

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

**BY-LAW NO. 2025-27**

A By-law to authorize a Tax Arrears Extension Agreement

**WHEREAS** Section 378 of the Ontario 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 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 such land to extend the period of time in which the cancellation price in respect of the Owner's land is to be paid;

**AND WHEREAS** Council has by By-Law 2021-13 as amended delegated the authority to the Clerk and Treasurer to approve and execute such extension agreements on behalf of the Town of Wasaga Beach where the total arrears balance is under \$30,000.

**AND WHEREAS** the Clerk and Treasurer have reviewed and approved a Tax Arrears Extension Agreement with respect to the lands described therein which falls within the \$30,000 threshold, and a copy of the said Agreement is attached as Schedule A;

**Now, therefore, be it resolved that Council of the Town of Wasaga Beach enact as follows:**

1. That the Tax Arrears Extension Agreement attached as Schedule A and forming part of this By-law is hereby authorized.
2. This By-law shall come into force and take effect upon the final passing thereof.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 25th DAY OF JUNE, 2025.**

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

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Brian Smith, Mayor

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Nicole Rubli, Clerk

SCHEDULE "A"  
To By-Law No. 2025-27

**EXTENSION AGREEMENT**

THIS AGREEMENT made this 19<sup>th</sup> day of June 2025.

BETWEEN:

THE CORPORATION OF THE TOWN OF WASAGA BEACH  
(Hereinafter called the "Corporation")

OF THE FIRST PART;

- and –

FRANCA MAUTI  
(Hereinafter called the "Owner")

OF THE SECOND PART;

WHEREAS FRANCA MAUTI is the Owner of the land in the Town of Wasaga Beach described in Schedule "A" attached hereto and forming part of this Agreement;

AND WHEREAS the Owner is in arrears of taxes on the 30th day of April, 2025 in the amount of \$16,664.87 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 5th day of July, 2024 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 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:

1. The Corporation will extend to March 31<sup>st</sup>, 2026, the payment period for the cancellation price payable in respect of the land.
2. The Owner will make payments to the Corporation in accordance with Schedule "B" attached hereto.
3. Included in the amounts provided for in paragraph 2, the Owner agrees to pay:
  - a. all further taxes and penalties levied on the land during the term of this Agreement; and
  - b. not later than 30 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.
4. 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.
5. 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.
6. Immediately upon the Owner or any other person making all the payments as scheduled 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.
7. 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.
8. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
9. 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.

10. Any notice required to be given to the Owner hereunder shall be sufficiently given if sent by registered mail or through a courier service to the Owner at the following address:

2176 SHORE LANE  
WASAGA BEACH ON L9Z 2X6

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  
TOWN OF WASAGA BEACH

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER AND  
TREASURER

\_\_\_\_\_  
CLERK

Signed at the Town of Wasaga Beach this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness Name Printed

\_\_\_\_\_  
Owner Name Printed

**SCHEDULE "A"**  
**TO EXTENSION AGREEMENT**

**DESCRIPTION OF THE LAND:**

Roll Number        4364 010 016 14430

Municipal Address 2176 Shore Lane, Wasaga Beach ON

Description        PT LT 26, PL 685, PT 4 5131441; SIMCOE

**SCHEDULE "B"**  
**TO EXTENSION AGREEMENT**

**PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:**

Payments of \$2,000.00 per month due by the last day of each month from June 2025 to March 2026.

Payments to be made through postdated cheques or through a Preauthorized Payment Plan.