

# AGENDA ADDENDUM

*REGULAR MEETING OF COUNCIL*

**Monday, October 17, 2016**

**7:00 p.m.**

**Council Chamber, Municipal Hall**

**355 West Queens Road,**

**North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



NORTH VANCOUVER  
DISTRICT

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## REGULAR MEETING OF COUNCIL

7:00 p.m.  
Monday, October 17, 2016  
Council Chamber, Municipal Hall  
355 West Queens Road, North Vancouver

### AGENDA ADDENDUM

THE FOLLOWING LATE ITEMS ARE ADDED TO THE PUBLISHED AGENDA

#### 9. REPORTS FROM COUNCIL OR STAFF

- 9.2. **Bylaw 8187: Heritage Revitalization Agreement Bylaw 8187**  
**Bylaw 8188: Heritage Designation Bylaw 8188**  
**[114 West Windsor Road (Green Gables)]**  
File No. 08.3060.20/032.16

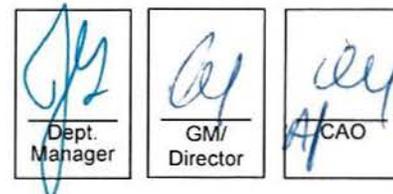
*Recommendation:*

THAT “Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables” is ADOPTED;

AND THAT “Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)” is ADOPTED.

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Oct. 17, 16</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

October 14, 2016  
File: 08.3060.20/032.16

**AUTHOR:** Linda Brick, Deputy Municipal Clerk

**SUBJECT:** **Bylaw 8187: Heritage Revitalization Authorization Agreement Bylaw 8187**  
**Bylaw 8188: Heritage Designation Bylaw 8188**  
**[114 West Windsor Road (Green Gables)]**

**RECOMMENDATION:**

THAT "Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables" is ADOPTED;

AND THAT "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)" is ADOPTED.

**BACKGROUND:**

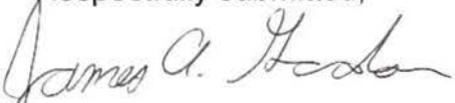
Bylaws 8187 and 8188 received First Reading on July 26, 2016 followed by a Public Hearing on September 13, 2016. Bylaw 8187 received Second and Third Readings on September 19, 2016 and Bylaw 8188 received Second Reading as amended and Third Reading on September 19, 2016. The bylaws are now ready to be considered for Adoption by Council.

Following Adoption, the Heritage Revitalization Authorization Agreement will need to be approved by the Minister of Transportation.

**OPTIONS:**

1. Adopt the bylaws;
2. Abandon the bylaws at Third Reading; or,
3. Rescind Third Reading and debate possible amendments to the bylaws.

Respectfully submitted,

*for*   
Linda Brick  
Deputy Municipal Clerk

**SUBJECT: Bylaw 8187: Heritage Revitalization Agreement Bylaw 8187  
Bylaw 8188: Heritage Designation Bylaw 8188  
[114 West Windsor Road (Green Gables)]**

October 14, 2016

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**Attachments:**

- Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables
- Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)
- Staff Report – September 14, 2016

<b>REVIEWED WITH:</b>		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Utilities _____	<input type="checkbox"/> Finance _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Engineering Operations _____	<input type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input type="checkbox"/> Parks _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> Recreation Com. _____
<input type="checkbox"/> Environment _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Facilities _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Human Resources _____		

## The Corporation of the District of North Vancouver

### Bylaw 8187

A bylaw to enter into a heritage revitalization agreement pursuant to section 610 of the *Local Government Act* (RSBC 1996, c.323)

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The Council for the Corporation of the District of North Vancouver enacts as follows:

#### Citation

1. This bylaw may be cited as "**Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables**".

#### Heritage Revitalization Agreement

2. The Council of the District of North Vancouver is authorized to enter into a Heritage Revitalization Agreement substantially in the form of the agreement attached to this Bylaw (the "Heritage Revitalization Agreement") with the owner of the property and building located at 114 West Windsor Road and legally described as PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611.

#### Execution of Agreement

3. The Mayor and Municipal Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement substantially in the form attached as Schedule A and titled "Heritage Revitalization Agreement – Green Gables" and forming part of this Bylaw.

#### Delegation

4. Wherever in the Heritage Revitalization Agreement a heritage alteration permit is required, the discretion to approve, refuse or issue such permit is delegated by the District to the General Manager - Planning, Properties & Bylaws (the "GM") and:
  - (a) such exercise of discretion relating to the issuance of the heritage alteration permit shall be made by the GM acting reasonably in accordance with sound municipal heritage and conservation practice;
  - (b) such exercise of discretion, including any terms and conditions imposed, shall be consistent with the *Local Government Act*, and with the intent of preserving the heritage character and heritage value of Green Gables and its setting; and
  - (c) the GM may refer any exercise of discretion to the District of North Vancouver Community Heritage Committee for advice.

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**PUBLIC HEARING** held the 13<sup>th</sup> day of September, 2016.

**READ** a second time the 19<sup>th</sup> day of September, 2016.

**READ** a third time the 19<sup>th</sup> day of September, 2016.

**ADOPTED** the \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**HERITAGE REVITALIZATION AGREEMENT**

**GREEN GABLES**

This Agreement made the \_\_\_ day of \_\_\_\_\_, 2016,

BETWEEN:

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West  
Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered Owner in fee simple of the following lands and premises at 114 West Windsor Road in the District of North Vancouver, British Columbia and legally described as:
- PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026  
Plan 2954 and
- PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026  
Plan 5611
- (together, the "Lands");
- B. The District and the Owner consider that these Lands, including the house ("Green Gables") and the landscaping, have heritage value which should be protected and preserved;
- C. Section 610 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property allowing variations of, and supplements to, the provisions of a zoning bylaw, subdivision bylaw, development permit and heritage alteration permit;
- D. For the purpose of conserving the heritage value of Green Gables, the Owner and the District have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage character and heritage value of this heritage building;

- E. The heritage character of Green Gables which both the Owner and the District desire to conserve and which constitute the heritage value of the Lands have been described by text and photographs attached as Schedule "A" to this Agreement;

In consideration of the mutual promises of the parties and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Owner and the District covenant and agree pursuant to Section 966 of the *Local Government Act* as follows:

#### Interpretation

1. In this Agreement:
  - (a) "Approving Officer" means the approving officer for the District appointed under the *Land Title Act*;
  - (b) "Chief Building Official" means the District' chief building official or his or her designate;
  - (c) "GM" means the District's General Manager - Planning, Properties & Bylaws;
  - (d) "Report" means the Conservation Plan prepared by Donald Luxton and Associates Inc. dated \_\_\_\_\_, 2016 a copy of which is attached hereto as Schedule "A";
  - (e) "Green Gables" has the meaning given to it in Recital B; and
  - (f) "Lots" means Lots 1 to 4 as shown on the plan attached as Schedule "B" and "Lot" means any one of them;
  - (g) "Natural Grade" has the meaning given to it in the Zoning Bylaw;
  - (h) "Protected Trees" has the meaning given to it in section 5(g);
  - (i) "Zoning *Bylaw*" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as amended, consolidated, re-enacted or replaced from time to time.

#### Heritage Revitalization

2. The parties agree that the Lands have heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of Green Gables in accordance with this Agreement.
3. The Owner covenants and agrees that the Lands may not be subdivided, used or developed except as specifically set out in this Agreement.
4. The parties agree that notwithstanding the provisions of District bylaw requirements related to the zoning applicable to the Lands, the Lands may be used and developed in the following manner:
  - (a) the Lands may be subdivided to create the Lots as shown on the draft subdivision plan attached hereto as Schedule "B" (the "Proposed Subdivision");

- (b) Green Gables may be relocated on Lot 4 strictly in accordance with the site plan attached as Schedule "C" and with the plans and specifications attached as schedule "D"; and
- (c) a house may be construct on Lot 3 within the building envelope outlined on the site plan attached as Schedule "C"

all in accordance with the terms, limitations and conditions of this Agreement.

5. The Owner covenants and agrees that:

- (a) Green Gables after said relocation must not exceed a total Floor Area of 2596 square feet or a height of 30 feet 2 inches above the Natural Grade;
- (b) no detached garages or other accessory buildings or structures are permitted on any of the Lots.
- (c) no house may be construct on Lot 1 or Lot 2 unless the house strictly complies with the RSNQ zoning designation under the Zoning Bylaw and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (d) no house may be construct on Lot 3 unless the house strictly complies with all requirements under the RSNQ zoning designation in the Zoning Bylaw (except to the extent set out in subsection 4(c) herein), and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (e) the houses on Lots 1, 2 and 3 will meet or exceed EnerGuide 80 said requirements to be secured with a section 219 covenant in form and content acceptable to the municipal solicitor with said covenant to be fully registered at the Land Title Office against the titles to Lots 1, 2 and 3 in favour of the District in priority to all financial charges;
- (f) to install and maintain landscaping and permeable driveways on the Lots in accordance with the landscape and driveway plan to be prepared by the Owner's landscape architect and approved by the District under subsection 10(b) herein, and
- (g) to retain and protect all of the trees identified on the plan attached as Schedule "E" (the "Protected Trees").

6. None of the Lots may be separately sold or otherwise transferred until after Green Gables has been relocated to Lot 4 in compliance with this Agreement and to the satisfaction of the GM. After Green Gables has been relocated to Lot 4 in compliance with this Agreement to the satisfaction of the GM, Lot 1 and Lot 2 may be separately sold, but Lot 3 and Lot 4 may not be separately sold or otherwise transferred until after occupancy permits have been issued by the District for houses on both Lots and until landscaping and the permeable driveway required pursuant to section 5(e) have been installed to the District's satisfaction.

7. The Owner further covenants and agrees that Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 3 unless and until an occupancy permit has been issued by the District for Green Gables on Lot 4.
8. The Owner expressly acknowledges and agrees that it is a condition of entering into this Agreement that prior to the Approving Officer's approval of the Proposed Subdivision, the Owner's solicitor will have provided to the District his or her written professional undertaking to deposit the Proposed Subdivision plan only as an all or nothing package with any charges required by the Approving Officer, including without limitation:
  - (a) the section 219 covenant referred to in section 5(e), which must be registered against title to Lots 1, 2 and 3;
  - (b) a separate section 219 covenant and rent charge against title to Lot 4 to secure the Owner's maintenance obligations in relation to Green Gables, and requiring that the landscaping and driveway improvements required pursuant to subsection 5(f) must be retained and maintained in perpetuity in accordance with the terms and conditions set out in said of such covenant, which said covenant must be registered in favour of the District in priority to all financial charges covenant;
  - (c) a section 219 covenant stipulating that there must not be any secondary suite (including in the form of a coach house) constructed, installed, used or occupied on any of the Lots, which said covenant must be registered against each of the Lots in favour of the District in priority to all financial charges;
  - (d) a section 219 tree preservation covenant for the protection and preservation of the Protected Trees, which said covenant must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges; and
  - (e) a section 219 design approval covenant which said must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges.

All said covenants must be in a form acceptable to the Municipal Solicitor.

9. Without limiting any other provision herein, the Owner agrees that:
  - (a) all driveway paving on the Lots must be of permeable construction; and
  - (b) the exterior cladding and colour scheme for all improvements on the Lots must complement the heritage character of Green Gables, must comply with all applicable requirements set out in the report attached as Schedule A, and must be approved by the GM in advance, with future colour changes to be similarly approved.
10. The Owner further covenants and agrees that Lot 1, Lot 2 and Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 1, Lot 2 or Lot 3 unless and until the Owner has:

- (a) prepared and submitted to the District a maintenance plan acceptable to the GM for future maintenance of Green Gables; and
  - (b) delivered to the District a detailed landscape and driveway plan and boulevard planting plan for the Lots, prepared by a professional landscape architect retained by the Owner, which said plans must create a setting to complement the heritage character of Green Gables to the satisfaction of the GM in his or her sole discretion (the "Landscaping and Site Plan").
11. Notwithstanding any other term of this Agreement, prior to commencing any development work on the Lots (including removal of any trees), the Owner must obtain all necessary permits and approvals from the District.
  12. The Owner agrees to maintain Green Gables to such a standard which, in the opinion of the GM, retains the heritage character and heritage value of the building and site.
  13. The Owner specifically acknowledges and agrees that any alterations and improvements to the exterior of Green Gables will require a heritage alteration permit issued by the District.
  14. The parties agree that the exterior of Green Gables shall be designated as protected heritage property pursuant to section 611 of the *Local Government Act*.

#### Heritage Alteration Permits

15. In accordance with the terms and conditions of this Agreement, the Owner shall not alter in any way the exterior of Green Gables except as permitted by a Heritage Alteration Permit issued by the District.

#### Construction and Maintenance of Works

16. Wherever in this Agreement the Owner is issued a heritage alteration permit to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of Green Gables, 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 the heritage alteration permit 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.

#### Damage or Destruction

17. Subject to section 18, in the event that Green Gables is damaged, the parties agree that the Owner must repair the building, in which event the Owner shall forthwith commence the repair work and complete the same within one year of the date of damage.
18. In the event that Green Gables is accidentally damaged or destroyed to the extent of 75% or more of its value above its foundations, as determined by the Chief Building Official, the terms of this Agreement which relate to Green Gables shall cease to be of any effect and thereafter all use and occupation of Lands shall be in accordance with the District Zoning Bylaw No. 3210, as amended, and in accordance with all other bylaws or

regulations of the District or any other laws of any other authority having jurisdiction; provided that as a limitation on said use the maximum floor area for any replacement house on Lot 1 shall not exceed 223.2 m<sup>2</sup>.

#### Breach

19. In the event that the Owner is in breach of a material term of this Agreement, the District may give the Owner notice in writing of the breach and the Owner shall ensure it does nothing to further the breach and shall remedy the breach within 30 days of receipt of the notice.

#### Amendment

20. The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
- (a) by bylaw with the consent of the parties provided that a public hearing shall be held if an amendment would permit a change to use or density of use on the Lands; or
  - (b) by Heritage Alteration Permit issued pursuant to section 972 of the *Local Government Act*.

#### Representations

21. It is mutually understood and agreed that the District has made no representations, covenants, warranties, promises or agreements, express or implied, other than those contained in this Agreement.

#### Statutory Functions

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

#### No Liability to District

23. In no case shall the District be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatever, however 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 whatever, however 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, or in any way related to, the entering into of this Agreement, compliance with the conditions, restrictions and requirements in this

Agreement, the Proposed Subdivision, wrongful or negligent failure or omission to comply with the conditions, restrictions and requirements herein, or from the enforcement or non-enforcement of any restrictions or requirements herein or with any other term condition or provision of this Agreement.

#### Indemnity

24. The Owner shall at all times indemnify and save harmless the District of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suites of any nature whatsoever by whomsoever brought for which the District shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, or 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.

#### Damages

25. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the building, structure, improvement on or feature of the Lands having *heritage value* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the District in its sole discretion.

#### Specific Performance

26. The Owner agrees that the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in preserving the heritage value and character of the Green Gables.

#### No Waiver

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

#### Compliance with Laws

28. Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the District 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 days' written notice to the District 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.

#### Agreement's Relevance to Subdivision Approval

29. The Owner agrees that the Approving Officer is, with respect to any preliminary or final application for approval of the Proposed Subdivision, entitled (but not required) to consider whether the Proposed Subdivision complies with the applicable requirements under this Agreement or whether the requirements of this Agreement have been complied with and to reject the application if any of those requirements have not, in the opinion of the Approving Officer, been complied with. Nothing in this Agreement commits the Approving Officer to approve any Proposed Subdivision plan.

#### Rights are Permissive Only

30. The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District to the Owner or anyone else, and nothing in this Agreement obliges the District to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

#### Notice Binding

31. The Owner will file against the Lands notice in the Land Title Office in accordance with section 610 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the Lands or any part thereof.

#### Notice

32. 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:

To the District:

District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

Attention: Municipal Clerk

If to the Owner:

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 part for the giving of notices.

#### Inspection

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

#### Severance

34. If any part of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion is to be severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

#### Headings

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

#### Successors Bound

36. 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.
37. The District will file a notice in the Land Title Office in accordance with section 966 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the land affected by this Agreement.

#### Other Documents

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

*The remainder of this page is intentionally left blank*

No Partnership or Agency

39. The parties agree that nothing contained in this Agreement creates a partnership, joint venture or agency relationship between the parties.

The Owner and the District have executed this Agreement as of the date first above written.

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

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

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

\_\_\_\_\_ )

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

\_\_\_\_\_

Signed by the duly authorized )  
signatories of The )  
Corporation of the District of )  
North Vancouver: )

\_\_\_\_\_ )

Richard Walton, Mayor )

\_\_\_\_\_ )

James Gordon, Clerk )

**Schedule "A"  
Conservation Plan**



# GREEN GABLES

114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER, BC

## CONSERVATION PLAN

AUGUST 2016

DONALD LUXTON  
AND ASSOCIATES INC 

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## 1.0 INTRODUCTION

**HISTORIC NAME:** Green Gables  
**CURRENT ADDRESS:** 114 West Windsor Road  
**ORIGINAL RESIDENTS:** Robert Gibson  
**ARCHITECT:** James C. Mackenzie  
**CONSTRUCTION DATE:** 1915

Green Gables is a well-preserved heritage resource located within the District of North Vancouver. In September 2015 Donald Luxton & Associates was retained to conduct a heritage inspection for the historic house on the property.

The proposed conservation strategy for Green Gables involves the preservation of its exterior features and character-defining elements while relocating the historic house to the south, within the property lines, to allow for an infill addition at the rear of the property.

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



## 2.0 HISTORIC CONTEXT

### HISTORIC CONTEXT: DISTRICT OF NORTH VANCOUVER

The District of North Vancouver was incorporated in 1891 and originally included all three separate municipalities of the North Shore. The City of North Vancouver, comprising the urban core close to Burrard Inlet, officially formed in 1907, while West Vancouver seceded from the District in 1912. In the midst of these administrative transitions, the North Shore was booming with development, due to the economic expansion occurring throughout the Lower Mainland during the Edwardian era. Suburban residential areas, including those in North Vancouver, developed into bedroom communities for employees of the thriving industries and commercial enterprises of the early twentieth century.

Connected by ferry service, and later bridges, to Downtown Vancouver, the District of North Vancouver became a preferred address for those seeking a quiet residential life, away from the polluting effects of industries closer to the shore. The Upper Lonsdale neighbourhood, located just north of the boundary between the City and District of North Vancouver, was developing as a high-quality suburb in the early 1910s, as the Lonsdale Avenue streetcar gradually reached the area; the streetcar made it to Windsor Road in 1912. The construction of the Gibson Residence in 1915 was made possible by this ready access to the remainder of the Lower Mainland.

This beautifully detailed and stately home was built for the Gibson family; Robert Gibson was a printer with the *News-Advertiser*. The ornate Ionic and Doric columns associate the house with the Colonial Revival. A distinctive profile is provided by the tall chimneys, the hip-on-gable ('jerkin') roofs, and the bellcast detailing of the porches. By 1935 the house had been acquired by the Butterworth family, who maintained stables on the property. Janet Gibson, daughter of the first owners, moved next door to 108 West Windsor Road at that time.

### ORIGINAL ARCHITECT: JAMES CLARK MACKENZIE (1877-1941)

From: *Building the West: The Early Architects of British Columbia*

James C. Mackenzie was born on November 6, 1877 in West Kilbride, Ayrshire, Scotland. He was educated at Ardrossan Academy, Ayr Academy and Glasgow High School, and in 1897, started a five-year apprenticeship in Alexander Nisbet Paterson's office, Glasgow. Paterson, described as a "fastidious, comfortably off, and retiring architect, whose best work is too little known," had studied at the *Atelier Pascal*, and later worked for Aston Webb. After Mackenzie completed his services with Paterson, he went to Italy in 1902 for four months, and then practised in Dumfries for two years. Seeking new opportunities, James followed his older brother, William, to Prince Rupert, where one of their aunts lived. By 1908 he moved to Vancouver, where he entered the office of fellow Scot, William Bow. Mackenzie commenced his own practice in 1909, and worked mostly on residential projects in the Shaughnessy Heights subdivision. He also received the commission for the new West Vancouver Municipal Hall. The *Vancouver Daily Province*, June 1, 1912, reported "the contract was awarded this week for the municipal hall... It has been designed to conform to the general style of suburban architecture. The whole building will be heated by hot air." In 1912 Mackenzie married Amy Crabtree, an English probationary nurse, and the following year he designed an elegant Craftsman-inspired home in the North Lonsdale area of North Vancouver for his new family, which included three children by 1917. From 1913-15 he worked in partnership with A.





Lonsdale Avenue with streetcar service that stretched up the hill toward the District of North Vancouver, circa 1908, (CVA Out P1221)



Detail: Upper Lonsdale from Carabrooke Park, looking south, 1916, (CVA PAN N173)

## HISTORIC CONTEXT

Scott Ker. Their largest commission was a grand home in Shaughnessy Heights for Frank L. Buckley, Iowa, on Osler Avenue, 1913-14. As work dried up during the First World War, Mackenzie moved his office to his home. Although times were lean, he designed at least one large residence, for Robert Gibson in the North Lonsdale area, 1915, and published an extensive catalogue of house plans, of which his own house was No. 514. After the war he was associated with the Architects Small House Service Bureau (B.C.), which offered a large selection of home plans for thirty dollars each. Mackenzie was also known as a designer of teapots depicting Haida designs, which were made in Japan and were very popular there. By 1920 Mackenzie had gone into partnership with William Bow, whose daughter remembers Mackenzie's wife as a large, imposing woman, who would drop their three children off at the office when she wanted to go shopping, creating endless disruption. The partnership terminated in 1923, and Mackenzie again practised on his own. He died on May 21, 1941 at age sixty-three.

## GREEN GABLES

*From the 1993 District of North Vancouver Heritage Inventory:*

This beautifully detailed and stately home was built for the Gibson family; Robert Gibson was a printer with the News-Advertiser. The ornate Ionic columns and large porch on the eastern side associate the house with the Colonial Revival. A distinctive profile is provided by the tall chimneys, the hip-on-gable ('jerkin') roofs, and the bellcast detailing of the porches. By 1935 the house had been acquired by the Butterworth family, who maintained stables on the property. Janet Gibson, daughter of the first owners, moved next door to 108 West Windsor Road at that time.



## 3.0 STATEMENT OF SIGNIFICANCE

### GREEN GABLES, 114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER, BC

#### Description of Historic Place

Green Gables is a grand, one and one-half storey plus basement, wood-frame house, located at 114 West Windsor Road in the Upper Lonsdale neighbourhood of the District of North Vancouver. It displays features of the Colonial Revival style, and is distinguished by its jerkin-headed roofline, porches with bellcast roofs and Ionic and Doric porch columns.

#### Heritage Value of Historic Place

Constructed in 1915, Green Gables is valued for its connection with the early twentieth-century growth and development of North Vancouver, and for its sophisticated architecture as designed by James Clark Mackenzie.

Green Gables represents the intense, speculative development that occurred across the Lower Mainland during the Edwardian-era boom period. After regular ferry service was established in 1903 and North Vancouver was incorporated in 1907, the area experienced a period of unprecedented growth and prosperity. This construction boom accelerated until a general financial depression in 1913 halted this ambitious suburban development. Green Gables was constructed at the twilight of the construction boom and was originally owned by Robert Gibson, a printer with the *News-Advertiser*. This grand house demonstrates the social, cultural, and aesthetic values of successful local businessmen and women of the early twentieth century, including the appreciation of architectural elegance, impressive interior spaces, leisure and recreation, and scenic views.

The ornate classical columns and detailing associate the house with the Colonial Revival style, reflecting the widespread acceptance of neoclassicism in the early twentieth century. A distinctive profile is provided by the tall chimneys, the jerkin-headed roofs, and the bellcast detailing of the porches. It

is a superior example of the work of local architect, James Clark Mackenzie, who lived in Upper Lonsdale, and designed many of the grand homes in the area. Green Gables is also unusual for its date of wartime construction, and was built at a time when domestic construction was generally curtailed.

#### Character-Defining Elements

The character-defining elements of Green Gables include its:

- location along West Windsor Road in the Upper Lonsdale neighbourhood of North Vancouver;
- continuous residential use since 1915;
- residential form, scale and massing as expressed by its one and one-half storey plus basement height, jerkin-headed cross-gabled roof structure with returned eaves, shed roof dormers, and swept porch roofs;
- wood frame and masonry construction, featuring original wood lapped siding and detailing, and granite foundation with soldier coursed brick facing along the foundation on the front façade;
- Colonial Revival style architecture, featuring second-storey overhang of the west, side-gabled wing wood moulding and dentil coursing across all elevations, wood window boxes on the front façade with solid scroll-cut brackets, fixed shutters on the front façade, square wood pilaster mullions dividing the tripartite window assembly on the west side of the front façade, with wooden keystone detail in the lintel; column-facing at each corner of the shed roof dormer of the front façade, projecting wood sills across all elevations; vented louvres; projecting front entryway, set close to grade, comprised of original ornate wood columns with Ionic capitals, detailed scroll-cut wood brackets, and tongue-and-groove wood soffit; and partially enclosed side porch on the east elevation, comprised of simple wood columns with Doric capitals, wood porch beams, and tongue-and-groove wood soffit and decking.

## STATEMENT OF SIGNIFICANCE

- variety of original wood window assemblies, including single, bipartite and tripartite 6-over-1 true-divided double-hung windows with wood horns; a tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window with ornamented wood mullions with wood horns; fixed true-divided multi-lite windows; multi-partite true-divided multi-lite casement windows; and fixed leaded glass windows;
- original exterior wood doors, including front door with inset panels and mail slot; wide side entry door on the east elevation with inset panel and true-divided multi-lite window, flanked by twin true-divided multi-lite sidelites with wood bases and inset panels to match the door; and rear double-door assembly with large multi-lite fields of true-divided glass; and
- one external chimney, which intersects the roofline, and two internal brick chimneys of notable height; and
- overall layout of interior spaces, with an open, L-shaped central staircase with wood balustrade, curving banister, bullnosed starting step with spiraled banister around the starting newel post, and panelled window bench on landing; hardwood floors, woodwork, fireplaces and stained glass panels.



6

GREEN GABLES: 114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER, BC  
CONSERVATION PLAN | AUGUST 2016

## 4.0 CONSERVATION GUIDELINES

### 4.1 STANDARDS & GUIDELINES

Green Gables is a significant historical resource in the District of North Vancouver. The Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada* is the source used to assess the appropriate level of conservation and intervention. Under the *Standards & Guidelines*, the work proposed for Green Gables includes aspects of preservation, rehabilitation and restoration.

