



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-81

A By-law to delegate the authority to the municipal Treasurer to authorize the execution of tax arrears extension agreements pursuant to Section 378 of the *Municipal Act, 2001*

Whereas Section 23.1 and 23.2 of the *Municipal Act, 2001*, permits a municipality to delegate certain powers and duties to a person; and

Whereas Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That the Corporation of the Municipality of West Elgin hereby designates the municipal Treasurer the authority to negotiate and execute tax extension agreements on behalf of the Corporation of the Municipality of West Elgin. The authority is subject to the following limitations:
 - a. The tax extension agreement must be requested by and entered into with any owner of the land, the spouse of any owner of land, any mortgagee, any tenant in occupation of the land or any person the treasurer is satisfied has an interest in the land, in accordance with Section 378 of the *Municipal Act, 2001*; and
 - b. The tax extension agreement must be compliant with the requirements of Section 378 of the *Municipal Act, 2001* and substantially in the form of Schedule A attached, as negotiated by the Treasurer; and
 - c. The tax extension agreement can only be entered into after a tax arrears certificate has been registered, and before the expiry of the one-year period.
2. This by-law shall come into force and effect on November 12, 2020.

Read a first, second, and third time and passed this 12th day of November, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

SCHEDULE "A" TO BY-LAW 2020-81

Note to Municipality: Edit underlined text as applicable

EXTENSION AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2019.

BETWEEN:

THE CORPORATION OF THE _____
(Hereinafter called the "Corporation")

OF THE FIRST PART;

- and -

Hereinafter called the "Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land"

OF THE SECOND PART;

WHEREAS ► insert the name of person(s) of the second part is the/a ► pick one of the underlined parties: Owner(s)/Spouse/Mortgagee/Tenant/person Treasurer is satisfied has an interest in the land of the land in the ► insert name of Municipality described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land is in arrears of taxes on the ____ day of _____, 2019 in the amount of \$_____ and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the ____ day of _____, 2019 in respect of the Owner(s)/Spouse/ Mortgagee/ Tenant/ person the Treasurer is satisfied has an interest in the 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 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, or a person the Treasurer is satisfied has an interest

in the land to extend the period of time in which the cancellation price in respect to Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the 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) _____ the payment period for the cancellation price payable in respect of the land.
2. The Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land will make payments to the Corporation in accordance with Schedule "B" attached hereto.
3. In addition to paying the amounts provided for in paragraph 2, the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land 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 _____ 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 land.
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/ person the Treasurer is satisfied has an interest in the land is not in default hereunder.

5. In the event the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land defaults in any payments required by this Agreement and upon notice being given to the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land 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/person the Treasurer is satisfied has an interest in the land.
6. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land 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/person the Treasurer is satisfied has an interest in the land 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/person the Treasurer is satisfied has an interest in the land hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land at the following address:

IN WITNESS WHEREOF the Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land 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

TREASURER

Signed at the _____ this ____ day of _____, 2019.
(municipality)

witness

witness

Signature of
Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land

Signature of
Owner(s)/Spouse/Mortgagee/Tenant/person the Treasurer is satisfied has an interest in the land

SCHEDULE "A"
TO EXTENSION AGREEMENT

DESCRIPTION OF THE LAND:

(insert description of land)

SCHEDULE "B"
TO EXTENSION AGREEMENT

PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT: