

THE CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER 193-2023

A By-law to authorize entering into an Extension Agreement pursuant to S 378 of the *Municipal Act*.

The Corporation of the City of Vaughan has registered a tax arrears certificate on December 2nd, 2022, against the land described in Schedule "A" attached hereto and forming part of this By-law,

AND WHEREAS section 378 of the *Municipal Act* provides that after the registration of the tax arrears certificate and before the expiry of a period of one (1) year following the date of registration of the tax arrears certificate, a municipality may, by a by-law, authorize an extension agreement with an owner of the land, the spouse of the owner, a mortgagee, a tenant in occupation of the land or any person the treasurer is satisfied has an interest in the land, extending the period of time in which the Cancellation Price in respect of the land is to be paid,

NOW THEREFORE, the Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

1. THAT an agreement be entered into by the Corporation with Sheldon and Nina Katzman the owners of the lands described in Schedule "A", to extend the time period in which the Cancellation Price payable on this land is to be paid beyond December 2nd, 2023.
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 Clerk be authorized to execute the agreement on behalf of the Corporation of the City of Vaughan.
4. THAT this by-law becomes effective on the date set out below.

Voted in favour by City of Vaughan Council this 12th day of December, 2023.

Steven Del Duca, Mayor

Todd Coles, City Clerk

DRAFT

Authorized by Item No. 2 of Report No.52 of the Committee of the Whole.
Report adopted by Vaughan City Council on Tuesday December 12, 2023.
City Council voted in favour of this by-law on December 12, 2023.
Approved by Mayoral Decision MDC 008-2023 dated December 12, 2023.
Effective Date of By-Law: December 12, 2023.

ATTACHMENT "A"

Description of the Land:

Roll Number:	1928 000 213 80325 0000
Municipal Address:	2 PULLMAN RD
Legal Description:	PLAN 65M4253 LT 125

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SCHEDULE "B"

to By Law No. 193-2023

THIS AGREEMENT made the _____ day of _____, 20____,

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN, hereinafter called the "Corporation"

-and-

SHELDON KATZMAN and NINA KATZMAN, Owners of the land, hereinafter called the "Owners"

WHEREAS Sheldon Katzman and Nina Katzman are the Owners of the land in the City of Vaughan described in Schedule "A" attached hereto and forming part of this Agreement.

AND WHEREAS the land was in arrears of taxes on January 1st in the third year following that in which the real property taxes became owing and a tax arrears certificate was registered in the Land Registry Office #65 on December 2nd, 2022, in respect of the lands.

AND WHEREAS by email dated October 23, 2023, the Owners requested a tax arrears extension agreement to facilitate the payment plan for the Cancellation Price as defined below.

AND WHEREAS the Cancellation Price is an amount equal to all tax arrears owing at any time in respect of land together with all current real property taxes owing, interest, and penalties thereon, and all costs incurred by the Corporation after the registration of the Tax Arrears Certificate under s.373 of the *Municipal Act*.

AND WHEREAS section 378 of the *Municipal Act* provides that a municipality by a by-law may authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee, a tenant in occupation of the land or any person the treasurer is satisfied has an interest in the land, extending the period of time in which the Cancellation Price is to be paid.

NOW THEREFORE 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 \$10,500, payable on or before the 30th day of each and every month commencing with January 2024 to and including November 2024, with the balance as of December 1st, 2024, to be paid in full on or before December 31st, 2024. Further, the Owners agree to pay the 2024 levy in full as each billing instalment becomes due and payable.
2. All payments received will be applied against the late payment charges and any applicable cost owing in respect of those taxes according to the length of time the charges have been owing, with the charges imposed earlier being discharged before charges imposed later. The payment shall then be applied against the taxes owing according to the length of time they have been owing, with the taxes imposed earlier being discharged before taxes imposed later.
3. The Corporation agrees to accept any additional monies, over and above the requirements of clause 1 and clause 2, at any time during the term of this agreement.
4. Notwithstanding any of the provisions of this Agreement, the *Municipal Act* shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer 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 clause 1, and clause 2, during the time this Agreement is in force so long as the Owners are not in default hereunder.

5. In the event the Owners sell the Subject Property prior to December 31st, 2024, the balance of the Cancellation Price shall become immediately due and payable on the business day immediately preceding the date of closing of the sale.

6. In the event the Owners default in respect of any payments required by this Agreement, this Agreement upon notice being given by the Corporation, shall be terminated and the property shall be placed in the same position it was in 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.

7. Immediately upon all the payments required under paragraphs 1 and 2 being received, this Agreement shall be terminated and, the Treasurer shall immediately register a tax arrears cancellation certificate in respect of said lands.

8. Notwithstanding any provision of this agreement, any person may pay the Cancellation Price at any time. Upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall immediately register a tax arrears cancellation certificate.

9. 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.

10. 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.

11. Any notice required to be given hereunder shall be sufficiently given if sent by registered mail to the following address:

For the Corporation: City of Vaughan, Financial Services
2141 Major Mackenzie Drive
Vaughan ON L6A 1T1

For the Owners: Sheldon and Nina Katzman
2 Pullman Rd
Vaughan ON L6A 0T7

Signed by the Owners in the presence of:

Sheldon Katzman:

Per: _____
Sheldon Katzman, Owner

Per: _____
Witness, Cristina Falvo
City of Vaughan

Nina Katzman:

Per: _____
Nina Katzman, Owner

Per: _____
Witness, Cristina Falvo
City of Vaughan

The Corporation of the City of Vaughan:

Per: _____
Steven Del Duca, Mayor

Per: _____
Todd Coles, City Clerk