

THE CORPORATION OF THE TOWN OF MATACHEWAN

BY-LAW NUMBER 2024-40

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 Township of Matachewan enacts as follows:


1. The municipal Treasurer/designate is authorized to negotiate and execute tax extension agreements on behalf of the Corporation of the Township of Matachewan. The authority is subject to the following limitations:
2. 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
3. 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;
4. 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.
5. The following positions at the Corporation of the Township of Matachewan are identified as designates for the purpose of this by-law;
 - a. Clerk Treasurer
 - 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 17th day of July, 2024.

READ a THIRD time and **FINALLY PASSED** this 17th day of July, 2024.


Mark Stickel,
Mayor


Cheryl Swanson,
Clerk

COMMISSIONERS OF THE GENERAL LAND OFFICE

WHEREAS, the State of Texas has a large area of public lands, and it is the policy of the State to dispose of these lands in the most beneficial manner to the State and its people;

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TO THE COMMISSIONERS OF THE GENERAL LAND OFFICE
STATE OF TEXAS

THE CORPORATION OF THE TOWN OF MATACHEWAN

BY-LAW NUMBER 2024-40

EXTENSION AGREEMENT

THIS AGREEMENT made in triplicate this 17th day of July, 2024.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN
(Hereinafter called the "Corporation")

OF THE FIRST PART;

- and -

Michael Romain

(Hereinafter called the "Owner")

OF THE SECOND PART;

WHEREAS Michael Romain is the Owner of the land in the Corporation of the Township of Matachewan described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner of the land and is in arrears of taxes on the 17th day of July, 2024 in the amount of \$15,899.26 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 2nd day of August, 2023 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 of 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:

The Corporation will extend to August 30, 2025 the payment period for the cancellation price payable in respect of the land.

The Owner will make payments to the Corporation in accordance with Schedule "B" attached hereto.

In addition to paying the amounts provided for in paragraph 2, the Owner to pay: all further taxes levied on the land as they become due and payable during the term of this Agreement; and not later than 15 days following the due date of the last payment under paragraph 2, such additional amount, if any, as is necessary to bring the total amount paid under this Agreement up to the amount of the cancellation price payable in respect of the land.

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.

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.

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.

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.

This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.


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.

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:

P.O. Box 213
Matachewan, ON
P0K 1M0

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
TOWNSHIP OF MATACHEWAN




TREASURER

Signed at the Corporation of the Township of Matachewan this 17th day of July, 2024.



Witness



Owner

SCHEDULE "A"
TO EXTENSION AGREEMENT DESCRIPTION OF THE LAND:

173 Moyneur Avenue
Plan M108T, Lot 159A, Lot 160A PCL 15252SST

SCHEDULE "B"
TO EXTENSION AGREEMENT
PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:

1. **\$1324.94 to be paid on the 30th day of each and every month commencing on the 30th day of August, 2024 with final payment on the 30th day of August, 2025.**
2. **All taxes for 2024 and 2025 when due and payable.**
3. **All water bills when due and payable during the period of this extension agreement.**