BARTON/KENILWORTH TAX INCREMENT GRANT PROGRAM

Hamilton

The Barton/Kenilworth Tax Increment Grant Program is intended to provide a Grant to incentivize property owners located along the Barton Street East and Kenilworth Avenue North commercial corridors to develop, redevelop or otherwise improve properties and/or buildings (including designated heritage buildings and properties) in a manner that will support the broader revitalization of these districts as well as generate new municipal property tax revenue through increased property assessments.

A. Program Overview/Description

1. For the purpose of this Program:

   a. **“AGI”** means Above Guideline Increase;

   b. **“Director”** means the City’s Director of the Economic Development Division;

   c. **“General Manager”** means the City’s General Manager of the Planning and Economic Development Department;

   d. **“Grant”** means a grant under the Program;

   e. **“LTB”** means Landlord and Tenant Board;

   f. **“Manager”** means the City’s Manager of Commercial Districts and Small Business;

   g. **“Owner”** means the owner registered on title of the property that is the subject of a Program application;

   h. **“Program”** means the Barton/Kenilworth Tax Increment Grant Program;

   i. **“RHCD CIP”** means the Revitalizing Hamilton’s Commercial Districts Community Improvement Plan;

   j. **“RHCD CIPA”** means Revitalizing Hamilton’s Commercial Districts Community Improvement Project Area;

   k. **“Site”** means all properties/parcels of land associated with the building subject to an application under this Program.

2. Grants provided under this Program shall be provided to the Applicant who is the Owner except where provided for, and in accordance with, Section E.

3. Grants are provided relative to the actual increase in municipal property taxes that are generated as a result of an improvement / development undertaken on a Site over a maximum term of nine annual payments.

4. The maximum Grant amount prescribed under this Program is identified in the following Table 1:

Table 1 – Prescribed Maximum Grant as a Percentage of Actual Municipal Tax Increment

Year of Grant	Maximum annual Grant amount as a percentage of actual municipal tax increment generated from improvement/development
1	100%
2	100%
3	100%
4	100%
5	100%
6	80%
7	60%
8	40%
9	20%

5. This Program applies to Sites within the following Community Improvement Project Areas as collectively defined through the RHC CIPA By-law:

   a. the Barton Village Commercial District;

   b. the Barton Street East and Kenilworth Avenue North Strategic Commercial Corridors; or

   c. properties within the Downtown Hamilton Commercial District CIPA that front on Barton Street East between James Street North and Victoria Avenue North.

6. The pre-development municipal property taxes used for determining the actual municipal property tax increment are those from either the year in which the building permit that initiated the improvement/development was issued or, for projects that do not require a building permit, the year in which the Program application was

approved. Each annual payment is to be provided based on the municipal property tax increment generated in each year of the Grant.

7. All costs associated with the improvement/development and the requirements of this Program are to be borne by the Applicant including construction, design, development charges, administration fees, appraisals, inspections, Municipal Property Assessment Corporation (MPAC) post development assessment estimates, legal and registration fees, where applicable.

B. Program Eligibility and Criteria

8. Program applications must meet the goals of the RHCD CIP.

9. Notwithstanding Section A, Paragraph 5, this Program shall not apply to:

    a. a Site where a designated heritage building, or any designated part thereof, has been demolished in contravention of the *Ontario Heritage Act* or any applicable City by-law or Official Plan policy respecting designated heritage buildings, or parts thereof;

    b. a currently operating or proposed adult entertainment parlour, body rub establishment, correctional facility, corrections residence, emergency shelter, lodging house or residential care facility as defined in the applicable Zoning By-law; or

    c. a development where the primary use will consist of a storage facility or payday loan establishment as defined in the applicable Zoning By-law.

10. A complete Program application shall be submitted to the Economic Development Division prior to:

    a. The commencing of above grade improvements/developments; and,

    b. The issuance of Building Permit for above-grade construction on the Site, where applicable.

