



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 and exterior improvements to the property and the Town has agreed to make such a grant pursuant to Section 39 of the Ontario Heritage Act and under By-law No. 3989-05;

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 making this grant in the amount of \$ _____ to the Owner, the Owner and the Town hereby agree:

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, and described in attached Schedule A, to the satisfaction of the Town, prior to the payment of the grant;

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;

CONSTRUCTION START & COMPLETION

3. Construction of approved works will commence no later than _____ and be completed no later than _____. The Town's decision with respect to start and completion dates is final;

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. 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.

NOTICES

9. 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:
The Heritage Planner
Town of Niagara-on-the-Lake

1593 Four Mile Creek Road, Box 100
Virgil, Ontario, L0S 1T0

- b. in the case of the Owner to:
Owner's Name
Mailing Address (or such other address as the Owner may advise in writing)

BINDING UPON OTHERS

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

Dated at the _____, this ____ of _____
Town/City Day Month Year

Name of Owner

Signature of Owner

Dated at the _____, this ____ of _____,
Town/City Day Month Year

Lord Mayor

Town Clerk