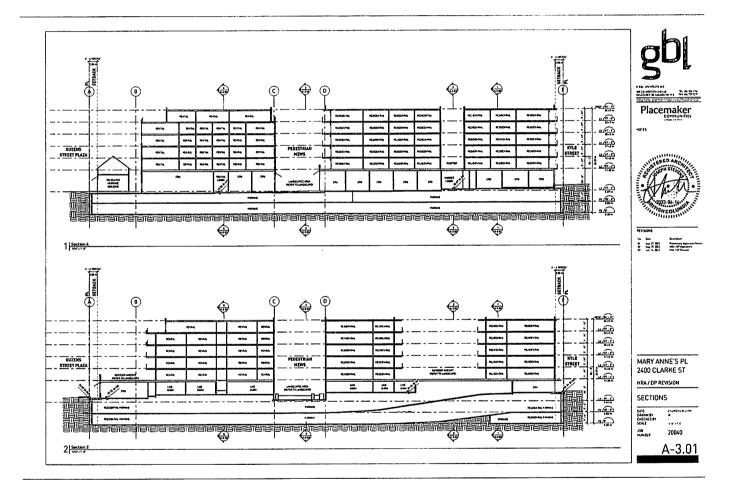


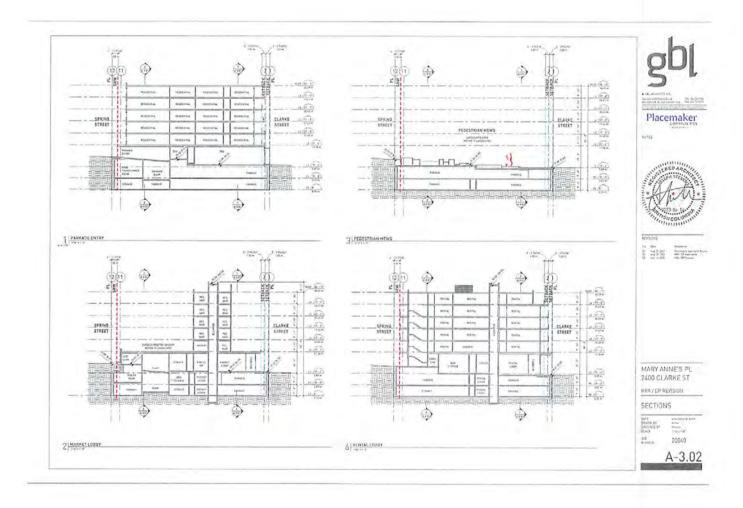
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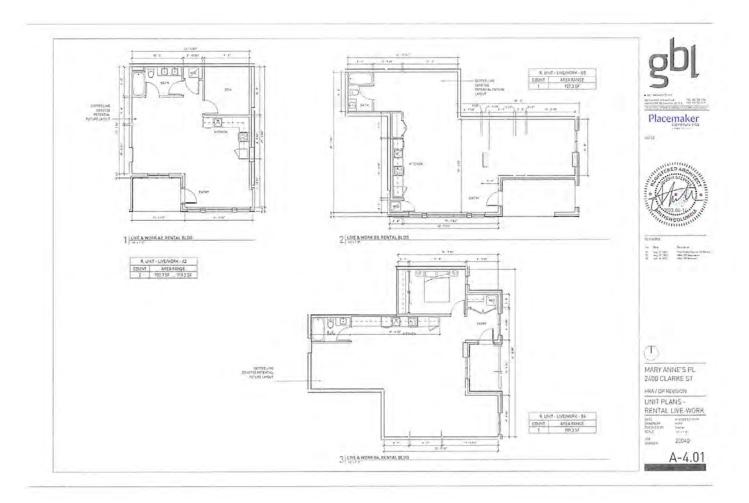


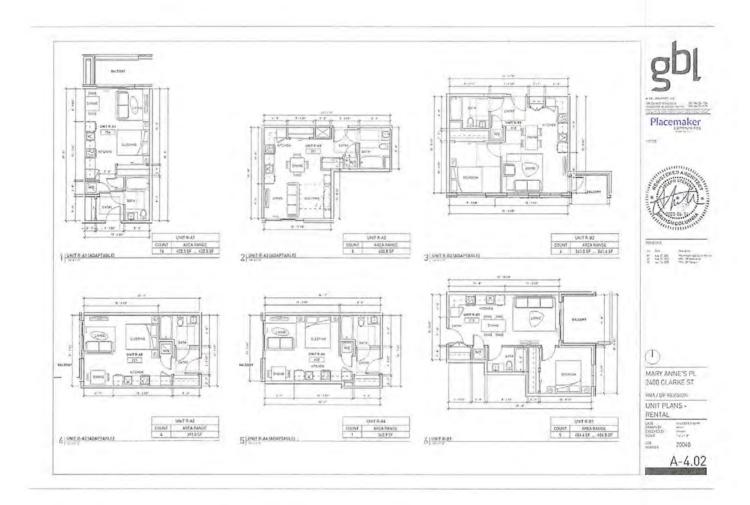


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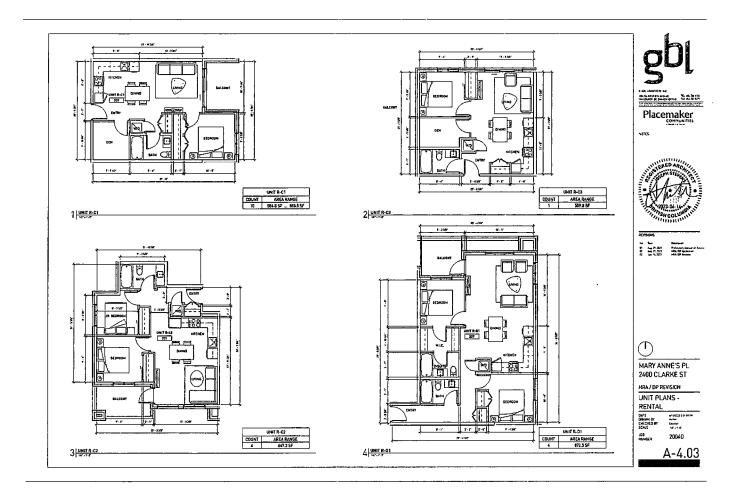






