

Designated
Heritage Property

INCENTIVE GRANT PROGRAM

2021 Version



SECTION 1: PURPOSE OF GRANT PROGRAM

In the public interest, the City of Brampton has established a heritage property incentive grant program intended to encourage and assist owners with the care of heritage properties designated under either Part IV or Part V of the *Ontario Heritage Act*.

The Designated Heritage Property Incentive Grant is tailored to assist property owners with small to mid-size preservation and/or restoration projects. Projects must focus on the care and rehabilitation of existing heritage attributes or restoration that would contribute to the cultural heritage significance of the property or district and their reasons for heritage designation.

SECTION 2: DEFINITIONS

- a) 'Owner' means the person registered on title in the proper land registry office as owner of the Designated Heritage Property.
- b) 'City' shall mean The Corporation of the City of Brampton; 'Council' shall mean the elected Council of the Corporation of the City of Brampton;
- c) 'Designated Heritage Property' shall mean real property including all buildings and structures thereon that have been designated by municipal by-law as being of cultural heritage value or interest pursuant to Part IV or the *Ontario Heritage Act* or located in a Heritage Conservation District designated under Part V of the *Ontario Heritage Act*;
- d) 'Eligible Property' shall mean that which is described in Section 3;
- e) 'Eligible Conservation Work' shall mean that which is described in Section 5;
- f) 'Heritage Attributes' shall mean, the exterior principal features, characteristics, context, and appearance that contribute to the cultural heritage significance of a property designated under either Part IV or Part V of the Ontario Heritage Act".
- g) 'Policy Statement' shall mean the City's "Policy Statement - Designated Heritage Property Incentive Grant Program";
- h) 'Preservation' shall mean the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property;
- i) 'Restoration' shall mean the process of accurately revealing, recovering, replicating or representing the state of a heritage property at a particular period in its history, while still protecting the cultural heritage value of the property:
- j) 'Application Kit' shall mean the City of Brampton's 'Designated Heritage Property Incentive Grant Application Kit', which includes the Application Form and the Standard Agreement, as may be amended from time to time by the City of Brampton Heritage Staff;
- k) 'Application Form' shall mean the application form attached as Appendix A to the Application Kit as may be amended from time to time by the City of Brampton Heritage Staff;
- l) 'Standard Agreement' shall mean the standard form agreement attached as Appendix B to the Application Kit" as may be amended from time to time by the City of Brampton Heritage Staff and
- m) 'Complete Application' shall mean all the items set out in Section 7 of the Application Kit, a completed Application Form, and a signed and dated Standard Agreement, to the satisfaction of City of Brampton Heritage staff, in their sole discretion.

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.

Preservation Projects

Preservation is the act or process of applying measures necessary to care for and sustain the existing form, integrity, materials and details of a heritage property. Preservation is appropriate when the existing heritage attributes and features are essentially intact.

The removal or replacement of intact or otherwise repairable heritage attributes on the property should always be avoided.

Occasionally rehabilitation may also be required if a property is to remain functional - usually through conversion of a property for a new, compatible use. Rehabilitation involves more intervention than simple preservation, usually by making certain, carefully considered alterations.

Every effort should be made to retain and preserve the heritage attributes that contribute to the significance of the property, while still permitting those changes necessary to ensure the building has renewed viability.

Restoration Projects

Restoration is the process of accurately revealing, recovering, replicating or representing the state of a heritage property at a particular period in its history, while still protecting the cultural heritage value of the property.

Restoration is appropriate when the significance of the property during a particular period in its history far outweighs the potential loss of existing materials, spaces, finishes and other attributes. Restorations are usually considered when the heritage integrity and significance of the property has been greatly diminished over time.

Restoration should focus on accurately replicating decayed and missing elements, revealing intact elements that are hidden or obscured; and on removing inappropriate finishes and features that obviously diminish the heritage value of the property.

The merits and scope of a restoration project is determined using appropriate documentary sources - either directly related to the property or based on solid research and relevant historical references. Restoration should never be the result of speculation or mere conjecture and should never be overly influenced by current design trends.

