

Bylaw 13464

Being a Bylaw to Designate the Hudson's Bay Company Stables/Ortona Armoury as a Municipal  
Historic Resource

WHEREAS the Historical Resources Act, R.S.A. 2000, c. H-9, as amended, permits the Municipal Council of a Municipality to designate as an historic resource any building within the municipality whose preservation it considers to be in the public interest; and

WHEREAS it is deemed in the public interest to designate the building located at 9722-102 Street, known as Hudson's Bay Company Stables/Ortona Armoury and the land on which the building is situated as a Municipal Historic Resource; and

NOW THEREFORE the Municipal Council of the City of Edmonton, having complied with the Historical Resources Act, and duly assembled, hereby enacts as follows:

1. BUILDING AND LANDS DESIGNATED AS A MUNICIPAL HISTORIC RESOURCE

The building known as the Hudson's Bay Company Stables/Ortona Armoury (as specifically described in Schedule "A") and the lands on which the building is located, being legally described as Plan 6417AS, Block 2, Lots 13 and 14 are hereby designated as a Municipal Historic Resource.

2. PERMITTED REPAIRS AND REHABILITATION

Subject to Section 3 hereof, the building and lands hereby designated in Section 1 as a Municipal Historic Resource shall not be removed, destroyed, disturbed, altered, rehabilitated, repaired or otherwise permanently affected, other than in accordance with the terms of the General Guidelines for Rehabilitation attached as Schedule "B".

3. ADMINISTRATOR

The General Manager of the Planning and Development Department is hereby appointed to administer the implementation of any matters arising from the matters set out in Schedule "B" including the execution of a Maintenance Agreement as set out in Schedule "C".

4. EFFECTIVE DATE

This Bylaw shall come into effect on the date in which this bylaw is passed by Council.

READ a first time this	31 <sup>st</sup> day of	August, A.D. 2004;
READ a second time this	31 <sup>st</sup> day of	August, A.D. 2004;
READ a third time this	31 <sup>st</sup> day of	August, A.D. 2004;
SIGNED and PASSED this	31 <sup>st</sup> day of	August, A.D. 2004.

THE CITY OF EDMONTON

  
MAYOR

  
CITY CLERK

## SCHEDULE "A"

### THE IDENTIFICATION OF REGULATED PORTIONS OF HUDSON'S BAY COMPANY STABLES / ORTONA ARMOURY (c.1914)

The purpose of this Schedule is to identify by written description and photographs, those portions of the building known as the Hudson's Bay Company Stables/Ortona Armoury located at 9722-102 Street, which shall be regulated by the "General Guidelines for Rehabilitation" (Schedule "B") and must be preserved ('the Regulated Portion').

The Regulated Portion of the building includes the historic exterior of the north, south, east and west facades and the internal structural support system and some architectural detailing. This includes the brick façades, all entrances and windows as described below under each façade section. These features of the building shall be rehabilitated in accordance with the "Rehabilitation Proposal" which is part of Schedule "B".

Non-regulated portions of the building, being all other portions of the building not specifically identified as a Regulated Portion, may be rehabilitated, altered, repaired or otherwise permanently affected in any manner provided that such rehabilitation, alteration or repair does not impact on the regulated historic features of the building. Any development or alterations considered to be non-regulated portions of the Municipal Resource however must meet the Guidelines for the Rehabilitation of Designated Historic Resources. Any development of any portion of the Land shall be undertaken in a manner that is sympathetic to the historic facades of the Hudson's Bay Company Stables/Ortona Armoury.

The following architectural elements must be retained:

#### **EAST FACADE (102 Street):**

- The original brick 1914 east facade (photo #1);
- 8 brick pilasters that divide the façade into seven unequal sized bays;
- Brick dentil course above sandstone lintels on the upper floor windows;
- Stone sills and lintels;
- Cornice brick band at current parapet level;
- Visible concrete base;
- Hoist penthouse covered in pressed metal siding on southern rooftop;
- All the windows are recessed within their bays;
- Double or triple double hung timber sash windows with 4 over 1 configurations;
- ***Original components that may be restored and then retained;***
- Brick and sandstone parapet containing pilasters, carved sandstone cartouches above the main entrance, the central bay (the Hudson Bay Company coat of arms) and the northern bay. Stone capped;
- Cartouches are located above the triple windows and simple raised brick parapets above the double windows;
- Original entrance had an arched brick lintel with a feature stone keystone and 2 stone skewbacks. Full height wooden doors; and

- To match original Hudson's Bay Company drawings, except the narrowing of the windows.

