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A Generic Heritage Conservation Tool Kit For BC Local Governments



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Heritage Conservation Toolkit

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A Generic Heritage Conservation Tool Kit For BC Municipalities

Purpose

The purpose of this tool kit is to highlight the legal heritage conservation powers provided to municipalities by the British Columbia *Local Government Act* (LGA) and the British Columbia *Community Charter*, to enable municipalities to manage and conserve their heritage resources.

This tool kit was prepared by the City of Richmond, together with Birmingham & Wood Consultants (Barman, Cook, Coriolis, D'Agostini, Ducote, Jonker, Hein, LetSimmer). The law firm of Lidstone Young Anderson provided legal advice.

This tool kit was prepared as part of the work undertaken by the City of Richmond to better manage its heritage resources in Steveston Village, Richmond, British Columbia.

Caution

The information in this tool kit is general in nature. Municipalities and others who wish to use the information in this tool kit are advised to seek their own legal and planning advice prior to applying the heritage conservation and management tools described herein in their own municipalities and to their own heritage projects.

Young, Anderson accepts no responsibility for the reader's reliance on the tools and information set out herein.

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- the City of Richmond
- the Real Estate Foundation of British Columbia
- the Province of British Columbia, including:
 - the BC Ministry of Tourism, Sports and The Arts, The Heritage Branch, and
 - the BC Ministry of Community services, Smart Development Partnerships Program

Note: The Planning and Regulatory Tools are to be used together, as needed.

1 Planning and Regulatory Tools

1.1 Official Community Plan (including all Area Plans)

1. Objective

- An Official Community Plan (OCP) describes the vision for a specific community for a period of five years or more, including social, economic, and environmental land use management, urban design, and heritage policies.
- An Area Plan sets out the overall community goals and other OCP content for a smaller planning area.
- An OCP has the following legal implications:
 - all bylaws enacted by council and all works undertaken by council must be consistent with the OCP, and
 - where an area has been designated by the OCP as requiring development permits, land owners must apply for development permits consistent with guidelines set out in the OCP.

2. The OCP and the Area Plans: Description

- Both the OCP and the Area Plans set out a local government's vision, including its goals, objectives and policies. They are intended to guide decisions on planning, sustainability, development, subdivision, urban design, social and environmental land use management, and heritage conservation.
- The OCP and the Area Plans may designate development permit areas within the area subject to the plan and establish guidelines, objectives and policies for development permits.
- The OCP and the Area Plans may guide the form and character of commercial, industrial and multi-family and intensive residential development.
- The OCP and the Area Plans may designate HCA's within the area subject to the plan.

3. Enabling legislation (if applicable)

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

4. Local government Legislation and Policy

- An Official Community Plan Bylaw, including all Area Plans attached as schedules.
- An Area Plan may include development permit guidelines to be applied to new development.
- An Area Plan may also include area character guidelines, providing supplemental guidance to the development of those locations whose form and character are considered key to that area's identity.

5. Method

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

6. Pros

- An Area Plan identifies the unique qualities of the area to which it applies, including specific details for that area.
- The OCP provides guidance for new development.
- Any changes in regulations dealing with use, density, or conditions of use in an area are subject to the objectives and policies set out in the OCP and the applicable Area Plan.
- The OCP sets out where development permits are required with regard to the form and character of new development.
- An OCP may designate an area as a HCA in respect of which development cannot proceed without a Heritage Alteration Permit.

7. Cons

- There are statutory limitations on the content of development permits.

1. Planning and Regulatory Tools

1.2 Design Guidelines (in the OCP and Area Plans)

1. Objective

- To promote designs that meet best practices for the conservation of heritage values in a particular area.
- Best practices include promoting designs that are compatible with the heritage character of the area.

2. Description

- Design guidelines for a particular area are established in an Area Plan.
- They are used in conjunction with the municipal zoning bylaw.
- They provide direction to assist the applicant with planning and designing a development in the area to which the Area Plan applies, and they assist staff in reviewing the application.
- They typically include sections on architectural components, internal design, open space, and landscaping.
- They can respond to a variety of circumstances, such as existing buildings and new construction.

3. Enabling legislation

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

4. Local government Legislation and Policy

- The OCP and the Area Plans may include design guidelines addressing architectural elements (e.g. roofscapes, exterior walls, finishes, weather protection, signage), landscape elements, massing and height, parking and services.

5. Method

- Designate the development permit areas.
- Implement design guidelines in one of the following ways:
 - by a covenant pursuant to section 219 of the *Land Title Act*;
 - by a phased development agreement pursuant to section 905.1 of the *Local Government Act*;
 - by way of amenity zoning pursuant to section 904 of the *Local Government Act*; or
 - by a development permit pursuant to section 920 of the *Local Government Act*, subject to s. 920(9) limitations.

6. Pros

- Design guidelines provide direction on design elements to applicants and staff.
- May allow flexibility in interpretation and application.

7. Cons

- Statutory restraints.

8. Issues and Policy Questions

- Design guidelines should be clear so as to provide clarity of direction and to minimize the need for discretionary design discussions between applicants and staff.
- Design guidelines should clarify how an area's heritage style can be expressed, and they should clarify how the design guidelines will work in different zoning districts.

9. Examples

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

1. Planning and Regulatory Tools

1.3 Development Permit Area and Guidelines

1. Objective

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

2. Description

- A development permit regulates the development of property in accordance with the OCP Bylaw and the applicable Area Plan, in a complementary manner.
- A development permit controls the form and character of development in accordance with the OCP and the applicable Area Plan.
- Variances can provide for the relaxation of regulations such as siting, 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. Local government Legislation and Policy (if applicable)

- Official Community Plan Bylaw
- Development Permit
- Development Variance Permit

5. Method

- Application submitted;
- Review by staff;
- Review by an 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.

7. Cons

- The variance process involves multiple steps and approvals.
- Issuance is only in accordance with applicable guidelines in OCP or zoning bylaw.

8. Issues and Policy Questions

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

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

- This tool can be used to regulate land uses, density, siting, and 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 it may be different for differently protected heritage properties.
- Zoning changes are approved through a public process on a site-specific or area basis.
- Typically involves an increase in density or a change in the 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. Local government Legislation and Policy

- Zoning Bylaw, Zoning Amendment Bylaw

5. Method

- Rezoning application submitted;
- Public notification and consultation;
- Staff review and preparation of report;
- Planning Committee recommendation to Council;
- Council 1st reading;
- Public Hearing – 2nd and 3rd reading;
- Applicant meets rezoning conditions;
- Ministry of Transportation approval, if required; and
- Council issues 4th bylaw reading = approval.

6. Pros

- Zoning is a tool to manage land use.
- It allows for the resolution of issues on a site-specific basis.

7. Cons

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

8. Issues and Policy Questions

- The municipal Zoning Bylaw should be reviewed to ensure consistency with heritage conservation objectives.
- Need to determine which heritage tools will best complement existing zoning.
- A re-zoning may be the trigger for a phased development agreement and may provide the vehicle for density bonusing and density transfers.

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 is processed and approved by the Approving Officer, not by Council.
- The Approving Officer is bound by the zoning and subdivision bylaws, and certain other bylaws under Part 26 of the *Local Government Act*, 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 should include provisions to ensure that adequate works and services are provided as part of the subdivision of land, including roads, sidewalks, street lighting, water, sewage disposal and storm drainage systems.

