



## Planning and Land Use Report

For the Meeting of March 19, 2015

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**To:** Planning and Land Use Committee      **Date:** March 5, 2015  
**From:** Murray G. Miller, Senior Heritage Planner  
**Subject:** Heritage Alteration Permit Application No. 00197 for 151 Oswego Street

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### RECOMMENDATION

Staff recommend that Committee forward this report to Council and that Council consider the following motions:

"That Council authorize the issuance of Heritage Alteration Permit Application No. 00197 for 151 Oswego Street in accordance with:

1. Plans date stamped February 11, 2015.
2. Development meeting all *Zoning Regulation Bylaw* requirements."

"That Council instruct staff to amend the Heritage Revitalization Agreement for 151 Oswego Street subject to the owner providing a letter of consent and in accordance with:

1. Plans date stamped February 11, 2015.
2. Letters of engagement from the Registered Professionals, dated November 30, 2014, and January 5, 2015, respectively."

### LEGISLATIVE AUTHORITY

#### Heritage Alteration Permit

In accordance with Sections 972 and 973 of the *Local Government Act*, Council may issue a Heritage Alteration Permit which may be subject to the terms consistent with the purpose of the heritage protection of the property, including:

- (i) conditions respecting the sequencing and timing of construction;
- (ii) conditions respecting the character of the alteration or action to be authorized, including landscaping, siting, form, exterior design and finish of buildings and structures;
- (iii) security.

Council may refuse to issue a Heritage Alteration Permit for an action that, in the opinion of Council, would not be consistent with the purpose of the heritage protection of the property.

## **Heritage Revitalization Agreement**

In accordance with Section 966 of the *Local Government Act*, Council may, by bylaw, enter into or amend a Heritage Revitalization Agreement with the consent of the owner.

### **EXECUTIVE SUMMARY**

The purpose of this report is to present Council with information, analysis and recommendations for a Heritage Alteration Permit Application for the property located at 151 Oswego Street. This Application is specific to the recent removal of the east addition and the reconstruction of the addition using new materials. This addition was originally envisioned to be retained and this commitment was secured in a Heritage Revitalization Agreement (HRA) that was adopted on July 24, 2014. This work will require an amendment to the HRA which requires Council approval.

The compliance of the proposed development with the HRA was considered in assessing this Application.

Staff recommend that Council consider authorizing the issuance of Heritage Alteration Permit No. 00197 and consider instructing staff to amend the HRA accordingly.

### **BACKGROUND**

A Rezoning Application to permit the subdivision of the property into two parcels, for the purpose of developing a small lot single family dwelling, was approved conditional on an HRA that provided details for the conservation of the Heritage-Designated house. The HRA (151 Oswego Street) Bylaw No. 14-002 (Attachment 1) was adopted by Council on July 24, 2014, and outlined the requirements for the preservation of the heritage building.

In October 2014, staff received information that indicated that some of the work being executed on the site involved the demolition of a portion of the Heritage-Designated building that was to be retained and rehabilitated. Staff carried out site visits to record the conditions (Attachment 2).

### **Description of Proposal**

The proposal is a retroactive application to address the recent removal of the east addition, which was to be retained and rehabilitated in accordance with the HRA. This proposal is for the reconstruction of the addition using new materials. In addition, door, window and exterior finishing details that were not included in the drawings prepared by Zebra Design have been provided in the current drawings prepared by Keay Cecco Architecture.

### **ANALYSIS**

The following sections provide a summary of the Application's consistency with the relevant City policies, regulations and agreements.



## **Heritage Revitalization Agreement**

The HRA stipulates that all work required for the preservation, rehabilitation, restoration and maintenance of the heritage building shall be performed in accordance with good heritage conservation practices. The *Standards and Guidelines for the Conservation of Historic Places in Canada* (the "Standards and Guidelines") outline sound, practical advice aimed at achieving good conservation practice. The HRA states that prior to commencement of the work required for the preservation of the house, the owner will obtain all necessary permits from the City and engage a Registered Architect & Professional Heritage Consultant to oversee the work.

The project commenced in the absence of a Registered Architect and Professional Heritage Consultant. Staff have communicated this requirement of the HRA. The applicant confirms (Attachment 5) that the following professionals have since been retained:

- John Keay, Keay Cecco Architecture (Registered Architect)
- John Dam, John Dam & Associates, MCAHP (Professional Heritage Consultant).

## **Unauthorized Work**

In relation to the removal of the east addition, the applicant indicates that the removal of the addition was necessary in order to facilitate the placement of the house on its new foundation (Attachment 4). The addition was not documented or photographed before its removal making it difficult for staff to assess on-site conditions at the time in order to determine whether the addition could have been retained and rehabilitated in-place or whether it could have been removed, set aside and subsequently reinstated. The Standards portion of the Standards and Guidelines recommend an approach that calls for minimum intervention, evaluation of condition and repair rather than replacement.

Staff have been working with the property owner to rectify these conditions and have signed off on minor works and provided advice to the owner on how best to proceed. The removal of the addition was not considered by staff to be minor works and given that the preservation of the addition was secured in a bylaw, Council's approval for this deviation to the HRA is required.

## **CONCLUSIONS**

The HRA sets out key obligations of the owner in preserving the Heritage-Designated property located at 151 Oswego Street. The HRA was entered into between the City of Victoria and Daniel John Miller and Carla Ann Pusateri in July 2014; however, upon approval of the rezoning small lot subdivision, the property was sold to the present owner. The present owner was unfamiliar with the conditions of the HRA, which led to frustrations with the previously agreed-upon obligations and how the conditions of the HRA were being interpreted in respect to the requirement to preserve the house, obtaining necessary permits and retaining specified professionals. Staff have worked with the owner to resolve deviations from these obligations including signing off on minor works and clarifying the approach to preservation. Staff considers that the removal of the addition without approval is a substantive departure from the scope of work anticipated in the HRA and, therefore, Council's approval is required. This Heritage Alteration Permit Application brings the key owner obligations into alignment with the HRA. Staff, therefore, recommend that Council consider authorizing the issuance of Heritage Alteration Permit No. 00197 and instructing staff to amend the Heritage Revitalization Agreement accordingly.

## ALTERNATE MOTION

That Council decline Heritage Alteration Permit Application No. 00197 for the property located at 151 Oswego Street.

Respectfully submitted,



Murray G. Miller  
Senior Heritage Planner  
Community Planning Division



Andrea Hudson, Assistant Director  
Community Planning Division  
Sustainable Planning and  
Community Development Department



Report accepted and recommended by the City Manager: \_\_\_\_\_  
Jason Johnson

Date: \_\_\_\_\_ March 11, 2015

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### List of Attachments

- Attachment 1 - Heritage Revitalization Agreement (adopted July 24, 2014)
- Attachment 2 - Photographs
- Attachment 3 - Revised plans, date stamped February 21, 2015, and March 4, 2015
- Attachment 4 - Applicant letter, date stamped February 11, 2015
- Attachment 5 - Letters of engagement from the Registered Professionals, dated November 30, 2014, and January 5, 2015, respectively.



**HERITAGE REVITALIZATION AGREEMENT**  
**(Pursuant to section 966 of the *Local Government Act*)**

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**

#1 Centennial Square  
Victoria, B.C. V8W 1P6

(the "**City**")

OF THE FIRST PART

AND:

**DANIEL JOHN MILLER and**  
**CARLA ANN PUSATERI**

151 Oswego Street, 2<sup>nd</sup> Floor  
Victoria, B.C. V8T 2Z9

(collectively the "**Owner**")

OF THE SECOND PART

AND:

**ROYAL BANK OF CANADA**

180 Wellington Street  
Toronto, O.N. M5J 1J1

*[or other registered chargeholder from time to time]*  
(as to priority)

OF THE THIRD PART

**W H E R E A S:**

- A. The Owner is the registered owner of the lands and premises located in the City of Victoria, British Columbia, civically known as 151 Oswego Street, which lands are legally described as:

Parcel Identifier: 004-453-395  
Lot 1, Beckley Farm, Victoria City, Plan 134

(the "**Lands**").

- B. Presently situated on the Lands is a residential building that is protected heritage property under the terms of the City of Victoria Heritage Designation Bylaw No. 7082, and which building the City and the Owner agree has significant heritage value (the "**Heritage Building**").
- C. The Owner wishes to redevelop the Lands (the "**Development**") by preserving, rehabilitating and restoring the Heritage Building, and subdividing the Lands into two (2) parcels for the purpose of developing a second single family dwelling.
- D. The Owner has applied to rezone the Lands to permit the Development, under the terms of the City of Victoria Zoning Regulation Bylaw, Amendment Bylaw (No. 953).
- E. The Owner and the City wish to preserve the Heritage Building, and to provide for its preservation, rehabilitation, restoration and maintenance in accordance with the terms of this Agreement.
- F. Section 966 of the *Local Government Act* authorizes the City, by bylaw, to enter into a Heritage Revitalization Agreement (the "**Agreement**") with the owner of heritage property.
- G. The Owner and the City have agreed to enter into this Agreement setting out the terms and conditions under which the Heritage Building will be preserved, rehabilitated, restored and maintained.

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual promises exchanged in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which both parties acknowledge), the Owner and the City each covenant with the other pursuant to section 966 of the *Local Government Act*, as follows:

## 1.0 DEFINITIONS

- 1.1 In this Agreement the words "preservation", "rehabilitation", "restoration" and "maintenance" have the meanings defined in the *Parks Canada Standards and Guidelines for the Conservation of Historic Places in Canada (2010)*.
- 1.2 In this Agreement the word "Owner" includes a person who acquires an interest in the Lands and is thereby bound by this Agreement, as referred to in sections 10.1 and 13.1.

## 2.0 REDEVELOPMENT OF THE LANDS

- 2.1 The Owner covenants and agrees with the City that it shall develop the Lands strictly in accordance with the terms of this Agreement, and as required under the



terms of any permits or approvals issued by the City respecting the development of or construction upon the Lands.

### 3.0 OBLIGATION OF OWNER TO PRESERVE THE HERITAGE BUILDING

- 3.1 The Owner covenants and agrees that it shall preserve, rehabilitate, restore and maintain the Heritage Building (the "**Work**") substantially in accordance with the Plans and recommendations contained in the Window Assessment, both of which are attached to this Agreement as Schedule "A" (collectively, the "**Heritage Conservation Plan**").
- 3.2 Prior to commencement of the Work required for the preservation, rehabilitation, restoration or maintenance of the Heritage Building, the Owner shall obtain all necessary permits and licences from the City to permit commencement and completion of the said Work, including where necessary, and without limitation, a heritage alteration permit.
- 3.3 All work required for the preservation, rehabilitation, restoration and maintenance of the Heritage Building shall be performed at the Owner's sole expense in accordance with the Heritage Conservation Plan, and in accordance with good engineering and heritage conservation practices.
- 3.4 The Owner covenants, agrees and confirms that:
  - (i) prior to commencement of the Work, the Owner will engage a Registered Architect & Professional Heritage Consultant or a Registered Architect who is a current member of the Canadian Association of Heritage Professionals (the "**Registered Professional**") to oversee the work of contractors and tradespersons to ensure that all Work is carried out in accordance with the Heritage Conservation Plan and shall provide the name and contact information of the Registered Professional to the City;
  - (ii) the Owner will notify the City as soon as possible if the Registered Professional's engagement with the Owner is terminated for any reason; and
  - (iii) upon substantial completion of the Work and prior to applying for an occupancy permit for the Heritage Building, to provide written confirmation from the Registered Professional confirming that the architectural, engineering and technical details and components of the Work comply in all material respects with the requirements of the Heritage Conservation Plan and the requirements of this Agreement.