    An Applicant shall assume the risk of any costs incurred after a Program application has been submitted but prior to approval under this Program having been received.

11. The Applicant will be required to provide an estimate of the annual property assessment valuation for the portion of the property subject to the Program application from the MPAC for each year in which a Grant payment is to be provided for calculation purposes. Developments which are the subject of this requirement will be identified in the Program's application form. If an Applicant is redeveloping a portion of their property only, the Grant will be based on that portion of the property.

Sites with Existing Residential Rental Units

12. Any demolition, conversion or renovation impacting existing residential rental units located on the Site must comply with applicable law, including but not limited to the Renovation Licence and Relocation By-law No. 24-055, as amended, the Rental Housing Protection By-law No. 24-109, and the Residential Tenancies Act, 2006.

    Where such by-laws do not apply, including in cases involving fewer than 6 residential rental units, Section B, Paragraphs 13, 14 and 15 shall apply.

13. Any portion of a Project involving renovations to rental residential units shall be ineligible for a Loan under this Program unless at least one of the following conditions is satisfied:

    a. No residential rental tenants have been displaced as a result of the Project, as demonstrated through documentation satisfactory to the Director;
    b. The Project has been approved for financial assistance under a Canada Mortgage and Housing Corporation (CMHC), Federal, Provincial or City program for the purpose of creating residential rental housing that addresses housing affordability;
    c. The building has been entirely vacant for a minimum period of 2 years prior to the submission of a Program application, excluding periods of vacancy resulting from renovations;
    d. The Owner is a registered not-for-profit organization;
    e. The renovations are limited to improvements to commercial space, or to the repair or replacement of shared building systems that serve both commercial and residential units, and do not include renovations within individual residential rental units; or
    f. The renovations are required are solely in response to the Owner being ordered to make repairs under any act or law or where the renovations are intended to support the legalization and/or recognition of an existing residential rental unit, without which, the unit would no longer be permitted to be occupied.

14. Applicants shall disclose if any residential units are occupied at the time a Program application has been submitted to the City and, if so, identify the specific units occupied. For additional clarity, the City will not request or require the disclosure of tenant names or any other personal contact information.

15. Where this Program will provide a financial incentive to facilitate the undertaking of external and/or internal project improvements which are not for the sole benefit of a non-residential use, and where the Site contains occupied unit(s) at the time of application to the City, the occupied unit(s)

shall not be the subject of an approved Above Guideline Increase (AGI) request (also referred to as an L5 request) to the Landlord and Tenant Board (LTB) for a period beginning from the date the application is received by the City and ending upon completion of the prescribed term of the incentive to be provided, or five years from the date of the initial financial disbursement, whichever is greater. This condition will continue to apply whether or not the tenancy of the unit(s) changes during this period. Exceptions to this condition may be provided where it can be demonstrated, to the City's satisfaction, that:

a. The affected tenant(s) have consented to the proposed AGI. Where there is more than one occupied unit in the building at the time of application to the City, this exception only applies where all affected tenants have consented to the proposed AGI request;

b. That the requested AGI is a result of improvements or other matters not related to the improvement as facilitated by the Grant; and

c. Notwithstanding the provision of the Loan, an AGI request would be required to facilitate the Site improvements due to site or building specific circumstances.

In the event an AGI request is approved by the LTB and determined to be in contravention of the City's condition, and this approval occurs after the City's approval under this incentive program but prior to the entering into any agreement required by this Program, the Program application approval will be deemed to be rescinded, no incentive will be provided, and no agreement will be entered into by the City. Where the AGI approval occurs after the City's approval and after the execution of any agreement required by this Program, any remaining incentive yet to be provided over the remaining term of the Program will be cancelled, the Grant amounts advance shall be repayable by the applicant and where necessary enforcement action will be initiated to recoup the Grant advances made.

This condition shall not apply to units registered as a condominium.