3. Enabling legislation

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

4. Local government Legislation and Policy

- Zoning Bylaw
- Subdivision Works and Services Bylaw
- Servicing Agreements

5. Method

- The owner may be required to apply for preliminary layout approval to determine municipal requirements and must then prepare final drawings, plans, and servicing agreements; and
- the owner must construct works and services or execute a servicing agreement, deposit security for the completion of works, and deliver final subdivision plans. Upon the owner's completion of these requirements, the approving officer is bound to approve the subdivision, unless the plans are inconsistent with zoning or subdivision bylaws or other applicable enactments, or the subdivision is contrary to the 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 area.
- Existing subdivision servicing standards are usually intended for standard subdivisions, not heritage areas. New standards can be developed and included in the subdivision works and services bylaw for heritage areas.

7. Cons

- Subdivision and 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 and Policy Questions

- Review existing subdivision and servicing bylaws to determine if they have appropriate provisions to achieve heritage conservation objectives.
- There may be cases where heritage properties are not 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.

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 that applications comply with fire, health and life safety standards.

3. Enabling legislation

- *BC Building Code 2006* and Heritage Building Supplement.

4. Local government Legislation and Policy

- Building Regulation Bylaw

5. Method

- Applicant submits a building permit application;
- Building official reviews and approves or refuses the building permit; and
- A local government may, by bylaw, require a new building permit prior to demolition of an identified heritage structure or building.

6. Pros

- Provides flexibility when applying for a building permit by allowing for 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 and 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 in accordance with works and services 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 heritage design standards).

1. Planning and Regulatory Tools

1.7 Building Code Alternative Solutions

1. Objective

- To provide alternative solutions that encourage building upgrades that are sensitive to minimizing impact on identified heritage resources.

2. Description

- Allows alternate compliance methods for buildings listed on the local government's heritage register.

3. Enabling legislation

- *BC Building Code 2006* and Heritage Building Supplement

4. Local government Legislation and Policy (if applicable)

- A municipal Building Regulation Bylaw

5. Method

- The applicant submits alternate compliance methods with its building permit application including certification of efficacy of alternate compliance methods by qualified persons; and
- A building official reviews and approves or refuses the permit.

6. Pros

- Provides flexibility when applying for a 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 in scope.

8. Issues and Policy Questions

- To be effective, this tool may require expertise on staff or the retaining of a consultant by the local government to review alternate compliance proposals.

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) requirements may be prepared that 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 a 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

4. Local government Legislation and Policy (if applicable)

- Sign Regulation Bylaw
- OCPs and Area Plans may also contain signage guidelines

5. Method

- A Public Hearing is not required to adopt or amend a 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 the character of heritage areas.

- Without sign regulation, signage can mask the character-defining elements of the buildings and landscape in a heritage area, and can ruin the area's heritage character.

7. Cons

- Additional administrative review is required.
- Business owners may have concerns with “over-regulation”.

8. Issues and Policy Questions

- A sign bylaw and OCP and Area Plan signage guidelines should to be reviewed to ensure consistency with heritage conservation objectives.

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:

- A. Staff interprets heritage guidelines to the applicant.
- B. Response from applicant who interprets guidelines, statements of significance, heritage conservation, etc.
- C. Developer is required to prepare an interpretation plan that identifies how the proposal protects, enhances and presents heritage resources.
- Used in conjunction with design guidelines.
- Provides direction to assist applicants in preparing applications and assists staff in assessing applications.
- Typically includes sections on values, thematic frameworks, methods, and implementation.
- Can respond to a variety of circumstances, such as existing heritage resources, resources no longer existing, and new construction.

3. Enabling legislation (if applicable)

- Not applicable.

4. Local government Legislation and Policy (if applicable)

- The OCP and the Area Plans may include guidelines that address architectural elements, landscape elements, massing and height, parking and services.
- Other policy examples include a municipal public art policy, or a museum policy.

5. Method

- An adopted OCP or Area Plan.

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.
- Includes flexibility and interpretation.

7. Cons

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

8. Issues and Policy Questions

- Interpretive plans are to be reviewed to ensure consistency with the local government’s heritage conservation objectives.

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 objectives and options prior to the issuance of a demolition permit.

2. Description

- Normally a demolition permit is only issued to ensure that a demolition will be conducted safely.
- However, under the proposed approach, demolitions:
 - may not occur when buildings are designated a heritage resource to be kept, or
 - may occur where redevelopment meets municipal heritage policies and requirements.
- Withholding of a demolition permit for protected heritage property or a property on the municipal heritage register.

3. Enabling Legislation

- *Local Government Act* – Section 961

4. Local government Legislation and Policy

- A local government may amend its demolition permit process to require additional developer information (e.g. information to address issues related to tree removal, safety regulations and a review by Local government staff prior to a demolition permit being issued.

5. Method

- A local government can authorize officials to withhold a demolition permit and may also establish restrictions, limits or conditions; and
- A demolition permit can be withheld for:
 - Protected heritage property 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 governments 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 (unless property is protected on a temporary or continuing basis under Part 27 of the *Local Government Act*).

8. Issues and 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.

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) or Area Plan.

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 heritage character that has been identified for heritage conservation purposes in an OCP or Area Plan.
- An HCA cannot be used for a single building.
- Where an OCP designates a HCA, a property owner must not subdivide the land, construct, or alter a building, or alter a feature that is part of a protected heritage building, without a heritage alteration permit.
- An 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 HCA, 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 and Policy (if applicable)

- A local government may establish a HCA in its OCP or Area Plan.

5. Method

- An HCA may be designated in 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; and
 - the alteration of a building, land or structure.
- An HCA Bylaw is adopted after a public hearing.

6. Pros

- The implementation of a HCA will enhance the unique characteristics of a heritage area by providing a comprehensive approach to managing heritage area resources and ensuring compatible development.
- The designation of HCA's under Sections 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 of the LGA does require compensation.
- A HCA can include built and natural features.
- Guidelines provide clarity to property and business owners, to the community, and to staff.

7. Cons

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

8. Issues and Policy Questions

- Need to determine whether the local government wishes to offer any incentives.
- Generally, incentives are encouraged as heritage conservation should not be a financial burden.

9. Examples

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

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.

2. Description

- A municipal heritage inventory is an informal listing and database of properties identified by a local government as having heritage value or heritage character.
- Properties listed on a heritage inventory may be eligible for heritage incentives and programs.
- Being listed on a heritage inventory does not mean that the property is protected, but that it is recognized by a local government for planning purposes.
- Notification of an affected property owner or the Minister responsible for the BC Heritage Conservation Act is not required.

3. Enabling legislation

- Not applicable

4. Local government Legislation and Policy

- A municipal heritage inventory.

5. Method

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

6. Pros

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

7. Cons

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

8. Issues and Policy Questions

- Once established, a municipal heritage register should be maintained and enhanced.

9. Examples

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

2. Heritage Protection Tools

2.3 Municipal Heritage Register

1. Objective

- To formally identify heritage resources so that 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. Local government Legislation and 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; and
- 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

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

7. Cons

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

8. Issues and Policy Questions

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

9. Examples

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

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 that property's interior features and landscape features.
- The local government must provide compensation to the property owner for any loss in market value as a result of heritage designation.
- Heritage designation can be enacted with or without the consent of the property owner.

3. Enabling legislation

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

4. Local government Legislation and Policy

- A local government may designate heritage places.

