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# Steveston Village Heritage Conservation Toolkit



City of Richmond



THE REAL ESTATE  
FOUNDATION  
OF BRITISH COLUMBIA



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## 1 Planning and Regulatory Tools

### 1.1 Official Community Plan (including Steveston Area Plan)

#### 1. Objective

- The Official Community Plan (OCP) describes the vision for a community for a five year period or more.
- An Area Plan sets out the overall community goals and other OCP content for Steveston including heritage.
- The OCP has one legal effect: bylaws enacted or works undertaken by Council must be consistent with the plan.
- Owners must apply for development permits consistent with guidelines in respect of areas designated under the OCP for development permits.

#### 2. The OCP/Area Plan: Description

- state a local government's vision, goals, objectives and policies to guide decisions on planning, sustainability, development, subdivision, urban design, social and environmental, land use management including heritage conservation,
- designate development permit areas and establish guidelines, objectives and policies for development permits,
- guide the form and character of commercial, industrial and multi-family and intensive residential development, and
- enable the designation of a heritage conservation area

#### 3. Enabling legislation (if applicable)

- *Local Government Act* - Part 26, Division 2, Section 875-884
- *Local Government Act* - Part 26, Division 9, Section 919.1
- *Local Government Act* - Part 27, Division 4, Section 970.1 and 971

#### 4. City Legislation/Policy

- Official Community Plan Bylaw 7100, including the Steveston Area Plan (Schedule 2.4).
- The Area Plan includes development permit guidelines to be applied to new development.
- Also includes area character guidelines which provide supplemental guidance to the development of those areas whose form and character are considered key to Steveston's identity.

#### 5. Method

- Adopted after consultation under Section 879 *Local Government Act* and a public hearing under Division 4 of Part 26, subject to the procedures set out in Section 882.

#### 6. Pros

- The Steveston Area Plan identifies unique qualities of the area including specific details for Village.
- Provides guidance for new development.

- Any changes in regulations dealing with use, density, or conditions of use are subject to the objectives and policies.
- Development permits are required in regard to the form and character of new development.
- An OCP may designate an area as a heritage conservation area in respect of which development cannot proceed without a Heritage Alteration Permit.

7. Cons

- Does not adequately address heritage or existing buildings.
- statutory limitations on the content of development permits.

8. Issues/Policy Questions

- To define which heritage tools are best to complement the Area Plan policies.

9. Conclusions

- Amend the OCP Area Plan to create a Steveston Village Heritage Conservation Area.
- Replace the existing Vision statement with the new vision statement found in the Steveston Village Conservation Strategy.
- Add heritage conservation density bonus and transfer policies.
- Replace the existing design guidelines with new design heritage conservation guidelines.
- Preserve the existing ground plane.
- Add statements stating that zoning regulations are to promote parcelization consistent with the original 1892 survey, and shortcuts through properties between avenues.

## 1. Planning and Regulatory Tools

### 1.2 Design Guidelines (in the OCP/Area Plan)

#### 1. Objective

- To promote designs which meet best practices for the conservation of heritage values in Steveston Village. Best practices involve promoting design that is compatible with the heritage character of the area. There are two types of heritage design guidelines:
  - For identified heritage resources (e.g., federal guidelines).
  - For non-heritage resources, the Sakamoto guidelines.

#### 2. Description

- Established in Area Plan.
- Used in conjunction with the Zoning Bylaw.
- Provides direction to assist the applicant with planning and designing a development, and staff in reviewing the application.
- Typically includes sections on architectural components, internal design, open space, and landscaping.
- Can respond to variety of circumstances such as existing buildings and new construction.

#### 3. Enabling legislation

- *Local Government Act* - Part 26, Division 9, Section 920

#### 4. City Legislation/Policy

- The OCP Steveston Area Plan includes design guidelines addressing architectural elements (roofscapes, exterior walls, finishes, weather protection, signage), landscape elements, massing and height, parking, and services.

#### 5. Method

- Designate the heritage development permit areas.
- May be implemented by:
  - *Land Title Act* - Section 219;
  - *Local Government Act* - Section 905.1, and
  - phased development agreement; or *Local Government Act* - Section 904, amenity zoning.

#### 6. Pros

- Provides detailed direction on design elements to applicants and staff.
- May allow flexibility in interpretation and application.

#### 7. Cons

- Statutory restraints.

## 8. Issues/Policy Questions

- The current design guidelines for the Steveston Village were approved by Council in 2004. These design guidelines require revision to better reflect current best practices for heritage conservation and the Sakamoto Guidelines.
- Clearer guidelines are required to provide clarity of direction and to minimize the need for discretionary design discussions between applicants and staff.
- Guidelines should clarify how the Steveston Style can be expressed.
- Steveston Village can be subdivided into two separate sub-areas which reflect the distinct natures of the Village:
  - The area north of Bayview Avenue (the Village core area),
  - The area south of Bayview Avenue (The Riverfront area).

## 9. Examples

- Prescriptive: Vancouver's Chinatown
- Highly Discretionary: Victoria's old town heritage area.

## 10. Conclusions:

- New guidelines to respond to the underlying simplicity of the historic commercial resources in the Village and incorporate the Sakamoto Guidelines.
- Develop guidelines for the Riverfront area that are more in keeping with the historic form and scale of buildings along the water.
- Balance regulation with creativity by allowing for a fresh vision and by having a review process for unique responses to the heritage character.
  - Create two streams of review for properties both with and without identified heritage resources:
    - a simpler review process for outright compliance with the Steveston Area Plan Design Guidelines, and
    - a more involved review process for proposals incorporating aspects that do not comply with the Guidelines.
  - The stream for proposals with non-complying aspects are to consider singular responses to unique conditions.
- Have two sets of design guidelines: one each for the Downtown Core Area and the Riverfront area, the dividing line being Bayview Street. These two separate sets of guidelines can each address properties currently with different zoning regulations.
- The Village Area guidelines will:
  - promote the return of small scale development in the Core Area,
  - acknowledge a distinct difference in scale along Moncton Street due to a preponderance of one- and two-storey heritage buildings, and
  - promote the return to larger scale development on the Riverfront with simple large forms that are reminiscent of the historical buildings along the water.

## 1. Planning and Regulatory Tools

### 1.3 Development Permit Areas and Guidelines

#### 1. Objective

- To designate an area through the Area Plan to allow for an additional review of applications and some variances and supplement the zoning regulations.
- To assist in implementing the vision as contained in the Area Plan.
- To coordinate existing regulations (e.g., zoning, parking) and policies to facilitate the conservation of heritage features.
- Provide relaxations to existing regulations (e.g., zoning, parking) and policies to facilitate the conservation of heritage features.

#### 2. Description

- A development permit regulates the development of property in accordance with the bylaw OCP and Area Plan, in a complementary manner.
- A development permit controls the form and character of development in accordance with the OCP and Area Plan.
- Variances can allow for the provision of regulatory relaxations, to siting requirements, parking, and building dimensions.
- Can vary:
  - Division 7 (zoning and development regulations),
  - Division 11 (Subdivision and Development requirements).
- Cannot vary use and density.

#### 3. Enabling legislation (if applicable)

- *Local Government Act* - Part 26; Section 919.1
- *Community Charter* - Section 12

#### 4. City Legislation/Policy (if applicable)

- Official Community Plan Bylaw No. 7100 and Steveston Area Plan.
- Development Permit, Development Permit Variance and Temporary Commercial and Industrial Use Permit Procedure Bylaw No. 7273.
- Currently, Steveston is a Development Permit area with development permit guidelines included in Area Plan; all exterior work requires a Development permit.

#### 5. Method

- Application submitted; Review by staff; Review by Advisory Design Panel; Review by Development Permit Panel; Optional Heritage Commission input; Ministry of Transportation approval, if required; and Approval by Council, or a designated staff person.

#### 6. Pros

- Variances provide flexibility when reviewing applications for heritage properties.
- No direct cost to city in providing relaxations/variances.
- Issuance is only in accordance with applicable guidelines in OCP or zoning bylaw.

7. Cons

- Variance process involves multiple steps and approvals.

8. Issues/Policy Questions

- Determine Heritage Commission's role in reviewing applications for heritage properties.
- Determine efficient processing options (simple and complex).
- Use Heritage Alteration Permits (HAP), adopt a Procedures Bylaw.

9. Conclusions

- Continue to use development permits.
- Allow variances for heritage and non-heritage properties when they serve the heritage conservation goals and objectives in Steveston Village.
- Involve the Heritage Commission in the more non-compatible proposals.



## 1. Planning and Regulatory Tools

### 1.4 Zoning Bylaw, Zoning Amendments (Rezoning)

#### 1. Objective

- To allow changes in zoning (typically density and uses) on sites to facilitate heritage conservation.

#### 2. Description

- Can regulate land uses, density, siting, the subdivision of land, buildings and structures including the shape, dimension and area of parcels.
- A set of zoning regulations can be developed for a heritage area to facilitate the conservation of heritage resources and may be different for different protected heritage properties.
- Zoning changes are approved through a public process on a site specific or area basis.
- Typically involves an increase in density of uses permitted, and if approved, will assist with making the conservation of heritage properties viable.
- Facilitates density bonusing, density transfers and amenity zoning.

#### 3. Enabling legislation

- *Local Government Act* - Division 7, Section 903

#### 4. City Legislation/Policy

- Zoning and Development Bylaw No. 5300

#### 5. Method

- Zoning adopted after public hearing.
- Rezoning application submitted.
  - Public notification and consultation,
  - Staff review and preparation of report,
  - Planning Committee review,
  - Council review,
  - Public Hearing,
  - Approval of rezoning bylaw,
  - Ministry of Transportation approval, if required.

#### 6. Pros

- A tool to manage land use, etc.
- Allows for the resolution of issues on a site specific basis.

#### 7. Cons

- Rezoning process can be long, complex and uncertain.
- Zoning regulations require periodic review if extensive areas of land are pre-zoned.

## 8. Issues/Policy Questions

- Zoning Bylaw to be reviewed to ensure consistency with heritage conservation objectives for Steveston Village (e.g., the Steveston Village Heritage Conservation Strategy).
- Flexibly use heritage tools to best complement zoning.
- Rezoning may be the trigger for a phased development agreement and provide the opportunity for density bonusing and density transfers.

## 9. Conclusions

- Create a new model “shelf ready” zone (e.g., the Steveston Conservation [SS] Zone – a Comprehensive Development [CD] Zone). The new model SC Zone is to be applied and tailored to sites on a case by case basis.
- The new model SC Zone achieves the following objectives:
  - Encourages the existing 1892 Village Survey lot pattern (an identified heritage resource) to be retained, not consolidated where consolidation occurs, use the SC Zone to ensure that the building articulates the 1892 Village Survey lot pattern. (Note that owners can consolidate lots without City approval by going to the Land Title Office). This may be avoided by a good Heritage Conservation Awareness Program. Municipalities may refuse to allow development on a consolidated site, even if it has been consolidated but to do so may cause poor relationships.
  - Allows an automatic density bonus at 1.2 FAR increase over the existing density of 1 FAR allowed in existing zones (e.g., C4, C5 zones).
  - Allow the City to negotiate with the owner, additional density from 1.2 FAR to a maximum of 1.6 FAR.
  - Allows the extra 0.4 FAR ( $1.6 - 1.2 = .04$  FAR) to be used for:
    - A. Additional land uses.
    - B. Paying for heritage conservation costs on the site.
    - C. Where (2) is not desirable enabling transfer of the site, to a receiver site, where the receiver site owner uses the transferred density and pays the City a financial contribution for heritage conservation purposes (e.g., to implement the Steveston Village Conservation Strategy).

*See below for additional details.*

- For sites which have identified heritage resource and on which additional density can be added (e.g., at the back, on top), encourage them to be rezoned to the new Steveston Conservation (SC) Zone. The increased density can help pay for the conservation of the identified resource.
- For sites which have an identified heritage resource on them, on which additional density cannot be accommodated (e.g., because the identified heritage resource occupies the total site and should not be increased in height), encourage them to be rezoned to the new SC Zone which allows additional density. Then, transfer the additional but useable density to another site (e.g., by simultaneous rezonings or a density bank transfer method). The receiver site owner pays the donor site owner for the transferred density. The donor site owner uses the dollars to conserve the identified heritage resource.

- For sites which have no identified heritage resource and which may have no building (be vacant), or a building which may be modified or demolished and redeveloped, encourage them to be rezoned to the new Steveston Conservation (SC) Zone which provides an automatic density bonus (e.g., 1.2 FAR, an increase of .02 FAR extra over the existing zoning). The SC Zone 1.2 FAR encourages the owner not to consolidate small sites, but retain the valued 1892 Village Survey pattern. Then negotiate additional density up to 1.6 FAR maximum to enable the owner to add uses and provide financial contribution to the City for heritage conservation purposes.

## 1. Planning and Regulatory Tools

### 1.5 Subdivision Bylaw and Approvals

#### 1. Objective

- To enable Council to regulate conventional and strata title subdivision and consolidation, and adjust existing property lines or consolidate properties.

#### 2. Description

- A subdivision application generally speaking is processed and approved by Approving Officer, not Council.
- The Approving Officer is bound by the zoning and subdivision bylaws, and certain other Part 26 *Local Government Act* bylaws, and so must ensure that each subdivision adheres to local government requirements respecting parcel size, frontage, access, road dedication, works and services, flood protection etc.
- The subdivision servicing bylaw includes provisions to ensure that adequate works and services are provided as part of the subdivision of land including roads, sidewalks, street lighting, and water, sewage disposal and storm drainage systems.

#### 3. Enabling legislation

- *Local Government Act*
- *Land Title Act*
- *Strata Property Act*

#### 4. City Legislation/Policy

- Zoning and Development Bylaw No. 5300
- Subdivision Control Bylaw No.6530
- Servicing Agreements

#### 5. Method

- Owner may be required to apply for preliminary layout approval to determine City requirements and prepare final drawings, plans, and servicing agreements.
- The owner must construct works and services or execute a servicing agreement and deposits security for completion of works and delivers final subdivision plans whereupon the approving officer is bound to approve, unless the plans are inconsistent with zoning or subdivision bylaws of, or other applicable enactments, or is contrary to public interest.

#### 6. Pros

- Implements the lot size provisions in the Zoning Bylaw.
- Can facilitate the retention of heritage features such as lot configuration or use.
- Existing subdivision servicing standards are intended for standard subdivisions, not the heritage nature of Steveston; new standards could be developed and included in the subdivision control bylaw for the Steveston Village Heritage Conservation Area.

7. Cons

- Subdivision and or servicing requirements could necessitate the relocation and/or demolition of heritage buildings, but subdivision regulations may be amended to achieve heritage protection and conservation.
- Properties in the same plan of subdivision can be consolidated without requiring a subdivision application which can result in the loss of smaller lot configurations with heritage values. Although, Council may establish a maximum parcel size in the zoning bylaw.

8. Issues/Policy Questions

- Review subdivision and servicing bylaws to determine if they have provisions to achieve heritage conservation objectives.
- There may be cases where heritage properties may not be able to fully comply with regulations such as the siting of a building on a property; in such cases, a variance or Heritage Revitalization Agreement could provide flexibility in applying requirements.
- The approving officer may refuse a subdivision application if the proposal is contrary to the public interest or if the subdivision is prohibited by one of the tools discussed in this document.

9. Conclusions

- Allow consolidation only when consistent with heritage conservation goals and objectives of Steveston Village.
- Encourage sites and subdivision to follow the 1892 Village Survey.
- Where site consolidations occurs, require the building to articulate the 1892 Village Survey Plan.

## 1. Planning and Regulatory Tools

### 1.6 Building Permits

#### 1. Objective

- To understand the conservation implications of the requirements of the building code, which addresses matters of health and life safety (fire, health, mechanical, structural).

#### 2. Description

- Ensures the applications comply with fire, health and life safety standards.

#### 3. Enabling legislation

- *BC Building Code* 2007 and Heritage Building Supplement

#### 4. City Legislation/Policy

- Building Regulation Bylaw No. 7230

#### 5. Method

- Applicant submits building permit application.
- Building official reviews and approves or refuses permit.
- City may require a new building permit, prior to the demolition of all identified heritage structure or building.

#### 6. Pros

- Provides flexibility when applying for a building permit by the allowing measures that provide a commensurate level of upgrading, while retaining heritage character and fabric.

#### 7. Cons

- Any addition to or alteration of building standards requires approval of the applicable minister.

#### 8. Issues/Policy Questions

- A building permit may be withheld if council has passed a resolution under Section 929 of the *Local Government Act* to direct the preparation of a bylaw that would collide with a proposed permit (strictly in accordance with the procedures set out in Section 929).
- Occupancy may only be prohibited if the building does not comply with the *BC Building Code* or with a special building standard bylaw enacted under Section 8 (3)(1) of the *Community Charter* with approval by the applicable Minister.
- If an owner applies for a building permit, council may require that the owner provide works and services on site in accordance with standards established under the subdivision control bylaw and, further, council may require that the owner provide works and services in accordance with subdivision control bylaw standards on that portion of the road right of way immediately adjacent to the site being developed up to the centre line of the roadway (including sidewalks, boulevards, light standards, benches etc. which may incorporate the heritage design standards).

9. Conclusions

- At this time changes are contemplated to the regular building permit application process. See Building Code Alternative Solutions (Section 1.7) for related actions.

## 1. Planning and Regulatory Tools

### 1.7 Building Code Alternative Solutions

#### 1. Objective

- Alternative solutions encourage building upgrades to occur that are sensitive to minimizing impact on identified heritage resources.

#### 2. Description

- Allows alternate compliance methods for buildings listed on the City of Richmond Heritage Register, or as identified in the Steveston Area Plan Policies (e.g., the Steveston Village Conservation Strategy and/or Village Heritage Conservation Area [HCA]).

#### 3. Enabling legislation

- *BC Building Code 2007* and Heritage Building Supplement

#### 4. City Legislation/Policy (if applicable)

- Building Regulation Bylaw No. 7230

#### 5. Method

- Applicant submits alternate compliance methods with building permit application including certification of efficacy of alternate compliance methods by qualified persons; and
- Building official reviews and approves or refuses permit.

#### 6. Pros

- Provides flexibility when applying for building permit by allowing measures that provide an acceptable level of upgrading while retaining the heritage character and fabric to be conserved.

#### 7. Cons

- Limited scope.

#### 8. Issues/Policy Questions

- To be effective, may require expertise on staff or retaining a consultant to review alternate compliance proposals.

#### 9. Examples

- Various.

#### 10. Conclusions

- Develop expertise on staff and/or retain a consultant to facilitate alternative solutions.



## 1. Planning and Regulatory Tools

### 1.8 Sign Bylaw

A local government may establish bylaws and policies to regulate:

#### A. Public Signs

- Public signage (e.g. traffic and parking signs, street name signs and wayfinding signs) which can address heritage conservation.
- Signage on publicly owned properties, other than streets, should follow the requirements and guidelines for private signs.

#### B. Private Signs

- Private signage includes all informational and commercial material mounted on private property, including addresses and advertising.

#### 1. Objective

- To regulate the number, size, type, form, appearance and location of signs.
- To promote wayfinding.

#### 2. Description

- A sign bylaw can contain different provisions for different zones including heritage areas and districts.
- Note that Council may regulate the size and appearance of a sign but not the content, given the freedom of expression provisions of the *Canadian Charter of Rights and Freedoms*.

#### 3. Enabling legislation

- *Local Government Act* - Division 7, Section 908
- *Community Charter* - Section 8(4) and 65 of the

#### 4. City Legislation/Policy (if applicable)

- Sign Regulation Bylaw No. 5560
- OCP and Area Plan may also contain signage guidelines specific to Steveston.

#### 5. Method

- A Public Hearing is not required to adopt or amend the Sign Bylaw, but consultation with affected parties on proposed regulations may be desirable.