### **SOUTH FAÇADE:**

- The original brick 1914 south façade (photo #2);
- 5 double timber sash windows and 3 single timber sash windows at ground level (4 over 4);
- 5 double timber sash windows and 1 smaller single timber sash windows at first floor level (4 over 4);
- Stone window sills and lintels on first floor level;
- Hoist penthouse covered in pressed metal siding on southern rooftop; and
- All the windows are slightly recessed.

### **WEST FAÇADE:**

- The original brick 1914 west facades (photo #3);
- Southern wing:
- 4 arched Windows (upper being 6 paned with lower two panes sliding open, lower two being two paned with solid mullion between;
- Narrow arched door at first floor level with transom light;
- Arched ground floor timber door with surround sidelight and transom glazing;
- Northern wing:
- 5 double sash timber windows (4 over 4);
- Stone lintels and sills;
- 1 door at first floor level;
- Court yard:
- Open brick faced courtyard;
- Arched windows and doors;
- 5 double timber sash windows on the north wall (4 over 4), and one door;
- 4 smaller double timber windows (4 panes) on west facing wall, side door to north; and
- 3 double timber sash windows and 1 single timber sash window (4 over 4), 2 smaller double timber window (4 panes) and one door on the south wall.

### **NORTH FAÇADE:**

- The original brick 1914 north façade (photo #4);
- 7 double timber sash windows (4 over 4), 4 at ground level;
- Arched door opening at first floor level and an arched double door opening below. Both originally had vertical timber board doors;
- Stone window sills and lintels; and
- All the windows are slightly recessed.

### **INTERNAL ELEMENTS**

- The truss system and its supporting elements. (photo #5);
- Decorative floor elements in terrazzo and tile, including naval symbols. (photo #6); and

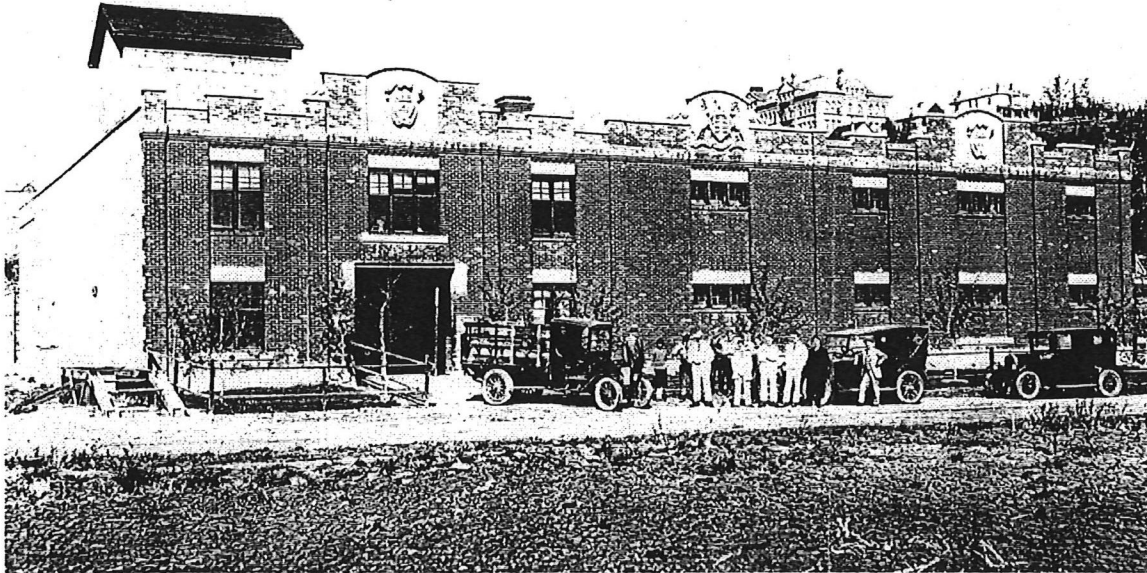


- Fireplace in mess hall and glass block wall detailing.

Reference should be made to the original Hudson's Bay Company's original drawings for details, though those windows enlarged on the east elevation and in the courtyard may remain.

