

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW NO. 70-2017

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 Kingsville registered on the 23rd day of June, 2016, a tax arrears certificate against the land described in Schedule "A" 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 Kingsville enacts the following as a By-law:

1. THAT an agreement be entered into by The Corporation of the Town of Kingsville with A M Townhouses Inc., the Owner(s)/Spouse/Mortgagee/Tenant of the lands described in Schedule "A" to extend the time period in which the cancellation price payable on these lands is to be paid on the terms and generally in the form of Schedule "B" 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 "B", a copy of which is attached hereto.
3. THAT the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 12th day of June, 2017.

READ a **THIRD** time and **FINALLY PASSED** this 12th day of June, 2017.

MAYOR NELSON SANTOS

CLERK JENNIFER ASTROLOGO

SCHEDULE "A"

To By-Law No. 70-2017

DESCRIPTION OF THE LANDS:

Property #1

Roll # 140-000-00200-0000 municipally known as Division St N, Kingsville ON and legally known as Plan 1182 PT BLK A

Property #2

Roll # 190-000-06700-0000 municipally known as 266 Lakeview Ave, Kingsville ON and legally known as Plan 432 PT LOT 24 PT BLK C

Property #3

Roll # 370-000-11702-0000 municipally known as Division Rd N W/S, Kingsville ON and legally known as Plan 1198 LOT 13 County Rd 29

SCHEDULE "B"

To By-Law No. 70-2017

EXTENSION AGREEMENT

THIS AGREEMENT made in triplicate this 12th day of June, 2017.

BETWEEN:

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

OF THE FIRST PART;

- and -

A M TOWNHOUSES INC.
(Hereinafter called the "Owner(s)/Spouse/Mortgagee/Tenant")

OF THE SECOND PART;

WHEREAS the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the lands in the Town of Kingsville described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner(s)/Spouse/Mortgagee/Tenant's lands are in arrears of taxes on the 31st day of December, 2015 in the amount of \$49,763.16 and tax arrears certificates were registered in the Land Registry or Land Titles Office on the 23rd day of June, 2016 in respect of the Owner(s)/Spouse/Mortgagee/Tenant's lands;

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)/Spouse/Mortgagee/Tenant'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-section 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 (final date of extension) December 29, 2017 the payment period for the cancellation price payable in respect of the lands.
2. The Owner(s)/Spouse/Mortgagee/Tenant will make payments to the Corporation in accordance with Appendix "A" attached hereto.
3. In addition to paying the amounts provided for in paragraph 2, the Owner(s)/Spouse/Mortgagee/Tenant 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 15 business 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 lands.
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(s)/Spouse/Mortgagee/Tenant is not in default hereunder.
5. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s)/Spouse/Mortgagee/Tenant by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant 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(s)/Spouse/Mortgagee/Tenant.
6. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant 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(s)/Spouse/Mortgagee/Tenant 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(s)/Spouse/Mortgagee/Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant at the following address:

P.O. Box 74, Kingsville, ON N9Y 2E8

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.

CORPORATION OF THE TOWN OF
KINGSVILLE

MAYOR NELSON SANTOS

CLERK JENNIFER ASTROLOGO

Signed at the Town of Kingsville this 12th day of June, 2017.

witness

Signature of Owner(s)/Spouse/Mortgagee/Tenant

witness

Signature of Owner(s)/Spouse/Mortgagee/Tenant

APPENDIX "A" **TO EXTENSION AGREEMENT**

PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:

Summary of Arrears Owing as of June 1, 2017:

ROLL #	AMOUNT OWING
3711 190 000 06700	\$59,850.23
3711 140 000 00200	\$27,932.08
3711 370 000 11702	\$6,204.40
TOTAL ALL ROLLS	\$93,986.71

Payment of the above arrears will be made in accordance with the schedule below and in the form of a certified cheque or bank draft payable to the Town of Kingsville.

September 1, 2017 \$15,600.00

October 2, 2017 \$26,128.91

November 1, 2017 \$26,128.91

December 1, 2017 \$26,128.89

Payments will be applied on a proportionate basis to each roll number.