Examples of Eligible Conservation Work:

- Eligible conservation work can include the preservation or accurate heritage restoration of:
- porches, verandahs, cupolas, columns, brackets, soffits, fascia and other architectural elements;
- exterior cladding such as clapboard, wood shingles, pebbledash stucco, board and batten;
- significant chimneys;
- windows, doors (including screen doors and storm windows) and other structural openings;
- decorative architectural detailing, millwork and trim;
- masonry and stonework;
- cleaning of masonry and stone (if deemed necessary and if using non-destructive cleaning methods);
- chemical or physical treatments, if appropriate, undertaken using the gentlest means possible (treatments that cause damage to historic materials will not be eligible);
- removal of non-heritage siding and detailing;
- historically accurate landscaping, gardens and flower beds;
- repairs deemed critical to the stabilization and preservation of the property, including repairs to the roof and eaves troughs, exterior cladding, windows, foundation and drainage, serious structural faults;
- preservation or restoration of interior heritage attributes, features, materials and finishes if they contribute to the cultural heritage value of the property; interior work of this nature usually focuses on: period wallpaper and paint, woodwork, hardwood floors, decorative plaster, wall murals, stained and leaded glass, etc;
- removal of inappropriate modern materials such as insulbrick, metal siding and the like;
- introduction of a period paint colour scheme;
- conservation of any other features or character-defining element on the property that is cited and described as a cultural heritage attribute in the heritage designation bylaw, heritage district plan, and/or statement of reason for heritage designation report.

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.

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

6) A statement detailing other grants or funding sought for the proposed work, as applicable.



SECTION 8: PRE CONSULTATION

The property owner must consult with the City of Brampton Heritage Staff prior to submitting a Designated Heritage Property Incentive Grant application.

This pre-consultation is used to help ensure that applications are complete and that they meet the criteria and eligibility requirements.

A site inspection of the property and an assessment of possible impacts on existing designated heritage attributes will be conducted by the City of Brampton Heritage Staff.



SECTION 9: ASSESSMENT OF APPLICATIONS

An application will be assessed using the following criteria:

- compatibility and consistency with the architectural, historical, and contextual significance of the property;
- serves to rehabilitate the building or property by stabilizing and protecting existing architectural heritage attributes and/or other character defining elements;
- serves to help restore the building or property by replicating lost or damaged architectural heritage attributes and/or other character defining elements that were once part of the building fabric or property. Such work must not compromise existing heritage attributes in the process and must be justified using appropriate research and documentation methods;
- serves to improve and strengthen the streetscape, neighbourhood, block or area in which it is located
- consistency with City policy as outlined in the City of Brampton Official Plan;
- consistency with City by-laws, policies, codes, as well as relevant provincial and federal regulations;
- compatibility with the guidelines and district plan established for the heritage conservation district, if the property is located within such a district; and
- consistency with the *Standards and Guidelines for the Conservation of Historic Places in Canada* and best practice in heritage conservation overall.

Other factors used in assessment of grant applications include:

- the overall cultural heritage value of the property as determined by the City of Brampton's criteria for assessing cultural heritage value or interest;
- documentation that indicates the suppliers of a particular product, trade or service have sufficient experience working with heritage properties;
- the use of historically appropriate materials and finishes as warranted;
- the availability of funds within the program budget; and
- the relationship of the application to the long-term conservation plans and priorities of the City and the Brampton Heritage Board.



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.

SECTION 12: REMEDIAL ACTIONS

Should, in the opinion of the City's Heritage Staff, the heritage property incentive grant recipient fails to comply with the requirements of the Designated Heritage Incentive Grant By-law (266-2011), or the Designated Heritage Property Incentive Program Guidelines, or supplied false information, the owner who applied for the heritage property incentive grant shall either not be paid the grant by the City, or, if the heritage property incentive grant has already been paid, be required to forthwith repay the entire heritage property incentive grant amount to the City.