## PHOTOGRAPHIC DETAILS

**Photo #1 – East Elevation**  
**Original**



**Current**



**Photo #2 – South Elevation**



**Photo #3 – West Elevation**



**Photo #4 – North Elevation**



**Photo #5 – structural elements**

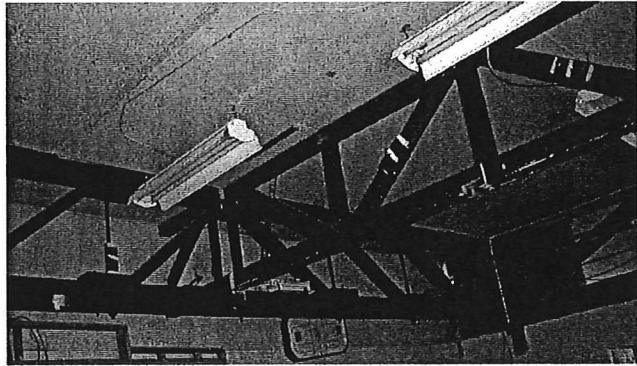
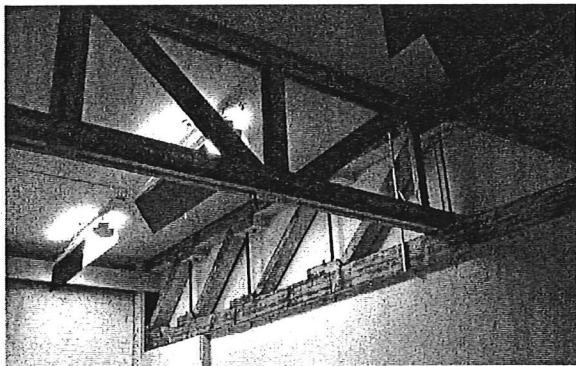
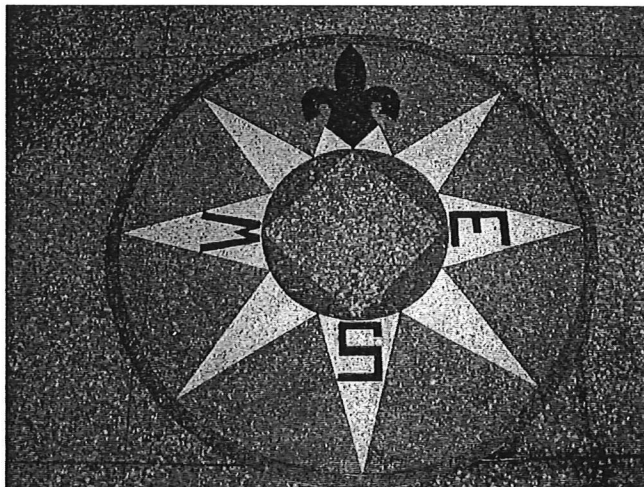
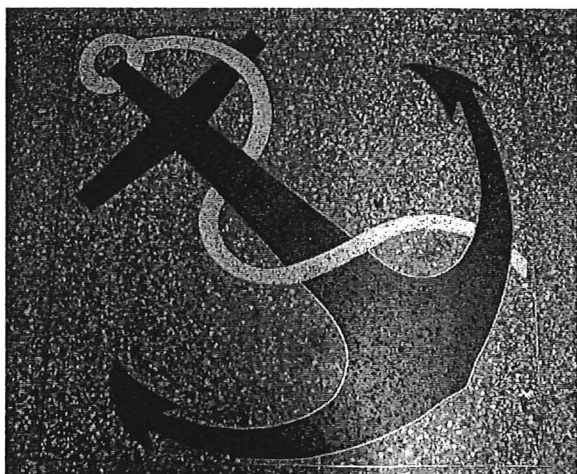
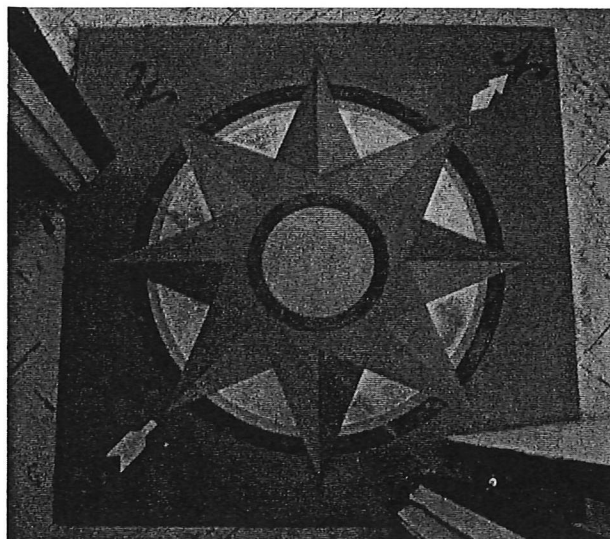
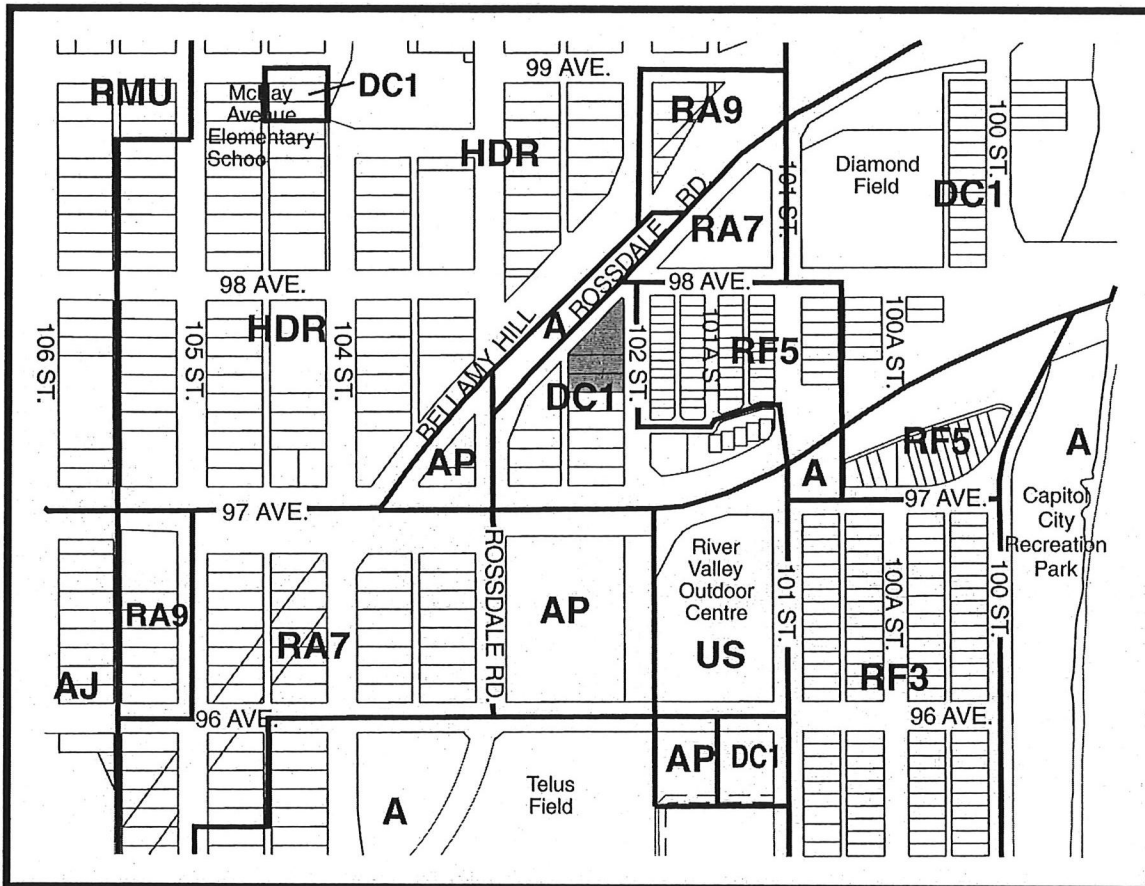