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

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

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

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

### STANDARDS

#### Standards relating to all Conservation Projects

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

## CONSERVATION GUIDELINES

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

### Additional Standards relating to Rehabilitation

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

### Additional Standards relating to Restoration

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

## 4.2 CONSERVATION REFERENCES

The proposed work entails the preservation, restoration, and rehabilitation of the exterior of Green Gables. The following conservation resources should be referred to:

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

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

### National Park Service, Technical Preservation Services. Preservation Briefs:

*Preservation Brief 4: Roofing for Historic Buildings.*

<http://www.nps.gov/tps/how-to-preserve/briefs/4-roofing.htm>

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

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

*Preservation Brief 9: The Repair of Historic Wooden Windows.*

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

*Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.*

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

*Preservation Brief 14: New Exterior Additions to Historic Buildings: Preservation Concerns.*

<http://www.nps.gov/tps/how-to-preserve/briefs/14-exterior-additions.htm>

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

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



*Preservation Brief 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing*

<http://www.nps.gov/tps/how-to-preserve/briefs/37-lead-paint-hazards.htm>

*Preservation Brief 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings*

<http://www.nps.gov/tps/how-to-preserve/briefs/39-control-unwanted-moisture.htm>

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

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

*Preservation Brief 45: Preserving Historic Wooden Porches*

<http://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>

*Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings*

<http://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exterior.htm>

#### 4.3 GENERAL CONSERVATION STRATEGY

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

All new visible construction will be considered a modern addition to the historic structure. The *Standards & Guidelines* list recommendations for new additions to historic places. The proposed design scheme should follow these principles:

- Designing a new addition in a manner that draws a clear distinction between what is historic and what is new.
- Design for the new work may be contemporary or may reference design motifs from the historic place. In either case, it should be compatible in terms of mass, materials, relationship of solids to voids, and colour, yet be distinguishable from the historic place.
- The new additions should be physically and visually compatible with, subordinate to and distinguishable from the preserved historic façade.

An addition should be subordinate to the historic place. This is best understood to mean that the addition must not detract from the historic place or impair its heritage value. Subordination is not a question of size, a small, ill-conceived addition could adversely affect an historic place more than a large, well-designed addition.

Additions or new construction should be visually compatible with, yet distinguishable from, the historic place. To accomplish this, an appropriate balance must be struck between mere imitation of the existing form and pointed contrast, thus complementing the historic place in a manner that respects its heritage value.

### Relocation of Historic Building

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

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

### 4.4 SUSTAINABILITY STRATEGY

Heritage conservation and sustainable development can go hand in hand with the mutual effort of all stakeholders. In a practical context, the conservation and re-use of historic and existing structures contributes to environmental sustainability by reducing solid waste disposal, saving embodied energy, and conserving historic materials that are often less consumptive of energy than many new replacement materials.

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

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

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

*These guidelines are primarily aimed at assisting designers, owners, and builders in providing existing buildings with increased levels of sustainability while protecting character-defining elements and, thus, their heritage value. The guidelines are also intended for a broader audience of architects, building developers, owners,*

*custodians and managers, contractors, crafts and trades people, energy advisers and sustainability specialists, engineers, heritage professionals, and officials responsible for built heritage and the existing built environment at all jurisdictional levels.*

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

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

## 4.5 ALTERNATE COMPLIANCE

As a listed building on the Municipal Heritage Register, Green Gables may be eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following municipal legislation:

### 4.5.1 BRITISH COLUMBIA BUILDING CODE

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

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

### 4.5.2 ENERGY EFFICIENCY ACT

The provincial Energy Efficiency Act (Energy Efficiency Standards Regulation) was amended in 2009 to exempt buildings protected through heritage designation or listed on a community heritage register from compliance with the regulations. Energy Efficiency standards therefore do not apply to windows, glazing products, door slabs or products



## CONSERVATION GUIDELINES

installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

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

### 4.5.3 HOMEOWNER PROTECTION ACT

The Homeowner Protection Act was implemented in 1998 as a means to strengthen consumer protection for the purchase of new homes. The act was passed following a commission of enquiry into the leaky condo crisis, and was intended on protecting homeowners by ensuring home warranty insurance was provided on new construction, covering two years on labour and materials, five years on the building envelope and 10 years on the structure of the home. As the Act was intended to regulate new construction, considerations were not taken of buildings that have remained in sound condition for a many number of years that already far exceeded what the HPA requires for a warranty on a new home. The act did not take into consideration the protection of heritage projects, and consequently resulted in the loss of significant heritage fabric through the requirement of new windows and rainscreen wall assemblies on residential heritage rehabilitation projects. An example being the requirement to remove original wooden siding

that has successfully protected the building for 100 years, and replace it with a rainscreen assembly that is only warranted for five years. Not only was valuable heritage fabric lost, but new materials will likely not last nearly as long as the original.

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

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

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



#### 4.6 SITE PROTECTION & STABILIZATION

It is the responsibility of the owner to ensure the heritage resource is protected from damage at all times. At any time that the building is left vacant, it should be secured against unauthorized access or damage through the use of appropriate fencing and security measures. Additional measures to be taken include:

- Are smoke and fire detectors in working order?
- Are wall openings boarded up and exterior doors securely fastened once the building is vacant?
- Have the following been removed from the interior: trash, hazardous materials such as inflammable liquids, poisons, and paints and canned goods that could freeze and burst?

The façade should be protected from movement and other damage at all times during demolition, excavation and construction work. Install monitoring devices to document and assess cracks and possible settlement of the masonry façade.



## 5.0 CONSERVATION RECOMMENDATIONS

An initial condition review of Green Gables was carried out during a site visit in September 2015. The recommendations for the preservation and rehabilitation of the historic façades are based on the site review, material samples and archival documents that provide valuable information about the original appearance of the historic building.

The following chapter describes the materials, physical condition and recommended conservation strategy for Green Gables based on Parks Canada *Standards & Guidelines for the Conservation of Historic Places in Canada*.

### 5.1 SITE

Green Gables sits across two mid-block lots at 114 West Windsor Road in the District of North Vancouver. Several mature trees and plantings obscuring views of the house on all sides. All heritage resources within the site should be protected from damage or destruction at all times. Reference **Section 4.6: Site Protection** for further information.

#### **Conservation Strategy: Relocation**

- Relocate the heritage house to the south, within the property lines.
- Retain the main frontage on West Windsor Road.

### 5.2 FORM, SCALE & MASSING

The overall form, scale and massing of the two-storey house has not been significantly altered. At some point in time the northern portion of the porch on the east elevation was enclosed.

#### **Conservation Strategy: Preservation**

- Preserve the overall form, scale and massing of the building.

### 5.3 FOUNDATIONS

The existing foundation was not reviewed in detail, but it was noted that it consists of granite stone foundation, with red brick masonry units laid in soldier course directly above the stone foundation as it transitions to the exterior wood siding.

The existing foundation will be rehabilitated as part of the façade retention, including necessary seismic reinforcements. Careful attention should be executed to ensure the exterior walls above grade, particularly the front façade, are not damaged during rehabilitation work.

#### **Conservation Strategy: Reconstruction**

- New foundation is proposed after the relocation of the heritage house to the south, within property lines.
- Concrete is a suitable material for new construction.
- Foundations should be reviewed by a Structural Engineer. Once condition is assessed, conservation recommendations can be finalized.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade by a course of gravel or decorative stones, which help prevent splash back and assist drainage. New vegetation may assist in concealing the newly exposed foundations, if desired.



CONSERVATION RECOMMENDATIONS



*Primary façade, Green Gables*



*Secondary basement entrance.*



*Southwest corner of Green Gables. Note brickwork below exterior wood siding along foundation wall.*



*Detail photo showing existing condition of foundation wall.*



## CONSERVATION RECOMMENDATIONS

### 5.4 EXTERIOR WOOD-FRAME WALLS

Green Gables is characterized by traditional wood-frame construction with dimensional lumber. Wood frame construction is one of the most affordable housing construction methods that utilized old growth lumber in the past. The framing type and condition could not be determined during the initial review. Further review is required to confirm that the existing conditions do not have structural implications.

Green Gables also features original wood lap siding. Overall, the wood lap siding is in good condition with minor evidence of deterioration in localized areas that may require minor repairs. The paint is peeling from the wood lap siding in multiple locations.

#### Conservation Strategy: Preservation

- Due to the integrity of wood frame structure, the exterior walls should be preserved through retention and in-situ repair work.
- Preserve the original wood-frame structure of the historic building.
- Preserve original siding on all elevations, if possible, and clean surface for repainting.
- Replace damaged siding to match existing in material, size, profile and thickness.
- Design structural or seismic upgrades so as to minimize the impact to the character-defining elements.
- Utilize Alternate Compliance Methods outlined in the VBBL for fire and spatial separations including installation of sprinklers where possible.



Primary façade, Green Gables



- Cleaning procedures should be undertaken with non-destructive methods. Areas with biological growth should be cleaned using a soft, natural bristle brush, without water, to remove dirt and other material. If a more intense cleaning is required, this can be accomplished with warm water, mild detergent (such as Simple Green®) and a soft bristle brush. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.

#### 5.4.1 OTHER WOOD ELEMENTS

The exterior walls of Green Gables feature a number of original wood elements that contribute to the historic character of the heritage property. This includes wood moulding and dentil coursing across all elevations; wood window boxes on the front façade with solid scroll cut brackets; fixed shutters on the front façade; square wood pilaster mullions dividing the tripartite window assembly on the west side of the front façade, with wooden keystone detail in the lintel; column-facing at each corner of the shed roof dormer of the front façade; projecting wood sills across all elevations; and vented louvres.

Other than the window boxes, which are generally in poor condition, the original wood elements are in good condition, and should be preserved and repaired, as necessary.

#### Conservation Strategy: Restoration

- All exterior wood features should be assessed to determine their full condition.
- Preserve all original woodwork and detailing on the historic house.

- Replace in-kind missing or deteriorated parts of exterior woodwork where there are surviving original elements. New replica wooden elements should match in-kind the old in form and detailing.
- Paint exposed woodwork in historically appropriate colour.

## 5.5 FRONT PORTICO & PORCHES

### 5.5.1 FRONT PORTICO

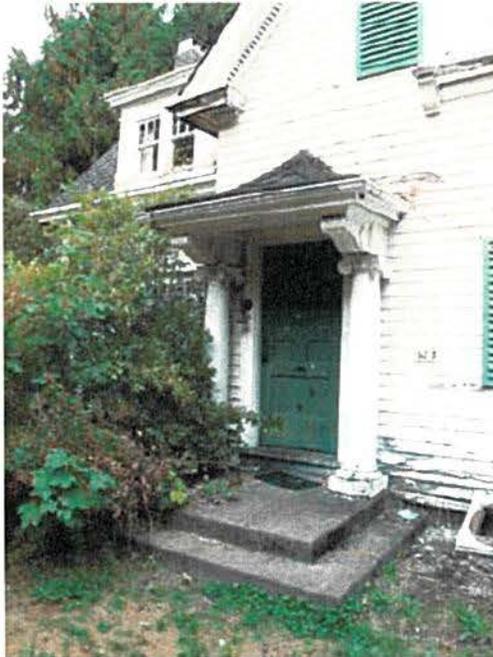
Green Gables features a hip-roof front portico that is characterized by original ornate wood columns with Romanesque Ionic capitals, detailed scroll cut wood brackets, and tongue-and-groove wood soffit.

The columns are generally in good condition, but are not attached to the brackets above. The scroll cut brackets were briefly reviewed visually and appear to be in good condition. The paint on the tongue-and-groove soffit is peeling, but the wood is in good condition.

#### Conservation Strategy: Preservation & Restoration

- Preserve the original hip-roof front portico in its existing configuration.
- Preserve the original wood detailing of the front portico, and repair as necessary.
- Replace in-kind missing or deteriorated parts to match existing condition. New replica should match in-kind the old in form and detailing and should be constructed out of a visually and physically compatible material to the historic originals.
- Paint exposed woodwork in historically appropriate colour.

## CONSERVATION RECOMMENDATIONS



*Projecting front entryway*



*Existing condition of side porch*

### 5.5.2 SIDE PORCH

Green Gables features a partially-enclosed porch later addition on the east elevation. The side porch is characterized by simple wood columns with Romanesque Doric capitals; wood porch beams, and tongue-and-groove wood soffit and decking.

At the time of the inspection, the porch columns have localized dry rot, particularly at the base. The northernmost column has been removed from its original location, but the item was found intact, with minor damages, and is stored on site.

The tongue-and-groove decking appears to be in poor condition, showing signs of deterioration in localized area. The soffit is slanting with the beams, but the material appears to be in good condition. The siding on the later enclosure of the north portion of the porch matches the dimensions of the original siding, and has been meticulously aligned.

In general, the porch appears to be structurally unsound, and may need to be demolished and reconstructed to match original historic configuration. Further investigation is required to confirm that the existing conditions do not have structural implications.

#### **Conservation Strategy: Rehabilitation**

- Existing porch should be carefully documented prior to careful dismantling of the existing porch.
- Investigate condition of original wood elements. Salvage sound original wood elements that can be cleaned and reused for reconstruction of side porch as possible.
- Restore the side porch to match original detailing, using salvaged original wood elements, and repair as necessary.
- Replace in-kind missing or deteriorated parts to match existing condition. New replica wooden elements should match in-kind the old in form and detailing.
- Paint exposed woodwork in historically appropriate colour.



5.5.3 REAR PORCH

Green Gables features a porch at the rear elevation, and is characterized by squared, tapered wood columns, wood beams, tongue-and-groove decking and soffit, and a low enclosed balustrade.

The columns appear to be in good condition, but the uneven settling of the porch caused the beams and balustrade to slant and detach from the exterior walls. The soffit also slants with the beams, but the material appears to be in good condition. The decking was covered at the time of the inspection and was not reviewed.

In general, the porch also appears to be structurally unsound, and further investigation is required to confirm that the existing conditions do not have structural implications. A new upper floor deck may be added at this location.

**Conservation Strategy: Demolition**



*Example of dry rot on side porch column base*

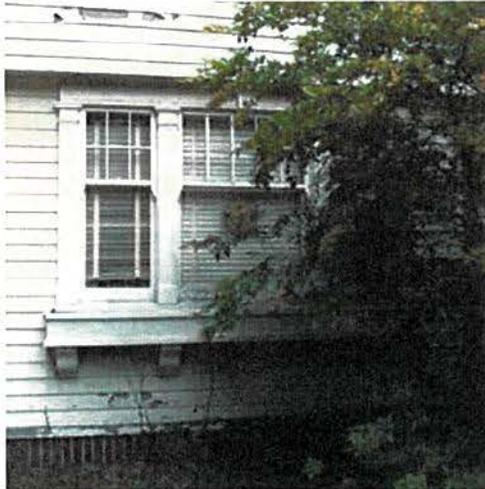


*Example of dry rot on side porch*

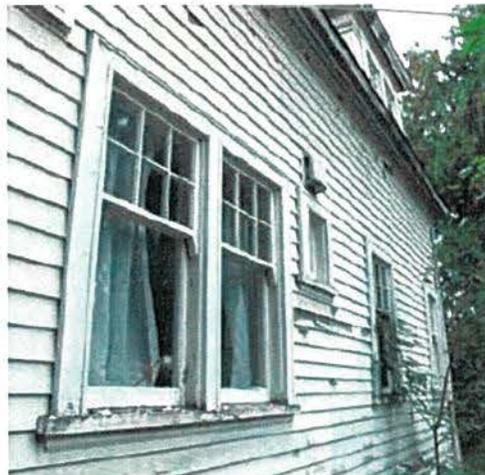


*Existing condition of rear porch*

## CONSERVATION RECOMMENDATIONS



Tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window



6-over-1 true-divided double-hung windows

## 5.6 FENESTRATION

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

### 5.6.1 WINDOWS

Green Gables features a variety of original wood windows with wood trim and sills, including single, paired and tripartite 6-over-1 true-divided double-hung windows with sash horns; a tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window with ornamented wood mullions with sash horns; fixed true-divided multi-lite windows; multi-partite true-divided multi-lite casement windows; and fixed leaded glass windows. In general, the windows appear to be in good or repairable condition.

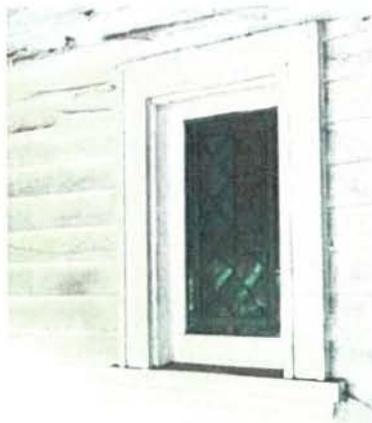
During the site review, it was noted that one of the windows had broken lights since the house was vacated. Green Gables is currently vacant and the structure should be temporarily closed up to protect it from the weather and to prohibit unauthorized access.

A comprehensive site protection plan should be developed in discussion between owner, contractor and/or architect. Plan may be reviewed by Heritage Consultant, is desired. Refer to **4.6 Site Protection & Stabilization** for further information.



**Conservation Strategy: Rehabilitation**

- Inspect for condition and complete inventory to determine extent of recommended repair or replacement
- Retain existing window sashes; repair as required, install replacement matching sashes where missing or beyond repair
- Preserve and repair as required, using in kind repair techniques where feasible
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances
- Each window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced
- Window repairs should be undertaken by a contractor skilled in heritage restoration.
- Replacement glass to be single glazing, and visually and physically compatible with existing
- The consultant can review window shop drawings and mock-ups for new windows
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.



*Fixed leaded glass windows*

**5.6.2 DOORS**

Green Gables features original exterior wood doors, which include front door with inset panels and mail slot, wide side entry door on the east elevation with inset panel and true-divided multi-light window, flanked by twin true-divided, multi-light sidelights with wood bases and inset panels to match the door, and rear double-door assembly with large, true-divided multi-lights. The original exterior wood doors are in good condition, and should be preserved and repaired as necessary.

**Conservation Strategy: Preservation**

- Retain the door openings in their original locations, and preserve and repair all original door.

**5.7 ROOF**

Green Gables is characterized by a jerkinhead cross-gabled roof structure, with returned eaves, shed roof dormers, and swept porch roofs. In general, the roof structure appears to be in good condition, as reviewed from the ground. Further review is required to confirm that the existing conditions do not have structural implications.

The existing roof of Green Gables features replacement asphalt shingles, as well as later gutters and downspouts. In general, these elements are in poor condition, showing signs of visible deterioration, and should be replaced with appropriate materials that are sympathetic to the historic character of the heritage property.

**Conservation Recommendation: Preservation and Rehabilitation**

- Preserve the original roof structure of the historic house
- If required, roofing membrane and cladding system may be rehabilitated. Cedar shingles are the preferred material, but Duroid shingles or Aged Cedar Enviroshingles™ are also acceptable.



## CONSERVATION RECOMMENDATIONS

- Retain the original wood elements. If required, repair or replace in-kind damaged or missing wood elements such as bargeboards, soffits, raftertails, and trim.
- Design and install adequate rainwater disposal system and ensure proper drainage from the site is maintained. Wood gutters with galvanized steel downspouts are recommended. Aluminum in appropriate colours is also acceptable. Paint or provide specification of drainage system elements according to colour schedule devised by Heritage Consultant.

### 5.7.1 BRICK CHIMNEY

Green Gables features three original brick chimneys with later concrete caps, and are rendered in later rough-cast stucco. Upon visual observation from the ground, it is noted that the stucco render is in poor condition, with notable signs of deterioration in the form of staining, biological growth, cracking, and peeling in localized areas, exposing some of the original red brick masonry units beneath. Further investigation of the brickwork underneath is required to determine if the existing conditions do not have structural implications.

#### **Conservation Recommendation: Rehabilitation**

- Preserve the chimney in its original configuration, if possible, and replace later concrete caps with historically appropriate chimney cap. Alternatively, reconstruct chimney with salvaged bricks to match historic appearance above the roofline, if unable to be retained in situ due to structural reasons.
- Existing chimney should be carefully documented prior to careful dismantling of the existing chimney.
- Remove unsympathetic stucco rendering.
- Investigate condition of brickwork. If required, brickwork may be repointed and cleaned using a natural bristle brush and mild rinse detergent.
- Cleaning, repair and repointing specifications to be reviewed by Heritage Consultant.



*Detail photos showing typical deteriorated condition of asphalt-shingled roof along gutter and eaves.*



*Typical existing condition of exterior brick chimney with later rough-cast stucco.*

### 5.8 EXTERIOR COLOUR SCHEDULE

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

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

**PRELIMINARY COLOUR TABLE: GREEN GABLES, 114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER, BC**

Element	Colour*	Code	Sample	Finish
Exterior walls & Trim, Soffits, Columns, & other wood elements	50% Oxford Ivory	VC-01		Semi-Gloss
Shutters & Window Sash	Vancouver Green	VC-20		Eggshell
Doors	Stained & Varnished Siko "Teak"	-		Semi-transparent
Decking	Edwardian Porch Grey	VC-26		Alkyd Enamel or Polyurethane
Chimney Bricks	Unpainted	-	-	-

\*Paint colours come from Benjamin Moore's *Historical Vancouver True Colours*

## 6.0 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the Green Gables. The Maintenance Plan should include provisions for:

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

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

### 6.1 MAINTENANCE GUIDELINES

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

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

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

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

### 6.2 PERMITTING

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

### 6.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the *Standards & Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle that recommends "using the gentlest means possible". Any cleaning procedures should be undertaken on a routine basis and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior material such as concrete and stucco wall surfaces and wood elements such as storefront frames. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive



cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

#### 6.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

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

- An approach of minimal intervention must be adopted - where intervention is carried out it will be by the least intrusive and most gentle means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

#### 6.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

From this inspection, an inspection report should be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

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

#### 6.6 INFORMATION FILE

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



## MAINTENANCE PLAN

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

### 6.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building. Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

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

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

## 6.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings.

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

### 6.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the Green Gables, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

#### EXTERIOR INSPECTION

##### Site Inspection:

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

##### Foundation

- Does pointing need repair?
- Is bedding mortar sound?
- Moisture: Is rising damp present?
- Is there back splashing from ground to structure?
- Is any moisture problem general or local?
- Is damp proof course present?
- Are there shrinkage cracks in the foundation?
- Are there movement cracks in the foundation?
- Is crack monitoring required?
- Is uneven foundation settlement evident?



- Are foundation crawl space vents clear and working?
- Do foundation openings (doors and windows) show: rust; rot; insect attack; paint failure; soil build-up,
- Deflection of lintels?

**Wood Elements**

- Are there moisture problems present? (Rising damp, rain penetration, condensation moisture from plants, water run-off from roof, sills, or ledges?)
- Is wood in direct contact with the ground?
- Is there insect attack present? Where and probable source?
- Is there fungal attack present? Where and probable source?
- Are there any other forms of biological attack? (Moss, birds, etc.) Where and probable source?
- Is any wood surface damaged from UV radiation? (bleached surface, loose surface fibres)
- Is any wood warped, cupped or twisted?
- Is any wood split? Are there loose knots?
- Are nails pulling loose or rusted?
- Is there any staining of wood elements? Source?

**Condition of Exterior Painted Materials**

- Paint shows: blistering, sagging or wrinkling, alligatoring, peeling Cause?
- Paint has the following stains: rust, bleeding knots, mildew, etc Cause?
- Paint cleanliness, especially at air vents?

**Front Portico & Porches:**

- Are steps safe? Handrails secure?
- Do any support columns show rot at their bases?
- Attachment – are porches, steps, etc. securely connected to the building?

**Windows**

- Is there glass cracked or missing?
- Are the seals of double glazed units effective?
- If the glazing is puttied has it gone brittle and cracked? Fallen out? Painted to shed water?
- If the glass is secured by beading, are the beads in good condition?
- Is there condensation or water damage to the paint?
- Are the sashes easy to operate? If hinged, do they swing freely?
- Is the frame free from distortion?
- Do sills show weathering or deterioration?
- Are drip mouldings/flashing above the windows properly shedding water?
- Is the caulking between the frame and the cladding in good condition?

**Doors**

- Do the doors create a good seal when closed?
- Do metal doors show signs of corrosion?
- Is metal door sprung from excessive heat?
- Are the hinges sprung? In need of lubrication?
- Do locks and latches work freely?
- If glazed, is the glass in good condition? Does the putty need repair?
- Are door frames wicking up water? Where? Why?
- Are door frames caulked at the cladding? Is the caulking in good condition?
- What is the condition of the sill?

**Gutters and Downspouts**

- Are downspouts leaking? Clogged? Are there holes or corrosion? (Water against structure)
- Are downspouts complete without any missing sections? Are they properly connected?
- Is the water being effectively carried away from the downspout by a drainage system?
- Do downspouts drain completely away?

## MAINTENANCE PLAN

### Roof

- Are there water blockage points?
- Is the leading edge of the roof wet?
- Is there evidence of biological attack? (Fungus, moss, birds, insects)
- Are wood shingles wind damaged or severely weathered? Are they cupped or split or lifting?
- Are the nails sound? Are there loose or missing shingles?
- Are flashings well seated?
- Are metal joints and seams sound?
- If there is a lightening protection system are the cables properly connected and grounded?
- Does the soffit show any signs of water damage? Insect or bird infestation?
- Is there rubbish buildup on the roof?
- Are there blisters or slits in the membrane?
- Are the drain pipes plugged or standing proud?
- Are flashings well positioned and sealed?
- Is water ponding present?

### INTERIOR INSPECTION

#### Basement

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

### 6.7.2 MAINTENANCE PROGRAMME

#### INSPECTION CYCLE:

##### Daily

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

##### Semi-annually

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

##### Annually (Spring)

- Inspect concrete for cracks, deterioration
- Inspect metal elements, especially in areas that may trap water
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation
- Complete annual inspection and report
- Clean out of all perimeter drains and rainwater systems
- Touch up worn paint on the building's exterior
- Check for plant, insect or animal infestation
- Routine cleaning, as required

##### Five-Year Cycle

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

##### Ten-Year Cycle

- Check condition of roof every ten years after last replacement

##### Twenty-Year Cycle

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

##### Major Maintenance Work (as required)

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



## APPENDIX A: RESEARCH SUMMARY

**HISTORIC NAME:** Green Gables  
**CURRENT ADDRESS:** 114 West Windsor Road  
**ORIGINAL RESIDENTS:** Robert Gibson  
**ARCHITECT:** James C. Mackenzie  
**CONSTRUCTION DATE:** 1915

- Commonwealth Historic Resource Management Limited. *District of North Vancouver Heritage Inventory*. Rep. District of North Vancouver. Corporation of the District of North Vancouver, 1993. Print.
- Foundation Group Designs. *Heritage Inventory, the Corporation of the District of North Vancouver*. Rep. District of North Vancouver. Corporation of the District of North Vancouver, 1988. Print.

