

## CITY OF ST. ALBERT

### BYLAW 14/2022

#### A Bylaw to designate the Lorne and Marguerite Akins Residence as a Municipal Historic Resource

WHEREAS Section 26 of the *Historical Resources Act* R.S.A. 2000, c. H-9, as amended, provides that a municipality may by bylaw designate any historic resource within the municipality whose preservation it considers to be in the public interest, together with any land on which it is located, as a Municipal Historic Resource; and

WHEREAS Section 29 of the *Historical Resources Act* provides that a condition or covenant relating to the preservation or restoration of any land or building may be entered into by the owner of land and the council of a municipality; and

WHEREAS the Council of the City of St. Albert has determined that it is in the public interest to preserve the building known as the Lorne and Marguerite Akins Residence and the land upon which the building is situated as a Municipal Historic Resource.

NOW THEREFORE the Council of the City of St. Albert, having served notice of intent to pass this bylaw upon the owner of the property legally described as Plan 2459 RS, Block 8, Lot 3 Excepting thereout all mines and minerals and having otherwise complied with the requirements of the *Historical Resources Act*, hereby ENACTS AS FOLLOWS:

#### TITLE

1. This Bylaw may be referred to as the “Lorne and Marguerite Akins Residence Bylaw”.

#### DEFINITIONS

2. In this Bylaw:
  - a. “Act” means the *Historical Resources Act*, R.S.A., 2000, c.H-8, and all amendments thereto;
  - b. “City” means the municipal corporation of the City of St. Albert, or where the context so requires, the area contained within the boundaries of the City of St. Albert;

- c. "Chief Administrative Officer" or "CAO" means the individual appointed by Council to the position of Chief Administrative Officer under section 205 of the *Municipal Government Act*;
- d. "Council" means the municipal Council of the City of St. Albert;

## SUBSTANTIVE SECTIONS

- 3. The building known as the Lorne and Marguerite Akins Residence, located at 8 Burnham Avenue, and the lands on which the building is located, being the lands legally described as Plan 2459 RS, Block 8, Lot 3 Excepting thereout all mines and minerals, as shown in Schedule "A" to this bylaw are hereby designated as a Municipal Historic Resource ("Historic Resource").
- 4. The Historic Resource possesses heritage value as described in the Statement of Significance in Schedule "B" to this bylaw.
- 5. The physical elements of the Historic Resource that are protected are hereafter referred to as the Character-Defining Elements. The Character-Defining Elements are described in Schedule "B".
- 6. The Chief Administrative Officer is authorized to administer the implementation of any matters arising out of this Historic Resource designation and, in particular,
  - a. to determine whether a written approval shall be given under Section 7 of this bylaw; and
  - b. to execute on behalf of the City of St. Albert a Conservation and Monitoring Agreement in form and content substantially as set out in Schedule "C" to this bylaw, including any amendments that are consistent with this bylaw.
- 7. No person shall:
  - a. destroy, disturb, alter, restore, repair or in any way cause changes to the Historic Resource; or
  - b. remove any historic object from the Historic Resourcewithout the written approval of the Chief Administrative Officer.

8. Subject to Section 9 the Chief Administrative Officer has the discretion to refuse to grant an approval under Section 7 of this bylaw or to make the approval subject to any conditions the Chief Administrative Officer considers appropriate.
9. In exercising any authority or discretion under this bylaw the Chief Administrative Officer shall consider the Standards and Guidelines for the Conservation of Historic Places in Canada adopted for use in Alberta by the Province of Alberta.

### SEVERABILITY

10. Should any provision of this bylaw be invalid, then the invalid provision shall be severed, and the remainder of this bylaw shall be maintained.

READ a First time this 20th day of June 2022.

READ a Second time this 20th day of June

2022. READ a Third time this 20th day of June 2022.

SIGNED AND PASSED this 21<sup>st</sup> day of June 2022.