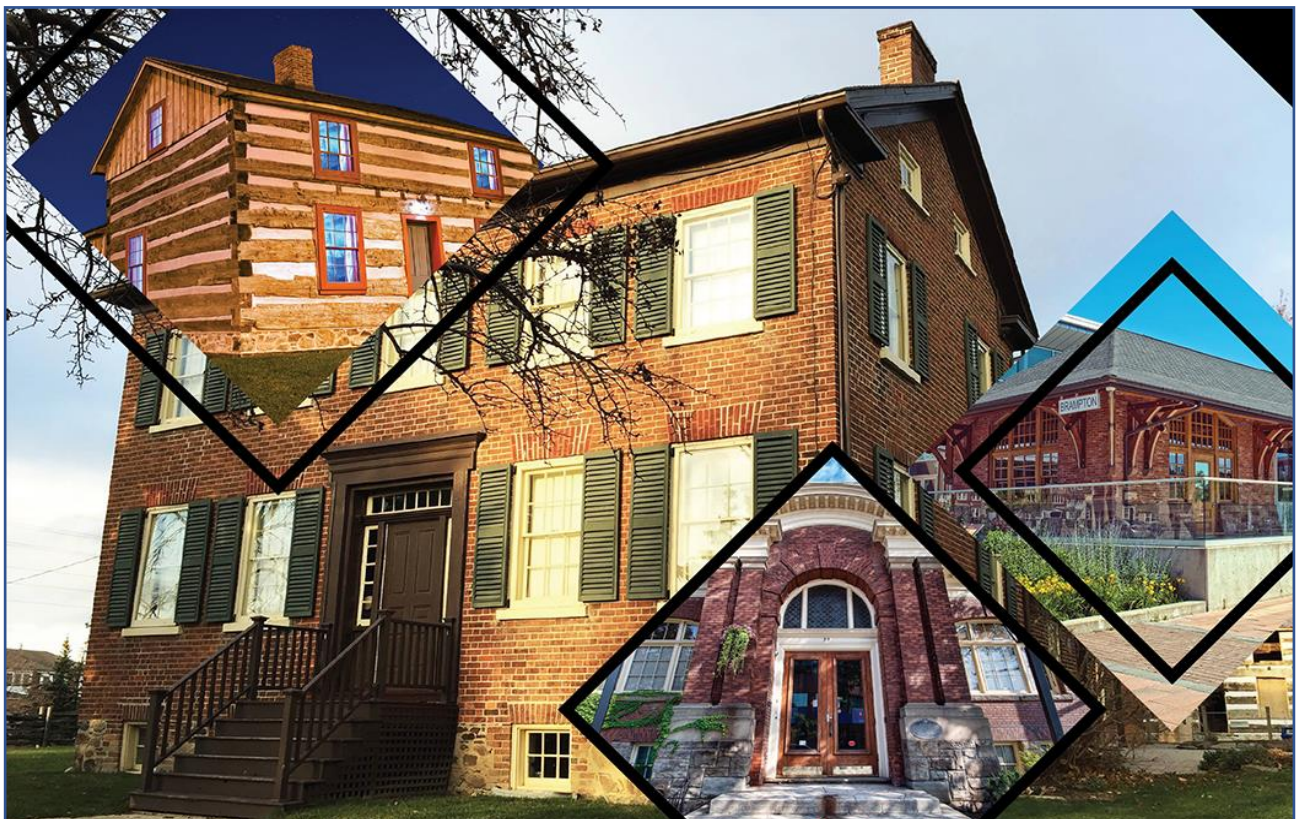
Failing immediate repayment upon notice from the City, the grant shall be deemed to be a loan, for which the amount of the loan together with interest (at the Prime Interest Rate as set out by the Bank of Canada as of the date of notice from the City, plus 2%) may be added by the City Clerk to the collector's roll and collected in like manner as municipal taxes over a period fixed by Council, and such amount and interest shall be a lien or charge upon the land in respect of which the loan was made.

SECTION 13: FREQUENCY OF GRANT

A single property is eligible to receive only one (1) grant every two (2) years after the date the City Council approved the initial heritage property incentive grant.

For further information please contact a Heritage Coordinator at:

City of Brampton
Planning, Design & Development
2 Wellington St W
Brampton, ON L6Y 4R2
905-847-3744 or 905-874-3825



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:

Name of the Owner

Home Telephone

Business Telephone

Fax

Email

Address

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:

Date

Amount

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)		\$
Total Project Costs		\$

1. I, the undersigned, certify that to the best of my knowledge the information provided in this application is accurate and complete, and I agree to the terms and conditions of the Designated Heritage Property Incentive Grant Program as established by the City of Brampton under By-law 266-2011.
2. I am the owner of authorized agent of the owner, named in the above application and hereby apply for a grant under the Designated Heritage Property Incentive Grant Program (refer Schedule B)
3. I understand that the final amount of the grant will be determined and that this application will be completed following:
 - a) A site inspection of the property and assessment of impacts on existing designated heritage attributes by the City Heritage Coordinator;
 - b) Owner provided drawings, and/or specifications, cost estimates, and photographs;
 - c) Assessment of the merits of the application by the Heritage Coordinator and the Brampton Heritage Board;
 - d) Formal approval of application by Brampton City Council;
 - e) Substantiation of the completed work by invoices provided; and
 - f) Completion of work within one (1) year of the date of approval by Brampton City Council.
2. The undersigned hereby certify that no works eligible for heritage grant assistance, and/or which would require permission to alter under the Ontario Heritage Act, have commenced as of this date, or will commence prior to approval of this application by City Council.

