

TOWN OF THREE HILLS

Bylaw No. 1466-20

PRE-AUTHORIZED TAX ARREARS PAYMENT PLAN BYLAW

A BYLAW OF THE TOWN OF THREEHILL IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE PAYMENT OF TAXES IN ARREARS.

WHEREAS pursuant to section 418(4) of the *Municipal Government Act*, RSA 2000, C. M-26, as amended, a Council shall establish a bylaw to permit taxes in arrears to be paid by instalments at the option of the taxpayer;

AND WHEREAS the Council of the Town of Three Hills desires to establish a pre-authorized tax arrears payment plan in the Town of Three Hills;

NOW THEREFORE, the Council of the Town of Three Hills, duly assembled, hereby enacts as follows:

PART I: TITLE, DEFINITIONS, AND INTERPRETATIONS

1. SHORT TITLE

1.1. This Bylaw shall be cited as the “Pre-Authorized Tax Arrears Payment Plan Bylaw”.

2. DEFINITIONS

2.1. In this Bylaw, unless the context otherwise requires:

- 2.1.1. “Applicant” shall mean the person(s) recorded on the assessment and tax rolls in accordance with the *Municipal Government Act*.
- 2.1.2. “CAO” shall mean the Chief Administrative Officer for the Town of Three Hills or his designate.
- 2.1.3. “Council” shall mean the body of elected officials who govern the Town.
- 2.1.4. “Current Property Taxes” shall mean Taxes imposed in the current year.
- 2.1.5. “Taxes” shall include all property taxes, local improvement taxes and all other taxes, charges, fees or amounts lawfully imposed against a property by the Town pursuant to the *Municipal Government Act* or any other statute of the Province of Alberta.
- 2.1.6. “Taxes in Arrears” shall mean Taxes which remain unpaid after December 31st of the year in which they were imposed, including penalties on such Taxes pursuant to the *Municipal Government Act*.
- 2.1.7. “Town” shall mean the Town of Three Hills.
- 2.1.8. “Year” shall mean calendar year.

3. INTERPRETATION

- 3.1. The headings in this Bylaw are for reference purposes only.
- 3.2. Nothing in this Bylaw shall be interpreted as conflicting with any Provincial or Federal legislation.
- 3.3. Where any provision of this Bylaw conflicts with any Provincial or Federal legislation, the Provincial or Federal legislation shall take precedence.
- 3.4. Each provision of this Bylaw is independent of all other provisions and if any provision is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw remain valid and in force.

Part II: PRE-AUTHORIZED TAX ARREARS PAYMENT PLAN

4. SCOPE

- 4.1. This Bylaw shall only apply to taxpayers whose account is in arrears.
- 4.2. Taxpayers with no Taxes in Arrears shall refer to the Town's Pre-Authorized Tax Payment Plan Bylaw, as amended.

5. INSTALMENTS

- 5.1. The CAO is authorized to enter a Pre-Authorized Tax Arrears Payment Plan, as outlined in the agreement in Schedule "A", to establish plans for payment by installments of outstanding Taxes in Arrears. The plan will include an estimate of Taxes that will be imposed during the tenure of the Pre-Authorized Tax Arrears Payment Plan.
- 5.2. An Applicant may, at any time, apply to the CAO to enter a Pre-Authorized Tax Arrears Payment Plan to provide for the payment of Taxes in Arrears in monthly instalments.
- 5.3. The term of a Pre-Authorized Tax Arrears Payment Plan shall be determined having regard for:
 - 5.3.1. the amount of Taxes in Arrears;
 - 5.3.2. the amount of estimated Taxes to be imposed;
 - 5.3.3. the Applicant's ability to pay; and
 - 5.3.4. such other matters as the CAO deems appropriate.and shall not exceed a maximum of three (3) years, without the prior consent from Council.
- 5.4. The Applicant must pay the Current Property Taxes of each Year by monthly instalment in addition to, the monthly instalment for Taxes in Arrears.
- 5.5. Monthly instalments shall be directly debited from the Applicant's bank account on the first

day of each month.

6. PENALTIES

6.1. The Town agrees to the following:

- 6.1.1. all penalties due on Current Property Taxes set out in the Master Rates, Fees and Charges Bylaw, as amended, shall be waived;
- 6.1.2. all penalties will be levied on all Taxes remaining unpaid on January 1st as set out in the Master Rates, Fees and Charges Bylaw, as amended.

