THE CORPORATION

OF THE

TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2026-033

A BY-LAW TO PROVIDE FOR A TAX REDUCTION TO THE OWNERS OF ELIGIBLE DESIGNATED HERITAGE PROPERTIES UNDER PART IV OF THE ONTARIO HERITAGE ACT

WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake is authorized by Section 365.2(4) of the ***Municipal Act***, 2001 S.O. 2001, c.25, to pass a By-law providing for the establishment of a program to provide tax reduction in respect of eligible heritage properties;

AND WHEREAS the establishment of a Heritage Property Tax Relief Program will incentivize heritage designations and encourage the maintenance and conservation of properties or resources of cultural heritage value and interest within the Town of Niagara-on-the-Lake;

AND WHEREAS the above noted program is for the purpose of providing a tax reduction of up to forty per cent (40%) of all property taxes levied by the Town up to an annual maximum of $2,000 per property on such terms and conditions as the Council of the Corporation of the Town of Niagara-on-the-Lake may prescribe.

NOW THEREFORE THECORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE ENACTS AS FOLLOWS:

1. For the purposes of this By-law:

a) "Act" shall mean the Municipal Act, 2001 S.O. 2001, c.25

b) "Agreement" means a Heritage Conservation and Maintenance Agreement between the Owner and the Town entered into pursuant to this By-law;

c) "Assessment Corporation" means the Municipal Property Assessment Corporation;

d) "Council" means the elected Council of the Corporation of the Town of Niagara-

on-the-Lake;

e) "Eligible Heritage Property" means a property:

   1 **That is located in the Town of Niagara-on-the-Lake;**

   2 **That is designated under Part IV of the *Ontario Heritage Act*;**

   3 **That is assessed within the following tax class: Residential, Multi-residential, and Mixed-use (residential apportionment only) as defined by the *Assessment Act*, R.S.O. 1990, c. A.31 and Ontario Regulation 282/98 thereunder, as amended.**

   4 **That is not the subject of any Town by-law contraventions, work orders or other outstanding municipal requirements.**

f) "Heritage Property Tax Reduction" means a tax reduction of up to forty per cent (40%) of all property taxes levied by the Town up to an annual maximum of $2,000 per property;

g) "Municipality or Town" means the Corporation of the Town of Niagara-on-the-Lake;

h) "Owner(s)" includes a corporation and partnership and the heirs, executors, administrators, and other legal representatives of a person to whom the context can apply according to law;

i) "Program" means the Heritage Property Tax Relief Program;and

j) "Statement of Cultural Heritage Value or Interest (SCHVI)" means a statement that conveys an Eligible Heritage Property's significance and heritage values and which reflects one or more of the standard designation criteria prescribed in the regulation under the *Ontario Heritage Act* (Ontario Regulation 9/06 or as superseded).

2. The Municipality hereby established a "Heritage Property Tax Relief Program" and authorizes the Director of Planning, Building and Development Services to administer the program in accordance with the terms of this By-law.

3. The Heritage Property Tax Relief Program is subject to:

   a) Available funding

   b) The discretion of Council and may be terminated at any time, without prior notice, by the passage of a duly enacted By-law by Council. All applications accepted prior to the termination of the Program may be paid in accordance

with the terms and conditions set out in this By-law.

c) Regulations that the Minister of Finance may make governing By-laws on tax rebates and reductions for heritage properties.

4. This By-law and the Heritage Property Tax Relief Program shall only apply to buildings, structures and lands that have been designated under Part IV of the *Ontario Heritage Act*.
5. Any owner of an eligible heritage property desiring to obtain tax relief shall make an application to the Municipality every year that an Owner wishes to be considered, no later than the last day of the specified intake period. Applications received after the last day of the intake period will not be considered. A complete application will include:
    a) Heritage Property Tax Relief Application Form, with all fields completed;
    b) Current photographs of each elevation (face of building);
6. Subject to the conditions set out in this By-law, an Owner may be eligible to receive a Heritage Property Tax Reduction for each year in which the Owner applies for an 'Eligible Heritage Property'. Reduction availability;
    a) One Heritage Property Tax Reduction of forty per cent (40%) and no greater than $2,000 of all property taxes levied by the Town may be paid annually to an Eligible Heritage Property.
7. Properties with multiple property classes can apply for the reduction for the residential, multi-residential, and mixed-use class portion of the property only.
8. Heritage Tax Reductions shall be calculated using the assessed value of the property for tax purposes. If the assessment of a property for a year changes as a result of proceedings under the Assessment Act, R.S.O. 1990c. A.31 ("Assessment Act"), the Heritage Tax Reduction shall be recalculated using the new assessment.
9. Most heritage designation By-laws within the Town apply to the whole of a property, however, in some cases a designation By-law may only apply to a portion of the property. If only a portion of the property is designated, then only the designated portion is eligible for funding.
10. The relief shall be in the form of a reduction in taxes.
11. If ownership of a property is transferred after the owner has applied for a tax

reduction under the program, the tax reduction will be determined on a pro-rated scale based on the date of the sale of the property. A subsequent owner will be ineligible for the reduction and will need to apply for the relief the following intake period.

