

BY-LAW NO. 6-85

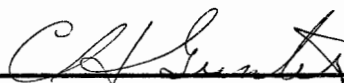
A BY-LAW to authorize the execution of an agreement between the Corporation of the County of Hastings and the Corporation of the Township of Wollaston providing for the collection of Tax Arrears and the power to sell land.

AND WHEREAS an ACT respecting the Sale of Lands for arrears of Municipal Taxes, Section 17, provides that the Council of any County may by BY-LAW enter into an agreement with any local municipality within the County authorizing the County Treasurer to perform the duties of a Treasurer under the Act in respect of land within the local Municipality:

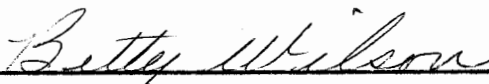
THEREFORE the Council of the Corporation of the Township of Wollaston orders and enacts:

- A (1) That the Reeve and Clerk are hereby authorized to execute the agreement as attached.
- (2) That the Tax Collector is authorized a delay of one and a half years before the return of the roll to the County.

Passed in Council this 11th day of FEBRUARY, 1985.



Reeve, C.H. Gunter



Clerk-Treas. Betty Wilson

This Agreement made in triplicate this 11th day of February, 1985.

Between:

The Corporation of the County of Hastings, hereafter referred to as the "County".

OF THE FIRST PART

AND :

The Corporation of the Township of Wollaston, hereafter referred to as the "Township",

OF THE SECOND PART

WHEREAS Section 17 of the Municipal Tax Sales Act, S.O. 1984, Chapter 48, provides that the Council of the County may authorize an agreement to be entered into between a local municipality and the County to provide for the administration of functions required under the said Act:

AND WHEREAS by Bylaw #85-14, the Council of the Corporation of the County of Hastings has authorized and directed its appropriate officers to enter into this Agreement;

NOW WHEREFORE the Parties hereto agree that in consideration of the above and the mutual covenant thereafter agreed to, the Parties hereto agree as follows:

- (1) In this Agreement
 - (a) reference to "the Act" shall mean the Municipal Tax Sales Act, Chapter 48, Statutes of Ontario 1984,
 - (b) reference to "the County Treasurer" shall mean the treasurer of the County of Hastings
 - (c) reference to the "Township Treasurer" shall mean the treasurer of the Township of Wollaston.....
 - (d) "Tax arrears" mean any real property taxes, as defined in the Act, placed on or added to a collector's roll that remain unpaid on the first day of January in the year following that in which they were placed on or added to the roll.
- (2) The County Treasurer shall perform all the duties of a treasurer specified under the Act.
- (3) The Township Treasurer shall submit a declaration and a list, indicating those properties against which tax arrears have accrued.
- (4)
 - (a) The declaration and the list referred to in Section 3 shall be submitted to the County Treasurer before July 15, in the second year following the year in which they were owing.
 - (b) By January 15 of the year following that in which real property taxes became owing, the list referred to in Section 4 (a) above will be updated by the local treasurer, to include all tax arrears and penalty to date and returned to the County.
- (5) Upon submission of the declaration of the list, referred to in Section 3 & 4, the Township Treasurer shall not undertake any further action to recover tax arrears that have been submitted to the County Treasurer.
- (6) When a property located within the Township is advertised for sale by the County Treasurer, the County Treasurer shall send a copy of the advertisement to the Township for the information of its council.