7. WITHDRAWAL

7.1. If an Applicant withdraws from a Pre-Authorized Tax Arrears Payment Plan:

- 7.1.1. all Taxes in Arrears and, if the date of withdrawal is after June 30th of any given Year, all Current Property Taxes shall become due and payable on the effective date of withdrawal;
- 7.1.2. all outstanding amounts are subject to the penalties as outlined in the Master Rates, Fees and Charges Bylaw, as amended, as of the effective date of withdrawal.

8. DEFAULT AND NOTICE

- 8.1. The CAO may cancel or revoke Pre-Authorized Tax Arrears Payment Plan privileges, if any payment withdrawn from the account are dishonoured by the Applicant's financial institution due to non-sufficient funds, stop payment, account closure, etc. Any returned payments will be subject to the Town's NSF fee, as outlined in the Master Rates, Fees and Charges Bylaw, as amended. All outstanding amounts become due and payable and are subject to penalties as outlined in the Master Rates, Fees, and Charges Bylaw, as amended.
- 8.2. The Applicant shall be responsible for advising the Town, in writing, of any changes required in the following month, by no later the 20th day of the month prior. This includes but is not limited to; applicant information and account information.
- 8.3. When an Applicant sells property to which a Pre-Authorized Tax Arrears Payment Plan applies, the Pre-Authorized Tax Arrears Payment Plan shall be deemed to be cancelled and all Taxes, both current and in arrears shall become due and payable effective on the date of closing.
- 8.4. An Applicant removed from the Pre-Authorized Tax Arrears Payment Plan for any reason, shall not be reinstated until the following year pending application and conditional to approval by the CAO.

PART III: SEVERABILITY, REPEAL & ENACTMENT

9. SEVERABILITY

- 9.1. Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 9.2. Should any section or part of this Bylaw be found to be improperly enacted or ultra vires, for any reason, then such section or part shall be regarded as being severable from the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

10. REPEAL

- 10.1. Bylaw No. 1403-17 - Pre-Authorized Tax Arrears Payment Plan Bylaw is hereby repealed.

11. ENACTMENT

- 11.1. This Bylaw shall come into force and effect on the final date of passing thereof.

READ A FIRST TIME THIS 24TH DAY OF AUGUST 2020.

READ A SECOND TIME THIS 24TH DAY OF AUGUST 2020.

READ A THIRD TIME THIS 24TH DAY OF AUGUST 2020.



(CHIEF ELECTED OFFICIAL)



(CHIEF ADMINISTRATIVE OFFICER)

SEAL

SCHEDULE A

Agreement for the Pre-Authorized Tax Arrears Payment Plan

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**AGREEMENT FOR THE PRE-AUTHORIZED TAX ARREARS
PAYMENT PLAN**

THIS AGREEMENT is made in duplicate as of the ___ day of _____, 20__

BETWEEN:

THE TOWN OF THREE HILLS

(herein referred to as the “Town”)

– and –

<NAME>

(herein referred to as the “Applicants”)

WHEREAS the Applicants are in tax arrears on the property located at <ADDRESS>, Three Hills, Alberta;

AND WHEREAS the Town has passed Bylaw 1466-20 to allow for the payment of tax arrears over a period of one (1), two (2) or three (3) years;

AND WHEREAS the Applicants wish to enter into an agreement with the Town to join the Pre-Authorized Tax Arrears Payment Plan for the payment of tax arrears as allowed under Bylaw 1466-20;

NOW THEREFORE, in consideration of the request made by the Applicants, the Town and the Applicants agree as follows:

I. Installments

1. The Applicants agree to:
 - a) pay the tax arrears and applicable penalties in monthly installments as set out in the attached Schedule “A”; and
 - b) pay the estimated <YEARS> tax levies by monthly installments as set out in the attached Schedule “A”.

II. Penalties

1. The Town agrees to waive all penalties due on the current taxes (currently, July 1 and October 1) at the rate set out in the current tax penalty bylaw, during the term of this agreement.

2. The Town will continue to levy penalties on January 1, on outstanding arrears as of December 31, of each year, as per the current tax penalty bylaw, during the term of this agreement or until the arrears are paid in full.

