

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE

BY-LAW No. 1429

Being a by-law to adopt a Collection Policy in the Township of Chapple.

WHEREAS the Council of the Corporation of the Township of Chapple deems it expedient to pass a by-law to establish a policy to prescribe the procedures and collection of accounts receivables, procedures, collection and registration of taxes, and procedures and collection of water and sewer receivables;

NOW THEREFORE the Council of the Corporation of the Township of Chapple HEREBY ENACTS:

- 1) The Collections Policy is adopted.
- 2) The Collections Policy is attached as Schedule "A" and forms part of this by-law.
- 3) This by-law may be referred to as the "Collections Policy By-law".

READ A FIRST, SECOND, AND THIRD TIME  
IN OPEN COUNCIL AND FINALLY PASSED  
THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2011.

\_\_\_\_\_  
REEVE

  
\_\_\_\_\_  
CAO/CLERK-TREASURER

" SCHEDULE A "

TOWNSHIP OF CHAPPLE	SECTION Administration and Finance
<b>Collections: (Accounts Receivable; Taxation; Water &amp; Sewer POLICY</b>	September 13, 2011
Resolution No.	
Policy No.	Page 1 of

ACCOUNTS RECEIVABLE CREDIT AND COLLECTION

1. **POLICY STATEMENT**

This policy applies to the procedures and collection of accounts receivables.

2. **EFFECTIVE DATE**

This policy comes into effect on September 13, 2011 and cancels and supersedes all former policies.

3. **CREDIT PRIVILEGES TO CUSTOMERS**

**The extension of credit is a privilege for customers and prospective customers.**

**Extension of Credit to New Customers**

All new customers requesting credit privileges will be required to complete an Application for Credit form (see Page 3). The originating department will ensure that the customer completes the Application for Credit and submit it for approval prior to opening an account.

Exceptions to this policy are when invoicing is required for unforeseen events rather than the provision of goods or services.

**Application for Credit**

The CAO / Clerk-Treasurer or designate must approve the completed Application for Credit. All credit applications will be forwarded to and kept on file in the Treasury Department, whether approved or denied. The customer will be notified as to the status of their credit application.

**Credit Privileges to Existing Customers**

Customers with accounts created prior to this policy will not be requested to complete the Application for Credit as long as their account is not over 90 days past due.

4. **METHOD OF PAYMENT**

Invoices are payable at the Municipal Office. The receipted date will be the official date of payment. Payment will be in the form of cash, cheques or money order. If a customer submits two N.S. F. cheques within a twelve-month period, personal cheques will no longer be accepted unless they are "certified".

**COLLECTION ACTIONS ON ACCOUNTS RECEIVABLE**

<b>Invoices</b>	The Township of Chapple generates invoices with the amount due within 30 days.
<b>Interest</b>	On the first day of every month following the invoice due date, 1.25% interest per month shall be added to the account.
<b>Monthly Statements</b>	The Township of Chapple issues monthly statements. A statement is generated to advise customers of the balance on their account at the date of the statement. The statements include information as to invoices and interest outstanding.
<b>Deposits</b>	Deposits may be required at the discretion of the Township of Chapple. If however, the account has not been paid at the time an account is eligible for Small Claims or a collection agency, the deposit on hand shall first be applied.
<b>Written Follow Up</b>	The Treasury Department will follow up on accounts over 30 days past due. Statements with balances in arrears will be stamped with a notification with " <b>ACCOUNTS NOT PAID PROMPTLY WILL RESULT IN COLLECTION ACTION</b> ". Accounts between 30 and 60 days past due will receive a written letter (see page 4) while accounts over 60 days past due will receive a written letter (see page 5) and a copy(s) of the outstanding invoice advising the customer of the next step(s) to be taken. Before further action ensues, there will be confirmation with the originating department that there are no disputes with the invoices(s) in arrears.
<b>Recovery of Arrears through Letters of Credit, Performance Guarantees, Monies Owed to Customers</b>	After thirty days past due, if the Township of Chapple is holding any Letters of Credit, Performance Guarantees or has monies owing to the customers, such as accounts payable cheques, these amounts may be applied to the customer's general accounts receivable arrears, with notification to the customer
<b>Collector's Roll Additions</b>	After ninety days past due, with the approval from the CAO / Clerk-Treasurer or designate, and in accordance with The Municipal Act, any eligible charges made against property may be added to the Collector's Roll and collected in a like manner as taxes, with notification to the property owner (see page 6) and the Mortgage Company, if applicable. The 90-day period may be waived if the subject property is under ownership change.
<b>Small Claims and Collection Agencies</b>	Accounts ninety days past due may be forwarded to Small Claims Court or to a Collection Agency.
<b>Arrangement for Payment</b>	Acceptable arrangement for payment may be made with The CAO / Clerk Treasurer of the Township of Chapple, or their designate.
<b>Denial of Further Credit and/or Service</b>	A customer credit status will be undertaken for accounts over 90 days past due. The decision to deny further credit and/or services, or request of deposit for further services, will be made by the CAO/Clerk Treasurer.