#### 6. Pros

- Ensures that signs are in keeping with heritage buildings and heritage area character.
- Without sign regulation, signage can mask the character defining elements of the buildings and landscape, and can ruin the area's heritage character.

#### 7. Cons

- Additional administrative review.

- Business owners may have concerns with “over-regulation”.

#### 8. Issues/Policy Questions

- Sign Bylaw, OCP and Area plan signage guidelines are to be reviewed to ensure consistency with heritage conservation objectives for Steveston.

#### 9. Conclusions

- Signage is to reinforce the heritage character of Steveston Village in the following ways:
  - by prescribing public realm signage that supports the pedestrian viewing of the heritage building and landscape character defining elements,
  - by prescribing the following types of signage on buildings:
    - historically accurate sign design and colour for identified heritage building resources, and
    - compatible signs which are integral to or flush with the building face for all other buildings in the Village,
  - by specifically prohibiting signage on buildings that undermines the heritage character of the Village, for example:
    - illuminated plastic sign boxes, and
    - backlit canopies and awnings.
- Promote singular signage that reinforces the heritage character of Steveston Village- such as Dixon’s boat on the roof - to be supported in the Sign Bylaw regulations and signage approvals process.
- Signage for pedestrian rather than automobile-driver visibility, to encourage the pedestrian orientation.

## **1. Planning and Regulatory Tools**

### **1.9 Heritage Interpretive Planning**

#### **1. Objective**

- To ensure quality of design and compatibility, and to ensure that heritage objectives are being met.
- To ensure that applicants understand and correctly apply heritage conservation measures, including Area Plan guidelines, strategies, and statements of significance.

#### **2. Description**

- There are three levels of heritage interpretation:
  - Staff interprets heritage guidelines to applicant,
  - Response from applicant who interprets guidelines, statements of significance, heritage conservation etc., and
  - Developers required to prepare an interpretation plan which identifies how the proposal protects, enhances and presents Village heritage resources.
- Used in conjunction with design guidelines.
- Provides direction to assist applicants in preparing and assists staff in assessing the application.
- Typically includes sections on values, thematic framework, methods, implementation.
- Can respond to variety of circumstances such as existing heritage resources, resources no longer existing, and new construction.

#### **3. Enabling legislation (if applicable)**

- Not applicable

#### **4. City Legislation/Policy (if applicable)**

- The OCP Steveston Area Plan includes guidelines regarding architectural elements, landscape elements, massing and height, parking and services.
- Steveston Village Conservation Strategy
- Richmond Public Art policy
- Richmond Museum policy

#### **5. Method**

- Adopted Area Plan and Strategy.

#### **6. Pros**

- Provides a detailed framework for interpretive themes and methods for applicants and staff.
- Provides an alternative method of heritage conservation.
- Provides additional information/storytelling.

#### **7. Cons**

- Additional administrative review.
- Business owners/developers may have concerns with “over-regulation”.

- Includes flexibility and interpretation.

8. Issues/Policy Questions

- Interpretive plans are to be reviewed to ensure consistency with the heritage conservation objectives for Steveston.

9. Conclusions

- Require Heritage information where identified.
- Make interpretation part of the public realm development.
- Encourage or reward innovation in interpretive implementation.

## 1. Planning and Regulatory Tools

### 1.10 Demolition Permits (withholding/issuing)

(see also section 2.10 Temporary Heritage Protection)

#### 1. Objective

- To ensure that adequate consideration is given to long term heritage conservation options prior to the issuance of a demolition permit.

#### 2. Description

- Normally a demolition permit is issued to (only) ensure that a demolition will be conducted. Under the proposed approach, demolitions:
  - may not occur when buildings are designated a heritage resource to be kept, or
  - may occur where redevelopment meets the Strategy and Implementation Program and Area Plan (Heritage Conservation Area) policies and requirements.
- Withholding of a demolition permit for protected heritage property (e.g., in the Area Plan Heritage Conservation Area) or a property on a Heritage Register.

#### 3. Enabling Legislation

- *Local Government Act* - Section 961

#### 4. City Legislation/Policy

- In October 2007 the City of Richmond Demolition Permit process was amended to require additional developer information (to address issues related to tree removal, safety regulations and a review by City staff, prior to a demolition permit being issued.

#### 5. Method

- Local government can authorize officials to withhold a demolition permit and may also establish restrictions, limits or conditions.
- A demolition permit can be withheld for:
  - Protected heritage property (e.g., in an Area Plan) until a Heritage Alteration Permit is issued, or
  - Property listed on the Heritage Register until a building permit and other necessary approvals are issued.

#### 6. Pros

- Provides local government with a mechanism to ensure that heritage resources are not demolished or remodeled without necessary approvals.

#### 7. Cons

- Under LGA provisions, properties must be listed on a Heritage Register or be protected heritage properties (e.g., in an Area Plan Heritage Conservation Area)(unless property is protected on a temporary or continuing basis under 27 of the *Local Government Act*).

8. Issues/Policy Questions

- The long-term protection of heritage resources requires heritage designation and/or a heritage revitalization agreement.
- Consider amending the municipal Building Bylaw to require a complete new building application and development permit application prior to demolition in a designated heritage area.

9. Conclusions

- Withhold a demolition permit when an identified heritage resource is threatened in order to provide an opportunity to explore options with property owner.
- Issue when, after all avenues have been explored, an agreement has been reached that heritage conservation, other than interpretation, is not possible.
- Agreements may include a solution which involves rezoning, a Heritage Alteration Permit, a revitalization agreement, covenants, etc.).

## 2 Heritage Protection Tools

### 2.1 Heritage Conservation Area (HCA)

#### 1. Objective

- To provide long term protection to a distinct heritage area as part of an Official Community Plan (OCP).

#### 2. Description

- Establishes a local government's objectives and policies to guide decisions on planning and land use management including heritage conservation in a district with special heritage value and or when heritage character is identified for heritage conservation purposes in an Official Community Plan.
- A HAC cannot be used for a single building.
- The OCP can designate a Heritage Conservation Area, and the owner must not subdivide the land, construct, or alter a building or alter a feature that is a protected heritage building, without a heritage alteration permit.
- The OCP may list specific buildings, land or features to be "protected heritage property" for the purposes of the *Local Government Act*.
- For a period of 120 days beginning on the day of first reading of a bylaw to adopt the OCP that designates a heritage conservation area, these rules apply to all properties in the area as if the bylaw had already been adopted [Section 963(1) *Local Government Act*].

#### 3. Enabling legislation (if applicable)

- *Local Government Act* - Sections 970.1 and 971

#### 4. Civic Legislation/Policy (if applicable)

- Not applicable – Richmond does not currently have any Heritage Conservation Areas.

#### 5. Method

- A heritage conservation area is designated as part of an Official Community Plan.
- Heritage objectives are stated and special features or characteristics are described.
- Guidelines are required to specify how objectives are to be met (in OCP or zoning bylaw).
- A heritage alteration permit is required for:
  - the subdivision of a property,
  - an addition to an existing building,
  - the construction of a new building, or
  - the alteration of a building, land or structure.
- Adopted at Public Hearing.

#### 6. Pros

- Implementation of a heritage conservation area will enhance the unique characteristics of the heritage area by providing a comprehensive approach to managing heritage area resources and ensuring compatible development.

- Designation of heritage conservation areas under Section 970.1 and 971 of the *Local Government Act* does not require compensation whereas designation by a heritage designation bylaw under Sections 967 to 969 does require compensation.
- Includes built and natural features.
- Guidelines provide clarity to property/business owners, community & staff.

7. Cons

- Some owners, especially those sites with non-heritage resources, may view any additional requirements as additional costs.

8. Issues/Policy Questions

- Consider incentives to assist non-heritage sites, as well as heritage sites/resources.
- Include a HCA in the Area Plan.

9. Examples

- West Vancouver – Lower Caulfeild
- Kelowna – Marshall Street and Abbott Street
- Nanaimo – Old downtown
- Victoria (multiple examples)

10. Conclusions

- Adopt a Heritage Conservation in the Steveston Area Plan for Steveston Village incorporating statements of significance for Steveston Village and individual heritage resources identified in the Steveston Village Conservation Strategy.



## **2. Heritage Protection Tools**

### **2.2 Heritage Inventory**

#### **1. Objective**

- To informally identify heritage resources so that they may be integrated into land use planning processes (a database).

#### **2. Description**

- A municipal heritage inventory an informal listing and data base of properties identified by a local government as having heritage value or heritage character.
- Properties on a heritage inventory may be eligible for heritage incentives and programs.
- A listing on a heritage inventory does not mean that the property is protected, but that is recognized by a local government for planning purposes.
- No notification of an affected property owner or the Minister responsible for the BC Heritage Act is required.

#### **3. Enabling legislation**

- Not applicable.

#### **4. City Legislation/Policy**

- A municipal heritage inventory.

#### **5. Method**

- A local government researches and identifies heritage resources that have heritage value or heritage character.
- A preliminary heritage inventory list is compiled.
- The City may consult with property owners.
- Council may review and revise the inventory.
- Council may endorse the heritage inventory, as a data base.

#### **6. Pros**

- A listing of heritage resources allows for greater heritage awareness for the public and property owners.

#### **7. Cons**

- Inclusion on the inventory does not protect resource from inappropriate alteration or demolition and does not require a heritage alteration permit.

#### **8. Issues/Policy Questions**

- Once established a municipal heritage inventory is to be maintained and enhanced.

#### **9. Examples**

## 10. Discussion

- Currently the City, to identify known heritage resources:
  - maintains a heritage inventory which simply lists and describes known heritage resources in the City; it is an educational and reference tool, and
  - identifies known heritage resources through its GIS system.

## 11. Conclusions

- Update the Heritage Inventory based on the Steveston Conservation Strategy.

## 2. Heritage Protection Tools

### 2.3 Heritage Register

#### 1. Objective

- To identify heritage resources so they may be integrated into land use planning processes.

#### 2. Description

- A Municipal Heritage Register is an official listing of properties identified by a local government as having heritage value or heritage character.
- Properties on a Heritage Register are eligible for heritage incentives and programs.
- Being listed on a Heritage Register does not mean that the property is protected, but that it is recognized by a local government for planning purposes.
- Within 30 days of including a property on the Heritage Register or deleting a property from the Heritage Register, the owner of the heritage property and the Minister responsible for the *BC Heritage Conservation Act* must be notified.

#### 3. Enabling legislation

- *Local Government Act* - Section 954

#### 4. City Legislation/Policy

- A Municipal Heritage Registry

#### 5. Method

- The local government researches and formally identifies heritage resources that have heritage value or heritage character.
- A preliminary Heritage Register list is compiled.
- Consultation with property owners.
- Council reviews and revises the list.
- The Heritage Register is adopted by resolution of council.
- Within 30 days of placing a property on the Municipal Heritage Register, Council must notify the property owner and the Minister responsible for the *BC Heritage Conservation Act*.

#### 6. Pros

- The listing of heritage resources allows for a greater awareness for public and property owners.

#### 7. Cons

- Inclusion on the register does not directly protect a resource from inappropriate alteration or demolition and does not require a heritage alteration permit.

#### 8. Issues/Policy Questions

- Once established, a Municipal Heritage Register should be maintained and enhanced.

9. Examples

- Vancouver, Victoria, almost all Lower Mainland cities, many provincial cities and some Villages, several Regional Districts.

10. Discussion

- Currently the City, to identify known heritage resources:
  - maintains a Heritage Register which identifies 25 heritage places in Richmond,
  - the heritage register, contains two heritage buildings in Steveston Village:
    - the Northern Bank (Steveston Museum), and
    - the Steveston Courthouse.
- Identifies known heritage resources through its GIS system.

11. Conclusions

- Council should advise the owners of heritage properties being considered for addition to the Heritage Register prior to adding the properties to the Register.

## 2. Heritage Protection Tools

### 2.4 Heritage Designation of a property, site or area

#### 1. Objective

- To ensure the long term heritage protection of heritage property .

#### 2. Description

- Provides long term protection for a single property, a portion of a property or more than one property and its interior features, landscape features.
- Local government must provide compensation to property owner for any loss in market value as a result of designation.
- Designation can be enacted with or without the consent of owner.

#### 3. Enabling legislation

- *Local Government Act* - Sections 967, 968, and 969

#### 4. City Legislation/Policy

- The City designated heritage places in the Steveston Village include:
  - Northern Bank (Steveston Museum), and
  - Steveston Courthouse.

#### 5. Method

- Local government identifies property for long term heritage conservation.
- Report to Council prepared including a statement of heritage value or heritage character; compatibility with OCP; compatibility with the lawful use of property and adjoining lands; condition and economic viability of property; and need for financial support.
- Heritage designation bylaw prepared.
- Public hearing held with notices published in local newspaper, and notice sent to all owners and occupiers of property.
- Bylaw enacted (hearing notification process analogous to that required for rezoning).

#### 6. Pros

- Provides long term legal protection for heritage resources.

#### 7. Cons

- Requires compensation to property owner which may be through regulatory relaxation and/or financial incentives.

#### 8. Issues/Policy Questions

- Types of compensation options can be provided:
  - Provision of assistance may enable municipality to avoid a compensation claim or obtain a waiver of compensation,
  - A municipal property value tax permissive tax exemption may be provided under Section 225 of the *Community Charter*,

- Assistance to the owner under Section 8(1) of the *Community Charter* or to a business owner under a partnering agreement under Section 25(2) or (3) of the *Community Charter* (including lending money, guaranteeing repayment of borrowing, providing security for borrowing, providing a grant in aid, etc.), or
- A revitalization permissive tax exemption agreement and bylaw under Section 226 of the *Community Charter*.
- Only two buildings are designated in Steveston.

9. Conclusions

- This tool need not be used as other tools will achieve Heritage Conservation goals in Steveston Village.

## 2. Heritage Protection Tools

### 2.5 Heritage Revitalization Agreement (HRA)

#### 1. Objective

- To enable city-developer to enter into agreements on a site specific basis that provide long term heritage protection.

#### 2. Description

- Allows local government and a property owner to make a formal agreement which may specify terms and vary or supplement bylaw and permit conditions including: land use, density, siting and lot size; development cost recovery, subdivision and development requirements: development permit, development variance permit, heritage alteration permit.
- Can supersede zoning regulations.
- Specifies duties, obligations, benefits negotiated by both parties.
- Amended with agreement of both parties and amending bylaw.
- The agreement may set out the phasing of a development or improvements in respect of the property.
- The agreement may control the extent of heritage conservation to be carried out by owner.
- The agreement may stipulate minimum maintenance and repair standards and requirements.
- Agreement may specify the outcome if the subject building is destroyed by accident, act of God, etc.
- This tool will likely be used as often as is needed to protect heritage buildings.
- This tool can be considered as similar to a tailored heritage Comprehensive Development (CD) zone and will be generally used ' along with the new Steveston Conservation Zone and, in places, existing zones.

#### 3. Enabling legislation

- *Local Government Act - Section 966*

#### 4. City Legislation/Policy (if applicable)

- No HRAs currently in Richmond.

#### 5. Method

- The local government and the property owner negotiate the terms of an HRA.
- If the HRA varies use or density, a public hearing is required.
- Council adopts the HRA by bylaw.

#### 6. Pros

- Create an agreement to manage site specific issues.

7. Cons

- Staff resources are required to negotiate and prepare individual site specific agreements and require Council adoption.

8. Issues/Policy Questions

- A Heritage Revitalization Agreement can have the same powerful effect as a CD zone or a phased development agreement.
- The agreement can contain incentives for heritage conservation (e.g., additional density).

9. Examples

- New Westminster
- Burnaby
- Vancouver

10. Conclusions

- A Heritage Revitalization Agreement may be required for any property requiring heritage conservation.



## 2. Heritage Protection Tools

### 2.6 Heritage Conservation Covenant

#### 1. Objective

- To ensure the long term protection of a heritage property through a contract.

#### 2. Description

- Allows local government or a heritage organization to negotiate the terms of a contractual agreement with a property owner to protect a site.
- Outlines the obligations of parties.
- May include maintenance standards and requirements.
- Two kinds of covenants: for buildings and for landscaping.

#### 3. Enabling legislation

- *Land Title Act* - Section 219

#### 4. City Legislation/Policy

- Not applicable - not currently used.

#### 5. Method

- Parties agree to the long term conservation of a property and negotiate a contract outlining terms and obligations.
- If local government is party to the agreement, Council must adopt a resolution authorizing covenant or the covenant may be executed and authorized by staff.
- The covenant is registered on title in the Land Title Office.

#### 6. Pros

- Enables the parties to create an agreement to deal with site-specific issues.
- Allows a 3rd party (e.g. heritage organization) to be included in the agreement to ensure ongoing protection in case a future Council discharges the covenant.
- The agreement can be made by other parties, independent of the local government.
- The agreement can be reinforced by financial charge during any period of contravention.
- The agreement can contain an indemnity in favour of the local government in regard to liability risks or other matters.

#### 7. Cons

- Staff resources are required to negotiate and prepare individual site specific agreements.

#### 8. Issues/Policy Questions

- Council cannot require a Section 219 Covenant – it must be granted voluntarily, for example as a condition of a rezoning.

#### 9. Examples

- Multiple – refer City of Vancouver

## 10. Conclusions

- A heritage conservation covenant can be required for a specified period of time (i.e., 15 years for any property receiving a heritage facade grant to ensure protection of those building components for which funds are granted).
- A heritage conservation covenant may be useful when the restrictions of common law or other statutory tools could jeopardize heritage conservation.

## 2. Heritage Protection Tools

### 2.7 Heritage Alteration Permit (HAP)

#### 1. Objective

- To ensure that changes to heritage properties are consistent with heritage protection objectives.

#### 2. Description

- Required for changes to heritage properties that are:
  - designated heritage by bylaw,
  - listed on a Heritage Conservation Area schedule, or
  - archaeological sites under the *BC Heritage Conservation Act*.
- Local government must also establish requirement for HAPs for properties that are the subject of:
  - Heritage Revitalization Agreement, and/or
  - Heritage Conservation Covenant.
- May not vary use or density, but may vary or supplement other zoning regulations, Part 26 permits, and development cost charge recovery, subdivision and development requirements.

#### 3. Enabling legislation

- *Local Government Act* - Sections 972 and 973

#### 4. City Legislation/Policy (if applicable)

- Heritage Procedures Bylaw

#### 5. Method

- Property owner makes application.
- Local government considers proposed alterations and approves or denies the issuance of a HAP.

#### 6. Pros

- This tool provides a level of control to ensure that alterations to heritage properties are consistent with approved standards and guidelines.
- A local government can permit variances to zoning requirements through an HAP.

#### 7. Cons

- A Heritage Alteration Permit cannot change permitted use or density.

#### 8. Issues/Policy Questions

- The local government will need to establish a procedure to issue HAPs.
- HAPs should not be “piggybacked” onto development permits. They should be issued in accordance with the statutory procedures with their own process, separate from that of development or building permits.
- The authority to issue a HAP can be delegated to an officer or employee by bylaw.

9. Conclusions

- Require a Heritage Alteration Permit any alterations to properties that are designated and/or located within the Steveston Heritage Conservation Area, subject to a Heritage Revitalization Agreement, Heritage Conservation Covenant.
- Minimal delegation is suggested, if Council wishes to make most heritage decisions.

## 2. Heritage Protection Tools

### 2.8 Heritage Site Maintenance Standards

#### 1. Objective

- To ensure that protected properties are maintained appropriately.

#### 2. Description

- Local government can pass a bylaw establishing minimum standards for the care and maintenance of property protected by a heritage designation bylaw or within a Heritage Conservation Area (does not apply to properties listed on the Heritage Inventory or Heritage Register).
- Different standards can be established for different areas or different types of properties (Note: Heritage covenants may include maintenance standards and requirements).