16. In the event that the Applicant fails to comply with the requirements of Section B, Paragraphs 12-15:

    a. Any approval under the Program may be rescinded prior to execution of any agreement;

    b. Any financial assistance not yet advanced may be cancelled; and,

    c. Where financial assistance has been advanced, the City may require repayment in whole or in part and may take such enforcement action as it deems appropriate.

C. Grant Structure

17. The total Grant provided over the maximum nine-year term of this Program shall not exceed the total cost of the Site's improvement/development.

18. The Applicant will be required to enter into a Grant Payment Agreement with the City of Hamilton that sets out the conditions of the annual Grant. Before any Grant is provided, the Applicant and subject property(s) shall be in compliance with the Program's requirements and conditions as set out in the Grant Payment Agreement. Conditions in the Agreement include, but are not limited to, the following:

    a. The total value of the eligible Grant provided under the Program will be reduced by:

        i. the amount by which property taxes have been cancelled or reduced for the subject property pursuant to any other City programs and/or tax appeals under Sections 357 and 358 of the Municipal Act;

        ii. the amount by which property taxes have been cancelled or reduced for the subject property pursuant to a Request for Reconsideration; and

        iii. the amount by which property taxes have been reduced or cancelled for the property pursuant to any relief or reduction permitted under any legislation or order of any court or the Assessment Review Board; and

    b. If the Applicant, third party or the municipality has appealed the change in the property assessment, the Grant will not be advanced until the appeal has been finally determined through the Assessment Review Board or Courts and revised property taxes have been calculated and adjusted.

19. The pre-development municipal property taxes used for determining the actual municipal increment shall be those from either the year in which the building permit that initiated the improvement/development was issued or, for projects that do not require a building permit, the year in which the General Manager approved the Program application.

20. The annual Grant shall be adjusted to reflect changes in the municipal property taxes levied for each year that a grant payment is to be provided.

21. The annual Grant will be calculated by taking the difference between the sum of the post- project municipal taxes (for each year the Grant is payable) and the pre-project municipal taxes in accordance with Section C, Paragraph 19 herein and applying the percentage based on the year of the Grant as described in Section A, Table 1.

22. The eligible amount of the increase in municipal property taxes shall exclude special charges, including BIA levies, from the calculation.

23. The first year of the Grant is payable in accordance with the following:

    a. At the end of the calendar year in the first full year of reassessment, post completion of the improvement/development (subject to property taxes being paid in full and no pending appeal or confirmation that the assessment will not be appealed). An Applicant has the option of receiving the Grant at the end of the first year of reassessment, however they will forfeit the Grant for the months of the year the reassessment does not apply i.e. if reassessment occurs on the 1st of March of a year, the first year of the Grant will be based on March-December (ten months) of the year only. (Calculation is based on actual taxes, therefore the post development taxes in year one would include the first part of the year at a lower assessment and the remaining part of the year at the higher assessment – which would result in minimal to no Grant for the period January 1 to the reassessment date);

    b. For commercial projects, the first year of the Grant is payable at the end of the first full year of reassessment, post completion, of the improvement/development regardless of the number of commercial units occupied;

    c. For condominium projects, the first year of the Grant is payable by the end of the calendar year in which 75% of the condominium units within the project are fully assessed. In years previous to 75% of the condominium units being fully assessed within the project, taxes are to be paid as billed and no Grants will be payable;

    d. For mixed-use projects (including commercial, residential or industrial condominiums), the first year of the Grant is payable by the end of the calendar year in which 75% of the condominium units within the project are fully assessed. In years previous to 75% of the condominium units being fully assessed within the project, taxes are to be paid as billed and no Grants will be payable; and,

    e. For residential rental or mixed-use rental residential projects the first year of the Grant is payable at the end of the first full year of reassessment, post completion, of the improvement/development regardless of the number of residential units occupied.

    For the purposes of this Program, the completion of a development shall be when a building/space is capable of being occupied, subject to tenant improvements and, in the case of a condominium development, the Plan of Condominium having been registered.

24. For residential condominium projects, the units must be assessed as residential condominiums. If the development is assessed as multi-residential or new-multi-residential, no Grant will be payable.

