



City of Nanaimo Heritage Façade Grant Program

Application Guidelines & Procedures



Questions?

For more information, please contact the City of Nanaimo's Culture & Heritage Planner at 250-755-4483 or chris.sholberg@nanaimo.ca.

Last updated: June 2016

Introduction

The Heritage Façade Grant provides financial assistance for exterior building changes which satisfy the City's *Heritage Building Design Guidelines* and Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada*. The purpose of this grant is to enhance and conserve Nanaimo's historic buildings, enliven the streetscape, create a more attractive environment for the visitors and tenants, and stimulate investment in the area

The Heritage Façade Grant Program was created by the City of Nanaimo in 2003 to provide financial incentives for heritage buildings as part of the City's Downtown revitalization strategy. The program has two main goals:

1. to provide financial incentives to encourage rehabilitation and enhancement of heritage buildings located in the City's downtown core; and
2. to promote economic growth and investment.

With implementation of this program, Nanaimo follows 20 years of successful Main Street revitalization programs in Canada and the United States. These programs have clearly demonstrated that investment in historic downtown can act as a catalyst for economic renewal and development. While benefits are almost always incremental – building by building – they are measurable, and accrue not only to individual property owners, but also to downtown visitors, tenants, residents and the community as a whole.

Funding Eligibility

The Community Charter stipulates that local governments may provide financial assistance to buildings with heritage value. A property owner or business operating from the property is therefore eligible to apply for grant funding if the building is:

1. listed as a significant heritage building in the Downtown Heritage Conservation Area; and
2. up-to-date on property taxes, business licenses and utility user fees and in compliance with the City's *Zoning Bylaw* (or have a lawful, non-conforming status) and *Building Bylaw*.

A list of eligible properties is attached as Schedule A.

Grant Amount

This grant, available on a first come, first served basis while funding lasts, and will cover up to 50% of the project costs (to a maximum of \$10,000 per building face fronting on a street).

Funding Objectives

Priority will be given to applications achieving the following objectives:

- Demonstration that façade improvements meet or exceed the City's *Heritage Building Design Guidelines* and Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada*;
- facade improvements will enhance the streetscape;
- structural improvements will increase the building's ongoing viability;
- interior improvements will fill vacant spaces;
- the amount of private contribution the application will leverage above and beyond the grant request;

- the impact of proposed improvements on the existing condition of the building;
- the scope and size of the project;
- historical or architectural importance of the building, as outlined in the City's Heritage Register; and
- façade improvements upgrade more than signage. Applications for signage alone will be considered but will have lower priority than applications which propose more comprehensive rehabilitation work or upgrades to a building façade (i.e. paint upgrade, awning upgrade, window repairs, masonry repairs, etc.).

Grant Conditions

1. The owner(s) and all mortgage holders will register on title of the property a heritage conservation covenant prohibiting demolition or alteration of the building for five (5) years, unless the City approves these actions.
2. Work must be substantially underway within six (6) months of grant approval and completed within one (1) year.
3. Work must not commence until the grant is approved.
4. Projects must comply with the *City's Heritage Building Design Guidelines* and Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada*.
5. Work must be of good quality, meet appropriate building/fire codes or approved equivalent, comply with existing bylaws, be conducted in accordance with a valid building permit (if applicable), and pass municipal inspections.
6. Work is subject to inspection. If, during the course of the project, it is determined that the work fails to adhere to the program guidelines, then the award of the grant, in whole or in part, may be rescinded.
7. Signage crediting the City's funding will be provided by the City and must be displayed for the duration of the project, and for a mutually agreeable period not to exceed three (3) months after the project is completed. Grant recipients may be asked to participate in other promotional efforts as appropriate.
8. The applicant shall not involve the City of Nanaimo in any legal action between him/her and any contractors, estimators, employees, workers or agents arising from or out of the façade improvement project.

Application Requirements

1. An initial discussion must be held with the City's Heritage Planner to determine eligibility, scope of work and funding availability.
2. Applicants must submit the following with their application:
 - Summary of scope of work
 - A cost estimate from a product supplier or contractor for each element of the project
 - Photographs of existing building exterior where improvements will occur
 - Drawing(s) of proposed work (if applicable)
 - Material and colour samples (if applicable)

Application Process

Applications will be reviewed and approved as follows:

General Heritage Façade Grant (where building permit is required & structural appearance will change)