**Application for Credit**

Name: \_\_\_\_\_

Contact Person (if different from above) \_\_\_\_\_

Mailing address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

<b>Reference # 1</b>	<b>Name:</b> _____	<b>Telephone:</b> _____
<b>Address:</b>	_____	
<b>Reference # 2</b>	<b>Name:</b> _____	<b>Telephone:</b> _____
<b>Address:</b>	_____	

The UNDERSIGNED, herein called the Customer, requests that the Township of Chapple herein called the Township, invoice for goods and/or services to be billed per service or on a monthly basis at the Townships discretion.

- A. The Customer shall pay the rates and charges in accordance with the Township by-laws and policy.
- B. All accounts must be paid within thirty days, per Township policy. The Township reserves the right to suspend credit privileges, charge interest and pursue collection procedures, if accounts are not paid in accordance with Township policy.
- C. If credit privileges are suspended, the Customer is liable for the money owed, and consideration for reinstatement of credit privileges will not be given until such time as all outstanding accounts are paid.
- D. Deposits may be required at the discretion of the Township.
- E. If the Customer is owed money by the Township (letter of credit, performance guarantees, supply of goods/services, etc.) the Township may, at its' discretion, deduct any balance owing the Township prior to making payment to the Customer.
- F. The Customer authorizes the Township to contact the references named above during their investigation of the credit application.

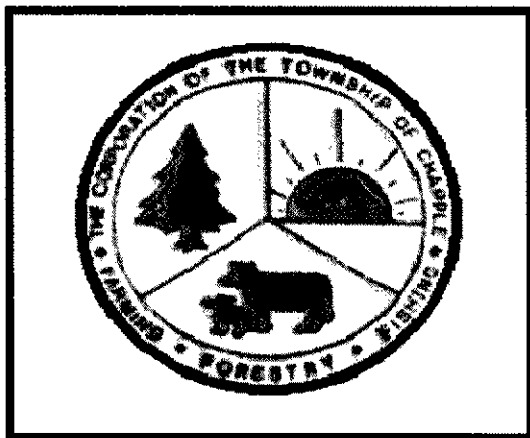
This application, when signed by the Customer and executed by an authorized representative of the Township of Chapple shall form a legal and binding agreement between the parties...

The Customer agrees to comply with the terms and conditions noted above and agrees that said conditions are a part of this contract.

Date of Application: \_\_\_\_\_ Deposit if required: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

<b>ACCEPTED BY:</b> _____	<b>DATE:</b> _____
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Date: \_\_\_\_\_

**Re: A/R Account # \_\_\_\_\_ - Past Due Invoice # \_\_\_\_\_**

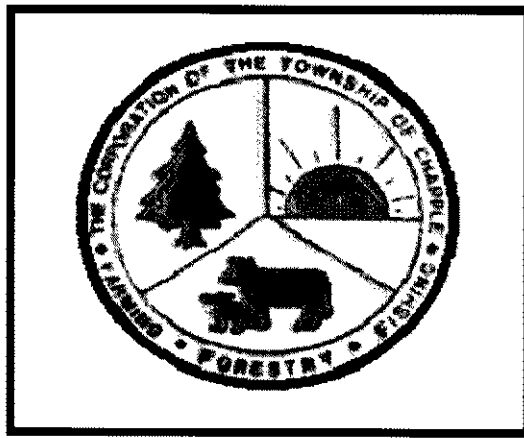
Our records show this invoice in the amount of \$ \_\_\_\_\_ as owing and past due. Failure to make payment on this invoice(s) will result in further collection processes, as per the Township of Chapples' Collection Policy.

Should you have any questions or concerns regarding this matter or should you require a copy of the invoice, please do not hesitate to contact me at 807-487-2354.

Thank you in advance for your co-operation.

Respectfully,

CAO/Clerk – Treasurer



Date: \_\_\_\_\_

RE: OUTSTANDING ACCOUNT A/R # \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Please note that as of the above date, our records indicate your account is over sixty days past due. This is our final attempt to resolve this matter prior to commencing additional collection procedures.

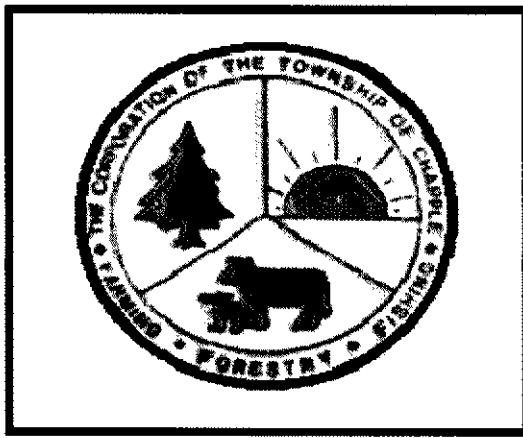
It is the policy of the Municipality to discontinue services and/or deny further credit when the account is ninety days past due.