#### 3. Enabling legislation

- *Local Government Act - Section 970*

#### 4. City Legislation/Policy

- Not currently used.

#### 5. Method

- Property protected through designation or identified in heritage conservation area schedule.
- Heritage site maintenance standards prepared and local government adopts bylaw.
- Local government enforces bylaw when necessary.

#### 6. Pros

- Clearly states minimum expectations regarding maintenance of heritage properties to property owners.
- May ensure that heritage properties do not deteriorate through neglect.
- Standards can be applied to sites receiving incentives.

#### 7. Cons

- New regulations required to establish heritage maintenance standards.

#### 8. Issues/Policy Questions

- Consider administrative implications (e.g., inspections, enforcement costs).

#### 9. Examples

- Port Moody

#### 10. Conclusions

- Consider various tools to maintain Heritage property (e.g., Federal Standards, Agreements, Covenants).
- The proposed heritage covenants can address heritage maintenance.

## 2. Heritage Protection Tools

### 2.9 Standards and Guidelines for Heritage Conservation

#### 1. Objective

- To provide results-oriented guidance for sound decision-making when planning for, intervening in and using an historic place.

#### 2. Description

- The federal government has the best and most widely used conservation manual to follow: *The Standards and Guidelines for the Conservation of Historic Places in Canada*, by Parks Canada. They provide high quality standards for achieving long-term heritage objectives.
- Outline the principles and practices that encourage the long-term conservation of historic places.
- Standards promote responsible conservation practice and a framework for making essential decisions about the maintenance and alteration of heritage places.
- Guidelines provide direction on how the Standards are to be interpreted and applied.

#### 3. Enabling legislation: *Local Government Act*, Part 27 or Civic Charter

- Council resolution to formally adopt the use of the Standards and Guidelines in community heritage conservation.
- May occur by and Area Plan Policy.

#### 4. City Legislation/Policy

- Not currently used.

#### 5. Method

- Council formally adopts the use of the Standards and Guidelines by resolution.
- The heritage value of an historic place is recognized through the preparation of a statement of significance.
- Standards are applied to the heritage property to determine what form of intervention will be taken: preservation, rehabilitation, restoration.
- Guidelines are then applied based on the type of intervention using a 'recommended' and 'not recommended' format.

#### 6. Pros

- Consistent, non-prescriptive and adaptable approach to interventions related to heritage places taking into consideration economic, safety, efficiency, environmental, accessibility and technical considerations.
- Reflect current values-based management practice in heritage conservation.
- Offers guidance in all categories of heritage places.
- Guidelines provide clarity to property and business owners, community and staff.
- Ensures that an appropriate level of heritage conservation is achieved in exchange for incentives from local government.

- Applying federal standards will assist in making projects eligible for any federal and provincial programs that may emerge in the future.

7. Cons

- There may be additional costs for owners to meet standards and guidelines (to be balanced with incentives).

8. Issues/Policy Questions

- This is an informal process that is not related to any section of the statutes or any legal instruments. This process should be carried out during the "review" stage, after the heritage control bylaw has been enacted.
- Requires a level of incentives to be commensurate with the additional maintenance requirements that may result.

9. Examples

- The Standards and Guidelines have been used for projects that received federal assistance through the Commercial Heritage Incentives Program (now ceased).

10. Conclusions

- Adopt the Federal Heritage Conservation Standards and Guidelines (e.g., as an OCP/Area Plan Policy) and apply them to heritage conservation projects in the Steveston Village.

## 2. Heritage Protection Tools

### 2.10 Heritage Procedures Bylaw

#### 1. Objective

- To establish clear protocols, authorities, application requirements and review procedures for heritage conservation activities.

#### 2. Description

- Local government establishes procedures and guidelines for heritage conservation.
- Can also delegate negotiation and decision making authority to a municipal official or employee.

#### 3. Enabling legislation

- *Local Government Act - Part 27 (Heritage Conservation)*

#### 4. City Legislation/Policy

- Development Permit, Development Permit Variance and Temporary Commercial and Industrial Use Permit Procedure Bylaw No. 7273.

#### 5. Method

- Different heritage conservation tools are defined, the information required is outlined and procedures for review are described.
- A Bylaw including procedures is prepared.
- Council adopts procedures Bylaw.

#### 6. Pros

- Contained in a standard Bylaw for easier reference.

#### 7. Cons

- Many existing land use procedures bylaws do not include a reference to heritage conservation tools.
- The costs of staff and consultants needed to prepare the bylaw.

#### 8. Issues/Policy Questions

- Prepare a separate heritage procedures bylaw or amending existing land use procedures bylaws to address use of heritage tools.

#### 9. Conclusions

- Adopt a heritage procedures bylaw that includes application procedures for heritage (not non-heritage) activity for Steveston Village (a proposed Heritage Conservation Area), clearly detailing the roles and responsibilities for staff, applicants, community Council etc.



## 2. Heritage Protection Tools

### 2.11 Temporary Heritage Protection

#### 2.11.1 Withholding of approvals

1. Objective
  - To provide a method to withhold issuance of an approval for an action that would alter a heritage resource.
2. Description
  - Local government can by bylaw direct officers and/or employees who issue approvals, to withhold approval for work which may alter a protected heritage property, a temporarily protected heritage property, or a property on a heritage register.
3. Enabling legislation
  - *Local Government Act* - Section 960
4. City Legislation/Policy
  - Not currently used.
5. Method
  - Local government passes a bylaw authorizing an official to withhold approval(s).
6. Pros
  - Allows temporary withholding when an action could alter a heritage resource.
  - Can be delegated to an officer or employee.
7. Cons
  - Does not provide long term protection of heritage resource.
8. Issues/Policy Questions
  - None identified.
9. Examples
  - Nanaimo
10. Conclusions
  - Not needed due to the Heritage Conservation Area.

## 2. Heritage Protection Tools

### 2.11 Temporary Heritage Protection

#### 2.11.2 Temporary Protection Orders

1. Objective
  - To temporarily protect a heritage resource to allow consideration of conservation alternatives.
2. Description
  - Local government can provide temporary protection to a potential heritage property or to an adjacent or nearby property in order to protect heritage property.
  - Order must specify a time period (but cannot be longer than 60 days).
  - Order cannot be made more than once in a 2 year period without the agreement of the owner.
  - Order can identify landscape features; specify types of alterations not requiring a heritage alteration permit; establish policies in relation to issuing a heritage alteration permit.
3. Enabling legislation
  - *Local Government Act* - Section 962
4. Civic Legislation/Policy
  - Not currently used.
5. Method
  - Local government approves order.
6. Pros
  - Provides short term period to work with owner to review heritage conservation objectives and identify possible solutions.
7. Cons
  - Does not provide longer term protection of heritage resource.
8. Issues/Policy Questions
  - None identified.
9. Examples
10. Conclusions
  - Utilize temporary protection measures if needed.

## 2. Heritage Protection Tools

### 2.11 Temporary Heritage Protection

#### 2.11.3 Temporary Protection Control Periods

##### 1. Objective

- To provide a temporary period of protection while heritage area planning is completed.

##### 2. Description

- Bylaw can provide temporary protection for up to one year for the following:
  - To identify the types of landscape features to be protected,
  - To specify the types of alterations not requiring a heritage alteration permit, and
  - To establish policies for issuing a heritage alteration permit.
- During the temporary period, a person must not:
  - Alter the exterior of a building or structure make structural changes to the building or structure alter, move or damage a fixture or feature identified in the bylaw, or
  - alter, excavate or build on the property

##### 3. Enabling legislation

- *Local Government Act* - Section 964

##### 4. City Legislation/Policy

- Not currently used.

##### 5. Method

- Local government passes a bylaw identifying an area, site or building that has heritage value.

##### 6. Pros

- Allows local government to manage change in the heritage area or for a heritage site or building while planning is underway.

##### 7. Cons

- Does not provide long term protection of heritage resources.

##### 8. Issues/Policy Questions

- None identified.

##### 9. Conclusions

- Use as necessary.

### **3. Financial Tools - Options to Calculate Heritage Incentives**

#### **Purpose**

The purpose of this section is to identify some possible methods to calculate the amount of incentive that could be granted for heritage conservation purposes.

#### **Background**

- Property owners are responsible for maintaining their buildings to meet the City requirements.
- Where a property is given a heritage designation, there may be additional maintenance costs associated with responsible conservation.
- At this time it is not known what it will cost to protect any one specific Steveston Village heritage building, as much depends on its condition and possible future development.

The Steveston Village Heritage Conservation Program proposes a number of heritage incentives (e.g., density bonus) to help off-set the costs of conserving and maintaining heritage resources in Steveston Village. Three options are discussed below, although a number of variations on each could be considered.

#### **Option 1 Premium Costs**

- Provide incentives to address the incremental expenses (those directly attributed to conserving heritage features) to rehabilitate and conserve heritage resources.
- Requires detailed costing/budget to be prepared.
- May not be sufficient to encourage owners to undertake conservation activity.
- Requires the least amount of financial incentive.

#### **Option 2 Building Rehabilitation Costs**

- Provide incentives to address the costs of conserving the building including building code (such as seismic upgrading and life safety), exterior and interior work.
- Requires detailed itemized costing/budget to be prepared.
- Likely to be viable for owners who own buildings and will continue to own them after rehabilitation.
- Requires a significant financial incentive.

#### **Option 3 Shortfall Costs**

- Provide incentives required to make a project viable.
- Deduct the costs of the project, the land, the building and the profit from the projected market value after renovation:
  - Less total costs (hard and soft costs + contingency),
  - Less property value (land and improvements), and
  - Less profit.
- If this equals a shortfall of costs, then an incentive is needed.
- Requires a proforma review.
- This option is the most likely to encourage owners to rehabilitate their buildings.

- Requires the highest level of financial incentives.

**Issues**

1. Identify who determines the building rehabilitation costs.
2. Other jurisdictions, for example Vancouver, approach the issue of financial compensation by examining the project costs from all three perspectives.

**Conclusions**

- Apply as necessary.

### 3 Financial Tools

#### 3.1 Municipal

##### 3.1.1 Possible City Heritage Grant Program

###### 1. Objective

- To encourage the conservation of buildings, (e.g., the restoration and/or enhancement of principal facades on buildings).

###### 2. Description

- Council can provide direct financial support to heritage properties.
- Council can provide financial support programs through arms length non-profit organizations (funded by municipalities and public fundraising).

###### 3. Enabling legislation:

- *Community Charter* - Section 8(1) and 25

###### 4. City Legislation/Policy (if applicable)

- Currently, the City has:
  - A Heritage Account for capital and non capital purposes,
  - A City Grant Program (only for non-profit groups), and
  - A Child Care Grant Program.

###### 5. A Possible Heritage Grant Program

- Council may establish a new Grant Program:
  - Council approves a policy and program to provide financial incentives including a source of funds,
  - Approval of financial incentives requires approval by 2/3 members of Council, and
  - Annual funds/budget would be required.
- A possible allocation formula:
  - Provide matching funds (50/50) up to a maximum amount (e.g., \$50,000) for qualifying conservation work.
- Possible Allocation conditions:
  - Application reviewed by staff,
  - Applicant provides 3 estimates from contractors,
  - Applicant provides invoices when work completed satisfactorily,
  - Council approves grant, and
  - Grant issued.

###### 6. Pros

- Could focus on improvements to building exteriors.
- Direct cash payments to owners when work is completed.
- Administration is not too complex.

7. Cons

- Requires a source of funds:
  - City (to be decided),
  - Other possible sources (to be decided), and
  - City funds for heritage are limited.
- Staff resources required to administer program.

8. Issues/Policy Questions

- The source of funding possibly:
  - City, or
  - Other.
- Need to establish program details.

9. Examples

- Vancouver (Gastown, Chinatown, Victory Square, Hastings Corridor) – matching grants on 50/50 shared basis up to \$50,000 per principal façade.
- Surrey – 50% of costs up to \$3,000 for up to 3 years.
- Downtown Nanaimo Partnership (City of Nanaimo, Nanaimo City Centre Assoc., Old City Quarter Assoc.) - 50% of costs up to \$10,000 per façade fronting a street.
- Victoria Civic Heritage Trust – (downtown) – Building Incentive Program (BIP) matching grants on 50/50 shared basis up to \$50,000.
- Kelowna Heritage Foundation – For protected buildings 50% of costs up to \$10,000:
  - For heritage register buildings 50% of costs up to \$5,000.
- Vancouver Heritage Foundation:
  - Restore It – 50% of costs up to \$5,000 for heritage homes, and
  - True Colours - \$2,000 grant for exterior painting of heritage home in colours that are in keeping with the stylistic period.

10. Conclusions

- Consider as necessary.

### 3. Financial Tools

#### 3.1 Municipal

##### 3.1.2 Heritage Property Tax Exemptions

###### 1. Objective

- To provide full or partial support for up to 10 years to offset heritage rehabilitation costs that meet conservation standards including the restoration/rehabilitation of heritage features and elements and to encourage full building upgrades (e.g., seismic).

###### 2. Description

- Allows a Council to give property owners a partial or total tax exemption of their property taxes for heritage purposes if a property is protected.
- Exemptions from 1-10 years.

###### 3. Enabling legislation

- *Community Charter* - Section 225

###### 4. City Legislation/Policy (if applicable)

- Not currently used.

###### 5. Method

- Various approaches.
- Giving such an exemption first requires Council approval of a policy and program, including the level of exemption and the period of time for which it is being given.
- Second, for individual exemptions a specific bylaw is prepared and adopted by 2/3 of the members of Council.

###### 6. Pros

- Effective for property owners who retain property for the long term.

###### 7. Cons

- This tool is not as effective for strata properties, as it is difficult for a developer to capture the benefit of a future tax exemption when a strata unit is sold.
- The amount of the tax incentive is constrained by the actual taxes paid – in some cases the taxes payable may be low.
- For an owner, the payback is over a long period (up to 10 years).
- Other taxpayers pay for these exemptions.

###### 8. Issues/Policy Questions

- Requires tax exemption and bylaws.

###### 9. Conclusions

- Requires more research.
- Consider as necessary.



### 3. Financial Tools

#### 3.1 Municipal

##### 3.1.3 Revitalization Property Tax Exemptions

###### 1. Objective

- To meet social, economic, environmental or other community needs – (e.g., could be used for revitalization purposes such as the retention of industrial or other uses deemed important to the heritage character of the Village).

###### 2. Description

- Allows the exemption of municipal property value tax in a designated revitalization area (e.g., a Heritage Conservation Area) or in designated circumstances.
- Can also be applied to a type of property or particular activity.
- Maximum 10 year term (non-renewable).
- Exemptions may apply to the value of land or improvements or both.
- Council can specify the amount and extent of tax exemptions available.

###### 3. Enabling legislation

- *Community Charter* - Section 226

###### 4. City Legislation/Policy (if applicable)

- Not currently used.

###### 5. Method

- Council must establish a revitalization bylaw and program with defined reasons and objectives.
- Council may then enter into agreements with property owners which can include requirements and other conditions.
- Council may then issue a revitalization tax exemption certificate.

###### 6. Pros

- Can direct the tax incentive to a specific heritage area, use or building type.

###### 7. Cons

- If used exclusively in Steveston Village, may raise the question of equity with other uses and other areas of Richmond.
- Other taxpayers would be paying for the exemption.

###### 8. Issues/Policy Questions

- Could be used to encourage industrial and marine support uses to remain, or locate in Steveston or to retain mixed uses in the Village.

###### 9. Examples

- Prince George, Merritt, Mission, Chilliwack (OCP) – in support of revitalization and new construction.

- Langford (Financial Plan) – specific to development of commercial hotel and motel facilities.

**NOTE:** Recent amendments have broadened the scope of revitalization tax exemption tools that come into force for the 2008 tax year.

#### 10. Conclusions

- Consider as necessary.

### 3. Financial Tools

#### 3.1 Municipal

##### 3.1.4 Bonus Density

###### 1. Objective

- To provide an incentive to off-set heritage conservation costs.

###### 2. Description

- Additional density is granted to address the cost of undertaking heritage conservation work.
- Density can then be used on site or transferred off-site.

###### 3. Enabling legislation

- *Local Government Act* – Division 2 (OCP provisions) and Section 903 (Zoning provisions)

###### 4. City Legislation/Policy

- City uses density bonusing (e.g., for affordable housing).

###### 5. Method

- Amend OCP , Area Plan and Zoning and Development Bylaw to establish density bonus system.
- Council approval of policy and program including how bonus density and transfer are to be determined.
- Various approaches can be used to determine the density bonus amount.
- Subject to notice and public hearing processes.
- Detailed calculation may be obtained through a proforma analysis.

###### Calculation Options:

Option 1 Determine the amount of incentive required to make project economically viable (or could use premium costs associated with heritage conservation.

Option 2: Provide a “set amount” of incentive (e.g., 1 FAR).

Option 3: Exempt floor space of an existing heritage resource (e.g., up to 0.2 FAR) (i.e. The floor space from an existing heritage building might not be included in the calculation of the floor space permitted on a site and therefore would be similar to a bonus).

Option 4: Use accepted cost indices to determine the incentive amount.

###### 6. Pros

- No direct cost to city.
- Option 1 provides incentives based on actual costs of work.
- Option 2 is simple to administer.

###### 7. Cons

- Option 1 involves detailed negotiations; can be complex and time consuming.
- Option 2 may provide too much or too little incentive.

- All options may involve the establishment of a transfer of density system.

8. Issues/Policy Questions

- Must decide if bonus density should be used only on a heritage site, or if it may be transferred off the heritage site.

9. Examples

- Vancouver
- New Westminster

10. Conclusions

- Provide a density bonus and transfer system for the Village.

### **3. Financial Tools**

#### **3.1 Municipal**

##### **3.1.5 Residual Density**

###### **1. Objective**

- To achieve heritage conservation (e.g., encourage shorter heritage buildings to retain their existing lower height and scale).

###### **2. Description**

- Provide residual density for off-site transfer as an incentive to maintain the existing built heritage form.

###### **3. Enabling legislation**

- *Local Government Act*, OCP (Division 2) and Zoning (Section. 903) provisions

###### **4. City Legislation/Policy (if applicable)**

- Not currently used.

###### **5. Method**

- Amend OCP, Area Plan and Zoning and Development Bylaw to establish density bonus approach.
- Council can adopt a policy and program (e.g., in OCP, Area Plan, Zoning Bylaw).
- Allow residual density (the difference between existing built density and that permitted).
- The Area Plan or existing zoned density to be either:
  - not built and compensated for, or
  - transferred off the site.

###### **6. Pros**

- This tool provides an additional incentive to encourage heritage conservation.
- It provides an opportunity for the owner to capture any loss of development potential.
- It is simple to determine the amount of FAR.
- Depending on the arrangement there may be no cost to the local government.

###### **7. Cons**

- May create additional density to be compensated for, or transferred, which could impact value.
- May require establishment of a transfer of density system.
- In some cases, retaining the existing low density onsite or within an area can discourage vitality.

###### **8. Issues/Policy Questions**

- Consider if on site parking requirements may result in more residual (unbuilt) density being available.

9. Conclusions

- Recognize residual density and manage as necessary.

### 3. Financial Tools

#### 3.1 Municipal

##### 3.1.6 Transfer of Density

###### 1. Objective

- To develop a mechanism for bonus and/or residual density to be transferred off site.

###### 2. Description

- Allows for residual and/or bonus density granted through heritage projects to be transferred, when not otherwise compensated for on site, to receiver sites in the Village and rest of the city.
- Bonus and/or residual density can be “banked” on site through a covenant on the donor site, or maybe sold and transferred to other receiver sites, subject to approval by local government.
- Local government responsible for granting density at a donor site and approving its transfer to a receiver site.
- The selling price of density is established by the marketplace.