Date

Owner's Signature

12. Checklist

The City will not begin processing this application until ALL required materials are submitted.

- Pre-consultation with City Heritage Coordinator completed
- Completed application
- Drawings/ renderings accurately describing the existing condition and proposed work
- Current colour photographs documenting features, elements, and spaces that will be the focus of the proposed project
- Copies of archival photographs and historical documentation as applicable
- Statement indicating other sources of funding as applicable
- Cost estimates

Personal information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 m.c.M.56 for the purpose of providing information for a Designated Heritage Property Incentive Grant Program application for the above listed property. Questions about this collection should be directed to a City of Brampton Heritage Staff at (905) 874-3744 or (905) 874-3825.

REGISTERED OWNER'S AUTHORIZATION

(To be completed by the registered owner)

I, _____ am the registered owner of the subject site.

I authorize _____ to prepare, submit and speak to this request for a Heritage Permit Application and/ or Consultation, on my behalf.

Date

Owner's Signature

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.

- 2.2 The Owner acknowledges that it has received and read a copy of the Designated Heritage Property Incentive Grant Application Kit (the “**Kit**”), and the Owner covenants with the City that the Heritage Attributes of the subject lands shall be conserved and the Grant provided for in this Agreement shall be applied in accordance with the City's requirements for the Designated Heritage Property Incentive Grant Program.
- 2.3 The City shall review all cost estimates submitted in support of the Grant Application in evaluating the estimated conservation costs eligible for the Grant, which costs, when designated by the City shall constitute the maximum amount of the total Grant to be paid. In the event the City is not satisfied with said cost estimates, the City may substitute its opinion of such amounts for purposes of calculating the eligible conservation costs for the Grant. If the City is not in receipt of sufficient information satisfactory to the City to determine conservation costs and the amount of the Grant, the Grant Application will not be processed and the Grant Application file will be closed. The decision of the City regarding the total amount of conservation costs, the calculation of the total estimated maximum Grant and the calculation of the actual Grant payments is final, absolute and within the City’s sole discretion.
- 2.4 The Grant will not be rewarded by the City until:
- a) the Owner contacts the City of Brampton Heritage staff to confirm the works are completed and to request that the City of Brampton Heritage staff attend the Designated Heritage Property to inspect the completed works;
 - b) the Owner provides proof of payment in accordance with the eligible conservation Works identified in the Grant Application;
 - c) a statutory declaration (refer Schedule B) by or on behalf of the Owner that the Owner has paid all accounts that are payable in connection with the installation and maintenance of works and that there are no outstanding claims relating to the works; and,
 - d) Designated Heritage Property has been inspected by City of Brampton Heritage staff or designate and the eligible conservation works are confirmed to be completed.
- 2.5 Notwithstanding the above, if the final costs come in less than the estimated costs identified in the Grant Application, the total value of the grant may not exceed 50% of the actual costs of eligible conservation works, up to the limit of **\$10,000.00**.

3. CORPORATE STATUS

- 3.1 Where the Owner is a corporation, the Owner hereby represents to the City that:
- a) the Owner has been duly incorporated as a corporation and is in good standing under the *Business Corporations Act* (Ontario) and is in compliance with all laws that may affect it and will remain so throughout the term of this Agreement;

- 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.

- 4.3. The Owner shall not commence any works that are the subject of a Grant Application prior to receiving approval of the Grant Application, and approval and execution of this Agreement.
- 4.4. The Owner agrees that the works made to any buildings on the subject lands shall be made in compliance with all required building permits, and constructed in accordance with the Ontario Building Code and all applicable zoning by-law requirements, municipal requirements and other approvals required at law.
- 4.5. All proposed eligible conservation works shall conform to all municipal by-laws, policies, procedures, standards and guidelines.
- 4.6. Existing and proposed land uses are in conformity with applicable Official Plan(s), zoning by-law(s) and other planning requirements and approvals at both the local and regional level.
- 4.7. The Owner shall complete all eligible conservation works within on (1) year from the date of approval of the heritage property incentive grant by the Council, failing which, unless extended by the City, this Grant approval shall be at an end, there shall be no Grant, and this Agreement shall be terminated. The deadline imposed by this paragraph shall not include delays that are outside the control of the Owner as determined in the sole discretion of the City.
- 4.8. Upon completion of the eligible conservation works, the Owner shall provide the City with documentation satisfactory to the City as to the amount of the actual costs of conservation works incurred by the owner.
- 4.9. The Owner shall ensure there are no liens or other claims outstanding in respect of the subject lands, and that all accounts for work and materials which could give rise to any claim for a construction lien against the subject lands have been paid at the time the Owner provides proof that the eligible conservation works are completed in accordance with Section 2.4.
- 4.10. The Owner agrees to comply with the *Construction Act* (Ontario), including its holdback provisions and the Owner represents that it is not aware of any potential or unresolved lien claim in respect of the redevelopment.
- 4.11. The Owner covenants to the City that where the Designated Heritage Property for any reason cease to be in the Owner's ownership by sale, assignment or otherwise, prior to the advance of part or all of the Grant, the Owner will notify the City in writing of said pending ownership change at least 30 days prior to the ownership change taking place and shall advise the new Owner prior to any such sale or assignment that any monies payable pursuant to this Agreement shall be made payable to the Owner only.
- 4.12. The Owner acknowledges that without limiting the generality of the other provisions of this Agreement:
 - a) the onus and responsibility is upon the Owner at all times to assume all costs of