  
Cathy Heron (Jun 21, 2022 13:46 MDT)

MAYOR

  
David Leflar (Jun 21, 2022 13:47 MDT)

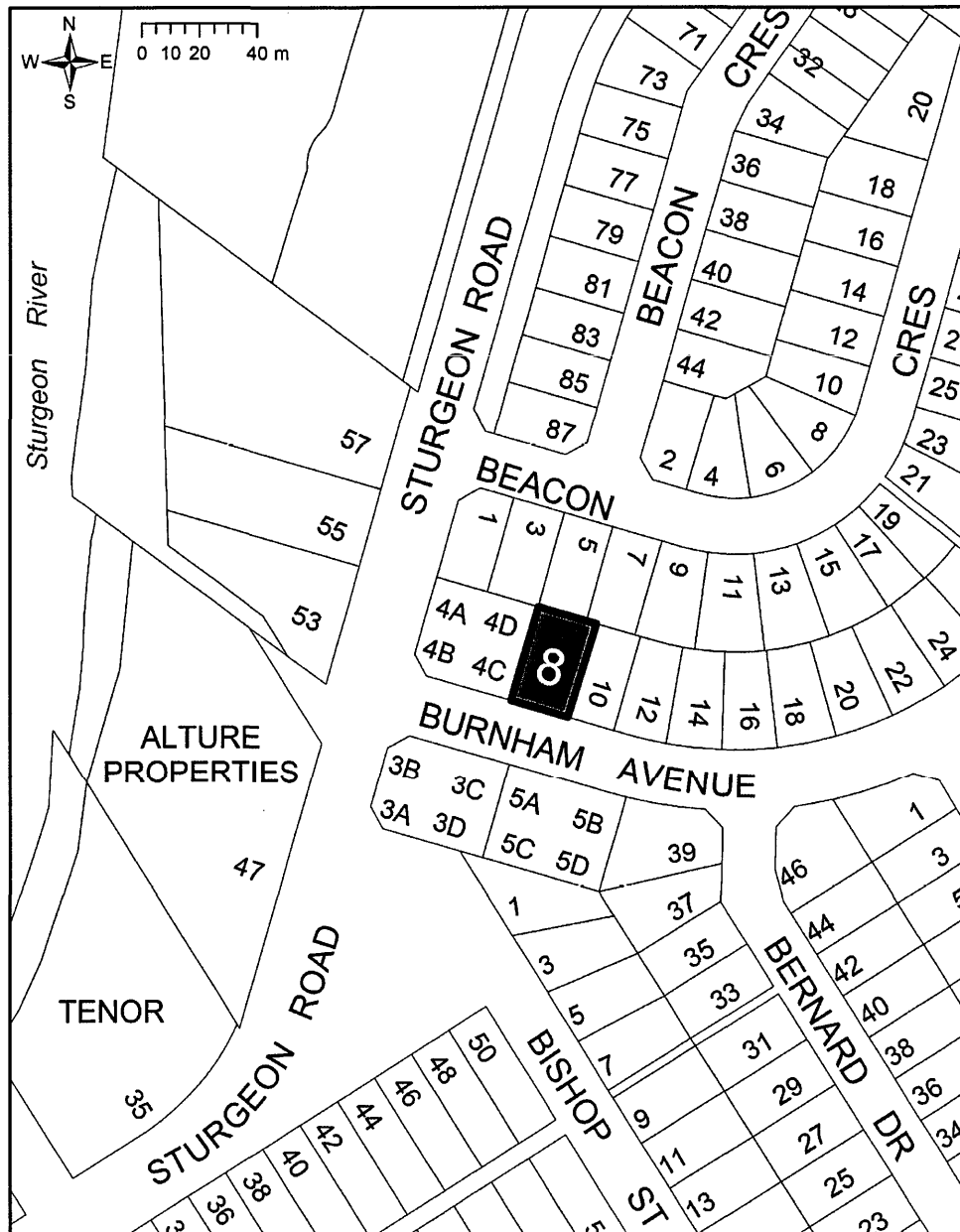
CHIEF LEGISLATIVE OFFICER

## SCHEDULE "A" – Location Map and Photographs

Name: Lorne and Marguerite Akins Residence

Neighbourhood: Braeside

Construction Year: 1937



8 Burnham Avenue  
Lot 3; Block 8; Plan 2459RS















## **SCHEDULE “B” – Statement of Significance**

**Name:** Lorne and Marguerite Akins Residence

**Municipal Address:** 8 Burnham Avenue

**Legal Description:** Plan 2459RS, Block 8, Lot 3

### **DESCRIPTION**

The Lorne and Marguerite Akins Residence, built in 1937, is a well detailed Arts & Crafts Bungalow style house located at 8 Burnham Avenue in St. Albert. The landmark building is defined by its large roof supported on gable brackets that envelopes a modest, yet prominent mass, punctuated by richly detailed windows, and supported by a battered wall chimney. The residence - its site originally known as River Lot 48 - faces the Sturgeon River, a placement and orientation consistent with the Francophone and Metis settlement pattern of placing houses on narrow land parcels based on the Seigneural traditions of Lower Canada and Acadia.

### **HERITAGE VALUE**

The Lorne and Marguerite Akins Residence has special social, stylistic, design, landmark and symbolic value to St. Albert, as it reflects the aspirations of an agricultural family in the 1930s living in St. Albert. The Akins family had tilled this property since 1918. The Akins and their children were all active in the community in sports, recreation, local school governance, and community affairs. By 1937, they were able to build this relatively elaborate residence for their growing family. The Akins Residence is a veritable cornucopia of many elements that were typical of the day. It was sited and built on River Lot 48; its siting reflecting the settlement pattern typical to Francophone and Metis communities throughout Canada.

Socially, Lorne Akins was an early settler to the St. Albert area who farmed River Lots 47 & 48. He was a prominent local baseball player, tended hockey player, and wrestler. He was a Charter Member of the St. Albert Lion's Club, and a Board Member of the St. Albert School Board.

