

BYLAW 1536/21
TAX INSTALLMENT PAYMENT PLAN BYLAW
STURGEON COUNTY, MORINVILLE, ALBERTA

A BYLAW OF STURGEON COUNTY, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF THE IMPLEMENTING A TAX INSTALLMENT PAYMENT PLAN.

WHEREAS, section 339 of the *Municipal Government Act*, RSA 2000 c M-26 (the MGA) allows Council to, by bylaw, provide incentives for payment of taxes by the dates set out in the bylaw;

AND WHEREAS, section 340 of the MGA allows Council to, by bylaw, permit taxes to be paid by installments, at the option of the taxpayer;

AND WHEREAS, section 346 of the MGA allows Council to, by bylaw, impose Penalties under sections 344 and 345 which becomes part of the tax in respect of which it is imposed;

AND WHEREAS, section 347 of the MGA allows Council to, if considered equitable to do so, cancel or reduce tax arrears, cancel or refund all of part of a tax, and defer the collection of a tax;

AND WHEREAS, section 553(1) of the MGA allows Council to add amounts owing to the Tax Roll of a parcel of land;

NOW THEREFORE, the Council of Sturgeon County in the Province of Alberta, duly assembled, enacts as follows:

1. Title

1.1. This Bylaw may be referred to as the “Tax Installment Payment Plan Bylaw”.

2. Purpose

2.1. The purpose of this Bylaw is to allow Taxpayers to pay their property taxes in monthly installments rather than a single payment by the due date each year.

3. Definitions

3.1. In this Bylaw:

- (a) “CAO” means the Chief Administrative Officer of the Municipality, or their delegate.
- (b) “Current Taxes” means taxes which are imposed or levied in the current year, including supplementary taxes, local improvement taxes and/or other charges added to the Tax Roll as applicable under section 549 and 553.1 of the *Municipal Government Act*;
- (c) “EFT Process” means the electronic funds transfer process which will allow money to be electronically transferred from the Taxpayer’s bank account to Sturgeon County’s bank account.
- (d) “Mortgage Company” means a financial institution that has registered a mortgage on the property.

- (e) "Payment Plan" means the Tax Installment Payment Plan, for the purpose of a tax installment program for Taxpayers.
- (f) "Penalties" means fees charged to Tax Rolls that have a balance outstanding pursuant to the County's Property Tax Penalty Bylaw.
- (g) "Tax Arrears" means all Taxes that remain unpaid after December 31 of the year in which they are imposed.
- (h) "Tax Roll" means a listing of all municipal properties which can be assessed and include information such as the location and description of the property, name, and mailing address of the taxpayer; the assessment value; tax rate; tax arrears (if any); and any other information considered appropriate by the Municipality.
- (i) "Taxpayer" means a person liable to pay taxes:
 - Who is the owner of a property in Sturgeon County; or
 - Who is an individual identified on a Land Titles Certificate.
- (j) "Tax Year" means the annual period over which Current Taxes are calculated, commencing January 1st and ending December 31st of that year.

4. The Payment Plan

- 4.1. Taxpayers may pay Current Taxes in monthly installments, and no Penalties shall be applied to Current Taxes, provided the Taxpayer:
 - (a) Is approved for enrollment in the Payment Plan; and
 - (b) Has arranged for payments to be made by way of an EFT Process.

5. Payment Plan Enrollment & Acceptance

- 5.1. A Taxpayer who wishes to enroll in the Payment Plan may apply to the CAO for approval.
- 5.2. An application for enrollment in the Payment Plan shall include:
 - (a) A completed Tax Installment Payment Plan application form.
 - (b) A completed pre-authorized debit form.
 - (c) A "VOID" cheque or pre-authorized debit form from a financial institution.
- 5.3. At the time the CAO notifies the Taxpayer that the application for enrollment in the Payment Plan has been accepted, the CAO shall also advise the Taxpayer as to the payment date and the amount of the monthly installments to be transferred through the EFT Process.
- 5.4. The CAO may refuse application for enrollment in the Payment Plan at his/her discretion and will subsequently inform the applicant of this decision.

6. Payments

- 6.1. The CAO shall calculate the payment amount for each approved Payment Plan once the Taxpayer's application is accepted for enrollment into the Payment Plan. The payments shall be monthly installments calculated so that the cumulative payments will pay, in full, the outstanding balance of the Current Taxes by December 31 of the current year.
- 6.2. The CAO may recalculate the payment at any time and shall advise the Taxpayer, in writing, of any change in the amount of the payment to be made.
- 6.3. Changes in the amount of the payment shall be effective as the payment date specified in the notice of the change in payment sent by the CAO to the Taxpayer.
- 6.4. The Taxpayer shall notify the CAO, in writing, no less than fourteen (14) days in advance of the next payment date, if the Taxpayer wishes to change the bank account from which funds are to be transferred. Any notice of a change in bank account received less than fourteen (14) days in advance of the payment date shall be effective on the following payment date.
- 6.5. In the event that a duplicate payment of the Current Taxes is received by the Taxpayer and Mortgage Company, the payment shall be refunded to the Mortgage Company.

