

**COUNTY OF FORTY MILE NO. 8  
FOREMOST, ALBERTA**

**RECOVERY OF OUTSTANDING FEES AND TAXES POLICY**

***Purpose:***

This policy outlines the procedures for recovery of outstanding fees and taxes incurred by Long Term Lease Holders and Seasonal Renters in 40 Mile Park.

***Policy:***

All Long Term Lease Holders and Seasonal Renters are obligated to pay the fees as set by the 40 Mile Park Management Committee and Taxes in accordance with the yearly Tax Notice.

**Seasonal Renter Fees:**

Seasonal Renters will be mailed an invoice for annual fees and a rental agreement as determined by the 40 Mile Park Management Committee. Payment of invoice must be received in the County Office by April 1 of every year. If the rental invoice is outstanding on April 1, the Renter shall be provided a written notice and informed that failure to pay by April 15 will result in cancellation of the Seasonal Rental.

As of April 15 any Seasonal Rental Invoice in arrears shall be cancelled and the Seasonal Rental Campsite shall be opened up for distribution according to the Policy of Distribution of Seasonal Campsites.

**Long Term Lease Fees / Taxes:**

Long Term Lease Holders are subject to the terms and conditions of the Agreement for Sub-lease. Lease Holders will be mailed an invoice or notice for annual fees as determined by the 40 Mile Park Management Committee and taxes as determined by the County of Forty Mile No. 8. Failure to pay invoiced fees or taxes will result in the Lease Holder being in default of the Agreement for Sub-lease and will be subject to the "*Remedies for Default*" provisions of Section 12 of the Agreement for Sub-lease.

The Lease Holder shall be notified that they have 30 days to remedy the default. If after 30 days the Lease Holder remains in arrears for fees or taxes the following shall occur:

- All services (water and road access) shall be cut off until the default is remedied, as per Section 12.5 of the Agreement for Sub-lease. Access to the Park will be denied until default is remedied.

Failure to remedy default within 30 days of cut off or services or any attempt to interfere with cut off of service shall result in Termination of the Agreement for Sub-lease as per Section 12.2. The Lease Holder shall be provided written notice of Termination of Agreement of Sub-lease that may require the Lease Holder to vacate and remove any properties from the site within 30 days of termination as per Section 7.2.