The Akins Residence is historically significant as a well-kept example of the Arts & Crafts Style Bungalow style. At the onset of the Industrial Revolution, many architects, designers, and artists were concerned about a "human expression" in the wake of oncoming industrialization of society. Many countries had their own unique presentation of this expression that gained more acceptance as a popular movement as time progressed. The Arts & Crafts Bungalow style was geared towards family living with modern conveniences. It was widely accepted and available in Canada in the early part of the 20<sup>th</sup> Century. Many mail-order catalogues - like the T. Eaton Co. - and lumber yards - like the BC Timber Mills and Trading - produced pre-cut timber packages that an owner could purchase and assemble into a fully fitted and stylish house. While archival research and local historian conjecture has not come forth with solid evidence that the



Akins Residence was a "Kit House", many elements contained on and inside the dwelling speak to the style and details prevalent in the Arts & Crafts Bungalow style.

The Akins Residence is historically valuable as a significant dwelling and site, being a well-detailed and well-maintained dwelling that is sited in its original location and orientation, facing the river, and not facing the subsequent pattern of subdivision streets. The Akins Residence was one of the first buildings in this area, and upon completion, was a hub of family and community activity. The front porch overlooked the river and the trail that connected the river lots, that trail eventually becoming the alignment of modern-day Sturgeon Road. While the front porch would have fronted on the trail that ran parallel to the river, the dominant feature of this Arts & Crafts Bungalow is its large sheltering roof that envelopes an overall building mass. The building mass itself carries a cornucopia of details that express artistic and technical artisanship. Many original interior details also reflect this artisanship of millwork and brick. While numerous alterations have taken place over the years to the Akins Residence, none appear to have destroyed its heritage value.

The Akins Residence is significant in that it is a well-kept example of the Arts & Crafts Bungalow style in St. Albert that is sited in its original location on a river lot whose original owners and builder were active in the community.

