

Designated  
Heritage Property

# INCENTIVE GRANT PROGRAM

**2021 Version**



### SECTION 3: ELIGIBILITY

To be eligible, a property must be:

- a) Designated under the *Ontario Heritage Act*, and;
- b) Located within the City of Brampton; and
- c) Free of property tax arrears, compliance orders, enforcement orders issued under property standards and maintenance By-laws, the Ontario Fire Code and any other outstanding fees, fines, orders or statutory violations.

The Designated Heritage Property Incentive Grants will only be paid when Council has passed the designating by-law and the designation is registered on title.

Where a Designated Heritage Property contains non-heritage additions, or elements, or the proposed work involves new additions, only the Heritage Attributes of the property will be subject to the grant.

Heritage resources owned or used by any level of government are not eligible except where a non-profit community group has assumed, by long-term lease or legal agreement, responsibility for maintenance of the building. In these cases, the owner of the Designated Heritage Property shall make an application for the grant and authorize the organisation/ group to prepare, submit and speak to the request for a Heritage Permit Application and/ or Consultation, on his/ her behalf.



### SECTION 4: HERITAGE PROPERTY INCENTIVE GRANT AMOUNT

The program makes funds available to cover half of the cost of eligible conservation work (Refer Section 5) up to a maximum of \$10,000, subject to available funding. The heritage property incentive grant must be matched by a contribution from the property owner.



### SECTION 5: ELIGIBLE CONSERVATION WORK

Any conservation work, which directly and appropriately preserves, restores and/or enhances specific heritage attributes as identified and described in the heritage designation By-law or heritage conservation district plan, is deemed eligible. All work must be executed in such a manner as not to detract from or diminish the cultural heritage value of the property or district.

Eligible work would include the costs of labour, materials and equipment, provided proof of such costs can be verified by invoices and receipts. Donated labour and materials are not considered part of the costs or part of the owner's matching contribution.

Determination of what constitutes eligible conservation work is at the discretion of the City of Brampton in consultation with the Brampton Heritage Board.

A City of Brampton Heritage Staff can be contacted for further clarification regarding what constitutes eligible conservation work.

#### Conservation Works Within A Heritage Conservation District

When conservation work is proposed on properties within a Heritage Conservation District, it must clearly conserve or enhance specific heritage attributes on the property itself and/or contribute to the cultural heritage value of the Heritage Conservation District.

Such work must always be consistent with the existing District Plan. Improvements to a property within a Heritage Conservation District, as recommended in the design guidelines of the District Plan, will be eligible for consideration.

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## SECTION 6: INELIGIBLE CONSERVATION WORK

In general terms, in-eligible work includes any work or projects of a non-heritage nature, works that focus on non-heritage attributes, additions, spaces, features and finishes, or any works that might diminish the cultural heritage value of the property.

### Examples of In-Eligible Conservation Work:

- architectural and engineering services, feasibility studies, cost estimates, preparation of drawings;
- repairs and upgrades ordered as a result of non-compliance with property standards By-laws and other applicable By-laws, regulations and legislation;
- re-insulating, installation of new heating or cooling systems or other energy efficiency upgrades;
- construction of new additions or accessory structures that are not based on historical research and that do not incorporate historically appropriate forms, finishes, elements and materials;
- removal of asbestos, mould, urea formaldehyde and other contaminants;
- driveway paving and repairs;
- improvements to mechanical or electrical systems;
- minor repairs; routine household maintenance such as repairing a broken step;
- any work completed or started before a grant has been formally approved;
- exterior painting not based on historical research and not using appropriate period paint colour schemes;
- non-heritage awnings and signage;
- moving of structures;
- works focusing on non-heritage additions, sheds or outbuildings not specifically identified as heritage attributes;
- new fencing or landscaping that is not based on historical research and that does not incorporate historically appropriate forms, finishes, elements and materials;
- sandblasting or other cleaning methods that may damage a structure's finishes.

