**TAX HOLIDAY BYLAW**

**Rural Municipality of Paddockwood No. 520**

**BYLAW NO. 1-2025**

**A BYLAW TO PROVIDE FOR ENTERING INTO A TAX HOLIDAY ON NEW IMPROVEMENTS AGREEMENT FOR THE PURPOSES OF ECONOMIC DEVELOPMENT**

The Council of the Rural Municipality of Paddockwood No. 520 in the Province of Saskatchewan enacts as follows:

1. This bylaw may be cited as the Tax Holiday Bylaw.
2. The Rural Municipality of Paddockwood No.520 is hereby authorized to enter into an agreement, attached hereto and forming a part of this bylaw, and identified as “Exhibit A”, with the assessed owner of any land within the boundaries of the R.M. of Paddockwood No.520 to exempt said improvements from taxation for the purpose of economic development.
3. Eligibility

a) Residential

 i) Must be new construction of, or on a residential dwelling of a

 minimum of 600 sq.ft.

 ii) Exemption only applies to the first dwelling on the titled property

 iii) Improvement that increase the assessed value of an existing dwelling

by 50% or more, the newly constructed portion of the dwelling is eligible.

 iv) Only one exemption shall be granted per building per owner(s). At

 the discretion of Council.

 b) Commercial

 i) Must be new construction of a commercial building on correctly

 zoned titled property.

 ii) Minimum of 1,000 sq.ft.

 iii) Must be a new business that will not be in direct competition with

 an established business within the same vicinity.

 iv) Improvement that increase the assessed value of the building by

 50% or more, the newly constructed portion of the building is

 eligible.

1. The said exemption of improvement under section 2 are in the case of a residential improvement exempted from taxation for a period of three (3) years from the date of the building permit being issued. In the case of a commercial building a minimum of one (1) year and no more than five (5) years as per the discretion of the Council of the Rural Municipality of Paddockwood No.520.
2. All applicants for exemption must have an approved building permit prior to commencement of construction. If applicant fails to acquire the permit prior to the commencement of construction, said applicant forfeits the right to the tax holiday on the building.
3. Property will be subject to minimum residential tax and any essential services levies.
4. Bylaws 1-07, 10-08 and 4-11 are hereby repealed.

The Reeve and the Administrator of The Rural Municipality of Paddockwood No.520 are hereby authorized to sign and execute the attached agreement identified as “Exhibit A”.

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

 Reeve: Lance Fehr Administrator: Naomi Hrischuk

Certified true copy of Bylaw 01-2025 and read a

third time and adopted this \_\_\_\_\_\_\_\_\_ day of

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_\_\_\_\_\_ *Seal*

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

Administrator: N. Hrischuk

**Exhibit A to Bylaw No. 01/25**

## A G R E E M E N T

THIS AGREEMENT made in duplicate

|  |  |
| --- | --- |
| Between: | The Rural Municipality of Paddockwood No.520 in the Province of Saskatchewan |
| And: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Province of Saskatchewan |

WITTNESSETH THAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the owner of the land and/or improvements as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(legal description of land and/or improvements)*

IT IS AGREED THAT:

1. The taxable assessment of said improvements shall be exempt from taxation for the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ inclusive
2. The owner hereby agrees to
* construct said improvement(s) within the allotted exemption period;
* pay any remaining portion of the yearly tax associated with the improvement

 upon the completion of the exemption period.

1. This agreement shall be terminated upon

- demolition of existing improvements;

- The sale of the subject property by the owner

1. It is agreed that this written instrument embodies the entire Agreement of the parties hereto with regard to matters dealt with herein and that no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

Dated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| Rural Municipality of Paddockwood No.520 |  |  |
|  |  | Reeve |
| [Seal] |  |  |
|  |  | Administrator |
|  |  |  |
|  |  |  |
| Witness |  | Assessed Owner |
|  |  |  |
|  |  | Assessed Owner |

#### AFFIDAVIT OF EXECUTION

|  |  |
| --- | --- |
| **C A N A D A****PROVINCE OF SASKATCHEWAN****TO WIT:** | I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (occupation) make oath and say |

1. That I was personally present and did see \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
2. That the same was executed at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Province of Saskatchewan, on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and that I am a subscribing witness thereto;
3. That I know the said applicant and he/she is in my belief the full age of eighteen years

|  |  |  |
| --- | --- | --- |
| SWORN before me at the town of Paddockwood in the Province of Saskatchewan, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ |  |  |
|  |  |  |
| A Commissioner for Oaths in and for SaskatchewanMy appointment expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Witness |

*This form should be used when agreements are entered into with individuals or non-corporate bodies. The signing of the agreement by these parties would be witnessed, and the witness should sign this affidavit in the presence of a Commissioner for Oaths. This affidavit should be retained with the agreement.*