

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

BY-LAW NO. 2015-23

A BY-LAW to authorize an extension agreement with Richard Frank Burke and Anne Marie Gingrich pursuant to Section 378 of the *Municipal Act, 2001*.

WHEREAS a Tax Arrears Certificate was registered on May 26, 2014 as Instrument No.FC179656 against lands described as PT LOT 9, CON 11, PT 1, 13R12489, geographic Township of Portland; now in the township of South Frontenac, County of Frontenac; (the "Property").

AND WHEREAS Richard Frank Burke and Anne Marie Gingrich are the registered owners of the Property;

AND WHEREAS Richard Frank Burke and Anne Marie Gingrich have expressed the desire to enter into an agreement with the Corporation of the Township of South Frontenac in connection with the repayment of tax arrears and all related costs for the Property prior to the sale of the Property by way of public tender;

AND WHEREAS Section 378 of the *Municipal Act, 2001*, permits the municipality to pass a by-law authorizing an extension agreement with the owners of land against which a Tax Arrears Certificate has been registered, in order to extend the allowable time for the repayment of the cancellation price;

AND WHEREAS Council has determined that it is in the best interest of the municipality to enter into an extension agreement in connection with the tax arrears and related costs for the Property.

NOW THEREFORE BE IT ENACTED AS FOLLOWS:

1. The municipality is hereby authorized to enter into the Extension Agreement dated May 5, 2015, with Richard Frank Burke and Anne Marie Gingrich in the form of Agreement attached as Schedule 1 to this by-law and forming a part hereof.
2. That Mayor and Clerk are hereby authorized to execute the Extension Agreement on behalf of the municipality under corporate seal and to deliver it to the parties.
3. This By-law shall come into force and take effect on the date it is passed.

READ and FINALLY PASSED this 5th day of May, 2015.



Ron Vandewal, Mayor



Wayne Orr, Clerk-Administrator

SCHEDULE "1"

EXTENSION AGREEMENT

THIS AGREEMENT made this 5th day of May, 2015.

BETWEEN:

Richard Frank Burke and Anne Marie Gingrich (Hereinafter called the "Owners")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC
(Hereinafter called the "Township")

OF THE SECOND PART;

WHEREAS the Owners are the registered owners of those lands located in the former geographic Township of Portland, now located in the Township of South Frontenac and more particularly described in Schedule "A" to this agreement (the "Owners' lands");

AND WHEREAS as a result of tax arrears owing in respect of the Owner's Lands as at December 31, 2013, the Township registered a Tax Arrears Certificate against the title to the Owners' Lands on May 26, 2014 as Instrument No. FC179656 in accordance with the provisions of the Municipal Act, 2001, S.O. 2001, c.25,s.373(1) (the "Tax Arrears Certificate");

AND WHEREAS at the request of the Owners, the Township has agreed to extend the period of time in which the cancellation price is to be paid in accordance with the terms of this agreement and the Municipal Act, 2001;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties agree each with the other as follows:

1. The period of time in which the cancellation price is to be paid is extended to June 24, 2017, on the condition that the Owners pay to the Township on account thereof:
 - (a) An initial lump sum payment of \$6,533.00 to be paid by certified funds on May 6, 2015.
 - (b) The sum of \$143.00 paid on the 24th of each month via online banking with the first payment being made on Sunday, May 24, 2015 until the last payment made on May 24, 2017 for a total of 24 payments.
 - (c) The balance of the cancellation price and outstanding penalty fees via online banking by June 24, 2017.
2. The cancellation price shall be calculated in accordance with the Municipal Act, 2001, but without limiting its generality, shall include all tax arrears and all current real property taxes owing in respect to the Owners' Lands to the date of payment, all interest and penalties thereon, and all costs incurred by the Township in connection with proceedings taken or contemplated under the Act, including all legal fees and disbursements and all costs incurred in connection with the preparation of the extension agreement.

3. If the Owners fail or refuse to make a payment to the Township in accordance with the terms of this agreement, the Township may, on seven (7) days written notice to the Owners, terminate this agreement after which it shall cease to be considered a subsisting agreement.
4. If the Owners fail or refuse to pay any current real property taxes owing in respect of the Owners' Lands on or before the due date for such taxes, the Township may, on seven (7) days written notice to the Owners, terminate this agreement after which it shall cease to be considered a subsisting agreement.
5. If the Township terminates this agreement before payment of the cancellation price, it shall be entitled to continue with proceedings under the Act, but the period during which this agreement is subsisting shall not be counted in calculating the time periods prescribed by the Act.
6. Upon payment of the cancellation price in accordance with this agreement, the Township shall cause its Treasurer to forthwith register a Tax Arrears Cancellation Certificate in the prescribed form, and this agreement shall be at an end.
7. Nothing in this agreement shall be construed or deemed to mean that the amount of the cancellation price to be paid in accordance with the Act is reduced or that any person is prohibited from paying the cancellation price in full at any time.
8. Time shall be of the essence.
9. No amendment to this agreement shall be permitted, except by the written mutual consent of the Owners and the Township, and any amendments shall be in writing.
10. This agreement shall ensure to the benefit of the Owners, their respective heirs, administrators, successors and assigns, and the Township, its successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 5th day of May, 2015.

Signed, Sealed and Delivered
in the presence of:

THE CORPORATION of
The Township Of South Frontenac


MAYOR - Ron Vanderwal


CLERK ADMINISTRATOR - Wayne Orr


Richard Frank Burke


Anne Marie Gingrich