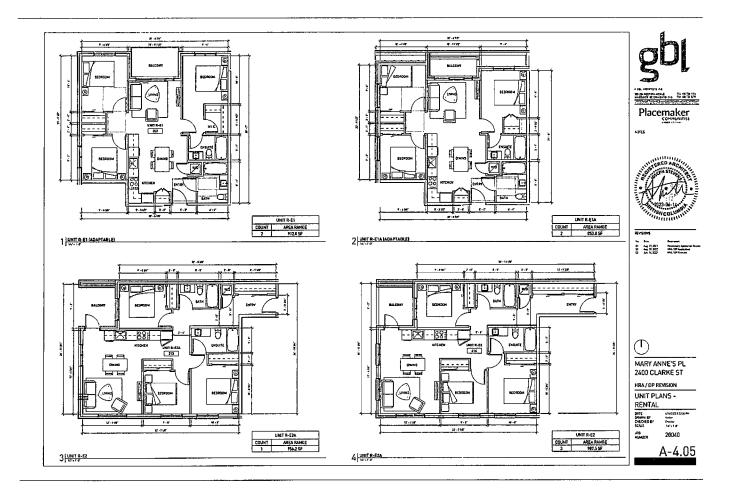


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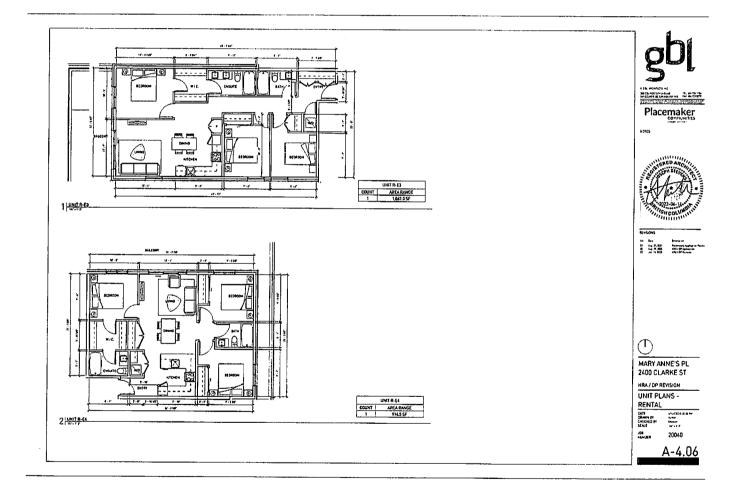




