

## HERITAGE GRANT AGREEMENT

This Grant Agreement is made at

The \_\_\_\_\_, this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
 (City/Town of...) Day Year

**BETWEEN:**

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

(the "Town")

and

\_\_\_\_\_  
 (the "Owner")

**WHEREAS** the owner represents that they are the registered Owner of the lands municipally addressed as:

\_\_\_\_\_ located in the Town of  
 Niagara-on-the-Lake, in the Regional Municipality of Niagara;

**WHEREAS** the owner has applied to the Town for a Heritage Restoration and Improvement Grant, for eligible interior or exterior improvements to the property and the Town has agreed to make such a grant pursuant to Sections 39 and 45 of the *Ontario Heritage Act, R.S.O. 1990, c. O.18*, as amended, and under By-law No. ~~3989-05 and 3989A-16, as amended,~~  
 XXXX-XX

**AND WHEREAS** the Owner will be doing conservation/repair work to the Property including the Owner's approved matching share work and any other work;

**NOW THEREFORE IN CONSIDERATION** of the Town approving this grant to

the Owner to a maximum amount of \$ \_\_\_\_\_, the  
Owner and the Town hereby agree: ~~(Town Portion of grant, being 25% of eligible costs)~~  
(Town Portion of grant being 50% of eligible costs  
to a max of \$7,500)

### **WORKS TO BE COMPLETED**

1. The Owner will complete all eligible works as specified in the approved grant application and approved design study (if required) and drawings, to the satisfaction of the Town, prior to the payment of the grant;

Brief description of approved works: \_\_\_\_\_

### **USE OF PROCEEDS**

2. The Owner will use all of the proceeds of the grant to pay only for eligible works as specified in the approved grant application and approved design study and/or drawings, and described in attached Schedule A, to the satisfaction of the Town;

### **PROJECT COMPLETION**

3. Construction of approved works will be completed no later than the following date: \_\_\_\_\_, being one year after issuance of the Town approved Heritage Permit. The Town, ~~after consultation with the Region,~~ may consider an extension to completion dates if the Town ~~and Region are~~ notified in advance of the required completion date. ~~is~~

### **DEFAULT & REMEDIES**

4. The Owner agrees to maintain in good repair the improvements described in Schedule A. In the event the Owner does not maintain in good repair said improvements, the Town 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.
5. The Owner agrees that if the Owner is in default of any conditions of this Agreement, the city may, in its sole discretion, delay or cancel part or all of the grant payment.

6. If unapproved demolition, alteration, removal or destruction of heritage fabric that compromises Cultural Heritage Value takes place then all grant payments shall cease, and payments already made will be repayable to the municipality.

6. The Owner agrees that the Town is not responsible for any costs incurred by the Owner in any way relating to the program, including, without limitation, costs incurred in anticipation of a grant.
7. If the owner has been awarded a grant and sells the Property prior to receipt of the grant, the Town may in its sole discretion:
  - a. pay the grant to the Owner if the Owner has completed the approved works to the satisfaction of the Town;
  - b. pay the grant to the new Owner subject to the new Owner completing the approved works to the satisfaction of the Town; or,
  - c. cancel the approved grant.

#### **AMENDMENTS TO DRAWINGS**

8. The approved drawings referred to may be amended by the Owner and the Town from time to time, as they may agree. In such cases the agreement must be updated to outline the updated work

#### **FINAL INVOICE FOR PROJECT**

9. The Owner shall provide the final invoice for the eligible works as specified in the approved grant application to the Town upon completion of construction. The Town, through the Director of Community and Development Services, reserves the right to reduce the amount of grant funding released if the final invoice for the eligible works is less than the maximum amount approved by the Town.

#### **NOTICES**

10. Any notice required to be given by either party to the other shall be given in writing or via email and delivered to:
  - a. in the case of the Town to:  
Heritage Staff  
Town of Niagara-on-the-Lake heritage@notl.com  
1593 Four Mile Creek Road, Box 100  
Virgil, Ontario, L0S 1T0
  - b. in the case of the Property Owner to:  
The last known mailing address or email address of the property owner or authorized agent/applicant (or such other address as the Owner may advise in writing)

**BINDING UPON OTHERS**

11. This Agreement shall be binding upon the parties and their heirs, executors, successors and assigns.

**PROPERTY OWNER AUTHORIZATION**

Dated at the \_\_\_\_\_,  
Town/City

this \_\_\_\_\_ of \_\_\_\_\_,  
Day Month Year

\_\_\_\_\_  
Name of Property Owner

\_\_\_\_\_  
Signature of Property Owner

**TOWN AUTHORIZATION**

Dated at the \_\_\_\_\_, this \_\_\_\_\_ of \_\_\_\_\_,  
Town/City Day Month Year

\_\_\_\_\_  
Lord Mayor Gary Zalepa

\_\_\_\_\_  
Town Clerk