

**TOWN OF ST. MARYS**

**THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**B E T W E E N:**

**HOME OWNER**

**(Hereinafter referred to as the "Owner")**

**OF THE FIRST PART**

**- and -**

**THE CORPORATION OF THE TOWN OF ST. MARYS**

**(hereinafter referred to as the "Town")**

**OF THE SECOND PART**

**WHEREAS** \_\_\_\_\_ **[NAME OF PROPERTY OWNER]** is the registered owner of the property known municipally as \_\_\_\_\_ **[MUNICIPAL ADDRESS , LEGAL ADDRESS]**, situated in the Town of St. Marys, (the "Property");

**AND WHEREAS** the Town has enacted By-law 62-2012, Being a By-law to Adopt the Heritage Conservation District Plan and designate a Heritage Conservation District in the Town of St. Marys, pursuant to the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, as amended (the *Ontario Heritage Act*);

**AND WHEREAS** the Property is located within the Heritage Conservation District as designated by By-law 62-2012;

**AND WHEREAS** the Owner and the Town agree that the Property has cultural heritage value and interest, and desire to conserve the cultural heritage value and interest of the Property;

**AND WHEREAS** the Council of The Corporation of the Town of St. Marys has enacted By-law 79-2017, Being a By-law to establish a Heritage Property Tax Rebate Program for the Heritage Conservation District, pursuant to Section 365.2 of the *Municipal Act, 2001*, S.O. 2001, c.25;

**AND WHEREAS** the Owner wishes to participate in the Heritage Property Tax Rebate Program,

**AND WHEREAS** one of the requirements of the Program is the entering into of a Maintenance and Conservation Agreement;

**AND WHEREAS** to this end, the Owner and the Town agree to enter into this Maintenance and Conservation agreement (the "Agreement");

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Town to the Owner (receipt thereof is hereby acknowledged), the parties hereto agree to abide by the following:

#### **DEFINITIONS**

1. In this Agreement:

“Building” means the Building or Buildings on the Property;

“Director” means the Director of Building and Development of The Corporation of the Town of St. Marys, including an acting Director of Building and Development, and his or her authorized designee;

“HCD Plan” means the Heritage Conservation District Plan for the Town of St. Marys, as adopted by By-law 62-2012;

“Heritage Permit” means a permit issued by the Town under Section 42 of the *Ontario Heritage Act*;

“Owner” means the registered owner or owners of the Property;

“Program” means the Town’s Heritage Property Tax Rebate Program;

“Town” means the Corporation of the Town of St. Marys.

#### **RECITALS**

2. The parties warrant that the above recitals are true.

#### **OWNER’S REPRESENTATIONS**

3. The Owner warrants that at the time of entering this Agreement, \_\_\_\_\_ percent of the units in the Building were occupied and that all occupied units were in a good and habitable condition suitable for their current use.

4. The Owner further warrants that at the time of entering this Agreement, there are no outstanding taxes, fines, penalties, fees, work orders or any other contraventions or outstanding municipal requirements.

5. The Owner and the Town agree that entering this Agreement is required as condition of the Owner’s eligibility for the Program.

6. The Owner agrees that the Program has other eligibility requirements and that entering this Agreement does not guarantee that the Owner will be eligible for the Program or will receive a heritage property tax rebate.

#### **OWNER’S OBLIGATIONS**

7. The Owner shall at all times maintain the Building and the Property in a good and sound state of repair so that no deterioration in the condition and appearance of the heritage attributes shall take

place. The Owner shall take all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

8. The Owner shall not undertake or permit to be undertaken any alteration, removal, demolition, construction, or installation of any sign or structure, or any other thing or act that is likely to affect the appearance or construction of the Building or the Property or is inconsistent with any provision of this Agreement or the HCD Plan, without obtaining the prior written approval of the Town in the form of a Heritage Permit.

9. Any and all alteration, renovation, removal, demolition, construction or installation on the Property permitted under paragraph 8 of this Agreement shall be in compliance with the HCD Plan and associated guidelines; the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2012) and the requirements of any Heritage Permit issued by the Town.

10. Notwithstanding paragraph 8 of this Agreement, in the event of an emergency, where the security or structural integrity of the Building is at risk, the Owner may undertake such temporary measures in respect of the Building and the Property as are:

- a) in keeping with the intent of this Agreement;
- b) consistent with the conservation of the Building and the Property; and
- c) reasonably necessary to deal with such an emergency, provided that the *Building Code Act, 1992*, as amended or re-enacted from time to time, is complied with and, where time permits, Town staff are consulted in advance.

11. The Owner shall notify the Director of any such measures as described in paragraph 10 within 24 hours.

12. The Owner shall notify the Director promptly if the ownership of the Property changes.

#### **DAMAGE OR DESTRUCTION**

13. The Owner shall notify the Director in writing immediately upon any damage or destruction occurring to the Heritage Attributes. No rebuilding, restoration or repair work shall be undertaken without obtaining the prior written approval of the Town, in the form of a Heritage Permit.

#### **TERM AND TERMINATION**

14. This Agreement shall come into force and take effect on the date it is signed by both parties.

15. The Term of this Agreement shall be for one year.

16. At the end of the Term, this Agreement shall automatically be extended for additional terms of one year each, unless and until it is terminated as provided for under paragraphs 15 or 16 of this Agreement.

17. Either party may terminate this Agreement by giving thirty (30) days' written notice of termination to the other party.

18. If the Owner breaches any of his or her obligations under this Agreement, or if the ownership of the Property changes, the Town may terminate this Agreement immediately by providing written notice of termination to the Owner.

**NOTICE**

19. Any notice given or delivered under this Agreement may be made:

To the Town, by mail or personal delivery to:

Town of St. Marys  
Attn: Director of Building and Development  
175 Queen Street East,  
Mail: P.O Box 998,  
St. Marys, ON. N4X 1B6

To the Owner:

[INSERT preferred method of notice and contact information]

**NON-LIABILITY OF TOWN**

20. The Town shall not be held liable for any damage to the Building or the Property that may result from any maintenance or preservation works.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**SIGNED, SEALED AND DELIVERED**

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Witness

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**PROPERTY OWNER**

**THE CORPORATION OF THE  
TOWN OF ST. MARYS**  
Per:

\_\_\_\_\_  
**Grant Brouwer, Director of Building &  
Development**