

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2012-19

**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 2nd day of November, 2011, a tax arrears certificate against the land described in Schedule "A" attached.

AND WHEREAS Anthony Stanley Manson White, the owner 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 November 2, 2012.


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 Anthony Stanley Manson White and delivered to the Corporation prior to July 24, 2012 and the first payment of \$3,225.00 is received in the manner specified in the said Agreement on or before July 31st, 2012.

BY-LAW READ a first, second and third time and finally passed this 25th day of July, 2012.



Sam Dunnett, Mayor



Roger Labelle, Clerk

**SCHEDULE "A" TO
BY-LAW NO. 2012-19
OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

FIRSTLY: PCL 22885 SEC SS; LT 5, PL M33; MAGNETAWAN. BEING ALL
OF PIN 52080-0130 (LT).

SECONDLY: PCL 25962 SEC SS; LT 6, PL M33; MAGNETAWAN. BEING ALL
OF PIN 52080-0129 (LT).

**SCHEDULE "B" TO
BY-LAW NO. 2012-19**

OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

EXTENSION AGREEMENT

Municipal Act, 2001

THIS AGREEMENT MADE

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter called the "Corporation")

- and -

ANTHONY STANLEY MANSON WHITE

(hereinafter called the "Owner")

WHEREAS the Owner is the owner 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 November 2, 2011 in the Land Titles Office for the District of Parry Sound as Instrument No. GB48953;

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 by way of certified cheque, bank draft or direct deposit to the Corporation's general account the following amounts on account of arrears of taxes, taxes to become due, interest and costs:
 - (a) The sum of Three Thousand Two Hundred Twenty-Five Dollars (\$3,225.00) on or before the last day of each of July, August and September, 2012.
 - (b) The balance remaining in order to pay the cancellation price in full on the 9th day of November, 2012.
2. The Owner acknowledges that the cancellation price, as of July 25, 2012 is the sum of \$12,161.72 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.

5. Immediately upon the Owner making all the payments required under Paragraph 1, this Agreement shall be terminated and, upon payment by the Owner of any municipal costs, the Treasurer shall forthwith register a Tax Arrears Cancellation Certificate in respect of the said lands.
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:

Anthony Stanley Manson White
129 The Scots Line
COBOURG, Ontario, K9A 4J8

IN WITNESS WHEREOF the parties have executed this Agreement

By the Corporation on the _____ day of _____, 2012.

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, 2012.

Witness

ANTHONY STANLEY MANSON WHITE

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter called the "Corporation")

- and -

ANTHONY STANLEY MANSON WHITE

(hereinafter called the "Owner")

WHEREAS the Owner is the owner 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 November 2, 2011 in the Land Titles Office for the District of Parry Sound as Instrument No. GB48953;

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 by way of certified cheque, bank draft or direct deposit to the Corporation's general account the following amounts on account of arrears of taxes, taxes to become due, interest and costs:
 - (a) The sum of Three Thousand Two Hundred Twenty-Five Dollars (\$3,225.00) on or before the last day of each of July, August and September, 2012.
 - (b) The balance remaining in order to pay the cancellation price in full on the 9th day of November, 2012.
2. The Owner acknowledges that the cancellation price, as of July 25, 2012 is the sum of \$12,161.72 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

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:

Anthony Stanley Manson White
129 The Scots Line
COBOURG, Ontario, K9A 4J8

IN WITNESS WHEREOF the parties have executed this Agreement

By the Corporation on the 31 day of July, 2012.

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 20 day of July, 2012.


Witness


ANTHONY STANLEY MANSON WHITE

DESCRIPTION

FIRSTLY: PCL 22885 SEC SS; LT 5, PL M33; MAGNETAWAN. BEING ALL OF PIN 52080-0130 (LT).

SECONDLY: PCL 25962 SEC SS; LT 6, PL M33; MAGNETAWAN. BEING ALL OF PIN 52080-0129 (LT).