### 4.0 PRIORITY AGREEMENT

- 4.1 ROYAL BANK OF CANADA, the registered holder of a charge by way of a Mortgage of Land against the within described property which said charge is registered in the Land Title Office at Victoria, British Columbia, under number CA946474 for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is

hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Land is subject to this Agreement, pursuant to section 966 and 976 of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charge in the same manner and to the same effect as if Notice had been filed prior to the said charge.

## **5.0 TIMING AND PHASING OF CONSTRUCTION AND OCCUPANCY**

- 5.1 The owner shall not receive an Occupancy Permit for the second single-family residential dwelling on the Lands and will not permit the second single-family residential dwelling on the Lands to be occupied until the heritage conservation work described in the Heritage Conservation Plan is completed to the City's satisfaction and the Owner has provided to the City the written confirmation of the Registered Professional that is required under Section 3.4(iii).

## **6.0 NO LIABILITY TO CITY**

- 6.1 In no case shall the City be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
  - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands, or any improvements or personal property thereon belonging to the Owner or to any other person;

arising directly or indirectly from compliance with the restrictions and requirements herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements herein or with any other term, condition or provision of this Agreement.

## **7.0 INDEMNITY**

- 7.1 The Owner shall at all times release, indemnify and save harmless the City of and from all loss and damage and all actions, claims, losses, including loss or reduction in the value of the Lands, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, or may incur or suffer by reason of existence and effect, whether direct or indirect, of the restrictions or requirements under this Agreement or the breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

## **8.0 NO DEROGATION FROM STATUTORY AUTHORITY**

- 8.1 Nothing in this Agreement shall limit, impair, fetter or derogate from the statutory



powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement.

## **9.0 COMPLIANCE WITH LAWS**

- 9.1 Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the City (including without limitation the City of Victoria Heritage Property Maintenance Standard Bylaw, as amended or replaced from time to time) and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation herein to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner, upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

## **10.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

- 10.1 Notice of this Agreement will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 967 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of this Notice.

## **11.0 NOTICE**

- 11.1 It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:
- (a) to be delivered at the time of delivery; and
  - (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the City:           The City of Victoria  
                                  #1 Centennial Square  
                                  Victoria, B.C. V8W 1P6

if to the Owner:       Daniel John Miller and  
                                  Carla Ann Pusateri  
                                  151 Oswego Street  
                                  Victoria, B.C. V8T 2Z9

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid

registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

## **12.0 TIME**

12.1 Time is to be the essence of this Agreement.

## **13.0 BINDING EFFECT**

13.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. Without limiting the foregoing, and pursuant to section 966(10) of the *Local Government Act* RSBC 1996, c. 323, upon the filing of a notice of this Agreement in the Land Title Office under section 976 of the *Local Government Act*, this Agreement is binding on all persons who acquire an interest in the Lands.

## **14.0 WAIVER**

14.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## **15.0 HEADINGS**

15.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

## **16.0 LANGUAGE**

16.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

## **17.0 CUMULATIVE REMEDIES**

17.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.



**18.0 ENTIRE AGREEMENT**

- 18.1 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

**19.0 FURTHER ASSURANCES**

- 19.1 Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

**20.0 LAW APPLICABLE**

- 20.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**21.0 AMENDMENT**

- 21.1 This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the City and the Owner only if the amendments are in writing and executed by the parties hereto, and only if the amendments are authorized by bylaw of the City.

**22.0 COUNTERPART**

- 22.1 This Agreement may be executed in counterparts and delivered by facsimile or emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**THE CORPORATION OF THE CITY OF VICTORIA**

by its authorized signatories:

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Mayor Dean Fortin

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Corporate Administrator, Robert G. Woodland

SIGNED, SEALED AND DELIVERED  
in the presence of:

Witness

Address

**JOHN D. MULLIN**  
**BARRISTER & SOLICITOR**  
**1626 GARNET ROAD**  
**VICTORIA, BC V8P 3C8**

Occupation

SIGNED, SEALED AND DELIVERED  
in the presence of:

Witness

Address

**DAWSON J. MULLIN, B.A., LL.B.**  
**Barrister & Solicitor**  
**102 - 1497 Admirals Road**  
**Victoria, BC V9A 2P6**  
**Tel: (250) 590-1154 Fax: (866) 434-2053**

Occupation

ROYAL BANK OF CANADA by its authorized  
signatories:

Print Name:

Print Name:

  
DANIEL JOHN MILLER

  
CARLA ANN PUSATERI

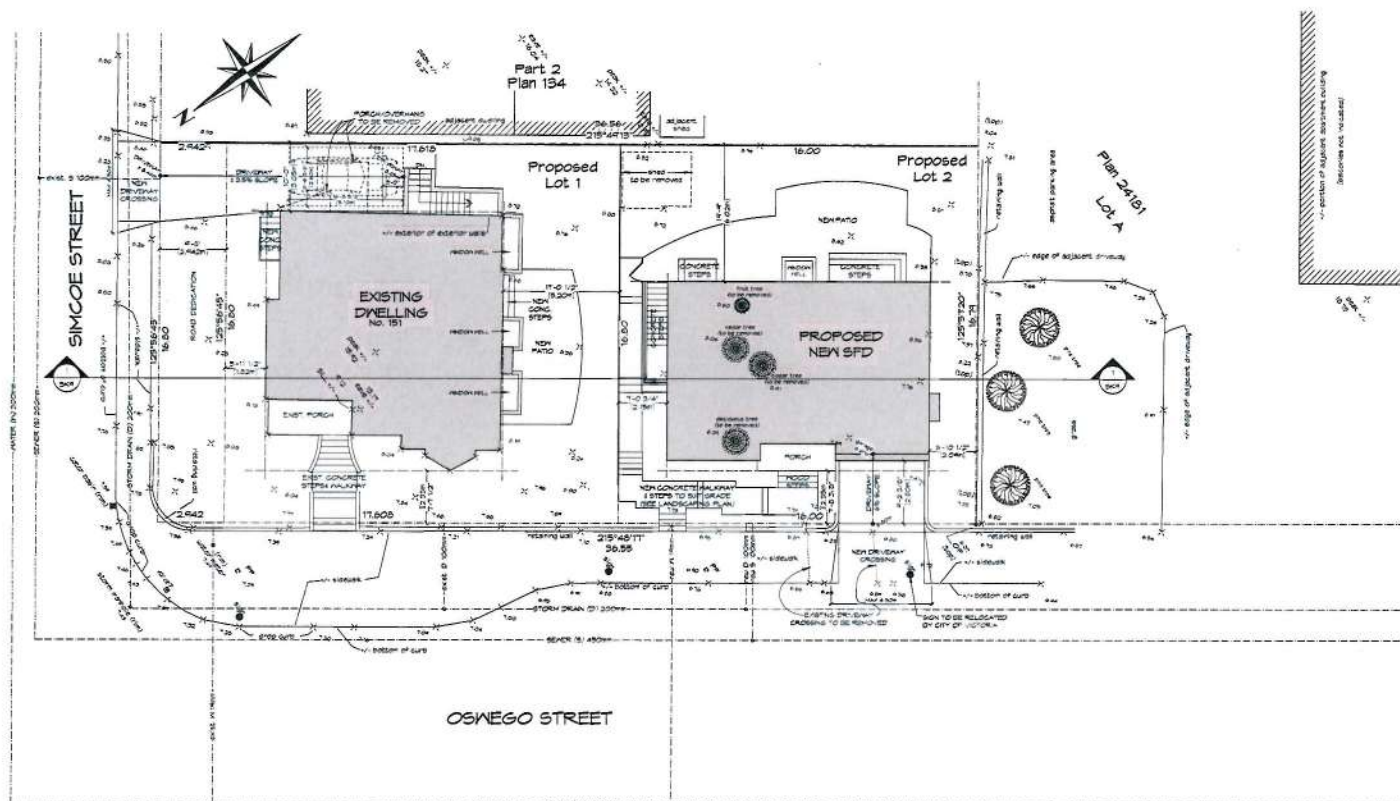


Window Assessment - 151 Oswego - Preliminary requirements			
		2014 Feb 24	Prepared by Vintage Woodworks
Window #	Window type	Current condition	Recommendation
W1	bottom hung	Curve glass top of rectangle unit . Lower hung is non-operable, painted shut. Jamb in good condition. Both sash in good condition. Putty is loose and missing in some parts. Hardware doublehung locks missing. The bush will trap moisture and prevent drying - typically rot will incur as a result particularly where you see the loose putty.	Remove bush in front of window as it will promote rot. Unit should be re-hung, paint should be scraped to remove paint from sash to jamb preventing opening. Re-glaze upper and lower use existing glass and sash, install new hardware lock. Recommend storm window approx. 26 x 71 with curved inset
W2 & W3	double hung double unit	True double hung unit. Ropes and pulleys are painted and windows painted shut to be non-operational. They have been painted in an open position therefore large air leakage. Jamb in good condition. Glass in 2nd upper unit broken requires new glazing, standard horns on upper sash. Lower sash in W3 rotted requires new lower only. All hardware locks missing	Replace ropes and remove paint from pulleys, make units operational, scrape paint from window between sash and jamb. Reputty missing areas. Replace missing hardware with new. Recommend storm windows to reduce heat loss. Supply storm windows 2 storms 26 x 71
W4	Leaded glass over picture unit	Not original to house - likely 1920's to 1930's. Stained glass upper fixed over 6 light lower fixed unit. Lower muntins in very poor condition appear chopped at - beyond repair. Jamb in good condition	Range in restoration of lower sash at minimal leave them in their worn condition (not recommended) or install new lower 6 lite sash. Use laminate glass on lower due to position of window in lot. Recommend storm window 40 x 71
W5	double hung	Old glass, sash and jamb in good condition, ropes are broken and window has been painted shut , all hardware locks missing	Remove sash and re-hang with new ropes and make pulleys operable, no reglazing required, new hardware required. Remove paint between sash and jamb that is preventing opening.

