

EXTENSION AGREEMENT

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY LAW NO. 2014-19

BEING A BY-LAW to authorize the execution of a tax arrears extension agreement pursuant to Section 378 of the *Municipal Act, 2001*.

WHEREAS The Corporation of the Town of Amherstburg registered on the 28th day of March, 2013, a tax arrears certificate against the land described in Schedule "B" attached hereto and forming part of this By-Law;

AND WHEREAS Section 378 of the *Municipal Act, 2001* provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-Law authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid;

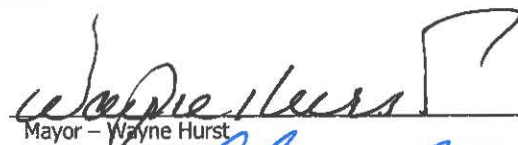
AND WHEREAS the statutory period within which such a By-Law may be enacted has not elapsed;

NOW THEREFORE the Council of The Corporation of the Town of Amherstburg enacts the following as a By-Law:


1. THAT an agreement be entered into by The Corporation of the Town of Amherstburg with DAVID JOSEPH PHILLIPS and GLORIA JEAN PHILLIPS, the Owners of the land described in Schedule "B" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "C" attached to this By-Law;
2. THAT the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "A", a copy of which is attached hereto.
3. THAT the Head of Council and the Clerk of the Municipality, or the Chair and authorized employee of the Board are hereby authorized and directed to enter into the agreement on behalf of the Municipality or Board.
4. THAT this By-Law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 24th day of March, 2014.

READ a **THIRD** time and **FINALLY PASSED** this 24th day of March, 2014.



Mayor - Wayne Hurst



Clerk - Brenda M. Percy
Deputy Clerk - Paula Parker

SCHEDULE "A"

TO BY-LAW NO. 2014-19

EXTENSION AGREEMENT

THIS AGREEMENT made in triplicate this 24th day of March, 2014 pursuant to sub-section 378(3) of the *Municipal Act, 2001*.

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG
(Hereinafter called the "Corporation")

OF THE FIRST PART;

– and –

DAVID JOSEPH PHILLIPS AND GLORIA JEAN PHILLIPS
(Hereinafter called the "Owner")

OF THE SECOND PART;

WHEREAS the Owner is the owner of the land in the Town of Amherstburg described in Schedule "B" 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, 2012 in the amount of \$6,865.39 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 28th day of March, 2013 in respect of the Owner's land;

AND WHEREAS Section 378 of the *Municipal Act, 2001* provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-Law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid;

AND WHEREAS the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentioned in sub-sections 374(1) and 379(1) of the *Municipal Act, 2001*;

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 Corporation will extend to April 30, 2015 the payment period for the cancellation price payable in respect of the land.
2. The Owner will make payments to the Corporation in accordance with Schedule "C" attached hereto.
3. In addition to paying the amounts provided for in paragraph 2, the Owner agrees to pay:
 - a. all further taxes levied on the land as they become due and payable during the term of this Agreement; and
 - b. not later than 30 days following the due date of the last payment under paragraph 2, such additional amount, if any, as is necessary to bring the total amount paid under this Agreement up to the amount of the cancellation price payable in respect of the land.

Notwithstanding any of the provisions of this Agreement, the *Municipal Act, 2001*, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer and the Tax Collector 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 paragraph 2 and 3, during the time this Agreement is in force so long as the Owner is not in default hereunder.


5. In the event the Owner defaults in any payments required by this Agreement, 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.
6. Immediately upon the Owner or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.
7. Notwithstanding the provisions of paragraphs 2 and 3, 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.
8. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
9. If any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of competent jurisdiction to 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.
10. Any notice required to be given to the Owner hereunder shall be sufficiently given if sent by registered mail to the Owner at the following address:

204 BROCK ST

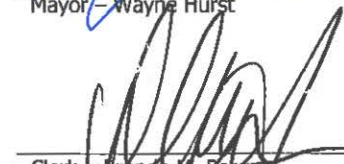
AMHERSTBURG, ON N9V 2G9

IN WITNESS WHEREOF the Owner has hereunto set his/her hand and seal and the Corporation has caused its corporate seal to be hereunto affixed and attested to by its proper signing officers in that behalf.

THE CORPORATION OF
THE TOWN OF AMHERSTBURG



Mayor - Wayne Hurst



Clerk - Paula Parker
Deputy Clerk - Paula Parker

(Corporate Seal)

Signed at the Town of Amherstburg this 24th day of March, 2014.



Witness



Signature of Owner

Witness

Signature of Owner

SCHEDULE "B"

TO BY-LAW NO. 2014-19

DESCRIPTION OF THE LAND:

PIN 70557-0023 (LT)
LT 21 W/S BROCK ST PL 1 AMHERSTBURG; S/T EXECUTION 95-02771, IF ENFORCEABLE; S/T EXECUTION 98-01952,
IF ENFORCEABLE; AMHERSTBURG
FILE NO. EXAG13-006-TT

SCHEDULE "C"

TO BY-LAW NO. 2014-19

PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:

Amount Currently Outstanding:	
Number of Months to Agreement	47
Anticipated Penalties/Interest over 25 months:	
Total Estimated Arrears:	
Approximate Monthly Payment:	300.00

REPAYMENT OF PROPERTY TAX ARREARS:

DATE PAYMENT DUE		PAYMENT AMOUNT	REMAINING BALANCE
OPENING BALANCE			
1	March 10, 2014	3,000.00	
2	March 31, 2014	300.00	
3	April 30, 2014	300.00	
4	May 31, 2014	300.00	
5	June 30, 2014	300.00	
6	July 31, 2014	300.00	
7	August 31, 2014	300.00	
8	September 30, 2014	300.00	
9	October 31, 2014	300.00	
10	November 30, 2014	300.00	
11	December 31, 2014	300.00	
12	January 31, 2015	300.00	
13	February 28, 2015	300.00	
14	March 31, 2015	300.00	
15	April 30, 2015	300.00	
16	May 31, 2015	300.00	
17	June 30, 2015	300.00	
18	July 31, 2015	300.00	
19	August 31, 2015	300.00	
20	September 30, 2015	300.00	
21	October 31, 2015	300.00	
22	November 30, 2015	300.00	
23	December 31, 2015	300.00	
24	January 31, 2016	300.00	
25	February 28, 2016	300.00	
26	March 31, 2016	300.00	
27	April 30, 2016	300.00	
28	May 31, 2016	300.00	

