

Heritage Property Tax Reduction 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 _____ Corporation of the City of Windsor

Mailing Address _____ 320-350 City Hall Sq W, Windsor ON N9A 6S1

Telephone _____ 519-255-6543 x 6179 _____ Fax _____ 519-255-6544

Email address _____ planningdept@citywindsor.ca _____

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 Heritage Property Tax Relief Program (approved by Windsor City Council by By-law 164-2015 on December 7, 2015) is “to encourage owners of heritage property to invest in the proper conservation and restoration of identified heritage attributes of their property to ensure the public benefit of the City of Windsor’s built heritage for present and future generations”; 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-law 164-2015 authorized the entering into of Maintenance and Preservation Agreements;

Now therefore the Parties agree:

1.0 DUTIES OF OWNER

The Owner does hereby qualify for Heritage Property Tax Relief in an amount as determined by the Municipality's Finance Commissioner.

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.

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, remodelling, or any other thing or act which would materially affect the appearance or construction 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 other 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 contraventions 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 his 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 I of 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.

This agreement shall apply to the tax year _____ 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 and the provisions thereof including the provisions of collection in Section 2.3 shall run with the land.

Property Owner (Signature)

Heritage Planner (Signature)

Date: _____

Schedule “A” – Heritage Elements

[To be replaced by specific Designation By-law]

Eight Guiding Principles in the Conservation of Built Heritage Properties

The following guiding principles are ministry statements in the conservation of built heritage properties and are based on international charters which have been established over the century. These principles provide the basis for all decisions concerning good practice in heritage conservation around the world. Principles explain the "why" of every conservation activity and apply to all heritage properties and their surroundings.

1. RESPECT FOR DOCUMENTARY EVIDENCE:

Do not base restoration on conjecture.

Conservation work should be based on historic documentation such as historic photographs, drawings and physical evidence.

2. RESPECT FOR THE ORIGINAL LOCATION:

Do not move buildings unless there is no other means to save them.

Site is an integral component of a building or structure. Change in site diminishes cultural heritage value considerably.

3. RESPECT FOR HISTORIC MATERIAL:

Repair/conservate - rather than replace building materials and finishes, except where absolutely necessary.

Minimal intervention maintains the heritage content of the built resource.

4. RESPECT FOR ORIGINAL FABRIC:

Repair with like materials.

Repair to return the resource to its prior condition, without altering its integrity.

5. RESPECT FOR THE BUILDING'S HISTORY:

Do not restore to one period at the expense of another period.

Do not destroy later additions to a building or structure solely to restore to a single time period.

6. REVERSIBILITY:

Alterations should be able to be returned to original conditions. This conserves earlier building design and technique.

e.g. When a new door opening is put into a stone wall, the original stones are numbered, removed and stored, allowing for future restoration.

7. LEGIBILITY:

New work should be distinguishable from old.

Buildings or structures should be recognized as products of their own time, and new additions should not blur the distinction between old and new.

8. MAINTENANCE:

With continuous care, future restoration will not be necessary.

With regular upkeep, major conservation projects and their high costs can be avoided.

The information contained here should not be relied upon as a substitute for specialized legal or professional advice in connection with any particular matter.

For more information, please call the Ministry of Tourism, Culture and Sport at 416-212-0644 or toll free at 1-866-454-0049.

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