

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW 2014-23

**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 23<sup>rd</sup> day of January, 2014, a tax arrears certificate against the land described in Schedule "B" attached hereto and forming part of this By-Law;

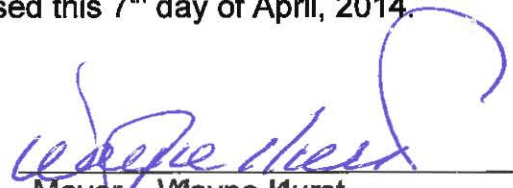
**AND WHEREAS** Section 378 of the *Municipal Act, 2001* provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-Law authorize an extension agreement 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;

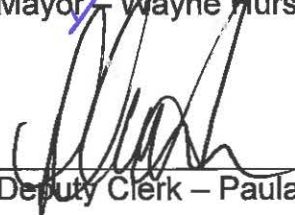
**AND WHEREAS** the statutory period within which such a By-Law may be enacted has not elapsed;

**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 the Property Owner of Roll 3729 390 000 09101, the Owner 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, second and third time and finally passed this 7<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
Mayor - Wayne Hurst

  
\_\_\_\_\_  
Deputy Clerk - Paula Parker

**SCHEDULE "A"**

**TO BY-LAW 2014-23**

THIS AGREEMENT made in triplicate this 7<sup>th</sup> day of April, 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 –

PROPERTY OWNER OF ROLL 3729 390 000 09101  
(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 31<sup>st</sup> day of December, 2013 in the amount of \$48,803.48 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 23<sup>rd</sup> day of January, 2014 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 indefinitely 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. The payment schedule will remain in effect indefinitely until such a point as the account is current.
3. The Corporation reserves the right to amend the quarterly payment amount should the property be subject to any changes in assessment.
4. 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.

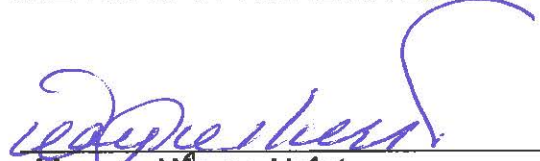
6. Immediately upon the Owner or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.
7. Notwithstanding the provisions of paragraphs 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:

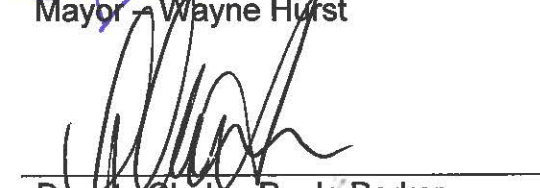
7348 HOWARD AVE

AMHERSTBURG, ON N0R 1J0

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

  
\_\_\_\_\_  
Deputy Clerk - Paula Parker

Signed at the Town of Amherstburg this 7<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

**SCHEDULE "B"**

**TO BY-LAW 2014-23**

**DESCRIPTION OF THE LAND:**

ROLL: 37 29 390 000 09101

PIN 01542-0241 (LT)

PT SE1/4 LT 5 CON 6 ANDERDON; PT NE1/4 LT 4 CON 6 ANDERDON PT 1,  
12R14288; AMHERSTBURG

FILE NO. EXAG13-009-TT

**SCHEDULE "C"**

**TO BY-LAW 2014-23**

**PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:**

Amount Currently Outstanding:	60,550.10
Approximate Quarterly Payment:	6,000.00

**REPAYMENT OF PROPERTY TAX ARREARS:**

DATE PAYMENT DUE		PAYMENT AMOUNT
<b>OPENING BALANCE</b>		
1	April 7, 2014	10,000.00
2	July 1, 2014	6,000.00
3	October 1, 2014	6,000.00
4	January 5, 2015	6,000.00
5	April 1, 2015	6,000.00
6	July 1, 2015	6,000.00
7	October 1, 2015	6,000.00
8	January 5, 2016	6,000.00
9	April 1, 2016	6,000.00
10	July 1, 2016	6,000.00
11	October 3, 2016	6,000.00
The payment schedule, stipulating \$6,000.00 due the first working day of January, April, July and October, will continue indefinitely until such a time as the account is current.		