W6 & W7	double hung double unit	Old glass, upper glass both units broken, hardware missing, jamb beginning to deteriorate. Ropes cut	Replace ropes and remove paint from pulleys, make units operational, scrape paint from window between sash and jamb. Reputty missing areas. Replace missing hardware with new. Recommend storm windows to reduce heat loss. Supply storm windows 2 storms 28 x 71. Sill should be scraped of moss/fungus and heat stripped then treated with linseed oil and turpentine mixture then primed properly.
W8	Bottom hung	Not original to house - bottom hung 2 over 2 lites, friction hardware, rather than ropes and pulleys have been used. Unit has been painted in open position. Complete unit is tearing away from house. No longer complete interior stool.	Recommend new window unit with new jamb and interior stool. Suggest laminate glass with storms laminate as well. Carpentry and wall repair will be required unit 36 x 62
Door in Kitchen		Door requires rehabilitation.	Remove hinges and door handle back plate and boil in TSP & water outside for 10 - 20 minutes to restore to new appearance. Remove glass in door and replace with glue chip laminate
W9	home made	Lower originally was operable but has been painted shut in open position. Homemade windows with thin muntins. Friction stay locks were used to keep this window open in past.	Re-hang unit with friction hardware add storm window and glue chip laminate glass to storm. 31 x 40 Unique and would not remove this unit as it carries an interesting patina
W10 bathroom	casement	Casement unit opens inward, painted shut. Sash are rotting, exterior jamb is in good condition	recommend new sash with lam glass glue chip and new casement lock. No storm on bathroom as we typically do not promote heat retention to bathrooms.
W11 toilet area	casement	single casement unit glazed opaque yellow broken glass not original to house, air leakage non-fitting window. Exterior jamb rotting, sash rotting and sill slope almost non existent allowing water to sit on sill and rot the wood	Replace unit with new jamb and casement window - make window open outward vs inward and provide 7 degree minimal sill slope



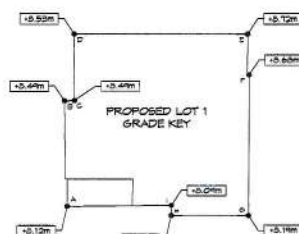
W12 laundry	bottom hung	Unit is bottom hung friction unit painted shut in good condition as is jamb. Hardware is missing	Re-hang unit with friction hardware add storm window and laminate glass to storm. 30 x 71
W13 upper landing	was a double hung	This unit is currently a fixed upper thermal unit and an awning lower thermal unit 3/8" airspace. Thermal units have failed. Sash only have been placed into the original jambs	Recommend new double hung sash upper and lower only as jamb is still in place. Rehang with ropes and pulleys and require new sash locks. Recommend single glazing with storms as they will not fail and will be consistent look to house
W14	double hung	cracked sill no longer attached to house. Window is non-operable due to painted shut. Original unit was just a lower hung using friction hardware. Interior stool is completely missing	Recommend new window unit with new jamb and interior stool. Suggest laminate glass with storms as well. Carpentry and wall repair will be required unit 29 x 62
W15	was a double hung	This unit is currently a fixed upper thermal unit and an awning lower thermal unit 3/8" airspace. Thermal units have failed. Sash only have been placed into the original jambs	Recommend new double hung sash upper and lower only as jamb is still in place. Rehang with ropes and pulleys and require new sash locks. Recommend single glazing with storms as they will not fail and will be consistent look to house.
Bedrm door		same as kitchen	same as kitchen door



1 Site Plan - Proposed Lot 1 & 2  
SK1 Scale: 1:100

LOT 1 OSWEGO STREET - Average Grade Calculation

Segment	Dist	P	101	Average	Country	Factor	Total Factor	Normal	Average grade
AB	8.12	8.48	8.51	8.49	1.11	9.43	151.12	0.10	0.00
BC	1.64	8.49	8.49	8.49	1.11	1.84			
CD	1.44	8.50	8.51	8.51	1.11	1.61			
DE	1.51	8.50	8.50	8.50	1.11	1.68			
EF	1.72	8.48	8.49	8.49	1.11	1.92			
FG	0.88	8.48	8.48	8.48	1.11	0.98			
GH	0.79	8.48	8.48	8.48	1.11	0.87			
HI	0.59	8.48	8.48	8.48	1.11	0.65			
JK	0.59	8.48	8.48	8.48	1.11	0.65			
<b>TOTAL</b>	<b>11.25</b>			<b>8.48</b>		<b>125.1</b>			<b>AVERAGE GRADE 8.48</b>



LOT 2 OSWEGO STREET - Average Grade Calculation

Segment	Dist	P	101	Average	Country	Factor	Total Factor	Normal	Average grade
AB	15.18	8.48	8.48	8.48	1.11	16.85	151.12	0.10	0.00
BC	2.02	8.49	8.49	8.49	1.11	2.24			
CD	0.85	8.49	8.49	8.49	1.11	0.94			
DE	2.12	8.48	8.48	8.48	1.11	2.35			
<b>TOTAL</b>	<b>20.17</b>			<b>8.48</b>		<b>22.38</b>			<b>AVERAGE GRADE 8.48</b>



REV. NO.	DESCRIPTION	DATE
A	ADD ROAD DEDICATION TO LOT 1 & 2 REVISE SITE DATA TO BUILD LOT AREA LOT DEPTH, FRONT YARD SETBACK, SITE COVERAGES, OPEN SITE SPACE, REVISE LOT 2 DRIVEWAY, REVISE LOT 2 AVE, SPACE BUILDING HEIGHT	MAY 15/12
C	REVISED "RIGHT-OF-WAY" LABEL TO ROAD DEDICATION	DEC 18/12
D	REVISED LOT 2 PLAN DATA	MAY 20/13

#### SITE DATA - Lot 1 Oswego St.

LEGAL DESCRIPTION - PROPOSED LOT 1, PLAN 134,  
BECKLEY FARM, VICTORIA DISTRICT  
ZONING - R1-52

	EXISTING	PROPOSED
LOT AREA	614.04 M <sup>2</sup> (6610.04 FT <sup>2</sup> )	245.85 M <sup>2</sup> (2645.87 FT <sup>2</sup> )
LOT FRONTAGE	16.00 M (52.12')	16.00 M (52.12')
LOT NORTH	16.00 M (52.12')	16.00 M (52.12')
LOT DEPTH	36.85 M (119.41')	11.61 M (38.10')
SETBACKS		
FRONT	4.76 M (15.62')	1.82 M (5.97')
REAR	21.20 M (69.55')	5.20 M (17.06')
SIDE (INTERIOR)	0.80 M (2.62')	3.05 M (10.01')
SIDE (EXTERIOR)	2.33 M (7.64')	2.33 M (7.64')
AVG. GRADE	8.40 M (27.56')	8.40 M (27.56')
STOREYS	2 STOREYS	2 STOREYS
BUILDING HEIGHT	6.13 M (20.11')	6.13 M (20.11')
FLOOR AREA		
UPPER FLOOR	56.56 M <sup>2</sup> (612.07 FT <sup>2</sup> )	56.56 M <sup>2</sup> (612.07 FT <sup>2</sup> )
MAIN FLOOR	92.98 M <sup>2</sup> (1000.90 FT <sup>2</sup> )	92.98 M <sup>2</sup> (1000.90 FT <sup>2</sup> )
BASEMENT	N/A	35.64 M <sup>2</sup> (385.35 FT <sup>2</sup> )
TOTAL FLOOR AREA	149.55 M <sup>2</sup> (1612.95 FT <sup>2</sup> )	149.55 M <sup>2</sup> (1612.95 FT <sup>2</sup> )
FLOOR AREA RATIO	0.24	0.43
SITE COVERAGES	11.94 %	35.54 %
OPEN SITE SPACE	42.46 %	1.54 %
PARKING	1 SPACE	1 SPACE

#### SITE DATA - Lot 2 Oswego St.

LEGAL DESCRIPTION - PROPOSED LOT 2, PLAN 134,  
BECKLEY FARM, VICTORIA DISTRICT  
ZONING - R1-52

	PROPOSED
LOT AREA	265.77 M <sup>2</sup> (2873.02 FT <sup>2</sup> )
LOT FRONTAGE	16.00 M (52.44')
LOT NORTH	16.00 M (52.44')
LOT DEPTH	16.60 M (54.46')
SETBACKS	
FRONT	2.35 M (7.71')
REAR	6.02 M (19.75')
SIDE (NORTH)	2.15 M (7.05')
SIDE (SOUTH)	2.04 M (6.69')
AVG. GRADE	8.48 M (27.82')
STOREYS	2 STOREYS
BUILDING HEIGHT	7.49 M (24.57')
FLOOR AREA	
UPPER FLOOR	11.15 M <sup>2</sup> (120.41 FT <sup>2</sup> )
MAIN FLOOR	34.59 M <sup>2</sup> (372.55 FT <sup>2</sup> )
BASEMENT	50.41 M <sup>2</sup> (542.35 FT <sup>2</sup> )
GARAGE	21.43 M <sup>2</sup> (230.60 FT <sup>2</sup> )
TOTAL FLOOR AREA	117.17 M <sup>2</sup> (1265.91 FT <sup>2</sup> )
FLOOR AREA RATIO	0.60
SITE COVERAGES	36.12 %
OPEN SITE SPACE	34.75 %
PARKING	1 SPACE

#### DRAWING LIST:

- SK1 PROPOSED SITE PLAN & SITE DATA
- SK2 LOT 1 EXISTING FLOOR PLANS
- SK3 LOT 1 RENO FLOOR PLANS
- SK4 LOT 1 EXISTING ELEVATIONS
- SK5 LOT 1 RENO ELEVATIONS
- SK6 LOT 2 FLOOR PLANS
- SK7 LOT 2 ELEVATIONS
- SK8 LOT 2 ELEVATIONS
- SK9 SITE SECTION & STREETSCAPES

ZEBRADesign

1161 NEWPORT AVE  
Victoria, B.C. V8S 5E5  
PHONE: (250) 360-2144  
FAX: (250) 360-2115

Drawn By: K. BELFRY

Date: DEC 18, 2012

Scale: AS NOTED

Project:  
151 OSWEGO ST.  
PROPOSED  
SUBDIVISION

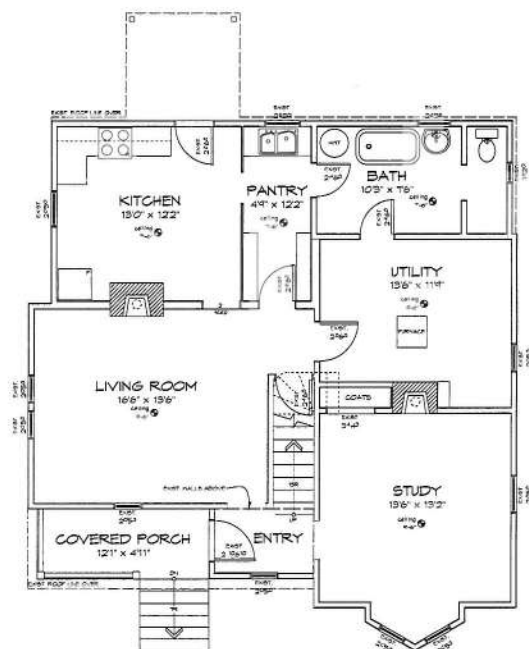
Title:  
PROPOSED SITE  
PLAN (LOT 1 & 2)  
& SITE DATA

Revision:  
A - MAY 15/12  
B - MAY 20/13  
C - DEC 18/12  
D - MAY 20/13

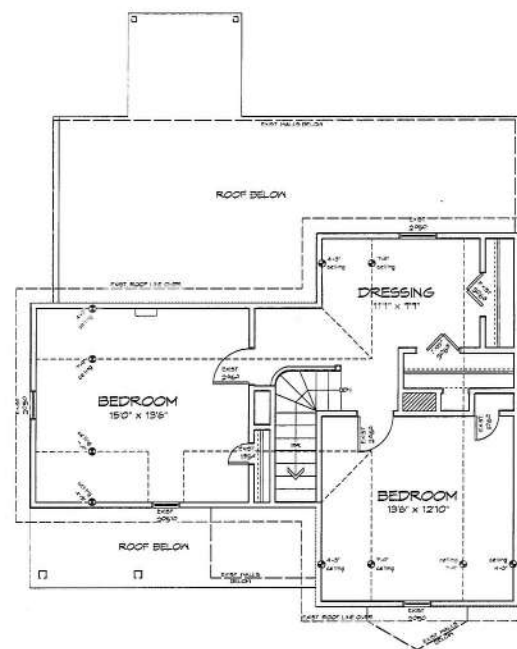
SK1

FIG. NO. 2152





1 Existing Main Floor Plan  
SK2 Scale: 1/4" = 1'-0"



2 Existing Upper Floor Plan  
SK2 Scale: 1/4" = 1'-0"

**ZEBRADESIGN**

1161 NEWPORT AVE  
Victoria, B.C. V8S 5S6  
Phone: (250) 360-2144  
Fax: (250) 360-2115

Drawn By: K. BELFRY  
Date: DEC 13, 2012  
Scale: AS NOTED

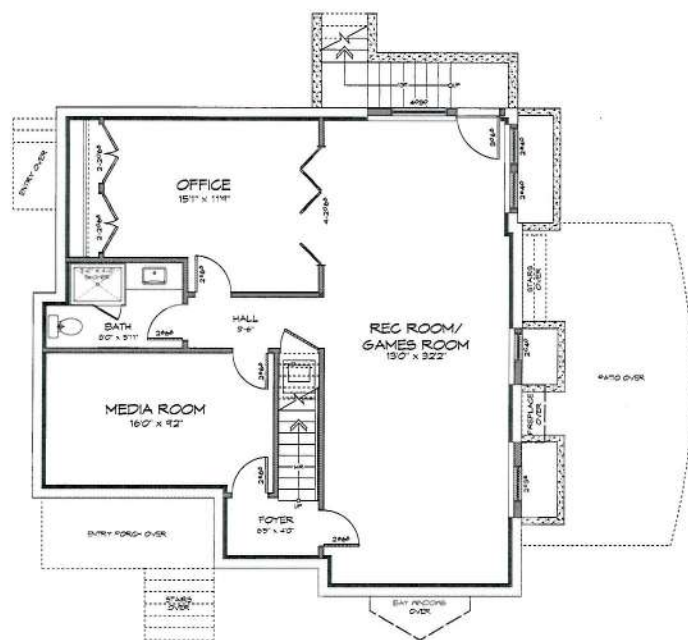
Project:  
151 OSWEGO ST.  
PROPOSED  
SUBDIVISION