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## SECTION 7: DOCUMENTATION WITH EACH GRANT SUBMISSION

The Owners are encouraged to submit as much pertinent information and supporting documentation as necessary to describe the proposed project and demonstrate its merits. The City may request additional information as required. The following types of information are must be included with each grant submission:

- 1) Photographs of the project site and of the features showing what and where the work will take place;
- 2) Historical photographs, illustrations or other forms of historical documentation of the property (if available); if not available, general historical references and graphical material that help illustrate what is proposed and why it is historically appropriate;
- 3) Drawings (as necessary) that adequately illustrate the scope and type of work and location that is being proposed;
- 4) At least two (2) competitive cost estimates for all labour and materials involved in the proposed work, unless there is only one specialized supplier of a particular product, trade or service in the GTA. Although not mandatory, owners who want to apply are encouraged to select suppliers, contractors and/or trades people that have demonstrated experience with heritage properties. Cost estimates must be sufficiently detailed so as to clearly indicate the scope and nature of work. If the proposed project includes both eligible and non-eligible work, the cost estimates must clearly differentiate between the two;
- 5) A brief summary of the overall project budget; and

## **SECTION 10: ADMINISTRATION OF HERITAGE PROPERTY INCENTIVE GRANT APPLICATIONS**

Designated Heritage Property Incentive Grant applications shall be reviewed on a first-come, first-served basis within each year. The grants are subject to available funding and the quality of the application at the sole discretion of the City. Please note that not all heritage property incentive grant applications will be successful.

In order to apply for and be awarded a heritage property incentive grant, the following steps must be taken:

- 1) the owner must undertake a pre-consultation which includes contacting the City's Heritage Coordinator to discuss the project and determine whether the owner should complete an application form;
- 2) if the City of Brampton Heritage Staff determines that an application form may be completed by the Owner, the owner may do so;
- 3) once a complete application is received by the City, a report will be written by the City of Brampton Heritage Staff to the Brampton Heritage Board with a staff recommendation regarding the application;
- 4) Council will consider the staff recommendation and the recommendation of Brampton Heritage Board and determine whether the heritage property incentive grant should be awarded to the owner, and Council's decision shall be final.

The applications should be received by the City at least eight (8) weeks prior to the anticipated project launch.

By signing the application form, the owner certifies that no work eligible for heritage property incentive grant funding has not yet been contracted or undertaken.

Works and projects under consideration with a heritage property incentive grant submission shall not commence prior to receiving written confirmation from the City of Brampton that a heritage property incentive grant has been awarded.

If the owner intends to do some or all of the work him/herself, the labour will not be eligible for funding.

The application may be granted funding either with or without certain conditions and/or other considerations.



## **SECTION 11: ADMINISTRATION OF HERITAGE PROPERTY INCENTIVE GRANTS**

Before the heritage property incentive grant will be paid by the City, the following must occur:

- the work as approved by Council, must be completed to the satisfaction of the City of Brampton Heritage Staff;
- the work must be completely paid for by the owners, and written documentation (invoice, receipts, and other pertinent documentation) to verify such payment must be submitted to the City;
- the work must be completed within one (1) year from the date of approval of the heritage property incentive grant by Council;

The owner who applied for the heritage property incentive grant will permit a City of Brampton Heritage Staff to photograph the property to document the condition of the building before, during and after the conservation work. In addition, the owner who applied for the heritage property incentive grant will permit the City to enter and inspect the completed project to ensure conformity to the proposal submitted.

In exceptional cases, projects may extend into a second year. In such instances a written request, stating the reasons for the extension, must be submitted by the owner for review and approved at the discretion of the City Heritage Coordinator or designate, prior to the end of the first year following the date of Council approval of the grant.

If the owner proposes to make changes to the approved Eligible Conservation Work, the a City Heritage Coordinator or designate must be contacted, and he/she may determine whether the owner may proceed with any changes to the Eligible Conservation Work and still receive the heritage property incentive grant.

### APPLICATION FORM

#### Designated Heritage Property Incentive Grant Program

Please complete the following and submit to a City of Brampton Heritage Coordinator

× 1. Owner Contact Information:

Joseph + Penelope Monk  
Name of the Owner

416 277-8095  
Home Telephone

Business Telephone

Gen  
Fax

josmonizlehnd@mail.com  
Email

63 Elizabeth Street South  
Address

Brampton Ontario  
L6Y 1R4

× 2. Specify property for which application is being made:

Municipal Address

Legal Description

PIN

ROLL

× 3. Under which part of the *Ontario Heritage Act* is your property designated?

- Part IV (individual property)
- Part V (heritage property within a Heritage Conservation District)

× 4. Have you previously received a City of Brampton Heritage Property Incentive Grant?

- Yes
- No

If "Yes", please provide the dates and amounts below:

1 Date

Amount

2 Date

Amount

- 
7. Enclose all drawings, current photographs, and/or other materials necessary for a complete understanding of the proposed work. Please include any available historic photographs or documentation.