12. An owner shall enter into an Agreement with the Town prior to receiving a tax reduction. The Agreement shall include provisions requiring:
    a) Conservation and maintenance of the Property.
    b) Compliance with applicable legislation, municipal by-laws and standards.
    c) Municipal approval for alterations that would affect the listed heritage attributes on the Statement of Cultural Heritage Value or Interest for the Property.
    d) Inspections to monitor the condition of the Property periodically or as needed; and
    e) The Agreement shall be valid for a period of one year.

13. The agreement shall be executed by the Owner, the Town Clerk, and the Lord Mayor.

14. Town staff may visit the Eligible Heritage Property to confirm eligibility and compliance. Photographs and other recording methods might be used.
    a) Where the designation By-law under Part IV of the Ontario Heritage Act does not list heritage attributes, a list of Heritage Attributes that is satisfactory to the Town will be compiled and attached to the Agreement within Schedule A.
    b) The information collected from the application site visit and may be used for approval of future improvements to the Eligible Heritage Property or if breaches of the Agreement are identified.

15. The funding provisions for the heritage tax reduction includes:
    a) Allocation on a first come first serve basis as received by the Town, provided the application meets all complete application requirements.
    b) Priority may be given to properties not funded in the previous two consecutive years.

c) No release of funds where the Town determines that the Owner is in default under the terms of the Agreement. Written notice of such determination shall be given to the Owner. The Owner has the right to appeal in writing to Town Council on this matter.

16. General Provisions for the Program:
    a) Multiple Heritage Property Tax Rebates will not be provided in respect of the same property.
    b) The owner shall notify the Town of any damage or destruction affecting the property's heritage attributes as identified in the property's designation By-law and/or in the Agreement within seven (7) days of such damage or destruction occurring.

17. If the Owner of an Eligible Heritage Property demolishes the property or structure that is the Eligible Heritage Property or if the relevant Agreement has not been complied with to the Town's satisfaction, the Town may require the Owner to fully repay any Heritage Property Tax Relief previously provided to the Owner for one (1) or more years under this By-law.
    a) The Owner shall repay the Heritage Property Tax Relief in full for every year where there are outstanding municipal fines, arrears of taxes, fees, penalties or additions to the roll number assessed against the Owner.
    b) The Town may require the Owner to pay interest on the amount of any repayment required at a rate consistent with Town By-laws
    c) Any amount repaid will be shared by the Town, the Regional Municipality of Niagara and school boards that share in the revenue from taxes on the Eligible Heritage Property, in the same proportion that they share in the cost of the Heritage Property Tax Reduction(s) on the Eligible Heritage Property.
18. The Town may recover repayment of Heritage Property Tax Relief in the form of applying the money owed back onto the subject property's taxes, in accordance with section 349 of the Municipal Act.
19. Any amount repaid will be shared by the Town, the Niagara Region (if applicable) and school boards that share in the revenue from taxes on the property, in the

same proportion that they share in the cost of the Heritage Tax Reduction(s) for the property.

20. The Town may apply all or part of the Heritage Tax Reduction against any outstanding municipal taxes owed by the Owner of the property.

THAT the Clerk is hereby directed to give notice of this By-law to the Regional Municipality of Niagara and the Minister of Finance within thirty (30) days of the date it is passed.

THAT this By-law comes into force the day it is passed.

THAT pursuant to the provisions of Section 23.1 to 23.5 inclusive of the *Municipal Act, 2001*, as amended, the Clerk of the Town of Niagara-on- the-Lake is hereby authorized to **affect** any minor modifications or corrections solely of an administrative, numerical, grammatical, semantical or descriptive nature or kind to this By-law or its schedules as such may be determined to be necessary after the passage of this By-law.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 26TH DAY OF MAY 2026.

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL

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 Part IV of 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:

5 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 202x 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.

6 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:
) 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
) 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.
) 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.

7 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

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11 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