

**THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS
BY-LAW NO. 2017-131**

**BEING A BY-LAW TO ESTABLISH A HERITAGE PROPERTY TAX
RELIEF PROGRAM**

WHEREAS Section 365(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that Council may pass a by-law establishing a program to provide heritage tax reductions or refunds with respect to eligible heritage properties;

AND WHEREAS the Council of the Corporation of the Township of Lake of Bays deems it expedient to establish a Heritage Property Tax Relief Program to financially assist landowners of designated heritage properties under the Ontario Heritage Act for the preservation, restoration and maintenance of said built heritage;

AND WHEREAS By-law 07-165 and all other applicable by-laws are hereby repealed;

NOW THEREFORE the Council of the Corporation of the Township of Lake of Bays hereby enacts as follows;

1. That the Corporation of the Township of Lake of Bays adopts the attached schedule, being Schedule 'A' Preservation & Maintenance Agreement, hereto and forming a part hereof.
2. **DEFINITIONS**
In this By-law:
 - a) **"assessment corporation"** means the Municipal Property Assessment Corporation or any successor thereof under the Municipal Act.
 - b) **"built heritage resources"** means a building or structure of historic or architectural value that reveals some of the broad architectural, cultural, social, political, economic or military patterns of our local history or that has some association with specific events of people that have shaped the details of that history.
 - c) **"Township"** means The Corporation of the Township of Lake of Bays.
 - d) **"Committee"** means The Corporation of the Township of Lake of Bays Heritage Advisory Committee.
 - e) **"Council"** means the Council of The Corporation of the Township of Lake of Bays.
 - f) **"eligible heritage property"** means a property or portion of a property that is:
 - i) located in the Township of Lake of Bays; and
 - ii) designated under Part IV or Part V of the Ontario Heritage Act; and
 - iii) subject to either an Easement Agreement with the Township of Lake of Bays under Section 37 of the Ontario Heritage Act, or an Easement Agreement with the Ontario Heritage Foundation under Section 22 of the Ontario Heritage Act, or an Agreement with the Township of Lake of Bays respecting the Preservation

and Maintenance of a built heritage resource on the property.

- g) **“heritage tax refund”** means an amount of tax that may be refunded in respect of an eligible heritage property. The amount of a heritage tax refund, unless otherwise specified, shall be 40% of the taxes for municipal and school purposes levied on the property.
- h) **“municipal”** means the Township of Lake of Bays and does not include the District of Muskoka.
- i) **“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;
- j) **“person(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.

3. HERITAGE TAX RELIEF PROGRAM

3.1 Program Subject to Council Approval and Funding

The Heritage Tax Relief Program set out in this By-law is subject at all times to the availability of funding for the program. This By-law does not require the Township or Council to provide funding for this program and the Heritage Tax Relief contemplated by this By-law may be eliminated by Council through repeal of the By-law at any time with no prior notice whatsoever to affected persons.

3.2 Program Subject to Provincial Regulations

This Heritage Tax Relief Program is subject to any regulations that the Minister of Finance may make; governing by-laws on tax refunds or reductions for heritage properties.

3.3 Annual Tax Refund

Subject to the conditions set out in this By-law, eligible heritage properties will receive annually a 40% refund of property taxes based on the tax amount of that given year.

The refund shall be in the form of a cheque to the bonafide landowner.

3.4 Annual Tax Refund in the event of Transfer of Land Ownership

In the event of a land ownership transfer the refund amount shall be determined to be on a pro-rated scale to the subject program applicant based on the time of property sale. A subsequent owner would have to apply to the program to initiate or continue the program funding for the said property.

3.5 No Multiple Tax Refunds

If multiple preservation and maintenance agreements or heritage easements are registered on one parcel of land, multiple refunds will not be provided in respect of the same eligible heritage property.