25. For condominium and mixed-use condominium projects, the Grant will <u>not</u> be calculated on a per unit basis.

26. If the one year period following the date of registration of the Plan of Condominium for the project expires after December 31 of the year in which 75% of the condominium units within the project are fully assessed, the Grant will be payable to the Applicant by the end of the first quarter of the year following the year in which 75% of the condominium units within the project are fully assessed.

27. Work on the portion of the improvement/development that is at or above grade shall commence no longer than two years from the date an application under this Program was approved by the General Manager and the improvement/development shall be completed and capable of being fully occupied, and, in the case of a condominium development also have a Plan of Condominium registered, within five years from the date an application under this Program was approved by the General Manager. Extensions may be granted for phased/ comprehensive developments or due to development specific extenuating circumstances outlined in a formal request submitted by the Applicant to the Commercial District and Small Business staff and considered at the discretion of the General Manager.

28. Approval and the receiving of Grants under this Program shall not preclude eligibility, approval and the receiving of Grants/Loans for the same subject property(s) under any other available municipal program with the exception of any other tax increment-based program which shall not be permitted to be combined with assistance under this Program.

29. For condominium developments, the annual Grant to the Applicant will be reduced by 25% if an appeal has been filed with MPAC by any of the condominium unit owners, whether such owner is the initial purchaser or a subsequent purchaser. The 25% holdback will not be released until the appeals are finally determined through the Assessment Review Board or Courts, and the revised property taxes have been calculated. The first year of the Grant is payable during the calendar year in which 75% of the condominium units within the project are fully assessed. The Grant is calculated by taking the difference between the post and pre-project municipal taxes. The post-project municipal taxes are calculated by taking the sum of the municipal taxes of each of the condominium units within the project. The Grant is calculated as a whole and not calculated on a per condominium unit basis.

30. Grant payments under this Program shall be assigned to the City where, at the time of an eligible Grant payment, the Applicant has an outstanding loan under the Commercial District Remediation Loan Program, Commercial Corridor Housing Opportunities Program or Downtown, Barton/Kenilworth Housing Opportunities Program with the City applying the Grant amount towards remaining outstanding

principle, with any excess grant monies being provided directly to the Applicant.

31. Grants are only payable to the Applicant for an approved Program application and cannot be assigned or directed to any other payee, including but not limited to, any subsequent owner of the Site, unless provided for in the Section E herein.

32. Prior to any Program application approval being provided, the following requirements must be met to the satisfaction of the General Manager:

    a. A complete Program application has been submitted prior to the commencement of any above grade work;

    b. All municipal property taxes on the subject site are paid and current at the time of Program application review;

    c. The subject site is in full compliance with applicable Zoning By-law regulations, including permitted uses and any applicable Site Plan approvals, as required;

    d. There are no outstanding Property Standards orders, Building Code orders, Fire Code orders, or any other orders or directive issued by a judicial, governmental, or regulatory authority relating to the subject Site;

    e. The Applicant is not involved in litigation with the City;

    f. The Applicant has submitted an MPAC assessment estimate;

    g. The Applicant is in good standing with respect to all other agreements entered into with the City and with respect to any other amounts owed to the City; and,

    h. Any additional requirements as may be determined by the General Manager in their sole discretion have been satisfied.

33. Prior to any Grant payment being provided, the following requirements must be met to the satisfaction of the Manager:

    a. All municipal property taxes on the subject Site remain paid and current at the time of the Grant payment;

    b. The Applicant is in good standing in respect to all other agreements entered into with the City, and is in good standing in respect of any other amounts owed to the City;

    c. The development is complete. Completion of a development shall be when a Site is capable of being occupied, subject to tenant improvements and, in the case of a condominium development, the Plan of Condominium having been registered;

d. The Building Permit has been issued and, where applicable, has been confirmed to be capable of being occupied, to the satisfaction of the Director in their sole discretion;

e. For residential condominium projects, the units must be assessed as residential condominiums (if the development is assessed as multi-residential or new-multi-residential, no Grant will be payable);

f. The Applicant has demonstrated satisfactory compliance with all Program terms contained herein; and,

g. The required legal agreement has been executed, as determined by the General Manager in their sole discretion.