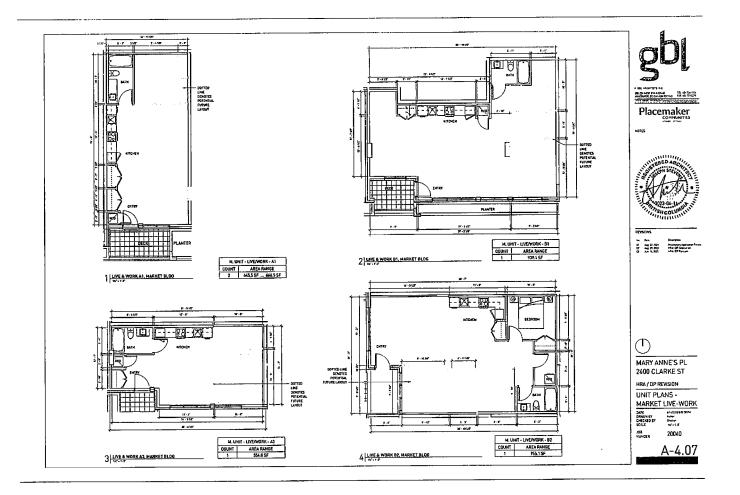
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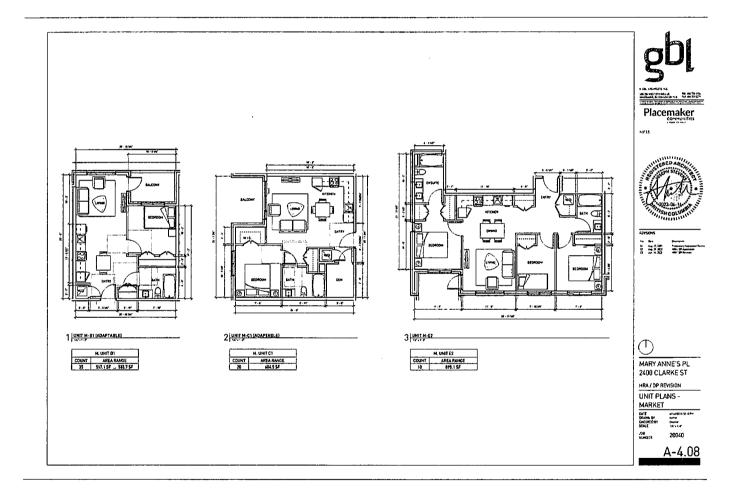
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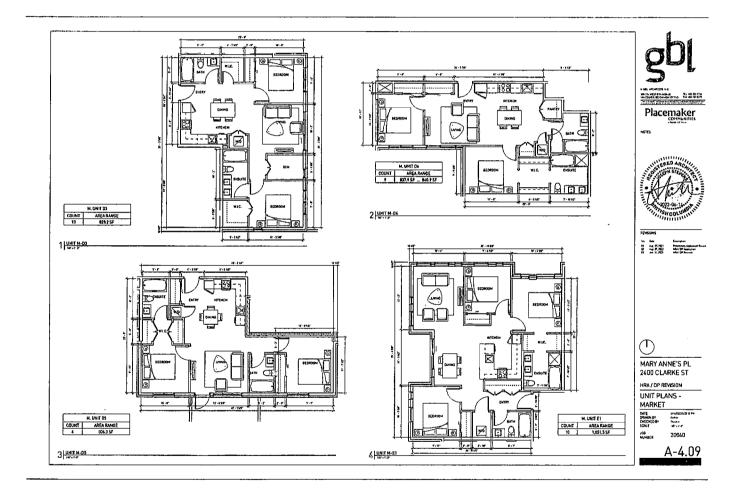
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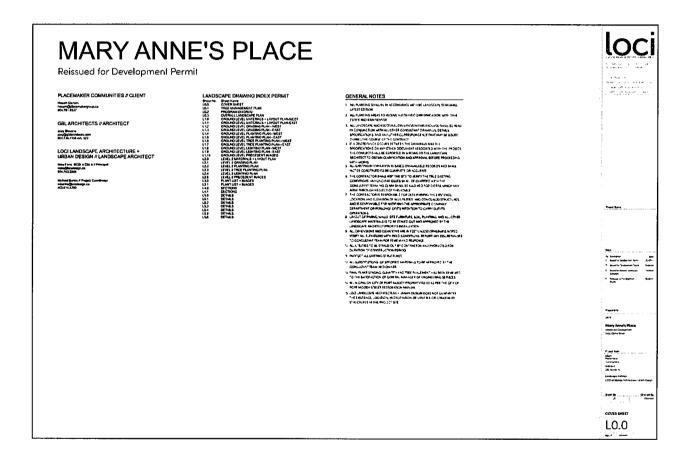
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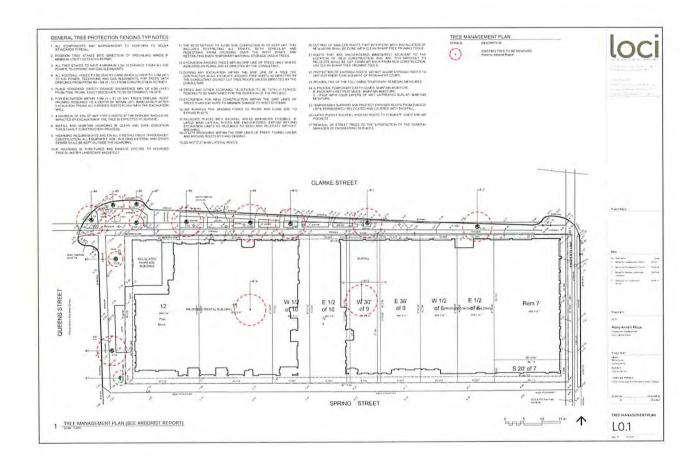
APPENDIX D

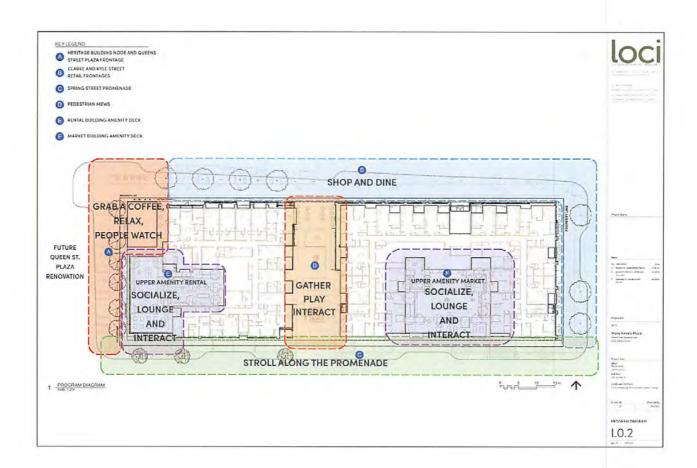
Landscape Plans, LOCI Landscape Architecture + Urban Design

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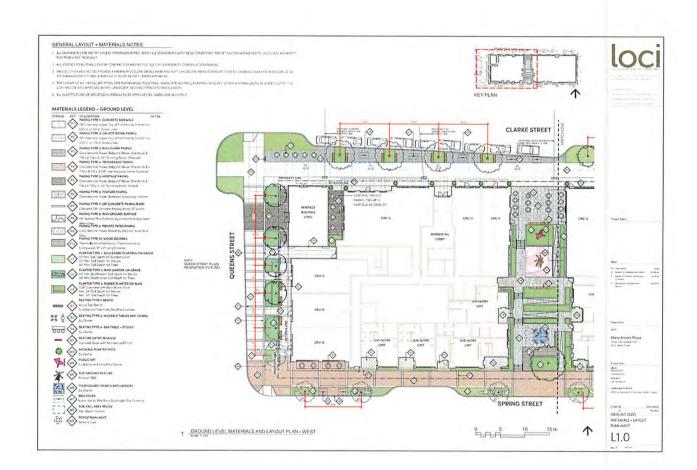