Title:  
PROPOSED LOT 1  
FLOOR PLANS  
EXISTING & RENO

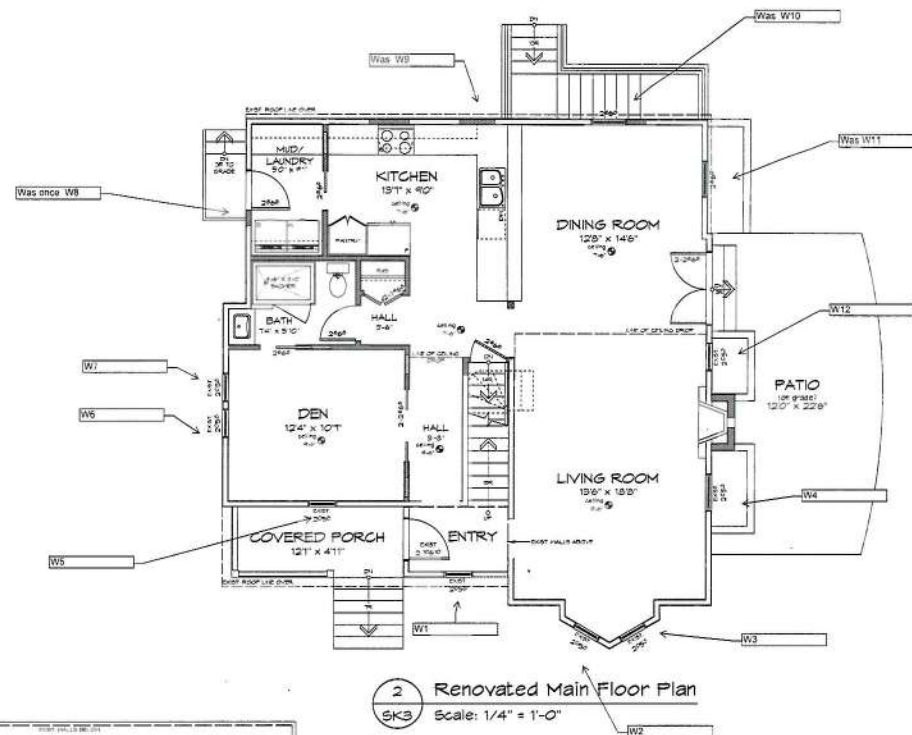
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Sheet:  
**SK2**

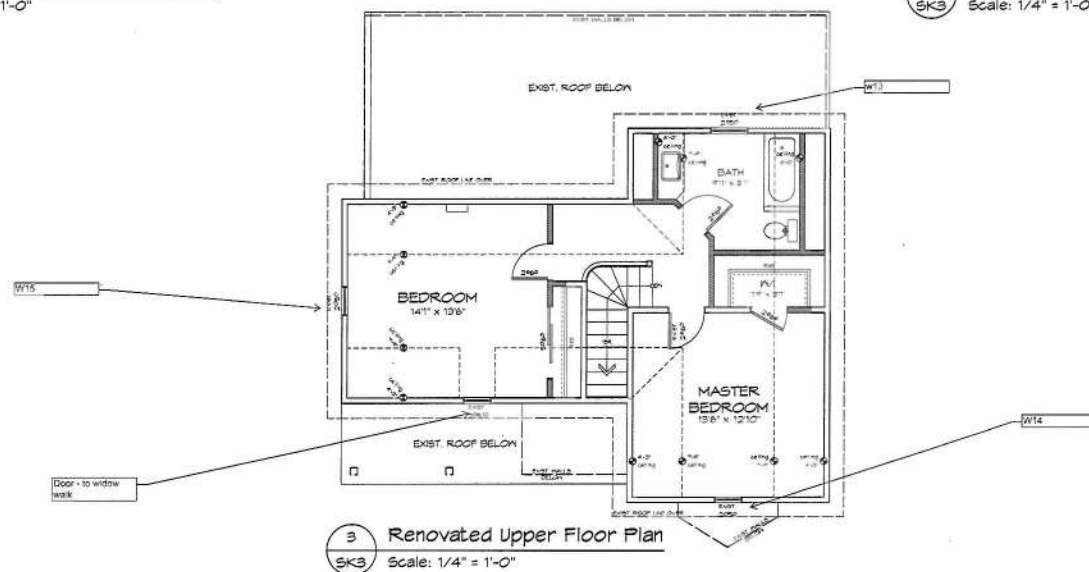
Proj No 2152



1 Renovated Basement Floor Plan  
SK3 Scale: 1/4" = 1'-0"



2 Renovated Main Floor Plan  
SK3 Scale: 1/4" = 1'-0"



3 Renovated Upper Floor Plan  
SK3 Scale: 1/4" = 1'-0"

**ZEBRADESIGN**

1161 NEWPORT AVE  
Victoria, B.C. V8S 5E6  
Phone: (250) 360-2144  
Fax: (250) 360-2115

Drawn By: K. BELFRY  
Date: DEC 13, 2012  
Scale: AS NOTED

Project:  
151 OSNEGO ST.  
PROPOSED  
SUBDIVISION

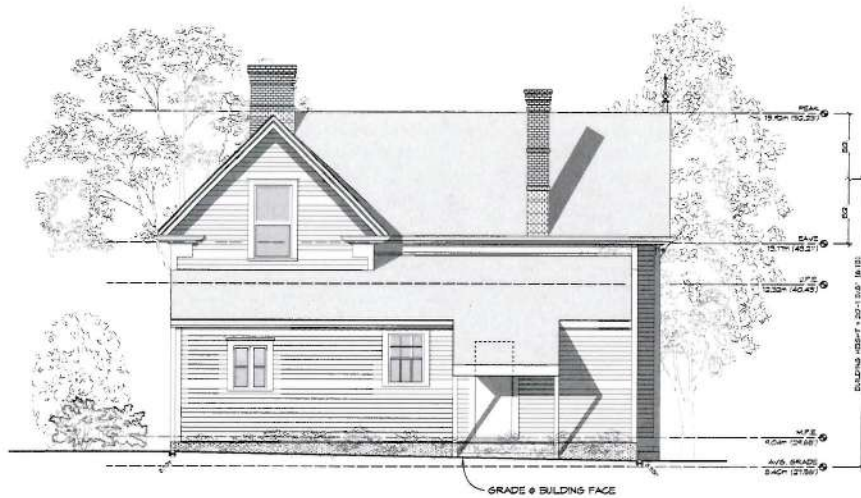
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PROPOSED LOT 1  
FLOOR PLANS  
EXISTING & RENO

Revision: Sheet:  
Amend this page  
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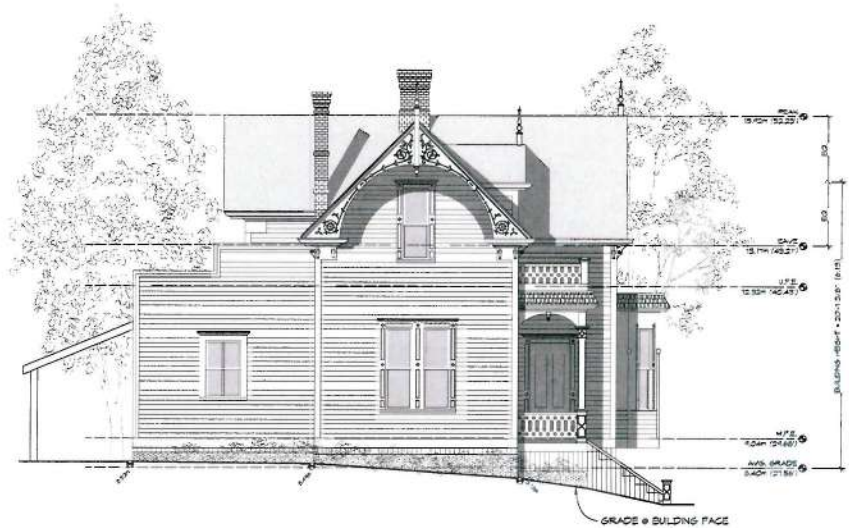
**SK3**

Proj. No. 2152

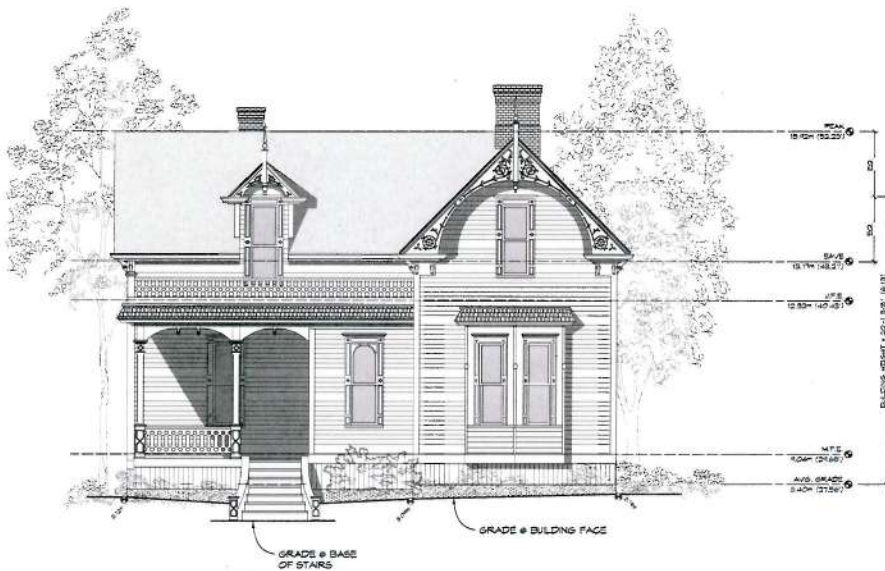




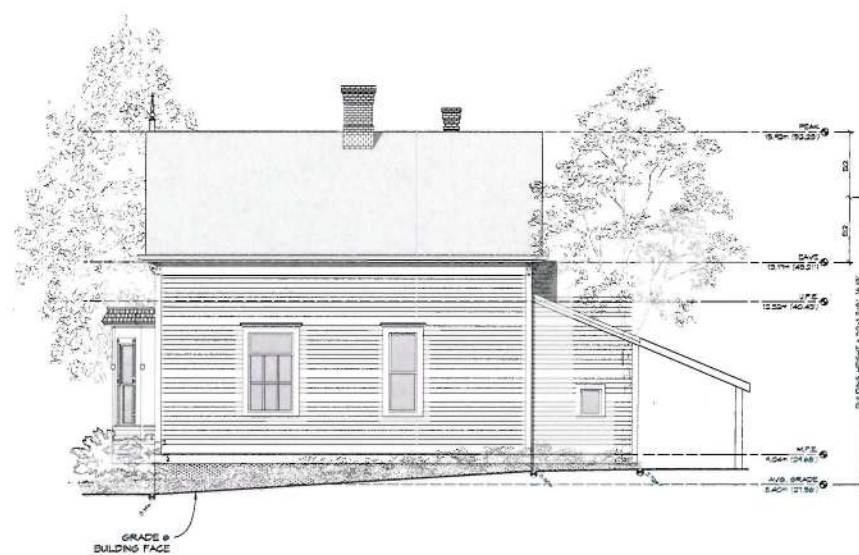
1 Existing Side (Interior) Elevation  
SK4 Scale: 1/4" = 1'-0"