5. Method

- The local government identifies a property for long-term heritage conservation;
- A report to Council is prepared and must include: a statement of heritage value or heritage character; compatibility with the OCP; compatibility with lawful use of property and adjoining lands; condition and economic viability of property; need for financial support;
- A heritage designation bylaw is prepared;
- A public hearing is held with notices published in the local newspaper, and notices sent to all owners and occupiers of the property; and
- The bylaw is enacted (note: the hearing notification process is the same as to that required for rezoning).

6. Pros

- Provides long-term legal protection for heritage resources.

7. Cons

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

8. Issues and Policy Questions

- Provision of assistance may enable local government 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 property 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.).
 - A revitalization permissive tax exemption agreement and bylaw under section 226 of the *Community Charter*.

2. Heritage Protection Tools

2.5 Heritage Revitalization Agreement

1. Objective

- To enable a local government to enter into agreements with a developer on a site-specific basis that provide long-term heritage protection for a property.

2. Description

- Allows a local government and a property owner to make a formal agreement that may specify terms and vary or supplement bylaw and permit conditions, including:
 - land use, density, siting and lot size requirements.
 - development cost recovery, subdivision and development requirements.
 - development permits, development variance permits, heritage alteration permits.
- Can supersede zoning regulations.
- A Heritage Revitalization Agreement specifies the duties, obligations, and benefits of the parties, as negotiated by both parties.
- A Heritage Revitalization Agreement may be amended only with the agreement of both parties and an 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 the property owner.
- The agreement may stipulate minimum maintenance and repair standards and requirements.
- The agreement may specify the outcome if a subject building is destroyed by accident, act of God, etc.
- This tool may be used as often as is needed to protect heritage buildings.
- This tool can be considered as similar to a tailored heritage Comprehensive Development Zone (CD).

3. Enabling legislation

- *Local Government Act* – Section 966

4. Local government Legislation and Policy (if applicable)

- A local government may authorize a Heritage Revitalization Agreement by bylaw.

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; and
- Council adopts the HRA by bylaw.

6. Pros

- The parties can create an agreement to manage site-specific issues.

7. Cons

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

8. Issues and 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

2. Heritage Protection Tools

2.6 Heritage Conservation Covenants

1. Objective

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

2. Description

- Allows a local government or a heritage organization to negotiate the terms of a contractual agreement with a property owner to protect a site for a specified period of time or indefinitely.
- Outlines the obligations of parties.
- May include maintenance standards and requirements.
- May deal with both buildings and heritage landscape features.

3. Enabling legislation

- *Land Title Act* – Section 219

4. Local government Legislation and Policy

- A local government may require or agree to establish a Heritage Conservation Covenant with a property owner.

5. Method

- The parties agree to the long-term conservation of a property and negotiate a contract outlining various terms and obligations;
- If the local government is a party to the agreement, Council must adopt a resolution authorizing the covenant or the covenant may be executed by authorized staff; and
- 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 and Policy Questions

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

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

- A HAP is required for changes to heritage properties that are:
 - designated “heritage” by bylaw;
 - listed on a HCA schedule; or
 - archaeological sites under the *BC Heritage Conservation Act*.
- A local government must also establish requirements for HAP’s for properties that are the subject of:
 - Heritage Revitalization Agreements; and
 - Heritage Conservation Covenants.
- A HAP 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. Local government Legislation and Policy (if applicable)

- Heritage Procedures Bylaw

5. Method

- A property owner makes an application; and
- The local government considers the proposed alterations and approves or denies the 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 HAP cannot change permitted use or density.

8. Issues and 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.

2. Heritage Protection Tools

2.8 Heritage Site Maintenance Standards

1. Objective

- To ensure that protected properties are appropriately maintained.

2. Description

- A local government can pass a bylaw establishing minimum standards for the care and maintenance of property protected by a heritage designation bylaw or that lies within a HCA.
 - This does not apply to properties listed on the Heritage Register.
- Different standards can be established for different areas or different types of properties.
- Heritage Covenants may also include maintenance standards and requirements.

3. Enabling legislation

- *Local Government Act* – Section 970

4. Local government Legislation and Policy

- A local government may establish by bylaw Heritage Site Maintenance Standards.

5. Method

- Property is protected through designation or it is identified in an HCA schedule;
- Heritage site maintenance standards are prepared and the local government adopts a bylaw; and
- The local government enforces the bylaw when necessary.

6. Pros

- These standards clearly state minimum expectations regarding maintenance of heritage properties to property owners.
- This tool may ensure that heritage properties do not deteriorate through neglect.
- The standards can be applied to sites receiving incentives.

7. Cons

- New regulations are required to establish heritage maintenance standards.

8. Issues and Policy Questions

- The local government must consider the administrative implications of imposing such standards (e.g., inspections, enforcement costs).

9. Examples

- Port Moody

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, called the *Standards and Guidelines for the Conservation of Historic Places in Canada*.
 - These federal standards and guidelines, prepared by Parks Canada, provide high quality standards for achieving long-term heritage objectives.
- These federal Standards and Guidelines outline the principles and practices that encourage the long-term conservation of historic places.
- These Standards promote responsible conservation practice and provide a framework for making essential decisions about the maintenance and alteration of heritage places.
- The Guidelines provide direction on how the Standards are to be interpreted and applied.

3. Enabling legislation:

- None

4. Local government Legislation and Policy

- A local government may establish standards and guidelines for heritage conservation.

5. Method

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

6. Pros

- Allows for a consistent, non-prescriptive and adaptable approach to interventions related to heritage places, taking into consideration economic, safety, efficiency, environmental, accessibility and technical considerations.
- The Standards and Guidelines reflect current value-based management practice in heritage conservation.
- They offer guidance in all categories of heritage places.
- The Guidelines provide clarity to property and business owners, community and staff.
- They ensure that an appropriate level of heritage conservation is achieved in exchange for incentives from the local government.

- The application of 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 in order to meet the Standards and Guidelines.
 - This must be balanced with incentives.

8. Issues and 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.
- Effective use of this tool requires a commensurate level of incentives to be given in order to offset any 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 (no longer available).

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

- A local government establishes procedures and guidelines for heritage conservation.
- Council can also delegate negotiation and decision-making authority to a municipal official.

3. Enabling legislation

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

4. Local government Legislation and Policy

- Development Permit, Development Variance Permit, and Temporary Commercial and Industrial Use Permit Procedure Bylaw.

5. Method

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

6. Pros

- The requirements and procedures are 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 and Policy Questions

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

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 approval for an action that would alter a heritage resource.
2. Description
 - A local government can, by bylaw, direct its officers and/or its employees who issue approvals to withhold approval for work that might 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. Local government Legislation and Policy
 - A local government may adopt such a bylaw.
5. Method
 - The local government passes a bylaw authorizing an official to withhold approval(s).
6. Pros
 - Allows for temporary withholding when an action could alter a heritage resource.
 - The authority to withhold approval can be delegated to an officer or employee of the local government.
7. Cons
 - Does not provide for long-term protection of heritage resources.
8. Issues and Policy Questions
 - None identified
9. Examples
 - Nanaimo

2. Heritage Protection Tools

2.11 Temporary Heritage Protection

2.11.2 Temporary Protection Orders

1. Objective

- To temporarily protect a heritage resource in order to allow for consideration of conservation alternatives.

2. Description

- A local government can provide temporary protection to a potential heritage property, or to an adjacent or nearby property, in order to protect heritage property.
- The order must specify a time period, but this time period cannot be longer than 60 days.
- An order cannot be made more than once in a 2-year period without the agreement of the owner.
- An order can:
 - identify landscape features;
 - specify the types of alterations not requiring a Heritage Alteration Permit; and
 - establish policies in relation to issuing a Heritage Alteration Permit.