###### 3. Enabling legislation

- *Local Government Act*, OCP (Division 2) and Zoning (Section. 903) provisions

###### 4. City Legislation/Policy (if applicable)

- Not currently used.

###### 5. Method (Various)

- Amend OCP, Area Plan and Zoning and Development Bylaw to establish density bonus and transfer system.
- Subject to notice and public hearing processes.
- Council approves policy and program (e.g., in the Area Plan) including the identification of receiver sites or area.

Option 1: Amend the Area Plan and Zoning Bylaw to create a transfer of density system (e.g., New Westminster).

Option 2: Seek an amendment to the *Community Charter* to enable a transfer of density system (e.g., Vancouver Charter provisions).

###### 6. Pros

- The “market” is responsible for setting prices and completing transactions.
- City acts as administrator (e.g., by managing simultaneous rezoning, by other approaches).
- As the City processes many rezonings at any one time, there are opportunities for simultaneous rezonings.
- No cost to City.

7. Cons

- Supply and demand – if the supply of transferred density increases and the demand or prices decrease may need to provide greater amounts of density (e.g., on receiver sites) which in turn may put downward pressure on value.

8. Issues/Policy Questions

- Explore options.

9. Examples

- Vancouver
- New Westminster

10. Conclusions

- Establish a flexible density bonus transfer approach in Steveston Village to allow for the transfer of density within the Steveston Village and elsewhere in the City with donor and receiver sites being rezoned simultaneously.
- Consider additional density transfer approaches, as necessary.



### 3. Financial Tools

#### 3.2 Provincial

##### 3.2.1 Heritage Legacy Fund of BC

###### 1. Objective

- To provide guidance and financial support to heritage projects throughout the province.

###### 2. Description

- A joint initiative of The Land Conservancy and Heritage Society of BC whose purpose is to provide guidance and financial support to heritage projects in BC.
- Similar to that of the former BC Heritage Trust funding and is available to non-profit agencies, registered charities and local governments.

###### 3. Enabling legislation

- Provincial

###### 4. City Legislation/Policy (if applicable)

- Not applicable.

###### 5. Method

- Make application to the program.
- Two programs:
  - Heritage conservation – preservation, rehabilitation, and restoration of heritage resources up to \$25,000 for each building, or
  - Heritage awareness – for research, documentation, presentation (amount varies), and the publication of information about specific heritage resources up to \$10,000 for each building.

###### 6. Pros

- Potential funding partner for heritage conservation projects.

###### 7. Cons

- Limited resources available to support conservation projects in all of the province.

###### 8. Issues/Policy Questions

- Support is uncertain.

###### 9. Conclusions

- Make application for support under the Heritage Legacy Fund of BC for projects that are community based and/or non-profit.
- City of Richmond is to have Heritage Legacy Fund of BC information, application materials and forms available for this and other programs which could provide financial support to heritage conservation projects and activities.

### **3. Financial Tools**

#### **3.2 Provincial**

##### **3.2.2 Provincial/Community Heritage Register Program**

(See also section 2.2 Heritage Register)

#### **1. Objective**

- To ensure that the City's Heritage Register meets provincial and federal standards.

#### **2. Description**

- Funding program to support the preservation of community heritage registers to be consistent with provincial and federal heritage register standards.
- May include:
  - Converting a heritage inventory to a heritage register,
  - Updating an existing heritage register,
  - Adding to a heritage register, and
  - Creating a new heritage register.
- Funding is up to 100% of eligible costs to a maximum of \$20,000; can include consultant/professional fees and related expenses but not in-kind contributions.
- Only available to local governments.

#### **3. Enabling legislation (if applicable)**

- Not applicable.

#### **4. City Legislation/Policy (if applicable)**

- Not applicable.

#### **5. Method**

- A local government submits a letter of application with supporting documentation and amount requested.
- A partial payment can be requested at mid point by submitting an interim report and a financial statement.
- At project completion a final report including a copy of the document/register, resolution from local government to adopt register, and a certified financial statement must be submitted.

#### **6. Pros**

- Financial support is available to assist with work on the Heritage Register.

#### **7. Cons**

- None identified.

#### **8. Issues/Policy Questions**

- None identified.

9. Conclusions

- No action at this time as Phase 1 of the Steveston Village initiative involved a comprehensive review of heritage resources in the Steveston Village area and no heritage resource are to be added to Heritage Register, as the Strategy and proposed Heritage Conservation Area are adequate.

### **3. Financial Tools**

#### **3.2 Provincial**

##### **3.2.3 Conservation and Feasibility Planning Program**

###### **1. Objective**

- A provincial program to support the preparation of conservation or feasibility plans for historic places recognized by local government.

###### **2. Description**

- Up to 80% of total eligible costs, to a maximum of \$10,000 can be used for:
  - Researching the historical importance of heritage resources,
  - Preparing for emergency stabilization,
  - Assessing the feasibility of conservation, restoration or rehabilitation,
  - Preparing a program of maintenance,
  - Producing “as found” scale drawings and photographs,
  - Reviewing code compliance and necessary upgrading,
  - Preparing estimates for project costs, and
  - Preparing a site management plan.

###### **3. Enabling legislation (if applicable)**

- Not applicable.

###### **4. City Legislation/Policy (if applicable)**

- Not applicable.

###### **5. Method**

- A letter of application with detailed information on the project description and a budget supporting the request is submitted to Ministry.

###### **6. Pros**

- This tool provides a source of funding to undertake planning and feasibility work on individual resources.

###### **7. Cons**

- Limited funding.
- Can expect that only a few applications would be approved for each local government.

###### **8. Issues/Policy Questions**

- None identified.

###### **9. Conclusions**

- Consider as necessary

## 4 Partnership Tools

### 4.1 Possible City Heritage Support Initiatives

#### 1. Objective

- To support complementary initiatives that further conservation and revitalization efforts.

#### 2. Description – possible activities.

- Public work projects – infrastructure projects should be reviewed carefully to ensure that they contribute positively to the character of the Village and do not negatively impact character.
- Public Realm Improvements – street and sidewalks, lighting.
- Property purchase – strategic acquisition to support heritage conservation efforts in Steveston Village.
- Marketing & Promotion – to retain & attract businesses, residents and tourists to the Village.
- Heritage Awareness Program – increase knowledge, understanding and appreciation of Steveston Village.
- Business Improvement Associations (BIA) are programs and areas established by bylaw where property owners jointly fund activities.

#### 3. Enabling legislation

- *Community Charter* - Section 215

#### 4. City Legislation/Policy (if applicable)

- Not applicable.

#### 5. Method

- The local government can act as a supporter of heritage (e.g. build public works/public realm improvements or as facilitator, marketing and promotion, and heritage awareness programs).

#### 6. Pros

- Developing a consistent theme/appearance/branding that will facilitate marketing the Village as a unique destination and place to live/work.

#### 7. Cons

- A City source of funding is required.

#### 8. Issues/Policy Questions

- No identified funding sources.

#### 9. Examples

- Various:

- Revelstoke – streetscape enhancement revitalization areas – (2003) policy to upgrade streets in the downtown and outlying areas providing specific details for the provision of street lighting, trees, sidewalks and roadways (3 treatment levels).
- BIAs in various locations throughout the province.

#### 10. Conclusions

- Upon approval of the Steveston Village Conservation Strategy Implementation Program staff promote community awareness of the program and its implications.
- City encourages developers and community groups to apply for funding through existing support programs (e.g., BC 150; 2010 Legacies Program) and future funding programs available from senior levels of government that support and promote the uniqueness of Steveston Village.

## 4. Partnership Tools

### 4.2 Streamline Heritage Applications

#### 1. Objective

- Review existing City regulations and administrative procedures for rezoning, development and building permits, subdivision etc. to determine their effectiveness and if efficiencies can be found.

#### 2. Description

- A tool to develop priority processing for heritage conservation projects.
- Involves the preparation of shelf-ready and model bylaws, agreements and covenants.

#### 3. Enabling legislation

- *Local Government Act* - various Sections

#### 4. City Legislation/Policy (if applicable)

- Development Permit, Development Permit Variance and Temporary Commercial and Industrial Use Permit Procedure Bylaw No. 7273.

#### 5. Method

- Varies depending on permission/permit being sought.
- See procedures bylaw mentioned above.

#### 6. Pros

- Developing procedures for heritage conservation projects will allow applications involving heritage resources to be processed in a timely manner.

#### 7. Cons

- May be difficult to achieve significant efficiencies as heritage projects often involve additional complexity due to negotiations and ensuring that they meet appropriate heritage standards and guidelines, particularly if they are receiving incentives/ assistance.
- May require additional staffing and/or resources.

#### 8. Issues/Policy Questions

- May require additional heritage staff resources/expertise to facilitate processing of applications involving heritage properties.

#### 9. Conclusions

- Support additional training of heritage and planning staff, the Heritage Commission (HC), Advisory Design Panel (ADP) and Development Permit Panel (DPP).
- Continue to refer development applications with a significant heritage component to the HC for review and comment prior to proceeding to ADP. Note: HC comments are included in Staff Comments to the ADP.

## 4. Partnership Tools

### 4.3 Possible City Support Services

#### 1. Objective

- To provide assistance to property owners/tenants undertaking heritage conservation projects.

#### 2. Description

- Several forms of assistance may be offered, including:
  - planning, design and technical advice, and
  - feasibility studies, planning work, facilitation etc. to conserve heritage resources.

#### 3. Enabling legislation (if applicable)

- Not applicable.

#### 4. City Legislation/Policy (if applicable)

- Not applicable.

#### 5. Method

- Staff provides assistance.
- Approval of funding to provide consultant services to determine project feasibility/budget to project completion.

#### 6. Pros

- Assist owners/tenants with the costs of feasibility and project planning work.
- Can provide direct grants/assistance to heritage property owners and organizations.

#### 7. Cons

- A Source of funds/budget is required to support consultant or staff resources.

#### 8. Issues/Policy Questions

- Source of funds (tbd).

#### 9. Examples

- Victoria – design assistance grants.
- Revelstoke – Sign & façade design program support for heritage consultant to assist with selection of colour schemes and/or façade improvements.

#### 10. Conclusions

- Consider as necessary.



## **4. Partnership Tools**

### **4.4 Possible Fundraising Organization**

#### **1. Objective**

- To raise and distribute funds for heritage conservation initiatives through (a non-profit) organization.

#### **2. Description**

- Could include:
  - Approaching senior levels of government, or
  - Establish the heritage foundation for Steveston (or Richmond) – a charitable organization that supports heritage conservation, awareness and education and fundraising initiatives.

#### **3. Enabling legislation (if applicable)**

- Not applicable.

#### **4. City Legislation/Policy (if applicable)**

- Not applicable.

#### **5. Method**

- Seek out support from programs where long-term, one-time, or project specific assistance is available.

#### **6. Pros**

- Provides financial assistance for heritage projects.
- May provide income tax receipts for donations and can receive donations of property if a Foundation is registered as charity with Revenue Canada.

#### **7. Cons**

- Limited sources of funding available.
- For creating a Foundation:
  - Getting approval from Revenue Canada will require resources,
  - Raising money to establish an endowment,
  - Need a source of funds for operating costs, and
  - For donations of property received, there will be ongoing maintenance and operating costs.

#### **8. Issues/Policy Questions**

- None identified.

#### **9. Conclusions**

- Consider as necessary.

## APPENDIX

1. Steveston Conservation District (SC/XXX)
2. Building Regulation Bylaw 7230 Amendment Bylaw 8402
3. Heritage Revitalization Agreement Bylaw
4. Heritage Conservation Covenant (Building and Land)
5. Heritage Conservation Covenant (Landscaping)
6. Heritage Procedures Bylaw 8400
7. Heritage Control Period Bylaw 8401
8. Heritage Area Permissive Tax Exemptions Bylaw
9. Revitalization Tax Exemption Bylaw

## Template Guidelines

### 291.XXX STEVESTON CONSERVATION DISTRICT (SC/XXX)

The intent of this medium density zoning district is to provide incentives to support conservation of the heritage character of Steveston Village, while providing for the shopping, personal service, business, entertainment, mixed commercial/residential and industrial needs of the Steveston area.

#### 291.XXX.1 PERMITTED USES

*Specific uses will be tailored to each site. They may include the following or additional uses as reviewed on a case by case basis and in accordance with the Area Plan*

**RETAIL TRADE & SERVICES**, but excluding gas station, and the sales and servicing of automobiles, trailer or motorcycles;

OFFICE;

FOOD CATERING ESTABLISHMENT;

ANIMAL HOSPITAL OR CLINIC, including **caretaker residential accommodation** in conjunction therewith;

**EDUCATIONAL INSTITUTION;**

**RECREATION FACILITY;**

**COMMERCIAL ENTERTAINMENT;**

**HOTEL;**

STUDIO for artist, display, dance, radio, television or recording;

**MIXED COMMERCIAL/RESIDENTIAL USE**; except that: No portion of the first **storey** of a **building** within 9 m (29.53 ft.) of the **front property line** shall be **used** for residential purposes; despite the exception, an entrance to the residential use or parking area above or behind the commercial space is permitted if the entrance does not exceed 2.0 m (6.56 ft.) in width;

**MIXED INDUSTRIAL/RESIDENTIAL USE**; except that: No portion of the first **storey** of a **building** within 9 m (29.53 ft.) of the **front property line** shall be **used** for residential purposes; despite the exception, an entrance to the residential use or parking area above or behind the industrial space is permitted if the entrance does not exceed 2.0 m (6.56 ft.) in width;

AUTOMOBILE PARKING;

TRANSPORTATION;

**LIGHT INDUSTRY;**

**COMMUNITY USE;**

**ACCESSORY USES, BUILDINGS OR STRUCTURES.**

*The above intent statement and guidelines for permitted uses are the same throughout Steveston Village. The following regulation guidelines vary depending on whether the property is located in the Steveston Village Core Sub-Area or Riverfront Sub-Area (see reference map 1)*

**FOR PROPERTIES IN THE STEVESTON VILLAGE CORE SUB-AREA**

**291.XXX.2 PERMITTED DENSITY**

**.01 Maximum Floor Area Ratio:**

- (a) For Automobile Parking as a principal use: No maximum limit.
- (b) For all other uses: 1.2 (exclusive of parts of the building used for off-street parking purposes).

*[The maximum FAR is 1.2 for properties along Moncton Street. For other properties, the Maximum FAR may be increased incrementally up to no more than 1.6 as compensation for the conservation of heritage values on the property (e.g., public right-of-passage through the property, conservation of original building fabric, and heritage interpretive material)]*

**291.XXX.3 MAXIMUM LOT SIZE**

- .01** A building shall not be constructed on a lot of more than *[Insert subject lot size]* m<sup>2</sup> ( *[Insert subject lot size]* ft<sup>2</sup>) in area.

*[Specific lot size will need to be reviewed as a part of development application review on a case by case basis. It is intended to be the size of the historic lot (see reference map 2), to re-establish the historic lot layout of the Village, which included a variety of lot sizes]*

*[The maximum parcel size may be increased in the case of a landlocked parcel to include access to a public road other than the front street of the subject property, or to prevent the creation of a landlocked parcel. Parcel size may not increase beyond two historical 1892 Survey parcels. In the case of a parcel spanning an 1892 Survey line, the building form is to recognize the historical lot line location by maintaining structural supports directly below street building facade at 1892 Survey lot line locations]*

#### 291.XXX.4 **MAXIMUM HEIGHTS**

.01 Buildings: 12 m (39.37 ft.), but containing not more than 3 storeys, except as follows:

- (a) Building height along Moncton Street shall not exceed 9 m (29.60 ft.), but containing not more than 2 storeys.

*[The building height along Moncton Street may be increased to 3 storeys if limited to no more than one third of the maximum achievable streetwall (e.g., one of three buildings, one of three lots). The intent is to achieve a varied streetscape roofline along Moncton Street.]*

.02 Structures: 20 m (65.617 ft.).

#### 291.XXX.5 **SETBACKS FROM PROPERTY LINES**

.01 Road Setbacks: Building front facades facing a public road shall not be set back from the public road property line, except for the following elements:

- (a) 1.5 m (4.92 ft.) maximum setback of ground floor building face (to underside of floor or roof structure above), accompanied with support posts at the front property line, and at historic lot line locations (see “Steveston Village Historic Lot Line Map” in Steveston Area Plan);
- (b) Entrance to a ground level public right-of-way maximum 2.4 m (7.87 ft.) wide, but not more than 25% of facade width;
- (c) Recessed balcony opening(s) maximum 2.4 m (7.87 ft.) wide and total aggregate width maximum 25% of lot width; and
- (d) The aggregate area of all recesses and openings in items (a), (b), and (c) to not exceed a maximum of 33% of building facade measured from ground level to parapet cap by the facade width.

#### 291.XXX.6 **OFF-STREET PARKING**

.01 Off-street parking shall be provided in accordance with Division 400 of Zoning Bylaw 5300, EXCEPT THAT:

- (a) Off-street parking for the use of residents shall be provided at the rate of 1.0 spaces per dwelling unit;
- (b) Off-street parking for the use of residential visitors shall be provided at the rate of 0.2 spaces per dwelling unit;
- (c) *[Given the broad range of uses encouraged, non-residential parking requirements will be reviewed on a site by site basis to reflect that Division 400 requirements vary for different types of non-residential uses and will be reduced by 33%]*

- (d) Instead of providing Off-street parking in accordance with (b) and (c) above, the greater of the two may be provided instead.
- (e) Off-street parking spaces may be arranged in an arrangement perpendicular to a rear lane provided that there is no adjoining fence or structure of greater than 0.3 m (0.98 ft.) in height within 3 m (0.98 ft.) of the rear lane that would impede the view of on-coming traffic on the near side of the lane; and
- (f) Off-street parking spaces shall be no closer than 0.6 m (1.97 ft.) to a property line which abuts a rear lane, and no closer than 0.3 m (0.98 ft.) to any other property line.

*Off-Street Parking Guidelines Table for Steveston Core Sub-Area*

Land Use	Steveston Village Core Off-Street Parking Requirements Steveston Conservation (SC) Zone	
Non-residential	A 33% reduction from Division 400 requirements	<u>For sites with a heritage resource</u> On a site specific basis, if there is undue hardship in accommodating all the required parking on site, Council may consider: (a) cash-in lieu in accordance with the Zoning and Development Bylaw 5300; or (b) an off-site parking arrangement that is secured nearby (within 150 metres).  <u>For sites with no heritage resource</u> Off-street parking requirements are to be met on site
Mixed-Use: (Residential component)	1.0 space per dwelling unit (a33% reduction from Division 400 requirement)	<u>For all sites, (non-heritage and heritage), it is intended that off-street requirements are to be met on site.</u>
Mixed Use: (Visitors to residential component)	No change, but instead of providing both off-street parking for visitors and the non-residential uses onsite, the greater of the two may be provided instead.	<u>For sites with a heritage resource</u> On a site specific basis, if there is undue hardship in accommodating all the required parking on site, Council may consider: (a) cash-in lieu in accordance with the Zoning and Development Bylaw 5300; or (b) an off-site parking arrangement that is secured nearby (within 150 metres)  <u>For sites with no heritage resource</u> Off-street parking requirements are to be met on site.

*End of regulations for Core Sub-Area*

**FOR PROPERTIES IN THE STEVESTON VILLAGE RIVERFRONT SUB-AREA:**

**291.XXX.2 PERMITTED DENSITY**

**.01 Maximum Floor Area Ratio:**

- (a) For Automobile Parking as a principal use: No maximum limit.
- (b) For all other uses: 1.2 (exclusive of parts of the building used for off-street parking purposes).

*[The maximum FAR may be increased incrementally up to no more than 1.6 as compensation for the conservation of heritage values on the property (e.g., public right-of-passage through the property, conservation of original building fabric, and heritage interpretive material)]*

291.XXX.3 **MAXIMUM HEIGHTS**

.01 Buildings: 20 m GSC for any pitched roof building with a roof slope between 10 in 12 and 12 in 12, but containing not more than 3 storeys.