7. Penalty Forgiveness Payment Agreement

- 7.1. A Taxpayer who has been imposed Current Year Penalties under the Property Tax Penalty Bylaw may apply to the CAO to be included in the Payment Plan and the CAO will allow the taxpayer to enter into a Penalty Forgiveness Payment Agreement as set out in this Part 8 provided that the taxpayer meets the requirements set out in this Bylaw and in Section 7.2.
- 7.2. To be eligible for the Penalty Forgiveness Payment Agreement, the Taxpayer must:
 - (a) Not have previously been accepted into the Penalty Forgiveness Payment Program;
 - (b) Complete a Penalty Forgiveness Payment Agreement, agreeing to remain on the Payment Program for a minimum of three (3) years; and
 - (c) Submit the required forms under Section 5 of this Bylaw.

Upon meeting these requirements and being approved for entry into a Penalty Forgiveness Payment Agreement, the CAO shall advise the Taxpayer as to the payment date and the amount of the monthly installments to be transferred through the EFT Process.

- 7.3. The CAO shall calculate the payment amount for each approved Payment Plan once the Taxpayer's application is accepted for enrollment into the Payment Plan. The payments shall be monthly installments calculated so that the cumulative payments will pay, in full, the outstanding balance of the Current Taxes by December 31 of the current year.
- 7.4. A Taxpayer's account must remain in good standing on the Tax Installment Payment Plan for a minimum of 3 years to qualify for a continued deferral and cancellation under this Bylaw.

8. Penalties and Charges

- 8.1. The penalties imposed with respect to the outstanding balance of the Current Taxes will be deferred for a period of 3 years or for so long as the Payment Plan of the Taxpayer remains in good standing, and no further penalties shall accrue in respect to the deferred amount so long as the Taxpayer remains in good standing in respect to the Payment Plan. The Payment Plan is no longer in good standing if the EFT process fails in any two (2) consecutive months of a calendar year or if the Taxpayer fails to pay a service charge imposed by the CAO.
- 8.2. If the Taxpayer has been enrolled in the Payment Plan and has remained in good standing for the full 3-year period, the deferred penalty as referenced in Section 8.1 will be cancelled.
- 8.3. For the purposes of this Bylaw, the EFT Process will be deemed to have failed when the Taxpayer's bank notifies the County that a fund transfer will not be processed.
- 8.4. The Taxpayer shall pay a service charge to the County, in an amount set by the Fees & Charges Bylaw, every time the EFT Process fails.
- 8.5. Once a Payment Plan is no longer in good standing, Taxpayers, including those who are on a Penalty Forgiveness Payment Agreement, will become liable for balances which will become due and payable in accordance with sections 9.3 and 9.4.

9. Termination of the Payment Plan

- 9.1. The Taxpayer's enrollment in the Payment Plan will be cancelled if the Payment Plan is no longer in good standing as defined in Section 8.1.
- 9.2. Unless enrolment in the Payment Plan is cancelled by the CAO, payments shall continue to be taken through the EFT Process unless and until the person or corporation from whose account the payments are taken notifies the CAO, in writing, that the Payment Plan should be terminated. In such a case, the termination of the Payment Plan shall be effective fourteen (14) days after the CAO receives written notification.
- 9.3. Termination of a Payment Plan will result in Current Taxes being due and payable by the due date on the Tax Notice or paid prior to the penalty dates approved in the Property Tax Penalty Bylaw.
- 9.4. Termination of a Payment Plan that has an active Penalty Forgiveness Payment Agreement will result in Section 9.3 being applied and the deferred penalty referred to in Section 8.1 shall become due and payable immediately and all penalties imposed pursuant to the Property Tax Penalty Bylaw will thereafter apply.

10. Delegation

- 10.1. The CAO is authorized to delegate any authority given to the CAO under this Bylaw.

11. Repeal

- 11.1. This Bylaw shall repeal Bylaw 820/96.

12. Severability

12.1. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the Bylaw is deemed valid.

13. Effective Date

13.1. This Bylaw shall come into force and take effect upon being passed.

Read a first time this 23rd day of March, 2021.

Read a second time this 23rd day of March, 2021.

Read a third time this 23rd day of March, 2021.

"Original Signed"

Alanna Hnatiw
MAYOR

"Original Signed"

Reegan McCullough
COUNTY COMMISSIONER (CAO)

March 24, 2021

DATE SIGNED