

A BYLAW OF THE TOWN OF LUMSDEN AUTHORIZING COUNCIL OF THE SAID TOWN TO ENTER INTO A HOUSING AGREEMENT

"WHEREAS provision is made in the Saskatchewan Housing Corporation Act, 1973, enabling the Council of any Municipality, subject to the approval of the Local Government Board, to enter into a Housing Agreement or Agreements as contemplated by Section 26 of the said Act, and"

WHEREAS the Council of the Town of Lumsden deems it expedient to undertake a Housing Project within the terms of the said Act:

NOW THEREFORE, the Council of the Town of Lumsden enacts as follows:

- (1) That the proposed agreement hereunto annexed and marked as Schedule "A" to the Bylaw and which is deemed to be part of this Bylaw, being an agreement between:

THE SASKATCHEWAN HOUSING CORPORATION
(Hereinafter called "the Provincial Corporation")

OF THE FIRST PART:

-- and --

THE TOWN OF LUMSDEN

OF THE SECOND PART:

be and the same is hereby ratified and confirmed.

- (2) That the Mayor and Town Administrator for the Town of Lumsden be and they are hereby authorized and empowered to sign the said agreements on behalf of the said Town and affix thereto the corporate seal of the Town.
- (3) That this Bylaw shall come into force on the day of its approval by the Local Government Board.

INTRODUCED AND READ A FIRST TIME THIS 10th DAY OF MARCH A.D., 1980

READ A SECOND TIME THIS 10th DAY OF MARCH A.D., 1980

READ A THIRD TIME THIS 24th DAY OF MARCH A.D., 1980
AND PASSED AS READ.


D/ Mayor


Town Administrator

CERTIFIED A TRUE COPY
OF BYLAW NO. 5/80
OF THE TOWN OF LUMSDEN.

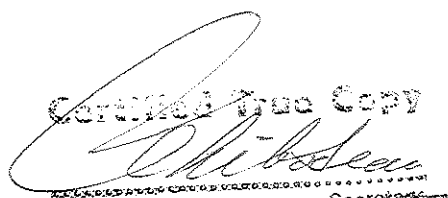

Town Administrator

Approval to Agreement: Consent to
Pass Bylaw - Town of Lumsden

The Council of the Town of Lumsden has submitted copy of proposed Agreement between the said Town and the Saskatchewan Housing Corporation, respecting the acquisition and developing of lands and the construction thereon of a rental housing project of approximately 7 housing units, supported by a request from the said Council of the Town of Lumsden for the approval of the Local Government Board of the said Agreement and consent to the passing of proposed Bylaw No. 5/80 in connection therewith, pursuant to the provisions of The Saskatchewan Housing Corporation Act.

After due consideration, the Board decided to approve of the said Agreement and give its consent to the passing of the said bylaw.

Excerpt from minutes
of a meeting
MAR 17 1980
THE
LOCAL GOVERNMENT BOARD

Certified True Copy

Secretary
Member

THIS AGREEMENT made this 8th day of April A.D., 1980.

BETWEEN

THE SASKATCHEWAN HOUSING CORPORATION
(hereinafter called "the Provincial Corporation")

- and -

THE Town OF Lumsden
in the Province of Saskatchewan
(hereinafter called "the Municipality")

OF THE SECOND PART:

PUBLIC RENTAL HOUSING AGREEMENT

This is Schedule "A" to Bylaw No. 5/80 adopted by the Council of the Town of Lumsden this 24 day of MARCH A.D., 1980.

[Signature]
Mayor
[Signature]
Town Administrator

WHEREAS, by an agreement dated the 18th day of June A.D., 1974, between Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Province of Saskatchewan, Canada Mortgage and Housing Corporation, and the Saskatchewan Housing Corporation, the said parties may finance jointly the acquisition or construction of houses,

AND WHEREAS Clause 1 of the said agreement provides for the designation of specific projects from time to time by designation agreements.

AND WHEREAS by a designation agreement between the Saskatchewan Housing Corporation and Canada Mortgage and Housing Corporation (hereinafter called "the Corporation") dated 18th day of FEBRUARY A.D., 1980, a project consisting of 7 units, in the Town of Lumsden in the Province of Saskatchewan, and identified as Project No.2 (F.P. 3/79) was designated as a housing project;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, do covenant and agree with each other as follows:

1. The parties hereto mutually agree, pursuant to Section 40 of the National Housing Act and Section 15 of the Saskatchewan Housing Corporation Act, to co-operate, in accordance with the terms and conditions hereunder and on the basis of the terms and conditions contained in the above noted designation agreement and the master agreement, in the construction and/or acquisition of the housing project as named and referred to in the designation agreement hereunto annexed as Schedule "A" to this agreement.
2. The municipality agrees to sell to the Provincial Corporation, or the "responsible party" as nominated in the designation agreement, the lands shown outlined in red on the plans hereunto attached and marked as Schedule "B" to this agreement (hereinafter referred to as "the lands") as are required for the development of the project and shall accept as consideration for the

said transfer sum of NIL

3. The Municipality further agrees that the land shall be transferred, free and clear of all encumbrances, to the Corporation, or the "responsible party", which lands shall be held in trust for the parties as established in the master agreement as above outlined.