EXCEPT THAT the maximum height is 17 m GSC for any portion of any building with an ancillary roof form with a different roof slope, but containing not more than 3 storeys.

.02 Structures: 20 m (65.617 ft.).

*[No new buildings are to be taller than the Gulf of Georgia Cannery, which has a building height of approximately 22 m GSC or 19 m, measured from the dock level. For this reason, building height is specified in Geodetic Survey of Canada (GSC), to avoid building height being measured in relation to Bayview Street, which may increase in height over time]*

291.XXX.4 **OFF-STREET PARKING**

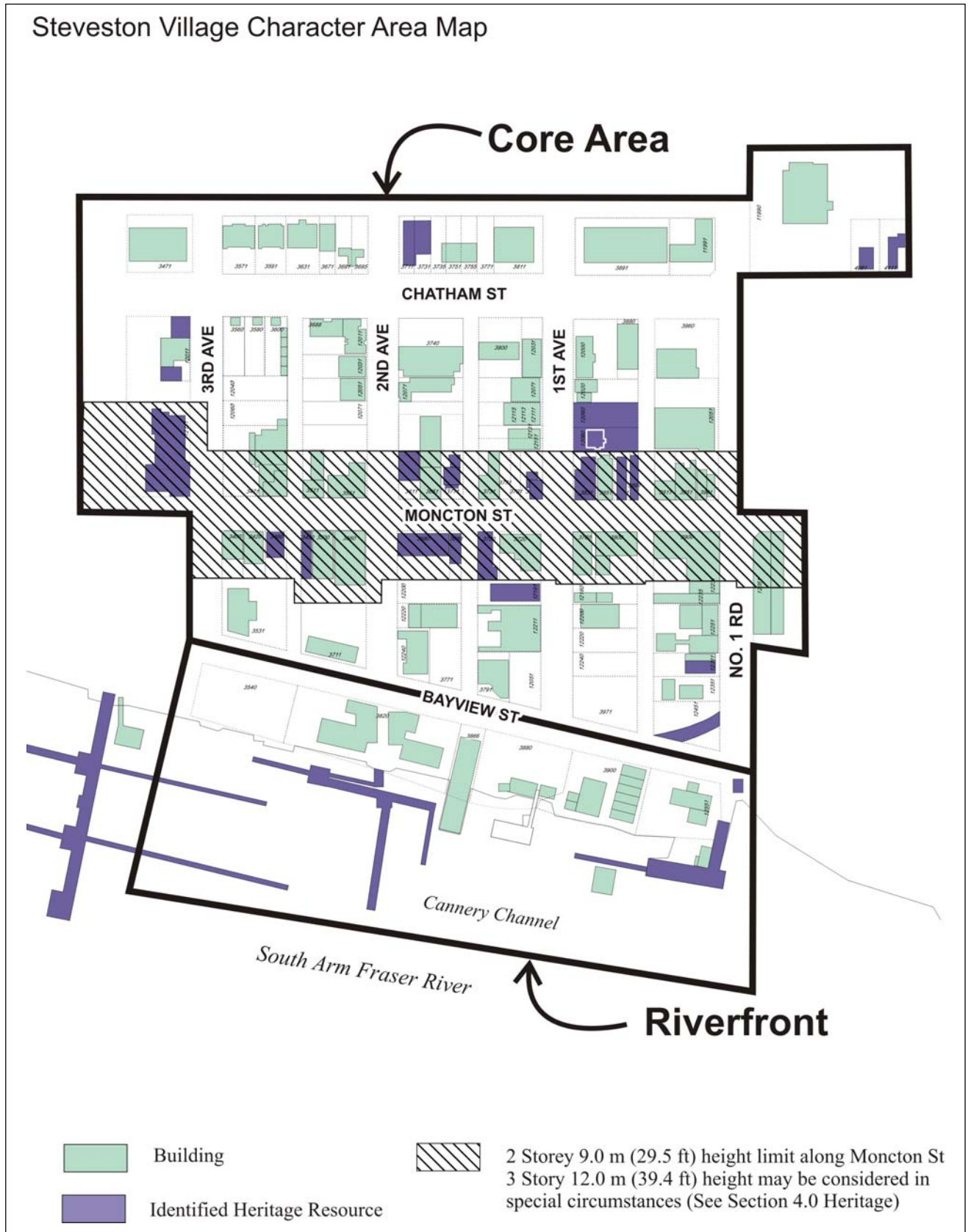
.01 Off-street parking shall be provided in accordance with Division 400 of Zoning Bylaw 5300, EXCEPT THAT, see table below.

*Off-Street Parking Guidelines Table for Riverfront Sub Area*

Steveston Village Riverfront Sub Area
Off-Street Parking Requirements shall be provided in accordance with Zoning and Development Bylaw 5300 (Division 400), except that, (a) Required parking spaces may be located on or off site. (b) If located on-site, parking spaces should NOT be provided at grade, but should be located within upper levels of building. (c) For off-site parking spaces: (i) must be secured in perpetuity, and (ii) parking spaces must be located within 150 metres of development (d) Cash-in-lieu for a portion of required parking spaces will be permitted.

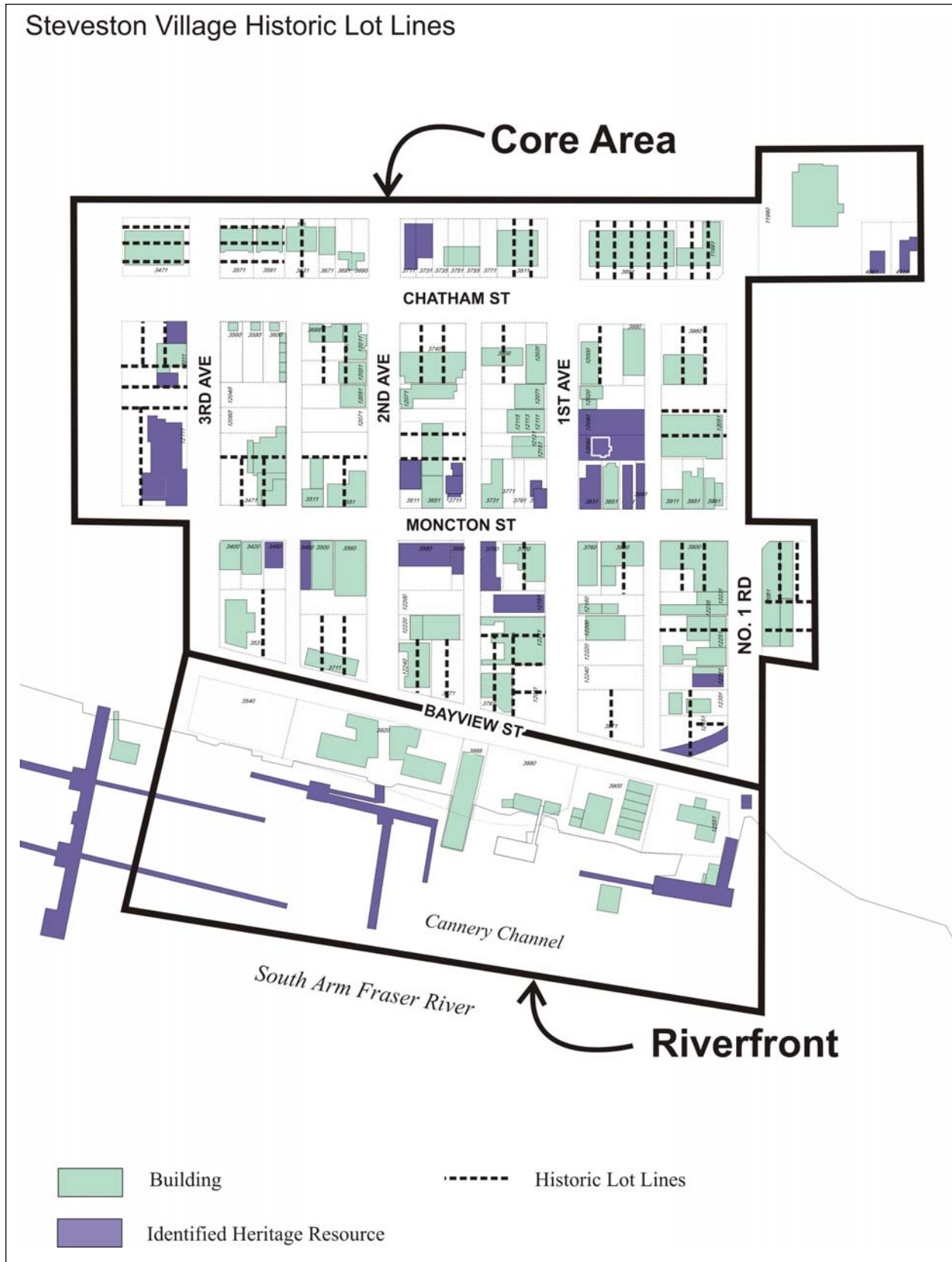
*End of regulations for Riverfront Sub-Area*

Reference Map 1: Steveston Village Character Area Map from the Steveston Area Plan





Reference Map 2: Steveston Village 1892 Historic Lot Lines Map from the Steveston Area Plan (based on 1892 Survey Plan with modifications)





**Building Regulation Bylaw 7230 Amendment Bylaw 8402**  
A Bylaw to Amend the City's Building Bylaw

The City Council of the City of Richmond, in open meeting assembled, enacts as follows:

**Citation**

- 1. This Bylaw is cited as "**Building Regulation Bylaw No. 7230 Amendment Bylaw 8402**".

**Designation**

- 2. Building Regulation Bylaw No. 7230, as amended, is further amended by adding the following at the end of section 2.2.1:
  - (k) in the Steveston Heritage Conservation Area designated in the Official Community Plan, demolish, repair, alter, add to, enlarge, move, relocate, reconstruct or remove a **building** or demolish or alter any part of the exterior of a **building** unless the **owner** has first applied for and obtained a:
    - (i) **building permit** to allow the demolition, repair, addition, enlargement, move, relocation, reconstruction or removal;
    - (ii) **building permit** to allow **construction** of a replacement **building** on the same parcel prior to demolition of the existing building; or
    - (iii) **development permit** in respect of landscaping on the same parcel.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF RICHMOND  
APPROVED for content by originating dept.  
*[Signature]*  
APPROVED for legality by Solicitor  
*[Signature]*

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER



## Heritage Revitalization Agreement Bylaw XXXX

A Bylaw to enter into a Heritage Revitalization Agreement under  
Section 966 of the *Local Government Act*

WHEREAS the City of Richmond and [owner] wish to enter into a heritage revitalization agreement for the property located at [address];

NOW THEREFORE, the Council of the City of Richmond enacts as follows:

### Citation

1.1 This Bylaw may be cited as “**Heritage Revitalization Agreement Bylaw XXXX**”.

### Heritage Revitalization Agreement

- 2.1 The City of Richmond enters into a Heritage Revitalization Agreement with the registered Owner of the property located at [address], and legally described as [legal description].
- 2.2 The Mayor and Director, City Clerk’s Office are authorized on behalf of City Council to sign and seal the Heritage Revitalization Agreement.

### Definitions

3.1 In this Bylaw,

“Heritage Revitalization Agreement” means an agreement under Section 966 of the *Local Government Act* between the City and the owner of the Heritage Property, which Agreement is attached as Schedule A.

“Heritage Property” refers to a building described in section 2.1.

“Heritage Alteration Permit” is a permit issued by the City to allow changes to be made to protected heritage property.

**Schedule**

3.2 Schedule 'A' entitled "Heritage Revitalization Agreement" is attached to and forms part of this Bylaw.

FIRST READING

SECOND READING

THIRD READING

ADOPTED


CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DIRECTOR, CITY CLERK'S OFFICE

## Schedule A – Heritage Revitalization Agreement

Bylaw No. XXXX

THIS AGREEMENT dated for reference [date, year] is

**BETWEEN:**

[Owner]

(the "Owner")

**AND:**

**THE CITY OF RICHMOND**

6911 No. 3 Road  
Richmond, BC V6Y 2C1

(the "City")

**GIVEN THAT:**

- A. The Owner is the registered owner in fee simple of the land and all improvements legally described as PID: [pid], [legal description] and located at [civic address], Richmond, B.C. (the "Land");
- B. One principal building is currently situated on the Land, which is listed as a primary building in the Richmond Heritage inventory;
- C. The City and the Owner agree that the existing building has considerable heritage merit and should be conserved;
- D. Section 966, Part 27 of the *Local Government Act* R.S.B.C. 1966 c.323 authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of a heritage property, and to allow variations of, and supplements to, the provisions of a zoning Bylaw, subdivision Bylaw, development permit and heritage alteration permit;
- E. The Owner and the City have therefore agreed to enter into this Heritage Revitalization Agreement setting out the terms and conditions by which the heritage value of the Land and the primary heritage building are to be preserved and protected, in return for specified supplements and variances to City Bylaws;

THIS AGREEMENT is evidence that in consideration of the sum of ten dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration (the receipt of which each party hereby acknowledges) the Owner and the City each covenant with the other pursuant to Part 27, Section 966 of the *Local Government Act*, as follows:

**PART A – OBLIGATIONS RELATING TO LOT X****Conservation of the Existing Heritage Building (Conservation Plan – Standards, Specifications)**

1. Upon execution of this Agreement, the Owner shall commence and complete the restoration and renovation of the existing heritage building on Lot X in accordance with approved architectural drawings, attached as Appendix A and forming part of this agreement.
2. Prior to commencement of the restoration and renovation work on the existing heritage building, the Owner shall obtain from the City permits and licences required under City Bylaws.
3. Construction, maintenance, repair and conservation work to the existing heritage building shall be done at the Owner' sole expense in accordance with generally accepted engineering and heritage conservation practices.

**Variations to Zoning & Development Bylaw No. 5300, as amended**

4. Zoning & Development Bylaw No. 5300, as amended is hereby varied and supplemented in its application to Lot X and the existing heritage building, and as shown in the drawing in Appendix B.

**Timing and Phasing of Restoration**

5. The Owner shall commence and complete all actions required for the restoration, repair, conservation, landscaping and maintenance of the existing heritage building on Lot X, as set out in the approved architectural (building permit) drawings in Appendix A within two (2) years following the adoption of the Bylaw authorizing this Agreement.

**Ongoing Maintenance**

6. Following completion of the conservation process, the Owner shall maintain the existing heritage building and Lot X in good repair, in accordance with the maintenance standards outlined in Appendix B.

**Damage to or Destruction of the Existing Heritage Building**

7. If the existing heritage building is damaged, the Owner shall obtain a Heritage Alteration Permit from the City and, in a timely manner, restore and repair the heritage building to the same condition and appearance that existed before the damage occurred.
8. If, in the opinion of the City, the heritage building is completely destroyed and the Owner intend to construct a replacement building on Lot X, the Owner must construct a new building in compliance with Zoning & Development Bylaw No. 5300, as varied by this Agreement, in a style that is similar to that of the heritage building, and complementary to any building on Lot Y.

**PART B – OBLIGATIONS RELATING TO LOT Y****Guidelines for New Construction**

9. A Heritage Alteration Permit will be required to ensure that new construction on Lot Y is compatible with and sensitive to the existing heritage building on Lot X, and that, together, both lots maintain the character of the Land, which existed prior to subdivision.

10. New construction shall adhere to the form and character guidelines for Lot Y, which are included in Appendix D.

#### **Variations to Zoning Bylaw**

11. Zoning & Development Bylaw No. 5300 is hereby varied and supplemented to permit Lot Y as shown on the plan of subdivision in Appendix F, to provide the building envelope shown in Appendix E, and the construction of a new building on Lot Y, in the manner and to the extent provided in the following table:

[INSERT TABLE OF VARIATIONS AND SUPPLEMENTS]

### **PART C – GENERAL PROVISIONS RELATING TO BOTH LOTS X AND Y**

#### **Interpretation**

12. In this agreement, “Owner” shall mean the registered owner of the Land or a subsequent registered owner of either Lot X or Lot Y, as described herein, as the context requires or permits.

#### **Subdivision**

13. Execution of this Heritage Revitalization Agreement shall be a pre-condition to final subdivision approval of the Land.

#### **Conformity with City Bylaws**

14. The Owner acknowledge and agree that, except as expressly varied by this Agreement, any development or use of the Lands including Lot X and Lot Y, once created by subdivision, including any construction, restoration, repair of the heritage building, must comply with all applicable Bylaws of the City.

#### **Application of this Agreement**

15. The terms and conditions of this Agreement respecting buildings on Lots X and Y apply only to their structure and exterior.

#### **Heritage Alteration Permits**

16. Following completion of renovations to the existing heritage building on Lot X, and construction of a new compatible building on Lot Y, the Owner shall not alter the heritage character or the exterior appearance of either building, except as permitted by a Heritage Alteration Permit issued by the City.
17. Construction of a detached garage on Lot Y, as an interim use, will require a heritage alteration permit.

#### **Severability**

18. 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 it is invalid shall not affect the validity of the remainder.

**Statutory Authority Retained**

20. Nothing in this Agreement shall limit, impair, fetter or derogate from the statutory powers of the City, all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled.

**Indemnity**

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

**No Liability to City**

22. In no case shall the City be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Land, including Lot X and Lot Y, as the case may be; or
  - (b) any loss or damage of any nature whatsoever, howsoever caused to the Land, including Lot X or Lot Y, as the case may be, or any improvements or personal property thereon belonging to the Owner or to any other person; arising directly or indirectly from compliance with the restrictions and requirements herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein or refusal, omission or failure of 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.

**No Waiver**

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



**Inspection**

30. 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 Owner's 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.

**Headings**

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

**Appendices**

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

**Number and Gender**

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

**Successors Bound**

34. 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.

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

Signed, Sealed and Delivered by )  
[Owner] in the presence of: )

\_\_\_\_\_)  
Name )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

\_\_\_\_\_)  
[OWNER]

The Corporate Seal of the **CITY OF** )  
**RICHMOND** was hereunto affixed in the )  
presence of: )

\_\_\_\_\_)  
Mayor: )

\_\_\_\_\_)  
Director, City Clerk's Office: )

C/S

**APPENDIX A**

**Architectural Drawings**

## APPENDIX B

### Minimum Maintenance Standards

A Protected Heritage Property requires a reasonable level of maintenance to be effectively retained. The purpose of minimum maintenance standards is to prevent significant deterioration, which would jeopardize the life of the building.

Maintenance of a Protected Heritage Property is the responsibility of the owner. The owner may need to obtain a heritage alteration permit, building permit or other approval from the City, depending on the extent and type of work to be done.

#### General Maintenance

1. Every owner of a Protected Heritage Property parcel shall maintain every building on the parcel in good repair. The owner must retain original exterior features in good repair. When replacement of any portion of such a building is necessary, and permitted in accordance with applicable enactments, the owner shall replicate the original in respect of design, colour and texture.

#### Weather and Infestation

2. The owner of a Protected Heritage Property parcel shall maintain every building on the Property so as to reasonably prevent, or effectively retard, damage from the elements. This includes, but is not limited to, preventing water penetration and excessive damage to materials from the wind, sun and infestation.

#### Exterior Finish

3. Every owner of a Protected Heritage Property parcel shall maintain every building on the parcel to the extent necessary to conserve and preserve exterior finish materials. An owner shall not alter the exterior finish of a buildings or a structure on a Protected Heritage Property parcel , including a colour change, unless the owner first obtains a Heritage Alteration Permit which will require that new exterior colours and colour placements shall be consistent with the Steveston Area Plan and Design Guidelines.