## **CHARACTER-DEFINING ELEMENTS**

The character-defining elements of the property include, but are not limited to the:

Building's construction and exterior features:

- Large, sheltering roof encompassing a very human scaled building mass
- Roof gable brackets
- Pointed fascia extensions
- Chimney with battered wall shape
- Original wood millwork

Contextual features:

- Sited on River lot 48, facing the Sturgeon River, originally located on what would have been a trail that connected the river lots. This river lot configuration and dwelling siting is typical of Francophone and Metis settlements on Canada, having its roots in the Seigneurial system of settlement found in Lower Canada and Acadia.

**SCHEDULE "C" – Conservation and Monitoring Agreement**

**CONSERVATION AND MONITORING AGREEMENT**

made this 14 day of JUNE, 2022.

BETWEEN:

**CITY OF ST. ALBERT**  
(the "City")

OF THE FIRST PART,

and  
**Carla M. Grant**  
(the "Owner")

OF THE SECOND PART,

WHEREAS:

- A. The Owner is the registered owner of the fee simple estate in land municipally described as: 8 Burnham Avenue, St. Albert, Alberta, and legally described as:

Plan 2459 R.S.  
Block 8  
Lot 3

EXCEPTING THEREOUT ALL MINES AND MINERALS

("the Land"), and the building known as the Lorne and Marguerite Akins Residence, located thereon (the "Building").

- B. On April 19, 2022 the municipal council of the City authorized service of a Notice of Intention to Designate the Land and Building as a Municipal Historic Resource, in accordance with the *Historical Resources Act*, RSA 2000, c. H-9, which Notice was served on April 20, 2022.
- C. A condition or covenant relating to the conservation of any land or building, entered into by the owner of the land and the council of a municipality, may be registered with the Registrar of Land Titles, and may be enforced whether the condition or covenant is positive or negative in nature notwithstanding that the grantee may not have an interest in any land that would be accommodated or benefited by the condition or covenant.
- D. The Owner has agreed with the City to conserve and maintain the Land and Building, in accordance with the covenants and conditions in this Agreement.

- E. In anticipation that the Municipal Council of the City shall designate the Land and Building as a Municipal Historic Resource, the City wishes to enter into this agreement with the Owner in satisfaction of the Owner's or successors' right to compensation under the Act.

THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

## 1. CONDITIONS PRECEDENT

- 1.1. This Agreement is conditional upon Council giving all three readings to a Designation Bylaw to designate the Land and the Building as a Municipal Historic Resource by June 20, 2022 and the said bylaw being passed not later than June 27, 2022 or such later dates as the parties may agree to in writing. If the Designation Bylaw has not received three readings by June 20, 2022 and been passed by June 27, 2022, and the parties have not agreed to extend the times for satisfaction of these conditions precedent, this Agreement shall be of no force or effect.

## 2. DEFINITIONS

### 2.1. In this Agreement:

2.1.1. "Act" means the *Historical Resources Act*, R.S.A. 2000, c. H-9.

2.1.2. "Certification" means written confirmation provided by the Owner to the City in a form satisfactory to the City, certifying that the eligible Conservation Work has been completed, or a Deficiency List has been remedied, which shall include the following:

2.1.2.1. Receipts for all materials, supplies, labour, and services, and any other relevant documentation or other documents, satisfactory to the City;

2.1.2.2. Receipts or other documents satisfactory to the City indicating that all suppliers and contractors involved in demonstrating that the eligible Conservation Work or remedy of the Deficiency List have been paid in full for their goods or services; and

