

1970

c 150 The Town of Fort Erie Act, 1970

Ontario

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CHAPTER 150

An Act respecting the Town of Fort Erie

Assented to June 26th, 1970
Session Prorogued November 13th, 1970

WHEREAS The Corporation of the Town of Fort Erie ^{Preamble} by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The Agreement made between The Corporation of the Town of Fort Erie and the Buffalo and Fort Erie Public Bridge Authority, bearing date the 26th day of January, 1970, set out as the Schedule hereto, is hereby validated and confirmed and declared to be valid and binding upon The Corporation of the Town of Fort Erie and the Buffalo and Fort Erie Public Bridge Authority, and the parties are hereby empowered to carry out and enforce their respective obligations and rights thereunder. ^{Agreement validated}

2. This Act comes into force on the day it receives Royal Assent. ^{Commencement}

3. This Act may be cited as *The Town of Fort Erie Act, 1970*. ^{Short title}

SCHEDULE

AGREEMENT made in triplicate this 26th day of January, 1970.

BETWEEN:

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY
hereinafter called "The Bridge Authority",

OF THE FIRST PART,

—and—

THE CORPORATION OF THE TOWN OF FORT ERIE
hereinafter called "The Corporation",

OF THE SECOND PART.

WHEREAS the Parties hereto desire to continue the present arrangement of determining the taxes payable by the Bridge Authority for a period of seven years;

AND WHEREAS the Parties have agreed that the taxes to be paid by the Bridge Authority to the Corporation in respect of taxation on all the property of the Bridge Authority in the Town of Fort Erie and business assessment in respect thereto for the years, 1970, 1971, 1972, 1973, 1974, 1975, and 1976 shall be as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises hereinafter set forth, the Parties hereto mutually agree as follows:

1. The Bridge Authority shall pay to the Corporation of the Town of Fort Erie for all municipal taxes against the real property, buildings, improvements and structures of the Bridge Authority owned, leased, occupied or managed by it situated in The Town of Fort Erie, and for business assessment, and against the Bridge Authority itself for the years 1970 to 1976 inclusive, the following sums of money namely:

1970.....	\$80,000.00 plus local improvement rates
1971.....	\$81,500.00 plus local improvement rates
1972.....	\$81,500.00 plus local improvement rates
1973.....	\$82,500.00 plus local improvement rates
1974.....	\$82,500.00 plus local improvement rates
1975.....	\$82,500.00 plus local improvement rates
1976.....	\$83,500.00 plus local improvement rates

2. The assessment of the said real property, buildings, improvements and structures acquired, held, leased or managed by the Bridge Authority within the corporate limits of the Town of Fort Erie, including business assessment, and of the Bridge Authority itself, shall, for the purposes of taxation in each year of the years 1970 to 1976, be entered on the Assessment and Collector's Roll of the said Town of Fort Erie in respect of the said years at no higher valuation than will produce the above mentioned sums per annum in the said respective years at the rate or rates in the dollar which shall have been fixed by a by-law or by-laws of the said Corporation for authorizing, levying and collection of rates for the purposes of the municipality and the said valuation shall be held and taken to be the assessed valuation for which, during the said years, the said property, business assessment and Bridge Authority hereinbefore described shall be entered upon the Assessment and Collector's Roll for the purpose of levying and collecting all rates, exclusive of local improvement rates, and it shall be the duty of the Assessor from time to time during the said period to assess the same in accordance with the valuations hereby fixed and for no other or greater sum.

3. The said sums for the respective years set forth in paragraph No. 1 above for each of the said respective years shall be payable to the Corporation each and every year during the term of this Agreement on or before the 30th day of January.

4. The Corporation hereby undertakes and covenants with the Authority to apply at the earliest possible time hereafter for legislation of the Province of Ontario to give full effect to all provisions in this Agreement and to do all acts and things necessary to make the said provisions valid and binding, and will abide by, observe and carry out the same according to the spirit, true intent and meaning thereof.

5. The Authority hereby undertakes and covenants with the Corporation to cooperate with the Corporation to obtain the necessary legislation to give full effect to this Agreement and to make the same valid and binding, it being understood and agreed, however, that the Authority shall not in any way or under any circumstance be responsible for failure on the part of the Corporation to secure the said legislation.

6. That the making of this Agreement and acts of any party hereunder or incidental thereto shall not in any way prejudice the rights in law of any parties during or after the expiration of the term hereof.

7. That all the provisions herein contained shall enure to the benefit of and be binding upon the successors and assigns of each and all of the parties hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate seals the day and year first above written.

SIGNED, SEALED, DELIVERED AND COUNTERSIGNED by the proper officers of the Parties hereto:

BUFFALO AND FORT ERIE PUBLIC
BRIDGE AUTHORITY:

RAY F. WILLSON,
Chairman.

G. WEIR,
Secretary.

THE CORPORATION OF THE TOWN OF
FORT ERIE:

JOHN M. TEAL,
Mayor.

(SEAL)

J. A. SAUER,
Clerk.