#### Structural Integrity

4. Every owner of a Protected Heritage Property parcel shall maintain every building on the parcel in good repair and in a manner that provides sufficient structural integrity so as to sustain safely the building's own weight and any additional loads and influences to which the building may be subjected through normal use.

**Extended Periods of Disuse**

5. Every owner of a Protected Heritage Property parcel shall secure every building on the parcel against the potential for vandalism and theft. Without limitation, the owner shall secure all points of entry and ensure that the building is monitored by an alarm system or a security service provider.

**Graffiti**

6. Every owner of a Protected Heritage Property parcel shall remove graffiti from any building on the parcel, using techniques that avoid or minimize damage to the building. Without limitation, the owner must remove the graffiti within 48 hours of receiving a written notice from the City that the owner shall remove the graffiti.

**APPENDIX C**

**Illustration of Variations to Zoning & Development Bylaw No. 5300**

**APPENDIX D****Form and Character Guidelines for New Construction on Lot Y**

New construction on Lot Y should have the appearance of a '[e.g., "Coach Building"]' for the heritage building on Lot X – such that, together, the buildings maintain the character of the original property:

1. Exterior building materials should be similar to those used on the heritage building – including:

[Insert]

2. Architectural detailing which includes:

[Insert]

3. Incorporating the same or similar roof pitch as used on the heritage building.
4. Use of [Description] windows and doors.
5. Exterior paint colours to be complementary to those used on the heritage building.

**APPENDIX E**

**Building Envelopes**



**APPENDIX F**

**Subdivision Plan**

**TERMS OF INSTRUMENT – PART 2**

**SECTION 219 HERITAGE CONSERVATION COVENANT**

**THIS AGREEMENT** is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is

**BETWEEN:**

[insert Owner's name and address]

(the "Owner")

**AND:**

[INSERT NAME OF MUNICIPALITY], a municipal corporation pursuant to the *Local Government Act* and having offices at [insert address]

(the "Municipality")

**WHEREAS:**

- A. The Owner is the registered and beneficial owner of the Lands (as herein defined);
- B. The Municipality considers that the Lands have heritage value and both the Owner and the Municipality desire to conserve and maintain those improvements on and features of the Lands which collectively constitute such heritage value;
- C. The Council of the Municipality and the Owner have agreed that the Lands and the Building will be preserved, maintained and altered strictly in accordance with the terms of this Agreement;
- D. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature which may include provisions respecting subdivision of the land and that specified amenities be protected, preserved, conserved, maintained, enhanced, restored or kept in its existing state in accordance with the covenant.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of Ten Dollars (\$10.00) of lawful money of Canada now paid by the [Municipality] to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner) the Owner covenants, promises and agrees, pursuant to section 219 of the *Land Title Act*, as follows:

## ARTICLE 1

## DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Covenant:

- (a) **“Agreement”** or **“this Agreement”** means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (b) **“Land Title Act”** means the *Land Title Act*, RSBC 1996, c.250, and amendments thereto and re-enactments thereof;
- (c) **“Owner”** means [insert ] being the Transferor described in item 5 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement together with any successors in title to the Lands or any portion of the Lands;
- (d) **“Alter”** means to change in any manner and, without limiting this, includes any action that detracts from the heritage value or heritage character of the Amenities;
- (e) **“Amenities”** means those heritage features of the Lands identified in section 2;
- (f) **“Baseline Report”** means the collection of notes and photographs documenting the Amenities as they existed on the reference date of this Covenant, which Report is titled [insert report title] and dated [insert date, year] , and which is kept at the [Municipality] of [ ] Municipal Hall;
- (g) **“Building”** means the principal building located on the Lands and having a civic address of [insert address];
- (h) **“Lands”** means the property referred to in item 2 of the *Land Title Act* Form C General Instrument constituting Part 1 of this Agreement; and

1.2 Schedules

The following Schedule is attached hereto and forms part of this Agreement:

<u>Schedule</u>	<u>Description</u>
A	Minimum Maintenance Standards

1.3 Headings

The headings in this Covenant are inserted for convenience only and shall not affect the interpretation of this Covenant.

1.4 Number and Gender

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

**ARTICLE 2**

**SECTION 219 COVENANT**

2.1 Intent of Parties

The Owner and the [Municipality] agree that the intent of this Covenant is to ensure that the Amenities are protected, preserved and maintained in their condition on the reference date of this Covenant, and the parties acknowledge that the Baseline Report is an accurate record of the Amenities as of that date.

2.2 Heritage Amenities

The Owner and the [Municipality] agree that the following improvements and features have heritage value and shall be protected, preserved, maintained and restored in accordance with this Covenant:

- (a) all those portions and each feature and detail of each exterior wall of the Building including without limitation all roofs and roofing materials, walls and wall coverings and finishes, windows, doors, stairs, and entrances;
- (b) all interior floors, walls, stairways, ceilings, doors, windows, millwork, and hardware and the main floor iron fireplace of the Building; and
- (c) the trees, walkways, gates, stone wall and general layout of the gardens and grounds, on the Lands.

2.3 Restrictions and Maintenance Obligations

The Owner covenants and agrees that the Owner shall:

- (a) not and shall not allow the Amenities to be altered or removed except with the prior approval of the [Municipality], with the exception only of the alterations listed in section 2.4;
- (b) protect, preserve and maintain the Amenities in accordance with the Minimum Maintenance Standards Schedule attached to and forming part of this Covenant and, in the case of matters not specifically dealt with therein, in accordance with generally accepted conservation and maintenance standards for heritage properties, provided that no alteration or restoration work of any kind shall be undertaken except with the prior approval of the [Municipality];

- (c) maintain existing trees, except that an existing tree(s) may be removed if necessary for horticultural reasons and must be replaced with the same species in the same location, subject to the requirements of the [Municipality] Tree Protection Bylaw No. \_\_\_\_\_, as amended;
- (d) not move or remove the Building;
- (e) not create or allow paving or development of additional areas for vehicle parking on the Lands except with the prior approval of the [Municipality]; and
- (f) forthwith repair and restore the Building if it should be damaged by any cause including fire, except that if the Building is damaged to the extent of 75% or more of its value as determined by the [Municipality's] Director, Building Approvals, the Owner may within 30 days elect to construct a replica of the Building in lieu of repairing and restoring the Building, and shall forthwith construct such replica building, and thereafter the replica shall constitute the "Building" for the purposes of this Covenant.

#### 2.4 Permitted Alterations

The Owner may, without obtaining the prior written consent of the [Municipality], alter the Building and the Lands as follows:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_.

#### 2.5 Consent by [Municipality]

Where in this Covenant the Owner is required to seek the prior consent of the [Municipality], the [Municipality] has the sole discretion with respect to giving or refusing its consent and may:

- (a) require the Owner to undertake such studies and investigations as may be necessary to address any concerns of the [Municipality];
- (b) impose terms, requirements and conditions on the approval, including without limitation on the sequence and timing of construction, the character of the work, and the siting, form, design and finish of the work; and
- (c) require the Owner to post security with the [Municipality] in the amount of 100% of the estimated cost of the work to guarantee the performance of any terms, requirements and conditions of the approval, such security to be returned without interest upon completion of the work in accordance with all conditions,

provided that the [Municipality]'s discretion must be exercised reasonably in accordance with sound municipal heritage and construction practices.

## 2.6 No Subdivision

The Owner covenants and agrees that the Lands shall not be subdivided by any means, including by subdivision plan, reference plan, strata plan or otherwise.

## 2.7 Construction and Maintenance Work

Wherever pursuant to this Covenant the Owner undertakes any alterations, maintenance or other work whatsoever in respect of the Amenities, or constructs or maintains other works to protect or conserve the Amenities, all such work shall be done at the Owner's sole expense strictly in accordance with any requirements of the [Municipality] and all plans and specifications approved by the [Municipality], and shall thereafter be diligently and continuously maintained in good repair and efficient operating condition at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

## 2.8 Reasonable Care and Risk

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

## 2.9 No [Municipality] Liability

In no case shall the [Municipality] be liable or responsible in any way for:

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

arising directly or indirectly out of the granting of this Covenant, compliance or non compliance with this Covenant, or the refusal, omission or failure of the [Municipality] to enforce or require compliance by the Owner with this Covenant.

## 2.10 Insurance

The Owner shall at all times obtain and maintain property damage and destruction insurance on the Building to its full replacement value and on other terms satisfactory to the [Municipality].

## 2.11 Indemnity

The Owner shall at all times indemnify and save harmless the [Municipality] of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the [Municipality] shall or may become liable, incur or suffer by the breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

## 2.12 Damages

The Owner covenants and agrees that the measure of damages for any breach of this Covenant shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the Amenities. The nature and extent of any breach of this Covenant, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the [Municipality] by reference to the standards requirements and restrictions set out in this Covenant.

## 2.13 Compliance with Laws

The Owner shall at all times comply with all laws, including bylaws of the [Municipality] 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 provisions of this Covenant, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days written notice to the [Municipality] 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 restrictions or obligations.

## 2.14 Inspection

The Owner grants to the [Municipality] a license, concurrent with and as part of this Covenant, to at all reasonable times with prior reasonable notice to the Owner 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 Covenant to be observed and performed by the Owner.

## 2.15 Arbitration

The Owner, if dissatisfied with decisions of the [Municipality] or the [Municipality]'s Director, Building Approvals, under section 2.3, may require that the matter be decided and determined by binding arbitration as follows:

- (a) the Owner must within 14 days of any exercise of discretion by the [Municipality] or the Building Inspector give notice of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
- (b) the [Municipality] shall within 7 days of receipt of the notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
- (c) where each of the Owner and the [Municipality] have named an arbitrator, the two arbitrators shall within 14 days of the [Municipality]'s notice pursuant to this section appoint a third arbitrator having the same qualifications, and that named arbitrator shall be the sole arbitrator and shall forthwith decide the dispute;
- (d) where the [Municipality] accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute;
- (e) the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Act and the arbitration shall be conducted in Vancouver, British Columbia;
- (f) any arbitrator's decision in respect of the exercise of a discretion by the [Municipality] shall be final, conclusive and binding on all parties.



**ARTICLE 3****MISCELLANEOUS****3.1 No Effect on Laws or Powers**

This Covenant does not:

- (a) affect or limit the discretion, rights, duties or powers of the [Municipality] under any enactment or at common law, including in relation to the use or subdivision of land,
- (b) impose on the [Municipality] any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Covenant,
- (c) affect or limit any enactment relating to the use or subdivision of land, or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

**3.2 Notice**

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

- (a) to the [Municipality]:  
[insert name of municipality]  
[insert address]

Attention: Municipal Clerk

- (b) to the Owner, to the address as set out on the title for the Lands, with a copy to the person shown of the [Municipality] utility invoice at that time.

or to such other address or fax number as any party may in writing advise.

**3.3 Covenant Runs with the Land**

Every obligation and covenant of the Owner in this Covenant constitutes both a contractual obligation and a covenant granted by the Owner to the [Municipality] in accordance with section 219 of the *Land Title Act* in respect of the Lands and the Covenant burdens the Lands and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided.

### 3.4 Limitation of Owner's Obligations

The Owner is only liable for breaches of this Covenant that occur while the Owner is the registered owner of the Lands.

### 3.5 Waiver

An alleged waiver of any breach of the Covenant is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Covenant does not operate as a waiver of any other breach of this Covenant.

### 3.6 Further Acts

The Owner shall do everything reasonably necessary to give effect to the intent of the Covenant, including execution of further instruments.

### 3.7 Severance

If any part of this Covenant is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Covenant and the rest of this Covenant remains in force unaffected by the holding or by the severance of that part.

### 3.8 Priority

The Owner agrees to do everything necessary at the Owner's expense to ensure that this Covenant is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Covenant.

### 3.9 Enurement

This Covenant binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Covenant to the "[Municipality]" is a reference also to the elected and appointed officials, employees and agents of the [Municipality].

### 3.10 Joint and Several

The obligations of the Owner are joint and several where the Owner consists of more than one legal person.

### 3.11 Deed and Contract

By executing and delivering this Covenant each of the parties intends to create both a contract and a deed executed and delivered under seal.

**AS EVIDENCE OF THEIR AGREEMENT** to be bound by the above terms, the parties each have executed and delivered this Covenant under seal by executing Part 1 of the *Land Title Act* Form C to which this Covenant is attached and which forms part of this Covenant.

**SCHEDULE A****Protected Heritage Site****Minimum Maintenance Standards**

Protected heritage properties require a reasonable level of maintenance to be effectively retained. The purpose of minimum maintenance standards is to prevent significant deterioration, which would jeopardize the life of the building.

Maintenance of a protected heritage property is the responsibility of the owner. The owner may need to obtain a heritage alteration permit, building permit or other approval from the [Municipality], depending on the extent and type of work to be done.

**General Maintenance**

1. Protected heritage properties shall be maintained in good repair. Original exterior features shall be retained. When replacement is necessary, new materials shall replicate the original in terms of design, colour and texture.

**Weather and Infestation**

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

**Exterior Finish**

3. Protected heritage properties shall be maintained as necessary to protect exterior finish materials. Changes to the exterior finish of buildings or structures, including colour changes, require a Heritage Alteration Permit. New exterior colours and colour placements shall be consistent with [Insert] Area Plan and Design Guidelines.

**Structural Integrity**

4. Buildings and their structural members shall be maintained in good repair and in a manner that provides sufficient structural integrity so as to sustain safely their own weight and any additional loads and influences to which they may be subjected through normal use.

**Extended Periods of Disuse**

5. The Building shall be secured against vandalism and theft. All points of entry shall be secured. The Owner shall ensure that the Building is monitored by an alarm system, or by a security company

**Graffiti Removal**

6. Graffiti shall be promptly removed from the Building using techniques that avoid or minimize damage to the Building.

**Enforcement**

7. Failure to comply with these Minimum Maintenance Standards may result in an application by the [Municipality] to the Supreme Court for an order of compliance.

**END OF DOCUMENT**

**PART 2 – TERMS OF INSTRUMENT  
SECTION 219 HERITAGE LANDSCAPING CONSERVATION COVENANT**

**THIS AGREEMENT is dated for reference [insert month, day, year] .**

**BETWEEN:**

[insert Owner's name and address]

(the "Owner")

OF THE FIRST PART

**AND:**

**THE CITY OF RICHMOND**, a municipal corporation incorporated by letters patent pursuant to the Local Government Act and having offices at 6911 No. 3 Road, Richmond BC V6Y 2C1

(the "City")

OF THE SECOND PART

**WHEREAS:**

- A. The Owner is the registered and beneficial owner of the Lands (as herein defined);
- B. The Council of the City and the Owner has agreed that certain landscaping features of the Lands will be preserved, conserved and maintained strictly in accordance with the terms of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of Ten Dollars (\$10.00) of lawful money of Canada now paid by the City to the Owner (the receipt and sufficiency whereof is hereby by the Owner acknowledged) the Owner covenants and agrees as follows:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**1.1 Headings**

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

**1.2 Schedule**

A schedule to this Covenant is incorporated into and forms part of this Covenant.

**1.3 Number and Gender**

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

**ARTICLE 2**  
**SECTION 219 COVENANT**

**2.1 Owner's Obligation to Protect, Conserve and Maintain**

Despite any use of the Lands, any building, structure or improvement on or of the Lands, or any subdivision of the Lands, approved or permitted by law, or any bylaws of the City, or permits issued by the City, the following improvements and features shall be conserved and maintained all in accordance with the requirements, restrictions, terms and conditions set out in this Covenant, namely, all those portions and each feature and detail of the landscaping of the Lands being within the area indicated as "Covenant Area" on the explanatory plan of covenant of prepared by [insert Surveyor's name] and certified correct on [insert date, year of survey plan], a reduced copy of which is attached to and forms part of this Covenant as Schedule A (the "Covenant Area").

**2.2 Restrictions**

The Owner covenants and agrees that:

- (a) the improvements and features in the Covenant Area shall not be altered except with the prior written approval of the City;
- (b) all improvements and features in the Covenant Area shall be maintained at the Owner's sole expense in the state existing on the date of execution of this Covenant provided that no alteration, restoration, rehabilitation or maintenance work of any kind, other than routine maintenance of the landscaping and improvements in accordance with sound horticultural and arboricultural practice, shall be undertaken except with the prior written approval of the City;
- (c) the Owner shall construct at the Owner's sole expense and prior to [insert date] the landscaping, including all structures and appurtenances in accordance with the landscape plan prepared by [insert Landscape Architect's name], B.C. Landscape Architect and approved in writing by the City, which plan is attached to and forms part of this Covenant as Schedule B ("Landscaping"). The Owner shall at the Owner's sole expense keep such Landscaping in good repair for so long as this Covenant shall be registered against title to the Lands and the Owner shall make no alteration to such Landscaping without the prior written approval of the City;
- (d) 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 section 2.1 and in subsections (a), (b) and (c) of this section 2.2 are fully observed, and the Owner shall not do, cause or allow to be done anything, undertake, cause or allow to be undertaken any work or construction, or place, improve, or cause or allow to be constructed, placed or improved any building, structure or thing that would be in breach of the aforesaid restrictions.

### 2.3 Construction and Maintenance of Works

Wherever pursuant to this Covenant the Owner is authorized in writing to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of the Covenant Area 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 strictly in accordance with any issued approval and all plans and specifications forming part thereof, and shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

### 2.4 No Liability to City

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

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

arising directly or indirectly from compliance with the restrictions and requirements herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein, or refusal, omission or failure of 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 Covenant.

### 2.5 Damages

The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Covenant shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the structure, improvement on or feature in the Covenant Area. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City acting reasonably, by reference to sections 1 and 2 and the Schedules to this Covenant.

## ARTICLE 3 MISCELLANEOUS

### 3.1 Reasonable Care and Risk

The Owner shall at all times, in complying with the restrictions or requirements herein and its obligations in respect thereof, take reasonable care not to injure any person or cause or

allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements herein in a safe manner. Compliance with the restrictions and requirements in this Covenant shall be at the sole and exclusive risk of the Owner.

### 3.2 Indemnity

The Owner shall at all times indemnify and save harmless the City of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

### 3.3 No Waiver

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

### 3.4 Statutory Authority and Proprietary Rights

Nothing in this Covenant 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, license or approval, granted, made or issued thereunder, or pursuant to Statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Covenant in its proprietary capacity as the owner of an interest in the Lands.

### 3.5 Compliance with Laws

Despite any provision of this Covenant, 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.



### 3.6 Notice

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

If to the City:  
Attention: Director, City Clerk's Office  
The Corporation of the City of Richmond  
6911 No. 3 Road  
Richmond BC V6Y 2C1

If to the Owner:

[insert name and address]

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

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 only of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Covenant to be observed and performed by the Owner, upon 24 hours' prior written notice to the Owner.

### 3.7 Successors Bound

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.

### 3.8 Runs with Lands

The covenants set forth herein shall charge the Lands pursuant to Section 219 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided, whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Lands, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands and any portion thereof. The Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

**AS EVIDENCE OF THEIR AGREEMENT** to be bound by the above terms, the parties each have executed and delivered this Covenant under seal by executing Part 1 of the Land Title Act Form C to which this Covenant is attached and which forms part of this Covenant.

**SCHEDULE "A"**

**Plan of Covenant Area**  
**[insert]**

**SCHEDULE "B"**

**Landscape Plan of Covenant Area**

**[insert]**

**END OF DOCUMENT**



## Heritage Procedures Bylaw 8400

### A Bylaw to Establish Application Procedures in Respect of Heritage Conservation Bylaws, Agreements and Permits and to Delegate Council Powers to Facilitate Conservation

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

#### Title

- 1.1 This Bylaw is cited as “**Heritage Procedures Bylaw No. 8400**”.

#### Severability

- 2.1 If any section of this Bylaw is held to be invalid by a court of competent jurisdiction, that section may be severed from the Bylaw without affecting the validity of the remaining portions of the Bylaw.