2 Existing Front (Simcoe St.) Elevation  
SK4 Scale: 1/4" = 1'-0"



3 Existing Side (Oswego St.) Elevation  
SK4 Scale: 1/4" = 1'-0"



4 Existing Rear Elevation  
SK4 Scale: 1/4" = 1'-0"

ZEBRADESIGN



1161 NEWPORT AVE  
Victoria, B.C. V8S 5E6  
Phone: (250) 360-2144  
Fax: (250) 360-2115

Drawn By: K. BELFRY

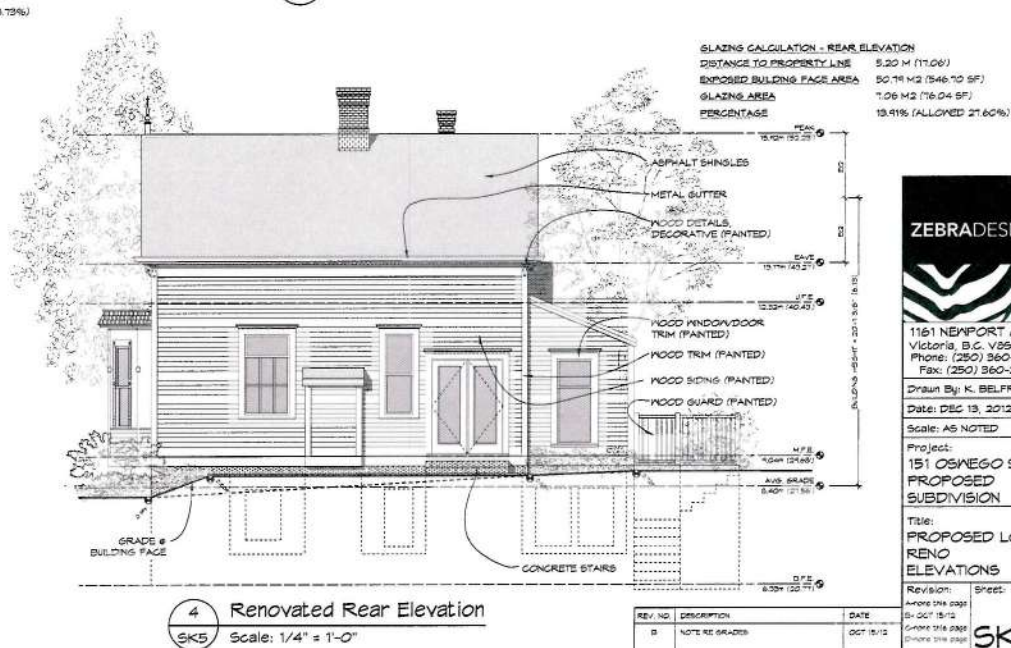
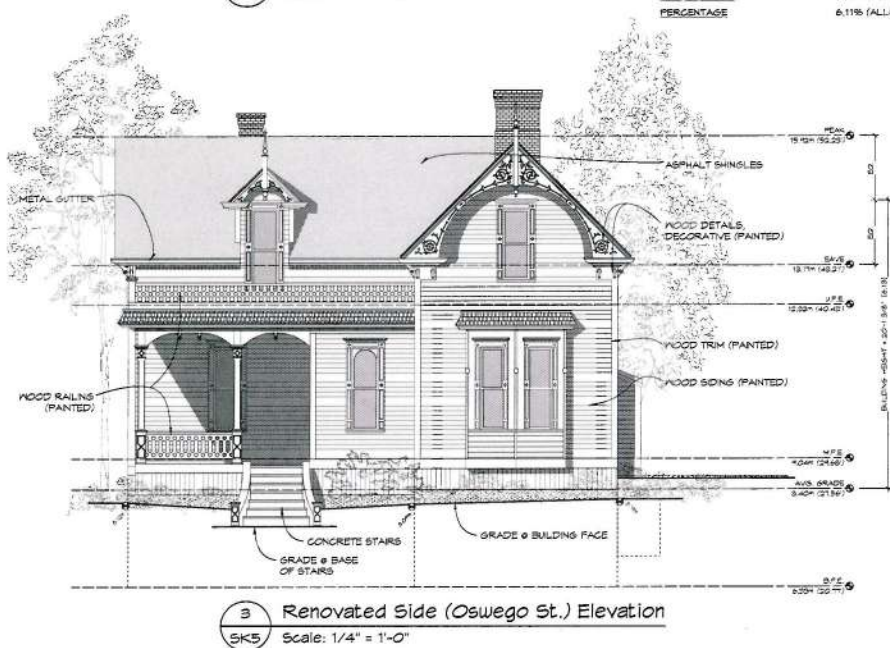
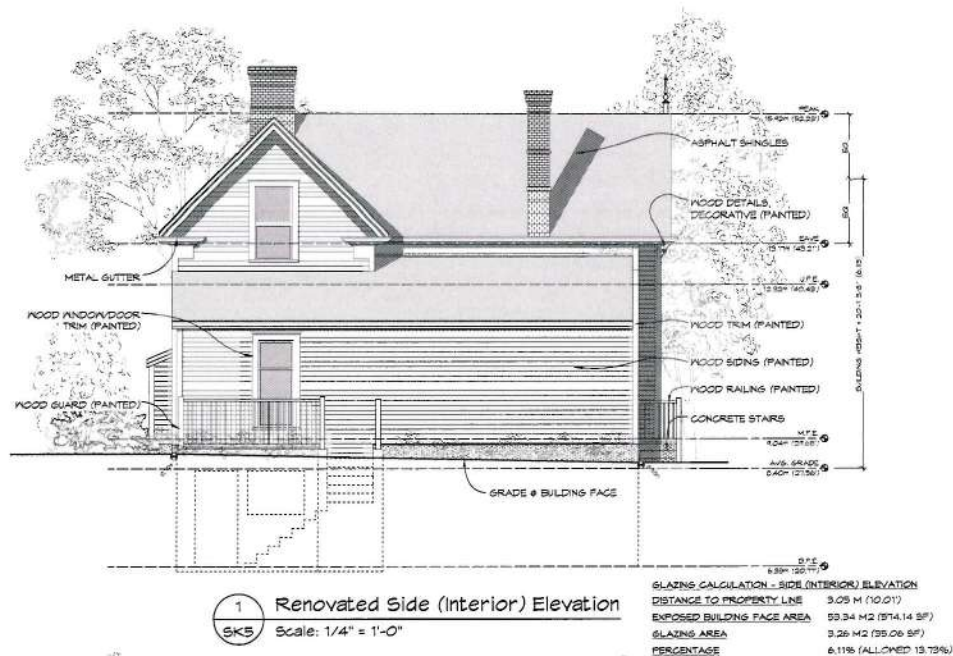
Date: DEC 19, 2012

Scale: AS NOTED

Project:  
151 OSWEGO ST.  
PROPOSED  
SUBDIVISION

Title:  
PROPOSED LOT 1  
EXISTING  
ELEVATIONS

REV. NO.	DESCRIPTION	DATE	REVISION:	SHEET
1	NOTE RE GRADES	OCT 19/12	Amend this page By OCT 19/12 Gross this page Change this page	SK4
				PROJ. NO. 2152



REV. NO.	DESCRIPTION	DATE
1	NOTE RE GRADER	OCT 15/12

Revision: where this page  
 by OCT 15/12  
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Project:  
 151 OSWEGO ST.  
 PROPOSED  
 SUBDIVISION

Title:  
 PROPOSED LOT 1  
 RENO  
 ELEVATIONS

Revision:  
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 by OCT 15/12  
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Sheet:  
**SK5**  
 Proj No 2152

ZEBRADESIGN

1161 NEWPORT AVE  
 Victoria, B.C. V8S 5E6  
 Phone: (250) 360-2144  
 Fax: (250) 360-2115

Drawn By: K. BELFRY

Date: DEC 13, 2012

Scale: AS NOTED

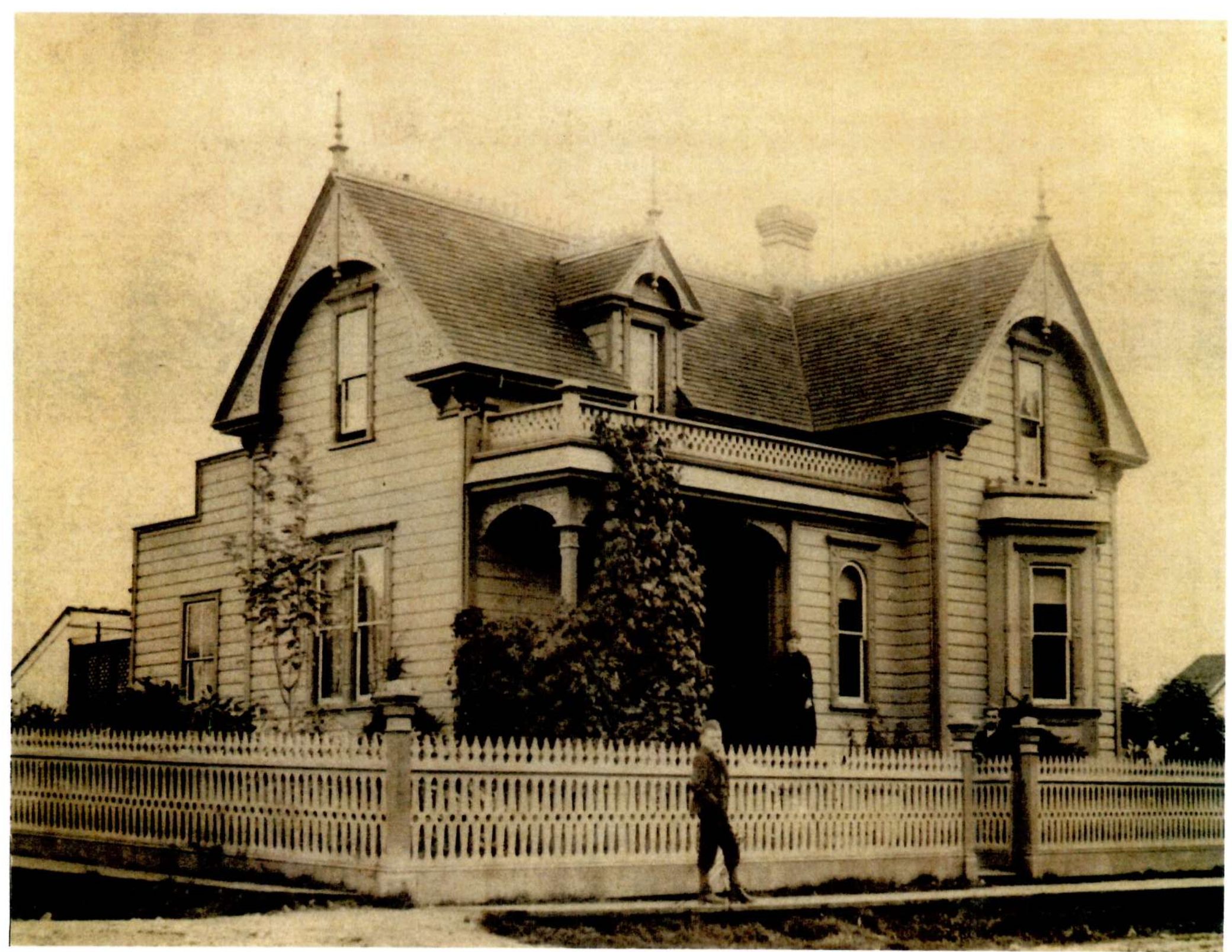
Project:  
 151 OSWEGO ST.  
 PROPOSED  
 SUBDIVISION

Title:  
 PROPOSED LOT 1  
 RENO  
 ELEVATIONS

Revision:  
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 by OCT 15/12  
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Sheet:  
**SK5**  
 Proj No 2152













# THE STANDARDS

The Standards are not presented in a hierarchical order. All standards for any given type of treatment must be considered, and applied where appropriate, to any conservation project.