It is also the policy of the Municipality to refer accounts, which are ninety day past due, to Small Claims Court or a Collection Agency for satisfaction. If judgment is obtained, we may use it to garnishee future income and /or seize clear assets. A judgment will appear on your credit file with the Credit Bureau, for a minimum of six years, affecting all future credit inquiries. As well, all costs attributable to collection will be added to your account. To avoid this expensive procedure, please pay the attached account before \_\_\_\_\_.

If you have any questions concerning this account, please call \_\_\_\_\_ at the Township of Chapple at 807-487-2354.

Yours truly,

Name



Date: \_\_\_\_\_

To Whom It May Concern:

**RE: OUTSTANDING ACCOUNT A/R #** **AMOUNT \$**

Please note that as of the above date, our records indicate your account is over sixty (60) days past due. This is our final attempt to resolve this matter prior to commencing additional collection procedures.

It is the policy of the Municipality to discontinue services and/or deny further credit when the account is ninety days past due.

Failure to make payment on this will result in the invoice being transferred to the applicable tax account and collected in like manner to taxes.

If you have any questions concerning this account, please call me at the Township of Chapple at 807-487-2354.

Yours truly,

CAO/Clerk-Treasurer

## TAX COLLECTION

### **1. POLICY STATEMENT**

This policy applies to the procedures, collection and registration of taxes.

### **2. EFFECTIVE DATE**

This policy comes into effect on September 13, 2011.

### **3. PROCEDURE**

- A. Tax bills shall be issued twice yearly and this will not include supplementary billings.
  - Interim tax bills are to be issued no later than February 1<sup>st</sup> of the current year.
  - Final tax bills are to be issued no later than July 1<sup>st</sup> of the current year.
  - Supplementaries are to be issued no later than December 15<sup>th</sup> in the year they are received.
  -
- B. Interim tax bills will be due and payable in one installment, being the last working day in March. Final bills will be due and payable in one installment, being the last working day in August.
- C. The Municipality requires a minimum of 21 days between the issuance and the due date.

### **4. METHOD OF PAYMENT**

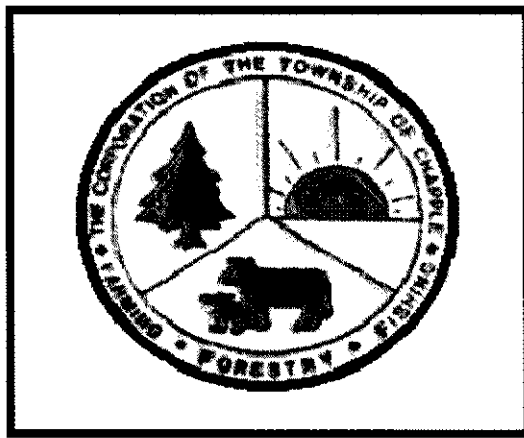
Taxes are payable at the Municipal Office, on-line through PC banking or telephone banking. The receipted date will be the official date of payment. Payment will be in the form of cash, cheques or money order. If a customer submits two (2) N.S.F. cheques within a twelve-month period, personal cheques will no longer be accepted unless they are "certified".