#### Definitions

- 3.1 In this Bylaw:

“Director of Development”

means the Director of Development of the City, his or her deputy, or other persons appointed by Council to act in the place of the Director of Development.

“Heritage Alteration Permit”

means a permit in the form of Schedule A authorizing alterations or other actions in relation to protected heritage property or property within a heritage conservation area under Section 972 of the *Local Government Act*.

“Heritage Register”

means the Heritage Register of the City established under Section 954 of the *Local Government Act*.

“Heritage Revitalization Agreement”

means an agreement between the City and owner of heritage property under Section 966 of the *Local Government Act*.

“Director, Building Approvals”

means the City’s Director, Building Approvals, his or her deputy, or other persons appointed by Council to act in the place of the Director, Building Approvals.

#### Withholding of Approvals

- 4.1 The Director, Building Approvals must withhold the issuance of a permit under Building Regulation Bylaw No. 7230, as amended, for the following actions where he or she considers the permit would authorize an alteration inconsistent with the heritage protection of the property in the following cases:
- 4.1.1 an alteration to property that is included in the Heritage Register;
  - 4.1.2 an alteration to property that is included in a schedule of protected heritage property within a Heritage Conservation Area designated by the Official Community Plan;
  - 4.1.3 an alteration to property that is the subject of a heritage designation bylaw under Section 967 of the *Local Government Act*;
  - 4.1.4 an alteration to property in respect of which a heritage control period has been declared under section 964 of the *Local Government Act*.
- 4.2 Despite Section 4.1, the Director, Building Approvals must not withhold the issuance of a permit in respect of any alteration required by an enactment.
- 4.3 The Director, Building Approvals must notify the applicant of a permit withheld under this section in writing that the matter of the issuance of the permit will be considered by the Council at its next regular meeting after the approval is withheld, the date, time and location of which are stated in the notice.

#### **Delegation of Authority**

- 5.1 Subject to Section 5.3, Council delegates to the Director of Development the powers, duties and functions of Council in respect of:
- 5.1.1 heritage inspections under Section 956 of the *Local Government Act*.
  - 5.1.2 a requirement that an applicant provide heritage impact information under Section 958 of the *Local Government Act*;
  - 5.1.3 the making of agreements with applicants to prevent or mitigate impairment of the heritage value or heritage character of property where an application for a permit described in Section 4.1 of this bylaw has been made and the permit would otherwise be withheld in accordance with that section;
  - 5.1.4 issuance of a Heritage Alteration Permit under section 7.1.2;
  - 5.1.5 issuance of a Heritage Alteration Permit in respect of an application to alter, remove or replace a sign, only if the sign and building are not protected heritage property;
  - 5.1.6 issuance of a Heritage Alteration Permit in respect of roof repair or maintenance, interior or exterior painting, replacement of a door or window without altering the door or window frame, or the construction or installation of a guardrail as part of a public boardwalk, sidewalk or trail.

- 5.2 Subject to Section 972(4) of the *Local Government Act*, Council or the Director of Development, as applicable, may, in issuing a Heritage Alteration Permit, vary the provisions of a bylaw or permit referred to in Section 972 of the *Local Government Act*.
- 5.3 If Council or the Director of Development, as applicable, requires security under section 973(2)(c) of the *Local Government Act* to guarantee the performance of the terms, requirements and conditions of a permit relating to the form, exterior design or exterior finish of the building or structure, then the amount of the security must be no more than the amount estimated by Council or the Director of Development, as applicable, to be the actual cost of constructing the building or structure so as to conform to the requirements of the Heritage Alteration Permit with respect to the form, character, exterior design or exterior finish as the case may be.

### **Reconsideration**

- 6.1 Where an applicant or owner of property subject to a decision made by the Director of Development under Section 5.1 of this bylaw is dissatisfied with the decision, the applicant or owner may apply to the Council for reconsideration of the matter within 30 days of the decision being communicated to him or her.
- 6.2 An application for reconsideration must be delivered in writing to the Director, City Clerk's Office and must set out the grounds upon which the applicant considers the requirement or the decision of the Director of Development is inappropriate and what, if any, requirement or decision the applicant considers the Council ought to substitute.
- 6.3 The Director, City Clerk's Office must place each application for reconsideration on the agenda of a regular meeting of Council to be held not earlier than two weeks from the date the application for reconsideration was delivered, and must notify the applicant and any other party who the Director, City Clerk's Office reasonably considers may be affected by the reconsideration of the date of the meeting at which the reconsideration will occur.
- 6.4 At the meeting, the Council may hear from the applicant and any other person interested in the matter under reconsideration who wishes to be heard, and may either confirm the requirement or decision of the Director of Development, amend or set aside all or part of the decision of the Director of Development, or make its own decision including imposing terms, requirements and conditions.

### **Heritage Alteration Permit**

- 7.1 Every application for a Heritage Alteration Permit, or an amendment to a Heritage Alteration Permit, must be made by the registered owner, or by his or her agent who has been authorized by the owner in writing, to:
- 7.1.1 Council; or
  - 7.1.2 the Director of Development if the application is for:

7.1.2.1 a repair estimated by the applicant to cost less than \$500.00 where the repair will have no impact on architectural form, finish, character or building materials;

7.1.2.2 interior repair, maintenance or renovation that has no impact on the exterior architectural form, finish, character or building material.

7.2 A Heritage Alteration Permit shall be in the form of Schedule A.

7.3 An application under Section 7.1 must be made in the form attached as Schedule B.

7.4 An application fee shall be paid to the City as set out in Schedule C.

7.5 The Director of Development may refer the application for a Heritage Alteration Permit, or an amendment to a Heritage Alteration Permit, for review, to the Advisory Design Panel or Heritage Commission, or both, which may make a recommendation to Council.

### **Heritage Revitalization Agreement**

8.1 Every application for a Heritage Revitalization Agreement, or an amendment to a Heritage Revitalization Agreement, must be made by the registered owner, or by his or her agent who has been authorized by the owner in writing.

8.2 An application under Section 8.1 must be made in the form attached as Schedule D, except where use or density of use are varied in which case the application shall follow the form required for a zoning bylaw amendment.

8.3 An application fee shall be paid to the City as set out in Schedule C.

8.4 The Director of Development may refer the application for a Heritage Revitalization Agreement, or an amendment to a Heritage Revitalization Agreement, for review, to the Advisory Design Panel, Heritage Commission, or both, which may make a recommendation to Council.

### **Heritage Designation**

9.1 The registered owner of real property in the City, or his or her agent authorized in writing, may apply for Heritage Designation protection under Section 967 of the *Local Government Act*.

9.2 Every application for Heritage Designation protection, unless initiated by the City, shall be submitted in writing to the Director of Development and shall be accompanied by the following:

9.2.1 a description of the current use of the property;

9.2.2 colour photographs of each elevation of the property;

9.2.3 information on the heritage significance and architectural merit of the property;



- 9.2.4 site plan of the property;
  - 9.2.5 elevation drawings showing the architectural features, characteristics and colours of the exterior of the building;
  - 9.2.6 details of affixed interior building features proposed to be subject to protection.
- 9.3 The Director of Development must forward the application to Council.
- 9.4 Nothing in this section limits or impairs the authority of Council to initiate a heritage designation.

#### **Amendments to the Heritage Register**

- 10.1 Requests to add buildings, structures or sites to, or remove buildings, structures or sites from the City Heritage Register will be processed in the following manner:
- 10.1.1 the written request by the registered owner or the City will be reviewed by the Director of Development;
  - 10.1.2 the Director of Development will compile background information on the subject building, structure or site;
  - 10.1.3 the Director of Development and the Heritage Commission will evaluate the historical, architectural and contextual value and character of the subject building, structure or site;
  - 10.1.4 the Director of Development will forward a recommendation to Council regarding the proposed addition of the building, structure or site to the Heritage Register;

10.1.5 Council may add or remove a building, structure or site from the Heritage Register by resolution, in which case the Director, City Clerk's Office must notify the owner of the subject building, structure or site of Council's decision in accordance with the provisions of the *Local Government Act*.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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CITY OF RICHMOND
APPROVED for content by originating

APPROVED for legally by Solicitor


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MAYOR

---

CORPORATE OFFICER



SCHEDULE A

City of Richmond  
Planning and Development Department

Schedule A  
Heritage Alteration Permit

W

No. HAP XX-XXXXXX

To the Holder:

Property Address:

Legal Description:

(s.972, Local Government Act)

- 1. (Reason for Permit)
  - Designated Heritage Property (s.967)
  - Property Subject to Temporary Protection (s.965)
  - Property Subject to Heritage Revitalization Agreement (s.972)
  - Property in Heritage Conservation Area (s.971)
  - Property Subject to s.219 Heritage Covenant

2. [Description of Approved Alteration and Permit Conditions – refer to and attach drawings and specifications if necessary]

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3. Security in the amount of \$ \_\_\_\_\_ in the form of a letter of credit has been provided to the City of Richmond to guarantee the performance of the terms, requirements and conditions of this Heritage Alteration Permit and will be returned to the applicant upon satisfactory completion of the approved alterations. The City may retain the security for up to one year after inspection of the completed landscaping in order to ensure that plant material has survived.

4. This Heritage Alteration Permit is issued subject to compliance with all of the Bylaws of the City applicable thereto, except as specifically varied or supplemented by this Permit.

To the Holder:

Property Address:

Legal Description:

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5. The "Richmond Zoning and Development Bylaw No. 5300" is hereby supplemented or varied to:

a)

6. If the alterations authorized by this Heritage Alteration Permit are not completed within 24 months of the date of this Permit, this Permit lapses.

AUTHORIZING RESOLUTION NO.  
DAY OF

ISSUED BY THE COUNCIL THE

DELIVERED THIS DAY OF

\_\_\_\_\_  
MAYOR

IT IS AN OFFENCE UNDER THE LOCAL GOVERNMENT ACT PUNISHABLE BY A FINE OF UP TO \$50,000 IN THE CASE OF AN INDIVIDUAL AND \$1,000,000 IN THE CASE OF A CORPORATION FOR THE HOLDER OF THIS PERMIT TO FAIL TO COMPLY WITH THE REQUIREMENTS AND CONDITIONS OF THE PERMIT

SCHEDULE B



**City of Richmond**

6911 No. 3 Road  
Richmond, BC V6Y 2C1  
604-276-4000  
www.richmond.ca

**Heritage Alteration Permit  
Application**  
Development Applications Division

Contact 604-276-4017 Fax 604-276-4052

Please submit this completed form to the Zoning counter located at City Hall. All materials submitted to the City for a *Heritage Alteration Permit Application* become public property, and therefore, available for public inquiry.

Please refer to the attached forms for details on application attachments and non-refundable application fees.

**Property Address(es):** \_\_\_\_\_

**Legal Description(s):** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

Correspondence/Calls to be directed to:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Postal Code

**Tel. No.:** \_\_\_\_\_

Business

Residence

E-mail

**Property Owner(s) Signature(s):** \_\_\_\_\_

Please print name

OR

**Authorized Agent's Signature:** \_\_\_\_\_

Attach Letter of Authorization

Please print name

**For Office Use**

Date Received: \_\_\_\_\_

Application Fee: \_\_\_\_\_

File No.: \_\_\_\_\_

Receipt No.: \_\_\_\_\_

[add information required under the *Freedom of Information and Protection of Privacy Act*]



## City of Richmond

6911 No. 3 Road  
Richmond, BC V6Y 2C1  
604-276-4000  
www.richmond.ca

## Heritage Alteration Permit Application Attachments Development Applications Division

Contact 604-276-4017 Fax 604-276-4052

The following items must be completed and submitted with your *Heritage Alteration Permit Application*.

1. Letter outlining the proposal in full along with proof of ownership if you have purchased the property in the last six months. Proof of new ownership is acceptable with a copy of the interim agreement or transfer of property title.
2. The applicant should consult with the Development Applications Division prior to application to be aware of criteria pertinent to the application and the extent of documentation required to support the application (e.g., pertinent Heritage Alteration Permit Guidelines).

All applicants are required to provide eight full-size sets and one set of reduced 11" x 17" drawings capable of being reproduced, of the following:

- a) **Site plan** showing the street, visitor and disabled parking, landscaped areas, loading, access and all buildings. Calculations should indicate parking, floor area ratio and coverage. All variances to the Zoning & Development Bylaw must be clearly listed, within a table, on the site plan and dimensioned in metric units, including variances to the location and height of fences and screening. Structures in the setbacks (such as kiosks, garbage/recycling enclosures and mailboxes) must be drawn. All setbacks must be shown in metric units. Building setbacks to all property lines and between buildings must be dimensioned as minimums.
- b) **Floor plans** should indicate general interior layouts, main front entrances, balconies, outdoor living areas and amenity areas.
- c) **Building sections or elevations** in sufficient detail to determine heights, bulk, variances and building finish materials. Include all elevations, with building materials indicated and colours specified. Maximum building heights must be dimensioned. Indicate the finished grade on the elevation in relation to either the curb or geodetic. Provide cross-sections.
- d) **Landscape plans** indicating landscaping, screening, fencing, walkways, trees, and boulevard treatment. Provide photos and a plan of the streetscape and all existing trees. Provide a plant list. The plan is to be drawn in sufficient detail to determine the general planted size and spacing of plants and the finish of all site surfaces and fences. Where substitute plants or materials are anticipated, they should be listed on the plans. All street trees shown on the plan must be planted. Special provisions for tree retention during construction shall be shown on the plans. The plant list must be printed with lettering no less than 2 mm (3/32") high. A typical fence detail and accessory building detail should be included. Specify all site surfaces to indicate the character of finish materials. Specify

the paving materials on driveways, walkways and emergency access lanes. Specify the finish and colour of fences and parking garage interiors.

- e) **Context plan** showing adjacent streets, driveways and surrounding properties and buildings.
- f) **Site Survey Drawing** prepared by a registered BC Land Surveyor, showing the location of all trees having a trunk diameter of 20 cm or greater measured at a point 1.4 m above natural grade. Include trees within 2 m of the property line on adjacent lots and trees within any City street or lane allowance adjacent to the property. Include pre-development lot lines, proposed lot lines, legal description, rights-of-way and easements. Include existing finished grades at each of the four corners of the site and the existing grade at base of all bylaw sized trees.

The drawings will form part of the Heritage Alteration Permit document. Additional drawings may be added to clarify more complex designs. Drawings and notes must be sufficiently detailed to describe the project. Drawings should be to standard architectural practice either CAD or hand-drawn in ink. The 11" x 17" drawings should be clear and readable when reproduced. Lettering and numbers must be no smaller than 2 mm (3/32") in height after reduction. Site plans should contain a north arrow and, if reduced, must have a bar scale. If the site plan is divided up on more than one sheet, each sheet should contain a key plan.



**SCHEDULE C**  
Fees for Heritage Alteration Permit (HAP) and  
Heritage Revitalization Agreement

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C1. The application fee for a:

- (a) Heritage Alteration Permit in respect of a parcel is:
  - (i) if there is a concurrent development permit application, twenty per cent of the amount of the fee applicable to the application for the development permit;
  - (ii) if there is no concurrent development permit application but there is a concurrent zoning bylaw amendment application, twenty per cent of the amount of the fee applicable to the application for the rezoning; or
  - (iii) if sub-paragraphs (i) and (ii) do not apply, \$225.00;
- (b) Heritage Revitalization Agreement in respect of a parcel is:
  - (i) if there is a concurrent development permit application, twenty per cent of the amount of the fee applicable to the application for the development permit;
  - (ii) if there is no concurrent development permit application but there is a concurrent zoning bylaw amendment application, twenty per cent of the amount of the fee applicable to the application for the rezoning; or
  - (iii) if sub-paragraphs (i) and (ii) do not apply, \$225.00.



**City of Richmond**  
 6911 No. 3  
 Richmond, BC V6Y 2C1  
 604-276-4000  
 www.richmond.ca

**SCHEDULE D**

Road

**Heritage Revitalization Agreement  
 Application**

**Development Applications Division**

**Contact 604-276-4017 Fax 604-276-4052**

Please submit this completed form to the Zoning counter located at City Hall. All materials submitted to the City for a *Heritage Revitalization Agreement Application* become public property, and therefore, available for public inquiry.

Please refer to the attached forms for details on application attachments and non-refundable application fees.

**Property Address(es):** \_\_\_\_\_

**Legal Description(s):** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

Correspondence/Calls to be directed to:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ Postal Code

**Tel. No.:** \_\_\_\_\_  
 Business

Residence

E-mail

**Property Owner(s) Signature(s):** \_\_\_\_\_

Please print name

or

**Authorized Agent's Signature:** \_\_\_\_\_

Attach Letter of Authorization

Please print name

**For Office Use**

Date Received: \_\_\_\_\_

Application Fee: \_\_\_\_\_

File No.: \_\_\_\_\_

Receipt No.: \_\_\_\_\_

[add information required under the *Freedom of Information and Protection of Privacy Act*]



**City of Richmond**  
6911 No. 3  
Richmond, BC V6Y 2C1  
604-276-4000  
www.richmond.ca

Road

## **Heritage Revitalization Agreement Application Attachments**

**Development Applications Division**

Contact 604-276-4017 Fax 604-276-4052

The following items must be completed and submitted with your *Heritage Revitalization Agreement Application*.

1. Letter outlining the proposal in full along with proof of ownership if you have purchased the property in the last six months. Proof of new ownership is acceptable with a copy of the interim agreement or transfer of property title.
2. The applicant should consult with the Development Applications Division prior to application to be aware of criteria pertinent to the application and the extent of documentation required to support the application (e.g., pertinent Guidelines).

All applicants are required to provide eight full-size sets and one set of reduced 11" x 17" drawings capable of being reproduced, of the following.

- a) **Site plan** showing the street, visitor and disabled parking, landscaped areas, loading, access and all buildings. Calculations should indicate parking, floor area ratio and coverage. All variances to the Zoning & Development Bylaw must be clearly listed, within a table, on the site plan and dimensioned in metric units, including variances to the location and height of fences and screening. Structures in the setbacks (such as kiosks, garbage/recycling enclosures and mailboxes) must be drawn. All setbacks must be shown in metric units. Building setbacks to all property lines and between buildings must be dimensioned as minimums.
- b) **Floor plans** indicating general interior layouts, main front entrances, balconies, outdoor living areas and amenity areas.
- c) **Building sections or elevations** in sufficient detail to determine heights, bulk, variances and building finish materials. Include all elevations, with building materials indicated and colours specified. Maximum building heights must be dimensioned. Indicate the finished grade on the elevation in relation to either the curb or geodetic. Provide cross-sections.
- d) **Landscape plans** indicating landscaping, screening, fencing, walkways, trees, and boulevard treatment. Provide photos and a plan of the streetscape and all existing trees. Provide a plant list. The plan is to be drawn in sufficient detail to determine the general planted size and spacing of plants and the finish of all site surfaces and fences. Where substitute plants or materials are anticipated, they should be listed on the plans. Special provisions for tree retention during construction shall be shown on the plans. A typical fence detail and accessory building detail should be included. Specify all site surfaces to indicate the character of finish materials. Specify the paving materials on driveways, walkways and emergency access lanes. Specify the finish and colour of fences and parking garage interiors.

- e) **Context plan** showing adjacent streets, driveways and surrounding properties and buildings.
- f) **Site Survey Drawing** prepared by a registered BC Land Surveyor, showing the location of all trees having a trunk diameter of 20 cm or greater measured at a point 1.4 m above natural grade. Include trees within 2 m of the property line on adjacent lots and trees within any City street or lane allowance adjacent to the property. Include pre-development lot lines, proposed lot lines, legal description, rights-of-way and easements. Include existing finished grades at each of the four corners of the site and the existing grade at base of all bylaw sized trees.

