

THIS AGREEMENT made this 26th day of October 2015.

BETWEEN:

THE FORT FRANCES CURLING CLUB

(Referred to as the “Owner”)

- a n d -

THE CORPORATION OF THE TOWN OF FORT FRANCES

(Referred to as the “TOWN”)

Section 1. Recital

- 1.1 The Fort Frances Curling Club is the registered owner of the property
 - a) Municipally known as 300 Eighth Street E.
 - b) Legally described as Part SW ¼ of Section 28 Plan 48R3274, Parts 3 & 4, Parcel 25503
 - c) Identified with the Town by Assessment Roll Number 5912 010 007 26710 0000.
- 1.2 The Owner has fallen into arrears in payment of property taxes with respect to the Owners land and requested a resolution of the outstanding taxes owing on the property.

Section 2. Resolution

- 2.1 At the meeting of Council held on Tuesday October 13, 2015 a resolution was passed being “THAT the report dated October 7, 2015 from L. Witherspoon, Treasurer re: Fort Frances Curling Club Request be approved which authorizes staff to proceed with the necessary steps to enact the agreed provisions with the Fort Frances Curling Club as outlined in the report.”

The approval of Treasury Report 2015/103-A authorized staff to proceed with the necessary steps to enact the agreed provisions with the Fort Frances Curling Club as listed in the report.

Section 3. Terms of Agreement

- 3.1 That the Fort Frances Curling Club make a \$5,000.00 payment on or before October 30, 2015.
- 3.2 That the approved 2015 Charity rebate in the amount of \$8,203.81 be applied against the outstanding taxes.
- 3.3 That a Council Public Relations Grant equal in value to the 2014 and 2015 Penalty and Interest owing be applied against the outstanding taxes.
- 3.4 Enter into a payment schedule Agreement for the remaining outstanding tax amount of \$15,243.51, in a non-interest manner, to be paid in equal payments over 18 months starting repayment on November 30, 2015 as outlined in Appendix ‘A’ attached hereto and forming part of this by-law.
 - 3.4.1 This Agreement does not preclude the payment of the balance in full, at any time, by the Fort Frances Curling Club and such payment shall terminate this Agreement.

- 3.4.2 In the event that the Fort Frances Curling Club defaults in respect of any payments required by this Agreement, the amount owing in default shall be subject to interest in accordance with the maximum interest charges allowable, as provided for in the Municipal Act, and the interest shall be charged back to the due date of the last payment and for each month that the payment amount is in default.
- 3.5 The expectation going forward is that all taxes will be kept current.
- 3.6 If any notice is required to be given by the Town to the Owner under or by this Agreement, such notice shall be mailed to or delivered to the Fort Frances Curling Club at the following address:
- P.O. Box 27
Fort Frances, Ontario P9A 3M5
- or such other address of which the Owner has notified the Town in writing, and any such notice mailed or delivered to such address shall be deemed good and sufficient notice under the terms of the Agreement.
- 3.7 If any paragraph or part of paragraphs in the Agreement be illegal or unenforceable, it or they shall be considered separate and severable from this 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.
- 3.8 This Agreement shall extend to and be binding upon and the benefit of the Parties and to their respective heirs, successors and assigns.

IN WITNESS of the Agreement to the above Terms of Agreement, the Parties have signed or have caused the appropriate and fully authorized signing officers noted below to execute this document and deliver it.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Fort Frances Curling Club

Witness

per _____
President

Witness

per _____
Vice-President
I/We have the authority to bind the Organization

The Corporation of the Town of Fort
Frances

per _____
R. Avis, Mayor

per _____
E. Slomke, Clerk
I/We have the authority to bind the Corporation