

MUNICIPAL CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 03-06-120

BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF A TAX ARREARS EXTENSION AGREEMENT PURSUANT TO SECTION 378
OF THE MUNICIPAL ACT, 2001.

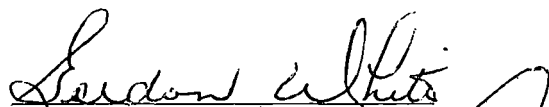
WHEREAS the Corporation of the Township of Whitewater Region has registered on the 5th day of July 2002 a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this by-law.


AND WHEREAS section 378 of the Municipal Act, 2001 provides that a municipality may by by-law authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of the land extending 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 Township of Whitewater Region ENACTS AS FOLLOWS:

1. THAT an agreement be entered into by the Corporation with Eric John Edward St. Amour and Karen Ann St. Amour, the Owners of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid beyond July 5, 2003.
2. THAT the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "B" attached hereto and forming part of this by-law.
3. THAT the Reeve and C.A.O. / Clerk be authorized to enter into the agreement on behalf of the Corporation.
4. AND THAT this by-law become effective as of the date of the final passing hereof.

Read a First, Second and Finally passed on the Third Reading, this 18th day of June, 2003.


Reeve, Gordon White


C.A.O. / Clerk, Dean Sauriol

SCHEDULE "A"
TO BY-LAW # 03-06-120

Description of the Land:

Lot 217, Plan 151; Westmeath; now the
Township of Whitewater Region,
being all of PIN 57195-0036(LT).

SCHEDULE "B"
TO BY-LAW # 03-06-120

THIS AGREEMENT made in triplicate the 6th day of June 2003, BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
Hereinafter called the "Corporation"

- and -

ERIC JOHN EDWARD ST. AMOUR
and
KAREN ANN ST. AMOUR
Hereinafter called the "Owner"

WHEREAS the Owner is the owner of the land in the Township of Whitewater Region described in Schedule "A" attached hereto and forming part of this Agreement.

AND WHEREAS the Owner's lands is in arrears of taxes on the 31st day of **December, 2001** in the amount of **\$3,263.91** and a tax arrears certificate was registered in the Land Titles Office on the 5th day of **July, 2002** in respect of the Owner's land.

AND WHEREAS under section 378 of the Municipal Act, 2001, a municipality may by by-law, authorize an extension agreement be entered into by the Corporation with an Owner to extend the period of time in which the cancellation price in respect to the Owner's land is to be paid.

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:

5. The Owner agrees to pay to the Corporation the sum of **fifteen hundred dollars (\$1,500.00)** by July 8th and continue to pay the sum of **twelve hundred dollars (\$1,200.00)** on the 8th day of each and every month commencing on the 8th day of August 2003, to and including the 8th day of November 2003.
6. In addition to paying the amounts provided for in Clause 1, the Owner agrees to pay all taxes levied on the land as they become due during the tenor of this Agreement.
7. 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 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 set out in clauses 1 and 2, during the time this Agreement is in force so long as the Owner is not in default hereunder.
8. In the event the Owner defaults in any payments required by this Agreement, this Agreement upon notice being given to the Owner by the Corporation, 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.
9. Immediately upon the Owner making all the payments required under paragraphs 1 and 2, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect of the said lands.
10. Notwithstanding the provisions of paragraphs 1 and 2, 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.
11. This Agreement shall extend to and be binding upon and ensure to the benefit of the Parties and to their respective heirs, successors and assigns.

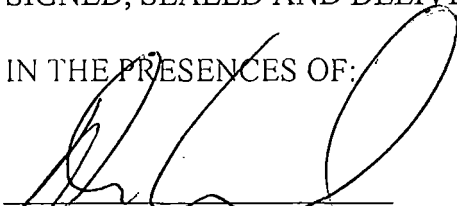
12. If any paragraph or part of paragraphs in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
13. Any notice required to be given to the Owner hereunder shall be sufficiently given if sent by registered post to the Owner at the following address:

Eric John Edward St. Amour
Karen Ann St. Amour
530 Graham St.
General Delivery
Westmeath, ON
K0J 2L0

In WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper officers.

SIGNED, SEALED AND DELIVERED

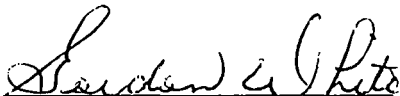
IN THE PRESENCES OF:



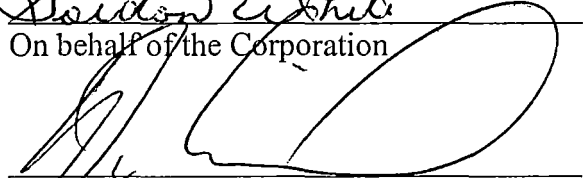
Witness



On behalf of the Corporation



Witness



On behalf of the Corporation

Witness

OWNER, Eric John Edward St. Amour

Witness

OWNER, Karen Ann St. Amour