× **10. Cost Estimate Summary:**

(Enclose at least two estimates)

Company	Details	Estimate
Name: Address:		\$
Name: Address:		\$
Name: Address:		\$

× **11. Project Costs (to the nearest dollar) and declaration:**

Sources	Details	Amounts
Amount of Grant requested from City of Brampton (up to \$10,000.00)		\$
Owner's Contribution		\$
Other Sources (if any)		\$
<b>Total Project Costs</b>		\$



## DESIGNATED HERITAGE PROPERTY INCENTIVE GRANT AGREEMENT

This Agreement dated the \_\_\_\_ day of month, year

BETWEEN:

**THE CORPORATION OF THE CITY OF BRAMPTON**  
(hereinafter referred to as the “City”)

and

**insert name**  
(hereinafter referred to as the “Owner”)

**WHEREAS** the Owner is the registered owner of the Designated Heritage Property described in Schedule “A” attached to this Agreement (the “**subject lands**”) which are designated under either Part IV or Part V of the Ontario Heritage Act,

**AND WHEREAS** the Owner has applied to the City for a Designated Heritage Property Incentive Grant (“**Grant**”) with respect to the cultural heritage resource(s) located on the subject lands as described in the grant application dated day, month, year (the “**Grant Application**”),

**AND WHEREAS** the City has agreed to make such a Grant pursuant to Section 39 and 45 of the Ontario Heritage Act,

**AND WHEREAS** as a requirement of approval of such a Grant Application, the Owner is required by the City to enter into this Agreement,

**NOW THEREFORE IN CONSIDERATION** of the City making this Grant in the maximum amount of \$ \_\_\_\_\_ to the Owner, the Owner and the City hereby agree:

### 1. INFORMATION ON SUBJECT LANDS

- 1.1. The Grant shall apply to the subject lands as set out in Schedule “A” attached hereto.
- 1.2. The subject lands are designated under the *Ontario Heritage Act*.

### 2. GRANT ELIGIBILITY

- 2.1 To be eligible for the Grant, the works on the subject lands shall conform to and fulfill:
  - a) the objectives and requirements of the Designated Heritage Property Incentive Grant Program; and
  - b) any other requirements as specified by the City.

- b) the Owner has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
- c) to the best of its knowledge, there are no actions, suits or proceedings pending or threatened against or adversely affecting the Owner in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Owner or title to their property or assets; and
- d) the Owner shall notify the City immediately of any material change in the conditions set out in paragraphs (a)-(c) above.

#### **4. PROVISIONS RELATING TO THE OWNER**

4.1. At the time of application for the Program, the Owner shall have submitted to the City for its review and acceptance

- a) Photographs of the project site and of the features showing what and where the work will take place;
- b) Historical photographs, illustrations or other forms of historical documentation of the property (if available); if not available, general historical references and graphical material that help illustrate what is proposed and why it is historically appropriate;
- c) Drawings (as necessary) that adequately illustrate the scope and type of work and location that is being proposed;
- d) At least two (2) competitive cost estimates for all labour and materials involved in the proposed work, unless there is only one specialized supplier of a particular product, trade or service in the GTA. Although not mandatory, owners who want to apply are encouraged to select suppliers, contractors and/or trades people that have demonstrated experience with heritage properties. Cost estimates must be sufficiently detailed so as to clearly indicate the scope and nature of work. If the proposed project includes both eligible and non-eligible work, the cost estimates must clearly differentiate between the two;

4.2. The Owner will complete all eligible conservation works as specified in the approved Grant Application, and in documentation submitted in support of the Grant Application, including but not limited to the architectural/design drawings, specifications, contracts, and cost estimates. As the City is relying upon this information, if the information in this Agreement, the Grant Application, and/or any supporting documentation submitted to the City is, in the opinion of the City, incomplete, false, inaccurate or misleading, the Grant may be reduced and/or delayed, and/or cancelled, and where part or all of the Grant has already been paid by the City, such payments shall be repaid by the Owner as required by the City.

the eligible conservation works and to apply for and obtain, at the Applicant's expense, all approvals required from the City and all other agencies for said works;