3. Enabling legislation

- *Local Government Act* – Section 962

4. Civic Legislation and Policy

- A local government may establish such a Temporary Protection Order by resolution or bylaw.

5. Method

- The local government approves the order.

6. Pros

- Provides for a short-term period to work with an owner to review heritage conservation objectives and identify possible solutions.

7. Cons

- Does not provide longer-term protection of heritage resources.

8. Issues and Policy Questions

- None identified

2. Heritage Protection Tools

2.11 Temporary Heritage Protection

2.11.3 Temporary Protection by Introduction of Continuing Protection Bylaws

1. Objective

- To provide for a temporary period of protection when a HCA or a heritage designation bylaw is introduced.

2. Description

- For 60 days from the date when a Heritage Designation Bylaw is read for the first time, no one can:
 - alter the exterior of the building or structure,
 - make structural alterations,
 - move the building or structure,
 - alter/remove or damage an interior feature,
 - alter/remove or damage a landscape feature, or
 - alter/excavate/build on the land.
- For 120 days from the date when a HCA Bylaw is read the first time, no one can:
 - subdivide the land,
 - start the construction of a building or structure, or an addition to a building or structure,
 - alter the building or structure, or
 - alter a feature.

3. Enabling legislation

- Local Government Act – Section 963

4. Local government Legislation and Policy

- A local government may pass such a temporary protection bylaw.

5. Method

- Temporary protection periods come into effect on the date of first reading of the bylaw and last for a specified period of time.

6. Pros

- Gives temporary protection to heritage resources while the Heritage Designation Bylaw is being considered.

7. Cons

- Does not provide long-term protection for heritage resources unless continuing protection bylaws are adopted.

8. Issues and Policy Questions

- None identified

2. Heritage Protection Tools

2.11 Temporary Heritage Protection

2.11.4 Temporary Protection Control Periods

1. Objective

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

2. Description

- Temporary protection for up to one year can be provided by bylaw in order to allow for the following:
 - Identification of the types of landscape features protected.
 - Specification of the types of alterations not requiring a heritage alteration permit.
 - Establishment of 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. Local government Legislation and Policy

- A local government may pass a bylaw to allow for a temporary protection period.

5. Method

- The local government passes a bylaw identifying the area that is the subject of heritage conservation planning.

6. Pros

- Allows the local government to manage change in the heritage area while planning is underway.

7. Cons

- Does not provide long-term protection of heritage resources.

8. Issues and Policy Questions

- None identified

3 Financial Tools

3.1 Municipal Financial Tools

- **Purpose**
The purpose of this section is to review a possible Heritage Incentive Program (HIP) and the possible methods to calculate the amount of incentive that could be granted for conserving heritage resources.
- **Background**
 - Property owners are responsible for maintaining their buildings to meet the Local government 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 heritage building, as much depends on its condition and possible future development in the area.
 - A number of heritage incentives can be considered to help offset the costs of conserving heritage resources.
- **Three Options**
 - 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 from the local government.
- **Option 2: Building Rehabilitation Costs**
 - Provide incentives to address the costs of conserving a 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 from the local government.
- **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)

- 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
 - Must identify who determines the building rehabilitation costs.
 - Certain jurisdictions, for example Vancouver, approach the issue of financial compensation by examining the project costs from all three perspectives.

3 Financial Tools

3.1 Municipal Financial Tools

3.1.1 Local Government Heritage Grant Program

1. Objective

- To encourage the conservation of buildings, including the restoration and/or enhancement of principal facades on buildings.

2. Description

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

3. Enabling legislation:

- *Community Charter* – Sections 8(1) and 25

4. Local government Legislation and Policy (if applicable)

- A local government may establish an account for this purpose.

5. Method

- Council may establish a new grant fund or expand the existing fund;
- Council may approve a policy and program to provide financial incentives, including a source of funds and eligibility criteria;
 - Approval of financial incentives requires approval by 2/3 of Council members
- Annual funds/budget is required;
- Possible allocation formula:
- Provide matching funds (50/50) up to a maximum amount (e.g. \$50,000) for qualifying conservation work.
- Possible allocation conditions:
 - the application is reviewed by staff;
 - the applicant provides 3 estimates from contractors;
 - the applicant provides invoices when work is completed satisfactorily;
 - Council approves the grant; and
 - the grant is issued.

6. Pros

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

7. Cons

- Requires a source of funds:
 - Local government; and
 - Other possible sources (to be decided).
 - Note: Municipal funds for heritage are often limited.
- Staff resources are required to administer the program.

8. Issues and Policy Questions

- Must decide if the program would apply only to heritage buildings, or to non-heritage buildings as well.
- Must identify the source of funding.
- Must establish a level of local government funding support.
- Must 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 Association, City Quarter Association) - 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 the costs, up to \$5,000 for heritage homes
 - True Colours – a \$2,000 grant for exterior painting of heritage home in colour that is in keeping with stylistic period

3 Financial Tools

3.1 Municipal Financial Tools

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 upgrading).

2. Description

- Allows municipal Council to give property owners a partial or total exemption of their property taxes for heritage purposes if a property is protected.
- Exemptions may be given for 1-10 years.
- Council must include the objectives and policies of a heritage property tax exemption in their municipal 5-year financial plan.

3. Enabling legislation

- *Community Charter* – Section 225

4. Local government Legislation and Policy (if applicable)

- A local government may establish such a tax exemption.

5. Method

- There are various approaches that may be undertaken.
- 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 must be prepared and adopted by 2/3 of Council members.

6. Pros

- Such exemptions are 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 and Policy Questions

- Council must decide if it is in the public interest to provide such tax exemptions.

3 Financial Tools

3.1 Municipal Financial Tools

3.1.3 Revitalization Property Tax Exemptions

1. Objective

- To meet social, economic, environmental or other community needs. For example, these exemptions could be used for revitalization purposes, such as the retention of industrial or other uses deemed important to the heritage character of an area.

2. Description

- Allows the exemption of municipal property value tax in a designated revitalization area (e.g., an HCA) or in designated circumstances.
- Can also be applied to a type of property or a particular activity.
- Can only grant an exemption for a maximum 10-year term (non-renewable).
- Exemptions may apply to the value of land or to improvements, or both.
- Council can specify the amount and extent of tax exemptions available.
- Council must include the objectives and policies of a revitalization tax exemption in the municipal 5-year financial plan.

3. Enabling legislation

- *Community Charter* – Section 226

4. Local government Legislation and Policy (if applicable)

- A local government may establish such a tax exemption.

5. Method

- Council must first 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; and
- Council may then issue a revitalization tax exemption certificate.

6. Pros

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

7. Cons

- May raise questions of equity with other uses and other areas of a local government.
- Other taxpayers would be paying for the exemption.

8. Issues and Policy Questions

- Could be used to encourage certain uses (e.g., industrial or marine support uses) to remain, or to locate in a particular area, or to retain mixed uses in an area.

3 Financial Tools

3.1 Municipal Financial Tools

3.1.4 Bonus Density

1. Objective

- To provide an incentive to offset 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 possibly transferred off-site.

3. Enabling legislation

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

4. Local government Legislation and Policy

- A local government may use density bonusing (e.g., for affordable housing).

