Between:

## The Town of Barrhead of Box 4189, Barrhead, Alberta T7N 1A2 (hereinafter called "the Town") OF THE FIRST PART

-AND-

(hereinafter called "the Landowner")

OF THE SECOND PART

## TAX INSTALLMENT PAYMENT PLAN (TIPP) AGREEMENT & PRE-AUTHORIZED DEBIT

WHEREAS, pursuant to Bylaw 9-2001 and Bylaw 06-2020, the Council of the Town has established the Property Tax Installment Plan, allowing for the payment of taxes by monthly installment; and

WHEREAS, the Landowner wishes to enter into an agreement for the payment of taxes by monthly installments:

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT; for and in consideration of the monthly sum of (hereinafter called "the Installment") paid by the Landowner to the Town, the Town will apply the said sum as Payment for taxes against the parcel(s) legally described as:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_ Tax Roll # \_\_\_\_\_

The Parties agree that the granting of this Agreement is subject to the terms and conditions following:

- 1. Any property Landowner of the Town may enter the Property Tax Installment Plan providing there are no outstanding amounts on the above noted property.
- 2. That for the purpose of determining the amount of taxes upon which the monthly installment may be calculated, the amount of the tax levy and any local improvement charges of the preceding year will be used. Should there be no local improvement charges for the current year, only the amount of the tax levy of the preceding year will be used. For 2022 the current year's taxes will be used.
- 3. That each monthly installment will be due and payable on or prior to the 1st, 16th or 21st day of each month, excepting only the January payment, which will be permitted up to and including the 15th day of January in the Current Tax Year.
- 4. That following the establishment of the property tax rate by the Council of the Town of Barrhead for the current tax year, the Landowner will receive a property tax notice showing the amount of taxes paid, with the balance of taxes owing, or the amount of refund of taxes if such should be the case, as well notification of the adjusted installment for the remainder of the year.
- 5. That the penalty provisions of the Property Tax Rate Bylaw do not apply to Landowners who have entered into this agreement, provided that payments made are in good standing and adhere to terms of this agreement. An NSF fee will be charged for any returned payments.
- 6. No Discounts will apply to regular monthly installments which have been entered into by the Agreement.
- 7. No Landowner will be permitted to prepay taxes other than for the current year.

- 8. There shall be no refund of any payment made under the provisions of this agreement, with the exception of those outlined in Section 4 of this agreement.
- 9. The Landowner shall complete the <u>Authorization for Debit Transfer for Property Tax Payments form</u>, in order for the installment payments to be processed.
- 10. All applications are to be completed at any time between November and December of the year prior to tax levies being determined for the following year, or between January 1 and 15 of the current taxation year.
- 11. This agreement shall stay in effect indefinitely, UNLESS the Landowner provides written notification to the Town to cancel this agreement, <u>OR</u> it is declared null and void, in writing, by the Town for one of the reasons listed below in 12(b) or 12(d), <u>OR</u> the agreement is amended by the Town.
- 12. Should the Landowner not provide any monthly installment, when due, the following will occur:
  - a) That in the event of the first non-payment of an installment prior to the due date of taxes, as set out in the Property Tax Rate Bylaw of the current year, the Landowner will be advised of the default and given the opportunity to continue with the plan.
  - b) Should a second default occur, in the same calendar year, prior to the due date of taxes, this agreement will be considered null and void, and the Landowner shall be subject to the terms and conditions set out in the Property Tax Rate Bylaw.
  - c) That in the event of the first non-payment of any installment after the due date of municipal taxes, a 6% penalty or 50% of the applicable penalty rate in the current years Property Tax Bylaw, whichever is lower, shall be applied to the outstanding installment plan payment and the Landowner shall be given the opportunity to continue with the plan.
  - d) Should a second default occur, in the same calendar year, after the due date of taxes, a 12% penalty or 100% of the applicable penalty rate in the current years Property Tax Bylaw, whichever is lower, shall be applied to the total outstanding balance, this agreement will be considered null and void, and the Landowner shall be subject to the terms and conditions set out in the current years Property Tax Rate Bylaw.

For the Landowner:	For the Town of Barrhead:
Printed Name	Printed Name
(Address)	Box 4189, Barrhead, AB T7N 1A2
(Phone)	780-674-3301
Landowner Signature	Town Representative Signature
(Date)	(Date)



## Town of Barrhead Pre-Authorized Debit (PAD) Authorization for Debit Transfer for Property Tax

## Please complete the Pre-Authorized Debit (PAD) Plan Agreement below.

I/We authorize the Town of Barrhead and the financial institution designated (or any other financial institution that may be authorized at any time) to begin deductions as per my/our instructions for monthly regular recurring payments, for payment of my/our property taxes. Regular monthly payments will be debited to my/our specified account on the \_\_\_\_\_ day of each month (please indicate either the 1<sup>st</sup>, 16<sup>th</sup> or 21<sup>st</sup> of each month). The Town of Barrhead will provide 10 days written notice of any changes to the amount of each regular debit. The Town of Barrhead will obtain my/our authorization for any other one-time or sporadic debits.

This authority is to remain in effect until the Town of Barrhead has received written notification from me/us of its change or termination. This notification must be received at least **five (5) business days** before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my financial institution or by visiting <u>www.cdnpay.ca</u>.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for Reimbursement Claim, or for more information on my recourse rights, I/we may contact my/our financial institution or visit <u>www.cdnpay.ca</u>.

LANDOWNER/CUSTOMER INFORMATION:			
Please Print Name(s):			
Town of Barrhead Tax Roll Num	Debit Amount \$		
Town of Barrhead Tax Roll Number:		Debit Amount \$	
Town of Barrhead Tax Roll Numb	Debit Amount \$		
Date to take payment: $1^{st}$ , 16	th, or 21 <sup>st</sup> <b>Total A</b>	mount to be Debited: \$	
Type of Service: Personal Busin	ess		
If Applicable: Multiple Property Summary is attached and forms part of this authorization.			
Address:			
City/Town:	Province:	Postal Code:	
Phone Number: (Bus)	(Res)		
Customer Signature:		_ Date:	
	FINANCIAL INSTITUTION INFORM	MATION:	
Please attach a void cheque. If you are unable to attach a void cheque, please have your Financial Institution complete the following information:			
Name on Account:			
Financial Institution (FI) Name:			
Branch Number (5 digits):	Institution Number (3 digits):	Account Number:	
Address:			
City/Town:	Province:	Postal Code:	
Authorized Signature:			
	TOWN OF BARRHEAD Attention: Property Tax Depart Box 4189, 5014-50 Avenue Barrhead, Alberta T7N 1A Tel: (780) 674-3301 e-mail: <u>town@barrhead.ca</u>	2	