



City of Nanaimo Heritage Home 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 purpose of the Heritage Home Grant Program is to enhance and conserve Nanaimo's historic residential building resources. To achieve this objective the program provides financial assistance for structural and exterior building improvements which *follow the Federal Government's Standards and Guidelines for the Conservation of Historic Places in Canada*.

The City of Nanaimo has committed to providing financial incentives for heritage buildings as part of its economic development and revitalization strategy. Incentives are intended for the rehabilitation and enhancement of historic buildings, as well as to promote investment in historic residential neighbourhoods, thereby enhancing the neighbourhood's historic building stock and long term livability.

This program mirrors similar heritage home incentive programs in cities such as Vancouver and Victoria that have been in existence for many years and have encouraged home owners in historic residential areas to fix up and maintain their historic homes.

Funding Eligibility

The Community Charter stipulates that local governments may provide financial assistance to conserve 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. recognized as having heritage status by the local government and is considered to be a protected heritage property (in this case, the property owner has entered into a heritage conservation covenant with the City of Nanaimo); and
2. residentially occupied, has no delinquent property taxes and utility user fees, and is compliant with both the City of Nanaimo's *Zoning Bylaw* and *Building Bylaw*.

A list of eligible properties is attached as Schedule A.

Grant Amount

Grants will cover up to 50% of total project cost, to a maximum of \$2,500 per building, and are, available on a first come first served basis. Please note, the grant total to each property over the life of the grant program cannot exceed \$2,500.

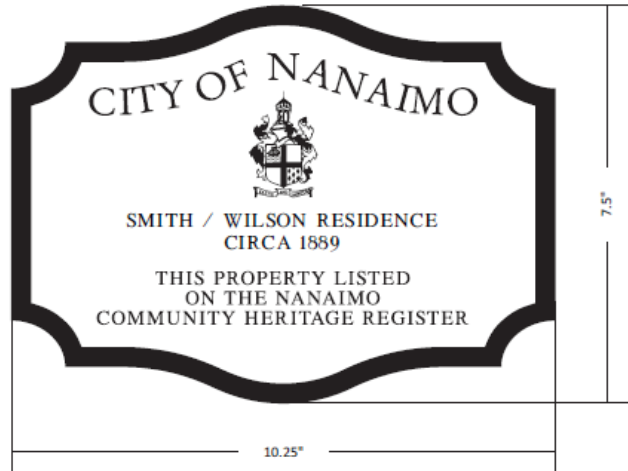
Funding Objectives

Priority will be given to applications achieving the following objectives:

- Demonstration that façade improvements meet or exceed *Parks Canada's Standards and Guidelines for the Conservation of Historic Places in Canada*;
- facade improvements will enhance the streetscape;
- structural improvements will prolong the life of the building;
- the amount of private contribution the application will leverage above and beyond the grant request; and
- historical or architectural importance of the building, as outlined in the City's Heritage Register.

Grant Conditions

- Only external or structural improvements qualify – rehabilitation work must be consistent with guidelines set out by the Provincial and Federal Governments (i.e. Parks Canada’s *Standards and Guidelines for the Conservation of Historic Places in Canada*).
- The owner(s) and all mortgage holders will register on title of the property a heritage conservation covenant prohibiting demolition or exterior alteration of the building, unless the City approves these actions.
- Work must be substantially underway within six (6) months of grant approval and completed within one (1) year.
- Work must not commence until the grant is approved.
- 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.
- 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.
- The owner will agree to mount a small plaque in close proximity to the home’s main entrance provided by the City indicating the home’s heritage status (see attached design).



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 structure or exterior where improvements will occur;
 - drawing(s) of proposed work (if applicable); and
 - material and colour samples (if applicable).

Application Process

Applications will be reviewed and approved as follows:

1. Homeowner has preliminary application meeting with City’s Heritage Planner to determine project eligibility.
2. Application made to City of Nanaimo (c/o Heritage Planner). Application includes details illustrating proposed work (e.g. concept sketches, colour swatches, etc.). Cost estimates also provided.
3. Application evaluated by Heritage Planner based on Federal Heritage Building Conservation Guidelines and then recommendation prepared for consideration by Heritage Commission.