5. Method

- Amend the OCP, the relevant Area Plan, and the Zoning and Development Bylaw to establish a density bonus system.
- Need Council approval of the policy and program, including how bonus density and transfer are to be determined.
- Various approaches can be used to determine the density bonus amount.
- This tool is subject to statutory notice and hearing processes.
- Detailed calculations may be obtained through a proforma analysis.
- Calculation Options:
 - Option 1: Determine amount of incentive required to make a 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 up to a set amount (e.g. up to 0.2 FAR). In such a case, the floor space from an existing 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 incentive amount.

6. Pros

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

7. Cons

- Option 1 involves detailed negotiations and therefore can be complex and time consuming to administer.
- Option 2 may provide too much or too little incentive and may involve the establishment of a transfer of density system.

8. Issues and 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

3 Financial Tools

3.1 Municipal Financial Tools

3.1.5 Residual Density

1. Objective

- To achieve heritage conservation. For example, to encourage shorter buildings to retain their existing lower height and scale.

2. Description

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

3. Enabling legislation

- *Local Government Act* – Division 2 (OCP provisions) and section 903 (zoning provisions)

4. Local government Legislation and Policy (if applicable)

- A local government may allow residual density on-site, which may be left on-site (possibly with compensation), or transferred off-site.

5. Method

- Amend the OCP and zoning bylaws to establish a density bonus system;
- Council adopts a density bonus policy and program;
- The program may allow for residual density (i.e., the difference between existing built density and that permitted), which may be transferred off site; and
- The Area Plan or existing zoned density may be allowed to be either:
 - Not built onsite 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 and Policy Questions

- Onsite parking requirements may result in more residual (unbuilt) density being available.

3 Financial Tools

3.1 Municipal Financial Tools

3.1.6 Transfer of Density (including density bank)

1. Objective

- To develop a mechanism for the transfer of residual (excess) density off-site.

2. Description

- Allows for residual (excess) or bonus density on heritage sites to be transferred, when not otherwise compensated for, to receiver sites in the local government.
- Bonus and/or residual density can be “banked” onsite through a covenant on the donor site, then sold and transferred to other receiver sites, subject to approval by the local government.
- The local government is responsible for granting density at a donor site and for approving its transfer to a receiver site.
- The selling price of density is established by the marketplace.
- Two Options To Manage Density Transfer
 - Option 1 – Simultaneous Density Transfer - This happens when there are two developers rezoning simultaneously:
 - For the heritage site: one party agrees to transfer density off-site to protect heritage, and
 - For different (non-heritage site): one party agrees to pay the heritage site developers in order to receive the extra density.
 - The local government would manage this process.
 - Option 2 – A Density Transfer Bank - This option would allow density to be transferred in a phased manner. A local government could set up a municipal “density bank”, where one site could place excess density and, later, a receiver site could use the deposited density. The local government would manage the process and it may involve a local government paying the first developer for the density deposit in the bank and then recouping the cost from a later second developer.

3. Enabling legislation

- *Local Government Act* – Division 2 (OCP provisions) and section 903 (zoning provisions)

4. Local government Legislation and Policy (if applicable)

- Not currently used

5. Method

- Amend the OCP, the applicable Area Plan, and the Zoning and Development Bylaw to establish a density bonus and transfer system;

- Approval is subject to notice and the public hearing process; and
- Council approves the policy and program including the identification of receiver sites or areas (e.g. may be approved in the Area Plan).
 - Options:
 - amend the Area Plan and Zoning Bylaw to create a transfer of density system (e.g. New Westminster)
 - seek an amendment to the *Community Charter* to enable a transfer of density system (e.g., Vancouver Charter provisions)
 - *note: both options are subject to statutory notice and hearing processes.*

6. Pros

- The market is responsible for setting prices and completing transactions.
- The local government acts as a coordinator and administrator (e.g. by managing simultaneous rezonings).
- No cost to the local government.

7. Cons

- Supply and demand – If the supply of transferred density increases and the demand or the prices decrease, the local government may need to provide greater amounts of density, which in turn will put downward pressure on value

8. Issues and Policy Questions

- Determine if there is a market for density transfer.
- Requires legal advice on whether density transfer programs are authorized.
- Determine to where density can be transferred.

9. Examples

- Vancouver
- New Westminster

3 Financial Tools

3.1 Municipal Financial Tools

3.1.7 Heritage Legacy Fund of BC

1. Objective

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

2. Description

- This is a joint initiative of The Land Conservancy and Heritage BC, whose purpose is to provide guidance and financial support to heritage projects in BC.
- The role of the Heritage Legacy Fund of BC is similar to that of the former BC Heritage Trust.
- Funding is available to non-profit agencies, registered charities and local governments.

3. Enabling legislation

- Provincial program

4. Local government Legislation and Policy (if applicable)

- Not applicable

5. Method

- Make an application to the program.
- There are two programs:
 - Heritage conservation – preservation, rehabilitation, and restoration of heritage resources up to \$25,000 for each building;
 - Heritage awareness – for research, documentation, presentation, and 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

- There are limited resources available as the fund supports conservation projects throughout the province.

8. Issues and Policy Questions

- The amount of support is uncertain.

3 Financial Tools

3.2 Provincial Financial Tools

3.2.1 Provincial/Community Heritage Register Program

- Also see section 2.2 - Heritage Register

1. Objective

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

2. Description

- This is a funding program to support the preservation of community heritage registers to ensure they are 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;
 - Creating a new heritage register.
- Funding is up to 100% of eligible costs to a maximum of \$20,000, and 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. Local government Legislation and Policy (if applicable)

- Not applicable

5. Method

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

6. Pros

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

7. Cons

- None

8. Issues and Policy Questions

- None

3 Financial Tools

3.2 Provincial Financial Tools

3.2.2 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 historic 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. Local government Legislation and Policy (if applicable)

- Not applicable

5. Method

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

6. Pros

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

7. Cons

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

8. Issues and Policy Questions

- None

4 Partnership Tools

4.1 Streamline Heritage Applications

1. Objective
 - Review existing Local government regulations and administrative procedures for rezoning, development and building permits, subdivision, etc., to determine 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. Local government Legislation and Policy (if applicable)
 - Varies
 - For example: by way of a Development Permit, Development Variance Permit or a Temporary Commercial and Industrial Use Permit procedure bylaw.
5. Method
 - Varies depending on the permission/permit being sought.
 - See the 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
 - It may be difficult to achieve significant efficiencies, as heritage projects often involve additional complexity due to negotiations and ensuring that they meet appropriate standards and guidelines, particularly if they are receiving incentives and assistance.
 - May require additional staffing and/or resources.
8. Issues and Policy Questions
 - May require additional heritage staff resources and expertise to facilitate the processing of applications involving heritage properties.

4. Partnership Tools

4.2 Support Services

1. Objective
 - To provide assistance to property owners and 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)
 - General
4. Local government Legislation and Policy (if applicable)
 - These services may be established by a local government.
5. Method
 - Staff provides assistance.
 - Approval of funding is required to provide consultant services to determine project feasibility and the budget to project completion.
6. Pros
 - Assist owners and 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 and Policy Questions
 - Must identify the source of funds.
9. Examples
 - Victoria – design assistance grants
 - Revelstoke – Sign & façade design program support given for heritage consultant to assist with selection of colour schemes and/or façade improvements

4. Partnership Tools

4.3 Establish Fundraising Organizations

1. Objective
 - To raise and distribute funds for heritage conservation initiatives through a non-profit organization.
2. Description
 - Establishing such an organization could include:
 - Approaching senior levels of government;
 - Establishing a heritage foundation that would support heritage conservation, awareness and education initiatives.
3. Enabling legislation (if applicable)
 - Not applicable
4. Local government Legislation or Policy (if applicable)
 - To be determined
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 a charity with Revenue Canada.
7. Cons
 - Limited sources of funding are available.
 - For creating a foundation:
 - Getting approval from Revenue Canada will require time.
 - Raising money to establish an endowment could be difficult.
 - Need a source of funds to cover operating costs.
 - For donations of property received, there will be ongoing maintenance and operating costs.
8. Issues and Policy Questions
 - None.

