



CORPORATE SERVICES

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MONTHLY PRE-AUTHORIZED PAYMENT (PAP) AGREEMENT

DEBIT NAME: _____ **CUSTOMER ID:** _____

ADDRESS: _____

PHONE: _____ **CREDIT:** RED DEER COUNTY

DESCRIPTION OF PAP: TAX ROLL # _____ **and/or UTILITY #** _____

*** PLEASE INCLUDE VOID CHEQUE ***

Monthly Tax installments for current year property taxes and local improvement taxes will be based on:
1. for the first five months of the current year, the monthly payment will be equivalent to one-twelfth of the previous year's levy, and
2. for the last seven months of the current year, the monthly payment will be equivalent to one-seventh of the balance of the tax levy for the current year after the deduction of the payments for the first five months.

The County Manager may cancel the privilege of the taxable person from continuing on the Plan if two consecutive installments fail to be honored. The unpaid balance of taxes, if any, shall then be subject to the penalty provisions of the Tax Penalty By-law.

AUTHORIZATION:

I/We acknowledge that this authorization is provided for the benefit of Red Deer County and "processing institution" and is provided in consideration of processing institution agreeing to process payments (PAPs") against the account with processing Institution in accordance with the rules of the Canadian Payments Association (the "CPA Rules").
By signing this Authorization, the Payor acknowledges having received and having read a copy of this Agreement, including the terms and conditions on the page 2, acknowledges understanding the terms and conditions of this Agreement, and agrees to be bound by the terms and conditions of this Agreement, including the terms and conditions on page 2.

I/We warrant and guarantee that the person(s) whose signature(s) are required to sign on the Account have signed the Authorization.

X _____ Date X _____ Date
Payor Signature Payor Signature

Note: If only one signature is required for the Account, then only one Payor need sign. However, if two or more signatures are required, then both or all Payors must sign.

WAIVER OF PRE-NOTIFICATION

I/We waive any and all requirements for pre-notification of debiting, including, without limitation, pre-notification of any changes in the amount of the PAP due to a change in any applicable tax rate, top-up, or adjustment.

X _____ X _____
Payor Signature Payor Signature

Office Use Only

Branch # _____ **Transit #** _____ **Account #** _____

Amount of first tax payment: _____ **Start Date:** _____

TERMS AND CONDITIONS

- 1) I/We hereby authorize Red Deer County, 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.
- 2) Particulars of the Account that Red Deer County is authorized to debit are indicated in the "Payor Account" section on page 1 of this Agreement. A specimen cheque if available for the account has been marked "VOID" and attached to this authorization.
- 3) I/We undertake to inform Red Deer County, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAP.
- 4) This authorization is continuing but may be cancelled at any time upon notice being provided by me/us in writing with proper authorization to verify my/our identity within the specified number of days before the next Pre-Authorized Payment (PAP) 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.rdcountry.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 Pre-Authorization Payment (PAP), I/We can contact Red Deer County at the telephone number, address, email or fax set out in this Agreement.
- 5) I/We may revoke this Authorization at any time by delivering a notice of revocation to Red Deer County at least fourteen (14) business days prior to the next due payment of the Pre-Authorized Payment. I/We agree that revocation of this Authorization does not terminate any other obligation between myself/ourselves and Red Deer County. This Authorization applies only to the method of payment at any time without prejudice to its rights and remedies under the said obligation.
- 6) I/We acknowledge that provision and delivery of this Authorization to Red Deer County constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Red Deer County constitutes delivery by the Payor.
- 7) If this Authorization is for fixed or variable amount business, personal or funds transfer PAPs 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 PAP will occur as a result of my/our direct action (such as, but not limited to telephone instructions or other remote measures), I/We will receive:
 - a. With respect to fixed amount business or personal PAPS, written notice from Red Deer County 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 PAP, and such notice will be received every time there is a change in the amount or the payment date(s); or
 - b. With respect to variable amount business or personal PAPS, written notice from Red Deer County of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAP; or
 - c. With respect to business, personal or funds transfer PAPs, at least 10 calendar days notice from Red Deer County of any change in the amount of the PAP 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 PAP 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 e-mail address to Red Deer County, includes an electronic document.

The amount of pre-notification provided will change in the pre-notification requirements contained in the CPA Rules.
- 8) I/We authorize Red Deer County to process this Pre-Authorized Payment (PAP) a second time if the first presentment is returned by my/Our Financial Institution for reasons 901 (NSF) or 908 (funds not cleared). I/We agree to pay any costs resulting from the representation.
- 9) I/We acknowledge that Processing Institution is not required to verify that a Pre-Authorized Payment (PAP) 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 PAP was issued has been fulfilled by Red Deer County as a condition to honoring a PAP issued or caused to be issued by Red Deer County on the Account.
- 11) I/We acknowledge that if this Authorization is for personal or business PAPs or for the funds transfer PAPs that I/We have recourse through the clearing system, a PAP may be disputed but only under the following conditions:
 - a. The PAP 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 the Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAP or a Funds Transfer PAP that has recourse through the clearing system or, in the case of a Business PAP, on or before the 10th business day, in each case after the date on which the PAP 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 Red Deer County and there is no entitlement from the Processing Institution.
- 13) I/We acknowledge and agree that if this Authorization is for funds transfer PAPs Red Deer County 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 Red Deer County in the event a PAP is erroneously charged to the Account.
- 14) Unless this Authorization is for funds transfer PAP 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 PAP plan established by Red Deer County and I/we accept participation in the PAP 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 Red Deer County to be credited with the PAP 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.