

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY- LAW NO. 2011-25

A BY-LAW TO AUTHORIZE THE EXECUTION OF A TAX ARREARS EXTENSION AGREEMENT

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, Section 378(1), provides that a municipality may authorize an agreement with certain designated persons, after the registration of a tax arrears certificate and before expiry of the one year period, to extend the period of time in which the cancellation price payable on the land is to be paid;

AND WHEREAS The Corporation of the Municipality of Magnetawan registered on the 19th day of August, 2010, a tax arrears certificate against the land described in Schedule "A" attached.

AND WHEREAS Marilyn Patrick, one of the owners of the said lands, is desirous of entering into an agreement to extend the time period in which the cancellation price payable on this land is to be paid beyond August 19, 2011.


NOW THEREFORE BE IT ENACTED THAT:

1. The Corporation is authorized to enter into the Extension Agreement substantially in the form attached hereto as Schedule "B" and forming part of this by-law.
2. The Mayor and the Clerk are authorized to execute the said Agreement on behalf of the Corporation provided that such Agreement is executed by Marilyn Patrick and delivered to the Corporation together with the July 15th, 2011 payment of \$400.00 on or before July 13th, 2011.

BY-LAW READ a first, second and third time and finally passed this 13th day of July, 2011.



Sam Dunnett, Mayor



Roger Labelle, Clerk

CERTIFIED TRUE COPY

SCHEDULE "A" TO BY-LAW NO. 2011-25
OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Part Lot 6, Concession 8, Chapman, as in RO141456; S/T Execution 92-0000375, if enforceable; MAGNETAWAN. Being all of PIN 52078-0342 (LT).

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter called the "Corporation")

- and -

MARILYN PATRICK

(hereinafter called the "Owner")

WHEREAS the Owner is one of the owners of the land described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner's land is in arrears of taxes and a Tax Arrears Certificate was registered August 18, 2010 in the Land Titles Office for the District of Parry Sound as Instrument No. GB35961;

AND WHEREAS under Section 378(1) of the Municipal Act, 2001, a municipality may, by By-law, authorize that an Extension Agreement be entered into by the Corporation with the Owner to extend the period of time in which the cancellation price in respect of the Owner's land is to be paid.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and other good and valuable consideration the parties hereto agree as follows:

1. The Owner agrees to pay to the Corporation the following amounts on account of arrears of taxes, taxes to become due, interest and costs:
 - (a) The sum of Four Hundred Dollars (\$400.00) on the 15th day of each and every month commencing on the 15th day of July, 2011 and continuing until the cancellation price has been paid in full.
2. The Owner acknowledges that the cancellation price, as of June 30, 2011 is the sum of \$4,901.31 and that such amount will increase as taxes become due and interest accrues.
3. Notwithstanding any of the provisions of this Agreement, the Municipal Act 2001 shall continue to apply to the collection and enforcement of all tax arrears and all taxes save and except that the Treasurer and the collector of taxes of the Corporation, without waiving the statutory rights and powers of the Corporation or of the Treasurer, shall not enforce collection of tax payments except as set out in Paragraph 1 during the time this Agreement is in force so long as the Owner is not in default hereunder.
4. 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 the Owner 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. 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, along with any municipal costs for the Tax Arrears Cancellation Certificate, this Agreement shall terminate and the Treasurer shall forthwith register a Tax Arrears Cancellation Certificate in respect of the said lands.
7. This Agreement shall extend to and be binding upon and enure to the benefit of the parties and their respective heirs, successors and assigns.
8. Any notice required to be given or sent to the Owner hereunder shall be deemed to have been given and received on the date that such notice is sent by registered post to the Owner at the following address:

1869 Hwy. 124, R.R. # 2
SUNDRIDGE, Ontario, P0A 1Z0

IN WITNESS WHEREOF the parties have executed this Agreement

By the Corporation on the 13th day of July, 2011.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: 
Mayor: Sam Dunnett

Per: 
Clerk: Roger Labelle

I/we have authority to bind the Corporation.

By the Owner on the _____ day of July, 2011.

Witness

MARILYN PATRICK

SCHEDULE "A" TO BY-LAW NO. 2011-25
OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Part Lot 6, Concession 8, Chapman, as in RO141456; S/T Execution 92-0000375, if enforceable; MAGNETAWAN. Being all of PIN 52078-0342 (LT).

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter called the "Corporation")

- and -

MARILYN PATRICK

(hereinafter called the "Owner")

WHEREAS the Owner is one of the owners of the land described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner's land is in arrears of taxes and a Tax Arrears Certificate was registered August 18, 2010 in the Land Titles Office for the District of Parry Sound as Instrument No. GB35961;

AND WHEREAS under Section 378(1) of the Municipal Act, 2001, a municipality may, by By-law, authorize that an Extension Agreement be entered into by the Corporation with the Owner to extend the period of time in which the cancellation price in respect of the Owner's land is to be paid.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and other good and valuable consideration the parties hereto agree as follows:

1. The Owner agrees to pay to the Corporation the following amounts on account of arrears of taxes, taxes to become due, interest and costs:
 - (a) The sum of Four Hundred Dollars (\$400.00) on the 15th day of each and every month commencing on the 15th day of July, 2011 and continuing until the cancellation price has been paid in full.
2. The Owner acknowledges that the cancellation price, as of June 30, 2011 is the sum of \$4,901.31 and that such amount will increase as taxes become due and interest accrues.
3. Notwithstanding any of the provisions of this Agreement, the Municipal Act 2001 shall continue to apply to the collection and enforcement of all tax arrears and all taxes save and except that the Treasurer and the collector of taxes of the Corporation, without waiving the statutory rights and powers of the Corporation or of the Treasurer, shall not enforce collection of tax payments except as set out in Paragraph 1 during the time this Agreement is in force so long as the Owner is not in default hereunder.
4. 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 the Owner 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.