1. Preliminary grant application meeting with City's Heritage Planner to determine project eligibility.
2. Application made to City of Nanaimo for Heritage Alteration Permit.
3. Heritage Alteration Permit reviewed by Heritage Planner for consistency with applicable design guidelines and Parks Canada's *Standard and Guidelines for the Conservation of Historic Places in Canada*.
4. Heritage Alteration Permit approved by Staff. Staff will consider recommendation of Design Advisory Panel in this decision.
5. Heritage Façade Grant application submitted to City's Heritage Planner for review.
6. Grant application reviewed by City's Heritage Commission for funding qualification. If acceptable, the Commission will pass a recommendation of grant support for consideration by Council.
7. Grant recommendation will go to City Council for consideration and approval.
8. Building Permit applied for and issued.
9. Façade improvements completed.
10. Final Inspection and Heritage Conservation Covenant Registered (City right-of-way encroachment agreement also completed where encroachment created).
11. Reimbursement is provided at project completion following:
 - Confirmation by municipal staff of compliance with requirements of the building permit.
 - Submission of final invoices to Heritage Planner substantiating in detail the value of the completed work.
12. The applicant will receive a letter confirming completion of the project and grant payment from the City's Heritage Planner.

Summary of permits and other requirements which must be completed by applicant in order to receive grant payment:

- Heritage Alteration Permit
- Building Permit
- Encroachment Agreement (where encroachment proposed or exists)
- Heritage Conservation Covenant

General Heritage Façade Grant (where building permit is not required)

1. Preliminary grant application meeting with City's Heritage Planner to determine project eligibility.
2. Heritage Grant application submitted to City's Heritage Planner.
3. Grant application reviewed by Heritage Planner for consistency with applicable design guidelines and Parks Canada's *Standard and Guidelines for the Conservation of Historic Places in Canada*.
4. Grant application reviewed by City's Heritage Commission for funding qualification. If acceptable, the Commission will pass a recommendation of grant support for consideration by Council.
5. Façade improvements completed.

(continued on next page)

6. Final inspection and registration of Heritage Conservation Covenant (City right-of-way encroachment agreement also completed where encroachment created).
7. Reimbursement is provided at project completion following:
 - Submission of final invoices to City’s Heritage Planner substantiating in detail the value of the completed work.
8. The applicant will receive a letter confirming completion of the project and grant payment from the City’s Heritage Planner.

Summary of permits and other requirements which must be completed by applicant in order to receive grant payment:

- Encroachment Agreement (where encroachment proposed or exists)
- Heritage Conservation Covenant

Sign Grants

1. Preliminary application meeting with City’s Heritage Planner to determine project eligibility.
2. Application made to City of Nanaimo for Sign Permit.
3. Sign Permit reviewed by City (including Heritage Planner) for Consistency with applicable design guidelines and City Sign Bylaw.
4. Signage permit issued.
5. Grant application reviewed by City’s Heritage Commission for funding qualification. If acceptable, the Commission will pass a recommendation of grant support for consideration by Council.
6. Signage created and installed.
7. Final inspection and registration of Heritage Conservation Covenant (City right-of-way encroachment agreement also completed where encroachment created).
8. Reimbursement is provided at project completion following:
 - Confirmation by municipal staff of compliance with requirements of the sign permit.
 - Submission of final invoices to Heritage Planner substantiating in detail the value of the completed work.
9. The applicant will receive a letter confirming completion of the project and grant payment from the City’s Heritage Planner.

Summary of permits and other requirements which must be completed by applicant in order to receive grant payment:

- Sign Permit
- Encroachment Agreement (where encroachment proposed or exists)
- Heritage Conservation Covenant

Schedule A

Eligible Heritage Buildings

To be eligible for funding under the City's Heritage Façade Grant Program, buildings must be listed as a significant heritage building in the Downtown Heritage Conservation Area; and up-to-date on property taxes, business licenses and utility user fees and in compliance with the *Zoning Bylaw* (or have a lawful, non-conforming status) and *Building Bylaw*. The following properties are currently listed:

BC Telephone Exchange
(70-76 Bastion Street)

Commercial Hotel
(121 Bastion Street)

Eagle's Hall
(133-141 Bastion Street)

Provincial Liquor Store
(25 Cavan Street)

Christian Science Society Building (20 Chapel Street)

Shaw Residence
(41 Chapel Street)

St. Paul's Anglican Church
(100 Chapel Street)

Earl Block (Grassick's)
(2-4 Church Street)

Great National Land Building
(5-17 Church Street)

Jean Burns Building
(6 Commercial Street)

Nanaimo-Duncan Utilities / BC Hydro Building
(13 Commercial Street)

Nash Hardware
(19 Commercial Street)

Caldwell Block
(35 Commercial Street)

Hall Block
(37-45 Commercial Street)

