

TOWN OF ST. MARYS

THIS AGREEMENT made in triplicate 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, more particularly described in Section 7 of this agreement hereto (the "subject lands");

AND WHEREAS the subject lands were designated under the Ontario Heritage Act, R.S.O. 1990, c. O.18, as amended, by By-law 62-2012;

AND WHEREAS the Council of The Corporation of the Town of St. Marys, pursuant to Section 365.2 of the *Municipal Act, 2001, S.O. 2001, c.25* the Town passed By-law 79-2017 - Heritage Property Tax Rebate Program (the "Program");

AND WHEREAS pursuant to Section 365.2(2biii) of the *Municipal Act, 2001, S.O. 2001, c.25* the Town is authorized to enter into an agreement with owners of real property, or interests therein, for the preservation and maintenance of the property;

AND WHEREAS the Owner has applied to participate in the Program, which requires the Owner to enter into a Conservation and Maintenance Agreement (the "Agreement") pursuant to Bylaw 79-2017, being a By-law to establish a heritage property tax rebate program for the Heritage Conservation District;

NOW THEREFORE THIS AGREEMENT STATES that in consideration of the sum of One (\$1.00) Dollar 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:

1.0 GENERAL PROVISIONS

1.1 This Agreement shall apply to and be binding upon the property known municipally as MUNICIPAL ADDRESS (the “subject lands”).

1.2 The Owner warrants that at the time of the Application, The Building was occupied and in a good and habitable condition.

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

2.0 MAINTENANCE AND CONSERVATION

2.1 The Owner shall at all times maintain the Building and the Property in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Building's or the Property's condition and appearance shall take place, including without limiting the generality of the foregoing taking all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

2.2 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 Heritage Conservation District Plan (“HCD Plan”), without obtaining the prior written approval of the Town in the form of a Heritage Permit.

2.3 All alterations must be conducted 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.

2.4 Notwithstanding paragraph 2.2 of this Agreement, it is understood and agreed that in the event of an emergency that puts the security or integrity of the Building or occupants of the Building at risk of injury or damage, the Owner may undertake such temporary measures in respect of the Building and the Property as are:

- in keeping with the intent of this Agreement;
- consistent with the conservation of the Building and the Property; and
- 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. The Owner shall notify the Director of Building & Development, or designate, of any such measures within 24 hours.

3.0 DAMAGE OR DESTRUCTION

3.1 The Owner shall notify the Director of Building and Development, or designate, in writing immediately upon any damage or destruction occurring to the Building or the Property. 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.

4.0 OBLIGATIONS OF THE TOWN

