

**TOWN OF KAMSACK
BYLAW NO. 28/2006**

**A BYLAW TO PROVIDE FOR THE ABATEMENT OF RESIDENTIAL
IMPROVEMENTS, IN WHOLE OR IN PART, FROM TAXATION.**

The Council of the Town of Kamsack, in the Province of Saskatchewan, enacts as follows:

Title

1. This Bylaw may be referred to as “The Residential Property Tax Concession Bylaw.”

2. The following tax concessions shall be applicable to residential property owners in the Town of Kamsack:

a) For the construction of or moving of a new home in/to the Town of Kamsack, the following tax concession shall be provided:

- i) Year One - 100% of the improvement portion of the municipal taxes only
- ii) Year Two - 50% of the improvement portion of the municipal taxes only

providing the owners maintain ownership of the property for the duration of the tax concession (2 year period).

b) For the construction of an addition to an existing home, providing the addition increases the square footage of the home by 25% or greater (as determined by the building permit), the following tax concession shall be provided:

- i) Year One - 50% of the improvement portion of the municipal taxes on the addition only
- ii) Year Two - 25% of the improvement portion of the municipal taxes on the addition only

c) Section 2(a) shall apply only if the purchase price of the lot, if purchased from the Town, is \$500.00 or greater.

3. General

a) One year from the date the final assessment for the property is confirmed shall be allowed for an owner to apply for a residential tax concession.

b) Applications for tax concessions shall originate with the property owner, and shall be sent to the Town, in writing. Only one application shall be considered in a calendar year (January 1 - December 31). Each tax concession will be in the form of an Agreement signed by both the Town and the property owner. A Bylaw will be passed by Council to enter into said Agreement. The form of the Agreement shall be as shown by Exhibit “A”, attached to and forming part of this Bylaw.

c) Frontage taxes are not included in any tax concession.

d) Each application for a tax concession will be considered by Council, and may be rejected. Council may enter into Agreements other than those listed in Section 2 (a), or (b), at its’ discretion. Council’s decision shall be considered final.

e) Tax concessions will be given provided taxes are paid on or before December 31 of each year. If taxes are not paid before December 31 of a given year within the duration of a tax concession, the agreement shall be considered void.

f) This Bylaw is made in accordance with Section 295(2) of *The Municipalities Act*.

Bylaw No. 28/2006 – Residential Property Tax Concession

g) Bylaw No. 07/2001 is hereby repealed.

h) This Bylaw shall come into force and take effect on the final date of passing.

Mayor

Town Administrator

Read a third time and adopted

this ____ day of _____ 2006.

EXHIBIT "A" OF BYLAW NO. 28/2006 OF THE TOWN OF KAMSACK

THIS AGREEMENT made in duplicate this _____ day of _____, A.D., _____.

BETWEEN:

**THE TOWN OF KAMSACK
OF THE FIRST PART**

AND

**PROPERTY OWNER
OF THE SECOND PART**

WHEREAS Section 295(2) of *The Municipalities Act*, authorizes a Municipality to pass a bylaw to enter into an agreement with an owner or occupant of any land or improvements designated in the said bylaw for the purpose of abating that land, or improvements from taxation for not more than five (5) years;

NOW THEREFORE the Council of the Town of Kamsack hereby agrees to abate from taxation the following, effective _____:
(insert effective dates of concession)

Year One (1) _____ (insert applicable rate)
Year Two (2) _____ (insert applicable rate)

AND any taxes that are payable in any given year are paid up by December 31 of the year they are due. For the duration of this agreement, no tax concessions will be granted if any taxes due are unpaid by December 31.

THIS AGREEMENT shall be in full force and effect only during such time as:

_____ own the property described as:
(insert property owners)

(insert legal description of property)

IN WITNESS WHEREOF the Parties have hereunto caused their hands and seals to be affixed the day and year first above written.

TOWN OF KAMSACK

Mayor

Town Administrator

S E A L

**SIGNED, SEALED AND DELIVERED
in the presence of:**

OR IN THE CASE OF A CORPORATION

_____ has hereby caused this Agreement to be executed by its proper officers in that behalf.

(Corporate Seal)

Per _____

Per _____