4. Application placed on next available Heritage Commission meeting agenda. Heritage Commission reviews application and staff recommendation and either approves grant or rejects grant.
5. Heritage Planner sends out letter informing applicant of Commission's decision.
6. If grant approved, applicant proceeds with project within six (6) months. Applicant applies for building permit if necessary.
7. Project work completed by applicant within one (1) year.
8. Reimbursement is provided at project completion following:
 - Confirmation by Heritage Planner that applicant has completed project in compliance with grant approval.
 - Submission of final invoices to Heritage Planner substantiating in detail the value of the completed work.
 - Registration of heritage conservation covenant on property title (completed by City).
 - Installation of heritage plaque provided by City.
9. Applicant is sent a final letter from the Heritage Planner noting completion of the grant requirements and payment of grant.

Quick Facts

What homeowners need to know about the Heritage Home Grant Program:

- Owners can be reimbursed up to 50% of the total project costs for structural and exterior building improvements, up to a maximum of \$2,500.
- Owners can apply at any time during the year.

Owners should:

- Speak to the City's Heritage Planner.
- Ensure your home is listed on the City's official Heritage Register.
- Ensure your property taxes and utility user fees have been paid.
- Submit a completed application, including a summary of the scope of the work; a cost estimate for each element of the project; photographs of the existing building; a drawing of the proposed work (if applicable); and material and colour samples (if applicable).
- Complete the project within one (1) year of its approval by the Heritage Commission.

Owners should not:

- Begin the work prior to the grant approval;
- Delay the work beyond six (6) months, once the grant is approved.
- Refuse to have the project inspected.
- Refuse to have a heritage conservation covenant registered on the title of your home. This is required in order to give the property protected heritage status. Protected status is required in order for public funds to be given to a private property owner.

Schedule A

Eligible Heritage Buildings

To be eligible for funding under the City’s Heritage Home Grant Program, buildings must be recognized as having heritage status by the local government and is considered to be a protected heritage property (in this case, the property owner has entered into a heritage conservation covenant with the City of Nanaimo); residentially occupied; have no delinquent property taxes and utility user fees; and be compliant with both the City of Nanaimo’s *Zoning Bylaw* and *Building Bylaw*. The following residential properties are listed on the City’s official Heritage Register and are therefore eligible for funding under this program:

Holland/Morrison Residence
(763 Albert Street)

Girvin Avenue Residence
(797 Girvin Avenue)

Pargeter Residence
(536 Kennedy Street)

Simpson Residence
(18 Albion Street)

Jones / Bevilockway Residence
(55 Haliburton Street)

Adams Residence
(547 Kennedy Street)

Steel Residence
(990 Campbell Street)

Haliburton Street Miner’s Cottage
(111 Haliburton Street)

Dykes Residence
(639 Kennedy Street)

Craig Street Residence
(112 Craig Street)

Rowe Residence
(545 Haliburton Street)

Layer-Hall Residence
(115 Machleary Street)

Hendrickson / Maunus Residence
(1421 Cranberry Avenue)

Krall Residence
(644 Haliburton Street)

Rowbottom Residence
(320 Machleary Street)

Cranberry Avenue Residence
(1500 Cranberry Avenue)

Hayes Residence
(703 Haliburton Street)

Hitchen Residence
(395 Machleary Street)

Cranberry Avenue Bungalow
(1518 Cranberry Avenue)

Haliburton Street Residence
(724 Haliburton Street)

John Johnston Residence
(407 Machleary Street)

Garland Farmhouse
(467 Eighth Street)

York Residence
(908-912 Hecate Street)

Parrots Residence
(411 Machleary Street)

Western Fuel Co. House #24
(715 Farquhar Street)

Smith / Wilson Residence
(12 Irwin Street)

Rowley Residence
(426 Machleary Street)

Shaw Residence
(815 Fitzwilliam Street)

Land Residence “Fernville”
(167 Irwin Street)

Meredith Road Residence
(2126 Meredith Road)