## COLLECTION ACTIONS ON TAX ACCOUNTS RECEIVABLE

<b>Tax Bill</b>	Tax bills are sent out twice a year and include any overdue balances. The bill includes due dates, current amount due, past due/credit amount, total amount due and the penalty/interest rate.
<b>Interest and Penalty</b>	Interest and penalties will be applied at the maximum rate allowed under the Municipal Act on taxes that are in arrears. The current rate is 1.25% and will be calculated on the first day of default and the first day of every month thereafter. Adjustments to the interest and penalty shall be approved by the CAO/Clerk-Treasurer or designate.
<b>Tax Reminder Notice</b>	Taxes are considered in arrears after the due date for the interim and the final tax bills. Notices will be sent every month, with a detailed summary until such time as all the taxes have been paid. However, reminder notices may not be sent to those accounts which the minimum balance is \$50.00 or less, except for the first notice after the due date.
<b>Recovery of Arrears through Monies Owed to Taxpayer</b>	If the Township of Chapple is holding any monies owing to the customer, such as accounts payable cheques, tax adjustments, refunds or rebates, these amounts will be applied to the customers' tax arrears, with notification to the taxpayer.
<b>Recovery of Arrears through Insurance Proceeds</b>	If a fire occurs on a commercial property, the CAO/Clerk-Treasurer will convey in writing to the insurers that it is the Municipality's position that the amount of its interest in the land, as represented by the tax account, is to be paid out of the insurance proceed in priority to payment to any other person with an interest in the land, except for any Crown liens.
<b>Collection of Tenants Rent (Landlord has Tax Arrears)</b>	After the taxes have been in arrears for one year, a notice will be sent to the landlord informing him of the Municipality's intention to collect the rent. This will allow the landlord an opportunity to make payment arrangements with the CAO/Clerk Treasurer. If within 14 days of sending the notice no reply is received, the Municipality will inform the tenants to pay the rent directly to the Municipality until all interest, penalty and taxes have been collected. (See page 14) Under section 350(1) of the <i>Municipal Act</i> , the Municipality may give a tenant notice, in writing, requiring the tenant to pay the rent as it becomes due until the taxes are paid. (See Page 15)
<b>Collection of Property Taxes in Distress</b>	Property taxes are considered in distress on the 1 <sup>st</sup> day of January in the third year following that in which the property taxes became owing. Telephone contact will be made in this third year, prior to notices being issued. Beginning September 1 <sup>st</sup> of each year a notice will be sent (see pages 10-12) and at the beginning of each month thereafter, with a last and final notice (see page 13) on December 1 <sup>st</sup> .
<b>Tax Registration</b>	Arrears over three years are subject to the Tax Registration process, commencing on the first day of the following year. Council authorizes accounts with three years arrears to be registered for Tax Registration and Sale proceedings.
<b>Extension Agreement</b>	A taxpayer in Tax Registration may request an Extension Agreement, which will extend the period of time in which the balance outstanding is to be paid. Council must approve the request within one year of the date that the property was registered for Tax Sale. Extension Agreements are subject to terms and conditions set out in the by-law and are established on a property by property basis using the following principles and guidelines: <ul style="list-style-type: none"> <li>* Maximum term of the agreement is 3 months to clear all outstanding balances;</li> <li>* Monthly payment(s) amount(s) required over term of extension agreement; and</li> <li>* Advance payment of required fee to establish Extension Agreement as listed in the Schedule of Fees.</li> </ul> In the event of default, the taxpayer is notified by Registered Letter that the agreement is thereby terminated, putting the property in the same position in Tax Registration and Sale proceeding as it was prior to entering the Extension Agreement.
<b>Tax Sale</b>	Properties that meet one of the following criteria will be advertised for Tax Sale: <ul style="list-style-type: none"> <li>* tax arrears are not paid in full within one year from the date of registration; or</li> <li>* Taxpayer has defaulted on Extension Agreement</li> </ul>
<b>Successful Purchaser</b>	Where there is a successful purchaser, property is transferred to the name of the successful bidder.

<b>Vesting</b>	Where there is no successful purchaser, all risks of taking possession of the property are identified, including any Crown Liens or environmental issues, after which time the property may be registered in the name of the Municipality or the Tax Sale proceedings are cancelled.
<b>Write Offs</b>	A list of properties will be submitted to Council for consideration of a write-off along with an explanation.
<b>Collectors' Roll Additions</b>	Any additions to the Collectors' Roll will be collected in the same manner as taxes, as per the authority given to the Municipality within the Municipal Act. A letter will be sent to the property owner advising them of the addition, (See Page 16)
<b>Notes</b>	The CAO/Clerk Treasurer must approve all arrangements for payments. All conversations, memos, write-offs and requests must be clearly documented. All collection letters must be personally signed.



Notice # 1

Date: \_\_\_\_\_

Dear Property Owner:

Roll #: \_\_\_\_\_

Property Address: \_\_\_\_\_

According to our records, your tax account with the Township of Chapple shows the following balances:

Year	Taxes	Interest	Total Owing
<b>Total Amount Owing</b>			

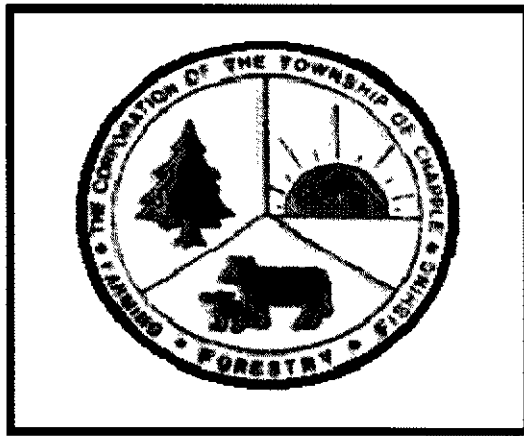
Interest is calculated at the rate of 1.25% per month on all outstanding balances. When taxes remain unpaid, the Township of Chapple is forced to arrange short-term borrowing to meet its' financial obligations, and the cost of borrowing impacts the cost of running the Township and can ultimately result in increased taxes and/or service reductions.