**Schedule "B"**  
**Draft Subdivision Plan**

**PROPOSED SUBMISSION PLAN OF  
LOT A PLAN 5611 AND LOT G PLAN 2954  
BOTH OF THE NORTH 1/2 OF LOT F  
BLOCKS 4 TO 13  
DISTRICT LOT 2026  
GROUP 1 NEW WESTMINSTER DISTRICT**

PLAN EPP\_ \_ \_

BCGS 92G.035



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF  
THE INTENDED PLOT SIZE OF THIS PLAN IS 278mm IN WIDTH  
BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA No. 16,  
(DISTRICT OF NORTH VANCOUVER)

NAD83 (CSRS) 4.0.0.BC.1.GVRD

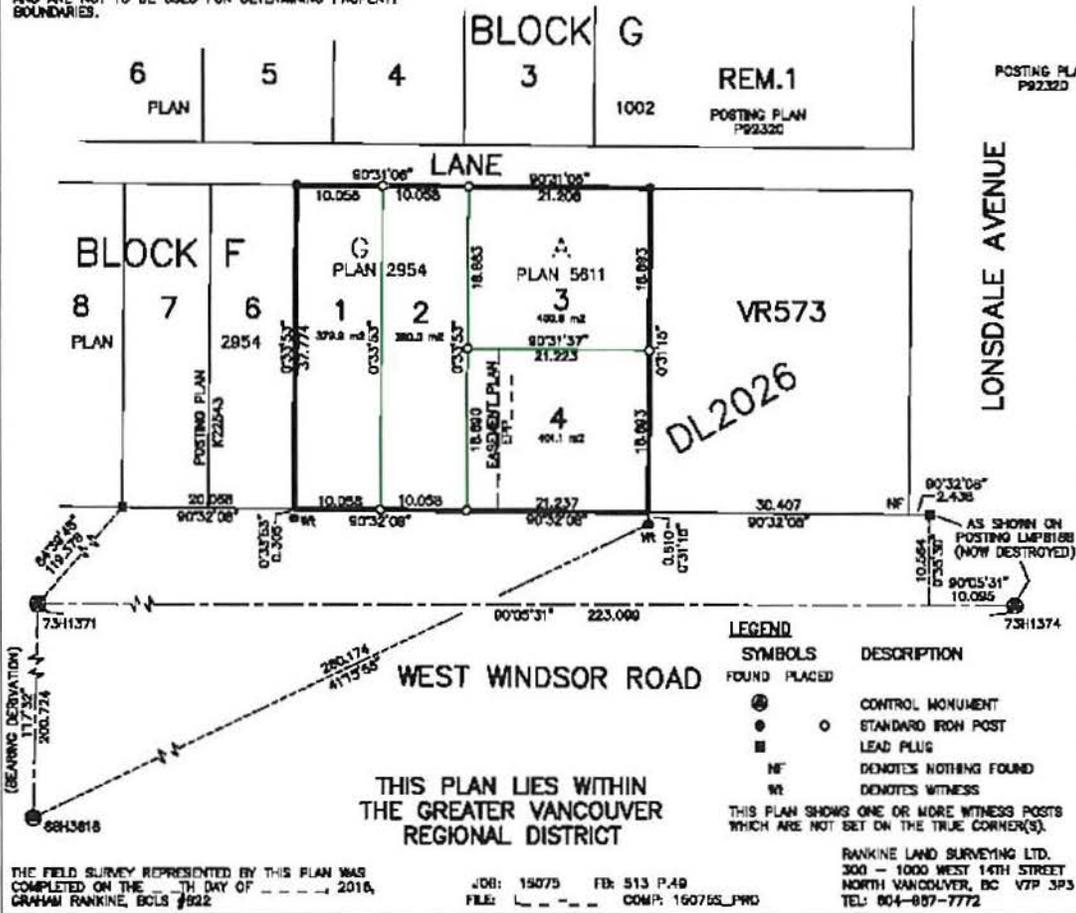
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS  
BETWEEN GEODETIC CONTROL MONUMENTS 68H3818  
AND 73H1371

THE UTM COORDINATES AND ESTIMATED HORIZONTAL  
POSITIONAL ACCURACY ARE DERIVED FROM THE MASCOT  
PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR  
GEODETIC CONTROL MONUMENTS 68H3818 AND 73H1371

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF  
0.9995786 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS 68H3818 AND 73H1371.

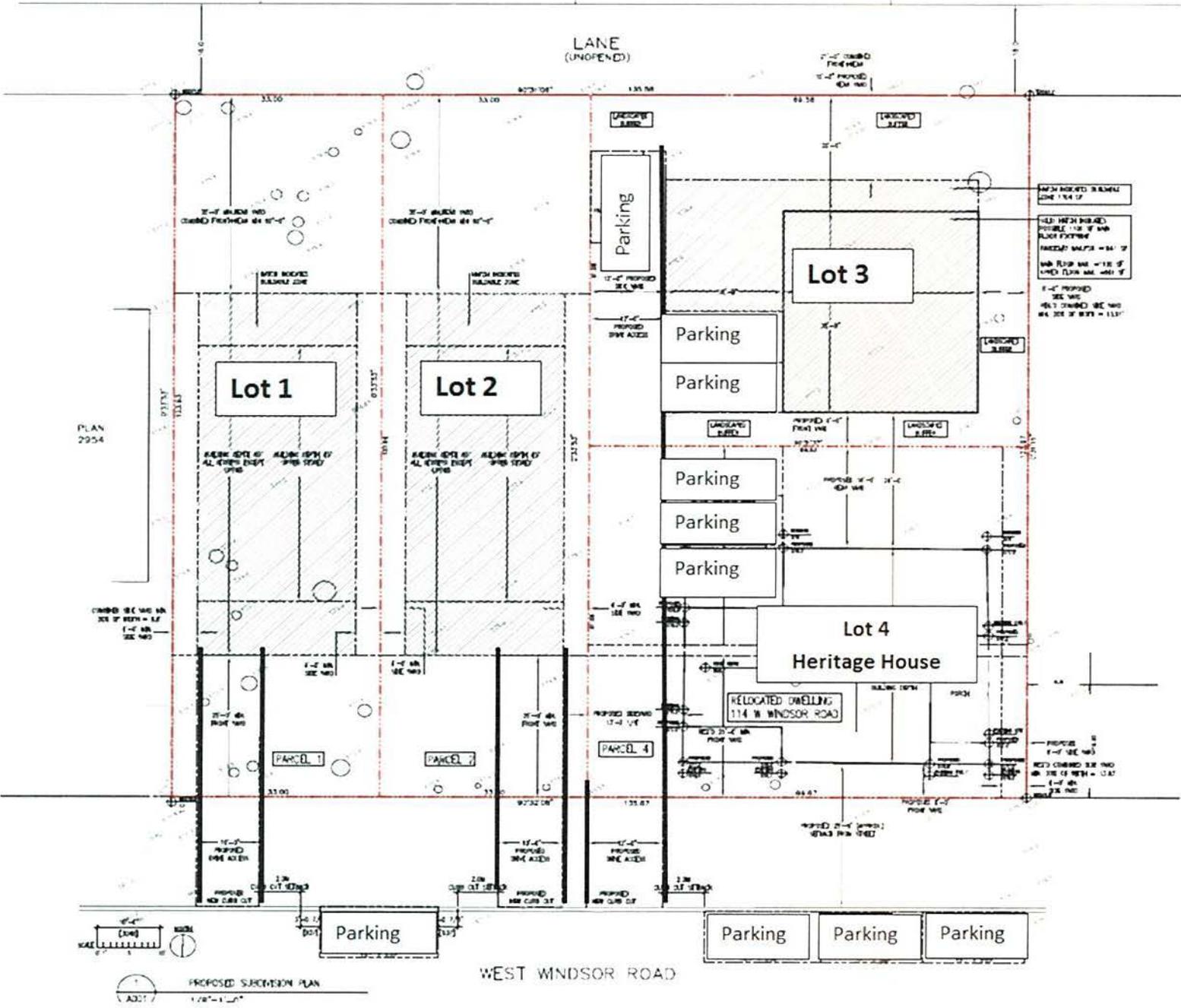
POINT	UTM N	UTM E	COMBINED FACTOR
73H1371	5485070.973	494550.460	0.9995774
68H3818	5484670.387	494548.941	0.9995787

NOTE: COORDINATES ARE FOR MAPPING PURPOSES ONLY  
AND ARE NOT TO BE USED FOR DETERMINING PROPERTY  
BOUNDARIES.



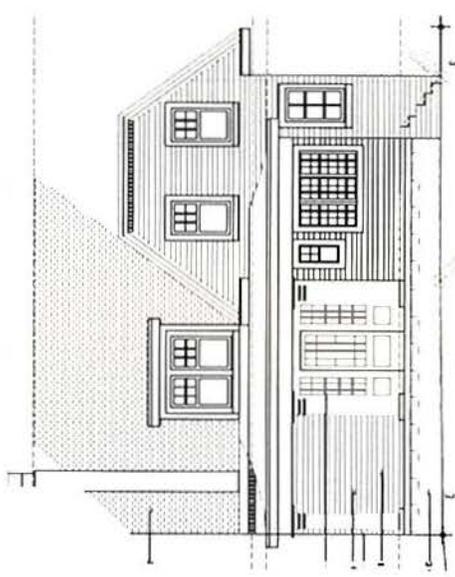
**Schedule "C"**  
**Site Plan**

# Site Plan

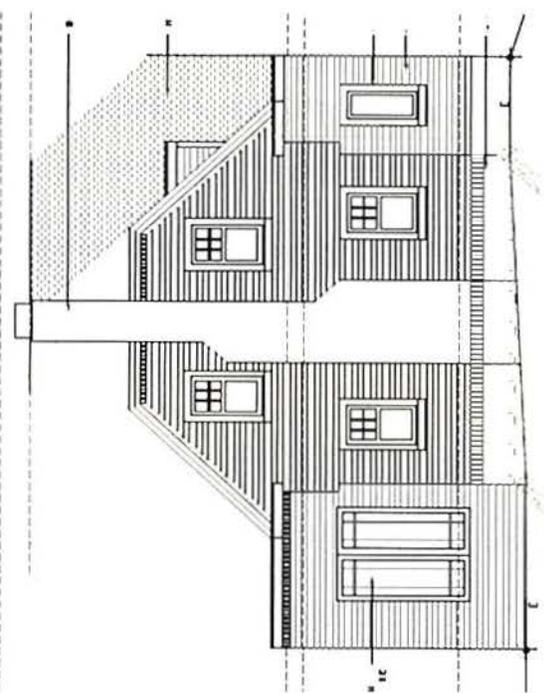


Document: 2937017

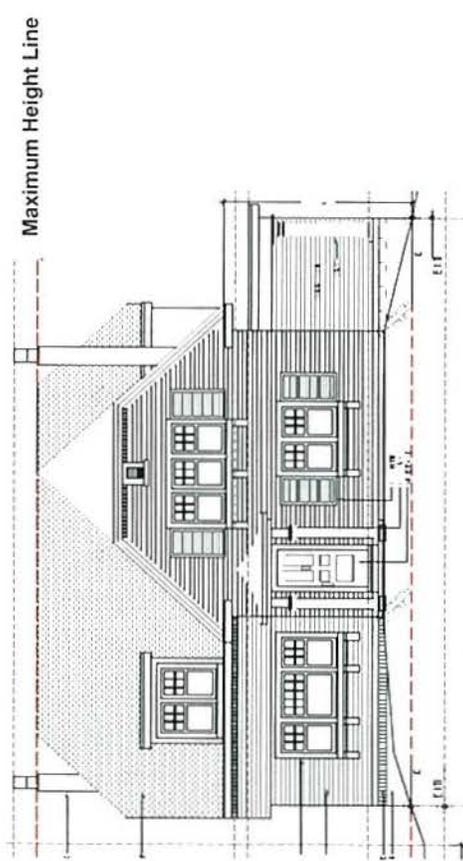
**Schedule "D"**  
**Heritage House Plans**



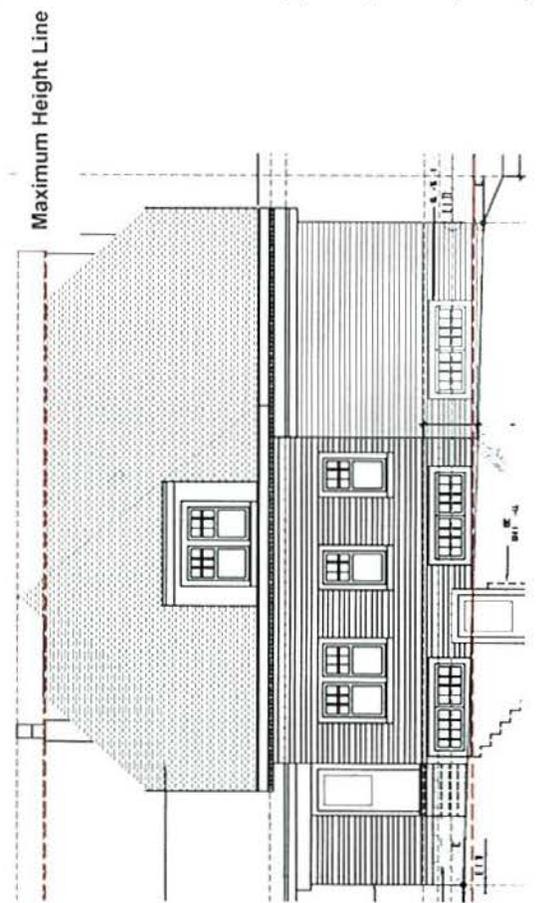
East Elevation



West Elevation



South Elevation

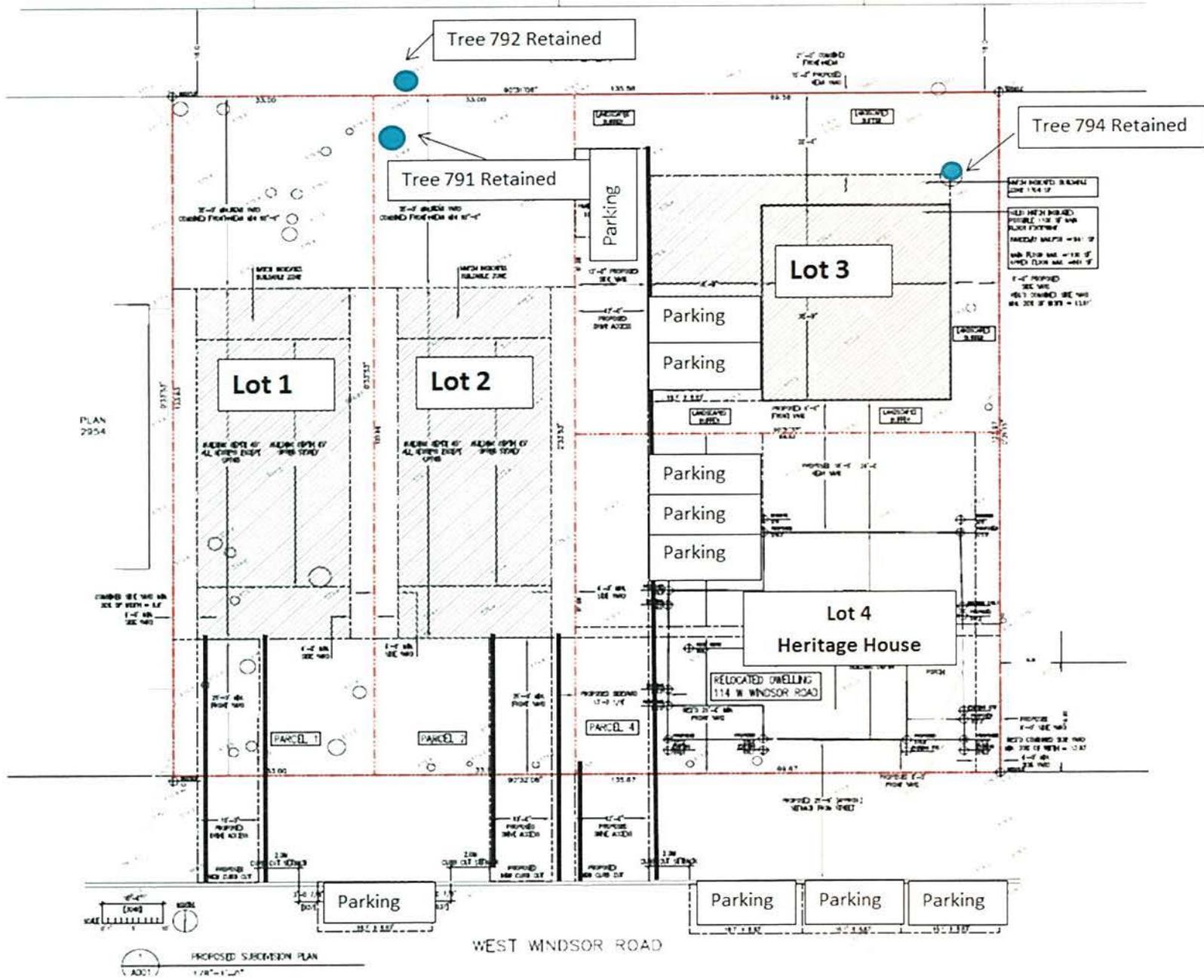


North Elevation



**Schedule "E"**  
**Trees to be Protected and Preserved**

# Tree Retention Plan



Document: 2937017

# The Corporation of the District of North Vancouver

## Bylaw 8188

A bylaw to designate property as heritage property

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The Council for The Corporation of the District of North Vancouver enacts as follows:

### 1. Citation

This bylaw may be cited as "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)".

### 2. Heritage Designation Protection

2.1 The Council designates the following as protected heritage property pursuant to Section 611 of the *Local Government Act*:

- (a) the lands in the District of North Vancouver and legally described as: No PID, Lot 4, Blocks 4 to 13, District Lot 2026, Group 1 NWD, Plan EPP \_\_\_\_\_; and,
- (b) the exterior portion of the building on the Lands on the plans attached to this bylaw as Schedule A (the "Retained Structure").

### 3. Authority to Issue Heritage Alteration Permit

3.1 Pursuant to Section 617 of the *Local Government Act*, the Council delegates to the General Manager - Planning, Properties & Permits the authority to issue heritage alteration permits to authorize interior and exterior alterations of the Retained Structure not otherwise permitted by this bylaw, provided that the alterations, including the materials used and the design, colour and texture are in the opinion of the General Manager – Planning, Properties & Permits appropriate to the general period and style for the building.

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**PUBLIC HEARING** held on the 13<sup>th</sup> day of September, 2016.

**READ** a second time as amended on the 19<sup>th</sup> day of September, 2016.

**READ** a third time on the 19<sup>th</sup> day of September, 2016.

**ADOPTED**

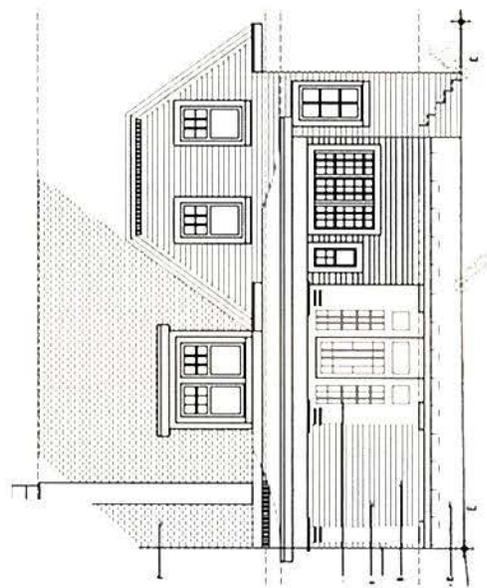
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

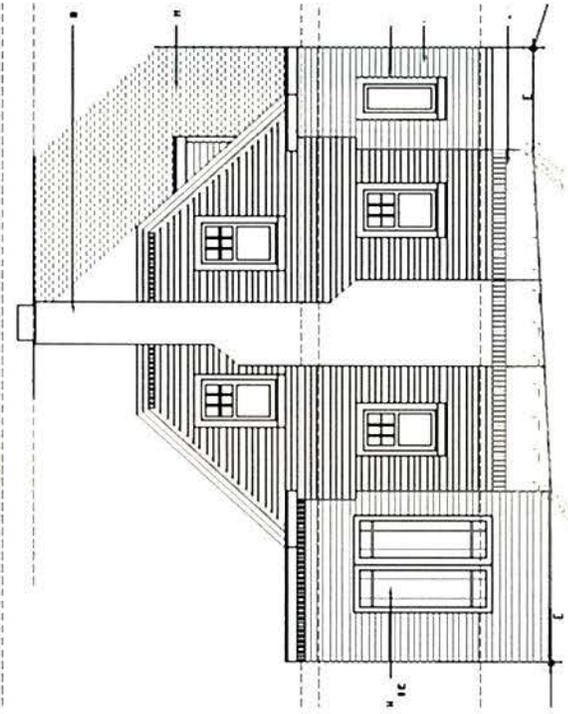
Certified a true copy

\_\_\_\_\_  
Municipal Clerk

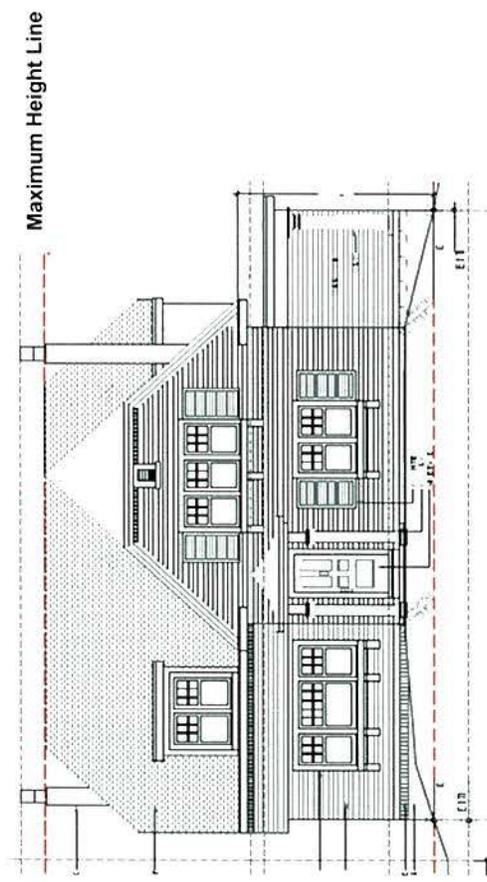




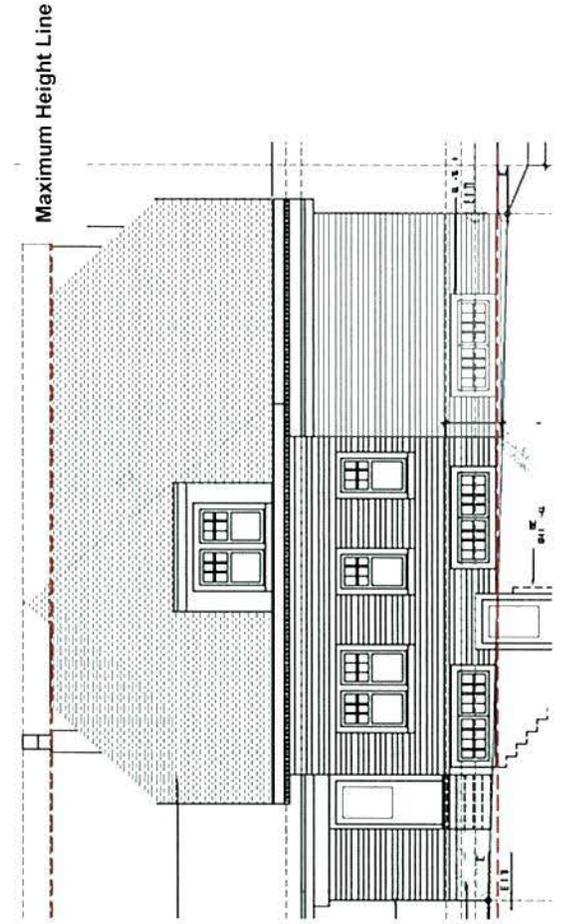
East Elevation



West Elevation



South Elevation



North Elevation

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Sept 19, 2016</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

September 14, 2016  
File: 08.3060.20/032.16

**AUTHOR:** Kathleen Larsen, Community Planner

**SUBJECT:** Bylaws 8187 and 8188: 114 West Windsor Road – Green Gables

**RECOMMENDATION:**

THAT “Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables” be given SECOND and THIRD Readings; and

THAT “Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)” be given SECOND Reading, as amended; and

THAT “Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)” be given THIRD Reading.

**REASON FOR REPORT:**

To amend Heritage Designation Bylaw 8188 as it was presented for First Reading. The proposed amendments will add a legal description and attachments to the Bylaw.

**BACKGROUND:**

Heritage Designation Bylaw 8188 for 114 West Windsor Road (Green Gables) was given First Reading on July 26, 2016. After First Reading it was identified that the legal description describing the property on which the heritage house is proposed to be moved needed to be added to the Bylaw.

In addition Bylaw 8188 needs to be amended by adding both a final site plan and elevations of the retained heritage structure as an attachment titled “Retained Structure”.

**CONCLUSION:**

It is recommended that Bylaw 8187 be given Second and Third readings to allow the Heritage Revitalization Agreement to proceed for further Council consideration and Bylaw 8188 be amended in order to add the required legal description and attachments and also given Second and Third readings.

**OPTIONS:**

1. THAT "Heritage Revitalization Authorization Agreement Bylaw 8187, 2016 – Green Gables" be given SECOND and THIRD Readings; and  
  
 THAT "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)" be given SECOND Reading, as amended; and  
  
 THAT "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)" be given THIRD Reading.
2. THAT no further readings of "Heritage Revitalization Authorization Agreement Bylaw 8187, 2016 – Green Gables" or "Heritage Designation Bylaw 8188 (114 West Windsor Road – Green Gables)" be given, thereby defeating the Heritage Revitalization Agreement proposal.

*KLarsen*

Kathleen Larsen  
Community Planner

**Attachments:**

- Heritage Revitalization Authorization Agreement Bylaw 8187, 2016 – Green Gables
- Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables), as amended
- Public Hearing Minutes – September 13, 2016
- Staff Report – dated July 14, 2016

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Utilities _____	<input type="checkbox"/> Finance _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Engineering Operations _____	<input type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input type="checkbox"/> Parks _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> NVRC _____
<input type="checkbox"/> Environment _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Facilities _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Human Resources _____	<input type="checkbox"/> Real Estate _____	

## The Corporation of the District of North Vancouver

### Bylaw 8187

A bylaw to enter into a heritage revitalization agreement pursuant to section 610 of the *Local Government Act* (RSBC 1996, c.323)

---

The Council for the Corporation of the District of North Vancouver enacts as follows:

#### Citation

1. This bylaw may be cited as "**Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables**".

#### Heritage Revitalization Agreement

2. The Council of the District of North Vancouver is authorized to enter into a Heritage Revitalization Agreement substantially in the form of the agreement attached to this Bylaw (the "Heritage Revitalization Agreement") with the owner of the property and building located at 114 West Windsor Road and legally described as PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611.

#### Execution of Agreement

3. The Mayor and Municipal Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement substantially in the form attached as Schedule A and titled "Heritage Revitalization Agreement – Green Gables" and forming part of this Bylaw.

#### Delegation

4. Wherever in the Heritage Revitalization Agreement a heritage alteration permit is required, the discretion to approve, refuse or issue such permit is delegated by the District to the General Manager - Planning, Properties & Bylaws (the "GM") and:
  - (a) such exercise of discretion relating to the issuance of the heritage alteration permit shall be made by the GM acting reasonably in accordance with sound municipal heritage and conservation practice;
  - (b) such exercise of discretion, including any terms and conditions imposed, shall be consistent with the *Local Government Act*, and with the intent of preserving the heritage character and heritage value of Green Gables and its setting; and
  - (c) the GM may refer any exercise of discretion to the District of North Vancouver Community Heritage Committee for advice.

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**PUBLIC HEARING** held the 13<sup>th</sup> day of September, 2016.