Beattie Residence
(825 Fitzwilliam Street)

Cowman Residence
(150 Kennedy Street)

Millstone Avenue Residence
(408 Millstone Road)

John Wilson Residence
(18 Fourteenth Street)

Cunningham Residence
(190 Kennedy Street)

Beevor-Potts Residence
(627 Millstone Avenue)

Fourth Street Store
(423 Fourth Street)

Freethy Residence
(304 Kennedy Street)

Newbury Residence
(39 Milton Street)

McCourt Residence
(750 Franklyn Street)

Wilkinson Residence
(305 Kennedy Street)

Young / Pargeter Residence
(45 Milton Street)

Young Residence
(102 Fry Street)

Woodman Residence
(307 Kennedy Street)

Wilton/Welch Residence
(129 Milton Street)

Wood Residence
(133 Milton Street)

Ledingham Residence
(347 Milton Street)

Leynard Residence
(442 Milton Street)

Millstone Street Bungalow
(469 Milton Street)

Galbraith Residence
(164 Mount Benson Street)

Van Houten Residence
(184 Mount Benson Street)

Westwood / Giovando Residence
(225 Newcastle Avenue)

McCannel Residence
(757 Northumberland Avenue)

Park Avenue Residence
(465 Park Avenue)

Pine Street Bungalow
(20 Pine Street)

Pine Street Residence
(259 Pine Street)

Clements Residence
(420 Pine Street)

Harrison Residence
(546 Prideaux Street)

Jones Residence
(639-41 Prideaux Street)

Oikari Residence
(1343 Quinn Lane)

Spence House
(746 Railway Avenue)

Newbury Farm House
(678 Second Street)

Manson Residence
(471 Selby Street)

Beck Residence
(610 Selby Street)

Sullivan Residence
(673 Selby Street)

Johnston Residence
(36 Stewart Avenue)

Daniel Galbraith Residence
(185 Stewart Avenue)

Sloan / Isaacson Residence
(255 Stewart Avenue)

Stephens Residence
(505 Stewart Avenue)

Egdell Residence
(725 Terminal Avenue North)

Williams Residence
(40 Thetis Place)

Sharp Residence
(261 Vancouver Avenue)

Ekins Residence
(441 Vancouver Avenue)

Bird House
(461 Vancouver Avenue)

Granby Mine Residence
(523 Vancouver Avenue)

McRae Residence
(98 Victoria Road)

Booth Residence
(302 Victoria Road)

Victoria Road Residence
(413 Victoria Road)

Isherwood Residence
(421 Victoria Road)

Crewe Residence
(624 Wakesiah Avenue)

Gulliford Residence
(285 Wall Street)

Jenkins Residence
(674 Wentworth Street)

Wilson Residence
(697 Wentworth Street)

Grieve Residence
(711 Wentworth Street)

Crossan Residence
(718 Wentworth Street)

Wells Residence
(904 Wentworth Street)

Tuck Residence
(959 Wentworth Street)

Schedule B

Heritage Conservation Covenant – Example

WHEREAS:

- A. The Grantors are the registered owners in fee simple of:

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. This Agreement shall be registered as a first charge against the Lands and the Grantors agree to execute and deliver all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
16. 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.
17. 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.
18. 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 Home Grant Program – Application Form

Applicant Information	
Name of Applicant	_____
Address	_____
Telephone	_____ Fax _____
Email	_____
Name of Owner (if different than applicant) _____	
Address	_____
Telephone	_____ Fax _____
Email	_____
Property Information	
Building Name	_____
Building Address	_____
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)

Estimate	
Design	\$ _____
Exterior	\$ _____
Structural	\$ _____
Other	\$ _____

Applicant Requirements

- Property taxes paid
- Utility taxes paid
- Residential occupancy

Please attach the following:

- Photographs of existing conditions
- Scope of work summary
- Cost estimates from contractors or tradespeople
- Scale 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 by the agent, employee or lessee of the above-noted property if applicable and concur with 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 mount in close proximity to the main building entrance a plaque provided by the City of Nanaimo noting the heritage status of the building.

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 Heritage Home 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