APPENDICES

1. OCP Amendment Bylaw
2. Building Regulation Bylaw Amendment Bylaw
3. Heritage Designation Bylaw
4. Heritage Revitalization Agreement Bylaw
5. Heritage Conservation Covenant (Building and Land)
6. Heritage Conservation Covenant (Landscaping)
7. Heritage Procedures Bylaw
8. Temporary Protection Order
9. Heritage Control Period Bylaw
10. Heritage Area Permissive Tax Exemptions Bylaw
11. Revitalization Tax Exemption Bylaw
12. Heritage Inspection Resolution

**Template
Bylaw XXXX**

**[Municipality] Official Community Plan Bylaw ____
Amendment Bylaw ____**

The Council of the [Insert name of Municipality], in open meeting assembled, enacts as follows:

1. [Municipality] Official Community Plan Bylaw ____ as amended is further amended by adding Schedule A, which is attached to and forms part of this bylaw. This Official Community Plan amendment addresses the special heritage character of [insert] and designates the [insert] portion of the [Municipality] as a Heritage Conservation Area.
2. This Bylaw may be cited as "[Municipality] Official Community Plan Bylaw ____, Amendment Bylaw ____".

FIRST READING

SECOND READING

PUBLIC HEARING

THIRD READING

ADOPTED

MAYOR

CORPORATE OFFICER

**Template
Bylaw XXXX**

**Building Regulation Bylaw ____ Amendment Bylaw ____
A Bylaw to Amend the Municipality's Building Bylaw**

The City Council of the [insert name of municipality], in open meeting assembled, enacts as follows:

Citation

1. This Bylaw is cited as "**Building Regulation Bylaw No. ____ Amendment Bylaw ____**".

Designation

2. Building Regulation Bylaw No. ____, as amended, is further amended by adding the following at the end of section ____:
- (x) in the [_____] Area designated as a heritage conservation area in the Official Community Plan, no person shall 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

MAYOR

CORPORATE OFFICER

BYLAW NO. _____

A bylaw to designate the _____ as a municipal heritage site.

WHEREAS the Council considers that the property described in s.2 of this Bylaw has heritage value and heritage character;

AND WHEREAS the owners of the property described in s.2 of this Bylaw have applied to the [Municipality] for designation of the existing building on the property as a municipal heritage site; and have waived in writing any entitlement to compensation for the designation under s.969 of the *Municipal Act*;

The City Council of the [insert name of municipality]; in open meeting assembled, enacts as follows:

Title

1. This Bylaw may be cited for all purposes as "Heritage Designation Bylaw No. _____".

Designation

2. The building commonly known as the _____ located at _____, on land legally described as _____ is designated as a municipal heritage site pursuant to s.967 of the *Municipal Act*.

Permitted Alterations to Dwelling

3. Ordinary maintenance of the exterior of the dwelling, and repairs including structural repairs that are certified in writing by an engineer or architect to be required only to protect the structural integrity of the building, are allowed without a heritage alteration permit.

READ A FIRST TIME this _____ day of _____, 2008

READ A SECOND TIME this _____ day of _____, 2008

READ A THIRD TIME this _____ day of _____, 2008

ADOPTED this _____ day of _____, 2008

MAYOR

CITY CLERK

Heritage Revitalization Agreement Bylaw XXXX

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

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

NOW THEREFORE, the Council of the [Insert name of municipality] enacts as follows:

Citation

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

Heritage Revitalization Agreement

- 2.1 The [Insert name of municipality] 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 City Clerk are authorized on behalf of [Municipality] 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 [Municipality] 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 [Municipality] 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

MAYOR

CITY CLERK

Schedule A – Heritage Revitalization Agreement

Bylaw No. XXXX

THIS AGREEMENT dated for reference [date, year] is

BETWEEN:

[Owner]

(the "Owner")

AND:

[INSERT NAME OF MUNICIPALITY]

[address]

[address]

(the "Municipality")

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], [Municipality], B.C. (the "Land");
- B. One principal building is currently situated on the Land, which is listed as a primary building in the [Municipality] Heritage inventory;
- C. The [Municipality] 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 [Municipality] 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 [Municipality] 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 [Municipality] 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 [Municipality] permits and licences required under [Municipality] Bylaws.
3. Construction, maintenance, repair and conservation work to the existing heritage building shall be done at the Owner's sole expense in accordance with generally accepted engineering and heritage conservation practices.

Variations to Zoning & Development Bylaw No. [____], as amended

4. Zoning & Development Bylaw No. _____, 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 [Municipality] 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 [Municipality], the heritage building is completely destroyed and the Owner intends to construct a replacement building on Lot X, the Owner must construct a new building in compliance with Zoning & Development Bylaw No. _____, 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. _____ 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 [Municipality] Bylaws

14. The Owner acknowledges and agrees 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 [municipality].

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 [municipality].
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

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

Indemnity

20. The Owner hereby releases, indemnifies and saves the [Municipality], 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 [Municipality]

21. 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 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 [Municipality] 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

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

[Municipality] of any subsequent default or in any way to defeat or affect the rights of remedies of the [Municipality].

Inspection

23. Without limiting the [Municipality]'s power of inspection conferred by statute and in addition thereto, the [Municipality] 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

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

Appendices

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

Number and Gender

26. 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

27. 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 [Municipality] 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 [insert name of)
 Municipality] was hereunto affixed in the)
 presence of:)

_____))
 Mayor:)

_____))
 City Clerk:)

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 [Municipality], 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 [Municipality] that the owner shall remove the graffiti.

APPENDIX C

Illustration of Variations to Zoning & Development Bylaw No. _____

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 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

8. 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

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

Enforcement

10. 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:

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

(the "Municipality")

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 [Municipality] and the Owner have 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 [Municipality] 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 [Municipality] , or permits issued by the [Municipality] , 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 [Municipality] ;
- (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 [Municipality] ;
- (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 [Municipality], 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 [Municipality];
- (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 [Municipality]

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 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 [Municipality] 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 [Municipality] 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 [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 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 [Municipality] unless a written waiver authorized by resolution of the Council and signed by an officer of the [Municipality] has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the [Municipality] on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the [Municipality] of any subsequent default or in any way to defeat or affect the rights or remedies of the [Municipality].

3.4 Statutory Authority and Proprietary Rights

Nothing in this Covenant shall limit, impair, fetter, or derogate from the statutory powers of the [Municipality] all of which powers may be exercised by the [Municipality] from time to time and at any time to the fullest extent that the [Municipality] is enabled, and no permissive bylaw enacted by the [Municipality], or permit, license or approval, granted, made or issued thereunder, or pursuant to Statute, by the [Municipality] shall estop, limit or impair the [Municipality] 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 [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 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 [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 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 [Municipality]:
 Attention: City Clerk
 [Insert name of Municipality]
 [insert address]

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 [Municipality]'s power of inspection conferred by statute and in addition thereto, the [Municipality] 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 _____

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 [Insert name of Municipality], in open meeting assembled, ENACTS AS
FOLLOWS:

Title

- 1.1 This Bylaw may be cited for all purposes as the [Insert name of Municipality]
"HERITAGE PROCEDURES BYLAW NO. _____, 2008".

