

TOWN OF KINGSVILLE PROPERTY TAX RELIEF PROGRAM
MAINTENANCE & PRESERVATION AGREEMENT

For the property known as _____

Located at _____

Roll # _____

For the tax year _____

Between

Owner _____

Mailing Address _____

Telephone _____ Fax _____

Email Address _____

And

Municipality _____

Mailing Address _____

Telephone _____ Fax _____

Email Address _____

WHEREAS the Owner is the registered owner of the above described designated heritage property which qualifies for Property Tax Relief;

AND WHEREAS one of the purposes of the Kingsville Heritage Property Tax Relief Program (approved by Kingsville Town Council on the 27th day of February, 2006, enacted by Bylaw 20-2006) is to encourage and facilitate the conservation, protection and preservation of designated heritage properties in the Town of Kingsville; and to authorize the entering into of Maintenance and Preservation Agreements;

AND WHEREAS the Owner and the Municipality desire to conserve the present historical, architectural, aesthetic and scenic character and condition of the exterior of the building on the property, as described in the designating by-law and stated in **Schedule “A”** attached hereto (all of which are hereinafter called the “Heritage Elements”) by entering into this agreement to preserve and maintain the built heritage resource on the property;

AND WHEREAS By-law20-2006 authorized the entering into of Maintenance and Preservation Agreements;

Now therefore the Parties agree:

1. DUTIES OF OWNER

The Owner does hereby qualify for Heritage Property Tax Relief, in an amount as determined by the Municipality’s Director of Financial Services.

1.1 Maintenance of the Building

In consideration of this Heritage Property Tax Relief, the Owner shall at all times maintain the building in as good, sound and habitable state of repair, as a prudent owner would normally do, so that no deterioration in the condition and appearance of the Heritage Elements (Schedule A) shall take place. The property will not be eligible for the heritage property tax relief if it is subject of any property standards violations, work orders or other outstanding municipal requirements, as of the date the application is made.

1.2 Normal Repairs and Alterations

As per the provisions of the *Ontario Heritage Act*, as amended from time to time, the Owner shall not, without the prior written approval of the Municipality, undertake or permit any demolition, construction, reconstruction, alteration, remodeling, or any other thing or act which would materially affect the appearance or construction of the Heritage Elements.

The Owner shall be permitted, without the prior written approval of the Municipality, to undertake or permit the repair or refinishing of presently existing parts or elements of the Heritage Elements damage to which has resulted from casualty, loss, deterioration, or wear and tear, provided that such repair or refinishing may not be performed, in a manner which would materially affect the construction or appearance of the Heritage Elements.

The Owner shall acknowledge and follow the current Ontario Ministry of Culture guidelines for heritage preservation (Schedule B) when undertaking any improvements to the Heritage Elements.

1.3 Insurance

The Owner shall at all times during the currency hereof keep the building insured against normal perils that are coverable on an all risk policy basis, including fire insurance, in an amount equal to the replacement cost of the building. The Owner shall provide evidence satisfactory to the Municipality of insurance coverage when making annual application for heritage property tax relief.

2.0 REMEDIES OF MUNICIPALITY

2.1 Notice of Contravention of Agreement

If the Municipality, in its sole discretion, is of the opinion that the Owner is in contravention of the terms of this agreement, the Municipality may, in addition to any of its legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Municipality for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the Municipality for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the Municipality shall be the sole and final judge, the Municipality shall notify the Owner in writing that he/she is in contravention of this agreement.

2.2 Contravention of Agreement at Application

A contravention prior to application disqualifies an Owner from making an application for the year or years during which the contravention exists. Once there is compliance, however, the Owner becomes eligible for tax relief for future years.

2.3 Repayment of Tax Relief

Where an Owner commits any contravention of the terms of this agreement after having been given Heritage Property Tax Relief, the total amount of the relief for the year during which there is a contravention must be repaid in full by the Owner. Any contravention in any year would disqualify the Owner from receiving tax relief for that entire year. There are no in-year adjustments.

Repayments to the Municipality shall, until paid to it by the Owner, be a debt owing by the Owner to the Municipality and the Owner agrees that the debt may be recoverable in the same manner as property taxes and shall be shown on any tax certificate as an amount payable to the Municipality.

2.4 Demolition Consequences

In the event that the property is demolished, the Municipality shall require the Owner to repay all of any Heritage Property Tax Relief provided to the Owner for each and every year of the program. The Municipality will require the Owner to pay interest on the amount of any repayment required at a rate not exceeding the lowest prime rate reported to the Bank of Canada by any of the banks listed in Schedule 1 on the *Bank Act* (Canada) calculated from the date or dates the Heritage Property Tax Relief was provided, and the collection provisions of Section 2.3 (above) shall apply to any debt owing in this section.

2.5 Inspection of the Property

To ensure that the maintenance and preservation agreement is being complied with the Municipality or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the building upon prior written notice to the Owner of at least twenty-four (24) hours. Properties will be made available for inspections, as required.

This agreement shall apply to the tax year 200__ but the obligations created hereunder shall continue and be binding upon the Owner thereafter.

This agreement shall be binding upon the Owner, its successors in title, heirs and assigns the provisions thereof including the provisions of collection in Section 2.3 shall run with the land.

Property Owner (Signature)

Clerk (Signature)

Date _____

Schedule "A" – Heritage Elements from the Designation By-law for the Heritage Property