**READ** a second time the \_\_\_ day of \_\_\_\_\_, 2016.

**READ** a third time the \_\_\_ day of \_\_\_\_\_, 2016.

Certified a true copy of “Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables” as at Third Reading

\_\_\_\_\_  
Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED** the \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**HERITAGE REVITALIZATION AGREEMENT**

**GREEN GABLES**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2016,

BETWEEN:

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West  
Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered Owner in fee simple of the following lands and premises at 114 West Windsor Road in the District of North Vancouver, British Columbia and legally described as:
- PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026  
Plan 2954 and
- PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026  
Plan 5611
- (together, the "Lands");
- B. The District and the Owner consider that these Lands, including the house ("Green Gables") and the landscaping, have heritage value which should be protected and preserved;
- C. Section 610 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property allowing variations of, and supplements to, the provisions of a zoning bylaw, subdivision bylaw, development permit and heritage alteration permit;
- D. For the purpose of conserving the heritage value of Green Gables, the Owner and the District have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage character and heritage value of this heritage building;

- E. The heritage character of Green Gables which both the Owner and the District desire to conserve and which constitute the heritage value of the Lands have been described by text and photographs attached as Schedule “A” to this Agreement;

In consideration of the mutual promises of the parties and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Owner and the District covenant and agree pursuant to Section 966 of the *Local Government Act* as follows:

#### Interpretation

1. In this Agreement:
  - (a) “Approving Officer” means the approving officer for the District appointed under the *Land Title Act*;
  - (b) “Chief Building Official” means the District’ chief building official or his or her designate;
  - (c) “GM” means the District’s General Manager - Planning, Properties & Bylaws;
  - (d) “Report” means the Conservation Plan prepared by Donald Luxton and Associates Inc. dated \_\_\_\_\_, 2016 a copy of which is attached hereto as Schedule “A”;
  - (e) “Green Gables” has the meaning given to it in Recital B; and
  - (f) “Lots” means Lots 1 to 4 as shown on the plan attached as Schedule “B” and “Lot” means any one of them;
  - (g) “Natural Grade” has the meaning given to it in the Zoning Bylaw;
  - (h) “Protected Trees” has the meaning given to it in section 5(g);
  - (i) “Zoning *Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as amended, consolidated, re-enacted or replaced from time to time.

#### Heritage Revitalization

2. The parties agree that the Lands have heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of Green Gables in accordance with this Agreement.
3. The Owner covenants and agrees that the Lands may not be subdivided, used or developed except as specifically set out in this Agreement.
4. The parties agree that notwithstanding the provisions of District bylaw requirements related to the zoning applicable to the Lands, the Lands may be used and developed in the following manner:
  - (a) the Lands may be subdivided to create the Lots as shown on the draft subdivision plan attached hereto as Schedule “B” (the “Proposed Subdivision”);

- (b) Green Gables may be relocated on Lot 4 strictly in accordance with the site plan attached as Schedule "C" and with the plans and specifications attached as schedule "D"; and
- (c) a house may be construct on Lot 3 within the building envelope outlined on the site plan attached as Schedule "C"

all in accordance with the terms, limitations and conditions of this Agreement.

5. The Owner covenants and agrees that:

- (a) Green Gables after said relocation must not exceed a total Floor Area of 2596 square feet or a height of 30 feet 2 inches above the Natural Grade;
- (b) no detached garages or other accessory buildings or structures are permitted on any of the Lots.
- (c) no house may be construct on Lot 1 or Lot 2 unless the house strictly complies with the RSNQ zoning designation under the Zoning Bylaw and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (d) no house may be construct on Lot 3 unless the house strictly complies with all requirements under the RSNQ zoning designation in the Zoning Bylaw (except to the extent set out in subsection 4(c) herein), and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (e) the houses on Lots 1, 2 and 3 will meet or exceed EnerGuide 80 said requirements to be secured with a section 219 covenant in form and content acceptable to the municipal solicitor with said covenant to be fully registered at the Land Title Office against the titles to Lots 1, 2 and 3 in favour of the District in priority to all financial charges;
- (f) to install and maintain landscaping and permeable driveways on the Lots in accordance with the landscape and driveway plan to be prepared by the Owner's landscape architect and approved by the District under subsection 10(b) herein, and
- (g) to retain and protect all of the trees identified on the plan attached as Schedule "E" (the "Protected Trees").

6. None of the Lots may be separately sold or otherwise transferred until after Green Gables has been relocated to Lot 4 in compliance with this Agreement and to the satisfaction of the GM. After Green Gables has been relocated to Lot 4 in compliance with this Agreement to the satisfaction of the GM, Lot 1 and Lot 2 may be separately sold, but Lot 3 and Lot 4 may not be separately sold or otherwise transferred until after occupancy permits have been issued by the District for houses on both Lots and until landscaping and the permeable driveway required pursuant to section 5(e) have been installed to the District's satisfaction.

7. The Owner further covenants and agrees that Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 3 unless and until an occupancy permit has been issued by the District for Green Gables on Lot 4.
8. The Owner expressly acknowledges and agrees that it is a condition of entering into this Agreement that prior to the Approving Officer's approval of the Proposed Subdivision, the Owner's solicitor will have provided to the District his or her written professional undertaking to deposit the Proposed Subdivision plan only as an all or nothing package with any charges required by the Approving Officer, including without limitation:
  - (a) the section 219 covenant referred to in section 5(e), which must be registered against title to Lots 1, 2 and 3;
  - (b) a separate section 219 covenant and rent charge against title to Lot 4 to secure the Owner's maintenance obligations in relation to Green Gables, and requiring that the landscaping and driveway improvements required pursuant to subsection 5(f) must be retained and maintained in perpetuity in accordance with the terms and conditions set out in said of such covenant, which said covenant must be registered in favour of the District in priority to all financial charges covenant;
  - (c) a section 219 covenant stipulating that there must not be any secondary suite (including in the form of a coach house) constructed, installed, used or occupied on any of the Lots, which said covenant must be registered against each of the Lots in favour of the District in priority to all financial charges;
  - (d) a section 219 tree preservation covenant for the protection and preservation of the Protected Trees, which said covenant must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges; and
  - (e) a section 219 design approval covenant which said must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges.

All said covenants must be in a form acceptable to the Municipal Solicitor.

9. Without limiting any other provision herein, the Owner agrees that:
  - (a) all driveway paving on the Lots must be of permeable construction; and
  - (b) the exterior cladding and colour scheme for all improvements on the Lots must complement the heritage character of Green Gables, must comply with all applicable requirements set out in the report attached as Schedule A, and must be approved by the GM in advance, with future colour changes to be similarly approved.
10. The Owner further covenants and agrees that Lot 1, Lot 2 and Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 1, Lot 2 or Lot 3 unless and until the Owner has:

- (a) prepared and submitted to the District a maintenance plan acceptable to the GM for future maintenance of Green Gables; and
  - (b) delivered to the District a detailed landscape and driveway plan and boulevard planting plan for the Lots, prepared by a professional landscape architect retained by the Owner, which said plans must create a setting to complement the heritage character of Green Gables to the satisfaction of the GM in his or her sole discretion (the "Landscaping and Site Plan").
11. Notwithstanding any other term of this Agreement, prior to commencing any development work on the Lots (including removal of any trees), the Owner must obtain all necessary permits and approvals from the District.
  12. The Owner agrees to maintain Green Gables to such a standard which, in the opinion of the GM, retains the heritage character and heritage value of the building and site.
  13. The Owner specifically acknowledges and agrees that any alterations and improvements to the exterior of Green Gables will require a heritage alteration permit issued by the District.
  14. The parties agree that the exterior of Green Gables shall be designated as protected heritage property pursuant to section 611 of the *Local Government Act*.

#### Heritage Alteration Permits

15. In accordance with the terms and conditions of this Agreement, the Owner shall not alter in any way the exterior of Green Gables except as permitted by a Heritage Alteration Permit issued by the District.

#### Construction and Maintenance of Works

16. Wherever in this Agreement the Owner is issued a heritage alteration permit to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of Green Gables, 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 the heritage alteration permit 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.

#### Damage or Destruction

17. Subject to section 18, in the event that Green Gables is damaged, the parties agree that the Owner must repair the building, in which event the Owner shall forthwith commence the repair work and complete the same within one year of the date of damage.
18. In the event that Green Gables is accidentally damaged or destroyed to the extent of 75% or more of its value above its foundations, as determined by the Chief Building Official, the terms of this Agreement which relate to Green Gables shall cease to be of any effect and thereafter all use and occupation of Lands shall be in accordance with the District Zoning Bylaw No. 3210, as amended, and in accordance with all other bylaws or

regulations of the District or any other laws of any other authority having jurisdiction; provided that as a limitation on said use the maximum floor area for any replacement house on Lot 1 shall not exceed 223.2 m<sup>2</sup>.

#### Breach

19. In the event that the Owner is in breach of a material term of this Agreement, the District may give the Owner notice in writing of the breach and the Owner shall ensure it does nothing to further the breach and shall remedy the breach within 30 days of receipt of the notice.

#### Amendment

20. The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
- (a) by bylaw with the consent of the parties provided that a public hearing shall be held if an amendment would permit a change to use or density of use on the Lands; or
  - (b) by Heritage Alteration Permit issued pursuant to section 972 of the *Local Government Act*.

#### Representations

21. It is mutually understood and agreed that the District has made no representations, covenants, warranties, promises or agreements, express or implied, other than those contained in this Agreement.

#### Statutory Functions

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

#### No Liability to District

23. In no case shall the District be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatever, however 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 whatever, however 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, or in any way related to, the entering into of this Agreement, compliance with the conditions, restrictions and requirements in this

Agreement, the Proposed Subdivision, wrongful or negligent failure or omission to comply with the conditions, restrictions and requirements herein, or from the enforcement or non-enforcement of any restrictions or requirements herein or with any other term condition or provision of this Agreement.

#### Indemnity

24. The Owner shall at all times indemnify and save harmless the District of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suites of any nature whatsoever by whomsoever brought for which the District shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, or 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.

#### Damages

25. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the building, structure, improvement on or feature of the Lands having *heritage value* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the District in its sole discretion.

#### Specific Performance

26. The Owner agrees that the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in preserving the heritage value and character of the Green Gables.

#### No Waiver

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

#### Compliance with Laws

28. Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the District 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 days' written notice to the District 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.

#### Agreement's Relevance to Subdivision Approval

29. The Owner agrees that the Approving Officer is, with respect to any preliminary or final application for approval of the Proposed Subdivision, entitled (but not required) to consider whether the Proposed Subdivision complies with the applicable requirements under this Agreement or whether the requirements of this Agreement have been complied with and to reject the application if any of those requirements have not, in the opinion of the Approving Officer, been complied with. Nothing in this Agreement commits the Approving Officer to approve any Proposed Subdivision plan.

#### Rights are Permissive Only

30. The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District to the Owner or anyone else, and nothing in this Agreement obliges the District to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

#### Notice Binding

31. The Owner will file against the Lands notice in the Land Title Office in accordance with section 610 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the Lands or any part thereof.

#### Notice

32. 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:

To the District:

District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

Attention: Municipal Clerk

If to the Owner:

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 part for the giving of notices.

#### Inspection

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

#### Severance

34. If any part of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion is to be severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

#### Headings

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

#### Successors Bound

36. 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.
37. The District will file a notice in the Land Title Office in accordance with section 966 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the land affected by this Agreement.

#### Other Documents

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

*The remainder of this page is intentionally left blank*

No Partnership or Agency

39. The parties agree that nothing contained in this Agreement creates a partnership, joint venture or agency relationship between the parties.

The Owner and the District have executed this Agreement as of the date first above written.

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

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

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

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

Signed by the duly authorized )  
signatories of The )  
Corporation of the District of )  
North Vancouver: )

\_\_\_\_\_ )  
Richard Walton, Mayor )

\_\_\_\_\_ )  
James Gordon, Clerk )

**Schedule "A"**  
**Conservation Plan**



# GREEN GABLES

114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER, BC

## CONSERVATION PLAN

AUGUST 2016

**DONALD LUXTON**  
AND ASSOCIATES INC 

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# 1.0 INTRODUCTION

**HISTORIC NAME:** Green Gables  
**CURRENT ADDRESS:** 114 West Windsor Road  
**ORIGINAL RESIDENTS:** Robert Gibson  
**ARCHITECT:** James C. Mackenzie  
**CONSTRUCTION DATE:** 1915

Green Gables is a well-preserved heritage resource located within the District of North Vancouver. In September 2015 Donald Luxton & Associates was retained to conduct a heritage inspection for the historic house on the property.

The proposed conservation strategy for Green Gables involves the preservation of its exterior features and character-defining elements while relocating the historic house to the south, within the property lines, to allow for an infill addition at the rear of the property.

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



## 2.0 HISTORIC CONTEXT

### HISTORIC CONTEXT: DISTRICT OF NORTH VANCOUVER

The District of North Vancouver was incorporated in 1891 and originally included all three separate municipalities of the North Shore. The City of North Vancouver, comprising the urban core close to Burrard Inlet, officially formed in 1907, while West Vancouver seceded from the District in 1912. In the midst of these administrative transitions, the North Shore was booming with development, due to the economic expansion occurring throughout the Lower Mainland during the Edwardian era. Suburban residential areas, including those in North Vancouver, developed into bedroom communities for employees of the thriving industries and commercial enterprises of the early twentieth century.

Connected by ferry service, and later bridges, to Downtown Vancouver, the District of North Vancouver became a preferred address for those seeking a quiet residential life, away from the polluting effects of industries closer to the shore. The Upper Lonsdale neighbourhood, located just north of the boundary between the City and District of North Vancouver, was developing as a high-quality suburb in the early 1910s, as the Lonsdale Avenue streetcar gradually reached the area; the streetcar made it to Windsor Road in 1912. The construction of the Gibson Residence in 1915 was made possible by this ready access to the remainder of the Lower Mainland.

This beautifully detailed and stately home was built for the Gibson family; Robert Gibson was a printer with the News-Advertiser. The ornate Ionic and Doric columns associate the house with the Colonial Revival. A distinctive profile is provided by the tall chimneys, the hip-on-gable ("jerkin") roofs, and the bellcast detailing of the porches. By 1935 the house had been acquired by the Butterworth family, who maintained stables on the property. Janet Gibson, daughter of the first owners, moved next door to 108 West Windsor Road at that time.

### ORIGINAL ARCHITECT: JAMES CLARK MACKENZIE (1877-1941)

*From: Building the West: The Early Architects of British Columbia*

James C. Mackenzie was born on November 6, 1877 in West Kilbride, Ayrshire, Scotland. He was educated at Ardrossan Academy, Ayr Academy and Glasgow High School, and in 1897, started a five-year apprenticeship in Alexander Nisbet Paterson's office, Glasgow. Paterson, described as a "fastidious, comfortably off, and retiring architect, whose best work is too little known," had studied at the At elier Pascal, and later worked for Aston Webb. After Mackenzie completed his services with Paterson, he went to Italy in 1902 for four months, and then practised in Dumfries for two years. Seeking new opportunities, James followed his older brother, William, to Prince Rupert, where one of their aunts lived. By 1908 he moved to Vancouver, where he entered the office of fellow Scot, William Bow. Mackenzie commenced his own practice in 1909, and worked mostly on residential projects in the Shaughnessy Heights subdivision. He also received the commission for the new West Vancouver Municipal Hall. The Vancouver Daily Province, June 1, 1912, reported "the contract was awarded this week for the municipal hall... It has been designed to conform to the general style of suburban architecture. The whole building will be heated by hot air." In 1912 Mackenzie married Amy Crabtree, an English probationary nurse, and the following year he designed an elegant Craftsman-inspired home in the North Lonsdale area of North Vancouver for his new family, which included three children by 1917. From 1913-15 he worked in partnership with A.





*Lonsdale Avenue with streetcar service that stretched up the hill toward the District of North Vancouver, circa 1908, (CVA Out P1221)*



*Detail: Upper Lonsdale from Caribrooke Park, looking south, 1916, (CVA PAN N173)*

## HISTORIC CONTEXT

Scott Ker. Their largest commission was a grand home in Shaughnessy Heights for Frank L. Buckley, Iowa, on Osler Avenue, 1913-14. As work dried up during the First World War, Mackenzie moved his office to his home. Although times were lean, he designed at least one large residence, for Robert Gibson in the North Lonsdale area, 1915, and published an extensive catalogue of house plans, of which his own house was No. 514. After the war he was associated with the Architects Small House Service Bureau (B.C.), which offered a large selection of home plans for thirty dollars each. Mackenzie was also known as a designer of teapots depicting Haida designs, which were made in Japan and were very popular there. By 1920 Mackenzie had gone into partnership with William Bow, whose daughter remembers Mackenzie's wife as a large, imposing woman, who would drop their three children off at the office when she wanted to go shopping, creating endless disruption. The partnership terminated in 1923, and Mackenzie again practised on his own. He died on May 21, 1941 at age sixty-three.

## GREEN GABLES

*From the 1993 District of North Vancouver Heritage Inventory:*

This beautifully detailed and stately home was built for the Gibson family; Robert Gibson was a printer with the News-Advertiser. The ornate Ionic columns and large porch on the eastern side associate the house with the Colonial Revival. A distinctive profile is provided by the tall chimneys, the hip-on-gable ('jerkin') roofs, and the bellcast detailing of the porches. By 1935 the house had been acquired by the Butterworth family, who maintained stables on the property. Janet Gibson, daughter of the first owners, moved next door to 108 West Windsor Road at that time.



## 3.0 STATEMENT OF SIGNIFICANCE

### GREEN GABLES, 114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER, BC

#### Description of Historic Place

Green Gables is a grand, one and one-half storey plus basement, wood-frame house, located at 114 West Windsor Road in the Upper Lonsdale neighbourhood of the District of North Vancouver. It displays features of the Colonial Revival style, and is distinguished by its jerkin-headed roofline, porches with bellcast roofs and Ionic and Doric porch columns.

#### Heritage Value of Historic Place

Constructed in 1915, Green Gables is valued for its connection with the early twentieth-century growth and development of North Vancouver, and for its sophisticated architecture as designed by James Clark Mackenzie.

Green Gables represents the intense, speculative development that occurred across the Lower Mainland during the Edwardian-era boom period. After regular ferry service was established in 1903 and North Vancouver was incorporated in 1907, the area experienced a period of unprecedented growth and prosperity. This construction boom accelerated until a general financial depression in 1913 halted this ambitious suburban development. Green Gables was constructed at the twilight of the construction boom and was originally owned by Robert Gibson, a printer with the News-Advertiser. This grand house demonstrates the social, cultural, and aesthetic values of successful local businessmen and women of the early twentieth century, including the appreciation of architectural elegance, impressive interior spaces, leisure and recreation, and scenic views.

The ornate classical columns and detailing associate the house with the Colonial Revival style, reflecting the widespread acceptance of neoclassicism in the early twentieth century. A distinctive profile is provided by the tall chimneys, the jerkin-headed roofs, and the bellcast detailing of the porches. It

is a superior example of the work of local architect, James Clark Mackenzie, who lived in Upper Lonsdale, and designed many of the grand homes in the area. Green Gables is also unusual for its date of wartime construction, and was built at a time when domestic construction was generally curtailed.

#### Character-Defining Elements

The character-defining elements of Green Gables include its:

- location along West Windsor Road in the Upper Lonsdale neighbourhood of North Vancouver;
- continuous residential use since 1915;
- residential form, scale and massing as expressed by its one and one-half storey plus basement height; jerkin-headed cross-gabled roof structure with returned eaves; shed roof dormers; and swept porch roofs;
- wood frame and masonry construction, featuring original wood lapped siding and detailing, and granite foundation with soldier coursed brick facing along the foundation on the front façade;
- Colonial Revival style architecture, featuring: second-storey overhang of the west, side-gabled wing; wood moulding and dentil coursing across all elevations; wood window boxes on the front façade with solid scroll-cut brackets; fixed shutters on the front façade; square wood pilaster mullions dividing the tripartite window assembly on the west side of the front façade, with wooden keystone detail in the lintel; column-facing at each corner of the shed roof dormer of the front façade; projecting wood sills across all elevations; vented louvres; projecting front entryway, set close to grade, comprised of original ornate wood columns with Ionic capitals, detailed scroll-cut wood brackets, and tongue-and-groove wood soffit; and partially enclosed side porch on the east elevation, comprised of simple wood columns with Doric capitals, wood porch beams, and tongue-and-groove wood soffit and decking;

## STATEMENT OF SIGNIFICANCE

- variety of original wood window assemblies, including single, bipartite and tripartite 6-over-1 true-divided double-hung windows with wood horns; a tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window with ornamented wood mullions with wood horns; fixed true-divided multi-lite windows; multi-partite true-divided multi-lite casement windows; and fixed leaded glass windows;
- original exterior wood doors, including front door with inset panels and mail slot; wide side entry door on the east elevation with inset panel and true-divided multi-lite window, flanked by twin true-divided multi-lite sidelites with wood bases and inset panels to match the door; and rear double-door assembly with large multi-lite fields of true-divided glass; and
- one external chimney, which intersects the roofline, and two internal brick chimneys of notable height; and
- overall layout of interior spaces, with an open, L-shaped central staircase with wood balustrade, curving banister, bullnosed starting step with spiraled banister around the starting newel post, and panelled window bench on landing; hardwood floors, woodwork, fireplaces and stained glass panels.



## 4.0 CONSERVATION GUIDELINES

### 4.1 STANDARDS & GUIDELINES

Green Gables is a significant historical resource in the District of North Vancouver. The Parks Canada's *Standards & Guidelines for the Conservation of Historic Places in Canada* is the source used to assess the appropriate level of conservation and intervention. Under the *Standards & Guidelines*, the work proposed for Green Gables includes aspects of preservation, rehabilitation and restoration.

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

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

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

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

### STANDARDS

#### Standards relating to all Conservation Projects

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

## CONSERVATION GUIDELINES

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

### **Additional Standards relating to Rehabilitation**

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

### **Additional Standards relating to Restoration**

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

## 4.2 CONSERVATION REFERENCES

The proposed work entails the preservation, restoration, and rehabilitation of the exterior of Green Gables. The following conservation resources should be referred to:

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

### **National Park Service, Technical Preservation Services. Preservation Briefs:**

*Preservation Brief 4: Roofing for Historic Buildings.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/4-roofing.htm>

*Preservation Brief 6: Dangers of Abrasive Cleaning to Historic Buildings.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/6-dangers-abrasive-cleaning.htm>

*Preservation Brief 9: The Repair of Historic Wooden Windows.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

*Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

*Preservation Brief 14: New Exterior Additions to Historic Buildings: Preservation Concerns.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/14-exterior-additions.htm>

*Preservation Brief 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/24-heat-vent-cool.htm>



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

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

*Preservation Brief 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront*  
<http://www.nps.gov/tps/how-to-preserve/briefs/41-seismic-retrofit.htm>

*Preservation Brief 45: Preserving Historic Wooden Porches.*  
<http://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>

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

#### 4.3 GENERAL CONSERVATION STRATEGY

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

All new visible construction will be considered a modern addition to the historic structure. The *Standards & Guidelines* list recommendations for new additions to historic places. The proposed design scheme should follow these principles:

- Designing a new addition in a manner that draws a clear distinction between what is historic and what is new.
- Design for the new work may be contemporary or may reference design motifs from the historic place. In either case, it should be compatible in terms of mass, materials, relationship of solids to voids, and colour, yet be distinguishable from the historic place.
- The new additions should be physically and visually compatible with, subordinate to and distinguishable from the preserved historic façade.

An addition should be subordinate to the historic place. This is best understood to mean that the addition must not detract from the historic place or impair its heritage value. Subordination is not a question of size; a small, ill-conceived addition could adversely affect an historic place more than a large, well-designed addition.

Additions or new construction should be visually compatible with, yet distinguishable from, the historic place. To accomplish this, an appropriate balance must be struck between mere imitation of the existing form and pointed contrast, thus complementing the historic place in a manner that respects its heritage value.

## CONSERVATION GUIDELINES

### Relocation of Historic Building

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

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

## 4.4 SUSTAINABILITY STRATEGY

Heritage conservation and sustainable development can go hand in hand with the mutual effort of all stakeholders. In a practical context, the conservation and re-use of historic and existing structures contributes to environmental sustainability by reducing solid waste disposal, saving embodied energy, and conserving historic materials that are often less consumptive of energy than many new replacement materials.

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

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

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

*These guidelines are primarily aimed at assisting designers, owners, and builders in providing existing buildings with increased levels of sustainability while protecting character-defining elements and, thus, their heritage value. The guidelines are also intended for a broader audience of architects, building developers, owners,*



*custodians and managers, contractors, crafts and trades people, energy advisers and sustainability specialists, engineers, heritage professionals, and officials responsible for built heritage and the existing built environment at all jurisdictional levels.*

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

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

## 4.5 ALTERNATE COMPLIANCE

As a listed building on the Municipal Heritage Register, Green Gables may be eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following municipal legislation:

### 4.5.1 BRITISH COLUMBIA BUILDING CODE

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

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

### 4.5.2 ENERGY EFFICIENCY ACT

The provincial Energy Efficiency Act (Energy Efficiency Standards Regulation) was amended in 2009 to exempt buildings protected through heritage designation or listed on a community heritage register from compliance with the regulations. Energy Efficiency standards therefore do not apply to windows, glazing products, door slabs or products

## CONSERVATION GUIDELINES

installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

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

### 4.5.3 HOMEOWNER PROTECTION ACT

The Homeowner Protection Act was implemented in 1998 as a means to strengthen consumer protection for the purchase of new homes. The act was passed following a commission of enquiry into the leaky condo crisis, and was intended on protecting homeowners by ensuring home warranty insurance was provided on new construction, covering two years on labour and materials, five years on the building envelope and 10 years on the structure of the home. As the Act was intended to regulate new construction, considerations were not taken of buildings that have remained in sound condition for a many number of years that already far exceeded what the HPA requires for a warranty on a new home. The act did not take into consideration the protection of heritage projects, and consequently resulted in the loss of significant heritage fabric through the requirement of new windows and rainscreen wall assemblies on residential heritage rehabilitation projects. An example being the requirement to remove original wooden siding

that has successfully protected the building for 100 years, and replace it with a rainscreen assembly that is only warranted for five years. Not only was valuable heritage fabric lost, but new materials will likely not last nearly as long as the original.

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

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

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



#### 4.6 SITE PROTECTION & STABILIZATION

It is the responsibility of the owner to ensure the heritage resource is protected from damage at all times. At any time that the building is left vacant, it should be secured against unauthorized access or damage through the use of appropriate fencing and security measures. Additional measures to be taken include:

- Are smoke and fire detectors in working order?
- Are wall openings boarded up and exterior doors securely fastened once the building is vacant?
- Have the following been removed from the interior: trash, hazardous materials such as inflammable liquids, poisons, and paints and canned goods that could freeze and burst?

The façade should be protected from movement and other damage at all times during demolition, excavation and construction work. Install monitoring devices to document and assess cracks and possible settlement of the masonry façade.



## 5.0 CONSERVATION RECOMMENDATIONS

An initial condition review of Green Gables was carried out during a site visit in September 2015. The recommendations for the preservation and rehabilitation of the historic façades are based on the site review, material samples and archival documents that provide valuable information about the original appearance of the historic building.

The following chapter describes the materials, physical condition and recommended conservation strategy for Green Gables based on Parks Canada *Standards & Guidelines for the Conservation of Historic Places in Canada*.

