

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2023-14

BEING A BY-LAW to delegate 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.

Now, therefore, be it resolved that council of the Corporation of the Municipality of Powassan enacts as follows:

1. The municipal Treasurer/designate is authorized to negotiate and execute tax extension agreements on behalf of the Corporation of the Municipality of Powassan. 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 the 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 in the form of Schedule A as negotiated by the Treasurer/designate;
- 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.

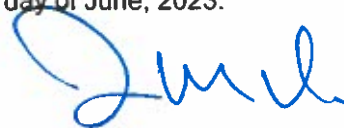
2. The following positions at the Corporation of the Municipality of Powassan are identified as designates for the purpose of this By-law;

- a. Clerk
- b. Deputy Treasurer

This By-law shall come into force and take effect upon the final passing thereof.

READ a FIRST and SECOND time this 6th day of June, 2023.

READ a THIRD time and FINALLY PASSED this 6th day of June, 2023.



MAYOR



CLERK

SCHEDULE "A"

To By-Law No. 2023-014

EXTENSION AGREEMENT

THIS AGREEMENT made in triplicate this 12th day of June, 2023.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN
(Hereinafter called the "Corporation")

OF THE FIRST PART;

- and -

FAIM INTERNATIONAL INC.
(Hereinafter called the "Owner")

OF THE SECOND PART;

WHEREAS Faim International Inc. is the/a Owner of the land in the Municipality of Powassan described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner is in arrears of taxes on the 6th day of June, 2023 in the amount of \$215,619.41 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 11th day of July, 2022 in respect of the Owner;

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 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 June 30, 2024 the payment period for the cancellation price payable in respect of the land

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 is not in default hereunder.
5. In the event the Owner defaults in any payments required by this Agreement and upon notice being given to the Owner by the Corporation, this Agreement shall be terminated and the Owner 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.
6. Immediately upon the Owner 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 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 hereunder shall be sufficiently given if sent by registered mail to the Owner at the following address:

65 Glacier Court
Vaughan, ON L6A 2V3

IN WITNESS WHEREOF the Owner 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 MUNICIPALITY OF POWASSAN

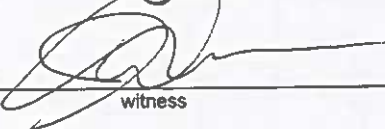


TREASURER




CLERK

Signed at the Vanhoose Ont this 12 day of June, 2023.
(municipality)



witness



Signature of Owner

witness

Signature of Owner

SCHEDULE "A"
TO EXTENSION AGREEMENT

DESCRIPTION OF THE LAND:

PIN'S: 52210-0066 (LT), 52210-0078 (LT)

FIRSTLY: PCL 12203 SEC NS; FIRSTLY: PT LT 24 CON 3 HIMSWORTH PT 2 PSR124;
THIRDLY: PT LT 5 N/S CORKERY ST PL M9; PT LT 6 N/S CORKERY ST PL M9 PT 1
42R3672; SECONDLY: LT 7 N/S CORKERY ST PL M9; LT 8 N/S CORKERY ST PL M9 SAVING
AND EXCEPTING THE ROW OF THE NORTHERN AND PACIFIC JUNCTION RAILWAY
SHOULD IT PASS THROUGH THE SAID LAND AS RESERVED IN THE ORIGINAL PATENT
FROM THE CROWN; S/T BY-LAW 55 AND RETURNS OF THE CORPORATION OF THE
TOWNSHIP OF HIMSWORTH FOR THE PURPOSE OF ENABLING THE TRUSTEES OF
SCHOOL SECTION NUMBER SIX TO BUILD A SCHOOL HOUSE AND AUTHORIZING THE
RAISING OF THE SUM OF \$1300.00 REPAYABLE WITH INTEREST AT SIX PER CENT PER
ANNUM IN TWELVE ANNUAL INSTALMENTS OF \$155.08; POWASSAN

SECONDLY: PCL 14412 SEC NS; PT LT 25 CON 3 HIMSWORTH PT 1 42R7276; POWASSAN

FILE NO. 22-03

A handwritten signature in black ink, consisting of a stylized, cursive letter 'P' followed by a horizontal line extending to the right.

SCHEDULE "B"
TO EXTENSION AGREEMENT

PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:

	Payment Due Date	Payment Amount
1	June 15, 2023	\$25,000.00
2	July 15, 2023	\$16,500.00
3	August 15, 2023	\$16,500.00
4	September 15, 2023	\$16,500.00
5	October 15, 2023	\$16,500.00
6	November 15, 2023	\$16,500.00
7	December 15, 2023	\$50,000.00
8	January 15, 2024	\$16,500.00
9	February 15, 2024	\$16,500.00
10	March 15, 2024	\$16,500.00
11	April 15, 2024	\$16,500.00
12	May 15, 2024	\$16,500.00
13	June 15, 2024	\$40,000.00

