

ANNUAL SPECIAL TAX LEVY AGREEMENT

This Agreement is made as of this 24 day of August, 2021,

BETWEEN:

RURAL MUNICIPALITY OF MCKILLOP NO. 220

(the "Municipality")

AND:

THE HAMLET BOARD OF THE ORGANIZED HAMLET OF  
SPRING BAY

(the "Hamlet")

WHEREAS:

- A. The Hamlet is an organized hamlet within the Municipality pursuant to *The Municipalities Act* (the "Act").
- B. Pursuant to s. 69 of the Act, the Municipality has agreed to decrease the Hamlet's allocation of property taxes subject to, *inter alia*, the Hamlet entering into this agreement.
- C. Pursuant to s. 69 of the Act, the Hamlet has agreed to a forty (40) percent (Hamlet)/ sixty (60) percent (Municipality) split of the hamlets property taxes subject to, *inter alia*, the Hamlet entering into this agreement.
- D. The Municipality may implement an annual assessment and a special levy where applicable, pursuant to s. 70 of the Act, on the basis of ensuring that the Municipality's tax collections for the Hamlet are sufficient for the actual costs incurred in providing services to the Hamlet.

NOW THEREFORE in consideration of the promises and the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ANNUAL ASSESSMENT

- 1.1 In accordance with the *Municipalities Act*, the Municipality may, and the Hamlet consents, to the Municipality conducting an annual assessment to determine if there is any deficiency in the tax collections to actual costs incurred by the Municipality in providing services to the Hamlet.
- 1.2 In the event that such a deficiency exists, the Municipality may levy a special tax against the Hamlet in the amount of the determined by the annual Assessment and Municipal budget (the "Special Levy").
- 1.3 The Municipality shall notify the Hamlet in writing at least thirty (30) days following the completion of the annual assessment of the amount of the Special Levy against the Hamlet.

## 2. PAYMENT OF SPECIAL LEVY

- 2.1 Unless otherwise determined by the Municipality, the property owners within the Hamlet shall pay the Special Levy no later than December 31<sup>st</sup> in the year it was levied.
- 2.2 The parties agree that the collected Special Levy shall not form part of or be credited to the Hamlet's account that is maintained by the Municipality pursuant to s. 69 of the Act. The Municipality shall retain one-hundred (100) percent of the special levy levied and collected.
- 2.3 Should the Special Levy not be paid within the timeframe indicated above, it shall be subject to the same interest rate that tax arrears are subject to and the property owners within the Hamlet shall be responsible for paying the interest in addition to any Special Levy in arrears.

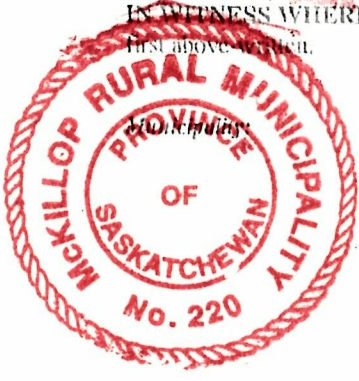
## 3. GENERAL PROVISIONS

- 3.1 Any notice or communication required or permitted to be given hereunder to a party shall, as applicable, be by personal delivery or courier or email addressed to such party as follows:
  - (a) If to the Municipality:  
RM of McKillop No.220  
Box 220  
Bulyea, SK S0G 0L0  
[rm220general@rm220.ca](mailto:rm220general@rm220.ca)
  - (b) If to the Hamlet:  
Organized Hamlet of Spring Bay  
Attn: Karen Kramer CPA, CMA  
940 Victoria Ave East  
Regina, SK S4N 7A9  
[springbayhamlet@gmail.com](mailto:springbayhamlet@gmail.com)
- 3.2 The Municipality and Hamlet may submit any disagreement which may arise with respect to the terms and conditions of this Agreement to the appeal board (as referred to in the Act) in accordance with section 77 of the Act.
- 3.3 This Agreement may only be altered or amended by way of written agreement duly executed by the parties hereto.
- 3.4 This Agreement shall be governed by the laws of the Province of Saskatchewan.
- 3.5 The parties hereby covenant and agree to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents and do or perform or cause to be done or performed any further acts and things as may be necessary or desirable in order to give full effect to this Agreement.

- 3.6 This Agreement may be executed in counterparts and delivered in person or by e-mail, facsimile or other similar means of electronic communication, which of which, when so executed and delivered, shall be deemed to be an original and such counterparts taken together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year first above written.



RURAL MUNICIPALITY OF MCKILLOP NO. 220

Per: [Signature]  
Name: Bob Schmidt  
Title: Reeve

Per: [Signature]  
Name: Brandi Morissette  
Title: Administrator

Hamlet:

HAMLET BOARD OF THE ORGANIZED HAMLET OF SPRING BAY

Per: [Signature]  
Name: Karen Kramer  
Title: Chair

Per: [Signature]  
Name: David Price  
Title: Secretary

Per: [Signature]  
Name: Calvin Fisher  
Title: Member