III. Withdrawal

1. If the Applicants withdraw from the Pre-Authorized Tax Arrears Payment Plan:
 - a) all taxes in arrears and, if the date of withdrawal is after June 30 of any given year, all current taxes shall become due and payable on the effective date of withdrawal; and
 - b) all outstanding amounts are subject to the penalty provision under the current tax penalty bylaw as of the effective withdrawal date.
2. If the Applicants sell the property located at **<ADDRESS>**, Three Hills, Alberta, the Pre-Authorized Tax Arrears Payment Plan shall be deemed to be cancelled and all taxes, both current and in arrears shall become due and payable effective on the date of closing.

IV. Default & Notice

1. The Applicants are responsible to advise the Municipality, in writing by the 20th of the month prior, of any changes required in the following month. This includes but is not limited to: the Applicants' account information.
2. The Chief Administrative Officer, or their designate, may cancel the privilege of continuing in the Pre-Authorized Tax Arrears Payment Plan if any installment withdrawn from the account are dishonoured by the Applicants' financial institution due to insufficient funds, stop payment, or account closure. Any returned payments will be subject to the Town's NSF fee.
3. If the Applicants are removed from the Pre-Authorized Tax Arrears Payment Plan, for any reason, they shall not be reinstated until the following year pending application and conditional to approval by the Chief Administrative Officer.

V. Transfers to Taxes

1. The Town reserves the right to transfer unpaid utility accounts and additional charges to the Applicants tax account as per the provisions set out in the *Municipal Government Act* and the Town's bylaws.
2. The Town shall notify the Applicants after making such transfers.

3. The Applicant shall make the payments for the Transfers to Taxes by cheque, debit card, online banking, or bank draft within 30 days after receiving the notice of payment from the Town. If no payment were made by the due date, it would be deemed a breach of this agreement. This agreement, therefore, will become void.

VI. Interpretation

1. This agreement shall be interpreted according to the laws of the Province of Alberta.
2. Any reference of money in this agreement is to the lawful currency of Canada.
3. If any part of this agreement is found to be unenforceable, that part shall be considered separate and severable and the other parts shall remain enforceable to the fullest extent permitted by law.
4. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this agreement
5. This agreement may be executed and delivered by facsimile, PDF and other electronic means and in separate counterpart each of which so executed shall constitute an original and such counterparts taken together shall constitute on fully executed copy of the same instrument.

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IN WITNESS WHEREOF the Town has affixed their Corporate Seal, as attested by the signature of its authorized signing officer.

THE TOWN OF THREE HILLS

<CAO NAME> (SEAL)
CAO

IN WITNESS WHEREOF the Applicants have executed this agreement as of the date first above written.

<NAME>

Witness:

Print Name

Print Name

SCHEDULE "A"

<NAME>

TAX ARREARS PAYMENT AGREEMENT
Property Located at: <ADDRESS>, Three Hills, Alberta

Current Taxes (<YEARS>)

The existing agreement must stay in place to cover the current taxes. These monthly payments are to be paid on the first business day of each month commencing on <DATE>, through direct withdrawal from a designated bank account, and must continue each month thereafter at least until <DATE>.

Tax Arrears (to be Paid in Monthly Installments)

Total tax arrears of <TOTAL ARREARS PAYABLE>, plus applicable penalties, are to be paid in monthly installments. Monthly payments are determined by the difference between the current portion and total payment.

Payment Schedule for <DATE> to <DATE>.			
Payment Date	Current (<YEAR>)*	Arrears	Total Payment**
April 1			
May 1			
June 1			
July 1			
August 1			
September 1			
October 1			
November 1			
December 1			

Payment Date	Current (<YEAR>)*	Arrears	Total Payment**
January 1			
February 1			
March 1			
April 1			
May 1			
June 1			
July 1			
August 1			
September 1			
October 1			
November 1			
December 1			

Payment Date	Current (<YEAR>)*	Arrears	Total Payment**
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January 1			
February 1			
March 1			
April 1			
May 1			
June 1			
July 1			
August 1			
September 1			
October 1			
November 1			
December 1			

*Current years' taxes are estimates and may change when actual tax is levied.

**Total payment will not change. All difference between current tax portion and total payment will be applied to tax arrears.

NOTE: This payment schedule does not include transfer to taxes. Transfers to taxes will require a separate payment to the Town. Payments may be made by cheque, debit cards, online banking or bank drafts.

Initials of
<NAME>