Please contact the CAO/Clerk-Treasurer at 487-2354 to make arrangement for payment.

If you have made payment prior to receiving this letter, please disregard it and accept our apologies for the inconvenience.

Yours truly,

CAO/Clerk-Treasurer  
Township of Chapple



Notice # 2

Date: \_\_\_\_\_

Dear Property Owner:

Roll #: \_\_\_\_\_

Property Address: \_\_\_\_\_

According to our records, this is your second written notice that you tax account with the Township of Chapple show the following balances:

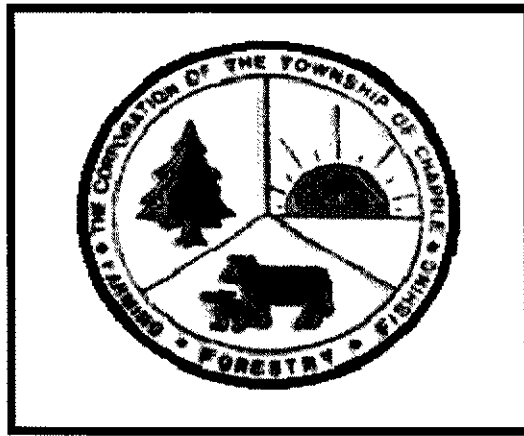
Year	Taxes	Interest	Total Owing
<b>Total Amount Owing</b>			

To avoid jeopardizing the ownership of your property, please contact the CAO/Clerk-Treasurer to make arrangements for payment.

If you have made payment prior to receiving this letter, please disregard it and accept our apologies for the inconvenience.

Yours truly,

CAO/Clerk-Treasurer  
Township of Chapple



Notice # 3

Date: \_\_\_\_\_

Dear Property Owner:

Roll #: \_\_\_\_\_

Property Address: \_\_\_\_\_

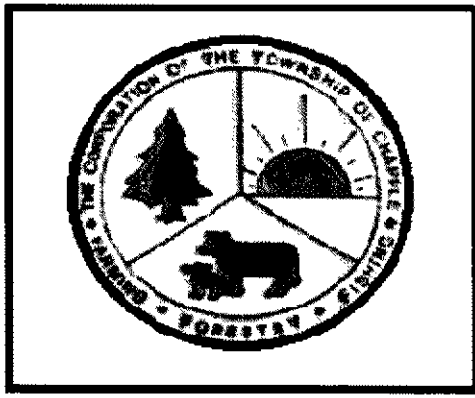
Attempts have been made to collect your outstanding property taxes, with no success. Your taxes are now over 2 years in arrears and if payment is not made by December 21<sup>st</sup>, 20 , your property will be eligible for the tax sale process, after which time the Municipality can proceed with tax registration. Once this process begins, the property owner has one year to pay the taxes and applicable fees in full or the property will be offered for sale.

In order to avoid this procedure, contact the CAO/Clerk-Treasurer, at 487-2354 to arrange payment.

Your immediate attention to this matter is greatly appreciated.

Yours truly,

CAO/Clerk-Treasurer  
Township of Chapple



Notice # 4

REGISTERED MAIL

Date: \_\_\_\_\_

**FINAL NOTICE TO THE PROPERTY OWNER**

Dear Property Owner:

**REGARDING:** Roll #: \_\_\_\_\_  
**OUTSTANDING TAXES:** \$ \_\_\_\_\_ (as of December 1<sup>st</sup>, 20 )  
**PROPERTY ADDRESS:** \_\_\_\_\_

Please be advised that effective January 1<sup>st</sup> 20 , realty taxes on the above-noted account will be three years in arrears. The balance shown on this correspondence provides the outstanding taxes and late payment charges owing on the account to the date of this letter.

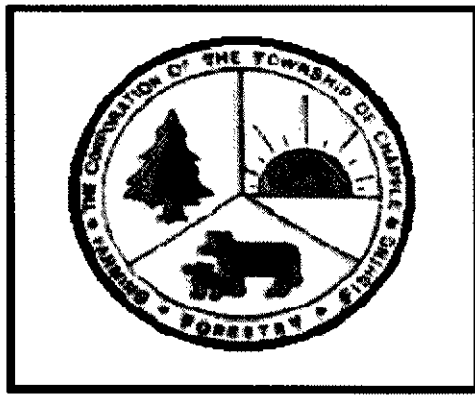
Under current legislation, the Township of Chapple may commence tax sale proceedings by registering a tax arrears certificate on title of the property if the account remains unpaid after December 31<sup>st</sup>, 20 . All costs associated with filing the necessary lien documents will be added to the property tax account. Once the certificate of tax arrears is registered, no partial payments on account will be accepted. However, the property owner or any party having an interest on the property, will have one year to redeem the property by paying the full cancellation price which includes all taxes, accumulated penalties and interest plus all administrative costs owing at the date of payment. Failing this, the property will be offered for sale through public tendering process.