### 5.1 SITE

Green Gables sits across two mid-block lots at 114 West Windsor Road in the District of North Vancouver. Several mature trees and plantings obscuring views of the house on all sides. All heritage resources within the site should be protected from damage or destruction at all times. Reference **Section 4.6: Site Protection** for further information.

#### **Conservation Strategy: Relocation**

- Relocate the heritage house to the south, within the property lines.
- Retain the main frontage on West Windsor Road.

### 5.2 FORM, SCALE & MASSING

The overall form, scale and massing of the two-storey house has not been significantly altered. At some point in time the northern portion of the porch on the east elevation was enclosed.

#### **Conservation Strategy: Preservation**

- Preserve the overall form, scale and massing of the building.

### 5.3 FOUNDATIONS

The existing foundation was not reviewed in detail, but it was noted that it consists of granite stone foundation, with red brick masonry units laid in soldier course directly above the stone foundation as it transitions to the exterior wood siding.

The existing foundation will be rehabilitated as part of the façade retention, including necessary seismic reinforcements. Careful attention should be executed to ensure the exterior walls above grade, particularly the front façade, are not damaged during rehabilitation work.

#### **Conservation Strategy: Reconstruction**

- New foundation is proposed after the relocation of the heritage house to the south, within property lines.
- Concrete is a suitable material for new construction.
- Foundations should be reviewed by a Structural Engineer. Once condition is assessed, conservation recommendations can be finalized.
- To ensure the prolonged preservation of the new foundations, all landscaping should be separated from the foundations at grade by a course of gravel or decorative stones, which help prevent splash back and assist drainage. New vegetation may assist in concealing the newly exposed foundations, if desired.



CONSERVATION RECOMMENDATIONS



*Primary façade, Green Gables*



*Secondary basement entrance.*



*Southwest corner of Green Gables. Note brickwork below exterior wood siding along foundation wall.*



*Detail photo showing existing condition of foundation wall.*



## CONSERVATION RECOMMENDATIONS

### 5.4 EXTERIOR WOOD-FRAME WALLS

Green Gables is characterized by traditional wood-frame construction with dimensional lumber. Wood frame construction is one of the most affordable housing construction methods that utilized old growth lumber in the past. The framing type and condition could not be determined during the initial review. Further review is required to confirm that the existing conditions do not have structural implications.

Green Gables also features original wood lap siding. Overall, the wood lap siding is in good condition with minor evidence of deterioration in localized areas that may require minor repairs. The paint is peeling from the wood lap siding in multiple locations.

#### Conservation Strategy: Preservation

- Due to the integrity of wood frame structure, the exterior walls should be preserved through retention and in-situ repair work.
- Preserve the original wood-frame structure of the historic building.
- Preserve original siding on all elevations, if possible, and clean surface for repainting.
- Replace damaged siding to match existing in material, size, profile and thickness.
- Design structural or seismic upgrades so as to minimize the impact to the character-defining elements.
- Utilize Alternate Compliance Methods outlined in the VBBL for fire and spatial separations including installation of sprinklers where possible.



*Primary façade, Green Gables*



- Cleaning procedures should be undertaken with non-destructive methods. Areas with biological growth should be cleaned using a soft, natural bristle brush, without water, to remove dirt and other material. If a more intense cleaning is required, this can be accomplished with warm water, mild detergent (such as Simple Green®) and a soft bristle brush. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances.

#### 5.4.1 OTHER WOOD ELEMENTS

The exterior walls of Green Gables feature a number of original wood elements that contribute to the historic character of the heritage property. This includes: wood moulding and dentil coursing across all elevations; wood window boxes on the front façade with solid scroll cut brackets; fixed shutters on the front façade; square wood pilaster mullions dividing the tripartite window assembly on the west side of the front façade, with wooden keystone detail in the lintel; column-facing at each corner of the shed roof dormer of the front façade; projecting wood sills across all elevations; and vented louvres.

Other than the window boxes, which are generally in poor condition, the original wood elements are in good condition, and should be preserved and repaired, as necessary.

#### **Conservation Strategy: Restoration**

- All exterior wood features should be assessed to determine their full condition.
- Preserve all original woodwork and detailing on the historic house.

- Replace in-kind missing or deteriorated parts of exterior woodwork where there are surviving original elements. New replica wooden elements should match in-kind the old in form and detailing.
- Paint exposed woodwork in historically appropriate colour.

## 5.5 FRONT PORTICO & PORCHES

### 5.5.1 FRONT PORTICO

Green Gables features a hip-roof front portico that is characterized by original ornate wood columns with Romanesque Ionic capitals, detailed scroll cut wood brackets, and tongue-and-groove wood soffit.

The columns are generally in good condition, but are not attached to the brackets above. The scroll cut brackets were briefly reviewed visually and appear to be in good condition. The paint on the tongue-and-groove soffit is peeling, but the wood is in good condition.

#### **Conservation Strategy: Preservation & Restoration**

- Preserve the original hip-roof front portico in its existing configuration.
- Preserve the original wood detailing of the front portico, and repair as necessary.
- Replace in-kind missing or deteriorated parts to match existing condition. New replica should match in-kind the old in form and detailing, and should be constructed out of a visually and physically compatible material to the historic originals.
- Paint exposed woodwork in historically appropriate colour.



## CONSERVATION RECOMMENDATIONS



*Projecting front entryway*



*Existing condition of side porch*

### 5.5.2 SIDE PORCH

Green Gables features a partially-enclosed porch later addition on the east elevation. The side porch is characterized by: simple wood columns with Romanesque Doric capitals; wood porch beams; and tongue-and-groove wood soffit and decking.

At the time of the inspection, the porch columns have localized dry rot, particularly at the base. The northernmost column has been removed from its original location, but the item was found intact, with minor damages, and is stored on site.

The tongue-and-groove decking appears to be in poor condition, showing signs of deterioration in localized area. The soffit is slanting with the beams, but the material appears to be in good condition. The siding on the later enclosure of the north portion of the porch matches the dimensions of the original siding, and has been meticulously aligned.

In general, the porch appears to be structurally unsound, and may need to be demolished and reconstructed to match original historic configuration. Further investigation is required to confirm that the existing conditions do not have structural implications.

#### **Conservation Strategy: Rehabilitation**

- Existing porch should be carefully documented prior to careful dismantling of the existing porch.
- Investigate condition of original wood elements. Salvage sound original wood elements that can be cleaned and reused for reconstruction of side porch as possible.
- Restore the side porch to match original detailing, using salvaged original wood elements, and repair as necessary.
- Replace in-kind missing or deteriorated parts to match existing condition. New replica wooden elements should match in-kind the old in form and detailing.
- Paint exposed woodwork in historically appropriate colour.

*5.5.3 REAR PORCH*

Green Gables features a porch at the rear elevation, and is characterized by: squared, tapered wood columns; wood beams; tongue-and-groove decking and soffit; and a low enclosed balustrade.

The columns appear to be in good condition, but the uneven settling of the porch caused the beams and balustrade to slant and detach from the exterior walls. The soffit also slants with the beams, but the material appears to be in good condition. The decking was covered at the time of the inspection and was not reviewed.

In general, the porch also appears to be structurally unsound, and further investigation is required to confirm that the existing conditions do not have structural implications. A new upper floor deck may be added at this location.

**Conservation Strategy: Demolition**



*Example of dry rot on side porch column base*



*Example of dry rot on side porch*



*Existing condition of rear porch*



## CONSERVATION RECOMMENDATIONS



Tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window



6-over-1 true-divided double-hung windows

## 5.6 FENESTRATION

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

### 5.6.1 WINDOWS

Green Gables features a variety of original wood windows with wood trim and sills, including single, paired and tripartite 6-over-1 true-divided double-hung windows with sash horns; a tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window with ornamented wood mullions with sash horns; fixed true-divided multi-lite windows; multi-partite true-divided multi-lite casement windows; and fixed leaded glass windows. In general, the windows appear to be in good or repairable condition.

During the site review, it was noted that one of the windows had broken lights since the house was vacated. Green Gables is currently vacant and the structure should be temporarily closed up to protect it from the weather and to prohibit unauthorized access.

A comprehensive site protection plan should be developed in discussion between owner, contractor and/or architect. Plan may be reviewed by Heritage Consultant, if desired. Refer to **4.6 Site Protection & Stabilization** for further information.



**Conservation Strategy: Rehabilitation**

- Inspect for condition and complete inventory to determine extent of recommended repair or replacement.
- Retain existing window sashes; repair as required; install replacement matching sashes where missing or beyond repair.
- Preserve and repair as required, using in kind repair techniques where feasible.
- Overhaul, tighten/reinforce joints. Repair frame, trim and counterbalances.
- Each window should be made weather tight by re-puttying and weather-stripping as necessary.
- Retain historic glass, where possible. Where broken glass exists in historic wood-sash windows, the broken glass should be replaced.
- Window repairs should be undertaken by a contractor skilled in heritage restoration.
- Replacement glass to be single glazing, and visually and physically compatible with existing.
- The consultant can review window shop drawings and mock-ups for new windows.
- Prime and repaint as required in appropriate colour, based on colour schedule devised by Heritage Consultant.



*Fixed leaded glass windows*

**5.6.2 DOORS**

Green Gables features original exterior wood doors, which include: front door with inset panels and mail slot; wide side entry door on the east elevation with inset panel and true-divided multi-light window, flanked by twin true-divided, multi-light sidelights with wood bases and inset panels to match the door; and rear double-door assembly with large, true-divided multi-lights. The original exterior wood doors are in good condition, and should be preserved and repaired as necessary.

**Conservation Strategy: Preservation**

- Retain the door openings in their original locations, and preserve and repair all original door.

**5.7 ROOF**

Green Gables is characterized by a jerkinhead cross-gabled roof structure, with returned eaves, shed roof dormers, and swept porch roofs. In general, the roof structure appears to be in good condition, as reviewed from the ground. Further review is required to confirm that the existing conditions do not have structural implications.

The existing roof of Green Gables features replacement asphalt shingles, as well as later gutters and downspouts. In general, these elements are in poor condition, showing signs of visible deterioration, and should be replaced with appropriate materials that are sympathetic to the historic character of the heritage property.

**Conservation Recommendation: Preservation and Rehabilitation**

- Preserve the original roof structure of the historic house.
- If required, roofing membrane and cladding system may be rehabilitated. Cedar shingles are the preferred material, but Duroid shingles or Aged Cedar Enviroshingles™ are also acceptable.

## CONSERVATION RECOMMENDATIONS

- Retain the original wood elements. If required, repair or replace in-kind damaged or missing wood elements such as bargeboards, soffits, raftertails, and trim.
- Design and install adequate rainwater disposal system and ensure proper drainage from the site is maintained. Wood gutters with galvanized steel downspouts are recommended. Aluminum in appropriate colours is also acceptable. Paint or provide specification of drainage system elements according to colour schedule devised by Heritage Consultant.

### 5.7.1 BRICK CHIMNEY

Green Gables features three original brick chimneys with later concrete caps, and are rendered in later rough-cast stucco. Upon visual observation from the ground, it is noted that the stucco render is in poor condition, with notable signs of deterioration in the form of staining, biological growth, cracking, and peeling in localized areas, exposing some of the original red brick masonry units beneath. Further investigation of the brickwork underneath is required to determine if the existing conditions do not have structural implications.

#### **Conservation Recommendation: Rehabilitation**

- Preserve the chimney in its original configuration, if possible, and replace later concrete caps with historically appropriate chimney cap. Alternatively, reconstruct chimney with salvaged bricks to match historic appearance above the roofline, if unable to be retained in situ due to structural reasons.
- Existing chimney should be carefully documented prior to careful dismantling of the existing chimney.
- Remove unsympathetic stucco rendering.
- Investigate condition of brickwork. If required, brickwork may be repointed and cleaned using a natural bristle brush and mild rinse detergent.
- Cleaning, repair and repointing specifications to be reviewed by Heritage Consultant.



*Detail photos showing typical deteriorated condition of asphalt-shingled roof along gutter and eaves.*



*Typical existing condition of exterior brick chimney with later rough-cast stucco.*

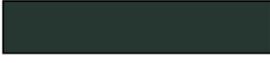


### 5.8 EXTERIOR COLOUR SCHEDULE

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

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

**PRELIMINARY COLOUR TABLE: GREEN GABLES, 114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER, BC**

Element	Colour*	Code	Sample	Finish
Exterior walls & Trim, Soffits, Columns, & other wood elements	50% Oxford Ivory	VC-01		Semi-Gloss
Shutters & Window Sash	Vancouver Green	VC-20		Eggshell
Doors	Stained & Varnished Siko "Teak"	-		Semi-transparent
Decking	Edwardian Porch Grey	VC-26		Alkyd Enamel or Polyurethane
Chimney Bricks	Unpainted	-	-	-

\*Paint colours come from Benjamin Moore's *Historical Vancouver True Colours*

## 6.0 MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the Green Gables. The Maintenance Plan should include provisions for:

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

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

### 6.1 MAINTENANCE GUIDELINES

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

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

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

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

### 6.2 PERMITTING

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

### 6.3 ROUTINE, CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the *Standards & Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle that recommends "using the gentlest means possible". Any cleaning procedures should be undertaken on a routine basis and should be undertaken with non-destructive methods. Cleaning should be limited to the exterior material such as concrete and stucco wall surfaces and wood elements such as storefront frames. All of these elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive



cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

#### 6.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

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

- An approach of minimal intervention must be adopted – where intervention is carried out it will be by the least intrusive and most gentle means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

#### 6.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

From this inspection, an inspection report should be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise. Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked. Major issues of concern should be extracted from the report by the property manager.

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

#### 6.6 INFORMATION FILE

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

## MAINTENANCE PLAN

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

### 6.6.1 LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building. Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity.

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

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

## 6.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings.

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

### 6.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the Green Gables, such as water/moisture penetration, material deterioration and structural deterioration. This does not include interior inspections.

#### EXTERIOR INSPECTION

##### Site Inspection:

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

##### Foundation

- Does pointing need repair?
- Is bedding mortar sound?
- Moisture: Is rising damp present?
- Is there back splashing from ground to structure?
- Is any moisture problem general or local?
- Is damp proof course present?
- Are there shrinkage cracks in the foundation?
- Are there movement cracks in the foundation?
- Is crack monitoring required?
- Is uneven foundation settlement evident?



- Are foundation crawl space vents clear and working?
- Do foundation openings (doors and windows) show: rust; rot; insect attack; paint failure; soil build-up;
- Deflection of lintels?

**Wood Elements**

- Are there moisture problems present? (Rising damp, rain penetration, condensation moisture from plants, water run-off from roof, sills, or ledges?)
- Is wood in direct contact with the ground?
- Is there insect attack present? Where and probable source?
- Is there fungal attack present? Where and probable source?
- Are there any other forms of biological attack? (Moss, birds, etc.) Where and probable source?
- Is any wood surface damaged from UV radiation? (bleached surface, loose surface fibres)
- Is any wood warped, cupped or twisted?
- Is any wood split? Are there loose knots?
- Are nails pulling loose or rusted?
- Is there any staining of wood elements? Source?

**Condition of Exterior Painted Materials**

- Paint shows: blistering, sagging or wrinkling, alligatoring, peeling. Cause?
- Paint has the following stains: rust, bleeding knots, mildew, etc. Cause?
- Paint cleanliness, especially at air vents?

**Front Portico & Porches:**

- Are steps safe? Handrails secure?
- Do any support columns show rot at their bases?
- Attachment – are porches, steps, etc. securely connected to the building?

**Windows**

- Is there glass cracked or missing?
- Are the seals of double glazed units effective?
- If the glazing is puttied has it gone brittle and cracked? Fallen out? Painted to shed water?
- If the glass is secured by beading, are the beads in good condition?
- Is there condensation or water damage to the paint?
- Are the sashes easy to operate? If hinged, do they swing freely?
- Is the frame free from distortion?
- Do sills show weathering or deterioration?
- Are drip mouldings/flushing above the windows properly shedding water?
- Is the caulking between the frame and the cladding in good condition?

**Doors**

- Do the doors create a good seal when closed?
- Do metal doors show signs of corrosion?
- Is metal door sprung from excessive heat?
- Are the hinges sprung? In need of lubrication?
- Do locks and latches work freely?
- If glazed, is the glass in good condition? Does the putty need repair?
- Are door frames wicking up water? Where? Why?
- Are door frames caulked at the cladding? Is the caulking in good condition?
- What is the condition of the sill?

**Gutters and Downspouts**

- Are downspouts leaking? Clogged? Are there holes or corrosion? (Water against structure)
- Are downspouts complete without any missing sections? Are they properly connected?
- Is the water being effectively carried away from the downspout by a drainage system?
- Do downspouts drain completely away?

## MAINTENANCE PLAN

### Roof

- Are there water blockage points?
- Is the leading edge of the roof wet?
- Is there evidence of biological attack? (Fungus, moss, birds, insects)
- Are wood shingles wind damaged or severely weathered? Are they cupped or split or lifting?
- Are the nails sound? Are there loose or missing shingles?
- Are flashings well seated?
- Are metal joints and seams sound?
- If there is a lightning protection system are the cables properly connected and grounded?
- Does the soffit show any signs of water damage? Insect or bird infestation?
- Is there rubbish buildup on the roof?
- Are there blisters or slits in the membrane?
- Are the drain pipes plugged or standing proud?
- Are flashings well positioned and sealed?
- Is water ponding present?

### INTERIOR INSPECTION

#### Basement

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

### 6.7.2 MAINTENANCE PROGRAMME

#### INSPECTION CYCLE:

##### Daily

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

##### Semi-annually

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

##### Annually (Spring)

- Inspect concrete for cracks, deterioration.
- Inspect metal elements, especially in areas that may trap water.
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation.
- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.
- Touch up worn paint on the building's exterior.
- Check for plant, insect or animal infestation.
- Routine cleaning, as required.

##### Five-Year Cycle

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

##### Ten-Year Cycle

- Check condition of roof every ten years after last replacement.

##### Twenty-Year Cycle

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

##### Major Maintenance Work (as required)

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



## APPENDIX A: RESEARCH SUMMARY

**HISTORIC NAME:** Green Gables  
**CURRENT ADDRESS:** 114 West Windsor Road  
**ORIGINAL RESIDENTS:** Robert Gibson  
**ARCHITECT:** James C. Mackenzie  
**CONSTRUCTION DATE:** 1915

- Commonwealth Historic Resource Management Limited. *District of North Vancouver Heritage Inventory* Rep. District of North Vancouver: Corporation of the District of North Vancouver, 1993. Print.
- Foundation Group Designs. *Heritage Inventory, the Corporation of the District of North Vancouver*. Rep. District of North Vancouver: Corporation of the District of North Vancouver, 1988. Print.

**Schedule "B"**  
**Draft Subdivision Plan**

**PROPOSED SUBMISSION PLAN OF  
LOT A PLAN 5811 AND LOT G PLAN 2954  
BOTH OF THE NORTH 1/2 OF LOT F  
BLOCKS 4 TO 13  
DISTRICT LOT 2026  
GROUP 1 NEW WESTMINSTER DISTRICT**

PLAN EPP\_ \_ \_

BCGS 92G.035



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF  
THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH  
BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

**INTEGRATED SURVEY AREA No. 16,  
(DISTRICT OF NORTH VANCOUVER)**

**NAD83 (CSRS) 4.0,0,BC,1,GVRD**

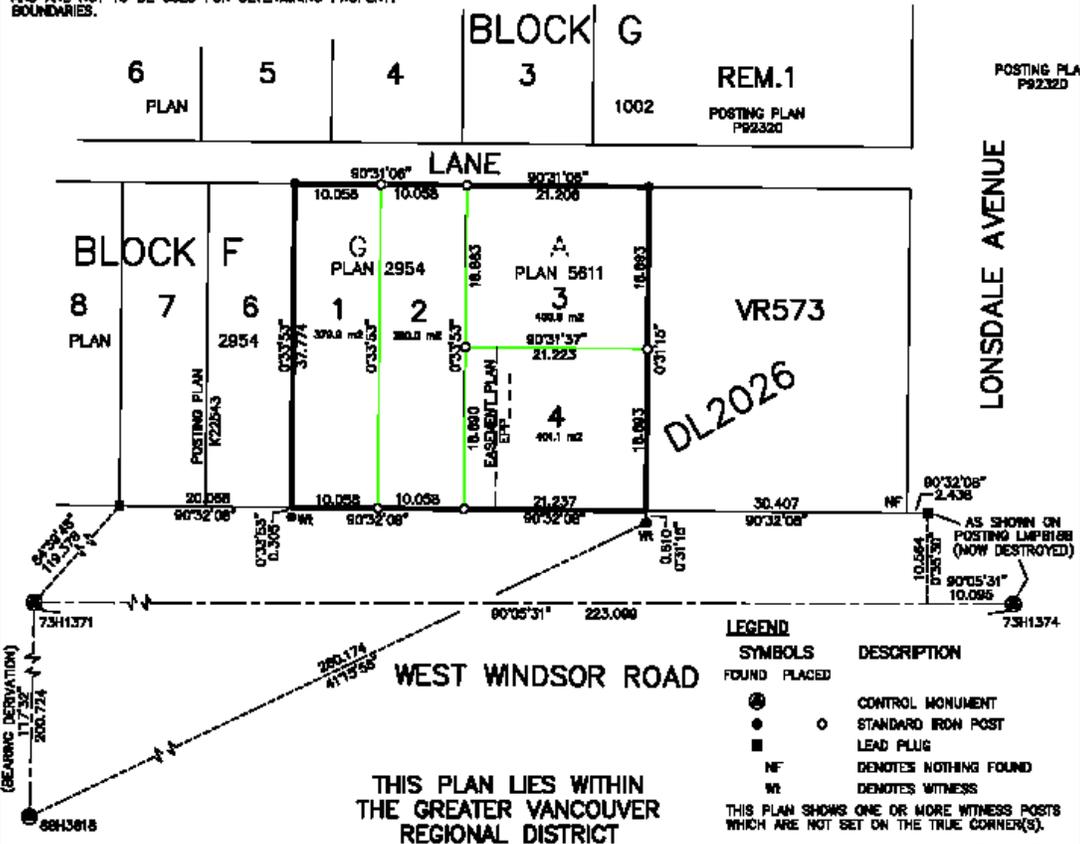
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS  
BETWEEN GEODETIC CONTROL MONUMENTS 88H3818  
AND 73H1371

THE UTM COORDINATES AND ESTIMATED HORIZONTAL  
POSITIONAL ACCURACY ARE DERIVED FROM THE MASCOT  
PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR  
GEODETIC CONTROL MONUMENTS 88H3818 AND 73H1371

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF  
0.9995766 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS 88H3818 AND 73H1371.

POINT	UTM N	UTM E	COMBINED FACTOR
73H1371	5485070.975	494550.468	0.9995774
88H3818	5484870.387	494448.941	0.9995787

NOTE: COORDINATES ARE FOR MAPPING PURPOSES ONLY  
AND ARE NOT TO BE USED FOR DETERMINING PROPERTY  
BOUNDARIES.



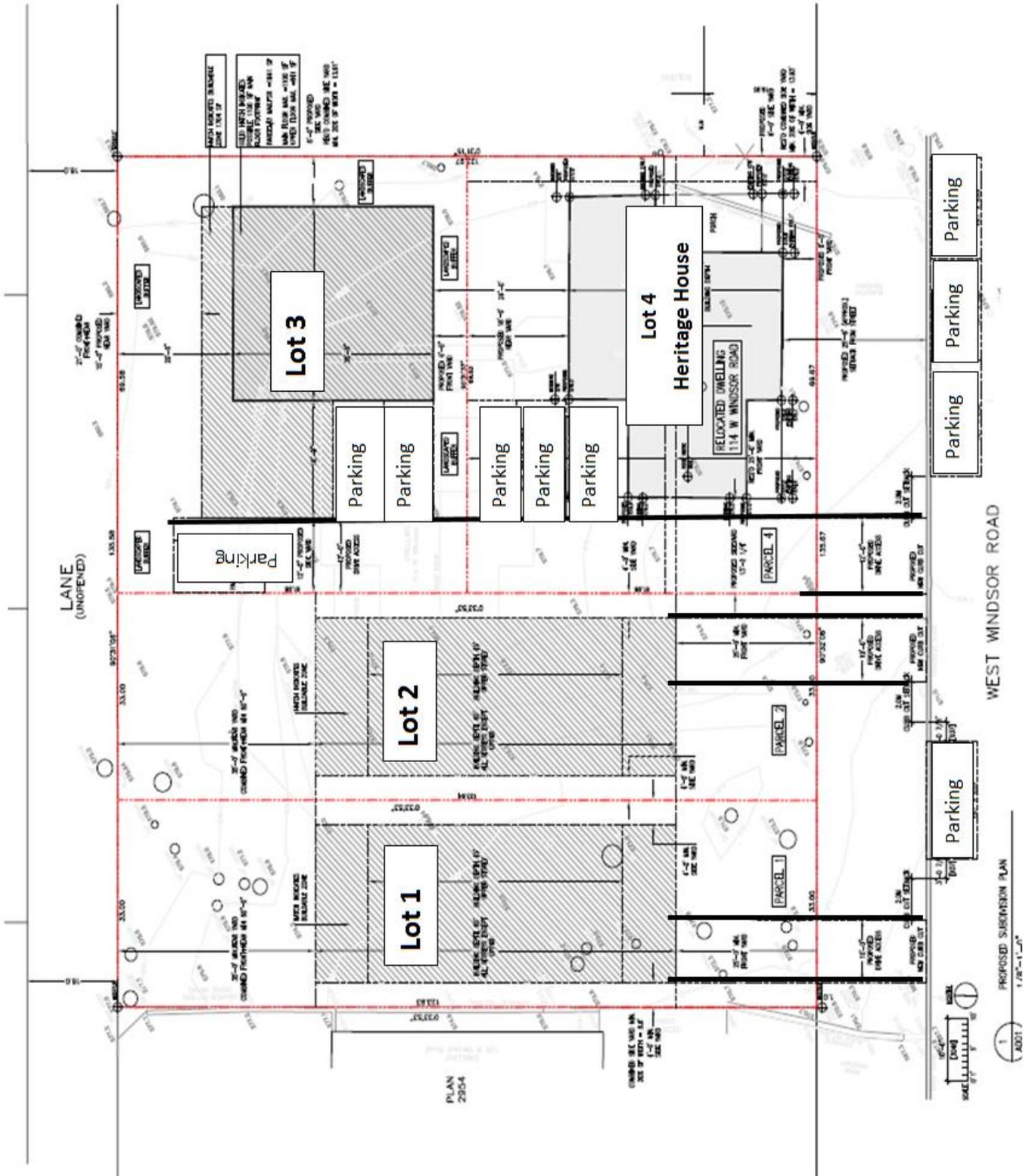
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE \_\_\_\_\_ TH DAY OF \_\_\_\_\_ 2016,  
GRAHAM RANKINE, BOLS #922