Photo #6 – floor



# LOCATION PLAN



## LOCATION OF THE ORTONA ARMOURY / HUDSON'S BAY COMPANY STABLES 9722 - 103 Street

Plan 6417AS

Block 2

Lots 13 and 14



Site Location

PLANNING AND DEVELOPMENT DEPARTMENT

## **GENERAL GUIDELINES FOR REHABILITATION**

The General Guidelines for Rehabilitation are intended to assist in applying accepted principles and practices to the conservation of historic resources. One of the most commonly used standards are the U.S. Secretary of the Interior's Standards for Rehabilitation, of which these guidelines are derived. In a manner consistent with accepted practice, City Policy C-450A requires that the standards be used in conjunction with the guidelines to ensure that the basis for a clear and consistent interpretation of the guidelines is provided to assist owners of historic resources throughout the rehabilitation process. The following guidelines and the referenced standards shall apply to the Hudson's Bay Company Stables/Ortona Armoury (the "Municipal Historic Resource") and any rehabilitation or maintenance work undertaken with respect to the Municipal Historic Resource at any time.

**1. Compatible Uses:**

Wherever possible, the uses proposed for a Municipal Historic Resource shall be compatible with the existing building such that only minimal changes are required to the building. The use of a Municipal Historic Resource for its original purpose is desirable.

**2. Original Character:**

The original distinctive qualities and character of the Historic Resource shall not be destroyed. The removal or alteration of any historical materials or features shall be avoided whenever possible.

**3. The Historic Period:**

The Municipal Historic Resource should be recognized as a product of its own time. Alterations which are not based on historical fact or which recreate an earlier or a later appearance shall be discouraged.

**4. Witness to Change:**

Changes to the Municipal Historic Resource may have occurred over time. These alterations are evidence of the history and development of the building. Because this evolution may have acquired a significance in its own right, alterations to the original building should be recognized and respected where indicated.

**5. Style and Craftsmanship:**

Distinctive stylistic features and examples of skilled craftsmanship of the Historic Resource shall be preserved and treated sensitively.

**6. Repair and Replacement:**

Deteriorated architectural features shall be repaired rather than replaced whenever possible. Where replacement is necessary, the new material should match the original as to material composition, colour, texture, design, etc. The repair or replacement of architectural features shall be based on a sound knowledge of the original characteristics of the feature. Such knowledge shall be based on historical or pictorial evidence and not upon conjecture.

**7. Cleaning:**

In all cases, surface cleaning shall be undertaken with the gentlest means available. Sandblasting and other cleaning methods that damage historic buildings shall not be undertaken without thorough testing prior to use on a building. Sandblasting is NOT recommended on brick, stone or wood. In all instances, it should be ascertained that a building exterior is really in need of cleaning prior to undertaking the work.

**8. Reversibility of Intervention:**

When the introduction of new elements or materials are necessary to stabilize or preserve the historic resource, alterations shall be undertaken such that the new materials, should they fail, may be removed at a later date without damage to the original fabric of the Historic Resource. Where this is not possible (i.e. use of epoxy or other permanent interventions) only those methods and materials which have been thoroughly tested and found satisfactory in situ, shall be used.

**9. Recording:**

Prior to undertaking any alterations, particularly in cases where alterations may threaten the building fabric (underpinning, moving structures), the applicant/owner shall provide notice to the City Planning Department's Heritage Program to enable measures to be taken to provide a complete and accurate record of the architectural features of the Historic Resource. Measured drawings and photographs of details may prove invaluable if major features are damaged or lost during the subsequent repair work. Any historic resource, which is the subject of an application to unsympathetically alter or demolish such resource, shall be professionally recorded.

**10. Original Construction Details:**

In some historic structures, poor construction details or inappropriate materials resulted in rapid deterioration of certain building elements. In these instances, accurate reconstruction of the original detail will inevitably result in the failure of the element. Therefore, reconstruction should be undertaken in such a fashion as to duplicate the original appearance as closely as possible while using details based on sound construction practice.



**11. Codes:**

At no time should the life and safety of occupants of a Municipal Historic Resource be deemed of lesser importance than the preservation of the original fabric of the Municipal Historic Resource. The required life and safety standards are those required by the current Alberta Building Code. However, notwithstanding these Code requirements, where the essential character of the structure is threatened by changes for Code reasons, every effort shall be made to achieve an equivalent safety standard by alternate means so as to minimize the impact on the historic fabric.

**12. Rehabilitation:**

Prior to undertaking any rehabilitation work, the scope of work and a schedule of alterations should be prepared. This schedule should include phasing of alterations where necessary due to program or budget restrictions. The type and timing of both short and long term maintenance work shall also be included.