- 2.1.2.3. At the discretion of the City, evidence that the Owner received competitive bids or estimates before engaging any contractor or supplier at the time a Conservation Grant is applied for.
- 2.1.3. “Chief Administrative Officer” or “CAO” means the person appointed by Council to the position of Chief Administrative Officer under section 205 of the Municipal Government Act and pursuant to the Chief Administrative Officer Bylaw, or their designate.
- 2.1.4. “Conservation Grant” means financial compensation from the City to the Owner for eligible Conservation Work in respect of a Municipal Historic Resource.
- 2.1.5. “Conservation Work” means the eligible work in conserving and maintaining the Character-Defining Elements, set out in Section 4.1 of this Agreement.
- 2.1.6. “Council” means the municipal council of the City of St. Albert.
- 2.1.7. “Deficiency List” means a description of the particulars given by the City to the Owner that specifies how the Conservation Work or the Certification is inadequate or deficient.
- 2.1.8. “Designation Bylaw” means a Bylaw passed by Council under the authority of Section 26 of the Act relating to the Land and Building.
- 2.1.9. “Municipal Historic Resource” means a property within the boundaries of the City that has received official heritage protection from the City and has by bylaw been designated as a Municipal Historic Resource.
- 2.1.10. “Notice of Intention to Designate” means a written notice of the Council’s intention to designate, to be served on the property’s registered owner at least sixty (60) days before Council considers the Designation Bylaw of the subject property.
- 2.1.11. “Owner” includes the current Owner and all future registered owners of the Land at the North Alberta Land Registration District.
- 2.1.12. “Remedial Work Plan” means the establishment of the remedial work that shall be conducted including the timing for completion of such remedial work undertaken.



### **3. OWNER'S WAIVER OF RIGHTS**

- 3.1. The Owner hereby expressly agrees to waive all rights to claim additional or alternative compensation beyond the maximum allowable Conservation Grant for any cause, whether arising in common law, equity or by statute, because of the City's designation of the Land and Building as a Municipal Historic Resource or the City's issuance of the Notice of Intention to Designate.
- 3.2. The Owner waives any rights the Owner may have to dispute the sufficiency of the Notice of Intention to Designate and hereby releases the City, its agents, and employees from any deficiencies of the Notice of Intention to Designate or the issuance thereof.

### **4. ELIGIBLE CONSERVATION WORK**

- 4.1. Upon enactment of the Designating Bylaw, the Owner can commence the Conservation Work.
- 4.2. The Owner shall complete the eligible Conservation Work within one year of an approved Conservation Grant application, unless an extension is approved by the City.
- 4.3. In undertaking the eligible Conservation Work, the Owner shall follow the Standards and Guidelines for the Conservation of Historic Places in Canada, adopted for use in Alberta by the Province of Alberta.

### **5. PAYMENT OF A CONSERVATION GRANT**

- 5.1. Upon completing all Conservation Work, or remedying a Deficiency List, the Owner shall provide the City with a Certification.
- 5.2. Within fourteen (14) days of receiving a Certification, the City may inspect the Building and either:
  - 5.2.1. Issue a Notice of Completion, stating that:
    - 5.2.1.1. The eligible Conservation Work has been performed to the satisfaction of the City and that a satisfactory Certification has been received; or

5.2.1.2. The Deficiency List has been remedied to the satisfaction of the City and that a satisfactory Certification has been received; or

5.2.2. Give the Owner a Deficiency List.

5.3. If the City issues a Deficiency List, the Owner shall forthwith commence remediation of the deficiencies described in the Deficiency List.

5.4. In calculating the cost of performing the eligible Conservation Work, the Owner and the City shall only include the cost of labour and building materials specifically associated with the eligible Conservation Work. The Owner and the City shall not include other costs, for example, the interruption of use of the Building or the Land, or the cost of repairing damage to the Building while the eligible Conservation Work was underway.

5.5. Within thirty (30) days of issuing the Notice of Completion, the City shall pay the owner the lesser of:

5.5.1. The maximum allowable grant amount; or

5.5.2. The actual cost of the eligible Conservation Work as evidenced by the receipts submitted, if the actual cost was less than the maximum allowable grant amount.

5.6. The City may, in its absolute discretion, provide for partial payment of any amount up to the maximum allowable grant amount, notwithstanding that a Notice of Completion has not yet been issued.