The drawings will form part of the Heritage Revitalization Agreement. Additional drawings may be added to clarify more complex designs. Drawings and notes must be sufficiently detailed to describe the project yet to allow for construction tolerances and minor variations. Drawings should be to standard architectural practice either CAD or hand-drawn in ink. The 11" x 17" drawings should be clear and readable when reproduced. Lettering and numbers must be no smaller than 2 mm (3/32") in height after reduction. Site plans should contain a north arrow and, if reduced, must have a bar scale. If the site plan is divided up on more than one sheet, each sheet should contain a key plan.



**Steveston Village Heritage Control Period Bylaw 8401**  
A Bylaw to Declare a Heritage Control Period  
with Respect to Steveston Village

The Council of the City of Richmond enacts as follows:

**Title**

1.1 This Bylaw is cited as “**Steveston Village Heritage Control Period Bylaw No. 8401**”.

**Severability**

2.1 If a section of this bylaw is held to be invalid by a court of competent jurisdiction, that section may be severed from the Bylaw without affecting the validity of the remaining portions of the bylaw.

**Definitions**

3.1 In this bylaw:

“Area” means that certain area situate at Richmond, British Columbia on parcels as shown in cross-hatch on Schedule “A” which is attached to and forms part of this Bylaw;

“Building” means any of the buildings located in the Area;

“Heritage Control Period” means the period of time described in Section 4.2;

“Director of Development” means the Director of Development of the City, his or her deputy, or other persons appointed by Council to act in the place of the Director of Development;

“Heritage Alteration Permit” means a permit authorizing alterations or other actions in relation to protected heritage property or property within a heritage conservation area under Section 972 of the Local Government Act;

“Heritage Revitalization Agreement” means an agreement between the City and the owner of heritage property under Section 966 of the Local Government Act;

“Director, Building Approvals” means the City’s Director, Building Approvals, his or her deputy, or other persons appointed by Council to act in the place of the Director, Building Approvals.

**Heritage Control Period for Temporary Protection**

- 4.1 For the purposes of heritage conservation planning for the Area, Council declares a heritage control period with respect to the Area.
- 4.2 The heritage control period commences on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ and terminates on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.
- 4.3 No alteration to the building or landscape features is allowed during the heritage control period unless the owner of the building first obtains a City of Richmond Heritage Alteration Permit.

**Prohibitions**

- 5.1 During the heritage control period, a person must not do any of the following to the building, except as authorized by a City of Richmond Heritage Alteration Permit:
- (a) alter the exterior of the building;
  - (b) make a structural change to the building;
  - (c) move the building;
  - (d) alter, excavate or building on any portion of the Area;
  - (e) alter landscape features in the Area.

**Withholding of Approvals**

- 6.1 The Director, Building Approvals must withhold the issuance of a building or demolition permit for the following actions where he or she considers the permit would authorize an alteration inconsistent with the heritage protection of the property:
- 6.1.1 an alteration to property in respect of which a heritage control period has been declared under Section 964 of the *Local Government Act*;
  - 6.1.2 an alteration to property in respect of which a Council has ordered temporary protection under Section 962 of the *Local Government Act*.
- 6.2 The Director, Building Approvals must not withhold the issuance of any building permit in respect of any alteration required by an enactment.

6.3 The Director, Building Approvals must notify the applicant of a permit withheld under this section by certified mail that the matter of the issuance of the permit will be considered by the Council at its next regular meeting after the approval is withheld, the date, time and location of which are stated in the notice, unless the meeting date is within five days of the date on which the notice would be mailed, in which case the notice must be given in person and not mailed.

FIRST READING

SECOND READING

THIRD READING

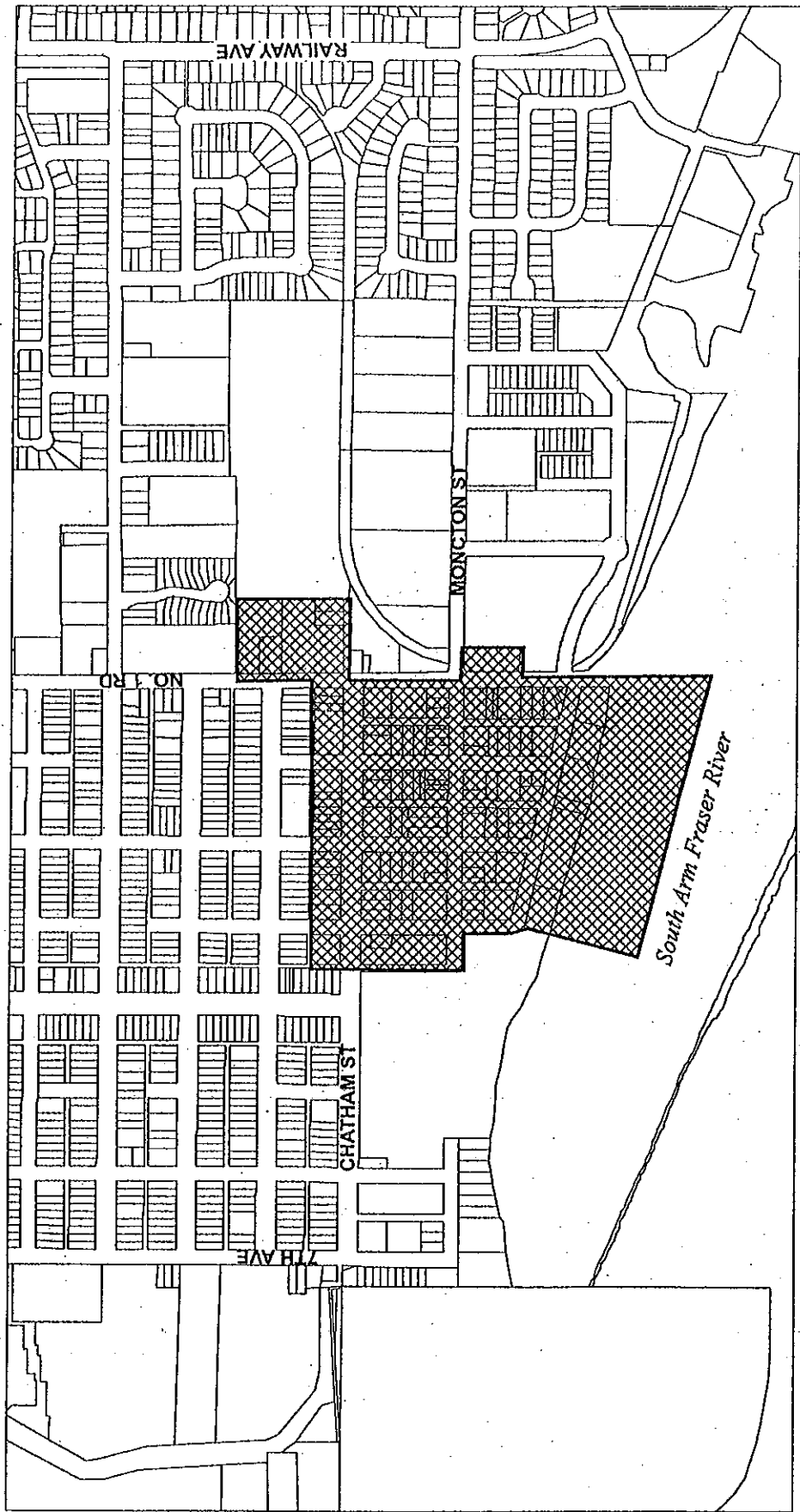
ADOPTED


CITY OF RICHMOND
APPROVED for content by originating Dept. <i>[Signature]</i>
APPROVED for legality by Solicitor <i>[Signature]</i>

\_\_\_\_\_  
MAYOR

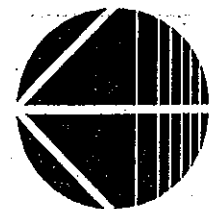
\_\_\_\_\_  
CORPORATE OFFICER





Original Date: 06/23/08  
Revision Date:

# Schedule A attached to and forming part of Bylaw 8401



**CITY OF RICHMOND**

**BYLAW NO. \_\_\_\_\_**

**A BYLAW TO EXEMPT FROM TAXATION CERTAIN ELIGIBLE HERITAGE PROPERTY**

WHEREAS, under the provisions of the *Community Charter*, a municipal council may exempt certain land and improvements from taxation;

AND WHEREAS Council deems it expedient to exempt certain land and improvements that qualify as eligible heritage property under the *Community Charter*;

NOW THEREFORE the Council of the Corporation of the City of Richmond enacts as follows:

1. This Bylaw may be cited as "Heritage Property Tax Exemption Bylaw No. \_\_\_\_, 2008".
2. In accordance with section 225(2)(b) of the *Community Charter*, the following eligible heritage lands and improvements are exempt from taxation: [insert legal description]
3. The term of the exemption is \_\_\_\_ years, commencing in respect of the calendar year 2009.
4. The exemption is conditional on the parcel being subject to a covenant under section 219 of the *Land Title Act* in favour of the City that protects, conserves, preserves and maintains the heritage attributes of the land and improvements, the covenant being substantially in the form of that attached as Schedule A.
5. If the covenant is discharged, the owner must pay to the City during the next calendar year after the discharge:
  - (a) the sum of taxes exempted;
  - (b) a fee in the amount of \$500.00; and
  - (c) interest in the amount of the then prevailing Bank of Nova Scotia prime commercial rate plus two per cent in respect of the amount calculated under paragraph (a).

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2008.

READ A SECOND TIME this \_\_\_\_ day of \_\_\_\_\_, 2008.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2008.

Notice given in accordance with section 277 on the \_\_\_\_ day of \_\_\_\_\_, 2008 and the \_\_\_\_ day of \_\_\_\_\_, 2008.

ADOPTED by an affirmative vote of at least two thirds of all Council Members this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director, City Clerk's Office

**SCHEDULE A**  
**[INSERT HERITAGE COVENANT]**



**A Bylaw to provide for a heritage revitalization tax exemption**  
**[Property Address]**

WHEREAS the Council may, by bylaw, provide for a revitalization tax exemption program;

AND WHEREAS Council has designated the area shown on Schedule A as a revitalization area in the annual financial plan;

AND WHEREAS the *Community Charter* provides that a revitalization tax exemption program bylaw may only be adopted after notice of the proposed bylaw has been given in accordance with Section 227 of the *Community Charter* and Council has given this notice;

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

1. This Bylaw is cited as "Revitalization Tax Exemption Bylaw XXXX".
2. In this bylaw, "Revitalization Area" means an area designated in the annual financial plan and shown on Schedule A.
3. There is established a revitalization tax exemption program which includes the following:
  - (a) the reasons for and objectives of the program are: [insert];
  - (b) the program will achieve these objectives by ;insert];
  - (c) eligible property or activities include the following: [insert]
  - (d) property tax exemptions are prescribed by this bylaw in respect of construction of new improvements in the Revitalization Area shown on Schedule A and designated in the annual financial plan;
  - (e) the maximum exemption under this bylaw must not exceed the lesser of:
    - (i) the increase in the assessed value of land and improvements in respect of the Revitalization Area between:
      - (A) the year before the construction of the improvements began, and
      - (B) the year in which the tax exemption certificate under this bylaw is issued;and
    - (ii) \$ \_\_\_\_\_;
  - (f) the maximum term of a revitalization tax exemption is [up to 10 years];
  - (g) subject to paragraph (b), the formula by which the amount of exemption will be determined is:

ASSESSED VALUE OF IMPROVEMENTS/1000 X CLASS [INSERT  
APPLICABLE CLASS] RATE;

- (h) exterior improvements must be consistent with the Steveston Area Plan and Design Guidelines.
- 4. This bylaw does not apply to land unless:
  - (a) the land is located in the area shown on Schedule A, and
  - (b) the owner of the land has entered into an agreement with the City substantially in the form of and with the content of the agreement attached as Schedule B.
- 5. Once the conditions established under Sections 3 and 4 and the agreement set out in Schedule B have been met, the Director, Business and Financial Services must issue a revitalization tax exemption certificate for the area in accordance with the agreement.
- 6. The revitalization tax exemption certificate must, in accordance with the conditions established in Sections 3 and 4 and the agreement set out in Schedule B, specify the following:
  - (a) the extent of the exemption;
  - (b) the amount of the tax exemption or the formula for determining the exemption;
  - (c) the term of the tax exemption;
  - (d) the conditions on which the tax exemption is provided (under this bylaw or the agreement);
  - (e) that a recapture amount is payable if the certificate is cancelled and how that amount is to be determined.
- 7. If a ratepayer wants a tax exemption under the bylaw, the ratepayer must apply to the Director, Business and Financial Services in writing and must submit the following with the application:
  - (a) a certificate that all taxes assessed and rates, charges, and fees imposed in respect of the area have been paid, and where taxes, rates, or assessments are payable by instalments, that all instalments owing at the date of the certificate have been paid,
  - (b) a completed written application in a form prescribed by Council and available in the office of the Director, Business and Financial Services,
  - (c) description of the new improvements that would be eligible under the bylaw for a municipal tax exemption,
  - (d) an examination fee in the amount of \$100,
  - (e) a copy of the agreement set out in Schedule B duly executed by and on behalf of the ratepayer.

FIRST READING

SECOND READING

THIRD READING

NOTICE OF THIS BYLAW given in accordance with Section 227 of the *Community Charter*

DESIGNATED IN FINANCIAL PLAN as of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor

ADOPTED

\_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

Schedule A  
Revitalization Tax Exemption Area

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**Schedule B**  
**Revitalization Tax Exemption Agreement**

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THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_,

BETWEEN

                    ("Owner")

AND

**CITY OF RICHMOND**, a municipal corporation  
under the laws of British Columbia and having an address of  
6911 No. 3 Road, Richmond BC V6Y 2C1  
(the "City")

GIVEN THAT

- A. The City of Richmond has by bylaw ("Bylaw") established a revitalization tax exemption program for the purpose of encouraging revitalization of an area of the municipality,
- B. The Lands that are the subject of this Agreement are located in an area designated by the City's Council as a revitalization area,
- C. The Owner is the holder of a right of way or licence and occupier of the Lands defined in this Agreement,
- D. This Agreement contains the terms and conditions respecting the provision of a municipal property tax exemption under the Bylaw defined in this Agreement,
- E. The Owner and the City wish to enter into this Agreement,

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and the payment by the Owner to the City of consideration in the amount of \$10.00 (Ten) Dollars, the receipt and sufficiency of which are acknowledged by the City, the City and the Owner covenant and agree with each other as follows:

**Definitions**

- 1. In this Agreement the following words have the following meanings:
  - (a) "Agreement" means this Revitalization Tax Exemption Agreement;
  - (b) "Assessed Value" as referred to in the Bylaw means the most recent assessed value of the Lands as determined by the assessment authority in the area in which the Lands are located; if such value is not available then the assessed value means the highest price in terms of money that the real property will fetch under all conditions

requisite to a fair sale with the buyer and seller, each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus as estimated by a real estate appraiser accredited in the jurisdiction in which the Lands are located;

- (c) "Bylaw" means the City of Richmond Revitalization Tax Bylaw XXXX;
- (d) "Lands" means the area shown outlined on Appendix A.

**Term**

- 2. The Owner and the City agree that the term of this Agreement is 5 years commencing on January 1 of the first calendar year after the calendar year referred to in the reference date of this Agreement

**Applicable Improvements**

- 3. The tax exemption provided for under the Bylaw applies in respect of construction of heritage revitalization improvements on the Lands.

**Revitalization Tax Exemption Certificate**

- 4. (a) Once the Owner has completed the construction of the heritage revitalization improvements referred to in Section 3, the City must issue a revitalization tax exemption certificate to the Owner for the Lands if the Owner and the Lands are otherwise in compliance with this Agreement.
- (b) A revitalization tax exemption certificate must, in accordance with the Bylaw and this Agreement, specify the following:
  - (i) the amount of the tax exemption or the formula for determining the exemption;
  - (ii) the term of the tax exemption;
  - (iii) the conditions on which the tax exemption is provided; and
  - (iv) that a recapture amount is payable if the certificate is cancelled and how that amount is to be determined.

**Tax Exemption**

- 5. So long as a revitalization tax exemption certificate in respect of the Lands has not been cancelled, the new improvements on the Lands are exempt, to the extent, for the period and subject to the conditions provided in the certificate, from municipal property taxation.
- 6. The revitalization tax exemption certificate may be cancelled by the Council of the City:
  - (a) on the request of the Owner, or
  - (b) if any of the conditions in the certificate are not met.

**Owner's Obligations**

- 7. The Owner must pay to the City the cost of all tie-ins of works and services associated with the new improvements, to existing storm and sanitary sewers, water mains, water meters, driveways, and other municipal services to the extent applicable.

8. The Owner must comply with the following conditions in respect of the Lands and the new improvements:
  - (a) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including bylaws of the City;
  - (b) all federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments; and
  - (c) the conditions set out in section 3(e) of the Bylaw.

### **Obligations of Richmond**

9. The City must issue a revitalization tax exemption certificate to the Owner in respect of the new improvements on the Lands once the Owner has completed construction, so long as the Owner and the Lands are otherwise in compliance with the Bylaw and this Agreement.

### **Richmond's Rights and Powers**

10. Nothing contained or implied in this Agreement prejudices or affects the City's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

### **General Provisions**

11. It is mutually understood, agreed, and declared by and between the parties that the City has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), express or implied, with the Owner other than those expressly contained in this Agreement.
12. The covenants set forth in this Agreement shall not terminate if and when a purchaser or other occupier becomes an owner or occupier of the Lands or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners for the time being of the Lands or any portion thereof.
13. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and this Agreement may only be modified by agreement of the City with the Owner, or discharged by the City pursuant to this Agreement. All of the costs of the preparation, execution, and registration of any amendments or discharges shall be borne by the Owner.
14. This Agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
15. The Owner shall, on the request of the City, execute and deliver or cause to be executed and delivered, all such further agreements, documents, instruments, and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the City necessary to give full effect to the intent of this Agreement.
16. Time is of the essence of this Agreement.

- 17. This Agreement constitutes the entire agreement between the Owner and the City with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the City with the Owner.
- 18. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

to the Owner at:

[insert name and address]

and:

to the City at:  
**CITY OF RICHMOND**  
 6911 No. 3 Road  
 Richmond BC V6Y 2C1

Attention: Director, City Clerk's Office

or to such other address to which a party hereto from time to time notifies the other parties in writing.

- 19. (a) No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement.  
 (b) Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
- 20. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the City.
- 21. This Agreement shall be construed according to the laws of the Province of British Columbia.
- 22. A reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
- 23. This Agreement is effective from and after the reference date if this Agreement, but only if this Agreement has been executed and delivered by the Owner and executed by the City.
- 24. Unless otherwise expressly provided in this Agreement, whenever the City is permitted to make or give any opinion, decision, direction, determination, or consent, the City may act in its sole discretion, but will act reasonably.

- 25. Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
- 26. The Owner represents and warrants to the City that
  - (a) all necessary corporate or partnership actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
  - (b) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
  - (c) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Lands; and
  - (d) the Owner has the capacity and authority to enter into and perform this Agreement.

As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

Date: \_\_\_\_\_, \_\_\_\_\_

The Corporate Seal of **THE** )  
**CORPORATION OF THE CITY OF** )  
**RICHMOND** was affixed by its authorized )  
 signatories: )  
 )  
 )  
 )  
 \_\_\_\_\_ )

c/s

Mayor:

\_\_\_\_\_  
Director, City Clerk's Office:

Date: \_\_\_\_\_, \_\_\_\_\_

Signed, Sealed and Delivered in the )  
 presence of: )  
 \_\_\_\_\_ )  
 Name: )  
 \_\_\_\_\_ )  
 Address: )

\_\_\_\_\_  
NAME OF OWNER

\_\_\_\_\_  
Occupation:

Appendix A  
The Lands

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