

**LOCAL GOVERNMENT DISTRICT OF PINAWA
BY-LAW NO. 904-2023**

BEING A BY-LAW to establish a Tax Installment Payment Plan service for taxpayers in the Local Government District of Pinawa.

WHEREAS the Administrative Staff of the LGD of Pinawa recommends creation of a consistent and convenient tax payment method for residents with clear and fair guidelines establishing who is eligible for the program, how withdrawal and missed payments are addressed, and responsibilities of participants should their residential or banking information change.

NOW THEREFORE BE IT RESOLVED THAT the Council of the LGD of Pinawa enacts as follows:

1. This By-law may be cited as the "Tax Installment Payment Plan By-law".
2. Definition:
"TAXES" shall mean and include all taxes which are levied by Council on all assessed land and improvements situated thereon and shown on the general assessment roll of the LGD of Pinawa.
3. Subject to the provisions of the by-law, annual tax payments may be paid to the LGD of Pinawa in pre-authorized installments by those taxpayers who meet the following established criteria:
 - a. The taxpayer completes an application for the Tax Installment Payment Plan (TIPP) in the form attached to this By-law as Schedule "B" and submits the application to LGD of Pinawa.
 - b. The application includes a pre-authorization for the taxpayer's financial institution to electronically debit the taxpayer's account in payment of monthly installments beginning on January 1st of the following year and continuing every month thereafter.
 - c. The taxpayer's taxes are fully paid in the year prior to that in which the installments will commence.
 - d. The taxpayer does not have any outstanding charges or adjustments added to taxes other than the supplementary billing not yet past its due date, if applicable.
 - e. The taxpayer is not subject to payment of taxes through a mortgage company under a PIT arrangement.
4. The LGD of Pinawa shall review all applications for the Tax Installment Payment Plan and may reject those applications which fail to meet the criteria set forth in Section 3 of the By-law.
5. The LGD of Pinawa shall calculate the monthly installments payable by qualifying taxpayers based on the taxes levied in the previous year. Acceptance of qualifying taxpayers will occur when the LGD of Pinawa processes the pre-authorization for the first installment payment.
6. Immediately following the establishment of the annual tax levy in the year to which the Tax Installment Payment Plan applies, the LGD of Pinawa shall recalculate the monthly installments required to discharge the outstanding balance of the tax levy by equal monthly payments. After the final payment for the tax year is made, the LGD of Pinawa will re-estimate the monthly installments for the following year. Participants will be notified of the changes to their payments.
7. A taxpayer who is accepted and participates in the TIP Program shall pay the monthly installments calculated by the LGD of Pinawa on the 15th day of each and every month until the entire tax levy for that year is discharged.

8. A taxpayer who is accepted and continues the TIP Program shall not be required to make payment of the annual tax levy by the due date specified under the Tax Levy By-law and will not be liable for any corresponding penalties imposed thereunder.
9. Installment payments made under the provisions of the TIP Program will not be eligible for any form of interest or discount except as otherwise provided.
10. The LGD of Pinawa may remove a taxpayer from the TIP Program if the taxpayer fails to make payment of tax installment on the due date or if two (2) consecutive monthly payments are missed or if a "stop payment" is initiated through taxpayer to their institution.
11. Notice of removal of a taxpayer from the TIP Program by the LGD of Pinawa shall be sent to the taxpayer by ordinary mail to the address listed on the property tax roll.
12. The LGD of Pinawa shall remove a taxpayer from the TIP Program upon receiving two (2) weeks written notice that the taxpayer wishes to withdraw from the plan.
13. Where a taxpayer is removed or withdraws from the TIP Program prior to the due date for payment of taxes the LGD of Pinawa shall:
 - a. Retain all installment payments made by the taxpayer; and
 - b. Apply the sum represented by such prepayments against the current year's taxes that will be levied against the said land;
And such prepayment of taxes shall be made at the applicable rate established by the TIP Program and all outstanding taxes shall immediately become due and payable and be subject to penalties.
14. The Application for Tax Installment Plan (T.I.P.) attached hereto as Schedule "A" and the terms and conditions contained therein shall form part of this by-law. That the applicant is responsible to apply for the TIP Program on the Application Form as attached to this by-law as Schedule "B".
15. That Schedules A and B of this by-law may be amended from time to time by resolution of Council.

DONE, PASSED and ENACTED as a by-law of The Local Government District of Pinawa, in the Province of Manitoba this 11th day of April, 2023.


Trudy Turchyn
Resident Administrator

Read a first time this 14th day of February, 2023.
Read a second time this 14th day of March, 2023.
Read a third and final time this 11th day of April, 2023.

SCHEDULE "A"

TAX INSTALLMENT PAYMENT PLAN SERVICE (T.I.P.P)

T.I.P.P. is a monthly tax installment payment plan by which taxpayers may make consecutive monthly payments for taxes rather than a single annual payment.

YOU CAN JOIN T.I.P.P. IF:

- Your tax account is not in arrears.
- You have chequing privileges at a financial institution (bank, trust company, treasury branch or credit union).
- Your taxes are not presently paid through a mortgage company (P.I.T.).
- Your application is received prior to January 15, with an initial payment of any missed installments paid at the time of application.