34. Approval and the receiving of Grants under this Program shall not preclude eligibility, approval and the receiving of Grants/Loans for the same Site under any other available municipal program with the exception of any other tax increment-based program which shall not be permitted to be combined with assistance under this Program.

D. Approval Authority

35. All Program applications submitted under this Program are subject to the availability of funding and to the General Manager's approval and denial, contingent upon compliance with the applicable Program terms set out herein.

36. Without limiting the discretion as set out in Section D, Paragraph 35 herein, the General Manager, whether or not an Applicant satisfies the requirements of the Program, may, in its sole discretion, reject any application received from an Applicant where, in the opinion of General Manager, the commercial relationship between the City and the Applicant has been impaired by, but not limited to, the Applicant being involved in litigation with the City.

    For the purposes of this section "Applicants" shall include, but not be limited to, the following, jointly and severally:

    a. the Applicant identified on the application form;

    b. if the Applicant is a corporation, any person or entity with an interest in the corporation, any shareholder of the corporation, or any officer or director of the corporation, as determined by the General Manager in their sole, absolute, and unfettered discretion;

    c. if the Applicant is a partnership or limited partnership, any partner or limited partner ,and if any such partner or limited partner is a corporation, any person or entity with an interest in the corporation, any shareholder of that corporation, or any officer or director of that corporation, as determined by the General Manager in their sole, absolute, and unfettered discretion.

37. Without limiting the discretion as set out in Section D, Paragraph 35 herein, the General Manager, whether or not an Applicant satisfies the requirements of the Program, may in is sole discretion, reject any Program application without further consideration where due diligence undertaken by the City identifies municipal property tax arrears owed on the subject Site, non-compliance with respect to Zoning By-law regulations or there exist outstanding property standards, Building Code or Fire Code orders in respect of the subject Site or any other judicial, regulatory or governmental order in respect of the subject Site.

38. Without limiting the discretion as set out in Section D, Paragraph 35 herein, the General Manager, whether or not an Applicant satisfies the requirements of the Program, may in its sole discretion, reject any application where the General Manager determines in their sole discretion that there is a financial risk to the City in terms of the financial capabilities of the Applicant to complete the development subject to the Program application.

39. Without limiting the discretion as set out in Section D, Paragraph 35, herein, the General Manager, whether or not an Applicant satisfies the requirements of the Program, may in its sole discretion, reject any application received from an Applicant where there is credible information that the Applicant has been involved recently or repeatedly in illegal activity supporting the conclusion that they will not conduct themselves with honestly and integrity in undertaking the activity, operation or business for which a Grant under this Program is being sought. For corporate Applicants, the Applicant, for the purposes of this Section D, Paragraph 39, will be considered to be the corporation, the officers and directors of the corporation and the shareholders and this Section D, Paragraph 39 shall apply jointly and severally to each of them.

40. A Program application may be denied by the General Manager if the development is not supported by City Council, notwithstanding any approval of Planning Act applications by any other authority, including but not limited to the Ontario Land Tribunal or the Minister of Municipal Affairs and Housing, and that City Council's decision on the Program application will not fetter its discretion on Planning Act applications.

41. Approval of a Program application by the General Manager may provide for a reduced Grant amount such that no Grant is provided in respect of any portion of the development/improvement which City Council does not support notwithstanding any approval of Planning Act applications by any other authority including but not limited to the Ontario Land Tribunal or the Minster of Municipal Affairs and Housing, and that the General Manager's decision on the application will not fetter City Council's

discretion on Planning Act applications. In such cases, the Applicant shall be required to provide additional supporting documentation, at the Applicant's own expense, to support the providing of financial assistance in accordance with the General Manager's approval/direction, including but not limited to, all MPAC post development assessment estimates required by the City.