3.6 Determination of Eligible Assessment

The portion of a property's total assessment that is attributable to the building or structure or portion of a building or structure that is eligible heritage property and the land used in connection with it may be determined by the assessment corporation at the request of the Township and payable by the property owner.

3.7 Application and Annual Renewal Deadlines

The owner of an eligible heritage property must make an application on the prescribed form no earlier than the first business day of January and not later than the last day of February in the year for which the owner is seeking to obtain the Heritage Tax Refund. Applications received outside of this time frame, whether earlier or later, will not be considered.

The applicant, once approved, can renew their application to continue their participation in the program for up to three (3) years. After the three (3) year term the applicant must make a new application for the eligible property to be considered for a Heritage Tax Refund.

3.8 Approval Priority if Insufficient Funds

Where funding is insufficient to give a Heritage Tax Refund to each otherwise eligible applicant, applications will be considered in the order received by the Township. No priority will be given to applicants who have previously obtained a Heritage Tax Refund.

3.9 Approval of Applications

Approval of the application and ongoing participation shall be reviewed and determined by the Township of Lake of Bays Heritage Advisory Committee. Any decision(s) of said Committee which is not concurred with the landowner/applicant shall be appealed to the Municipal Council for a final disposition.

3.10 Inspection

Upon application, the owner must consent to the Township conducting an inspection of the heritage property to ensure that the owner is in compliance with the relevant Heritage Easement Agreement or Maintenance and Preservation Agreement.

3.11 Non Compliance with Agreement

No Heritage Tax Refund will be given under this By-law where the Township determines that the relevant Heritage Easement Agreement or Maintenance and Preservation Agreement is not complied with to the satisfaction of the Township.

Where an owner is in breach of the Agreement but is willing to apply the Heritage Tax Refund to works which will bring the property back into compliance, the Township may approve a Heritage Tax Refund subject to conditions. Prior to approval of any such conditions, the owner shall file a written request including a proposed work plan with the Clerk and shall appear before the Township of Lake of Bays Heritage Advisory Committee to present their proposal. The Committee shall recommend to Council the approval or denial of the proposal including any conditions to be placed on the Heritage Tax Refund. The decision of Council is final.

3.12 Calculation Based on Assessment

Heritage Tax Refunds shall be calculated using the assessed value of the property for tax purposes or portion thereof subject to the easement or designation.

3.13 Assessment Changes

If the assessment of a property for a year changes as a result of proceedings under the Assessment Act, the Heritage Tax Refund shall be re-determined using the new assessment and the tax roll for the year shall be amended to reflect the determination.

3.14 Repayment

If the owner of an eligible heritage property demolishes the eligible heritage structure or breaches the terms of the relevant Heritage Easement or Preservation and Maintenance Agreement or fails to meet the conditions of approval, the Township may require the owner to repay part or all of any Heritage Tax Refund(s) provided to the owner for one or more years under this By-law.

3.15 Repayment with Interest

The Township may require the owner to pay interest on the amount of any repayment required under this section, at a rate not exceeding the lowest prime rate reported to the Bank of Canada by any of the banks listed in Schedule 1 of the Bank Act (Canada), calculated from the date or dates the Heritage Tax Refund(s) were provided.

3.16 Distribution of Repayment

Any amount repaid under this section will be shared to all levels of government, in the same proportion that they shared in the cost of the Heritage Tax Refund(s) on the property.

3.17 No Heritage Tax Refund for Properties in Arrears

If the tax arrears are attributable to an eligible heritage property, no Heritage Tax Refund shall be given under this By-law. In the event that an owner pays any and all outstanding tax liabilities in respect of an eligible heritage property, the owner may apply for a Heritage Tax Refund and shall qualify for a full Heritage Tax Refund subject to Council funding under Section 2.1 and the application deadlines set out in Section 2.7 of this By-law.

3.18 Monitoring Strategy

The Township of Lake of Bays Heritage Advisory Committee shall monitor/evaluate the program effectiveness and report to Council on an annual basis with any appropriate recommendations.