JOB: 19079 FB: 513 P.49  
FILE: \_\_\_\_\_ COMP: 160765\_PRO

RANKINE LAND SURVEYING LTD.  
300 - 1000 WEST 14TH STREET  
NORTH VANCOUVER, BC V7P 3P3  
TEL: 604-857-7772

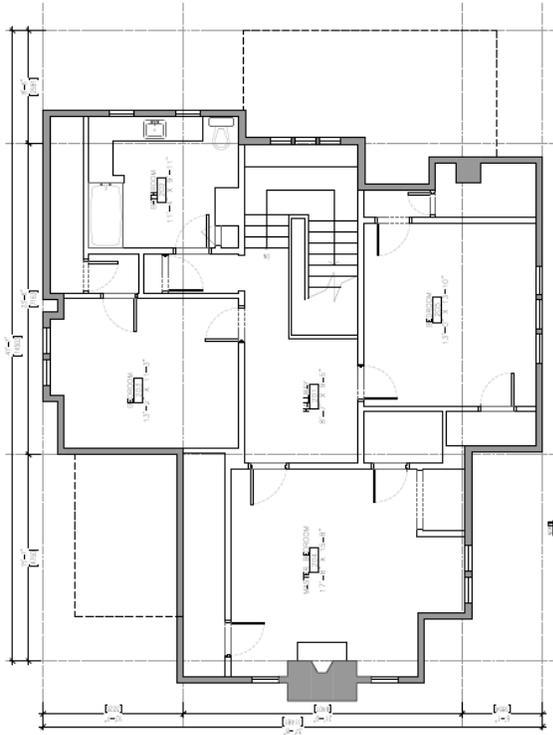
**Schedule "C"**  
**Site Plan**

# Site Plan



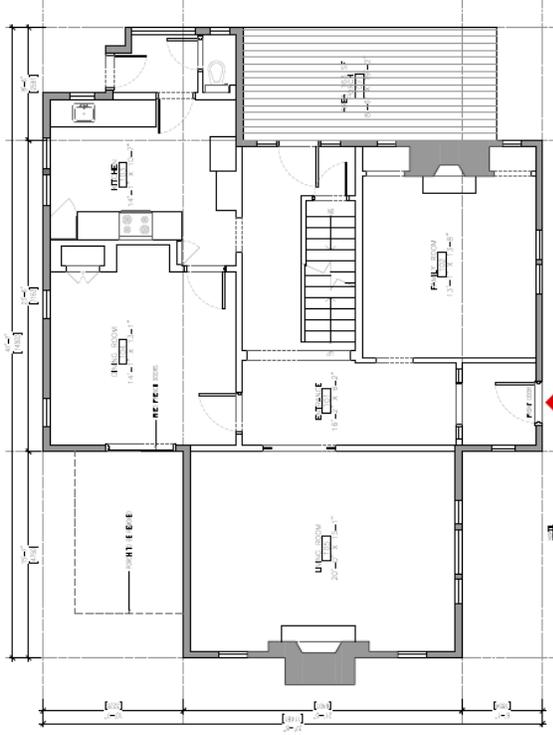
**Schedule "D"**  
**Heritage House Plans**



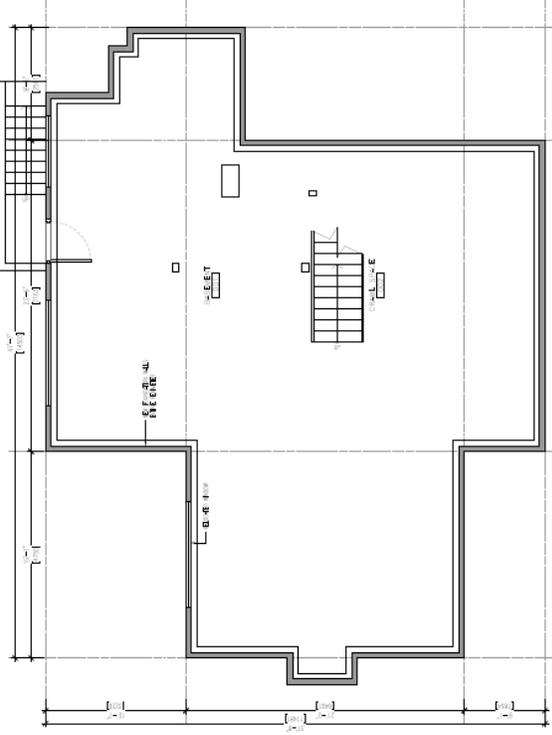


1st FLOOR PLAN - HERITAGE HOUSE  
 SCALE: 1/4" = 1'-0"

SUMMARY  
 1st FLOOR AREA: 1325 SF  
 2nd FLOOR AREA: 2096 SF  
 TOTAL AREA: 3421 SF



2nd FLOOR PLAN - HERITAGE HOUSE  
 SCALE: 1/4" = 1'-0"



3rd FLOOR PLAN - HERITAGE HOUSE  
 SCALE: 1/4" = 1'-0"

114 WEST WINDSOR ROAD  
 NORTH VANCOUVER, BC

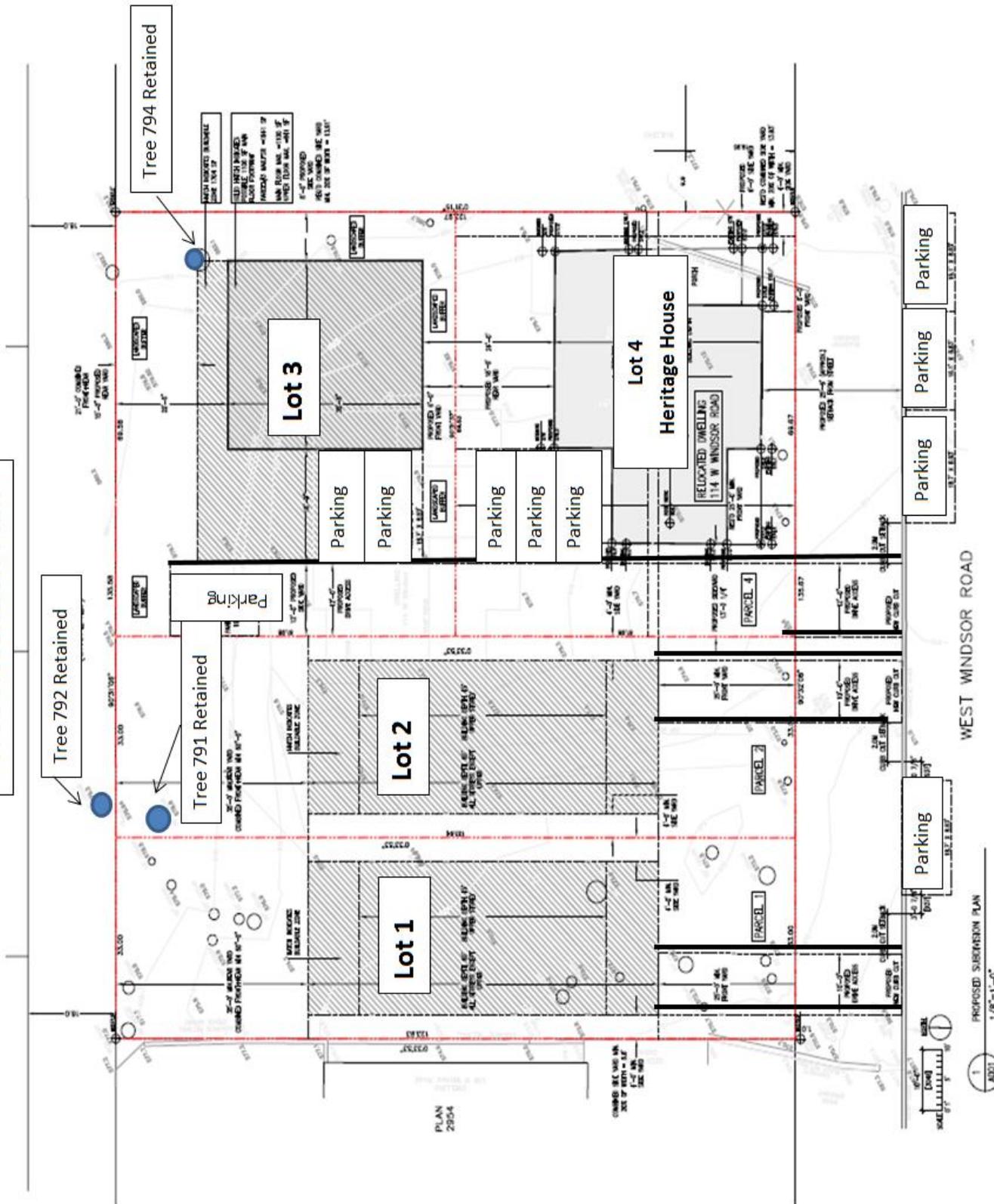
co.lab  
 architecture inc.  
 1140 WEST WINDSOR ROAD  
 VANCOUVER, BC  
 V6P 1A1

SUBMISSION  
 HERITAGE HOUSE - FLOOR PLANS

DATE: 10/1/2017  
 DRAWING NO.: A002  
 SHEET NO.: 167

**Schedule "E"**  
**Trees to be Protected and Preserved**

# Tree Retention Plan



# The Corporation of the District of North Vancouver

## Bylaw 8188

A bylaw to designate property as heritage property

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The Council for The Corporation of the District of North Vancouver enacts as follows:

### 1. Citation

This bylaw may be cited as "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)".

### 2. Heritage Designation Protection

2.1 The Council designates the following as protected heritage property pursuant to Section 611 of the *Local Government Act*:

- (a) the lands in the District of North Vancouver and legally described as: No PID, Lot 4, Blocks 4 to 13, District Lot 2026, Group 1 NWD, Plan EPP \_\_\_\_\_; and,
- (b) the exterior portion of the building on the Lands on the plans attached to this bylaw as Schedule A (the "Retained Structure").

### 3. Authority to Issue Heritage Alteration Permit

3.1 Pursuant to Section 617 of the *Local Government Act*, the Council delegates to the General Manager - Planning, Properties & Permits the authority to issue heritage alteration permits to authorize interior and exterior alterations of the Retained Structure not otherwise permitted by this bylaw, provided that the alterations, including the materials used and the design, colour and texture are in the opinion of the General Manager – Planning, Properties & Permits appropriate to the general period and style for the building.

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**PUBLIC HEARING** held on the 13<sup>th</sup> day of September, 2016.

**READ** a second time **as amended**

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

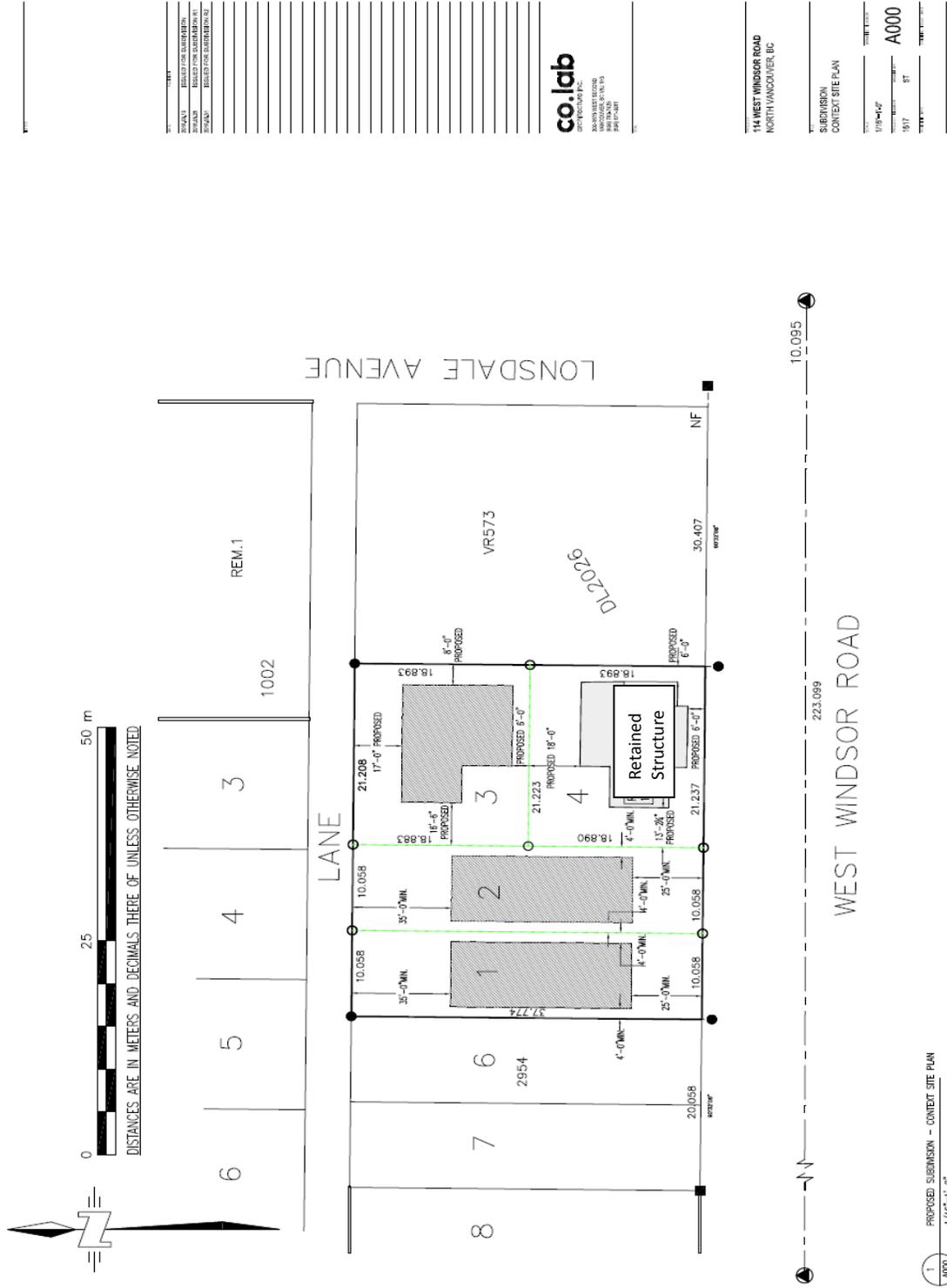
Certified a true copy

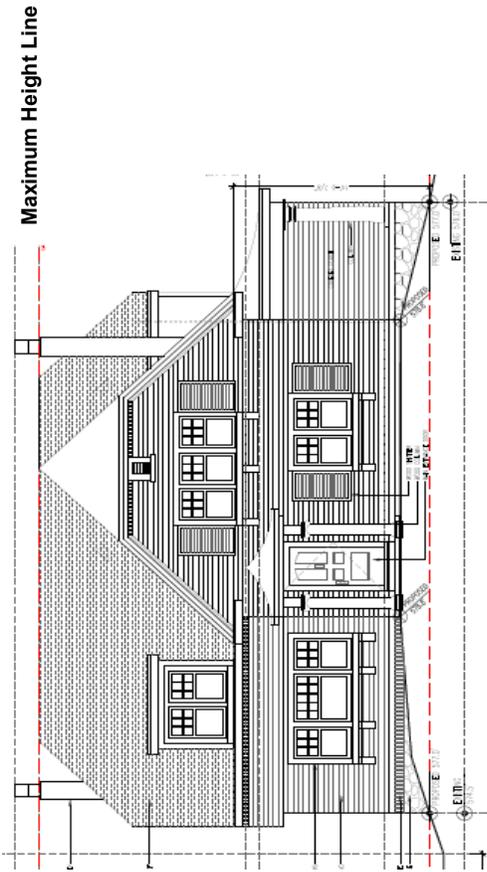
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Municipal Clerk

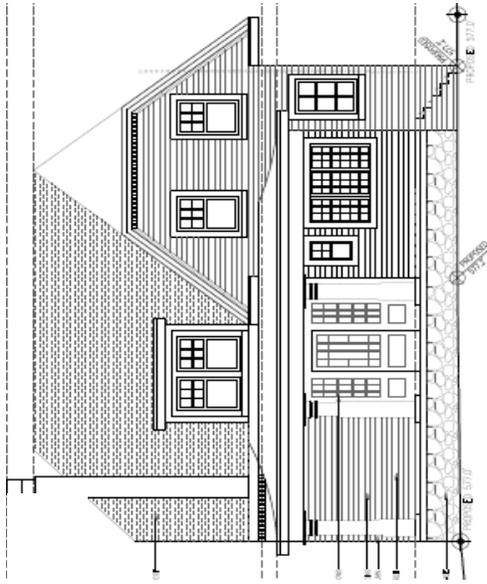
# Schedule A to Bylaw 8188

## RETAINED STRUCTURE

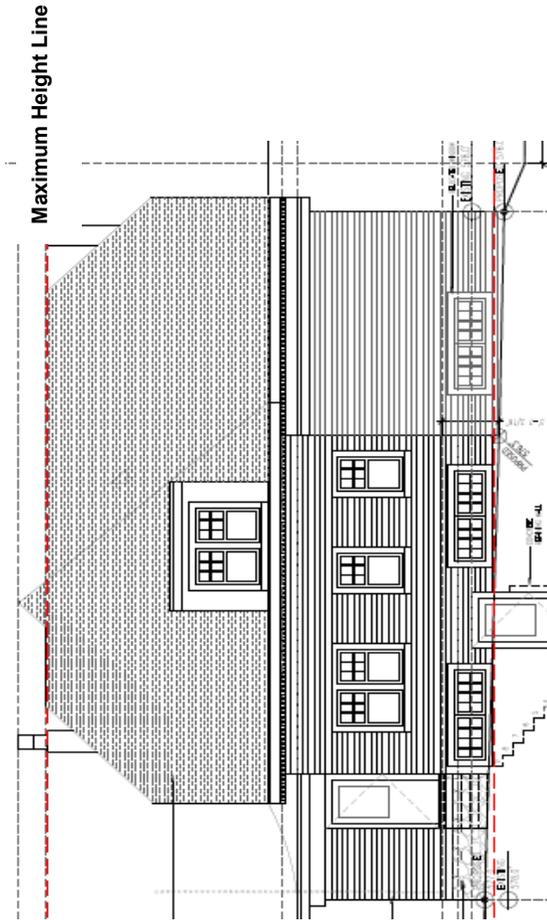




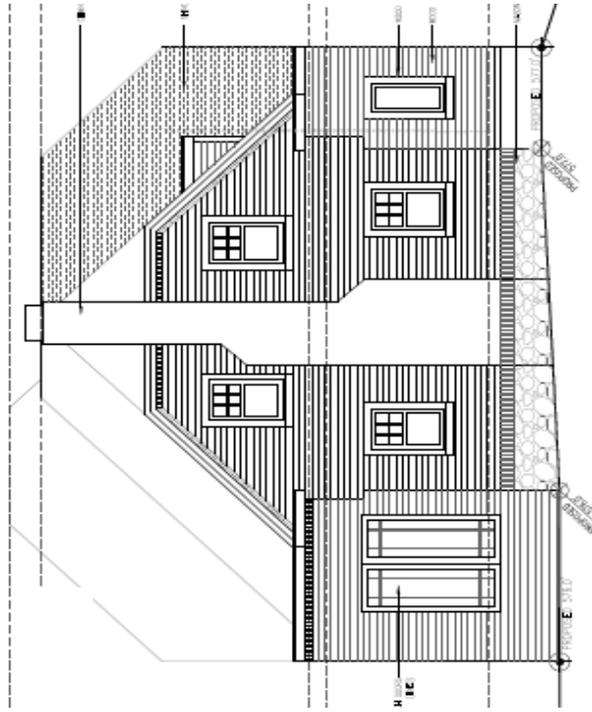
South Elevation



East Elevation



North Elevation



West Elevation

**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, September 13, 2016 commencing at 7:00 p.m.

**Present:** Mayor R. Walton  
Councillor R. Bassam  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn  
Councillor L. Muri (7:02 pm)

**Absent:** Councillor M. Bond

**Staff:** Ms. J. Paton, Manager – Development Planning  
Ms. L. Brick, Deputy Municipal Clerk  
Ms. K. Larsen, Planner  
Ms. S. Vukelic, Confidential Council Clerk

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**Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables**

*Purpose of Bylaw:*

Bylaw 8187 authorizes entry into a Heritage Revitalization Agreement which will secure the permanent protection of Green Gables and permit subdivision into four lots.

**Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)**

*Purpose of Bylaw:*

Bylaw 8188 proposes to designate Green Gables as a protected heritage property.

**1. OPENING BY THE MAYOR**

Mayor Walton welcomed everyone and advised that the purpose of the Public Hearing was to receive input from the community and staff on the proposed bylaws as outlined in the Notice of Public Hearing.

In Mayor Walton's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaws will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use of the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Speakers will have five minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;

- Any additional presentations will only be allowed at the discretion of the Chair;
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night.

Councillor MURI arrived at this point in the proceedings.

Ms. Linda Brick, Deputy Municipal Clerk stated that:

- The binder containing documents and submissions related to this bylaw is available on the side table to be viewed; and,
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

## 2. INTRODUCTION OF BYLAW BY CLERK

Ms. Linda Brick, Deputy Municipal Clerk, introduced the proposed bylaws stating that Bylaw 8187 authorizes entry into a Heritage Revitalization Agreement which will secure the permanent protection of Green Gables and permit subdivision into four lots. She further advised that Bylaw 8188 proposes to designate Green Gables as a protected heritage property.

## 3. PRESENTATION BY STAFF

Ms. Kathleen Larsen, Planner, provided an overview of the proposal elaborating on the Clerk's introduction:

- The Green Gables House is a Colonial Revival style house constructed in 1915 and is on the District's Heritage Register;
- The distinctive profile of the house includes tall chimneys, jerkin-headed roofs, bell cast detailing of the porches and iconic columns marking the front entry;
- The original owner was a Scottish-born printer named Robert Gibson;
- A Heritage Revitalization Agreement (HRA) is a formal voluntary agreement negotiated between the municipality and the owners of a heritage property requiring approval from Council. Through this type of an agreement, Part 15 – Heritage Conservation of the *Local Government Act* establishes a number of ways a municipality can protect its heritage resources using a variety of temporary and permanent protection measures including the Heritage Revitalization Agreements such as proposed for Green Gables;
- The primary objective of an HRA and an accompanying Designation Bylaw is to legally protect a heritage building;
- The current application includes two existing lots that are located in the Upper Lonsdale area and are designated as Detached Residential in the Official

- Community Plan and are zoned Residential Single-Family Norwood Queens (RSNQ);
- Green Gables, the heritage house to be protected under the proposed bylaws, straddles the centre lot line of the two properties;
  - The west lot is 66 ft. in width and 8,179 sq. ft. in area while the east lot is slightly larger at 69.7 ft. in width and 8631 sq. ft. in area;
  - Under the RSNQ zoning, each lot would allow for the construction of two new single-family houses ranging from 3,200 sq. ft. to 3300 sq. ft. plus a basement area;
  - The subject site is located in Small Lot Infill Area 10, which could allow for the subdivision of the property into four 10 m. wide lots similar to other properties to the west along the 100 Block of West Windsor Road;
  - As an alternative to the subdivision of the property into four 10 m. lots and demolition of the heritage house, the HRA proposes a four lot subdivision that would retain the heritage house and move it to Lot 4 where it would receive maximum exposure;
  - Access to Lots 1 and 2 would be from two separate driveways on West Windsor Road;
  - Access to Lots 3 and 4 would have a shared driveway from West Windsor Road;
  - The proposed subdivision will not include:
    - Access to the rear laneway to the north of the property;
    - Any removal or disruption of trees in the laneway; nor,
    - Allowance of secondary suites in any of the dwellings on the properties.
  - Houses on Lots 1 and 2 will continue with the small lot pattern to the west along West Windsor Road and be subject to a covenant for a unique house design and house three will have reduced front and rear setbacks with the landscape buffer to provide separation and privacy from Lot 4;
  - The design of the Lot 3 house will be reviewed by the General Manager of Planning to ensure compatibility with the heritage house prior to subdivision;
  - Green Gables will be moved to the proposed Lot 4 and will require reduced front and rear setbacks as well as exceeding the permitted floorspace permitted on the lot by 653 sq. ft. and the permitted house height by 2.2 ft.;
  - Lots 1, 2 and 3 will comply with the house sizes permitted under the RSNQ zoning requirements;
  - The revised site plan proposes three driveways placed to allow more on-street parking;
  - The on-street parking will be allowed for anyone parking in the neighbourhood, in addition the applicant has also amended the site plan to allow for three parking stalls on Lots 3 and 4 although no secondary suites are proposed nor permitted;
  - A neighbourhood meeting was held on July 13, 2016 and questions were addressed regarding the impact of on-street parking from the development and the retention of trees on the property;
  - Residents' concerns were reviewed and District staff have advised that an existing "No Parking" area in front of 111 West Windsor Road can be amended to allow at least one additional on-street parking space;
  - In response to questions about tree retention at the meeting, the applicant has submitted a landscape plan developed in consultation with neighbours;
  - A final landscape plan will be submitted prior to subdivision;
  - The proposed HRA to allow for subdivision of the property into four lots will achieve the heritage designation and legal protection for "Green Gables"; and,

- To ensure the on-going maintenance of the designated Green Gables, a Statement of Significance and Conservation and Maintenance Plan has been prepared and submitted by a qualified Heritage Consultant.

#### 4. PRESENTATION BY APPLICANT

##### **Mr. Ryan Deakin, 800 Block, East 3<sup>rd</sup> Street:**

- Noted the extensive community consultation that has taken place and that he has worked with the community to address their concerns regarding the landscaping and parking concerns;
- Advised family's eagerness to restore the Green Gables house and move into the neighbourhood;
- Thanked Council for their time and consideration; and,
- Advised that the inside of the house is in better condition than the outside in response to a question regarding relocation of the house.

#### 5. REPRESENTATIONS FROM THE PUBLIC

##### **5.1. Ms. Margo Hurren, 400 Block East Keith Road: IN FAVOUR**

- Advised that she is related to the owner of the subject property;
- Expressed concerned regarding the safety of the heritage house and the garbage being left on the lot; and,
- Asked that Council consider expediting the process by giving the Bylaws second and third reading together.

##### **5.2. Mr. Donato D'amici, 300 Block East Windsor Road: IN FAVOUR**

- Spoke in favour of the preservation of heritage homes and the establishment of Heritage Revitalization Agreements (HRA's).

##### **5.3. Mr. Aslaam Allodina, 100 Block West Windsor Road: IN FAVOUR**

- Spoke in Support of the proposed development and the benefits of HRA's; and,
- Requested that Lots 1 and 2 have a unique design covenant to ensure they do not mirror each other and look aesthetically different from the heritage house; and,
- Indicated his support for the tree retention plan submitted by the applicant.

Staff advised that the Approving Officer follows Best Practice Guidelines and that it is standard to require a unique design covenant for all subdivisions. It was noted that it is standard for the applicant and staff to engage and work with neighbours throughout a subdivision process.

##### **5.4. Ms. Jennifer Clay, 700 Block East 8th Street: IN FAVOUR**

- Spoke on behalf of the North Shore Heritage Society in support of the proposed development;
- Noted the unique features on the heritage house; and,
- Expressed appreciation for the early public consultation that was held regarding the application.

- 5.5. Ms. Leanne Sexton, 100 Block West Windsor Road: IN FAVOUR**
- Spoke in support of the proposed application;
  - Commented on the notification process and requested that the HRA notification range be expanded to include a whole subject block;
  - Expressed concerns regarding traffic management during construction; and,
  - Queried the state of the application if the heritage house is damaged in the move.