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:

"Planning Director" means the Planning Director of the [Municipality],
his or her deputy, or other persons appointed by
Council to act in the place of the Planning Director.

"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 [Municipality]
established under Section 954 of the *Local
Government Act*.

"Heritage Revitalization Agreement" means an agreement between the [Municipality] and
owner of heritage property under Section 966 of the
Local Government Act.

“Chief Building Inspector”

means the [Municipality]’s Chief Building Inspector, his or her deputy, or other persons appointed by Council to act in the place of the Chief Building Inspector.

Withholding of Approvals

- 4.1 The Chief Building Inspector 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 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 Manager of Building Inspection must not withhold the issuance of any building permit in respect of any alteration required by an enactment.
- 4.3 The Manager of Building Inspection 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 Planning Director 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 building permit or demolition permit described in Section 4.1 of this bylaw has been made and the building permit or demolition permit would otherwise be withheld in accordance with that section; and

- 5.1.4 Heritage Alteration Permits pursuant to Section 972 and 973 of the *Local Government Act*, including, without limitation, establishing requirements and conditions of a Heritage Alteration Permit, and the determination of whether such requirements and conditions have been met.
- 5.2 Subject to Section 972(4) of the *Local Government Act*, the Planning Director 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 The delegation under Section 5.1 does not include the power to issue a Heritage Alteration Permit that:
- 5.3.1 permits construction of a proposed development exceeding 5,000 square metres in floor area;
 - 5.3.2 permits construction of more than 10 dwelling units; or
 - 5.3.3 varies the maximum building height contained in [Municipality] Zoning and Development Bylaw No. _____ by more than 1 metre (3.28 feet).
- 5.4 If the Planning Director 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 the Planning Director 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.
- 5.5 Despite the delegation under Section 5.1, a member of Council may, prior to the issuance of the Heritage Alteration Permit, request that the permit application be referred to Council for consideration and Council may, upon considering the matter, exercise its power in relation to the Heritage Alteration Permit under the *Local Government Act* or refer the matter to be dealt with by the Planning Director.

Reconsideration

- 6.1 Where an applicant or owner of property subject to a decision made by the Planning Director pursuant to 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 City Clerk and must set out the grounds upon which the applicant considers the requirement or the decision of the Planning Director is inappropriate and what, if any, requirement or decision the applicant considers the Council ought to substitute.
- 6.3 The City Clerk 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 City Clerk 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 Planning Director, amend or set aside all or part of the decision of the Planning Director, 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 his or her agent in writing.
- 7.2 A Heritage Alteration Permit issued by the Planning Director under Section 5.1.4 shall be in the form of Schedule A.
- 7.3 An application under Section 7.1 must be made in the form required by Schedule B.
- 7.4 The procedures set out in Land Use Procedure Bylaw No. ____ for the processing of an application for a Development Permit apply to an application for a Heritage Alteration Permit or an amendment to a Heritage Alteration Permit except as modified by this Bylaw.
- 7.5 An application fee shall be paid to the [Municipality] as set out in Schedule C.
- 7.6 The Planning Director shall forward the application for a Heritage Alteration Permit, or an amendment to a Heritage Alteration Permit, to the Design Advisory Panel for review, upon which a recommendation shall be forwarded to the Planning Director.

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 his or her agent in writing.
- 8.2 An application under Section 8.1 must be made in the form required by 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 The procedures set out in Land Use Procedure Bylaw No. ____ for the processing of an application for a Development Permit apply to an application for a Heritage Revitalization Agreement or an amendment to a Heritage Revitalization Agreement except as modified by this Bylaw. Where a Heritage Revitalization Agreement will vary use or density of use the procedures for amending a zoning bylaw shall apply.
- 8.4 An application fee shall be paid to the [Municipality] as set out in Schedule C.

- 8.5 The Planning Director shall forward the application for a Heritage Revitalization Agreement, or an amendment to a Heritage Revitalization Agreement, to the Heritage Commission for review, upon which, a recommendation shall be forwarded to the Planning Director. The Planning Director must refer to Council every application that affects use or density.

Heritage Designation

- 9.1 The registered owner of real property within the [Municipality] or his or her agent authorized in writing may apply for Heritage Designation protection pursuant to Section 967 of the *Local Government Act*.
- 9.2 Every application for Heritage Designation protection, unless initiated by the [Municipality], shall be submitted in writing to the Planning Director 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 Planning Director must forward the application to Council.

Amendments to the Heritage Register

- 10.1 Requests to add buildings, structures or sites to, or remove buildings, structures or sites from the [Municipality] Heritage Register will be processed in the following manner:
- 10.1.1 written requests by the property owner or the [Municipality] will be reviewed by the Planning and Development Department;
 - 10.1.2 Planning and Development Department staff will compile background information on the subject building, structure or site;
 - 10.1.3 Planning and Development Department staff and the Heritage Commission will evaluate the historical, architectural and contextual value and character of the subject building, structure or site;
 - 10.1.4 Planning and Development Department staff 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 City Clerk 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*.

READ A FIRST TIME this ____ day of _____, 2009.

READ A SECOND TIME this ____ day of _____, 2009.

READ A THIRD TIME this ____ day of _____, 2009.

ADOPTED this ____ day of _____, 2009.

MAYOR

CITY CLERK

HERITAGE ALTERATION PERMIT
NO. _____

- [illegible]

6. Security in the amount of \$ _____ in the form of a letter of credit has been provided to the [Municipality] 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.

7. Bylaw No. _____ is varied or supplemented as follows:

8. Permit No. _____ issued by the [Municipality] on _____ is varied or supplemented as follows:

9. If the alterations authorized by this Heritage Alteration Permit are not commenced by _____ the permit lapses.

10. Issuance of this Heritage Alteration Permit was authorized by resolution of the Council on _____.

City Clerk

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

**HERITAGE ALTERATION PERMIT
APPLICATION**

DEVELOPMENT APPLICATIONS DIVISION

Please submit this completed form to the Zoning counter located at [Municipal] Hall. All materials submitted to the [Municipality] 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 *Freedom of Information and Protection of Privacy Act*]

HERITAGE ALTERATION PERMIT
APPLICATION ATTACHMENTS

DEVELOPMENT APPLICATIONS DIVISION

Contact: Fax

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 [Municipal] 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

The application fee for a:

- (a) Heritage Alteration Permit in respect of a parcel is [_____].
 - (b) Heritage Revitalization Agreement in respect of a parcel is [_____].
-)

SCHEDULE D

**HERITAGE REVITALIZATION AGREEMENT
APPLICATION**

DEVELOPMENT APPLICATIONS DIVISION

Please submit this completed form to the Zoning counter located at [Municipal] Hall. All materials submitted to the [Municipality] 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 *Freedom of Information and Protection of Privacy Act*]

**HERITAGE REVITALIZATION AGREEMENT
APPLICATION ATTACHMENT**

DEVELOPMENT APPLICATIONS DIVISION

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 [Municipal] 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.