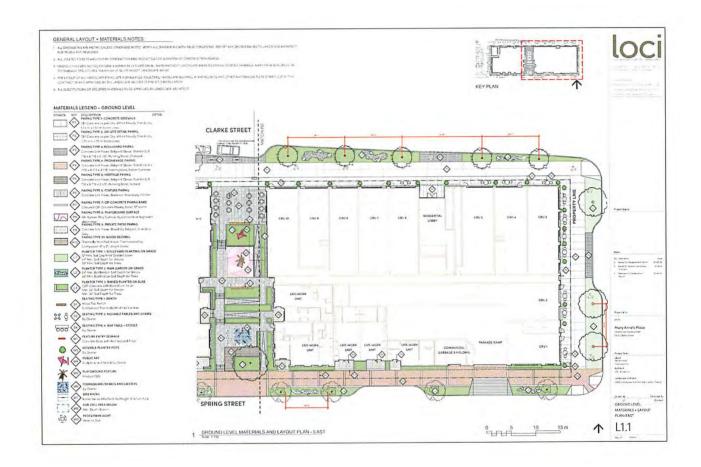
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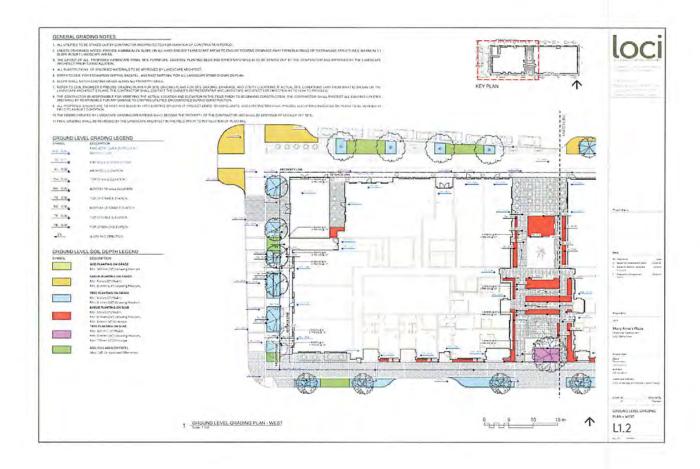