Rogers Block
(83-87 Commercial Street)

Hirst Block (Dakin Block)
(93-99 Commercial Street)

Ashlar Lodge (Masonic Temple) (101 Commercial Street)

Gusola Block
(120 Commercial Street)

Parkin Block
(143-155 Commercial Street)

A.R. Johnston & Co. Grocers
(172-174 Commercial Street)

Halse Block
(200-206 Commercial Street)

Modern Café
(221 Commercial Street)

Free Press Building
(223 Commercial Street)

Ranger's Shoes
(306-314 Fitzwilliam Street)

St. Andrew's United Church
(315 Fitzwilliam Street)

S&W Apartments
(403-409 Fitzwilliam Street)

Mitchell's Market
(411 Fitzwilliam Street)

T&B Apartments
(413-417 Fitzwilliam Street)

Zorkin Building / Adirim's Junk Store
(418 Fitzwilliam Street)

Angell's Trading
(426 Fitzwilliam Street)

Central Dairy
(428 Fitzwilliam Street)

Occidental Hotel
(432 Fitzwilliam Street)

Rawlinson & Glaholm Grocers
(437 Fitzwilliam Street)

Harris Residence
(375 Franklyn Street)

Globe Hotel
(25 Front Street)

Tom Brown's Auto Body
(28 Front Street)

Nanaimo Fire Hall #2
(34 Nicol Street)

Esquimalt and Nanaimo Railway Station
(321 Selby Street)

Reid Residence
(151 Skinner Street)

Palace Hotel
(275 Skinner Street)

Commercial Building
(33-35 Victoria Crescent)

Davidson Block / Queens Hotel
(34 Victoria Crescent)

Nanaimo Pioneer Bakery/Johnson's Hardware
(39-45 Victoria Crescent)

Eagle Hotel/Terminal Hotel
(63 Victoria Crescent)

Willard Service Station
(291-299 Wallace Street)

Brumpton Block
(481-489 Wallace Street)

Merchant's Bank of Canada
(499 Wallace Street)

Schedule B

Heritage Conservation Covenant – Example

WHEREAS:

- A. The Grantors are the registered owners in fee simple of: PID's 001-024-086 and 001-024-108

PROPERTY LEGAL DESCRIPTION
(the "**Lands**");
- B. The Grantee is the City of Nanaimo;
- C. The Grantors have voluntarily agreed to grant to the Grantee a covenant under section 219 of the *Land Title Act* (the "**Covenant**") to protect, preserve, conserve and maintain the building on the Lands located at BUILDING ADDRESS, Nanaimo, British Columbia, known as BUILDING NAME (the "**Heritage Building**") which is considered to have heritage value.

NOW THEREFORE in consideration of the payment of the sum of Ten Dollars (\$10.00) by the Grantee to the Grantors and the premises and the covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby covenant and agree each with the other as follows (the "**Agreement**"):

- 1. In this Agreement:
 - (a) "**Customary State**" means that state of appearance and repair of the exterior of the Heritage Building that exists on the date this Agreement is executed by the Grantors;
 - (b) "**Alter**" means to take any action whatsoever the effect of which is to change, disturb, transform or otherwise modify any exterior feature of the Heritage Building, including its paint colour, trim, windows, doors, and any and all other exterior features, and "**Alteration**" has the corresponding meaning.
- 2. The Grantors shall preserve, conserve and maintain the Heritage Building in its Customary State and without limiting the generality of the foregoing shall not, except with the prior written consent of the Grantee Alter, or cause or acquiesce in the Alteration of any part of the exterior of the Heritage Building.
- 3. The Grantors shall, by themselves or by the use of agents, preserve, conserve and maintain in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Heritage Building or the foundation or structure of the Heritage Building) the Lands and the Heritage Building, and the appurtenances and equipment thereof, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas and electric pipes and conduits, and all other fixtures on the Lands and the Heritage Building, whether or not enumerated herein, and shall make any and all necessary repairs and replacements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, in order to preserve, conserve and maintain the good order and condition of the Lands and Heritage Building, and to preserve, conserve and maintain the Heritage Building in its Customary State.