MONTHLY PAYMENTS ARE CALCULATED AS FOLLOWS:

Your most recent annual tax levy is divided by 12 installments to establish a monthly payment. Payments begin January 15 of each year, or the next banking day, and continue each consecutive month until the account is paid. Payment amounts will be adjusted in June/July to compensate for changes in taxes resulting from the annual tax levy. The tax bill, usually issued in June/July of each year, will show a total amount of installments to date. **Neither prepayment discounts nor late payment penalties apply to payments made while enrolled in this plan.**

Payments may only be made by automatic withdrawal from an account with chequing privileges at a financial institution. You must give written permission before the withdrawal will begin. The LGD of Pinawa does not charge for this, however, normal bank service charges may apply.

If you change bank accounts, it is your responsibility to inform the LGD of Pinawa of the change at least two (2) weeks in advance of the next payment.

PROPERTY TAX ADJUSTMENTS AND T.I.P.P. PAYMENTS:

Any changes or adjustments, other than the annual tax levy and the supplementary billing, will automatically terminate T.I.P.P. and all unpaid taxes become payable on the original due date, and are subject to penalties in accordance with the Tax Discount and Penalty By-law.

A supplementary tax bill is issued when a building is renovated or residence is completed in the current tax year and the assessed value of the building was not included in the annual tax bill issued in June/July.

Supplementary bills will be billed separately and must be paid in full by the due date. The T.I.P.P installment amount will not be adjusted until the following year.

WITHDRAWAL / CANCELLATION:

You may withdraw from the plan by giving notice, in writing, at least two (2) weeks before the next payment date.

NOTE: If you withdraw or your plan is cancelled, all unpaid taxes become due and payable as originally billed and are subject to penalty in accordance with the penalty by-law.

SELLING PROPERTY DURING THE YEAR

If the property is sold or title is transferred, it is your responsibility to inform the LGD of Pinawa, in writing, at least two (2) weeks in advance of the next payment. All unpaid taxes become due and payable and are subject to penalty in accordance with the penalty by-law. T.I.P.P. payments are non-transferable. If you move to a new location you may re-apply for plan eligibility and payments would commence the following January or sooner if application is received before June 30.



Imagine
yourself
in a place...

SCHEDULE "B"

TAX INSTALLMENT PAYMENT PROGRAM (T.I.P.P) AGREEMENT FORM

Tax Installment Payment Program (T.I.P.P) Agreement Form

New Account Change specify change: Cancel

Name:		
Mailing Address:		
City:	Province:	Postal Code:
Home Phone:	Cell Phone:	
Email:		
Tax Roll Account #	Street Address:	

Financial Institution Name:			
City:	Province:	Postal Code:	Phone:
Banking Information:			
Institution #	Transit #	Bank Account #	

I/We authorize the Local Government District of Pinawa to debit the above chequing account for payments under the T.I.P.P. Program. Notice of cancellation of this authorization must be made in writing at least two weeks prior to the next payment due date. I/We acknowledge that it is our responsibility to update the banking information at least two weeks prior to the next payment due date should the information change. If funds are not available on the due date for any reason an NSF charge of \$50 will apply.

Signature: _____ Date: _____

Signature: _____ Date: _____

Please include a void cheque or a direct deposit information form stamped by your financial institution.

Terms and Conditions

1. The withdrawals are made on the 15th of each month except in cases where the 15th falls on the weekend or a holiday, the withdrawal will then be made on the next business day following the 15th.
2. Any payment withdrawn from the account that is dishonored by the Payor's financial institution because of non-sufficient funds, stop payment, account closed, etc. will entitle the Payee to remove the Payor from the Tax Installment Plan after two consecutive missed payments.
3. Any payments that are dishonored by the Payor's financial institution due to non-sufficient funds will incur a \$50 NSF fee, which will be added to the tax account. The missed payment and the NSF fee must be paid prior to the next scheduled payment by e-transfer, mail, or in person. It will not be automatically withdrawn.
4. Monthly payment amounts from January to June will be based on the previous year's taxes divided by twelve, the July to December monthly payments will be adjusted based on the current year's property tax bill minus all installment payments paid to date divided by the remaining number of payments. You will be notified in writing each time your payment is adjusted.
5. Any amount left owing to the Payor's tax account as of the 15th of December each year will automatically be withdrawn from the Payor's account on that day; with the exception of any missed payments or supplemental taxes.
6. All property tax levies, current and arrears, and including any supplementary tax levies, or other charges and transfers must be paid in full before the start of the Tax Installment Payment Program (T.I.P.P.).
7. New charges for supplementary taxes (for improvements or new construction) will be required to be paid separately by e-transfer, mail or in person by the date that is noted on the supplementary tax statement.
8. The Payor is responsible to advise the Payee, in writing by the 1st of the month, of any changes required in that month (i.e. Payor information, account information, cancellation of Plan)
9. DEADLINE is January 1st; any applications received after that date, will require a lump sum "catch up" payment.
10. I/WE hereby authorize the Local Government District of Pinawa, in accordance with the terms of this agreement, to deduct or cause to be debited the account for the purposes of the T.I.P. Program.
11. Particulars of the account that the Payee is authorized to debit are indicated on the application form provided. A specimen cheque, if available for the account, has been marked "VOID" and attached to this authorization.
12. I/We authorize the Local Government District of Pinawa to communicate with the payor by electronic mail relating to the tax installment plan.
13. This authorization is continuing but may be cancelled at any time upon notice being provided in writing, within 14 days of the next preauthorized debit.

Initials: _____