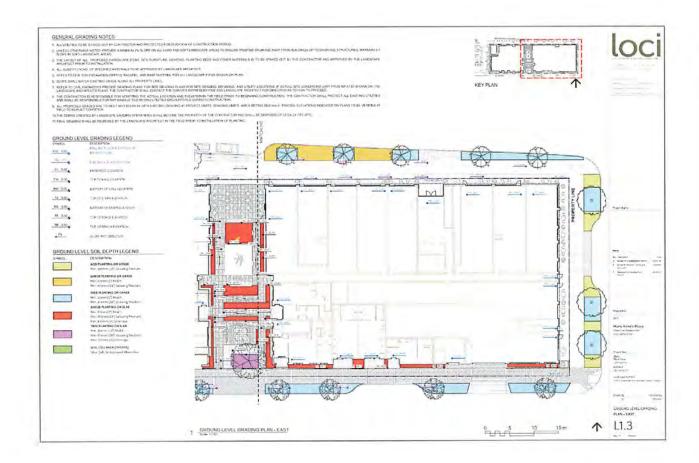


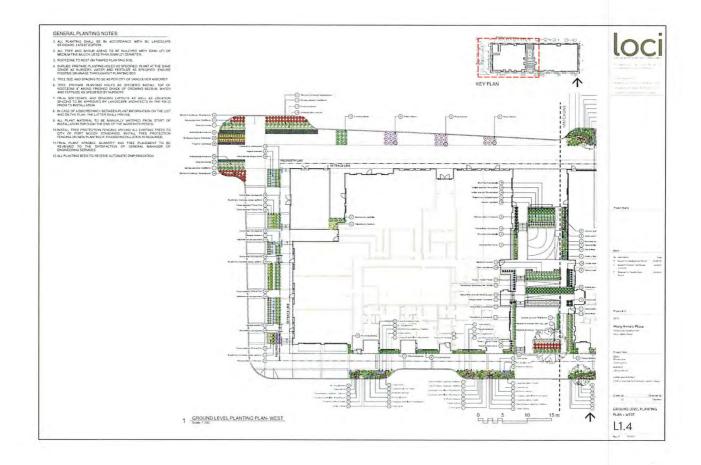




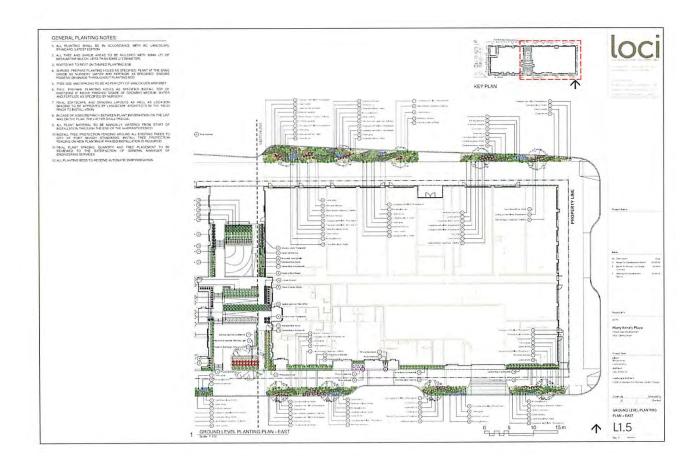


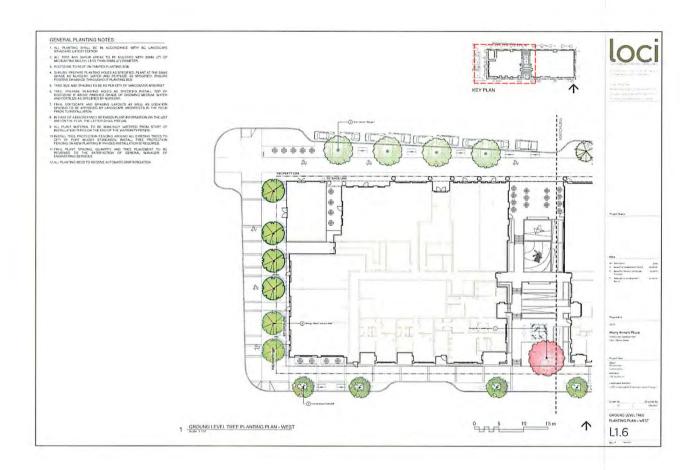


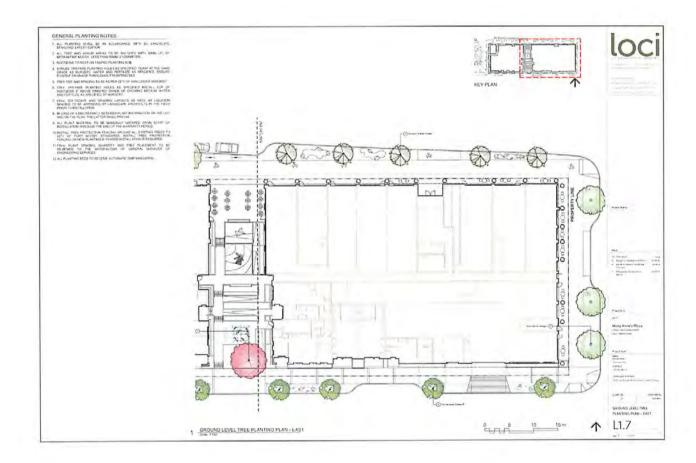


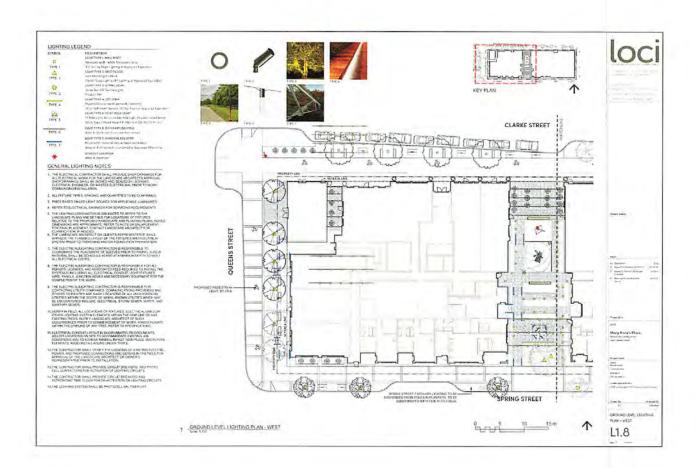


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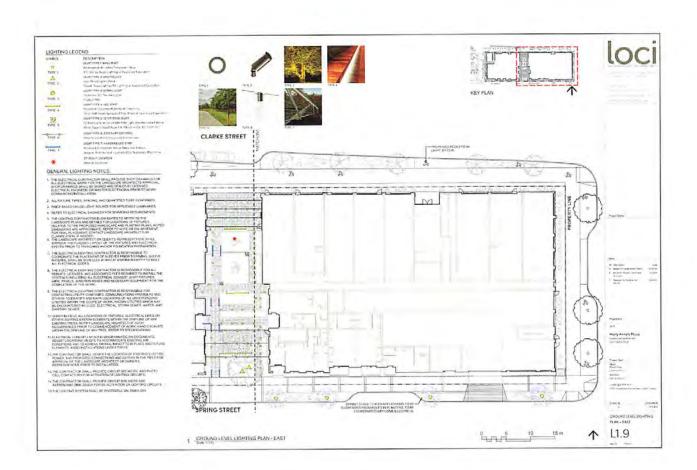