**13. Signs:**

As a general rule signs should be limited to signs which were originally present on the building. In instances where new uses or interpretive functions dictate the use of additional signs, these new elements should be integrated into the general design of the project. The size, typeface, graphics, and materials should be chosen to suit the period of the Municipal Historic Resource wherever possible. Avoid installing new signs such that the repair, replacement or removal of the signs damages the original fabric of the structure.

**14. Alterations and Additions to Historic Resources:**

Contemporary design for alterations and additions to existing historic resources shall not be discouraged when such alterations and additions do not diminish the overall historic character of the resource and such design is compatible with the size, scale, colour, material and character of the resource, neighbourhood or environment.

SCHEDULE "C"

THIS MAINTENANCE AGREEMENT

Made this        day of        2004.

BETWEEN:

**THE CITY OF EDMONTON**  
(the "Owner")

OF THE FIRST PART,

-and-

**THE CITY OF EDMONTON**  
(the "City")

OF THE SECOND PART.

WHEREAS:

1. The Owner is the registered owner of land municipally described as 9722-102 Street, Edmonton, and legally described as Plan 6417AS, Block 2, Lots 13 and 14 ("the Lands"), together with all improvements thereon, including, without limitation, the building located thereon known as the Hudson's Bay Company Stables / Ortona Armoury (the "Building").
2. On May 25 2004, City Council authorized the service of a Notice of Intention to Designate the Lands and Building as a Municipal Historic Resource in accordance *Historical Resources Act*, R.S.A. 2000, c. H-9, as amended ("the Act").

THEREFORE the parties agree as follows:

1. **CONDITION PRECEDENT:**

- 1.1. This Agreement is conditional upon Council passing a bylaw to designate the Lands and Building a Municipal Historic Resource (the "Designating Bylaw") by September 21 2004, or such later date as the parties may agree to in writing. If the Designating Bylaw is not passed by September 21 2004, and the parties have not agreed to extend the time for satisfaction of the condition precedent, this Agreement shall be of no force and effect.

2. **OWNER'S WAIVER OF RIGHTS:**

- 2.1. The Owner hereby waives any rights to claim compensation or additional or alternative compensation for any cause, whether arising in common law, equity or by statute, because of the City's designation of the Lands and Building as a Municipal Historic Resource or the City's issuance of the Notice of Intention to Designate.

- 2.2. The Owner waives any right the owner may have to dispute the sufficiency of the Notice of Intention to Designate.

3. **MAINTENANCE:**

- 3.1. In January of the fifth (5<sup>th</sup>) year after the issuance of the Designation Bylaw and every five years after that, the City and the Owner shall select a qualified person to conduct an inspection of the Building's exterior, including all regulated portions of the Building (the "Inspector").
- 3.2. Within sixty (60) days of his appointment the Inspector shall prepare a written report setting out recommendations for remedial or maintenance work on the Building (the "remedial Work") including a proposed schedule for the work and suggestions as to methods and materials to be used.
- 3.3. The Owner and the City shall meet within fourteen (14) days of the receipt of the Inspectors report and establish the remedial work that shall be carried out, the timing for the completion of such remedial work and the manner in which such remedial work shall be undertaken (the "Remedial Work Plan")
- 3.4. The Owner shall promptly comply with the Remedial Work Plan and notify the City on completion.
- 3.5. On receipt of notice that the Remedial Work is completed the City may inspect and identify any deficiencies in writing to the owner. The Owner shall correct the deficiencies or and provide the City notice that such remedies have been carried out. The City may then perform a further inspection.
- 3.6. If at any time the Owner or the City becomes aware of any disrepair that may endanger the Building, the Owner and the City shall meet and the owner shall propose a plan for repairs.
- 3.7. In addition to inspections 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.
- 3.8. The Owner shall be solely responsible for ensuring the Building and the Lands and any improvements thereto comply with all federal, provincial and municipal laws, regulations and guidelines. The Owner acknowledges that nothing in this agreement shall be construed as an obligation on or duty of the City to ensure compliance with the contents of this provision or advise the Owner of shortfalls or deficiencies in the Owner's compliance with this provision.
- 3.9. If the Owner fails to perform any obligation required by this agreement, the City may, on ten (10) days notice to the Owner, perform such obligations on behalf of the

Owner. Such performance shall in no way relieve the owner of its obligations to the City under this agreement.