In response to a question from Council, staff advised that a condition of the agreement would be that the heritage house would have to be moved prior to subdivision approval; however, the subject property currently is zoned for a four lot subdivision subject to the Approving Officer's approval.

Staff advised that construction management is part of the building permit and construction process.

It was also noted that the District Inspectors monitor construction sites for conflicts in regards to concerns with traffic.

- 5.6. Mr. Rodney Brickle, 200 Block West Windsor Road: IN FAVOUR**
- Spoke in support of the application;
  - Requested the notification range be expanded for new developments; and,
  - Expressed concern with the state of the heritage house after the relocation process.

- 5.7. Mr. Bill Hudson, 100 Block West St. James Road: IN FAVOUR**
- Expressed gratitude for the extensive public consultation put forth by the applicant; and,
  - Spoke in support of the proposed development.

- 5.8. Mr. Alec Caluck, 100 Block West Windsor Road: IN FAVOUR**
- Spoke in support of the proposed development; and,
  - Requested that staff reconsider optimizing the parking situation on the south side of West Windsor Road.

## **6. QUESTIONS FROM COUNCIL**

Staff advised that a jerk headed cross gable refers to the way the top of the shape of the roof sits at the front of the house.

Council queried the condition of the heritage house and whether it could be moved. The applicant advised that the inside of the house is in better condition than the outside and that the move is a short distance which will minimize any negative impact.

Staff advised that the Heritage Conservation Plan will provide guidelines for any re-building concerns.

Staff confirmed that SLIA designation came into effect in the 1980's. It is common for many homes in the District to straddle two lot lines. The zoning was adopted in the 1990's and sub division patterns, on a broad based scale were considered when

establishing neighbourhood zoning regulations for SLIA's. It was noted that the application is located in a SLIA and that there are three designated SLIA's in the RSNQ zone.

**7. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MURI**

THAT the September 13, 2016 Public Hearing be closed;

AND THAT "Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables" and "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)" be returned to Council for further consideration.

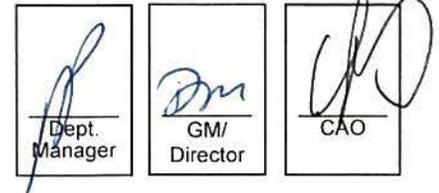
**CARRIED**  
(7:47 p.m.)

**CERTIFIED CORRECT:**



Confidential Council Clerk

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>July 26, 2016</u>
<input type="checkbox"/> Committee of the Whole	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

July 14, 2016  
File: 3060/20/32.16

**AUTHOR:** Kathleen Larsen, Community Planner

**SUBJECT:** Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)

### RECOMMENDATION

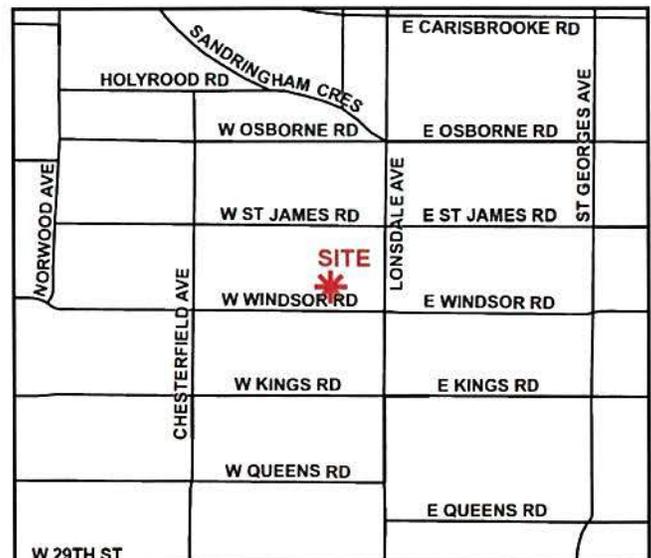
It is recommended THAT:

1. Bylaw 8187 to allow for the subdivision and redevelopment of the property under a Heritage Revitalization Agreement, be given First Reading; and
2. Bylaw 8188 to allow for the Heritage Designation of the heritage house be given First Reading; and
3. Bylaws 8187 and 8188 be referred to a Public Hearing.

### SUMMARY:

A Heritage Revitalization Agreement application has been submitted for 114 West Windsor Road to allow for subdivision of the property into four lots. Through the proposed bylaws the District would achieve heritage designation and permanent protection of the "Green Gables" a District Heritage Register house proposed to be retained on Lot 4.

A Statement of Significance and Conservation and Maintenance Plan from a Heritage Consultant supports the Heritage Revitalization Agreement and Heritage Designation.



**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

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**Site and Surrounding Area:**

The property is located in the Upper Lonsdale neighbourhood, is designated as Single-Family Residential Level 2 (RES2) in the Official Community Plan, and is zoned Residential Single-Family North Queens (RSNQ). It is not in any designated Development Permit Areas. It is in a Small Lot Infill Area 10 (SLIA 10) which allows for subdivision of the lots.



The subject property consists of two legal lots. The western lot is 20.1m (66 ft) in width, 37.8m (124 ft) in depth and 759.9m<sup>2</sup> (8179 sq ft) in area. The eastern lot is slightly larger at 21.2m (69.7 ft) in width, 37.8m (124 ft) in depth and 801.8m<sup>2</sup> (8631 sq ft) in area. The heritage house "Green Gables" straddles the centre lot line in the middle of the property.

Surrounding development consists of single-family properties zoned RSNQ to west, southwest and north. Directly adjacent to the east and across the street to the southeast are multi-family properties zoned Low-Rise Residential Zone 2 (RL2).

## **BACKGROUND**

“Green Gables” was constructed in 1915 and is listed on the District’s Heritage Register. The house demonstrates the influence of the Colonial Revival style. A distinctive profile is provided by the tall chimneys, jerkin-headed roofs, the bellcast detailing of the porches and the iconic columns marking the front entry. The first owner was Scottish-born Robert Gibson, a printer for the News-Advertiser.



The owner of the property submitted a demolition permit application on August 7, 2015 to allow for the demolition of the

heritage house. In accordance with the District’s Heritage Procedures Bylaw this demolition permit could not be issued until building permits and any other necessary approvals (i.e. soil and tree permits) have been issued to allow the development of the two lots.

On September 14, 2015 Council passed a motion directing staff to continue withholding the demolition permit and authorized staff to order a Heritage Inspection. The Heritage Inspection was conducted in September 2015.

As the property was for sale it was hoped that a potential new owner could be encouraged to work with staff to explore development options for the property that would allow for the retention of the heritage house. The applicant is purchasing the site and is pursuing a Heritage Revitalization Agreement (HRA) proposal that would allow subdivision of the property into 4 lots with restoration and designation of the heritage house.

A Heritage Revitalization Agreement (HRA) is a formal voluntary agreement negotiated between a municipality and the owners of a heritage house requiring approval from Council. Through this type of agreement, the *Local Government Act* allows a municipality to negotiate among other items, variances to the zoning and subdivision requirements that pertain to the property. The agreement may also outline the duties, obligations and benefits negotiated by both parties to the agreement. In this case the primary District objective is to retain and designate the heritage house on the property.

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

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An HRA is required to allow for the proposal as:

- The retained heritage house on Lot 4 will exceed the floorspace permitted on the lot under the RSNQ zoning requirements
- The retained heritage house on Lot 4 is will exceed the permitted principal building height permitted under the RSNQ zoning requirements.
- The front and rear setbacks for house on Lot 3 and the heritage house on Lot 4 do not meet the requirements of the Zoning Bylaw
- An HRA process will achieve, as a primary objective, the designation and permanent protection of a District Heritage Register House (Green Gables)

The HRA will ensure that the integrity of the heritage house is not compromised and can be maintained over an extended period of time. Under the designation bylaw any future change to the heritage house will require a Heritage Alteration Permit approved by the District's General Manager of Planning, Properties and Permits.

A Statement of Significance prepared by Heritage Consultant Donald Luxton has been submitted by the applicant in support of the Heritage Designation and the HRA proposal. A final Conservation and Maintenance Plan will be submitted prior to Public Hearing and attached as Schedule A to the Heritage Revitalization Agreement.

**EXISTING POLICY:**

The subject property is designated "Detached Residential" in the District Official Community Plan and for reference as "Low Density Residential" in the" North Lonsdale Delbrook Official Community Plan. The lot is zoned RSNQ (Single-Family Norwood Queens).

The proposal is consistent with Policy 6.5.4 of the District's Official Community Plan that stipulates an objective to ensure a clear sense of identity and links to the past present and future and specifically to:

*6.5. 4. Encourage the protection and enhancement of building and sites which have historic significance to the community by exploring opportunities to use the tools and incentives available under the Local Government Act.*

**Small Lot Infill Area (SLIA)**

The property is also within a Small-Lot Infill Area 10 (SLIA) which could provide for subdivision of the two existing lots into four smaller 10m (33 ft) lots similar to other properties to the west of the property along West Windsor Road or any layout that proposes a minimum of 10m of lot frontage. This could include the lot layout proposed by the HRA application but without the retention of the heritage house and the required allowances for the heritage house size, setback and height variances.

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

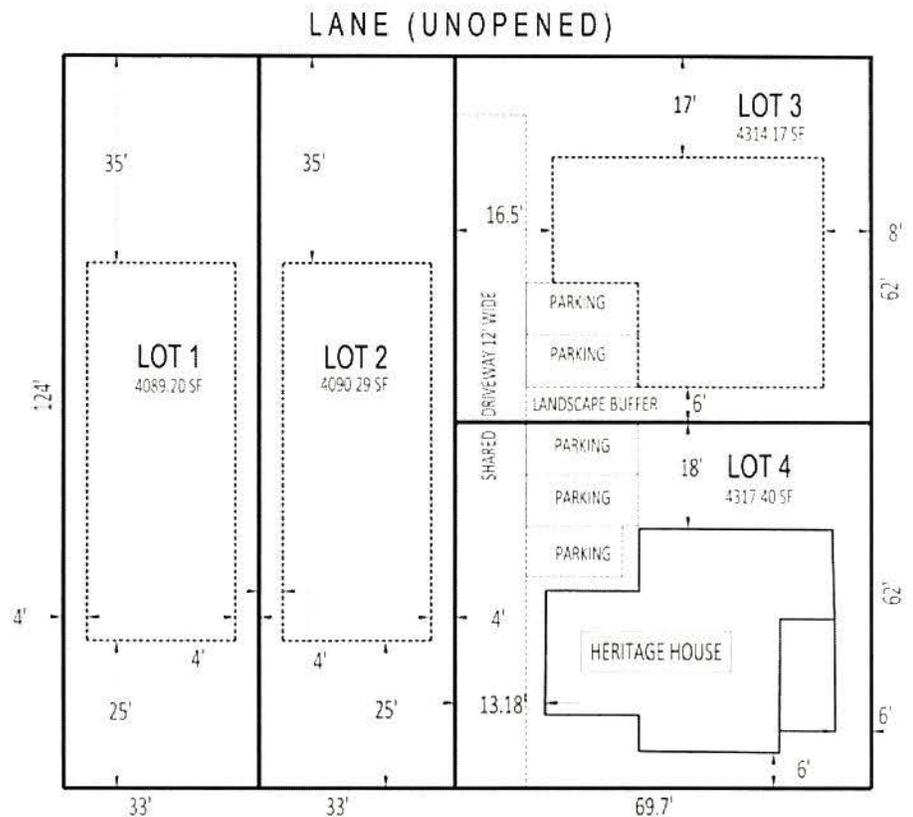
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**ANALYSIS**

The Heritage Register house on the property "Green Gables" sits in the middle of two legal lots each of which could be developed independently with a single-family house and secondary suite. "Green Gables" is not a legally protected heritage building and could be demolished if the District receives building permits for each of the two existing lots.

As an alternative to demolishing "Green Gables" and redeveloping the existing two lots or undertaking a subdivision application of the property into four 10m (33 ft) lots, the applicant is proposing a Heritage Revitalization Agreement that will allow subdivision of the property into 4 single-family lots in the lot layout shown on the site plan. "Green Gables" would be retained and moved to Lot 4 to ensure maximum visibility.



As shown on the site plan the proposed access to Lots 3 and 4 will be via one shared driveway along the west property line of the properties. Access to lots 1 and 2 will be from two separate driveways onto West Windsor Road.

The proposed four lot subdivision will not include:

- The opening of the rear lane to the north of the property
- Any removal or disruption of trees in the laneway
- Secondary suites in any of the dwellings on the property

Lots 1 and 2

The two 10m (33 ft) lots on the west side of the property will continue an existing pattern of small lots along the block and be developed in accordance with the existing RSNQ zoning and sympathetic in style to the heritage house. The maximum size house excluding basement that can be constructed on each lot is 170.9m<sup>2</sup> (1840 sq ft).

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

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Lot 3

The proposed house on Lot 3 will be designed in a style sympathetic to the heritage house and in accordance with RSNQ zoning with the exception of reduced front and rear setbacks to accommodate the reduced lot depth as shown on the table below. Sideyard setbacks meet or exceed the requirement under the zoning bylaw. A landscape buffer between the homes on Lots 3 and 4 will provide for some separation and privacy. The maximum size house that can be constructed on the lot excluding basement is 180.3m<sup>2</sup> (1941 sq ft).

Regulation	Required/ Permitted	Proposed	Variance
Front Setback	7.6m (25 ft)	1.8m (6 ft)	5.8m (19 ft)
Rear Setback	7.6m (25 ft)	5.2m (17 ft)	2.4m (8 ft)

Lot 4

“Green Gables” is proposed be moved from the middle of the existing property to Lot 4. Due to the shape and size of the lot, the house will require reduced front and rear setbacks as shown in chart below. In addition the heritage house will exceed the permitted floorspace on the lot by 60.7m<sup>2</sup> (653 sq ft) and permitted height by 0.7m (2.2 ft) in order to allow for the peak of the existing house.

Regulation	Required/ Permitted	Proposed	Variance
Front Setback	7.6m (25 ft)	1.8m (6 ft)	5.8m (19 ft)
Rear Setback	7.6m (25 ft)	5.5m (18 ft)	2.1m (7 ft)
Principal House Height	8.5m (28 ft)	9.2m (30.2 ft)	0.7m (2.2 ft)
Floorspace	180.5 m <sup>2</sup> (1943 sq ft)	241.2m <sup>2</sup> (2596 sq ft)	60.7m <sup>2</sup> (653 sq ft)

The plans have been reviewed by the heritage consultant are consistent with the submitted Statement of Significance for the heritage house. A Conservation and Maintenance Plan will be submitted prior to the Public Hearing.

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

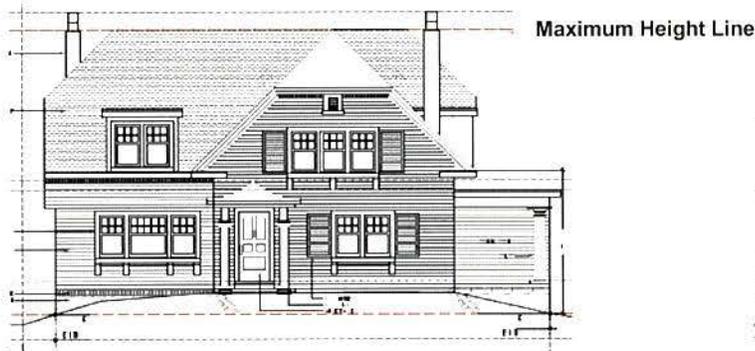
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The prominent features of the heritage house will be retained and rehabilitated including:

- The one and one half storey plus basement height, jerkin-headed, cross gables roof structure with returned eaves; shed dormers, and swept porch roofs
- Wood frame and masonry construction, featuring original wood lapped siding
- Colonial Revival style architectural details;
- Original window and door assemblies;
- External brick chimney



The heritage house elevations are shown below:



South Elevation



East Elevation



North Elevation



West Elevation

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

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Trees:

Four permit trees are proposed to be removed from the south end of Lot 1 to allow for the new construction. Five permit trees will be retained at the rear of Lots 1 and 2. The removal will require their replacement at a ratio of 3 to 1.

The submission of finalized arborist report and landscape plans to the satisfaction of the Approving Officer is a requirement of the HRA. This plan will incorporate the required tree re-planting and environmental compensation will be required if all required trees cannot be accommodated on the site. A landscape plan/tree retention plan will be made available by the applicant for Council and neighbour review at the Public Hearing.

**Public Input:**

Notices were distributed to 32 properties within 75m of the subject site. 9 responses were received as a result of this notification with questions regarding the proposal and concerns regarding:

- The subdivision of the property into 4 smaller lots
- Tree preservation
- A need for a neighbourhood meeting
- Loss of on-street parking
- A need for further information on the proposal and potential house designs

Neighbour Meeting:

Due to the responses received, a neighbour meeting attended by 11 residents representing 7 properties within the 75m notification area was held on July 13, 2016 at the District Hall. The applicant was also in attendance.

Following a presentation by staff the concerns discussed were primarily related to:

- A need for additional tree retention opportunities on the site particularly in the south portion of Lot 1 along Windsor Road.
- On-street parking on the south and north sides of the 100 blk of West Windsor Road and the potential impact of two additional driveways.

At the conclusion of the meeting the neighbours in attendance indicated that they were generally in support of the subdivision and thanked the applicant for putting forward a proposal that offered an opportunity to retain the heritage house on the property.

In response to the on-street parking concerns the Approving Officer will require driveway cuts for Lots 1 and 2 at the minimum permitted width of 3m (10 ft) to potentially allow for two on-street parking stalls in front of Lots 1 and 2 and three stalls on the street in front of Lot 4. A proposed driveway layout will be available and presented at the public hearing.

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

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The neighbours also suggested that the "No Parking" area along the south side of West Windsor Road in front of the property at 114 West Windsor Road be reviewed to see if the regulations could be amended to allow for additional on-street parking. Transportation Planning staff are reviewing this request and any opportunities to amend the restrictions will be presented at the Public Hearing.

Neighbours also outlined concerns with tree retention on the site particularly in regards to trees in the southwest corner of Lot 1. Four permit trees in this area will need to be removed to allow for construction. To address this concern the applicant will submit a landscape/tree re-planting plan which will be available at the Public Hearing for neighbour and Council review.

**Conclusion:**

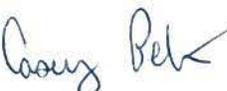
The application for a Heritage Revitalization Agreement to allow for subdivision of the property into four lots will achieve the heritage designation and permanent protection of "Green Gables", a Heritage Register house to be retained on the proposed Lot 4. New houses constructed on the proposed Lots 1, 2 and 3 will be sympathetic to the architectural style of the retained heritage house.

A Statement of Significance and Conservation and Maintenance Plan will support the designation and Heritage Revitalization Agreement and ensure ongoing maintenance of the designated heritage house.

**Options:**

The following options are available for Council's consideration:

1. Introduce Bylaw 8187 and 8188 and refer the bylaws to Public Hearing (Staff Recommendation); or
2. Defeat Bylaws 8187 and 8188 at First Reading.

  
for Kathleen Larsen  
Community Planner

**Attachments:**

- A - Bylaw 8187 - Heritage Revitalization Agreement
- B - Bylaw 8188 - Heritage Designation Bylaw
- C - Statement of Significance

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

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REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Utilities _____	<input type="checkbox"/> Finance _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Engineering Operations _____	<input type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input type="checkbox"/> Parks _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> Recreation Com. _____
<input type="checkbox"/> Environment _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Facilities _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Human Resources _____	<input type="checkbox"/> Real Estate _____	

The Corporation of the District of North Vancouver

Bylaw 8187

A bylaw to enter into a heritage revitalization agreement pursuant to section 610 of the *Local Government Act* (RSBC 1996, c.323)

The Council for the Corporation of the District of North Vancouver enacts as follows:

**Citation**

- 1. This bylaw may be cited as "**Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables**".

**Heritage Revitalization Agreement**

- 2. The Council of the District of North Vancouver is authorized to enter into a Heritage Revitalization Agreement substantially in the form of the agreement attached to this Bylaw (the "Heritage Revitalization Agreement") with the owner of the property and building located at 114 West Windsor Road and legally described as PID: 013-298-453, Lot G of the North 1/2 of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and PID: 011-115-858, Lot A of the North 1/2 of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611.

**Execution of Agreement**

- 3. The Mayor and Municipal Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement substantially in the form attached as Schedule A and titled "Heritage Revitalization Agreement – Green Gables" and forming part of this Bylaw.

**Delegation**

- 4. Wherever in the Heritage Revitalization Agreement a heritage alteration permit is required, the discretion to approve, refuse or issue such permit is delegated by the District to the General Manager - Planning, Properties & Bylaws (the "GM") and:
  - (a) such exercise of discretion relating to the issuance of the heritage alteration permit shall be made by the GM acting reasonably in accordance with sound municipal heritage and conservation practice;
  - (b) such exercise of discretion, including any terms and conditions imposed, shall be consistent with the *Local Government Act*, and with the intent of preserving the heritage character and heritage value of Green Gables and its setting; and
  - (c) the GM may refer any exercise of discretion to the District of North Vancouver Community Heritage Committee for advice.

**READ** a first time the \_\_\_ day of \_\_\_\_\_, 2016.

**PUBLIC HEARING** held the \_\_\_ day of \_\_\_\_\_, 2016.

**READ** a second time the \_\_\_ day of \_\_\_\_\_, 2016.

**READ** a third time the \_\_\_ day of \_\_\_\_\_, 2016.

ADOPTED the \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**HERITAGE REVITALIZATION AGREEMENT**

**GREEN GABLES**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2016,

BETWEEN:

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West  
Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered Owner in fee simple of the following lands and premises at 114 West Windsor Road in the District of North Vancouver, British Columbia and legally described as:
- PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and
- PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611
- (together, the "Lands");
- B. The District and the Owner consider that these Lands, including the house ("Green Gables") and the landscaping, have heritage value which should be protected and preserved;
- C. Section 610 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property allowing variations of, and supplements to, the provisions of a zoning bylaw, subdivision bylaw, development permit and heritage alteration permit;
- D. For the purpose of conserving the heritage value of Green Gables, the Owner and the District have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage character and heritage value of this heritage building;

- E. The heritage character of Green Gables which both the Owner and the District desire to conserve and which constitute the heritage value of the Lands have been described by text and photographs attached as Schedule "A" to this Agreement;

In consideration of the mutual promises of the parties and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Owner and the District covenant and agree pursuant to Section 966 of the *Local Government Act* as follows:

#### Interpretation

1. In this Agreement:
  - (a) "Approving Officer" means the approving officer for the District appointed under the *Land Title Act*;
  - (b) "Chief Building Official" means the District' chief building official or his or her designate;
  - (c) "GM" means the District's General Manager - Planning, Properties & Bylaws;
  - (d) "Report" means the Conservation Plan prepared by Donald Luxton and Associates Inc. dated \_\_\_\_\_, 2016 a copy of which is attached hereto as Schedule "A";
  - (e) "Green Gables" has the meaning given to it in Recital B; and
  - (f) "Lots" means Lots 1 to 4 as shown on the plan attached as Schedule "B" and "Lot" means any one of them;
  - (g) "Natural Grade" has the meaning given to it in the Zoning Bylaw;
  - (h) "Protected Trees" has the meaning given to it in section 5(g);
  - (i) "Zoning *Bylaw*" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as amended, consolidated, re-enacted or replaced from time to time.

#### Heritage Revitalization

2. The parties agree that the Lands have heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of Green Gables in accordance with this Agreement.
3. The Owner covenants and agrees that the Lands may not be subdivided, used or developed except as specifically set out in this Agreement.
4. The parties agree that notwithstanding the provisions of District bylaw requirements related to the zoning applicable to the Lands, the Lands may be used and developed in the following manner:
  - (a) the Lands may be subdivided to create the Lots as shown on the draft subdivision plan attached hereto as Schedule "B" (the "Proposed Subdivision");

- (b) Green Gables may be relocated on Lot 4 strictly in accordance with the site plan attached as Schedule "C" and with the plans and specifications attached as schedule "D"; and
- (c) a house may be construct on Lot 3 within the building envelope outlined on the site plan attached as Schedule "C"

all in accordance with the terms, limitations and conditions of this Agreement.

5. The Owner covenants and agrees that:

- (a) Green Gables after said relocation must not exceed a total Floor Area of 2596 square feet or a height of 30 feet 2 inches above the Natural Grade;
- (b) no detached garages or other accessory buildings or structures are permitted on any of the Lots.
- (c) no house may be construct on Lot 1 or Lot 2 unless the house strictly complies with the RSNQ zoning designation under the Zoning Bylaw and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (d) no house may be construct on Lot 3 unless the house strictly complies with all requirements under the RSNQ zoning designation in the Zoning Bylaw (except to the extent set out in subsection 4(c) herein), and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (e) the houses on Lots 1, 2 and 3 will meet or exceed EnerGuide 80 said requirements to be secured with a section 219 covenant in form and content acceptable to the municipal solicitor with said covenant to be fully registered at the Land Title Office against the titles to Lots 1, 2 and 3 in favour of the District in priority to all financial charges;
- (f) to install and maintain landscaping and permeable driveways on the Lots in accordance with the landscape and driveway plan to be prepared by the Owner's landscape architect and approved by the District under subsection 10(b) herein, and
- (g) to retain and protect all of the trees identified on the plan attached as Schedule "E" (the "Protected Trees").

6. None of the Lots may be separately sold or otherwise transferred until after Green Gables has been relocated to Lot 4 in compliance with this Agreement and to the satisfaction of the GM. After Green Gables has been relocated to Lot 4 in compliance with this Agreement to the satisfaction of the GM, Lot 1 and Lot 2 may be separately sold, but Lot 3 and Lot 4 may not be separately sold or otherwise transferred until after occupancy permits have been issued by the District for houses on both Lots and until landscaping and the permeable driveway required pursuant to section 5(e) have been installed to the District's satisfaction.

7. The Owner further covenants and agrees that Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 3 unless and until an occupancy permit has been issued by the District for Green Gables on Lot 4.
8. The Owner expressly acknowledges and agrees that it is a condition of entering into this Agreement that prior to the Approving Officer's approval of the Proposed Subdivision, the Owner's solicitor will have provided to the District his or her written professional undertaking to deposit the Proposed Subdivision plan only as an all or nothing package with any charges required by the Approving Officer, including without limitation:
  - (a) the section 219 covenant referred to in section 5(e), which must be registered against title to Lots 1, 2 and 3;
  - (b) a separate section 219 covenant and rent charge against title to Lot 4 to secure the Owner's maintenance obligations in relation to Green Gables, and requiring that the landscaping and driveway improvements required pursuant to subsection 5(f) must be retained and maintained in perpetuity in accordance with the terms and conditions set out in said of such covenant, which said covenant must be registered in favour of the District in priority to all financial charges covenant;
  - (c) a section 219 covenant stipulating that there must not be any secondary suite (including in the form of a coach house) constructed, installed, used or occupied on any of the Lots, which said covenant must be registered against each of the Lots in favour of the District in priority to all financial charges;
  - (d) a section 219 tree preservation covenant for the protection and preservation of the Protected Trees, which said covenant must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges; and
  - (e) a section 219 design approval covenant which said must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges.

All said covenants must be in a form acceptable to the Municipal Solicitor.