## General Standards for Preservation, Rehabilitation and Restoration

1. Conserve the *heritage value* of an *historic place*. Do not remove, replace or substantially alter its intact or repairable *character-defining elements*. Do not move a part of an historic place if its current location is a character-defining element.
2. Conserve changes to an *historic place* that, 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 an *historic place* that requires minimal or no change to its *character-defining elements*.
6. Protect and, if necessary, stabilize an *historic place* until any subsequent *intervention* is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of *character-defining elements* 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 elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving *prototypes*.
9. Make any *intervention* needed to preserve *character-defining elements* physically and visually compatible with the *historic place* and identifiable on close inspection. Document any intervention for future reference.

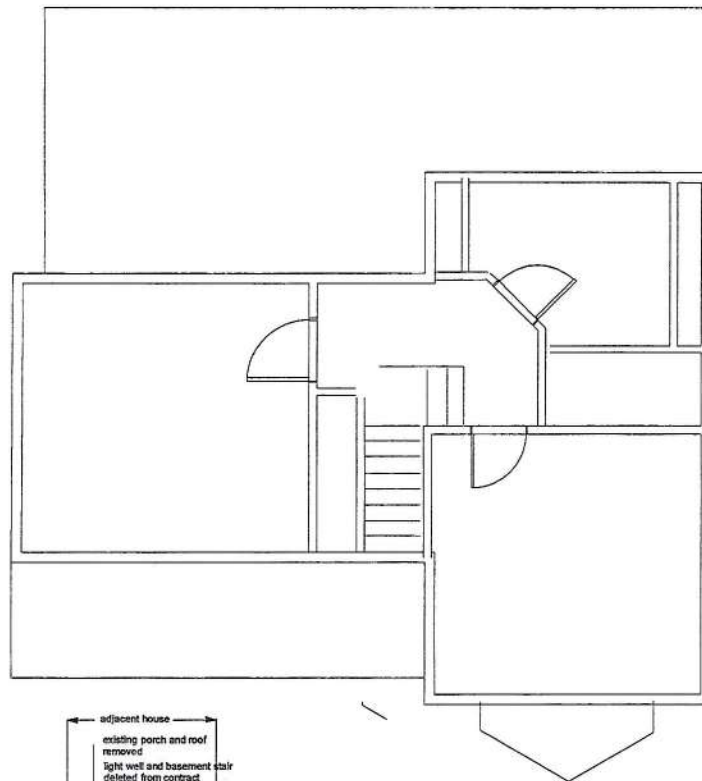


### Additional Standards Relating to Rehabilitation

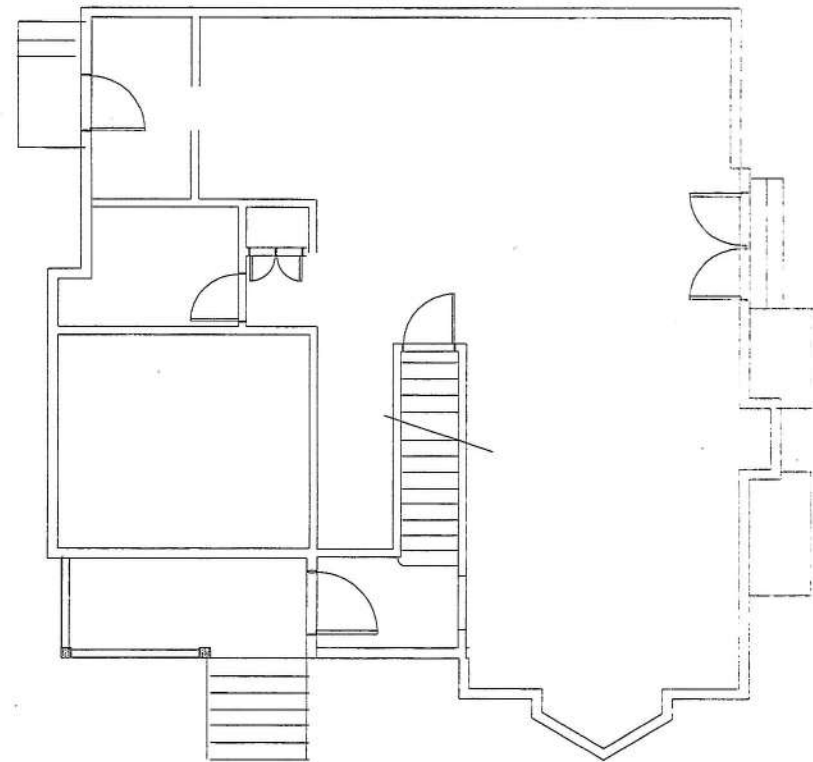
10. Repair rather than replace *character-defining elements*. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.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

### 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.

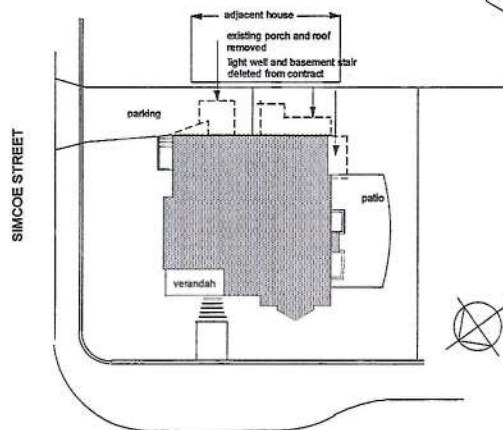


UPPER FLOOR PLAN



MAIN FLOOR PLAN

NOTE: BASEMENT FLOOR PLAN NOT SHOWN



OSWEGO STREET

LEGAL DESCRIPTION: PROPOSED LOT 1, PLAN 134  
BECKLEY FFARM, VICTORIA

ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

KEY CECCO ARCHITECTURE LTD  
1124 FORT STREET, VICTORIA, V8V 3K8  
250 382 3823  
john@kcarchitecture.com

FLOOR PLANS, SITE PLAN

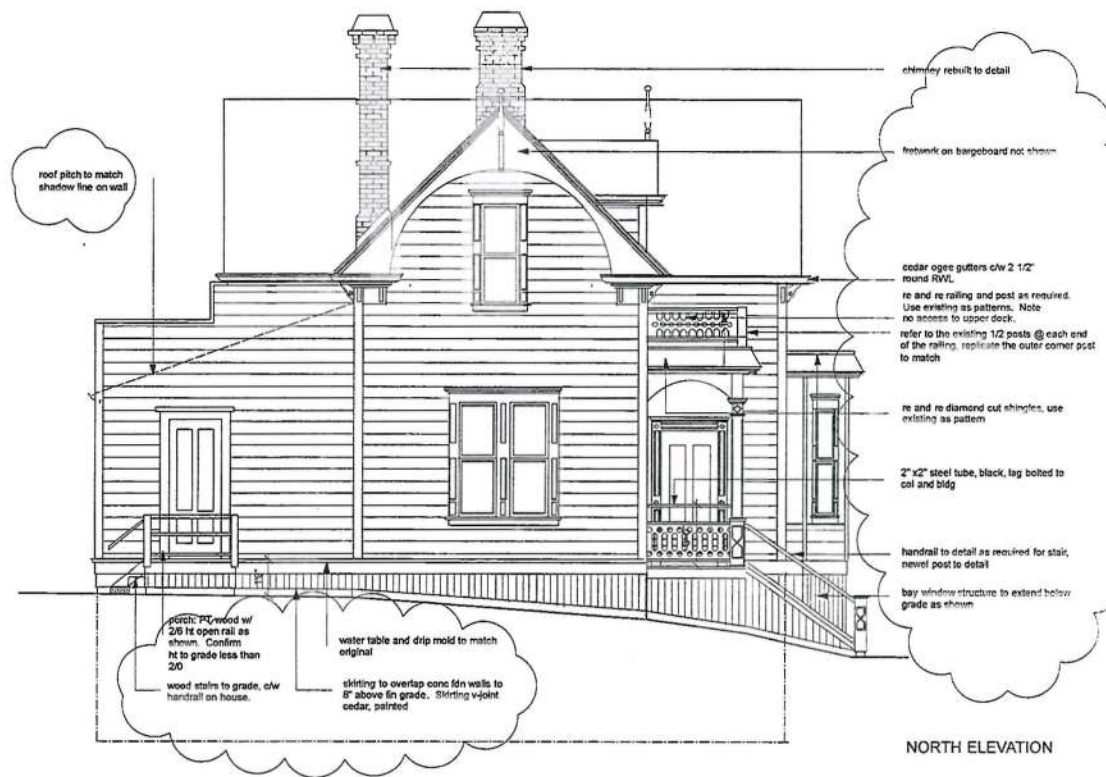
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DATE: FEBRUARY 03, 2015  
PLOT DATE: FEBRUARY 03, 2015

A-01

Received  
City of Victoria

FEB 11 2015

Planning & Development Services Division



NORTH ELEVATION

Received  
City of Victoria

FEB 11 2015

Planning & Development Department  
Development Services Division

- NOTE:
1. REFER TO SHEET A-06 FOR DETAILS
  2. REFER TO SHEET A-07 FOR PHOTOGRAPHS PRIOR TO DECONSTRUCTION
  3. REFER TO THE DRAWINGS PREPARED BY ZEBRA DESIGN FOR BUILDING ENVELOPE DETAILS
  4. CONFIRM REPAIR AND/OR REBUILDING OF EXISTING COMPONENTS AND DECORATIVE TRIM PIECES WITH THE ARCHITECT AND HERITAGE CONSULTANT PRIOR TO STARTING WORK



denotes changes from drawings previously submitted to the City

ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

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1124 FORT STREET, VICTORIA, V8V 3K8  
250 382 3823  
john@kcarchitecture.com

NORTH ELEVATION

SCALE: 1/4" = 1'0" UNO  
DATE: FEBRUARY 03, 2015  
PLOT DATE: FEBRUARY 03, 2015

A-02

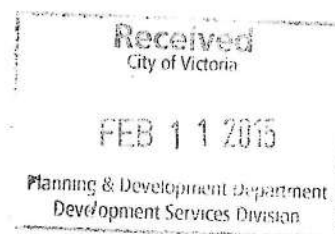




PHOTOGRAPHS DECEMBER 2014



EAST ELEVATION



NOTE:  
1. REFER TO SHEET A-06 FOR DETAILS  
2. REFER TO SHEET A-07 FOR PHOTOGRAPHS PRIOR TO DECONSTRUCTION  
3. REFER TO THE DRAWINGS PREPARED BY ZEBRA DESIGN FOR BUILDING ENVELOPE DETAILS  
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denotes changes from drawings previously submitted to the City