5.7. Notwithstanding anything else herein contained, the City shall not be obligated to pay any portion of the Conservation Grant until the City is satisfied, in its sole discretion, as to the registration of the Designation Bylaw and this Agreement against the title to the Land.

## **6. MONITORING AND MAINTENANCE**

6.1. In January of the fifth (5th) year after the issuance of the Notice of Completion for the eligible Conservation Work, and every five (5) years after that, the City may, at its sole and unfettered discretion, conduct an inspection of all Character-Defining Elements of the Building, and upon the City's request, the Owner shall allow the City's CAO or designate (the "Inspector") to conduct such inspection.

- 6.2. Within sixty (60) days of the inspection, the Inspector shall prepare a written report setting out recommendations for remedial or maintenance work on the Building, including a proposed schedule for the work and suggestions as to methods and materials to be used.
- 6.3. The Owner and the City shall meet within fourteen (14) days of the receipt of the Inspector's report and establish the remedial work that shall be conducted, the timing for the completion of such remedial work and the manner in which such remedial work shall be undertaken.
- 6.4. The Owner shall promptly conduct the Remedial Work Plan and notify the City of completion.
- 6.5. On receipt of notice that the Remedial Work Plan has been completed, the City may inspect and identify any deficiencies in writing to the Owner. The Owner shall correct the deficiencies and provide the City notice that such corrective action has been conducted, and the City may then re-inspect.
- 6.6. Notwithstanding any other provision of this Agreement, if at any time the Owner or the City become aware of any disrepair that may endanger the Building, the Owner and the City shall meet, and the Owner shall prepare and submit to the City a plan for repairs to the satisfaction of the City. The Owner shall promptly conduct the required repairs and notify the City on completion within a time frame determined by the City. Nothing herein shall be deemed or construed, however, to limit the City's ability to rely on or enforce laws or bylaws relating to real property, which is unsafe, dangerous, or unsightly.
- 6.7. In addition to inspections permitted pursuant to the Remedial Work Plan, the City may, on reasonable notice to the Owner and no more than four (4) times a year, inspect the Building at the City's own expense.
- 6.8. The Owner shall be solely responsible for ensuring that the Building and Land and any improvements thereto comply with all applicable federal, provincial, and municipal laws, regulations, bylaws, codes, and guidelines. The Owner acknowledges and agrees that nothing in this Agreement shall be deemed or construed as an obligation on or duty of the City to ensure compliance with this section or advise the Owner of deficiencies in the Owner's compliance with this section.

- 6.9. If the Owner fails to perform any obligation under this Section 6 or made pursuant to this Section 6, the City may give notice of the breach to the Owner and without any further notice in the case of a breach pursuant to Section 6 of the Agreement, or at the expiration of twenty-one (21) days after service of the notice in the case of any other breach, the City may without further notice, take all steps as the City may in its absolute and uncontrolled discretion deem necessary to remedy the Owner's breach. Any monies expended by the City in remedying the said breach, together with a surcharge of fifteen percent (15%), shall be paid by the Owner to the City, and until such payment shall, together with interest thereon at the rate of one percent (1%) per annum above the prime rate, be a debt owing by the Owner to the City. This amount shall be recoverable by the City from the Owner within thirty (30) days of the Owner receiving a written demand and summary of costs from the City, failing which such amount payable shall be a charge on the Land and the City is at liberty to register such charge on title to the Land. The rights of the City under this clause shall be in addition to and not substitution of any other rights of the City against the Owner whether by way of damages for breach of covenant or otherwise.
- 6.10. The failure of the City at any time to require performance by the Owner or any of the Owner's covenants shall in no way affect the City's right to enforce such covenant, nor shall the waiver by the City of the performance of any covenant be taken or be held to be a waiver of the performance of that covenant or any other covenant hereunder at any later time.
- 6.11. The Owner hereby releases the City, its agents, and employees, from any liability whatsoever that the City may have to the Owner arising out of or related to the City's performance of such obligations, save for any such liability as may be due to the City's negligence. The Owner hereby agrees to cooperate with the City and allows the City such necessary access to the Building and the Land as is requisite for the City to fulfil the requirements of this section.
- 6.12. Pursuant to and in accordance with Section 29 of the Act, this Agreement shall be registered on title to the Land and the conditions and covenants herein shall run with the Land and shall bind the Owner and subsequent owners and successors in title to the Owner.

