

EXTENSION AGREEMENT

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY LAW NO. 2016-35

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 2th day of March, 2013, a tax arrears certificate against the land described as PIN 70557-0023 (LT); LOT 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 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 Owner of the land described as PIN 70557-0023 (LT); LOT 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 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 "A" 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. and
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 25 day of APRIL, 2016.

READ a **THIRD** time and **FINALLY PASSED** this 25 day of APRIL, 2016.



Signature of Head of Council or Chair of Board



Signature of Clerk or Other Authorized Employee

SCHEDULE "A"

TO BY-LAW NO. 2016-35

EXTENSION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2016 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, 2020 the payment period for the cancellation price payable in respect of the land, at which time the payment arrangements will be reviewed.
2. The Owner will enroll in the monthly pre-authorized payment plan which allows the Town of Amherstburg to take payments in accordance with the schedule below:

Amount Outstanding at April 8, 2016 Roll# 3729 130 000 10600	\$ 8,680.31
Payment made by preauthorized debit on last business day of each month	\$ 433.00

3. The preauthorized payment plan arrangements will be reviewed annually and will be subject to modification should a significant increase in tax rates or changes to property assessment occur. Upon written notification to the owner, The Town of Amherstburg will adjust the pre-authorized amount to reflect the results of review on the first payment following notification.
4. Notwithstanding any of the provisions of this Agreement, it is agreed that the Corporation shall continue to apply interest at the rate of 1.25% per month on any unpaid amounts. Additionally all future taxes levied on the land will be applied to this account as they become due.
5. In the event the Owner defaults in any payments required by this Agreement, upon notice being given to the Owner by the Corporation, the Corporation will proceed under Part XI of the Municipal Act, 2001 if in a position to do so with no exception.
6. The Owner and any other person may at any time pay the balance of the arrears and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate.
7. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
8. 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.
9. 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 Street, 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



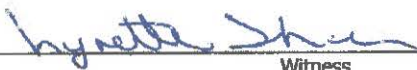
Signature of Head of Council or Chair of Board



Signature of Clerk or Other Authorized Employee

(Corporate Seal)

Signed at the Town of Amherstburg this 11th day of April, 2016.



Witness



Signature of Owner

Witness

Signature of Owner