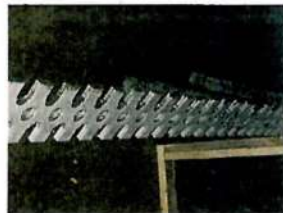
ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

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1124 FORT STREET, VICTORIA, V8V 3K8  
250 382 3823  
john@kcarchitecture.com

EAST ELEVATION

SCALE: 1/4" = 1'0" UNO  
DATE: FEBRUARY 03, 2015  
PLOT DATE: FEBRUARY 03, 2015

A-03



WEST ELEVATION

- NOTE:
1. REFER TO SHEET A-06 FOR DETAILS
  2. REFER TO SHEET A-07 FOR PHOTOGRAPHS PRIOR TO DECONSTRUCTION
  3. REFER TO THE DRAWINGS PREPARED BY ZEBRA DESIGN FOR BUILDING ENVELOPE DETAILS
  4. CONFIRM REPAIR AND/OR REBUILDING OF EXISTING COMPONENTS AND DECORATIVE TRIM PIECES WITH THE ARCHITECT AND HERITAGE CONSULTANT PRIOR TO STARTING WORK



denotes changes from drawings previously submitted to the City

ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

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250 382 3823  
john@kcarchitecture.com

WEST ELEVATION

SCALE: 1/4" = 1'0" UNO  
DATE: FEBRUARY 3, 2015  
PLOT DATE: FEBRUARY 3, 2015

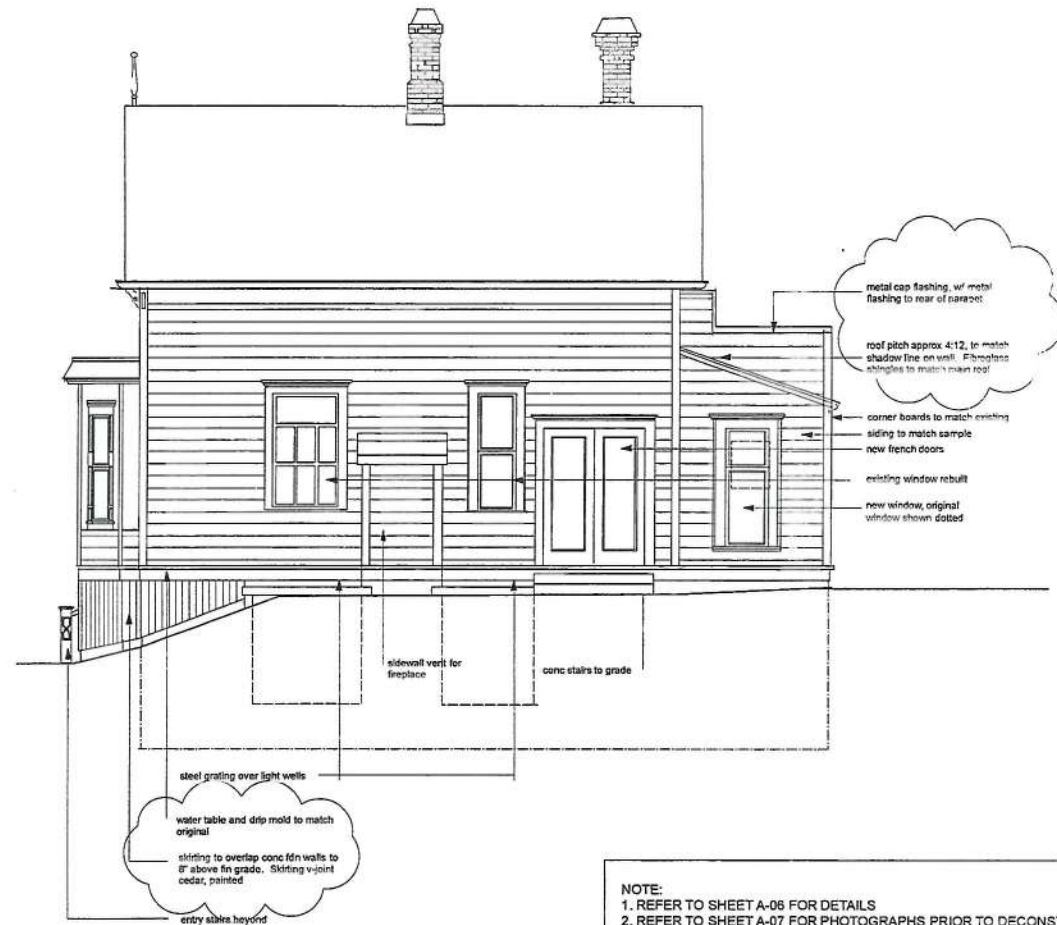
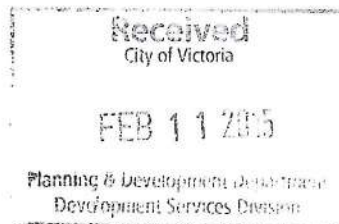
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City of Victoria

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A-04

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Development Services Division





- NOTE:
1. REFER TO SHEET A-06 FOR DETAILS
  2. REFER TO SHEET A-07 FOR PHOTOGRAPHS PRIOR TO DECONSTRUCTION
  3. REFER TO THE DRAWINGS PREPARED BY ZEBRA DESIGN FOR BUILDING ENVELOPE DETAILS
  4. CONFIRM REPAIR AND/OR REBUILDING OF EXISTING COMPONENTS AND DECORATIVE TRIM PIECES WITH THE ARCHITECT AND HERITAGE CONSULTANT PRIOR TO STARTING WORK



denotes changes from drawings previously submitted to the City

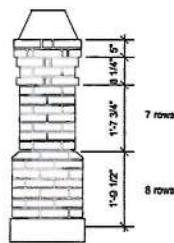
ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

KEY CECCO ARCHITECTURE LTD  
1124 FORT STREET, VICTORIA, V8V 3K8  
250 382 3823  
john@kcarchitecture.com

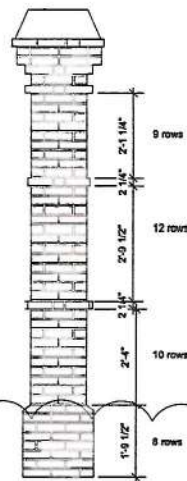
SOUTH ELEVATION

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DATE: FEBRUARY 3, 2015  
PLOT DATE: FEBRUARY 3, 2015

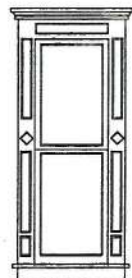
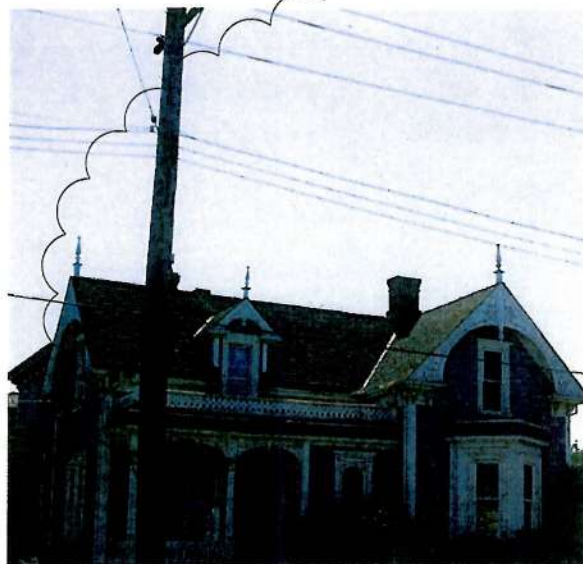
A-05



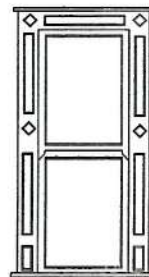
DETAIL OF CHIMNEY A



confirm construction of chimney with structural engineer  
confirm installation of seismic bracket on tall chimney with engineer  
DETAIL OF CHIMNEY B



WINDOW TO NON ACCESSIBLE  
BALCONY. REFER TO PHOTOGRAPH  
AND LOWER WINDOWS FOR DETAIL.

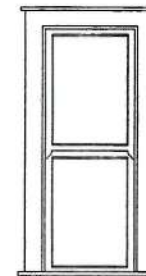


WINDOW IN WEST GABLE.  
REFER TO PHOTOGRAPH  
AND LOWER WINDOWS FOR DETAIL  
OF HORNS AND TRIM

WINDOW IN WEST GABLE.  
REFER TO PHOTOGRAPH  
AND LOWER WINDOWS FOR DETAIL  
OF HORNS AND TRIM



WINDOW IN SOUTH GABLE.  
REFER TO PHOTOGRAPH  
FOR DETAIL OF HORNS AND TRIM



ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

KEAY CECGO ARCHITECTURE LTD  
1124 FORT STREET, VICTORIA, V8V 3K8  
250 382 3823  
john@kcarchitecture.com

DETAILS

SCALE: 1/4" = 1'0" UNO  
DATE: MARCH 3, 2015  
PLOT DATE: MARCH 3, 2015

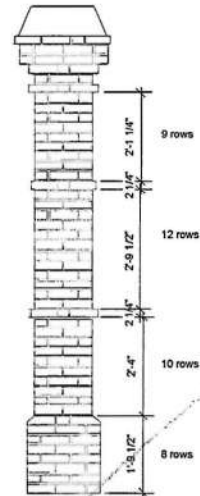
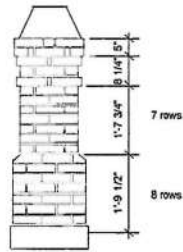
Received  
City of Victoria

MAR 04 2015

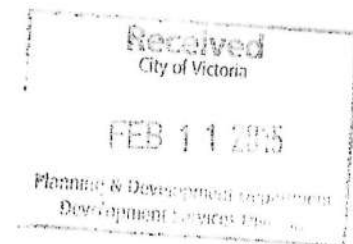
A-06

Planning & Development Department  
Development Services Division





confirm construction of chimney with structural engineer  
confirm installation of seismic bracket on tall chimney with engineer



ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

KEY CECCO ARCHITECTURE LTD  
1124 FORT STREET, VICTORIA, V8V 3K8  
250 382 3823  
john@kcarchitecture.com

DETAILS

SCALE: 1/4" = 1'0" UNO  
DATE: FEBRUARY 3, 2015  
PLOT DATE: FEBRUARY 3, 2015

A-06



ARCHIVAL PHOTOGRAPH, ND



PHOTOGRAPHS TAKEN 1984



PHOTOGRAPHED, AUGUST 2010

ALTERATIONS TO 151 OSWEGO STREET, VICTORIA  
FOR  
HANS DE GOEDE DEVELOPMENT

KEYAY CECOCO ARCHITECTURE LTD  
1124 FORT STREET, VICTORIA, V8V 3K8  
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PHOTOGRAPHS

SCALE: NTS  
DATE: JANUARY 21, 2015  
PLOT DATE: JANUARY 21, 2015

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City of Victoria

A-07

FEB 11 2015

Planning & Development Department  
Development Services Division





February 5, 2015

**City of Victoria**  
1 Centennial Square  
Victoria, British Columbia  
V8W 1P6

**Attn.:** Mayor Helps & Council Members

**Re: Heritage Alteration Permit**  
**151 Oswego Street**  
**Victoria, British Columbia**

Dear Mayor and Council,

This letter is in response to the work being completed on the property located at 151 Oswego Street where the heritage designated historic home has been placed on a new concrete foundation in preparation for exterior conservation allowing for the redevelopment of the south side of the property. This letter will focus on the conservation of the heritage home taking into consideration the scope of work that has already been approved under the Minor Heritage Alteration Permit (MHAP #00108), addressing design deviations from this previous approval and ensuring the work is completed as per the final approved drawing and detail package.