To avoid incurring these costs and jeopardizing the ownership of your property, please ensure that all tax arrears are paid by December 31<sup>st</sup>, 20 . Should the account remain unpaid after December 31<sup>st</sup>, 20 , no further notice will be provided prior to the municipality's lien action. This office urges you to take action.

If you have any questions relating to this correspondence or if additional information is required, please contact the CAO/Clerk-Treasurer at 487-2354

Yours truly,

CAO/Clerk-Treasurer  
Township of Chapple



Date: \_\_\_\_\_

Dear Property Owner:

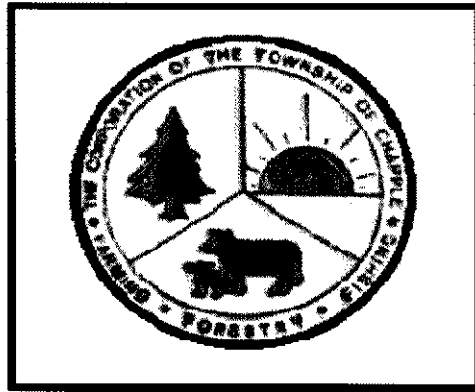
The Municipality can direct tenants to pay rent owed to the landlord for outstanding property taxes, pursuant to Section 350(1) of the *Municipal Act*, if the taxes are outstanding for more than one year.

According to our records there exists a balance of unpaid taxes on your property. Every effort has been made to contact you to make arrangements for payment. Therefore, if you do not contact our office to make payment arrangements within 14 days, the Township of Chapple will direct your tenants to pay their rent to the Municipality.

Hoping that we can resolve this matter and collection of your tenants' rent can be avoided.

Yours truly,

CAO/Clerk-Treasurer  
Township of Chapple



Date: \_\_\_\_\_

Dear (Tenant)

Pursuant to Section 350(1) of the Municipal Act, municipalities can direct the tenant to pay rent owed to the landlord when property taxes are outstanding for more than one(1) year.

Currently there exist unpaid taxes on the property you are renting. The Township of Chapple therefore requests that you pay your monthly rent to the following address.

**Township of Chapple**  
**P.O. Box 4**  
**Barwick, ON**  
**P0W 1A0**

Please make cheques payable to "Township of Chapple".

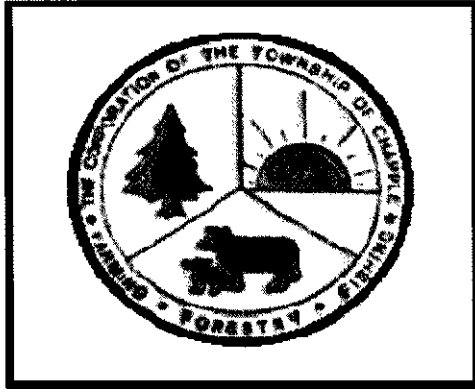
You will be notified when to cease making payments to the Municipality.

If you require further information, please contact me at (807) 487-2354. Your immediate attention to this matter is greatly appreciated.

Yours truly,

CAO/Clerk-Treasurer  
Township of Chapple





Date: \_\_\_\_\_

**Re: Transfer of Outstanding** \_\_\_\_\_ **Account to Roll #** \_\_\_\_\_

To Whom It May Concern:

This letter is to inform you that your outstanding \_\_\_\_\_ account arrears, in the amount of \$ \_\_\_\_\_ have been added to your tax account. This invoice will now be collected in "like manner" to taxes. I have enclosed a copy of your account showing the current amount due and owing.

Should you wish to discuss this in further detail please call me at (807) 487-2354 or email me at [chapple@tbaytel.net](mailto:chapple@tbaytel.net)

Respectfully,

CAO/Clerk-Treasurer  
Township of Chapple

Enclosures: 1

## WATER AND SEWER COLLECTION

### **1. POLICY STATEMENT**

This policy applies to the procedures and collection of water and sewer receivables.

### **2. EFFECTIVE DATE**

This Policy comes into effect on September 13, 2011.

### **3. PROCEDURE**

- \* New owners must complete a Water and Sanitary Sewer Customer Contract before changes in service can take place.
- \* Property owners remain responsible for the full payment of all water and sewer service, even if the bill has been assigned to another person (such as a tenant).

### **4. BILLING ERRORS**

Where billing errors have resulted in over-billing, the customers' account shall be credited with the amount of the over-billing for the period of the over-billing or a maximum of six (6) years from the date the Township is made aware of the error, whichever is less.

Where billing errors have resulted in under-billing, the following shall apply:

- a) The customers' account shall be charged with the amount of the under-billing for the period of the under-billing or a maximum of six (6) years from the date the Township is made aware of the error, whichever is less.
- b) In instances of willful damage, the customers' account shall be charged with the amount of the under-billing for the period of the under-billing with no maximum applied.