- (7) Where, at a public sale, the County Treasurer does not receive a bid or receives bids that are less than the cancellation price, as defined in the Act, the County Treasurer shall prepare and register, in the name of the Township or Village, a Notice of Vesting, in the prescribed form, and all costs incurred by the County Treasurer under this Section shall be paid by the Township
- (8) The County Treasurer shall pay the proceeds of any sale, minus the cancellation price as defined in the Act, into the District Court within..60....days of the date of the sale and shall notify the Township of the date of the payment, the amount of the payment, and to which property the proceeds pertain.
- (9) Within..60....days of the date of the sale, the County Treasurer shall pay an amount to the Township equal to that portion of the cancellation price, as advertised, for current taxes, if any, tax arrears and the penalties and interest thereon, less administration charges as stated in Section 11.
- (10) The Township Treasurer shall, under the request of the County Treasurer, provide information regarding current taxes and penalties thereon in a form suitable to the County Treasurer.
- (11) The administration costs to be recovered by the County Treasurer shall be 5% of all sums collected by the County Treasurer forming part of the cancellation price. The collection fee will be reviewed two years from date of this agreement.
- (12) Upon being notified of the payment mentioned in Section 8 the Township shall be responsible for determining any entitlement by the Township or Village to the unclaimed proceeds.
- (13) A request for an extension agreement must be requested by a local council, which party to this agreement and upon receipt of said request the County will give it due consideration. The Council of the County may then by by-law authorize an extension agreement with the owner of the lands against which a tax arrears certificate has been registered in accordance with the Act.
- (14) The Council of the County or the Council of the Township may by by-law cancel this Agreement.
- (15) The council that passes a by-law to cancel this Agreement shall give reasonable notice to the other council and shall send a certified copy of said by-law by registered mail to the Treasurer of the other municipality.

(16) This Agreement shall come into force and take effect on
February, 11, 1985
.....

IN WITNESS WHEREOF the Corporation of the County of
Hastings, and the Corporation of the Township of
.....Wollaston..... have caused their Corporate Seals to
be hereunto affixed, attested by their proper officers.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

On behalf of the County

Witness

Clerk of the County

Witness

On behalf of the Township/

Witness

Clerk of the Township/

Geraldine Woodbeck

John Daveler

Geraldine Woodbeck

Carl F. Peterson

Cl. Hunter

Betty Wilson

BY-LAW NO. 6-85

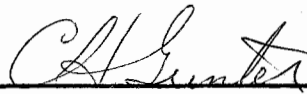
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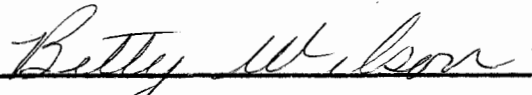
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Reeve, C.H. Gunter



Clerk-Treas. Betty Wilson

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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

David Souler

On behalf of the County

Witness

Carl S. Paton

Clerk of the County

Suzaldene Woodbeck

Witness

C. Hunter

On behalf of the Township

Suzaldene Woodbeck

Witness

Betty Wilson

Clerk of the Township

THIRD READING

No. 6-85

COUNCIL OF _____ SESSION, February 11 1985

Moved by L. Delaney Seconded by R. Hender

That a By-law to authorize the execution of an agreement between the Corporation of the County of Hastings and the Corporation of the Township of Wollaston providing for the collection of tax arrears and the power to sell land and including Clause A1^{bw} stipulating a delay of 1 1/2 yrs. before return of the Roll to as reported by the Committee of the Whole be read a third time, passed and numbered _____ County. and that the said by-law be signed by the _____ and clerk, sealed with the seal of the Corporation, and be engrossed in the By-law Book.

Carried.

L. Hunter

SECOND READING

No. 6-85

COUNCIL OF _____ SESSION, February 11 1985

Moved by Noris Danford Seconded by A. Purdy

That a By-law to authorize the execution of an agreement between the Corporation of the County of Hastings and the Corporation of the Township of Wollaston providing for the collection of tax arrears and the power to sell land and including Clause A2^{bw} stipulating a delay of 1 1/2 yrs. before return of the Roll be read a second time and be referred to a committee of the whole council. to County.

Carried.

L. Hunter

FIRST READING

No. 6-85

COUNCIL OF Wollaston SESSION, Feb 11 1985

Moved by R. Hender Seconded by N. Danford

That a By-law to authorize the execution of an agreement between the Corporation of the County of Hastings and the Corporation of the Township of Wollaston providing for the collection of tax arrears and the power to sell land including clause A2 stipulating a delay of 1 1/2 years before return of the Roll to the County. be received and read a first time.

Carried.

L. Hunter

No. 426— MUNICIPAL WORLD LIMITED, ST. THOMAS, ONT.

BY-LAW NO. 6-85

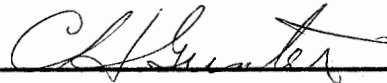
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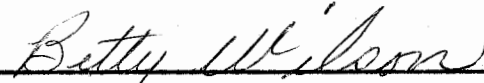
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