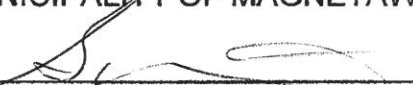
6. Notwithstanding the provisions of Paragraph 1, the Owner and any other person may at any time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, along with any municipal costs for the Tax Arrears Cancellation Certificate, this Agreement shall terminate and the Treasurer shall forthwith register a Tax Arrears Cancellation Certificate in respect of the said lands.
7. This Agreement shall extend to and be binding upon and enure to the benefit of the parties and their respective heirs, successors and assigns.
8. Any notice required to be given or sent to the Owner hereunder shall be deemed to have been given and received on the date that such notice is sent by registered post to the Owner at the following address:

1869 Hwy. 124, R.R. # 2
SUNDRIDGE, Ontario, P0A 1Z0

IN WITNESS WHEREOF the parties have executed this Agreement

By the Corporation on the 13th day of July, 2011.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: 
Mayor: Sam Dunnett

Per: 
Clerk: Roger Labelle

I/we have authority to bind the Corporation.

By the Owner on the day of July, 2011.

Witness

MARILYN PATRICK

Russell, Christie, LLP

Barristers & Solicitors

505 Memorial Avenue
P.O. Box 158
Orillia, Ontario, L3V 6J3
Telephone: (705) 325-1326
Facsimile: (705) 327-1811
Email: rcmkw@russellchristie.com

W.D. (Rusty) Russell, Q.C., Counsel
Douglas S. Christie, B.A., LL.B.
Michael M. Miller, B.Sc. in Comm., LL.B.
William S. Koughan, LL.B.
David M. Winnitoy, B.A. (Hons), LL.B.
Edward B. Veldboom, MSc. Pl. LL.B.
Michael F. Sirdevan, B.A. (Hons), LL.B.

Please reply to: Douglas S. Christie (Ext. 248)
Email: dchristie@russellchristie.com

June 30, 2011

SENT BY EMAIL

The Corporation of the
Municipality of Magnetawan
4304 Hwy. 520
P.O. Box 70
MAGNETAWAN, Ontario
POA 1P0

Attention: Ms. Linda Saunders

Dear Ms. Saunders:

Re: Tax Arrears - Gubala/Patrick (04500)

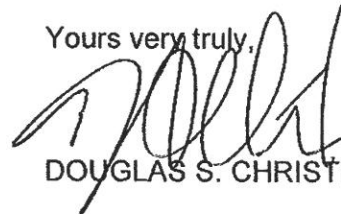
Further to your emails dated June 29th and 30th, enclosed is an Extension Agreement and draft By-law with respect to the above file. We have included a provision in the By-law that the owner must sign the Agreement on or before July 13, 2011. The By-law should be passed and the Agreement signed by the Municipality prior to posting the July 15th payment.

You will need to ensure that a copy of the Agreement is attached as Schedule "B" to the By-law.

Please forward a copy of the fully executed Agreement for our file. Also enclosed is our account for services rendered.

If you have any questions, please give me a call.

Yours very truly,



DOUGLAS S. CHRISTIE

DSC/adm
Encls.

Russell, Christie, LLP

Barristers & Solicitors

505 Memorial Avenue
P.O. Box 158
Orillia, Ontario, L3V 6J3
Telephone: (705) 325-1326
Facsimile: (705) 327-1811
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STATEMENT OF ACCOUNT

The Corporation of the
Municipality of Magnetawan
73 Municipal Road N.
SOUTH RIVER, ON, P0A 1X0

Date: June 30, 2011
Our File: 63-283-154
G.S.T. Reg. No.: R124207093

RE: GUBALA / PATRICK (04500) TAX ARREARS

TO OUR FEE for all services rendered on your behalf in connection with the above noted transaction including: to review of correspondence from Municipality; to preparation of Extension Agreement and By-law to Authorize Extension Agreement; to preparation of correspondence to Municipality;

TO OUR FEE: **\$ 250.00**

TAXABLE DISBURSEMENTS

Photocopies	\$ 5.70	
Long Distance Telephone	<u>4.66</u>	
TOTAL TAXABLE DISBURSEMENTS	\$ 10.36	\$ 10.36

HST

HST On Disbursements	\$ 1.35	
HST On Fees	<u>32.50</u>	
TOTAL HST	\$ 33.85	\$ 33.85

TOTAL ACCOUNT **\$ 294.21**

THIS IS OUR ACCOUNT HEREIN

RUSSELL, CHRISTIE, LLP

per



Douglas S. Christie

DSC/adm
E. & O. E.