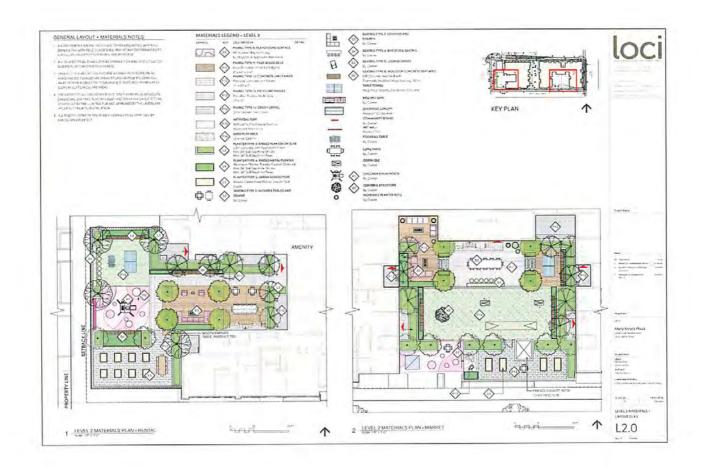


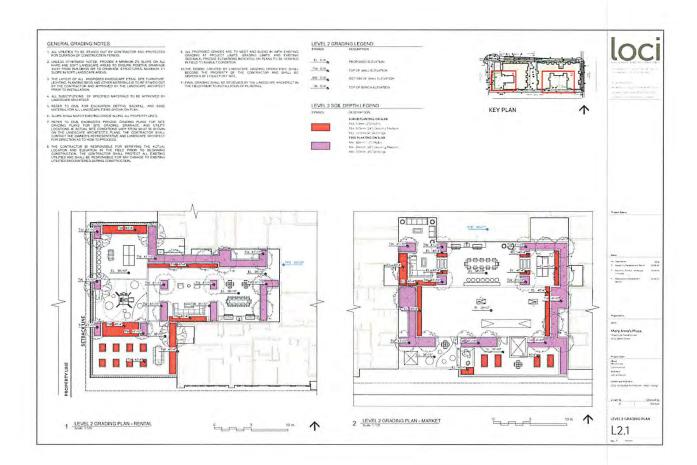
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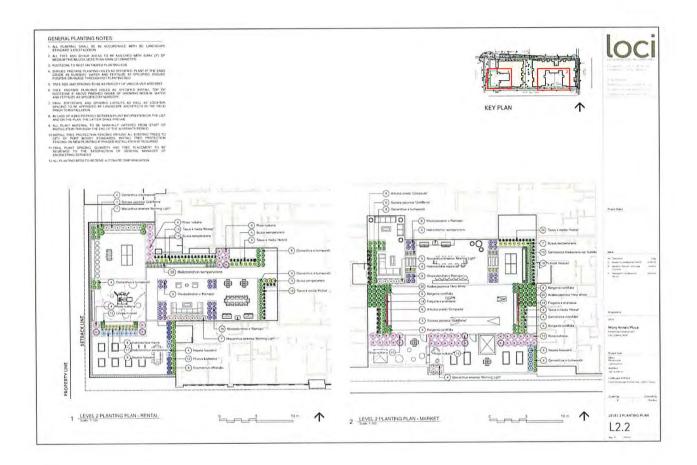




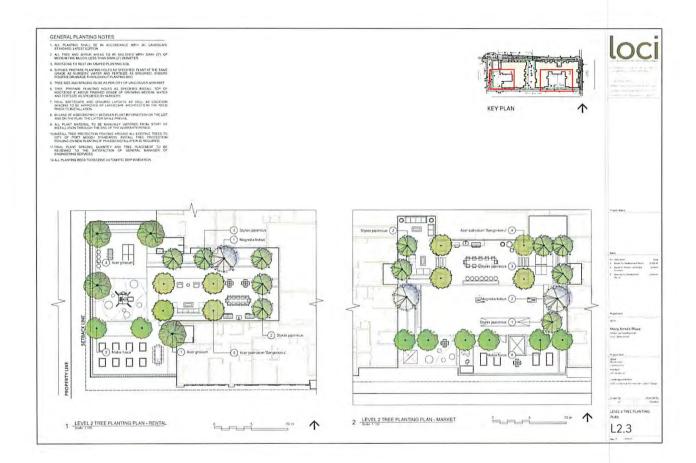
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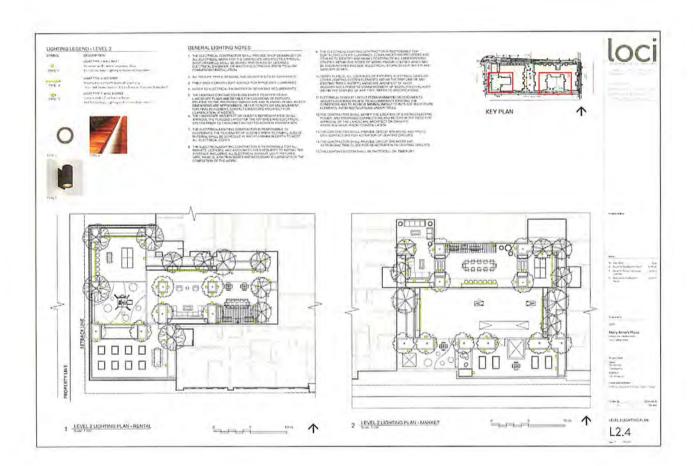


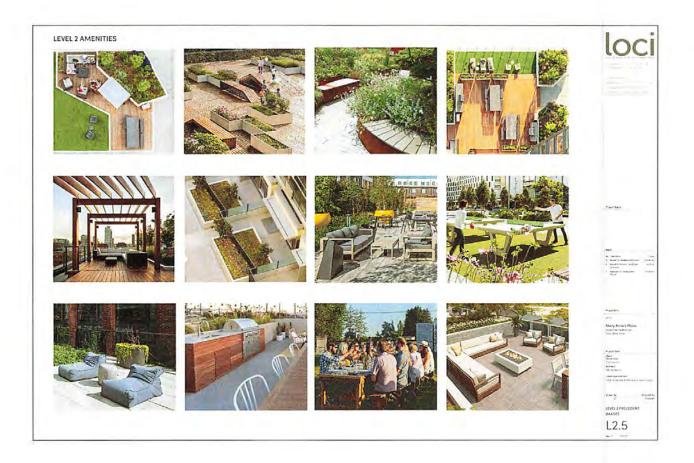




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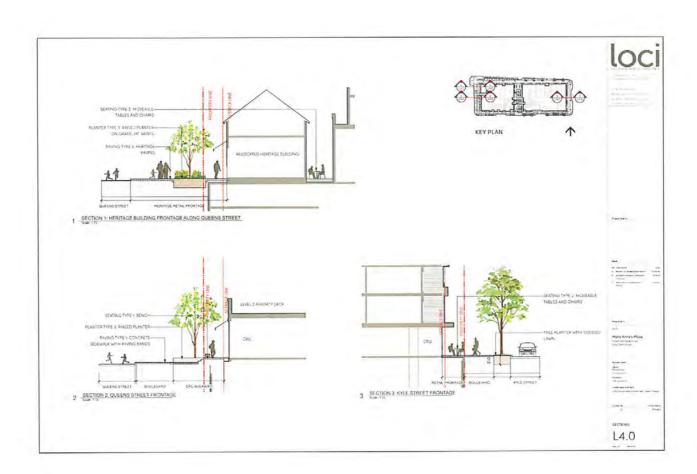