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.

- 5.2 The City, its employees and agents are entitled to inspect the Designated Heritage Property and all fixtures and improvements upon the Designated Heritage Property at any time during usual business hours for the purpose of ascertaining their condition or state of repair or for the purpose of verifying compliance with the provisions of this Agreement.
- 5.3 The City retains the right at all times not to make any or all of Grant payments or to delay payment where the City deems that there is non-compliance by the Owner with this Agreement.
- 5.4 Except where expressly stated in this Agreement, all conditions in this Agreement are for the benefit of the City and may only be waived by the City. No waiver is effective unless in writing.

6. DEFAULT AND REMEDIES

- 6.1 The Owner agrees to maintain in good repair the improvements for which the Grant is provided. In the event that the Owner does not maintain in good repair said improvements, the City may:
 - a) serve on the Owner a written Notice to Repair detailing the particulars of the failure to maintain and the particulars of needed repairs; and
 - b) provide the Owner with at least 30 days to make such repairs.
- 6.2 On the occurrence of an event of default pursuant to subsection 6.3, the City shall be entitled to its remedies to enforce this Agreement, including, but not limited to:
 - a) delaying or ceasing the release of the Grant;
 - b) requiring repayment of the Grant; and/or
 - c) terminating this Agreement.
- 6.3 An event of default shall be deemed to occur upon any default of the Owner in complying with the terms set out in this Agreement, including, but not limited to, the following:
 - a) the as constructed works do not comply with the description of the works as provided in the Grant Application and any other supporting documentation required by the City;
 - b) the works are not undertaken in conformity with the Ontario Building Code and all applicable zoning requirements and planning approvals;
 - c) the building is damaged by fire or otherwise, and repair or reconstruction is not commenced within 90 days;
 - d) the Owner is in property tax arrears with respect to the subject lands for more than 90 days;
 - e) any representation or warranty made by the Owner is incorrect in any material respect;

- 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:

- a) in the case of personal delivery, on the date of delivery;
- b) in the case of e-mail or fax, on the date of transmission provided it is received before 4:30 p.m. on a day that is not a holiday, as defined in the *Interpretation Act* (Ontario), failing which it shall be deemed to have been received the next day, provided the next day is not a holiday; and
- c) in the case of registered post, on the third day, which is not a holiday, following posting.

Notice shall be given:

To the Owner at:

Name

Address

Telephone No:

Cell No.:

E-mail:

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 "A"

Legal Description of land

SCHEDULE "B"

Date:

XYZ

To Whom It May Concern:

RE: XYZ
Request for Heritage Incentive Grant

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

Province of Ontario) AND IN THE MATTER OF CLAUSE 3.1(b)
) OF THE BY-LAW AND DESIGNATED
(insert here "Regional Municipality of Peel" or "City of Brampton")) HERITAGE INCENTIVE GRANT
) PROGRAM KIT

I, _____ of the _____
(name of individual) (City/Town)

in the _____ SOLEMNLY DECLARE THAT:
(Municipality/County)

1. I am the _____ of _____
(owner) (address)
and as such have knowledge of the matters hereinafter deposed to.

2. All works required to be installed and completed on the property with municipal address have been completed and fully paid for and no one is entitled to a claim or lien in respect of labour or materials supplied in respect of such work.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the)
of)
in the)
of)
this _____ day of _____ 2020)
)
)
)

A Commissioner, etc.

)
(_____)
(print name of commissioner and date of expiry)
