

# Appendix "C" Sample Agreement

This agreement ("Inter-Municipal POA Fine Collection Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BETWEEN:

THE CORPORATION OF THE •  
(the "Municipality")

-and-

THE REGIONAL MUNICIPALITY OF YORK  
(the "Region")

WHEREAS Section 441.1 of the *Municipal Act, 2001*, S.O. 2001, c.25 permits a local municipality to add any part of a fine for a commission of a provincial offence that is in default under section 69 of the *Provincial Offences Act*, R.S.O. 1990, c.P.33 (each a "Defaulted Fine") to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the Defaulted Fine (the "Defaulting Property Owners") and collect it in the same manner as municipal taxes at the request of a municipality that has entered into a transfer agreement with the Attorney General under Part X of the *Provincial Offences Act*;

AND WHEREAS the Region entered into a transfer agreement with the Attorney General on •;

AND WHEREAS the Region and the Municipality (collectively referred to as the "Parties") wish to formalize arrangements so that the Municipality may add Defaulted Fines to its tax rolls at the Region's request and wish to share any revenue collected in accordance with the terms set out in this Agreement;

NOW THEREFORE the Parties agree as follows:

## Requests

1. Subject to applicable law, when the Region wishes the Municipality to add any Defaulted Fine to the tax roll for any property in the Municipality owned by Defaulting Property Owners, it may do so by providing the Municipality details on the Defaulted Fine and the property including:
  - a. the address of any property owned by the Defaulting Property Owners and the applicable MPAC roll number; and
  - b. the applicable Offence number and Defaulted Fine amount to be added to the tax roll applicable to the subject property
2. When the Municipality receives a request from the Region to add the amount of a Defaulted Fine to the tax roll, it shall add the amount to the tax roll applicable to any property in the municipality for which the Region confirms that all of the owners are responsible for paying the Defaulted Fine.

### **Payments, Fees and Interest**

3. The Municipality may add any fee to the tax roll that the Municipality charges under its by-law for adding amounts to the tax roll and may charge any interest that the Municipality charges under its by-law for amounts collected in the same manner as municipal taxes.
4. The Municipality shall, within 30 days of adding the Defaulted Fine to the tax roll, provide written notice to the Defaulting Property Owners responsible for paying the Defaulted Fine, of the amount added to the tax roll and the amount of any applicable fees and interest that may accrue under the Municipality's by-law.
5. The Municipality shall review tax rolled accounts quarterly and shall report and remit to the Region the amount of any Defaulted Fines paid by Defaulting Property Owners.
6. The Region shall review tax rolled accounts quarterly and shall report to the Municipality the amount of Defaulted Fines paid by Defaulting Property Owners and the Municipality shall remove any such amounts paid from the tax roll.
7. The Municipality may collect and retain from the Defaulting Property Owners any fee it charges for adding Defaulted Fines to the tax roll and it may collect and retain any interest it charges the Defaulting Property Owners on any amount.

### **Recovery and Short-fall**

8. The Municipality may apply amounts it receives either from Defaulting Property Owners or through a tax sale to outstanding property taxes, Defaulted Fine amounts and other charges on the tax roll in accordance with applicable legislation and the Municipality's by-laws and policies.
9. If the Region receives payment for a Defaulted Fine after receiving payment for the Defaulted Fine from the Municipality, the Region shall pay any excess amount to the Municipality, and the Municipality shall credit the amount of the overpayment to the applicable tax roll.

### **Accounting**

10. The Parties shall, during the term of this Agreement and for four years following the termination of this Agreement, maintain detailed and accurate accounts, records, books and data of all financial transactions undertaken by them pursuant to this Agreement, prepared in accordance with generally accepted accounting principles. Such records shall be available for review or audit by any party to this Agreement, during the term of this Agreement and for four years following the termination of this Agreement.

### **Errors and Omissions**

11. In the event that either party becomes aware of any error, inaccuracy or omission in any transaction, report or notice that party shall provide written notice of such error, inaccuracy or omission to the other party and/or the Defaulting Property Owners, as may be appropriate in the circumstances. In no event will a party be liable or responsible for any damages resulting from the errors, inaccuracies or omissions of the other party.

## Notice

12. Any notice required in this Agreement shall be in writing and shall be effective if:
  - a. Delivered personally;
  - b. Sent by mail; or
  - c. Sent by facsimile or email.
13. All notices and other communications shall be given to the parties at the following addresses:

**The Corporation of the City of •**  
[address]

Attention: [title]  
Facsimile: [number]  
Email: [email]

**The Regional Municipality of York**  
Provincial Offences Court

Attention: Supervisor, POA Collections  
Facsimile:  
Email:

14. Any party may change any particulars of its address for notice by written notice to the other party.

## Termination

15. This Agreement shall continue as long as it is permitted by provincial legislation.
16. Either party may terminate this Agreement for convenience by providing thirty (30) days written notice to the other party.
17. Any amounts that are added to the tax roll for any property pursuant to this Agreement prior to the date of termination shall continue to be owed to the Region after termination of this Agreement. The representations, warranties and covenants of the Parties contained in this Agreement survive the termination of this Agreement. For greater certainty, the rights and obligations under section 5, 6, 9, 10, 11 and 17 shall survive upon termination of this Agreement.

## General

18. This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and permitted assigns.

19. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understandings and agreements between the Parties respecting the subject matter contained herein. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.
20. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
21. No party is to be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right is to be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.
22. No change or modification of this Agreement is valid unless it is in writing and signed by each party.
23. In the event that any provision or term of this Agreement is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect.
24. The parties agree that the execution of this Agreement may be facilitated through a facsimile or electronic scanned copy and/or this Agreement may be executed in several counterparts and any such facsimile or electronic scanned copy and any such counterpart shall be deemed to be an original and such facsimile or electronic scanned copies or such counterparts together shall constitute one and the same instrument and shall have the same force and effect as an executed original.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date set out below.

*(SIGNATURE PAGE FOLLOWS)*

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**THE CORPORATION OF THE CITY OF •**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Corporation.

Dated at Newmarket, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**THE REGIONAL MUNICIPALITY OF YORK**

Authorized by  
Delegation Bylaw 2016-3,  
Section 2.1 and Schedule A,  
Item No. 1

\_\_\_\_\_  
Name: Joy Hulton

Title: Regional Solicitor