The heritage house at 151 Oswego Street is a fine example of an Italianate cottage with the extensive application of decorative trim and quality millwork. Located at the corner of Oswego and Simcoe Sts., both the north and west elevations are on full display. Granted heritage designation in 1977 and relocated onto a new foundation in 2014, it is now in a state of disrepair requiring major rehabilitation. The proposed work will leave the main character defining elevations facing Simcoe and Oswego Streets substantially intact with only minor changes. The new additions and alterations will be confined for the most part to the south and back elevations. The conservation approach, as per the Standards & Guidelines for the Conservation of Historic Places in Canada, will be rehabilitation - 'involving the sensitive adaptation of a historic place... for a continuing or compatible contemporary use, while protecting its heritage value.' This will be achieved through repairs, alterations and/or additions and will include the replacement of missing historical features either through accurate replication or through a new design compatible with the design and character of the historic place.

Currently approved conservation work included the restoration and adaptation of the windows for improved thermal efficiency as per the previously approved Heritage Alteration Permit (HAP) and in accordance with the directions provided in the window condition assessment that forms a part of the Heritage Revitalization Agreement (HRA). The guardrails and trim were to be repaired and reinstated where the original material still existed and replicated where necessary with an allowance for new guards around the front porch as required. The front porch was to be renewed to provide protection



over habitable living space while the steps, though not contemporary with the original building, were to be recreated to replicate those that were designated. Asphalt shingles were to be the roof finish over the porch and bay windows while new pre-finished sheet metal gutters were to be installed. The chimneys were to be renewed under the direction of a structural engineer to replicate the original clay brick chimneys. A new side entrance was to be constructed to provide access on the north elevation. The door was to be compatible in appearance with the original windows and doors while the concrete steps and landing with a wood frame guardrail were to be of a more contemporary style incorporating simple vertical pickets. A new fireplace extension and a set of new French doors, sympathetic to the character of the house, were to be installed on the south elevation. The concrete foundation was to be exposed around the entire perimeter.

Proposed changes to the approved scope of work include refurbishing and reinstating the original front porch guardrail while adding a contemporary steel top rail to meet code requirements. The bay window on west elevation will extend down to grade and be finished at the base with vertical v-joint cedar skirting that will clad the concrete foundation around the entire perimeter of the house. The porch and bay window roofs are to have the cedar diamond shingles reinstated, utilizing replicated material where necessary while the new gutters are to replicate the cedar material and ogee profile of the original gutters. The chimneys, in addition to being replicated, are to also have a sloped mortar cap finish. A modified stair and landing utilizing wood frame construction will provide access to the entrance on the north elevation. The design for the guardrail will contemporarily reflect the guard around the front porch. The extension on the east elevation, removed to facilitate the placement of the house on the new foundation will be replicated as per the previously approved conservation drawings which had this extension retained and restored. The window on the south elevation of this addition, previously identified for reconditioning, will actually be a replacement window replicating the larger typical windows of the house.

All original trim and finish materials are to be retained, repaired and reinstated where possible and replicated with similar material utilizing identical geometry where necessary. Flashing is to be added where necessary to provide improved protection from future deterioration to the original trim and finishes. The addition this flashing is to be sympathetic to the appearance of the finishes of the house.

All of the previous approved work and proposed changes will be completed under the guidance of the Standards and Guidelines for the Conservation of Historic Places in Canada as follows:

- Repairing an exterior wall assembly, including its functional and decorative elements, by using a minimal intervention approach.
- Modifying, designing or replacing a new entrance, porch or balcony required by a new use or applicable codes and regulations, in a manner that is compatible with the buildings style, era and character.
- Replacing missing historic features by designing and constructing a new portion of the exterior wall assembly, based on physical and documentary evidence, or one that is compatible in size, scale, material, style and colour.



- Designing and installing a new window, door or storefront when it is completely missing, with a new design that is compatible with the style, era and character of the historic place, or a replica based on documentary evidence.

It is trusted that this letter meets with your requirements for the Heritage Alteration Permit at 151 Oswego Street. Please do not hesitate to contact me if you have any questions or comments or wish to further discuss the contents of this letter.

Sincerely,



John Dam, Principal

Building Conservation Engineer

B.A.Sc., M.Sc., P.Eng., MCAHP, LEED AP BD+C

# KEAY CECCO ARCHITECTURE LTD

JOHN KEAY, ARCHITECT, AIBC  
LARRY CECCO, IA, AIBC, MRAIC  
1124 FORT STREET,  
VICTORIA, V8V 3K8

November 30, 2014

Hans de Geode  
1840 Kings Road  
Victoria, BC V8R 2P3

via email handsgoededeved@gmail.com

Dear Hans,

re: alterations to 151 Oswego Street

Further to our conversation, I met with Murray Miller, regarding work to be done on the house. Murray has explained to me that the work is directed by a Heritage Revitalization Agreement, and that this agreement required the work to be done under the direction of a registered Architect and also an individual who is a member of CAHP.

Our Architectural services would be:

- i. Drawings prepared for a Heritage Alteration Permit application. The scope of work would be generally as shown in the drawings as prepared by Zebra design drawings dated March, 2014
- ii. Identify work which has been carried out in contravention of the City agreements
- iii. Research and preparation of drawings for building elements which have been removed, including the chimneys, summer kitchen, and other elements
- iv. Confirm that work will be done in accordance with the window assessment
- v. Obtaining agreement from all parties involved in the proposed blasting that no damage to the house will result
- vi. Co-ordination with a structural engineer
- vii. Co-ordination with a member of CAHP as required
- viii. The obtaining of strip out and Building permits is the responsibility of the Owner

Work would be done at our normal hourly rates. ~~For a complete list of our fees, please refer to the attached fee schedule.~~ Please note the following:

- i. a professional service agreement forms part of this proposal (attached)
- ii. disbursements, including items such as printing, application fees, and GST, would be invoiced at cost plus 5%
- iii. other consultant services, such as structural, mechanical, electrical, and quantity surveyor would be in addition to our fees. I will confirm with the City as to whether a separate heritage planner (a member of CAHP) is required

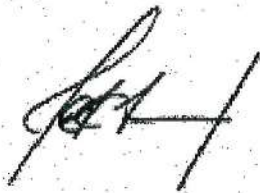


Tel: 250 382 3823  
Fax: 250 382 0413  
Email: john@kcarchitecture.com

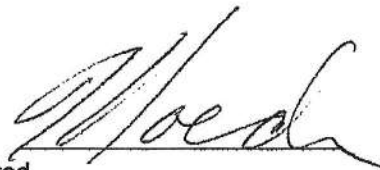
- iv. Keay & Associate carries professional liability insurance with a value of \$2,000,000 aggregate and \$2,000,000 per claim
- v. The drawing would be based on your sketch.
- vi. changes to the scope of work which result in additional fees would be negotiated prior to undertaking the revised work
- vii. liability is limited to the extent of our fees.

Thanks for considering us for this work, we are looking forward to assisting you with this project. If you have any questions do not hesitate to call, please sign and return one copy by fax, or confirm acceptance by return email.

Yours truly,



John Keay



accepted



**John Dam & Associates**  
Building Conservation Engineering

250-388-5288  
john@jdabc.ca  
jdabuildingconservation.ca

January 5, 2015

**Hans DeGoede Development Ltd.**  
1840 Kings Road  
Victoria, British Columbia  
V8R 2P3

**Attn.: Hans DeGoede**

**Re: Heritage Consulting Services**  
151 Oswego Street  
Victoria, British Columbia  
Project #: 1004.P01

Dear Hans:

In response to meeting with you (the Client) on site on December 23, 2014 and meeting with John Keay of Keay & Associate Architecture Ltd. (the registered professional) a few days previously, John Dam & Associates (JDA) is pleased to submit this proposal to provide heritage consulting services relating to the conservation of the historic building envelope and associated assemblies at 151 Oswego Street, Victoria.

### Scope of Work

The heritage house at 151 Oswego Street is a fine example of an Italianate cottage with the extensive application of decorative trim and quality millwork. Located at the corner of Oswego and Simcoe Sts., both the north and west elevations are on full display. Designated in 1977, it has been contemplated for redevelopment on a number of occasions, most recently considered by the Heritage Advisory Committee in February of 2013, and now currently in the process of ameliorating the work completed to date to bring it back in accordance with the Heritage Revitalization Agreement (HRA) and the Heritage Alteration Permit (HAP). The scope of work approved and completed to date includes the relocation of the house onto a new concrete foundation within the original lot. Work undertaken that has not met with the approval of the City includes a number of exterior alterations and the partial demolition of a portion of the building. It is understood that the City of Victoria requires a registered architect and a professional heritage consultant to review the redevelopment work that is being completed on the house to ensure that it is in conformance with the HRA and the HAP and sympathetic to the recommendations provided by the Standards and Guidelines for the Conservation of Historic Places in Canada (S&G's).



**John Dam & Associates**  
Building Conservation Engineering



## Scope of Proposed Services and Fees

The heritage consulting work on this project will require the review of the HRA and the HAP (including drawings and specifications) to fully understand the scope of conservation work and the associated objectives of the City and to ensure that the proposed work is in accordance with the S&G's. The recommended, specified and detailed preservation work will have to be coordinated with the registered professional and a number of site reviews will be required to determine that the approved work, as identified by the HAP, is being completed in conformance with it. These site reviews will be coordinated with the registered professional to ensure that they are not unnecessarily duplicated. Dialogue with the city staff will also have to be maintained as well as the provision of any necessary documentation that will be requested to ensure that their requirements are addressed.

Invoices are rendered monthly with payment due within 30 days. GST is in addition to all fees and disbursements.

## Terms and Conditions

All consulting work completed by JDA takes into consideration the highest achievable levels of durability and sustainability both in design and construction. In addition, work on historic buildings is aligned with guidelines that govern such work including the *Standards and Guidelines for the Conservation of Historic Places in Canada*.

JDA does not have the expertise in the identification of organic growth associated with the deterioration of building materials nor its' impact on human health. JDA therefore cannot provide an opinion towards its extent of growth or its' potential health risk to those that come in contact with any such substance and cannot be held liable towards its' impact on the project and health of the people related to the project beyond reporting observations that are made of the presence of any material that may present itself as such a substance.

JDA does not provide services normally performed by other consultants including the identification of mould, fungus, mildew, asbestos, or other pollutants and contaminants. Our insurance policy has the industry standard exclusions relating to these substances. The Client agrees that JDA shall have no liability for any cause of action relating to them.

JDA has professional liability insurance coverage through Marsh Canada Ltd., including coverage for water ingress, which is not less than \$1,000,000 per claim or aggregate limit for the policy period. Any and all claim(s) brought against JDA shall be limited to the completed scope of services and the extent of coverage provided by the professional liability insurance in force.

Should this proposal be found favourable and subsequently accepted, we request the return of a signed copy to confirm the engagement of services.

Thank you for the invitation to provide you with this proposal. We trust that it meets with your requirements. Please do not hesitate to contact us if you have any questions or comments or wish to further discuss the contents of this proposal.

Sincerely,



John Dam, Principal

Building Conservation Engineer

B.A.Sc., M.Sc., P.Eng., MCAHP, LEED AP BD+C

Please confirm your acceptance of this proposal by returning a signed copy.

Name:

HANS DE GOENGE

Signature:



Date:

FEB 11/15