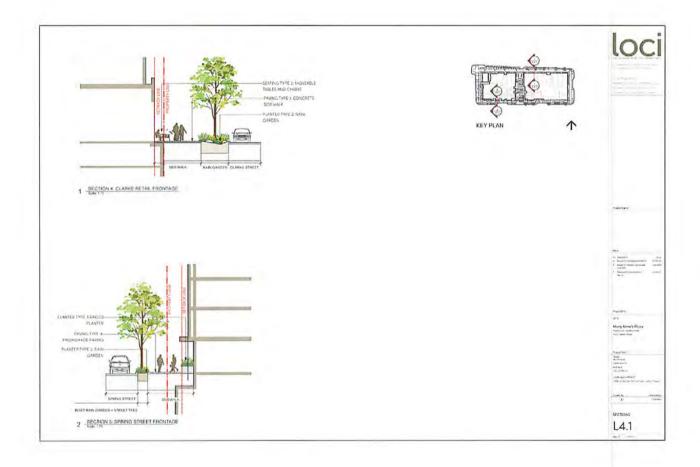


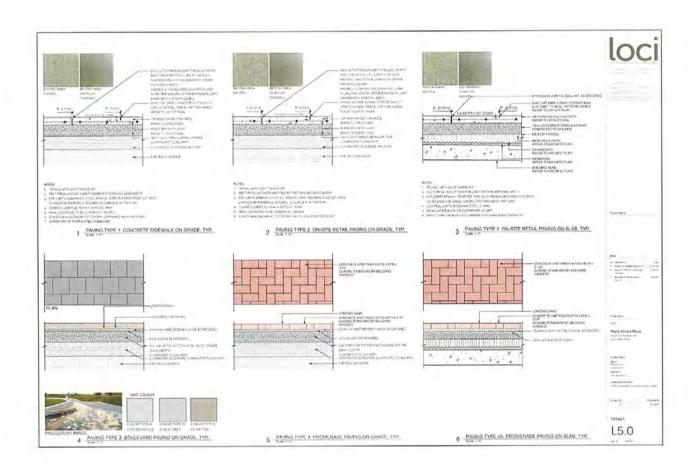


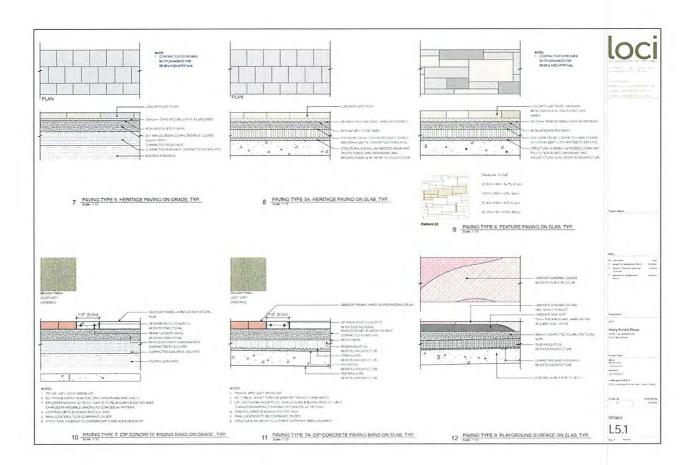
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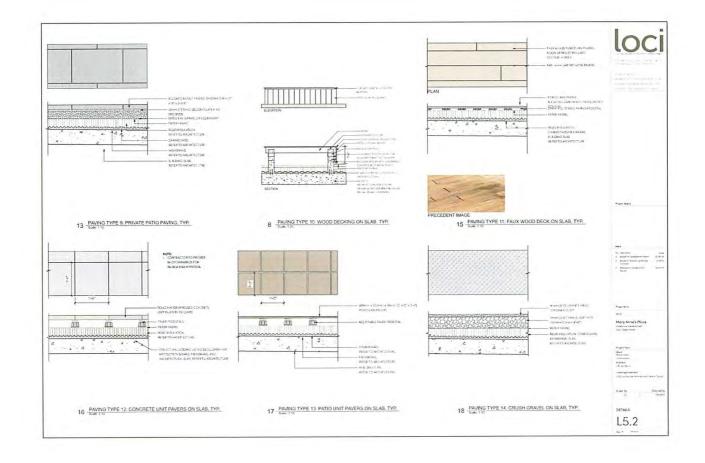