In the event an ownership change has taken place during the time of the billing error, the current customer will receive the credit/charge for the amount of time he/she was owner of the property to a maximum of six (6) years.

### **5. VACANCY**

A charge set forth in accordance with the Townships' User Fee By-law will be levied for turning on or off the water services when the property is vacant or unoccupied. Multi-residential properties and trailer parks are subject to the same option with the following additional requirements; it is compulsory that the multi-residential properties and individual trailer properties obtain prior written approval, minimum of seven (7) days of the vacancy. It should be noted that approval would not be granted if any portion of the fire sprinkler system within the building is disarmed or dismantled or the supply of water to any other unit is affected. It is the responsibility of the property owner to ensure the plumbing and valves are in good working order and in place prior to work being done. All valving affected by turning the water off shall be affixed with seals by the Township water system operators. Requests for water turn on/off due to vacancies shall be made by completing a Work Requisition application at the Municipal Office. (See page 20)

### **6. METHOD OF PAYMENT**

Invoices are payable at the Municipal Office, on-line through PC banking or telephone banking. The receipted date will be the official date of payment. Payment will be in the form of cash, cheques or money order. If a customer submits two (2) N.S.F. cheques within a twelve-month period, personal cheques will no longer be accepted unless they are "certified".

## COLLECTION ACTIONS ON WATER AND SEWER ACCOUNTS RECEIVABLE

<b>Water Bill</b>	Water and Sewer bills are invoiced sixes times a year on a bi-monthly basis. Bills state that they are payable by the due date. The amount to pay by the due date and after the due date, which includes a late penalty, is provided.
<b>Penalty Charges</b>	Penalty will be applied at the rate of 1.25% and will be calculated on the first day of default and the first day of every month thereafter.
<b>Water Reminder Notice</b>	Water and sewer accounts are considered in arrears after the due date. A notice will be sent reminding the customer of the outstanding account and advising of further action, for accounts owing more than \$10.00 (See Page )
<b>Notice of Arrears Served</b>	Before the third billing, with two full bi-monthly billings in arrears, a water disconnection notice will be issued by registered mail to the premises or the last known property owner to which the service had been supplied. (See page 21). Unless payment is received in full within ten (10) days the water supply will be eligible for disconnect.
<b>Notice of Disconnection</b>	The CAO/Clerk-Treasurer will send letters to properties that require water turn offs. If payment or suitable arrangements have not been made by the date listed on the notice, the CAO/Clerk-Treasurer will notify the ORO to turn the water off.
<b>Water Shut Off for Delinquent Accounts</b>	Where it has been necessary to discontinue services as a result of "non-payment", a disconnection and reconnection charge will be levied against the delinquent account at a rate set out in the Schedule of Fees as established by By-Law.
<b>Recovery of Arrears through Monies Owed to Customer</b>	If the Township of Chapple is holding any monies owing to the customer, such as accounts payable cheques, these amounts will be applied to the customers' water arrears, with notification to the customer.
<b>Addition to Collectors' Roll</b>	Under O. Reg. 581/06 of the Municipal Act, the Township of Chapple reserves the right to transfer the unpaid balance of a water bill (regardless of who receives it) to the owners' property tax account for collection, with prior notice to the owner and with approval from the CAO/Clerk-Treasurer or designate. Once the Collectors' Roll has been updated, notification will again be made to the property owner and mortgage company, if applicable.

**Township of Chapple – Water and Sanitary Sewer Contract**

Customers' Name: _____	Phone #: _____
Present Address: _____	Employer: _____
Previous Address: _____ (if above address is less than 5 years)	How long: _____
Drivers' License #: _____	Prov.: _____
Other ID: _____	

**Request Service at the following address: \_\_\_\_\_ on \_\_\_\_\_**  
*Date*

- A. This application, when signed by the Customer and executed by the Township of Chapple by the signature of a proper representative, shall be a contract for the supply of water and sanitary sewer services between the Customer and the Township of Chapple under and governed by the Public Utilities Act R.S.O., 1990, P.52
- B. The Customer and the Township of Chapple agree to comply with the applicable conditions hereof and agree that the said conditions are a part of this contract.