Example

4. The Grantors shall not commit or suffer waste to the Lands or the Heritage Building or any part thereof (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Heritage Building or the foundation or structure of the Heritage Building), nor shall the Grantors injure or disfigure the Lands or the Heritage Building or permit them to be injured or disfigured in any way.
5. The Grantors shall permit the Grantee, its elected and appointed employees and agents to enter upon the Lands at all reasonable times for the purpose of inspecting the condition of the exterior of the Heritage Building.
6. The Grantors and the Grantee agree that the enforcement of this Agreement shall be entirely within the discretion of the Grantee and that the execution and registration of this Covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Grantee to the Grantors or to any other person to enforce any provision or the breach of any provision of this Agreement.
7. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Grantee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which rights and powers may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Grantors.
8. The Grantors hereby release and forever discharge the Grantee, its officers, employees and agents, of and from any cause of action, suit, demand, expenses, costs and legal fees whatsoever, which the Grantors can or may have against the said Grantee for any loss or damage or injury, including economic loss, that the Grantors may sustain or suffer arising out of or in connection with the breach of any covenant in this Agreement.
9. The Grantors covenant and agree to indemnify and save harmless the Grantee, its officers, employees and agents from any and all claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever that anyone has or may have as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or by anyone who suffers loss of life or injury to his person or property, including economic loss, that arises out of or in connection with the breach of any covenant in this Agreement.
10. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements, whether oral or otherwise, with the Grantors other than those contained in this Agreement.
11. 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.
12. The Grantors covenant and agree for themselves, their heirs, executors, successors and permitted assigns, that they will at all times perform and observe the requirements and restrictions hereinbefore set out and they shall be binding upon the Grantors as personal covenants only during the period of their respective ownership of any interest in the Lands.
13. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
14. 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.

Example

15. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Grantee as a first charge against the Lands.
16. This Agreement shall enure to the benefit of the Grantee and shall be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
17. This Agreement is effective and enforceable immediately as of the date of its execution by the parties hereto and shall, subject to paragraph 19 hereof, remain effective and enforceable for a period of five (5) years (the "Term") from the date of its registration in the Victoria Land Title Office.
18. Provided that for the duration of the Term of this Agreement the Grantor has complied with the promises and covenants herein contained and has not breached the same, the Grantee shall, after the expiration of the Term, make an application to the Victoria Land Title Office for removal of this Agreement and Covenant from title to the Lands, and the Grantor shall pay to the Grantee any and all fees and expenses relating to the said application.
19. 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.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

Schedule C

Heritage Façade Grant Program – Application Form

Building Owner Application	
Name of Building	_____
Address of Building	_____
Name of Owner	_____
Address	_____
Telephone	_____ Fax _____
Email	_____
Contact Person (if different than owner)	_____
Tenant Application	
Name of Business	_____
Address of Business	_____
Name of Business Owner	_____
Address	_____
Telephone	_____ Fax _____
Email	_____
Contact Person (if different than owner)	_____
Authorization of Building Owner	_____
	<i>(signature)</i> _____ <i>(date)</i> _____
Architect / Designer responsible for project (if applicable)	
Name	_____
Address	_____
Telephone	_____ Fax _____
Email	_____

Project Information

Describe the proposed project (attach separate sheet if necessary):

Planned start date _____

Planned completion date _____

Estimated total project cost _____

Project cost components (estimates) (or attach separate cost estimates / invoices to this form)

	Labour	Materials
Design	\$	\$
Mechanical	\$	\$
Electrical	\$	\$
Structural	\$	\$
Other	\$	\$

Applicant Requirements

- Property taxes paid
- Utility taxes paid
- License fees paid
- Required permit applications completed

Please attach the following:

- Photographs of existing conditions
- Scope of work summary
- Detailed specifications and associated costs
- Cost estimates from contractors or tradespeople
- Drawings (if applicable)
- Material and colour samples (if applicable)

Owner Authorization

I, _____, of _____, the
(owner) (address)

owner in fee simple of _____, have read the
(building address)

complete application, concur with the application conditions, and give my consent to the work proposed in the application.

I understand and give my consent to the registration of a heritage conservation covenant on the title to the property which prevents alteration of any part of the exterior of the Heritage Building without the written consent of the City of Nanaimo.

I agree to display signage provided by the City of Nanaimo to promote the Heritage Façade Grant Program on the exterior of the building and for a mutually agreeable period not to exceed three months after completion of the project.

I agree not to involve the City of Nanaimo in any legal action between myself and any contractors, estimators, employees, workers or agents arising from or out of the façade grant project.

I give my consent to the City to make all inspections necessary to confirm that the approved plans are implemented in accordance with expected standards.

Signature of Applicant

Date

Submit completed application forms to the City of Nanaimo's Culture & Heritage Planner:

Office: 411 Dunsmuir Street, Nanaimo, BC V9R 5J6

Mail: 455 Wallace Street, Nanaimo BC V9R 5J6

Email: chris.sholberg@nanaimo.ca

Phone: 250-755-4472