

THE CORPORATION OF THE  
TOWN OF PELHAM  
BY-LAW #2340 (2001)

Being a by-law to authorize the execution of a tax  
arrears extension agreement pursuant to Section 8 of  
the Municipal Tax Sales Act, R.S.O. 1990, Chapter  
M.60.


WHEREAS the Corporation of the Town of Pelham has registered on the 7<sup>th</sup>.  
Day of November, 2001, a tax arrears certificate against the land described in Schedule "A" attached  
hereto and forming part of this by-law;


AND WHEREAS section 8 of the Municipal Tax Sales Act, R.S.O. 1990,  
Chapter M.60 provides that a municipality may by by-law authorize an agreement with the owner  
of such land 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  
TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT an agreement be entered into by the Corporation with Gary Edward  
Janeway and Alice Josephine Janeway, 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 December 17, 2001.
- (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 Mayor and Treasurer be authorized to enter into the agreement on  
behalf of the Corporation.
- (4) THAT this by-law becomes effective as of the date of the final passing  
hereof.

READ A FIRST, SECOND AND THIRD TIME  
AND FINALLY PASSED BY COUNCIL THIS  
17<sup>th</sup>. DAY OF DECEMBER, 2001 A.D.

  
MAYOR

  
CLERK

SCHEDULE "A"  
TO  
BY-LAW #2340 (2001)

DESCRIPTION OF THE LAND:

In the Town of Pelham, in the Regional Municipality of Niagara;  
Part Lot 11, Concession 9  
And more particularly described as Part 1 on Registered Plan 59R-3050  
1165 Cream Street

Assessment Roll No. 27-32-010-014-095-02-0000

SCHEDULE "B"  
TO  
BY-LAW #2340 (2001)

THIS AGREEMENT made in triplicate this 17th. Day of DECEMBER, 2001 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF  
PELHAM,

Hereinafter called the "Corporation"

- and -

GARY EDWARD JANEWAY & ALICE  
JOSEPHINE JANEWAY, Owners of the land,

Hereinafter called the "Owners".

WHEREAS the Owners of the land in the Town of Pelham described in  
Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owners' land is in arrears of taxes on the 31<sup>st</sup>. Day of  
December, 2000, in the amount of \$10,460.76, and a tax arrears certificate was registered in the  
Registry Office (or Land Titles) Office on the 7<sup>th</sup>. Day of November, 2001 in respect of the Owners'  
land;

AND WHEREAS under Section 8 of the Municipal Tax Sales Act, R.S.O.  
1990, Chapter M.60, 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:

- (1) The Owners agree to pay to the Corporation the sum of \$3,300.00 on  
presentation of this Agreement and will pay the balance of all arrears by  
paying the sum of \$1,000.00 per month beginning March, 2002 and every  
three months thereafter until all outstanding taxes and costs are paid in full.  
That post-dated cheques be received for all monthly payments.
- (2) In addition to paying the amounts provided for in Clause (1), the Owners  
agree to pay all taxes levied on the land as they become due during the tenure  
of this Agreement.

- (3) Notwithstanding any of the provisions of this Agreement, the Municipal Act, R.S.O. 1990, Chapter 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 set out in Clauses (1) and (2), during the time this Agreement is in force so long as the Owners are not in default hereunder.
- (4) In the event the Owners default in any payments required by this Agreement, this Agreement upon notice being given to the Owners by the Corporation, shall be terminated and the Owners 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 Owners.
- (5) Immediately upon the Owners making all 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.
- (6) Notwithstanding the provisions of paragraphs (1) and (2), the Owners 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.
- (7) 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.
- (8) If any paragraph or part of the 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.
- (9) Any notice required to be given to the Owners hereunder shall be sufficiently given if sent by registered post to the Owners at the following address:

Gary Edward Janeway  
Alice Josephine Janeway  
1165 Cream Street  
R. R. #5  
Fenwick, Ontario  
L0S 1C0

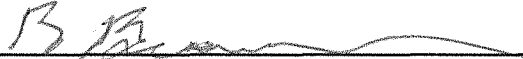
IN WITNESS WHEREOF the Owner has hereunto set her hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper officers.

SIGNED, SEALED AND DELIVERED

- In the Presence of -



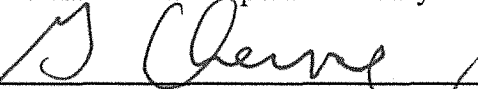
Witness



On behalf of the Corporation - Mayor



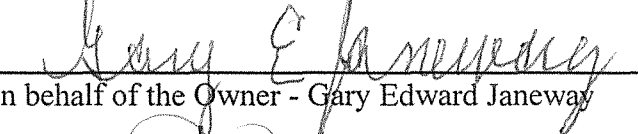
Witness



On behalf of the Corporation - Treasurer



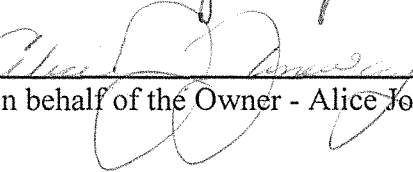
Witness



On behalf of the Owner - Gary Edward Janeway



Witness



On behalf of the Owner - Alice Josephine Janeway