

## APPLICATION FOR PRE-AUTHORIZED DEBIT (PAD) PLAN AGREEMENT

Customer Information (Please Print Clearly)		
Roll Number	Legal Description	
Name(s)	Business Telephone	Home Telephone
Mailing Address		
Bank Account Information		
Democit Account Number		
Deposit Account Number:	Branch Number	
inancial Institution Number: Branch Number		
Chequing Savings		
Type of Service: Personal Business		
Financial Institution Name		
Branch Address		
I/We the Applicant(s) authorize my/our bank to debit my/our account for the monthly tax instalment payment payable to Lac La Biche County on the first day of each month as payment in part of the taxes for the above named property.		
I/We acknowledge there may be increased in the amount of the instalment payment on July 1 <sup>st</sup> each year as a result of Lac La Biche County's annual tax levy. Notification of any changes will be detailed on the Annual Tax/Assessment Notice.		
I /We may revoke my authorization at any time, subject to providing notice by the 15 <sup>th</sup> of the month preceding the next payment date. I/We may obtain a sample cancellation form, or for more information on my right to cancel a PAD Agreement, I may contact my financial institution.		
I /We have certain recourse rights if any debit does not comply with agreement. For example, I /We have the right to receive reimbursement for any debit that is not authorized or is not consisted with the PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution.		
Applicant's Signature(s)		Date
Agreement Calculation:		
Current Levy \$/ 12 months = Amount of Instalment Payment \$		
Please attach a void cheque to the agreement and mail to:		
Lac La Biche County		
PO BOX 1679		
Lac La Biche, AB		
T0A 2C0		

TERMS AND CONDITONS: See Attached page

# LAC LA BICHE COUNTY TERMS AND CONDITIONS PRE-AUTHORIZED PAYMENT PLAN

A PRE-AUTHORIZED **PAYMENT PLAN IS** A MEANS BY WHICH TAXPAYERS MAY MAKE CONSECUTIVE MONTHLY PAYMENT FOR TAXES RATHER THAN A SINGLE ANNUAL PAYMENT.

#### **CALCULATIONS**

Your most recent annual tax levy is divided by 12 to establish a monthly payment amount. Payments shall begin January 1 of the new year and continue for 12 consecutive months.

Payment amounts will be adjusted in June to compensate for changes in taxes resulting from the annual tax levy. Your annual tax bill will show the total amount of installments paid to date and the calculation of the monthly installment payment for the remaining payments in that year.

Payments may only be made by automatic withdrawal from a chequing/savings account at a Canadian financial institution. You must give written permission before the withdrawal will begin. Lac La Biche County does not charge for this service, however, normal bank service charges may apply.

If for any reason your property taxes are changed during the year, you will be advised in writing of the new amount of the installment payment. If your tax installment increases for any reason other than the annual tax levy, you will be given 15 days notice before the installment amount is increased.

#### WITHDRAWAL/NON-PAYMENT

You may withdraw from the plan by giving notice, in writing, by the 15th day of the month preceding the next payment date.

NOTE: If you withdraw from the plan after June 30 a penalty in accordance with the Tax Penalty Bylaw will be applied to the tax balance.

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If any payments are not honoured by your bank, a service charge of \$25.00 will be applied. Lac La Biche County shall cancel the agreement upon default and all unpaid taxes become due and payable and are subject to penalties in accordance with the Tax Penalty Bylaw.

### SELLING PROPERTY/CHANGE OF BANK ACCOUNT

If your property is sold or title transferred, or you have a change in bank accounts, it is the responsibility of the participant to inform the Tax Department in writing. We require the notice of change by the 15th of the month prior to the next withdrawal. It is your responsibility to ensure that the conveyancing lawyer or notary provides you with a full credit on your statement of adjustments.

#### HOW DO YOU APPLY

Complete and sign the application form, which you can obtain from the County office, and return it along with a sample cheque, with your bank account number, marked "VOID" by March 31 to:

Lac La Biche County PO Box 1679 Lac La Biche, AB TOA 2C0

#### **TERMS AND CONDITIONS**

- I/We hereby authorize Payee, in accordance with the terms of my/our account agreement with Processing Institution, to debit or cause to be debited the Account for the purposes indicated in the "Payment Type" section on page 1 of this Agreement.
- Particulars of the Account that Payee is authorized to debit are indicated in the "Payment Details" section on page 1 of this Agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this Authorization.
- I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAD.
- 4. This Authorization is continuing but may be cancelled at any time upon notice being provided by me/us, either in writing or orally, with proper authorization to verify my/our identity within the specified number of days before the next PAD is to be issued as noted on Page 1, Cancel Payment section. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this Acknowledgement from Processing Institution or by visiting www.cdnpay.ca.

I/we acknowledge that if I/we wish to cancel this Authorization or if I/we have any questions or need further information with respect to a PAD, I/we can contact the Payee at the telephone number or address set out in this Agreement.

- Revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Payee. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- I/We acknowledge that provision and delivery of this Authorization to Payee constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Payee constitutes delivery by the Payor.
- 7. If this Authorization is for fixed or variable amount business, personal or funds transfer PADs recurring at set intervals, unless I/we have waived any and all requirements for pre-notification of debiting in the "Waiver of Pre-Notification" section on page 1 of this Agreement, or unless the change in the amount of any such PAD will occur as a result of my/our direct action (such as, but not limited to, telephone instructions or other remote measures), I/we acknowledge I/we will receive:
  - (a) with respect to fixed amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s);
  - (b) with respect to variable amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAD; or
  - (c) with respect to business, personal or funds transfer PADs, at least 10 calendar days written notice from the Payee of any change in the amount of the PAD which results from a change in any applicable tax rate, a top-up or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal tax.

Pre-notification may be given in writing or in any form of representing or reproducing words in visible form, which, if I/we have provided an email address to the Payee, includes an electronic document.

- The amount of pre-notification provided will change when there is a change in the pre-notification requirements contained in the CPA Rules.
- 8. If this Authorization provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Processing Institution to debit the Account.
- I/We acknowledge that Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
- 10. I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Payee as a condition to honouring a PAD issued or caused to be issued by Payee on the Account.
- 11. I/We acknowledge that, if this Authorization is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
  - (a) the PAD was not drawn in accordance with this Authorization;
  - (b) this Authorization was revoked; or
  - (c) pre-notification was required and was not received.

I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a funds transfer PAD that has recourse through the clearing system or, in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.

- 12. I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and the Payee and there is no entitlement to reimbursement from the Processing Institution.
- 13. I/We acknowledge and agree that if this Authorization is for funds transfer PADs and the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.
- 14. Unless this Authorization is for a funds transfer PAD that does not have recourse through the clearing system, I/we acknowledge that I/we have certain recourse rights if a debit does not comply with this Authorization. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on my/our recourse rights I/we can contact Processing Institution or visit www. cdnpay.ca.
- 15. I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.
- 16. I/We consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of the Canadian Payments Association.