HERITAGE TAX RELIEF PROGRAM

CONSERVATION AND MAINTENANCE AGREEMENT

This Conservation and Maintenance Agreement is made at

The _____, this_____ of _____, _____

(City/ Town of…) (Day) (Month) (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 NAME OF PROPERTY OWNER is the registered owner of certain lands and premises situated in the Town of Niagara-on-the-Lake, in the Region of Niagara and Province of Ontario (hereinafter called the "Property"), being composed of LEGAL DESCRIPTION, more particularly described in Schedule "A" of this agreement, and known municipally as MUNICIPAL ADDRESS;

AND WHEREAS the Property was designated under the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, as amended, by ***DESIGNATION BY-LAW NUMBER_____***;

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS under subsection 365.2(2) of the *Municipal Act, 2001*, an eligible heritage property must be subject to an easement agreement or an agreement with the Town respecting the preservation and maintenance of the property;

AND WHEREAS the Owner and the Town desire to conserve the cultural heritage value and listed heritage attributes of its cultural heritage resources and conditions of the Property as described in the Statement of Cultural Heritage Value or Interest as part of its Section 29 Part IV Ontario Heritage Act designation By-law or as outlined within Schedule "A" attached hereto;

AND WHEREAS the Council of The Corporation of the Town of Niagara-on-the- Lake passed By-law No. 2026-033 - Heritage Property Tax Relief Program (the "Program");

AND WHEREAS the Owner has applied to participate in the Program, which requires the Owner to enter into a Heritage Conservation and Maintenance Agreement (hereinafter called the "Agreement") pursuant to Section 37(1) of the *Ontario Heritage Act*, which entitles the Town to enter into agreements, covenants, and easements with owners of real property or interests therein, for the conservation, protection, and preservation of heritage in Ontario;

AND WHEREAS the Owner has existing obligations to maintain the structure and property to the standards described within the Town's Property Standards By-law 5192-19, as amended, or any successor, and all other Municipal By-laws.

AND WHEREAS the Owner has existing obligations to comply with the requirements for designated properties under the *Ontario Heritage Act*, including to obtain a permit prior to alteration or demolition of the Property;

AND WHEREAS the Owner has no outstanding municipal taxes, municipal fines or any additions to the roll number in respect of the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the matters referred to, the Parties agree as follows:

TAX REDUCTION

1. The Town agrees reduce the municipal property tax, for the property by 40%, up to a maximum of $2,000 (the "Tax Reduction"), in accordance with By-law 2026-033 and all participating agencies.

2. The Tax Reduction shall be applied to the 2026 property taxes for the Property.

3. If the Town determines, in its sole discretion, that any information provided by the Owner in the course of its application under the Program was incomplete, false, inaccurate or misleading, the Tax Reduction may be reduced, delayed, or cancelled.

4. This Agreement shall remain in force and effect for a one-year period from the date of signing this agreement.

USE OF PROPERTY

5. The Owner expressly reserves for themselves, their representatives, heirs, executors, administrators, successors and assigns, as the case may be, the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

TAX REDUCTION TO BE USED FOR MAINTENANCE AND CONSERVATION

6. The Owner agrees to conserve, maintain and repair, at all times, the Property, including any heritage attributes as set out in *Schedule A - Legal Description and Statement of Cultural Heritage Value or Interest* of this Agreement, and the listed heritage attributes within;
7. The Owner acknowledges that the purpose of the Tax Reduction is to:
    a) Maintain, preserve and protect the any heritage attributes listed in the Designation By-law or otherwise identified in Schedule "A" of this Agreement (the "Heritage Attributes") so as to maintain the heritage character, visual and structural heritage integrity of the building or structure; and
    b) Maintain the Property in a manner that will ensure the protection and preservation of the Heritage Attributes and the overall cultural heritage value of the Property.
    c) The Owner agrees to use all of the proceeds of the Tax Reduction to continue to conserve and maintain the Property, including the Heritage Attributes.

GENERAL OBLIGATIONS

8. The Owner shall at all times maintain the Heritage Attributes and any buildings on the Property in as good and sound a state of repair as a prudent Owner would normally do, in accordance with the section of the Property Standards By-law applicable to Heritage Properties.

9. The Owner shall notify the Town of any damage or destruction affecting the Heritage Attributes within seven (7) days of such damage or destruction occurring.

10. The Owner agrees to keep the Property insured at all times against normal perils that are coverable on an all-risk policy basis, including fire, in an amount equal to the replacement cost of the building.

11. If the Owner intends to sell or otherwise dispose of the Property during the time period of this Maintenance and Conservation Agreement, the Owner shall notify

the Town in writing at the earliest opportunity or at least 30 days prior to the ownership change taking place.

DEFAULT & REMEDIES

12. The Town retains the right to not provide a Tax Reduction or to delay payment where the Town deems that there is non-compliance by the Owner with this Agreement.

13. If the Owner demolishes the Property or breaches the terms of this Agreement, the Town may require the Owner to repay part or all of any Tax Reduction previously provided to the Owner for one (1) or more years.

14. If the Owner has contravened the Property Standards By-law and an Order is issued under subsection 15.2(2) of the Building Code Act, 1992, the Town will determine whether it will require the Owner to repay part or all of any Tax Reduction as contemplated in section 11, above, only after the Order is deemed confirmed or has been confirmed or modified by an appeal committee or a judge.

15. The Town may require the Owner to pay interest on the amount being repaid at a rate consistent with Town By-laws.

16. The Town may recover repayment of a Tax Reduction under this Program in the form of a chargeback on the subject property's tax account, in accordance with section 349 of the Municipal Act, 2001 and the Tax Relief Program's By-law.

17. The Owner agrees to permit the Town or its duly authorized representatives or agents to enter upon and inspect the Property and the building(s) at all reasonable times upon prior written notice to the Owner of at least 48 hours.

18. If any term, covenant or condition of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant or condition to person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this agreement shall be valid and enforced to the fullest extent then permitted by law.

19. Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

20. The following schedule lists the Heritage Attributes of the Property if the Heritage Attributes are not listed in the Property's Designating By-law. If applicable, Schedule "A" forms part of this Agreement.

INSPECTION BY THE TOWN AT ALL REASONABLE TIMES

21. The Town or its representatives shall be permitted at all reasonable times to enter upon and inspect the designated Property upon prior written notice to the Owner of at least twenty-four (24) hours for ensuring compliance with this Agreement.

NOTICE

22. Addresses of Parties: Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses by mail or through Electronic Mail. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

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

PROPERTY OWNER AUTHORIZATION

Name of Property Owner,_____Signature

TOWN AUTHORIZATION

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

_____ _____

Lord Mayor Town Clerk

SCHEDULE A - LEGAL DESCRIPTION & STATEMENT OF CULTURAL HERITAGE VALUE OR INTEREST/ HERITAGE ATTRIBUTES

The legal description of the Property is:

LEGAL DESCRIPTION

Town of Niagara-on-the-Lake, Regional Municipality of Niagara

STATEMENT OF CULTURAL HERITAGE VALUE OR INTEREST/ HERITAGE ATTRIBUTES