9. Without limiting any other provision herein, the Owner agrees that:
  - (a) all driveway paving on the Lots must be of permeable construction; and
  - (b) the exterior cladding and colour scheme for all improvements on the Lots must complement the heritage character of Green Gables, must comply with all applicable requirements set out in the report attached as Schedule A, and must be approved by the GM in advance, with future colour changes to be similarly approved.
10. The Owner further covenants and agrees that Lot 1, Lot 2 and Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 1, Lot 2 or Lot 3 unless and until the Owner has:

- (a) prepared and submitted to the District a maintenance plan acceptable to the GM for future maintenance of Green Gables; and
  - (b) delivered to the District a detailed landscape and driveway plan and boulevard planting plan for the Lots, prepared by a professional landscape architect retained by the Owner, which said plans must create a setting to complement the heritage character of Green Gables to the satisfaction of the GM in his or her sole discretion (the "Landscaping and Site Plan").
11. Notwithstanding any other term of this Agreement, prior to commencing any development work on the Lots (including removal of any trees), the Owner must obtain all necessary permits and approvals from the District.
  12. The Owner agrees to maintain Green Gables to such a standard which, in the opinion of the GM, retains the heritage character and heritage value of the building and site.
  13. The Owner specifically acknowledges and agrees that any alterations and improvements to the exterior of Green Gables will require a heritage alteration permit issued by the District.
  14. The parties agree that the exterior of Green Gables shall be designated as protected heritage property pursuant to section 611 of the *Local Government Act*.

#### Heritage Alteration Permits

15. In accordance with the terms and conditions of this Agreement, the Owner shall not alter in any way the exterior of Green Gables except as permitted by a Heritage Alteration Permit issued by the District.

#### Construction and Maintenance of Works

16. Wherever in this Agreement the Owner is issued a heritage alteration permit to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of Green Gables, 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 the heritage alteration permit 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.

#### Damage or Destruction

17. Subject to section 18, in the event that Green Gables is damaged, the parties agree that the Owner must repair the building, in which event the Owner shall forthwith commence the repair work and complete the same within one year of the date of damage.
18. In the event that Green Gables is accidentally damaged or destroyed to the extent of 75% or more of its value above its foundations, as determined by the Chief Building Official, the terms of this Agreement which relate to Green Gables shall cease to be of any effect and thereafter all use and occupation of Lands shall be in accordance with the District Zoning Bylaw No. 3210, as amended, and in accordance with all other bylaws or

regulations of the District or any other laws of any other authority having jurisdiction; provided that as a limitation on said use the maximum floor area for any replacement house on Lot 1 shall not exceed 223.2 m<sup>2</sup>.

#### Breach

19. In the event that the Owner is in breach of a material term of this Agreement, the District may give the Owner notice in writing of the breach and the Owner shall ensure it does nothing to further the breach and shall remedy the breach within 30 days of receipt of the notice.

#### Amendment

20. The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
- (a) by bylaw with the consent of the parties provided that a public hearing shall be held if an amendment would permit a change to use or density of use on the Lands; or
  - (b) by Heritage Alteration Permit issued pursuant to section 972 of the *Local Government Act*.

#### Representations

21. It is mutually understood and agreed that the District has made no representations, covenants, warranties, promises or agreements, express or implied, other than those contained in this Agreement.

#### Statutory Functions

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

#### No Liability to District

23. In no case shall the District be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatever, however 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 whatever, however 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, or in any way related to, the entering into of this Agreement, compliance with the conditions, restrictions and requirements in this

Agreement, the Proposed Subdivision, wrongful or negligent failure or omission to comply with the conditions, restrictions and requirements herein, or from the enforcement or non-enforcement of any restrictions or requirements herein or with any other term condition or provision of this Agreement.

#### Indemnity

24. The Owner shall at all times indemnify and save harmless the District of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suites of any nature whatsoever by whomsoever brought for which the District shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, or 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.

#### Damages

25. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the building, structure, improvement on or feature of the Lands having *heritage value* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the District in its sole discretion.

#### Specific Performance

26. The Owner agrees that the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in preserving the heritage value and character of the Green Gables.

#### No Waiver

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

#### Compliance with Laws

28. Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the District 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 days' written notice to the District 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.

#### Agreement's Relevance to Subdivision Approval

29. The Owner agrees that the Approving Officer is, with respect to any preliminary or final application for approval of the Proposed Subdivision, entitled (but not required) to consider whether the Proposed Subdivision complies with the applicable requirements under this Agreement or whether the requirements of this Agreement have been complied with and to reject the application if any of those requirements have not, in the opinion of the Approving Officer, been complied with. Nothing in this Agreement commits the Approving Officer to approve any Proposed Subdivision plan.

#### Rights are Permissive Only

30. The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District to the Owner or anyone else, and nothing in this Agreement obliges the District to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

#### Notice Binding

31. The Owner will file against the Lands notice in the Land Title Office in accordance with section 610 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the Lands or any part thereof.

#### Notice

32. 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:

To the District:

District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

Attention: Municipal Clerk

If to the Owner:

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 part for the giving of notices.

#### Inspection

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

#### Severance

34. If any part of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion is to be severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

#### Headings

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

#### Successors Bound

36. 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.
37. The District will file a notice in the Land Title Office in accordance with section 966 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the land affected by this Agreement.

#### Other Documents

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

*The remainder of this page is intentionally left blank*

No Partnership or Agency

39. The parties agree that nothing contained in this Agreement creates a partnership, joint venture or agency relationship between the parties.

The Owner and the District have executed this Agreement as of the date first above written.

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

\_\_\_\_\_ )  
\_\_\_\_\_ )

Name )

\_\_\_\_\_ )

Address )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation )

Signed by the duly authorized )  
signatories of The )  
Corporation of the District of )  
North Vancouver: )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Richard Walton, Mayor )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

James Gordon, Clerk )

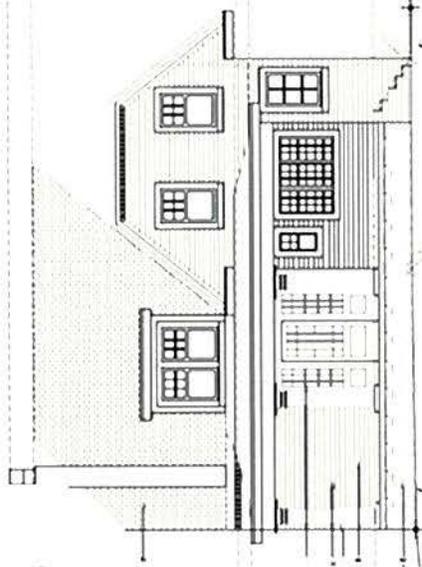
Schedule "A"  
Conservation Plan

Schedule "B"  
Draft Subdivision Plan

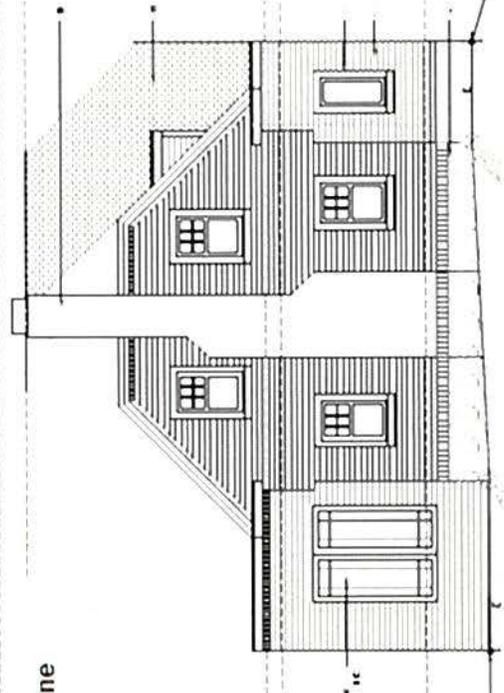


Schedule "C"  
Site Plan

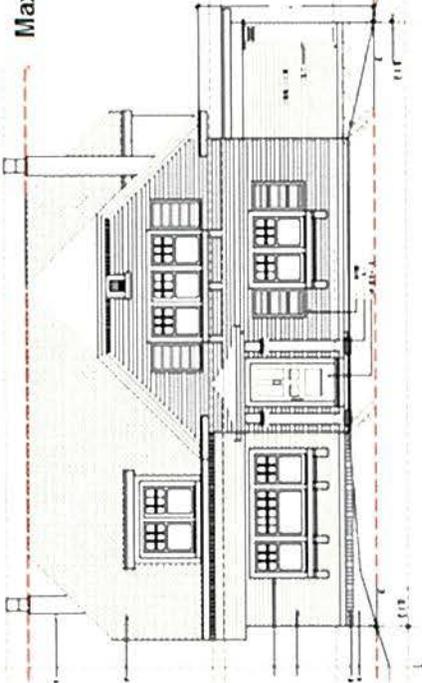
Schedule "D"  
Heritage House Plans



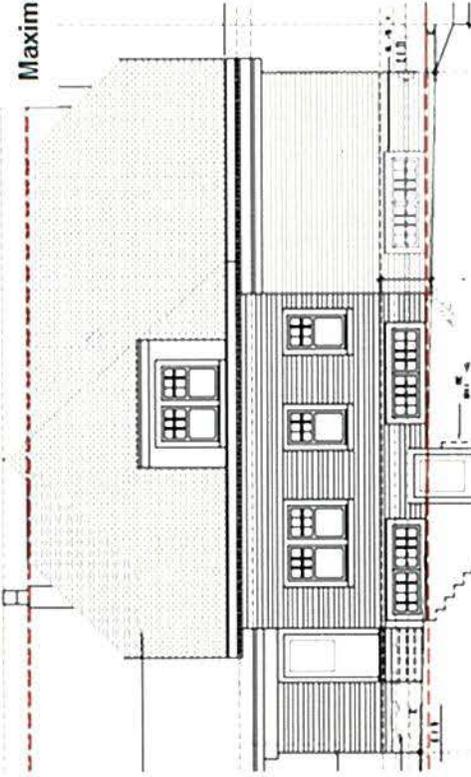
East Elevation



West Elevation



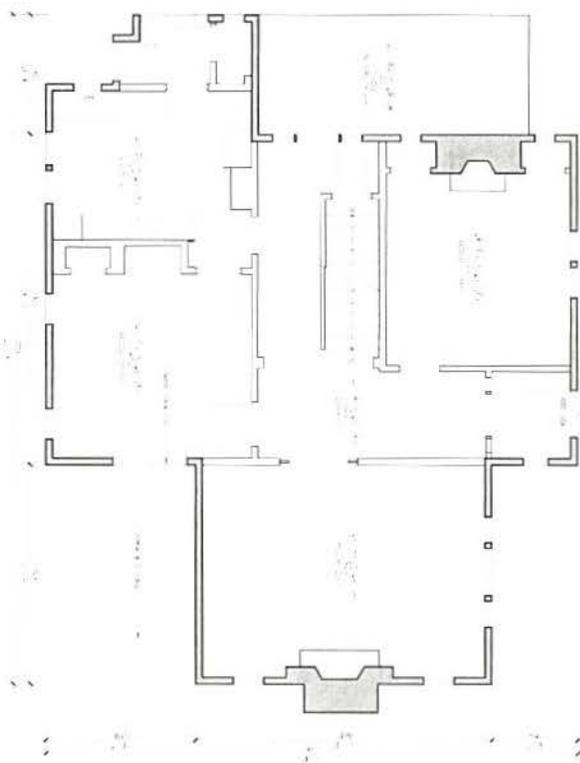
South Elevation



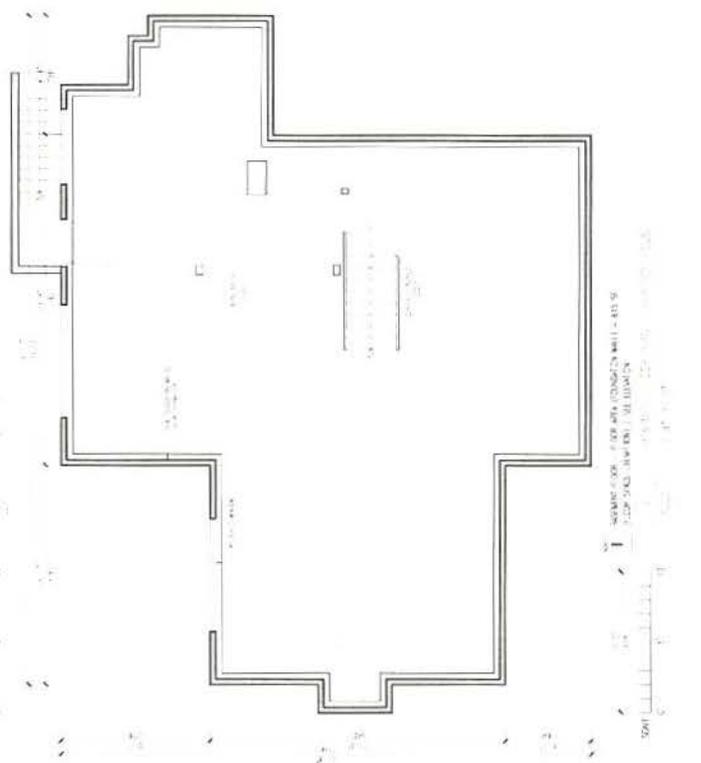
North Elevation

Maximum Height Line

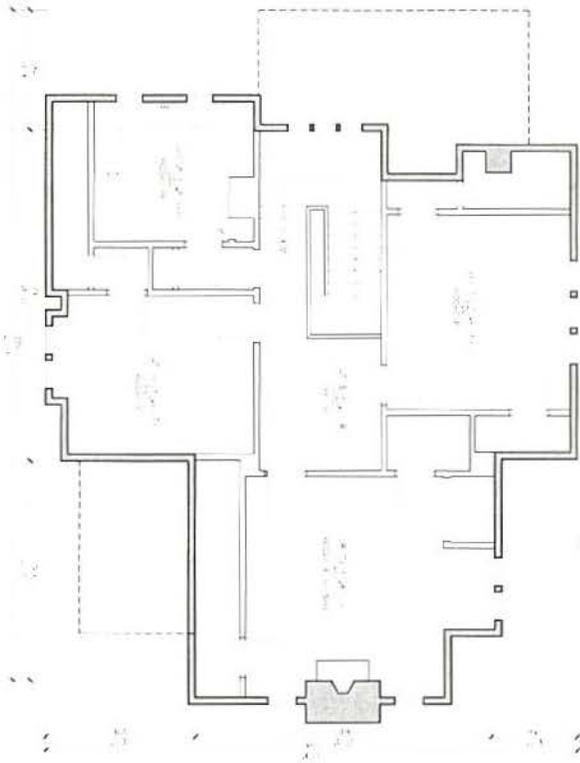
Maximum Height Line



SCALE: 1/8" = 1'-0"  
 WALL THICKNESS: 1200 W/4.5 (1200 W/4.5) WALL = 120.0"  
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**co.lab**  
 CONSULTING ARCHITECTS  
 114 WEST WINDSOR ROAD  
 NORTH VANCOUVER, BC  
 V7P 1M7

114 WEST WINDSOR ROAD  
 NORTH VANCOUVER, BC

SUBDIVISION  
 HERITAGE HOUSE - FLOOR PLANS

15/04/20  
 15/04/20

A002

Schedule "E"  
Trees to be Protected and Preserved

**The Corporation of the District of North Vancouver**

**Bylaw 8188**

A bylaw to designate property as heritage property

The Council for The Corporation of the District of North Vancouver enacts as follows:

**1. Citation**

This bylaw may be cited as "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)".

**2. Heritage Designation Protection**

2.1 The Council designates the following as protected heritage property pursuant to Section 611 of the *Local Government Act*:

- (a) the lands located at \_\_\_\_\_, North Vancouver and legally described as: \_\_\_\_\_; and,
- (b) the exterior portion of the building on the Lands on the plans attached to this bylaw as Schedule A (the "Retained Structure").

**3. Authority to Issue Heritage Alteration Permit**

3.1 Pursuant to Section 617 of the *Local Government Act*, the Council delegates to the General Manager - Planning, Properties & Permits the authority to issue heritage alteration permits to authorize interior and exterior alterations of the Retained Structure not otherwise permitted by this bylaw, provided that the alterations, including the materials used and the design, colour and texture are in the opinion of the General Manager – Planning, Properties & Permits appropriate to the general period and style for the building.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

**Schedule A to Bylaw 8188**  
**RETAINED STRUCTURE**

# GREEN GABLES

114 WEST WINDSOR ROAD,  
DISTRICT OF NORTH VANCOUVER

## STATEMENT OF SIGNIFICANCE

MAY 2016



**DONALD LUXTON  
AND ASSOCIATES INC** 

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

## HISTORIC CONTEXT

The District of North Vancouver was incorporated in 1891 and originally included all three separate municipalities of the North Shore. The City of North Vancouver, comprising the urban core close to Burrard Inlet, officially formed in 1907, while West Vancouver seceded from the District in 1912. In the midst of these administrative transitions, the North Shore was booming with development, due to the economic expansion occurring throughout the Lower Mainland during the Edwardian era. Suburban residential areas, including those in North Vancouver, developed into bedroom communities for employees of the thriving industries and commercial enterprises of the early twentieth century.



Lonsdale Avenue with streetcar service that stretched up the hill toward the District of North Vancouver, circa 1908, City of Vancouver Archives (CVA) Out P1221



Pan: Upper Lonsdale from Carisbrooke Park, looking south, 1916, CVA PAN N173



Detail: Upper Lonsdale from Carisbrooke Park, looking south, 1916, CVA PAN N173

Connected by ferry service, and later bridges, to Downtown Vancouver, the District of North Vancouver became a preferred address for those seeking a quiet residential life, away from the polluting effects of industries closer to the shore. The Upper Lonsdale neighbourhood, located just north of the boundary between the City and District of North Vancouver, was developing as a high-quality suburb in the early 1910s, as the Lonsdale Avenue streetcar gradually reached the area; the streetcar made it to Windsor Road in 1912. The construction of the Gibson Residence in 1915 was made possible by this ready access to the remainder of the Lower Mainland.

This beautifully detailed and stately home was built for the Gibson family; Robert Gibson was a printer with the *News-Advertiser*. The ornate Ionic and Doric columns associate the house with the Colonial Revival. A distinctive profile is provided by the tall chimneys, the hip-on-gable ('jerkin') roofs, and the bellcast detailing of the porches. By 1935 the house had been acquired by the Butterworth family, who maintained stables on the property. Janet Gibson, daughter of the first owners, moved next door to 108 West Windsor Road at that time.

## ORIGINAL ARCHITECT

### **JAMES CLARK MACKENZIE 1877-1941**

From: *Building the West: The Early Architects of British Columbia*

James C. Mackenzie was born on November 6, 1877 in West Kilbride, Ayrshire, Scotland. He was educated at Ardrossan Academy, Ayr Academy and Glasgow High School, and in 1897, started a five-year apprenticeship in Alexander Nisbet Paterson's office, Glasgow. Paterson, described as a "fastidious, comfortably off, and retiring architect, whose best work is too little known," had studied at the *Atelier Pascal*, and later worked for Aston Webb. After Mackenzie completed his services with Paterson, he went to Italy in 1902 for four months, and then practised in Dumfries for two years. Seeking new opportunities, James followed his older brother, William, to Prince Rupert, where one of their aunts lived. By 1908 he moved to Vancouver, where he entered the office of fellow Scot, William Bow. Mackenzie commenced his own practice in 1909, and worked mostly on residential projects in the Shaughnessy Heights subdivision. He also received the commission for the new West Vancouver Municipal Hall. The *Vancouver Daily Province*, June 1, 1912, reported "the contract was awarded this week for the municipal hall... It has been designed to conform to the general style of suburban architecture. The whole building will be heated by hot air." In 1912 Mackenzie married Amy Crabtree, an English probationary nurse, and the following year he designed an elegant Craftsman-inspired home in the North Lonsdale area of North Vancouver for his new family, which included three children by 1917. From 1913-15 he worked in partnership with A. Scott Ker. Their largest commission was a grand home in Shaughnessy Heights for Frank L. Buckley, *Iowa*, on Osler Avenue, 1913-14. As work dried up during the First World War, Mackenzie moved his office to his home. Although times were lean, he designed at least one large residence, for Robert Gibson in the North Lonsdale area, 1915, and published an extensive catalogue of house plans, of which his own house was No. 514. After the war he was associated with the Architects Small House Service Bureau (B.C.), which offered a large selection of home plans for thirty dollars each. Mackenzie was also known as a designer of teapots depicting Haida designs, which were made in Japan and were very popular there. By 1920 Mackenzie had gone into partnership with William Bow, whose daughter remembers Mackenzie's wife as a large, imposing woman, who would drop their three children off at the office when she wanted to go shopping, creating endless disruption. The partnership terminated in 1923, and Mackenzie again practised on his own. He died on May 21, 1941 at age sixty-three.

## STATEMENT OF SIGNIFICANCE: *GREEN GABLES* 114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER



**Current Address:** 114 West Windsor Road

**Historic Name:** *Green Gables*

**Original Residents:** Robert Gibson

**Architect:** James C. Mackenzie

**Construction Date:** 1915

### **Description of Historic Place**

*Green Gables* is a grand, one and one-half storey plus basement, wood-frame house, located at 114 West Windsor Road in the Upper Lonsdale neighbourhood of the District of North Vancouver. It displays features of the Colonial Revival style, and is distinguished by its jerkin-headed roofline, porches with bellcast roofs and Ionic and Doric porch columns.

### **Heritage Value of Historic Place**

Constructed in 1915, *Green Gables* is valued for its connection with the early twentieth-century growth and development of North Vancouver, and for its sophisticated architecture as designed by James Clark Mackenzie.

*Green Gables* represents the intense, speculative development that occurred across the Lower Mainland during the Edwardian-era boom period. After regular ferry service was established in 1903 and North Vancouver was incorporated in 1907, the area experienced a period of unprecedented growth and prosperity. This construction boom accelerated until a general financial depression in 1913 halted this ambitious suburban development. *Green Gables* was constructed at the twilight of the construction boom and was originally owned by Robert Gibson, a printer with the *News-Advertiser*. This grand house demonstrates the social, cultural, and aesthetic values of successful local businessmen and women of the early twentieth century, including the appreciation of architectural elegance, impressive interior spaces, leisure and recreation, and scenic views.

The ornate classical columns and detailing associate the house with the Colonial Revival style, reflecting the widespread acceptance of neoclassicism in the early twentieth century. A distinctive profile is provided by the tall chimneys, the jerkin-headed roofs, and the bellcast detailing of the porches. It is a superior example of the work of local architect, James Clark Mackenzie, who lived in Upper Lonsdale, and designed many of the grand homes in the area. *Green Gables* is also unusual for its date of wartime construction, and was built at a time when domestic construction was generally curtailed.

### Character-Defining Elements

The character-defining elements of *Green Gables* include its:

- location along West Windsor Road in the Upper Lonsdale neighbourhood of North Vancouver;
- continuous residential use since 1915;
- residential form, scale and massing, as expressed by its one and one-half storey plus basement height; jerkin-headed cross-gabled roof structure with returned eaves; shed roof dormers; and swept porch roofs;
- wood frame and masonry construction, featuring original wood lapped siding and detailing, and granite foundation with soldier coursed brick facing along the foundation on the front façade;
- Colonial Revival style architecture, featuring: second-storey overhang of the west, side-gabled wing; wood moulding and dentil coursing across all elevations; wood window boxes on the front façade with solid scroll-cut brackets; fixed shutters on the front façade; square wood pilaster mullions dividing the tripartite window assembly on the west side of the front façade, with wooden keystone detail in the lintel; column-facing at each corner of the shed roof dormer of the front façade; projecting wood sills across all elevations; vented louvres; projecting front entryway, set close to grade, comprised of original ornate wood columns with Ionic capitals, detailed scroll-cut wood brackets, and tongue-and-groove wood soffit; and partially enclosed side porch on the east elevation, comprised of simple wood columns with Doric capitals, wood porch beams, and tongue-and-groove wood soffit and decking;
- variety of original wood window assemblies, including single, bipartite and tripartite 6-over-1 true-divided double-hung windows with wood horns; a tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window with ornamented wood mullions with wood horns; fixed true-divided multi-lite windows; multi-partite true-divided multi-lite casement windows; and fixed leaded glass windows;
- original exterior wood doors, including front door with inset panels and mail slot; wide side entry door on the east elevation with inset panel and true-divided multi-lite window,

- flanked by twin true-divided multi-lite sidelites with wood bases and inset panels to match the door; and rear double-door assembly with large multi-lite fields of true-divided glass; and
- one external chimney, which intersects the roofline, and two internal brick chimneys of notable height; and
  - overall layout of interior spaces, with an open, L-shaped central staircase with wood balustrade, curving banister, bullnosed starting step with spiraled banister around the starting newel post, and panelled window bench on landing; hardwood floors, woodwork, fireplaces and stained glass panels.

## RESEARCH SUMMARY

### PUBLISHED REFERENCES:

- *Building the West: The Early Architects of British Columbia*. Luxton, Donald (Ed.). Vancouver: Talonbooks. 2007.
- Commonwealth Historic Resource Management Limited. *District of North Vancouver Heritage Inventory*. Rep. District of North Vancouver: Corporation of the District of North Vancouver, 1993. Print.
- Foundation Group Designs. *Heritage Inventory, the Corporation of the District of North Vancouver*. Rep. District of North Vancouver: Corporation of the District of North Vancouver, 1988. Print.

### FROM THE 1988-89 DISTRICT OF NORTH VANCOUVER HERITAGE INVENTORY:

ASSESSMENT INFORMATION: Old Lots 3,4 & 5

1912:	Sub-lots 1 & 2 - Owner: Mrs J.B Gibson, Portland Oregon Joint improvements: \$1,500	1917:	Book Missing
1914:	Lot 3 Owner: Mrs J.B. Gibson (265 E 50th St, Portland Oregon) Land: \$325 Imp: \$1,500 Lot 4 Owner: Robert Gibson Land: \$325 Imp: \$0 Lot 5 Owner: Mrs G.W. Marshall Land: \$325 Imp: \$0	1918:	Lot 3 Owner: Miss Janet Louden Gibson. Land: \$300 Imp: \$3,000 Lot 4 Owner: Miss Janet Louden Gibson. Land: \$225 Imp: \$0
1915:	No improvements listed on any of these lots	1919:	Same as 1918
1916:	Lot 3 Owner: Mrs Robert Gibson Land: \$325 Imp: \$3,000 Lot 4 Owner: Mrs Robert Gibson Land: \$325 Imp: \$0	1926:	Lot 3 Owner: Miss Gibson Land: \$360 Imp: \$4,000
		1928:	Lot 1/3A Owner: Miss Gibson Land: \$600 Imp: \$4,000 Lots 4 & 5 unimproved.

### ADDITIONAL REFERENCES:

PALLANT: The Butterworth family had acquired the house by 1935; and had stables on the property. It was also known as "Green Gables".

DIRECTORIES: 1911: Robert Gibson, printer, listed at the corner of Nye and Lonsdale

- 1912: same as 1911.
- 1913: Gibson not listed
- 1916: Gibson not listed
- 1925: Gibson Janet L steno P.C. Fire Insr  
114 W Windsor N Van  
Gibson Robert h  
114 W Windsor N Van

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