- b) nothing in this Agreement limits or fetters the City in exercising its statutory jurisdiction under the *Ontario Heritage Act* or under any other legislative authority or by-law and that in the event the City decides to deny or oppose or appeal any such decision, that such action by the City is not in any manner limited by reason of the City entering into this Agreement;
- c) the Owner releases the City from any liability in respect of the City's reviews, decisions, inspections or absence of inspections regarding eligible conservation works and the Owner agrees that it is the responsibility of the Owner to prepare and implement the works at all times;
- d) nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the Designated Heritage Property for compliance or non-compliance or to provide an opinion or view respecting any condition of development approval; and,
- e) nothing in this Agreement is intended to be or shall be construed to be a representation by the City regarding compliance of the Designated Heritage Property with: (1) applicable environmental laws, regulations, policies, standards, permits or approvals, or, (2) other by-laws and policies of the City.

4.14 If the City determines in its sole discretion that any of the conditions of this Agreement are not fulfilled, the City may at its sole discretion cease or delay payment of the Grant, and the Owner agrees that notwithstanding any costs or expenses incurred by the Applicant, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the City, and that the City is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the lapse of time (if any) where the City is exercising its rights herein to either delay a Grant payment pending compliance with this Agreement, or to terminate this Agreement.

4.15 The Owner shall indemnify and save harmless from time to time and at all times, the City and its officers, employees, councillors, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:

- a) the City entering into this Agreement; and
- b) any failure by the Owner to fulfil its obligations under this Agreement.

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

## 5. PROVISIONS RELATING TO THE CITY

5.1 The City agrees to provide a Grant to the Owner estimated as of the date of this Agreement in the amount of \$\_\_\_\_\_, subject to and in accordance with the terms and provisions set out in this Agreement.

- f) failure to perform or comply with any of the obligations contained in this Agreement or contained in any other Agreement entered into between the Owner and the City;
- g) the Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Applicant, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the subject lands or interest of the Owner in the subject lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
- h) construction ceases for a period of 60 days due to the Applicant's default (strikes and Acts of God excepted) and/or the Owner abandons the Designated Heritage Property or project; or
- i) if this Agreement is forfeited or is terminated by any other provision contained in it. (each of the above being an "event of default").

6.4 The City may at its sole discretion, provide the Owner with an opportunity to remedy any default.

## **7. ADDITIONAL PROVISIONS**

- 7.1 The headings contained herein are for convenience only and shall not affect the meaning or interpretation thereof.
- 7.2 The approved Grant Application referred to may be amended by the Owner and the City from time to time, as they may agree.
- 7.3 Time shall be of the essence with respect to all covenants, Agreements and matters contained in this Agreement.
- 7.4 Any amendment, supplement, modification, waiver or termination of this Agreement shall be in writing and signed by the parties.
- 7.5 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract.
- 7.6 Schedule "A" and "B" attached hereto forms part of this Agreement.

## **8. NOTICES**

- 8.1 Where this Agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally, by e-mail, by fax or by prepaid registered first class post, by the party wishing to give such notice, to the other party at the address noted below:

Such notice shall be deemed to have been given:

**To the City at:**

The Corporation of the City of Brampton  
Planning and Development Services  
2 Wellington Street West  
Brampton, ON L6Y 4R2

**Attention:** City of Brampton Heritage Staff  
**Telephone No:**  
**E-mail:** heritage@brampton.ca

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and/or affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

Approved as to form – Legal Services ____/____/____ _____	Approved as to content-P&DS ____/____/____ _____	Approved as to content – FIS ____/____/____ _____
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**THE CORPORATION OF THE CITY OF BRAMPTON**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Peter Fay, Clerk**

Authorizing By-law \_\_\_\_\_

\_\_\_\_\_  
Witness:

**SCHEDULE "B"**

Date:

XYZ

To Whom It May Concern:

**RE: XYZ**  
**Request for Heritage Incentive Grant**

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Please be advised that the City Of Brampton requires a statutory declaration as per Clause 4.4 (a) of the By-law and Designated Heritage Incentive Grant Program Kit in order for the Heritage Incentive Grant to be rewarded.

Please have a declaration prepared and sworn in the attached format and forward to the writer's attention.

We trust that you will give this matter your immediate attention.

Yours truly,

The information provided in this correspondence is current as of the date indicated above, and after such date is subject to change. Reasonable effort has been made to ensure the information contained herein is correct, however, The Corporation of the City of Brampton cannot certify or warrant the accuracy of the information and it accepts no responsibility for any errors, omissions or inaccuracies.

Enclosure

