

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1998-47

A By-law to authorize the execution of a tax arrears extension agreement pursuant to Section 8 of the Municipal Tax Sales Act, R.S.O. 1990 Ch. M.60.

WHEREAS the Corporation of the Township of Anderdon has registered on the 22nd day of July, 1997 tax arrears certificates against the lands described in Schedule "A" attached hereto and forming part of this by-law;

AND WHEREAS Section 8 of the Municipal Tax Sales Act, R.S.O. 1990, CH. M.60 provides that a municipality may by by-law authorize an agreement with the owner of such land to extend the period of time in which the cancellation price payable on the land is to be paid;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS;

THAT an agreement be entered into by the Corporation with Price Waterhouse Coopers on behalf of Smith Brothers Excavating, the Owners of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid beyond July 22, 1998.

THAT the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "B" attached hereto and forming part of this by-law.

THAT the Mayor and Treasurer be authorized to enter into the agreement of behalf of the Corporation.

AND THAT this by-law becomes effective as of the date of the final passing hereof.

PASSED THIS 22ND DAY OF JULY , 1998

Wayne Deuss MAYOR
G. Hailloy CLERK

1st Reading: July 22, 1998

2nd Reading: July 22, 1998

3rd Reading: July 22, 1998

SCHEDULE "A"

to By-Law No. 1998-47

Description of Land:

Lots 14, 15, 16, 17, and 30 of Plan 12M - 237 of the Town of Amherstburg (formerly the Township of Anderdon).

SCHEDULE "B"

to By-law No. 98-47

THIS AGREEMENT made in triplicate the 22nd day of July, 1998.

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the "**Corporation**"

- and -

PRICE WATERHOUSE COOPERS

hereinafter called the "**Owner**"

WHEREAS the Owner is the owner of the land in the Town of Amherstburg described in Schedule "A" attached hereto and forming part of this Agreement,

AND WHEREAS the Owner's land is in arrears of taxes on the 31st day of December, 1996 in the amount of \$ 19,227.83 and a tax arrears certificate was registered in the land Titles Office on the 22nd day of July, 1997 in respect of the Owner's land,

AND WHEREAS under Section 8 of the Municipal Tax Sales Act, R.S.O., 1990, CH. M.60, a municipality may by by-law authorize an extension agreement be entered into by the Corporation and Owner to extend the period of time in which the cancellation price in respect to the Owner's lands is to be paid.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and obligations hereinafter contained it is hereby agreed as follows:

1. The Owner agrees to pay the full cancellation price to the Corporation on or before the 22nd day of January, 1999 which will include all taxes levied on the land as they become due during the tenure of this agreement.
2. Notwithstanding any of the provisions of this Agreement, the Municipal Act, R.S.O. 1990, CH. M.60, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the treasurer and the collector of taxes of the Corporation, without waiving the statutory rights and powers of the municipality or of the treasurer, shall not enforce collections of such tax payments, except as set out in clause 1 during the time this Agreement is in force.
3. In the event the Owner defaults in the payment of the full cancellation price required by the Owner by January 22, 1999 this Agreement, upon notice being given to the Owner by the Corporation shall be terminated and the Owner shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner.
4. Immediately upon the Owner making all the payments required under paragraph 1, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.

- 5. Notwithstanding the provisions of paragraph 1, the Owner and any other person may at any time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
- 6. This Agreement shall extend to and be binding upon and enure to the benefit of the parties and to their respective heirs, successors and assigns.
- 7. If any paragraph or part of paragraphs in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the agreement shall remain in force and effect and shall be binding upon the parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
- 8. Any notice required to be given to the Owner hereunder shall be sufficiently given if sent by registered post to the Owner at the following address:

Heather A. Bishop
 Price Waterhouse Coopers
 Bank of Commerce Building
 100 Ouellette Avenue
 Suite 1200
 Windsor, Ontario
 N9A 6T3

IN WITNESS WHEREOF the Owners have hereunto set their hands and seals and the Corporation has caused its corporate seal to be hereunto affixed, attested by its proper officers.

SIGNED, SEALED AND DELIVERED)
 in the presence of)

THE CORPORATION OF THE TOWN
 OF AMHERSTBURG

Wayne Hurst

 Wayne Hurst - Mayor

Paul Beneteau

 Paul Beneteau - Treasurer

Heather A. Bishop

Heather A. Bishop on behalf of
 Price Waterhouse Coopers for
 Estate of Smith Brothers
 Excavating