E. Ownership Change

42. In the event of the sale, conveyance, transfer or entering into of any agreement of sale or transfer of the title of the Property, any future Grants will be terminated except in extenuating circumstances where the current Applicant has submitted a written request to the City with accompanying rationale subject to acceptance at the sole discretion of the General Manager. The future owner who has been requested to become the Program Applicant and receive future grant payment shall be subject to appropriate due diligence for the purposes of Section D. An assignment or transfer may require the assignee or transferee to submit an application, assignment or transfer agreement and/or such other documents as determined by the General Manager in their sole, absolute and unfettered discretion. The assignment of a Program application submitted but not yet approved may be permitted at the sole, absolute and unfettered discretion of the General Manager. The assignment of an approved application will be at the discretion of the General Manager.

43. Section E, Paragraph 42 shall not apply to a disposition related to any of the following:

    a. registration of a condominium plan, declaration and description in accordance with the Condominium Act;

    b. conveyance of legal title to the Property is conveyed to the Condominium Corporation in connection with the condominium registration; and

    c. the sale or transfer of individual condominium elements including, but not limited condominium dwelling units, parking spaces, and storage locker units.

44. In the event of a Change of Corporate Control where the Owner is a corporation, the Owner covenants and agrees that in the event that:

    a. the Owner fails to supply the City, in a form satisfactory to the General Manager such information relating to the ownership of its shares as the City may from time to time require or;

    b. without the written consent of the General Manager first had and obtained:

        i. the Owner issues or redeems any of its shares or transfers any of its shares;

        ii. there is a sale or sale of the shares of the Owner which result in the transfer of the legal or beneficial interest of any of the shares of the Owner; or

iii. the Owner amalgamates, merges or consolidates with any other corporation; and

The result of any of the foregoing is a change in the effective control of the majority of the voting shares of the Owner, or the requested information is not provided, then future Grant payments under the Program shall cease at the absolute discretion of the General Manager.

45. Where a Program application has been submitted but not yet approved by the General Manager and the subject Site is sold/transferred to a new owner, the City may permit the transfer or assignment of the application to the new owner at the sole, absolute and unfettered discretion of the General Manager. An assignment or transfer may require the assignee or transferee to submit an application, assignment or transfer agreement and/or such other documents as determined by the General Manager in their sole, absolute and unfettered discretion. The new owner shall be subject to all applicable due diligence required under this Program, including, but not limited to, applicable corporate title and litigation searches and financial risk, to the satisfaction of the General Manager prior to assignment being considered by the General Manager.

46. In cases where the Applicant is a corporation, the Applicant covenants and agrees that in the event that there is a change in the effective control of the majority of the voting shares of the corporation, the City shall have absolute discretion to request the repayment of any of the Grant paid and cancel any remaining Grant payments.

F. Program Administration

47. A Grant will not be made unless a written request for the Grant payment has been made by the Applicant in the year in which the Grant becomes payable. If a written request has not be made for Grant payment in the year in which it is payable, but all other conditions for its payment have been satisfied, the Grant payment shall accrue and be payable together with any other Grant payments for which a written request has not been made until such time as a written request has been made and upon such written request the Grant payment shall equal the sum of the accrued and previously unrequested Grant payments. If a request for the initial Grant payment is not made within three (3) years of the year in which the first year’s Grant is payable the agreement shall terminate and without limiting the generality of the foregoing the City shall not be obligated to make any Grant payments.

48. Required documents and information forming a complete application shall be identified within the Program’s application form. The application date for the

purposes of the Program will be the date on which the Manager has deemed the application complete in their sole discretion.

49. A Program application fee is payable upon submission of a Program application and forms part of a complete Program application. The fee will be authorized through a user-fee by-law passed by City Council. The rate of the fee may be changed from time to time as approved by City Council and will be identified on the Program's application form.