3.19 Total Program Amount

The total program amount at the time of passing of this By-law shall be \$4,000.00. As tax levels change and/or more properties meet eligibility criteria a review of these amounts may be necessary and subject to a report from the Committee to Council.

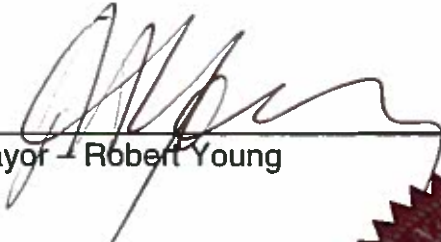
4. NOTICES

4.1 Notice to Ministry of Finance

The Clerk is hereby directed to give notice of this By-law to the Minister of Finance within 30 days of the date it is passed.

This by-law shall come into force and effect January 1st, 2018.

READ a FIRST, SECOND and THIRD time and finally passed this 12th, day of December, 2017.



Mayor – Robert Young



Clerk – Carrie Sykes



Schedule 'A'

PRESERVATION & MAINTENANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN:

(hereinafter called the "Owner")

PART

OF THE FIRST

- and -

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS
(hereinafter called the "Corporation")

PART

OF THE SECOND

WHEREAS the Owner is the owner of certain lands and premises situated in the Township of Lake of Bays in the District Municipality of Muskoka and Province of Ontario, and municipally known as lot _____, concession _____, _____ ward (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and which there is _____ (hereinafter called the "Building");

AND WHEREAS the Property was designated under the Ontario Heritage Act by By-law No. _____;

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 the Owner and the Corporation desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Building on the Property as set out in the "Reasons for Identification" ;

AND WHEREAS the Council of the Corporation of the Township of Lake of Bays passed By-law No. 2017-131 Heritage Tax Relief Program (hereinafter called the "Program");

AND WHEREAS the Owner has applied to participate in the Program, which requires a Preservation and Maintenance Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLARS (1.00) of lawful money of Canada now paid by the Corporation to the Owner (the receipt of which is hereby acknowledged), the Owner and the Corporation agree to abide by the following covenants:

1.0 GENERAL PROVISIONS

1.1 This Agreement shall apply to and be binding upon the Property.

1.2 The Agreement and every provision herein contained shall be to the benefit of and be binding upon the parties hereto and their respective representatives, heirs, executors, administrators, successors and assigns, as the case may be, and shall hereinafter form part of the legal and equitable interests of the Property.

1.3 This Agreement shall remain in force and effect until repealed by the parties. In the event that the participation of the Owner lapses, it is the responsibility of the Owner to provide a written request to repeal.

2.0 REASONS FOR IDENTIFICATION

2.1 Statement of Reasons

The Owner and the Corporation agree that for the purposes of this Agreement the following statement (hereinafter called the "Reasons for Identification") sets out the reasons why the Building has been identified by the Corporation as having historic and architectural significance:

2.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as "the Photographs", document the state of the Building as of the date of execution of this Agreement. The original photographs, numbered _____, dated _____ and attached hereto in Schedule "B" will be kept on file at the Corporation's offices or such other location as the Corporation may determine, and may be examined at any time upon reasonable notice. The Photographs generally depict certain significant features of the appearance or the construction of the Building

and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Building pursuant to paragraph 3.1, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the Corporation new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the Corporation. The Corporation shall number the said photographs which shall replace the original Photographs and all references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

3.0 DUTIES OF OWNER

3.1 Normal Repairs, Alterations and Preservation

The Owner agrees to preserve and maintain, at all times, the designated architectural features as set out in By-law No. _____ for the Property.

The Owner shall at all times maintain the Building in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Building's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

The Owner agrees not to alter, remove, change in any manner, or do any act to the designated structure which detracts from or is inconsistent with any provision of the designation by-law.

The Owner agrees not to proceed with any demolition of, or construction to, the designated structure without prior written consent of the Corporation.