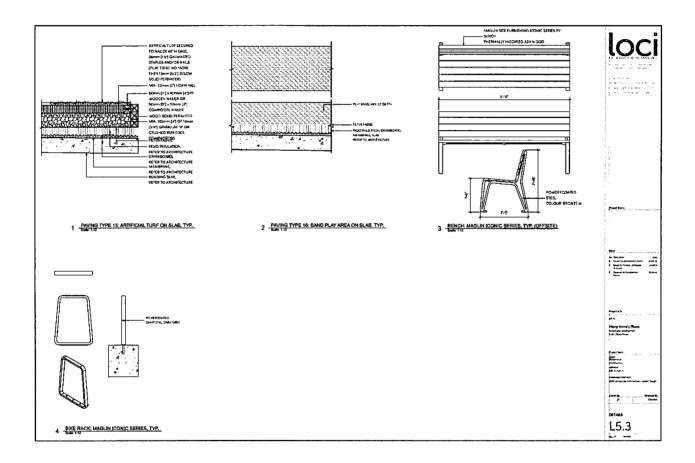


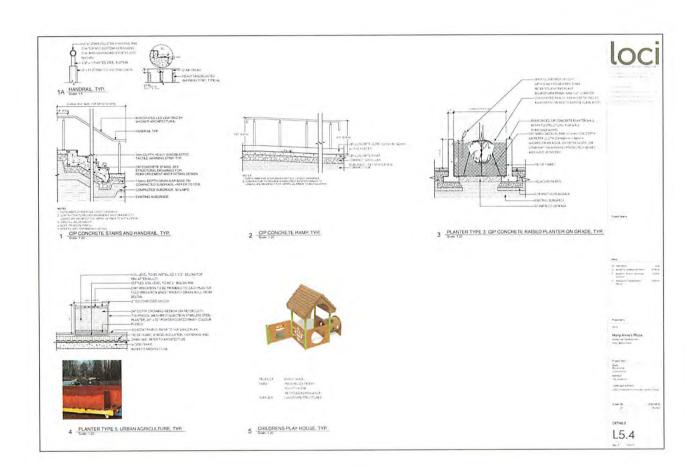




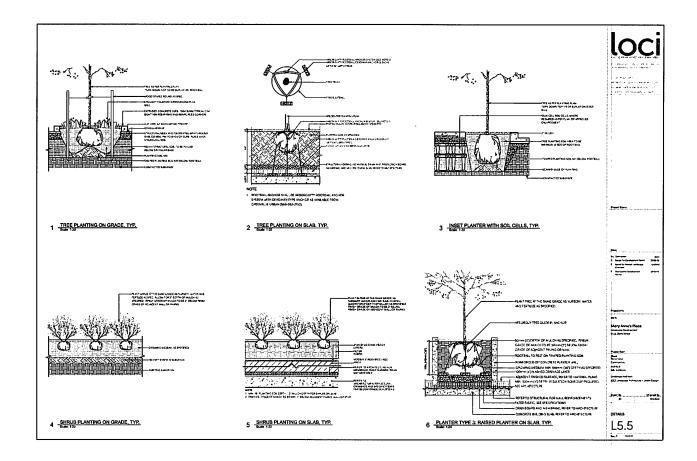
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Attachment 4



City of Port Moody

Bylaw No. 3487

A Bylaw to repeal City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street).

The Council of the City of Port Moody enacts as follows:

1. Citation

1.1 This Bylaw may be cited as City of Port Moody Heritage Revitalization Agreement Bylaw Repeal Bylaw, 2024, No. 3487 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street).

2. Repeal

2.1 City of Port Moody Heritage Revitalization Agreement Bylaw, 2023, No. 3420 (2407-2421 Clarke Street, 85 Kyle Street, and 50 Queens Street) and all amendments thereto are hereby repealed.

3. Severability

3.1 If a portion of this Bylaw is found invalid by a court, it will be severed, and the remainder of the Bylaw will remain in effect.

| Read a first time this day of, 2024. | |
|---------------------------------------|----------------------|
| Read a second time this day of, 2024. | |
| Read a third time this day of, 2024. | |
| Adopted this day of, 2024. | |
| M. Lahti Mayor | S. Lam City Clerk |

EDMS 640694

Attachment 1

2

Considered at the November 5, 2024, Special Council meeting

Attachment 4

I hereby certify that the above is a true copy of Bylaw No. 3487 of the City of Port Moody.

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S. Lam City Clerk



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Attachment 5



City of Port Moody

Bylaw No. 3421

A Bylaw to amend City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 to allow for a six-storey built form for the properties at 2407, 2411, 2413, and 2419 Clarke Street, 85 Kyle Street, and 50 Queens Street.

The Council of the City of Port Moody enacts as follows:

1. Citation

1.1 This Bylaw may be cited as City of Port Moody Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street).

2. Amendments

2.1 Schedule A of City of Port Moody Official Community Plan Bylaw, 2014, No. 2955 is amended by changing the maximum number of storeys permitted from three storeys to six storeys on the below referenced lands:

2407 Clarke Street and legally described as Lot 11, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 011-450-673;

2411 Clarke Street and legally described as West Half Lot 10, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 002-312-573;

2413 Clarke Street and legally described as East Half Lot 10, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 011-450-592;

2419 Clarke Street and legally described as West 30 Feet Lot 9, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 011-450-533;

85 Kyle Street and legally described as South 20 Feet Lot 7, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 009-609-695; and

50 Queens Street and legally described as Lot 12, Block 9, District Lot 201, Group 1, New Westminster District, Plan 72 PID: 000-640-778.

as shown on the attached Schedule A Map 11 – Evergreen Line Sub-Areas.

EDMS 616646 1

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- 3. Attachments and Schedules
 - 3.1 The following schedule is attached to and forms part of this Bylaw:
 - Schedule A Map 11 Evergreen Line Sub-Areas
- 4. Severability
 - 4.1 If a portion of this Bylaw is found invalid by a court, it will be severed, and the remainder of the Bylaw will remain in effect.

| Read a first time this <u>25th</u> day of <u>July,</u> 2023. |
|---|
| Read a second time this <u>25th</u> day of <u>July</u> , 2023. |
| Public Hearing held this <u>5th</u> day of <u>September</u> , 2023. |
| Read a third time this 5 th day of <u>September</u> , 2023. |
| Adopted this day of, 2023. |
| |
| M. Lahti S. Lam |
| Mayor City Clerk |
| I hereby certify that the above is a true copy of Bylaw No. 3421 of the City of Port Moody. |
| S. Lam |
| City Clerk |

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Attachment 5

Schedule A to Bylaw No. 3421

This is a certified true copy of the map referred to in section 2 of Official Community Plan Bylaw, 2014, No. 2955, Amendment Bylaw No. 34, 2023, No. 3421 (2407-2419 Clarke Street, 85 Kyle Street, and 50 Queens Street).

Corporate Officer