1. The Customer shall commence paying the rates and charges authorized from time to time by the Corporation of the Township of Chapple on the date that the sanitary sewer and/or water is connected. Interest charges of 1.25% per month will be added if the utility bill is not paid in full on or before the due date.
2. This contract, when executed by the Customer and the Township of Chapple, shall be binding upon them and their heirs, executors, administrators, successors and assigns respectively, and on the property mentioned in this contract and the vacating of the said property or change in occupation or ownership thereof shall not release the said property from this contract except as at the option and by written consent of the Township of Chapple.
3. The Township of Chapple reserves the right upon default by the Customer or performance hereunder to disconnect the supply of sanitary sewer and water service to the Customers' premises after the expiration of 10 days from the date of issue of a Disconnect Notice.
4. If sanitary sewer and water services are disconnected for non-payment of bills, the Customer is still liable for the money owed, and the supply of sanitary sewer and water services shall not be reconnected until outstanding bills are paid or at the option of the Township of Chapple.
5. All water meters and any other equipment of the Township of Chapple on or in said premises shall be at the risk of the Customer. If any of the said meters or other equipment are destroyed or damaged other than by ordinary wear and tear, the Customer shall pay to the Township of Chapple the value of such meters or equipment so damaged or destroyed or the cost of replacing or repairing same.
6. The Township of Chapple agrees to use reasonable diligence in providing a regular and uninterrupted supply of sanitary sewer and water services, but does not guarantee a constant supply, nor guarantee any particular level of such service and will not be liable for damages to the Customer by reason of any failure in respect hereof.
7. The customer agrees to be governed by any by-law regarding sanitary sewer and water services that the Council of the Corporation of the Township of Chapple deems necessary to pass.

**Customer Signature:** \_\_\_\_\_

Date of Application: \_\_\_\_\_

Accepted by: \_\_\_\_\_

**TOWNSHIP OF CHAPPLE**

**WORK REQUISITION  
(WATER TURN OFF/ON)**

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

PHONE #: \_\_\_\_\_

NAME OF PERSON REQUESTING WORK: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BILLING ADDRESS (if different from above) \_\_\_\_\_

The undersigned has read the attached forms and accepts the conditions and all charges incurred and by signing, hereby authorize the Township of Chapple Operations & Facilities Division to carry out the following work, namely:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

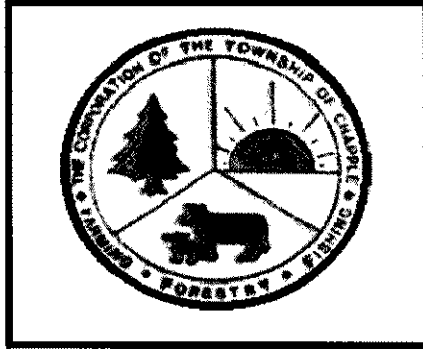
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Property owner or Authorized Rep.*

\_\_\_\_\_  
Print Name of Owner or Authorized Representative

Work Order Prepared By: \_\_\_\_\_

Work Carried Out By: \_\_\_\_\_



**REGISTERED MAIL**

Date: \_\_\_\_\_

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Dear Sir or Madam:

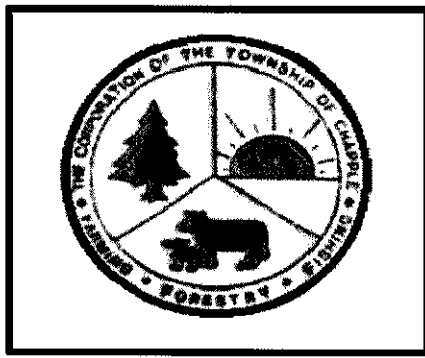
**IMPORTANT NOTICE CONCERNING  
YOUR WATER ACCOUNT # \_\_\_\_\_  
ADDRESS \_\_\_\_\_**

A water billing covering the bi-monthly period from \_\_\_\_\_ to \_\_\_\_\_ has been issued. This billing indicates that your account is in arrears. In order to avoid any further actions by the Township of Chapple, please pay the total balance outstanding \$ \_\_\_\_\_ by \_\_\_\_\_.

As per the Township of Chapple collection policy and By-Law \_\_\_\_\_, If a water bill is two (2) bi-monthly billings in arrears, the water supply to the property shall be turned off without further notice. A charge as set out in the Schedule of Fees By-Law, currently \$ \_\_\_\_\_ shall be levied for any water supply disconnection and \$ \_\_\_\_\_ for any water supply reconnection. If the water supply to the property is turned off for non-payments shall be in the form of certified cheque, cash or money order and **in full** before the water service shall be restored.

Your immediate attention to this matter is greatly appreciated. If you have any questions concerning your bill, please contact the Township of Chapple office at (807) 487-2354.

CAO/Clerk-Treasurer  
Township of Chapple



Date: \_\_\_\_\_

### NOTICE TO RESIDENT

It has been brought to our attention that your water and sewer account is in arrears.

We have been instructed to turn off your water unless these accounts are paid up to date.

Please contact the CAO/Clerk-Treasurer at the Municipal Office, 487-2354, and make arrangements to have this matter taken care of immediately.

If arrangements have not been made by \_\_\_\_\_ a.m. on \_\_\_\_\_  
your water will be turned off. \_\_\_\_\_

Thank you for attending to this matter.