

THE CORPORATION OF THE CITY OF BROCKVILLE
BY-LAW NO. 055-2002

**BEING A BY-LAW TO AUTHORIZE
AN EXTENSION AGREEMENT PURSUANT
TO THE MUNICIPAL TAX SALE ACT, C.m60**

WHEREAS Section 8 of the Municipal Tax Sale Act, C.m60, R.S.O. 1990 provides that a municipality may by by-law authorize an agreement with the owner(s) of land(s) extending the time period during which the cancellation price can be paid to redeem a property that has been registered for tax sale under the said act; and

WHEREAS a tax arrears certificate has been registered against the land(s) known as lot 2, block 2 of registered plan 236 in the City of Brockville, County of Leeds; and

WHEREAS the owner(s) of the said land(s), tax account 5894, have made application to the City for an agreement to extend the period of time in which the cancellation price payable on the land is to be paid.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF
BROCKVILLE ENACTS AS FOLLOWS:**

1. **THAT** an agreement be entered into by the Corporation with the owner(s) of the said land to provide an additional period of time in which the cancellation price payable on this land is to be paid beyond January 31, 2003 at 12:00 noon.
2. **THAT** the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "A" attached hereto and forming part of this by-law.
3. **THAT** the Mayor and Treasurer be authorized to execute the extension agreement on behalf of the Corporation.

**GIVEN UNDER THE SEAL OF THE CORPORATION
OF THE CITY OF BROCKVILLE AND PASSED
THIS 11TH DAY OF JUNE A.D., 2002**



MAYOR



CLERK

**SCHEDULE "A" TO BY-LAW 055-2002
MUNICIPAL TAX SALE EXTENSION AGREEMENT
BETWEEN THE CORPORATION OF THE CITY OF BROCKVILLE
AND BARBARA WADDINGHAM AND WILLIAM LEONARD WADDINGHAM**

THIS AGREEMENT made in triplicate the 10th Day of July A.D., 2002

BETWEEN: BARBARA WADDINGHAM (Owner)
and
WILLIAM LEONARD WADDINGHAM (Spouse of the Owner)
Hereinafter called the "Owner";

OF THE FIRST PART

-and -

THE CORPORATION OF THE CITY OF BROCKVILLE
Hereinafter called the "City";

OF THE SECOND PART

WHEREAS City of Brockville By-Law Number 055-2002 authorizes the City to enter into an agreement to extend the period of time in which the owner(s) of certain property, more particularly described as lot 2, block 2, registered plan 236 in the City of Brockville, County of Leeds and known municipally as 78 Butterfield Place, Brockville, Ontario, Canada, may pay the cancellation price payable on the said land(s); and

WHEREAS the "Owner" is the owner of the said land in the City of Brockville, County of Leeds.

NOW THEREFORE THE AGREEMENT WITNESSETH THAT, in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. Notwithstanding any of the provisions of this Agreement, the Municipal Tax Sale Act, R.S.O. 1990, c.M.45, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer and the Collector of Taxes 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 hereafter set out during the time this Agreement is in force so long as the "Owner" is not in default hereunder.
2. The cancellation price payable on the said land is to be paid no later than 12:00 noon on January 31, 2003.
3. In the event the "Owner" defaults in the payments required by this Agreement, this Agreement, upon notice being given to the "Owner", shall be terminated and the "Owner" shall be placed in the same position as before this Agreement was entered into. In the event of default, this Agreement shall cease to be considered a subsisting agreement on the day that notice of termination is sent to the "Owner".
4. Immediately upon the "Owner" making the required payments as stipulated in clause 2 of this Agreement, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said land.

5. Notwithstanding the provisions of clause 2, the "Owner" and any other person may at any time pay the cancellation price payable on the said land 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.
6. This Agreement shall extend to and be binding upon and enure to the benefit of the Parties hereto and to their heirs, successors and assigns.
7. If any paragraph or part of a paragraph in this Agreement 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 full force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs has never been included.
8. Any notice required to be given to the "Owner" hereunder shall be fully and sufficiently given if sent by registered post to the "Owner" at the following address:

Barbara Waddingham
William Leonard Waddingham
78 Butterfield Place
Brockville, ON
K6V 1M5

In WITNESS WHEREOF the parties hereto have set their hand and seal.

SIGNED, SEALED and DELIVERED IN THE PRESENCES OF



Witness



"Owner"



Witness



"Spouse of Owner"

ON BEHALF OF THE CORPORATION



MAYOR



CLERK