3.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the Building insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building. Upon execution of this agreement, the Owner shall deliver to the Corporation a letter or certificate, attached hereto in Schedule

"C", in a form and from an insurance company, agent or broker acceptable to the Corporation, which letter or certificate shall state as follows:

"This will confirm that (name of insurer) has issued to the Owner a valid insurance policy which insures the Building against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building".

The Owner further agrees to provide written evidence of the renewal of such policy at least 3 weeks prior to the expiration date of the policy, in a form satisfactory to the Corporation. If the Owner fails to so insure the Building, or if any such insurance on the Building is cancelled, the Corporation may effect such insurance as the Corporation deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the Corporation, or if not shall be a debt due and owing to the Corporation and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the Building shall, on the written demand and in accordance with the requirements of the Corporation, be applied to replacement, rebuilding, restoration or repair of the Building to the fullest extent possible having regard to the Reasons for Identification, the particular nature of the Building and the cost of such work.

3.3 **Damage or Destruction**

The Owner shall notify the Corporation of any damage or destruction to the Building within ten (10) clear days of such damage or destruction occurring. In the event that the Building is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the Corporation to demolish the Building, in accordance with paragraph 3.1. If the approval of the Corporation is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Building.

3.4 **Reconstruction by Owner**

If the Owner has not requested the approval to demolish or if the Corporation does not give the approval to demolish the Owner shall replace, rebuild, restore or repair the Building so as to effect the complete restoration

of the Building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Building to the Corporation for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. A refusal by the Corporation to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not limited to, purely aesthetic grounds, and the determination of the Corporation shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the Corporation of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the Corporation may stipulate. Such approval shall be deemed to have been received upon failure of the Corporation to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the Corporation. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Building to be commenced within thirty (30) days of the approval by the Corporation of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the Corporation.

4.0 BREACH

- 4.1 The parties agree that in the event of a breach of the provision herein contained, the Corporation shall give written notice of the breach to the Owner committing the breach, request rectification thereof within a reasonable period of time, and, in default of rectification, the Corporation may proceed to enforce compliance with the provisions in any manner it may deem appropriate in accordance with the law, at the cost and expense of the Owner.

5.0 OBLIGATION OF CORPORATION

- 5.1 The Corporation agrees that the Property is an eligible heritage property under By-law, Heritage Tax Relief Program, as amended, from time to time.

Where an application to participate in the Heritage Tax Relief Program is approved, monies shall be used to preserve the designated architectural features as specified in Section 3.0. Monies may also be applied to

associated works that support and enhance the preservation of the designated architectural features.

6.0 NON-LIABILITY OF MUNICIPALITY

6.1 The Corporation shall not be held liable for any damage to the designated structure located on the Property that may result from maintenance and preservation works performed under this Agreement.

7.0 USE OF PROPERTY

7.1 The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

8.0 INSPECTION BY THE CORPORATION AT ALL REASONABLE TIMES

8.1 The Corporation 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.

9.0 NOTICE

9.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses by mail or facsimile. The respective addresses of the parties for such purposes presently are as follows:

The Owner:

The Corporation:

The Corporation of the Township of Lake of Bays
1012 Dwight Beach Road
Dwight, Ontario
POA 1H0

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

9.2 Notice to Municipality

The Owner shall immediately notify the Corporation in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Building.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF A WITNESS

DATED at _____ this ____ day of _____, 20__.

(witness)

Licensee

Licensee

DATED at Dwight, Ontario this ____ day of _____, 20__.

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS

Clerk or Designate

(applicant name)
(civic address)
(Roll #)

SCHEDULE "A"

ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the Township of Lake of Bays, in the District Municipality of Muskoka, and being composed of

SCHEDULE "B"

All photographs of the subject building as part of this agreement.

SCHEDULE "C"

Letter of Certificate confirming valid insurance policy insuring the Building against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building.