50. Economic Development Division staff will review applications for eligibility in accordance with the RHCD CIP, RHCD CIPA, the Program terms contained herein and in collaboration with other City staff as required. Acceptance of the application by the City in no way implies Program application approval.

51. Applicants may be required to obtain a post-development assessment estimate from the MPAC as part of submitting a Program application. Developments which are the subject of this requirement will be identified in the Program's application form.

52. The Site and Applicant will be the subject of due diligence undertaken by the City to confirm compliance with the Program requirements prior to approval and prior to payment.

Failure to comply with any of the above will result in an application not being recommended for approval or, if the Program application has been approved, non-payment of a Grant under this Program.

53. Program applications will not be accepted if there is an outstanding Request for Reconsideration through the MPAC, outstanding Assessment Review Board appeal, outstanding divisional court appeal or an outstanding Municipal Act appeal, relating to the assessment of the Property or in respect of taxes related to the Property. The Grant application will only be accepted once the above has been settled and the revised (if applicable) property taxes have been calculated.

54. Where the improvements/development requires approval of a Site Plan, a conditional Site Plan approval shall have been obtained from the City prior to the General Manager consideration of an application under this Program. Where a conditional Site Plan approval contains conditions which, until satisfied, may impact a post-development assessment of the project including but not limited, requirements to obtain Minor Variances through the Committee of Adjustment, the Commercial District and Small Business staff may require these conditions to be satisfied prior to consideration of the application for approval. Where no Site Plan is required for the improvement/development, consideration of an application will occur after such time as the Approval Authority Economic Development Division is satisfied that all necessary information has been provided to inform an estimate of the resulting post-development assessment and municipal property taxes.

55. If a Program application is approved, the Applicant will be provided an approval letter that outlines the terms and conditions of the Grant. If a Program application is denied, the applicant will be notified in writing with rationale for the decision.

56. The City reserves the right to require the submission of any additional documentation or enter into any additional agreements as deemed necessary by the General Manager to ensure the goals and purpose of this Program and the RHCD CIP are met.

57. Applications to this Program not yet approved shall be subject to any changes to the terms of this Program approved by City Council prior to the Program application being approved.

58. City Council may discontinue this Program at any time. However, Applicants with approved Program applications will still continue to receive the Grant subject to meeting the Program terms contained herein.

59. Where this Program refers to a City staff title, such reference shall be deemed to include any new, amended, replaced, substituted or successor title assigned to the position from time to time.

60. The City is not responsible for any costs incurred by the Applicant in any way relating to the Program, including without limitation, costs incurred in anticipation of an application approval or Grant being provided.

Property Tax Arrears provisions

61. Notwithstanding any other content in this Program Description, for Grant payments made no later than August 31, 2027, and notwithstanding the date the application was approved under this Program, Grant payments may be issued where the approved Applicant is in municipal property tax arrears provided that:

    a. The subject development and Applicant are in compliance with all other terms of the program and applicable Grant Payment Agreement;

    b. The Applicant consents and directs that the grant payments be applied directly, by the City, to the outstanding municipal property tax arrears on the subject site until all municipal property tax arrears are paid or the maximum grant amount is paid with any remaining grant amount to be paid directly to the Applicant in accordance with the applicable Grant Payment Agreement;

    c. Where the grant is insufficient to resolve the arrears, the Applicant be required to enter into a tax payment plan satisfactory to the General Manager of Finance and Corporate Services, to ensure all arrears are fully paid within two years and no further arrears are accrued from the date of the first grant payment being issued and that, where that payment plan is not adhered to or further arrears are accrued from the date of the first grant payment, the Applicant agrees, as of the first date of non-payment in accordance with the payment schedule or the first date of additional tax arrears accrual, to forfeit any remaining grant yet to be paid and no further grant payments will be made; and

d. Penalty and interest on the municipal property tax arrears will continue to incur in adherence to City by-law and the Municipal Act with the application of the grant payment treated similar to any other payment, being that it is first applied to the oldest penalty and interest and then to the oldest property taxes and other charges.