- 3.10. The Owner shall pay to the City the reasonable costs incurred by the City if the City should exercise its rights under section 3.9 of this Agreement, plus a sum equivalent to fifteen (15%) percent of such costs to recoup the City's administrative expenses, within thirty (30) days of receiving an invoice for such costs from the City, failing which such amount payable shall be a charge on the Lands and the City may register its interests accordingly.
- 3.11. The rights of the City under this Article 3 shall be in addition to any other rights of the City may have against the Owner under this Agreement or at law.
- 3.12. Pursuant to and in accordance with section 29 of the Act this Agreement shall be registered on title to the Lands and the conditions and covenants herein shall run with the Lands and shall bind the owner and subsequent owners and successors in title to the owner.

#### **4. REZONING**

- 4.1. Within one (1) year of the execution of this Agreement, the owner shall apply to the City to have the Lands re-zoned to DC1 (Direct Development Control Provision) if they have not already done so. Nothing in this Agreement fetters City Council's discretion to approve or reject the Owners re-zoning application.

#### **5. PLAQUES**

- 5.1. The Owner shall permit the placement of two plaques in a visible location on or in proximity to the Building upon, or anytime after, the passing of the Designating Bylaw. One 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. A second plaque shall be created and installed by the Edmonton Historical Board as an interpretative plaque, to a design and specification solely within the Board's discretion. The location of the City's and the Board's plaques shall be mutually agreed to by the Owner and the City, both parties acting reasonably. For greater clarity, the City or the Board shall have no obligation to create and install such plaques, and the decision to do so shall be solely within each of the City's and the Board's discretion. The Owner shall not and shall not permit or cause the removal, disturbance or obscuring of such plaques.

## **6. DISPUTE RESOLUTION**

- 6.1. 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:
  - 6.1.1. 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").
  - 6.1.2. 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.
  - 6.1.3. 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.
  - 6.1.4. The City and the Owner 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"). In the event that 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.
  - 6.1.5. 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.
  - 6.1.6. Unless the Arbitrator orders otherwise, the City and the Owner shall equally bear the costs of the arbitration.
  - 6.1.7. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
  - 6.1.8. Except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000 c. A-43, as amended, shall apply.

## **7. NOTICE**

- 7.1. Any notice given pursuant to the terms of this Agreement shall be sufficiently given:

- 7.1.1. in case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

**General Manager, Planning and Development Department**

5th Floor  
10250 - 101 Street NW  
Edmonton AB T5J 3P4

and also to:

**Corporate Services Department, Law Branch**

9th Floor Chancery Hall  
#3 Sir Winston Churchill Square  
Edmonton AB T5J 2C3

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

Bill Burn, General Manager  
Asset Management & Public Works  
3<sup>rd</sup> Floor Century Place  
9803 – 102A Avenue  
Edmonton Alberta T5J 3A3

- 7.2. 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 (5<sup>th</sup>) 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.
- 7.3. 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.

**8. GENERAL PROVISIONS**

- 8.1. The parties 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 to nullify, replace, circumvent, extend or modify any existing statutes, bylaws or permit conditions, which govern development or construction within the City.

- 8.2. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.
- 8.3. The Designation Bylaw shall be registered on title to the Land by the City pursuant to subsections 26(3) and 26(4) of the Act. Notwithstanding any other provisions of this Agreement, the Owner shall use reasonable efforts to ensure that the Designating Bylaw is given priority to any security interest on the title to the Land.
- 8.4. No amendments to this Agreement are valid unless they are in writing and signed by both parties to this Agreement.
- 8.5. Time is of the essence in this Agreement.
- 8.6. Everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and year first above written.

A P P R O V E D

THE CITY OF EDMONTON  
as represented by the General  
Manager of the Planning and  
Development Department

As to Form \_\_\_\_\_  
Corporate Services Department, Law Branch

As to Content \_\_\_\_\_  
Head of Department

\_\_\_\_\_

THE CITY OF EDMONTON, as  
owner, as represented by the General  
Manager of Asset Management &  
Public Works

Per: \_\_\_\_\_  
Bill Burn


October 5, 2004

I, David Edey, the City Clerk for the City of Edmonton authorize the following typographical change to be made to Bylaw No. 13464,

Being a Bylaw to the Hudson's Bay Company Stables/Ortona Armoury as a Municipal Historic Resource, as passed on August 31, 2004.

Should read:-

Being a Bylaw to Designate the Hudson's Bay Company Stables/Ortona Armoury as a Municipal Historic Resource.

  
David H. Edey