CORPORATION OF [INSERT NAME OF MUNICIPALITY]

ORDER

AN ORDER FOR TEMPORARY PROTECTION UNDER SECTION 962 OF THE *LOCAL GOVERNMENT ACT, R.S.B.C. 1996, c. 323*

GIVEN THAT:

1. Council considers that the building and land situate at [insert civic address] on a parcel of land legally described as [insert legal description] (the "Building") is heritage property, being property that in the opinion of Council has sufficient heritage value or heritage character to justify its conservation;
2. Council considers that conservation of the property is necessary and desirable in the public interest;
3. The building and land are listed on the [Municipality's] Heritage Inventory and are referred to as having heritage values in the _____ Conservation Strategy;

THEREFORE Council orders that the Building and Land are subject to temporary protection for a period of 60 days commencing on the date this resolution is passed (that is, commencing on the ____ day of _____, _____ and terminating on the ____ day of _____, _____), and in this Order, "temporary protection" means that, except as authorized by a [Insert name of Municipality] Heritage Alteration Permit, a person must not do any of the following to the building or land:

- (a) alter the exterior of the Building;
- (b) make a structural change of the Building;
- (c) move the building;
- (d) excavate or build on the parcel on which the Building is situate;
- (e) take any action that would damage any of the following fixtures or features: [insert landscape features that the [Municipality] wishes to make subject to this Order].

RESOLUTION PASSED the ____ day of _____, _____.

[The Order may also specify types of alterations that are allowed without obtaining a Heritage Alteration Permit and establish policies regarding the issuance of a Heritage Alteration Permit in relation to the property to the extent the policies are not already included in the Bylaw to Delegate Council's Powers and Establish Application Procedures relating to the Heritage Alteration Permit.]

Heritage Control Period Bylaw ____
A Bylaw to Declare a Heritage Control Period
with Respect to [Insert]

The Council of the [insert name of municipality] enacts as follows:

Title

- 1.1 This Bylaw is cited as "**Heritage Control Period Bylaw No. ____**".

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 [insert,] 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 [municipality], 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 <i>Local Government Act</i> ;
"Heritage Revitalization Agreement"	means an agreement between the [Municipality] and the owner of heritage property under Section 966 of the <i>Local Government Act</i> ;

"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 [Municipality of ____] 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 [Municipality of ____] 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 an alteration to property in the Area where he or she considers the permit would authorize an alteration inconsistent with the heritage protection of the property.
- 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

MAYOR

CORPORATE OFFICER

1. The first part of the paper discusses the importance of the study of the history of the United States. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

2. The second part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

3. The third part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

4. The fourth part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

5. The fifth part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

6. The sixth part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

7. The seventh part of the paper discusses the importance of the study of the history of the United States in the context of the current political and social climate. It is argued that the study of the history of the United States is essential for a full understanding of the country and its people. The paper then discusses the importance of the study of the history of the United States in the context of the current political and social climate.

[Insert name of Municipality]

Bylaw XXXX

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 [insert name of municipality] 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 municipality 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 [Municipality] 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 Royal Bank of Canada 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

Clerk

SCHEDULE A

[INSERT HERITAGE COVENANT]

Template
Bylaw XXXX

Bylaw No. _____, _____

A bylaw to provide for a revitalization tax exemption

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 [Insert name of Municipality] in open meeting assembled enacts as follows:

1. This bylaw may be cited as "Revitalization Tax Exemption Bylaw, No. _____, _____".
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 [Municipality] 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.

READ A FIRST TIME this ____ day of _____, ____.

READ A SECOND TIME this ____ day of _____, ____.

READ A THIRD TIME this ____ day of _____, ____.

NOTICE OF THIS BYLAW has been given in accordance with Section 227 of the *Community Charter* as of _____, ____

DESIGNATED IN FINANCIAL PLAN as of _____, ____

ADOPTED this ____ day of _____, ____.

Mayor

City Clerk

Revitalization Tax Exemption Area
Schedule A

SCHEDULE "B"

Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the _____ day of _____, _____

BETWEEN

("Owner")

AND

[INSERT NAME OF MUNICIPALITY], a municipal corporation under the laws of British Columbia and having an [insert address]

(the "Municipality")

GIVEN THAT

- A. The [Insert name of Municipality] 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 [Municipality]'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 [Municipality] 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 [Municipality] of consideration in the amount of \$10.00 (Ten) Dollars, the receipt and sufficiency of which are acknowledged by the [Municipality], the [Municipality] 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, knowledgeably 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 [Insert Name of Municipality] Revitalization Tax Bylaw No. _____, _____;
- (d) "Lands" means the area shown outlined on Appendix A.

Term

- 2. The Owner and the [Municipality] 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 [Municipality] 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 [Municipality]:
 - (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 [Municipality] 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 [Municipality];
 - (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 [Municipality]

- 9. The [Municipality] 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.

[Municipality]'s Rights and Powers

- 10. Nothing contained or implied in this Agreement prejudices or affects the [Municipality]'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 [Municipality] 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 [Municipality] and this Agreement may only be modified by agreement of the [Municipality] with the Owner, or discharged by the [Municipality] 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 [Municipality], 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 [Municipality] 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 [Municipality] with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the [Municipality] 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 [Municipality] at:

[INSERT NAME OF MUNICIPALITY]

[insert address]

Attention: City Clerk

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 [Municipality].
21. This Agreement shall be construed according to the laws of the Province of British Columbia.
22. A reference in this Agreement to the [Municipality] or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
23. This Agreement is effective from and after the reference date of this Agreement, but only if this Agreement has been executed and delivered by the Owner and executed by the [Municipality].
24. Unless otherwise expressly provided in this Agreement, whenever the [Municipality] is permitted to make or give any opinion, decision, direction, determination, or consent, the [Municipality] 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 [Municipality] 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 [INSERT NAME OF MUNICIPALITY] was affixed by its authorized signatories:

Mayor:

c/s

City Clerk:

Date: _____

Signed, Sealed and Delivered in the presence of:

Name: _____

Address:

NAME OF OWNER

Occupation:

APPENDIX A
THE LANDS

A Resolution Authorizing Heritage Inspection
[PROPERTY ADDRESS]

RESOLUTION PURSUANT TO THE *LOCAL GOVERNMENT ACT* R.S.B.C. 1996 c. 323
SECTION 956

WHEREAS Section 956 of the *Local Government Act*, R.S.B.C. 1996, c. 323 gives Council the authority, for the purpose of assessing the heritage value, heritage character or the need for conservation of real property, to order a heritage inspection of property that is or may be protected heritage property or is identified as heritage property in a community heritage register.

THEREFORE the Council of the [Insert name of municipality] resolves and orders:

1. That the property having a civic address of _____ in the Municipality of _____ and legally described as:

[legal description]

(the "Property")

be the subject of a heritage inspection for the purpose of assessing the heritage value and the need for conservation of the Property.

2. That [Job Title] be authorized to enter the Property on behalf of the [Municipality of _____] and conduct a heritage inspection of the Property.
3. That this order authorizing the heritage inspection shall remain in effect until _____ p.m., _____.
4. That the heritage inspection conducted pursuant to this order be carried out in an expeditious manner.
5. That _____ be instructed to prepare a report following the completion of the inspection and that staff bring their reports forward to Council at the first available opportunity.
6. That [Municipal] staff, as soon as practicable following completion of the heritage inspection, notify the owners of the Property that a heritage inspection has been conducted.
7. That [Municipal] staff, as soon as practicable following completion of the heritage inspection, make a report to the owners of the Property of any alterations made or material removed as part of the heritage inspection.