## **7. MUNICIPAL HISTORIC RESOURCE PLAQUE**

- 7.1. The Owner shall permit the placement of one (1) plaque in a visible location on or in proximity to the Building. The plaque shall be created and installed by the

City at the City's sole expense to a design and specification solely within the City's discretion identifying the Building and the Land as a Municipal Historic Resource. The location of the plaque shall be mutually agreed to by the Owner and the City, both parties acting reasonably. The Owner shall not permit or cause the damage, destruction, removal, disturbance, or obscuring of the plaque.

## **8. INSURANCE**

8.1. The Owner will maintain all risks broad form property insurance on the Building and the Land.

8.2. The limits of such policy will insure the Building to full replacement value.

8.3. In the event of a loss, every effort should be made to replace, repair, or restore the Building to conserve the characteristics of the Building which give it its historical significance. Parts of the Building designated as being historic shall be restored, as closely as possible, to the details and characteristics of the original dwelling so designated as being historic.

8.4. Any exceptions to this insurance provision must be approved by the CAO or designate for the City of St. Albert.

## **9. DISPUTE RESOLUTION**

9.1. If a dispute arises between the City and the Owner as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:

9.1.1. The party requesting that the matter in dispute be resolved in accordance with the provisions of this Dispute Resolution Article (the "Disputing Party") shall notify the other party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice");

9.1.2. Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action;

- 9.1.3. The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action;
- 9.1.4. The Defending Party and the Disputing Party shall, within ten (10) days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). If the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator;
- 9.1.5. Not later than twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately;
- 9.1.6. Unless the Arbitrator orders otherwise, the City and the Owner shall equally bear the costs of the arbitration;
- 9.1.7. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts; and
- 9.1.8. Except as modified by this Agreement, the provisions of the Arbitration Act RSA 2000 c A-43, as amended, shall apply.

## 10. NOTICES

- 10.1. Any notice given pursuant to the terms of this Agreement shall be sufficiently given:
- 10.1.1. In case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

Community Services  
St. Albert Place  
5 St. Anne Street  
St. Albert, AB T8N 3Z9

10.1.2. In case of notice to the Owner, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

Carla M. Grant  
8 Burnham Avenue  
St. Albert, AB T8N 0A7

10.1.3. Notice given as aforesaid, if posted, other than during an actual or threatened postal disruption, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which the notice is mailed. Any notice personally delivered or sent by telecopier or other form of facsimile transmission shall be deemed to have been given on the date of actual delivery.

10.1.4. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and, from and after giving of such notice, the address therein specified shall be deemed to be the address of the party for the giving of notice hereunder.

## **11. GENERAL PROVISIONS**

11.1. The parties to this Agreement shall execute and deliver to the other all such further assurances and documents which may reasonably be deemed necessary by the solicitors for either of them to give full force and effect to the Agreement. The Agreement is not intended and shall not be deemed nor construed to nullify, replace, circumvent, extend, or modify any existing statutes, bylaws or permit conditions, which govern development or construction within the City.

11.2. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.

11.3. The Designation Bylaw shall be registered on title to the Land by the City.

11.4. No amendments to this Agreement are valid unless they are in writing and signed by both parties to this Agreement.

11.5. Time is of the essence in this Agreement.

11.6. Everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns, respectively.

THIS AGREEMENT IS EXECUTED BY THE PARTIES HERETO, EFFECTIVE THE 14<sup>TH</sup> DAY OF JUNE, 2022

CITY OF ST. ALBERT



per: Kerry Hilts  
Deputy Chief Administrative Officer

CARLA M. GRANT

