

**THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC**

**BY-LAW NO. 2017- 36**

A BY-LAW to authorize an extension agreement with Thavarajah Masillamany pursuant to Section 378 of the *Municipal Act, 2001*.

WHEREAS a Tax Arrears Certificate was registered on July 4, 2016 as Instrument No.FC222202 against lands described as PT LT 19 CON 10 LOUGHBOROUGH AS IN FR647882, in the township of South Frontenac, County of Frontenac; (the "Property").

AND WHEREAS Thavarajah Masillamany IS the registered owner of the Property;

AND WHEREAS Thavarajah Masillamany has 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 June 20, 2017, with Thavarajah Masillamany 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 20 day of June, 2017.

  
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MAYOR – Ron Vandewal

  
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CLERK – ADMINISTRATOR – Wayne Orr

**SCHEDULE "1"**

**EXTENSION AGREEMENT**

THIS AGREEMENT made this 20 day of June, 2017.

BETWEEN:

Thavarajah Masillamany  
(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 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, 2015, the Township registered a Tax Arrears Certificate against the title to the Owners' Lands on July 4, 2016 as Instrument No. FC222202 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 July 3, 2019, on the condition that the Owners pay to the Township on account thereof:
  - (a) An initial lump sum payment of \$7,243.67 to be paid by certified funds on June 20, 2017.
  - (b) The sum of \$170.00 paid on a monthly basis via pre-approved payment plan with the first payment being made on Monday July 3, 2017.
  - (c) The balance of the cancellation price and outstanding penalty fees via cheque by July 3, 2019.
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 20 day of June 2017.

Signed, Sealed and Delivered  
in the presence of:

THE CORPORATION OF  
The Township Of South Frontenac



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CAO - Wayne Orr

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Thavarajah Masillamany