4. The Municipality further agrees that it will assume its appropriate share of the capital costs of the project, which share shall be 20% of the Provincial Corporation's 25% share of the capital costs, and similarly, that it will pay or receive a similar proportionate share of the profits or deficits resulting from the operation of the project during each calendar year. The interest rates for the purpose of this agreement shall be $14\frac{1}{2}\%$ per annum in respect of the Corporation and 15 % per annum in respect of the Provincial Corporation and the Municipality, both rates calculated semi-annually and not in advance.

5. The Municipality agrees that it will carry out the engineering design, construction and installation, including field investigation and layout, preliminary final planning and the preparation of such plans, working drawings and specifications as may be necessary in connection with the provision of services and/or improvements in accordance with standard engineering practices, and without restricting the generality of the foregoing, provide the following services:

1. Sewer and water mains;
2. Gravelled roads;
3. Gravelled lane; and
4. Street lighting.

6. The Corporation and/or the "responsible party" shall require all contractors engaged in construction of the project to apply to the Municipality and for all required permits, including building, plumbing and water service permits. The Municipality may inspect the building operations and shall inspect the plumbing installations and any representations as a result of such inspection, shall be made to the Corporation and/or the "responsible party". The housing units shall be of a standard at least equal to the minimum requirements for planning, construction and materials for buildings upon which loans are made under the National Housing Act.

7. The Corporation and/or the "responsible party" shall provide such easements as the Municipality, or other public utility "may require for sewers, water mains and public utility service lines (including street lighting lines) as are necessary within the project areas.

8. (1) The parties hereunto agree that the project, when completed, will be administered by a local housing authority (hereinafter called "the Authority") duly appointed under and by provisions of the Saskatchewan Housing Corporation Act, and further agree to enter into an agreement between the Local Housing Authority of the first part, the Corporation and the Provincial Corporation of the second part, and the Town of Lumsden of the third part. The agreement shall provide for the payment by the authority to the Municipality, annually, in lieu of general and school taxes with respect to the land and buildings used for such housing accommodation, a sum of money equal to that which would otherwise be payable to the Municipality, if such lands were not otherwise exempt from taxation.

(2) The rentals to be charged by the Local Housing Authority shall be established from time to time by the Corporation and the Provincial Corporation or shall be such as may be determined by the Local Housing Authority pursuant to a formula to be established from time to time by the Corporation and the Provincial Corporation.

9. The Municipality agrees that no municipal taxes, rates or charges shall be levied or imposed against the Corporation and/or the "responsible party" in respect of the project, so long as owned by it, and no grant in lieu thereof shall be paid in respect of the period prior to the occupancy of each building or group of buildings in the said project.

10. The Municipality shall provide to the tenants or occupants of the housing units within the project, all facilities and services that are provided to other property owners or tenants in the Municipality, including, but without limiting the generality of the foregoing, garbage collection, fire and police protection and educational facilities.

11. Nothing herein shall be construed to prevent the sale or other disposition of any of the lands and buildings forming part of the project, and the Corporation and/or the "responsible party" may sell or otherwise dispose of any of such lands or buildings, or both, for such amount upon such terms and conditions as may be agreed upon by the Corporation and/or the "responsible party".

12. In the event that the housing units or any of them are destroyed from any cause, or sold by the parties hereto at any time prior to the complete amortization of the cost of the project, then the Provincial Corporation shall pay to the Municipality, such sum or sums as shall be required to restore the respective share of the capital investment to the Municipality.

13. The parties hereunto mutually agree to execute such further conveyances and other documents as are necessary to implement the provisions and intentions of this agreement.

DATED THIS 8th DAY OF APRIL

A.D., 80.



SASKATCHEWAN HOUSING CORPORATION

[Handwritten signature of Walter E. Smishek]

Honourable Walter E. Smishek, Minister-in-Charge of the Saskatchewan Housing Corporation

[Handwritten signature of Alex Fowlie]

Alex Fowlie, Assistant General Manager Saskatchewan Housing Corporation

THE Town OF Lumsden

[Handwritten signature of Town Administrator]
Town Administrator

[Handwritten signature of Mayor]
D/Mayor

SCHEDULE "B"

Schedule of Lots Purchased by the Partnership including
Legal Description

LOT	BLOCK	PLAN	FRONTAGE	SEWER AND WATER MAINS SUBJECT TO A LOCAL IMPROVEMENT TAX		TOTAL COST OF LAND INCLUDING*
				WATER	SEWER	
				EXPIRY YEAR	ANNUAL TAX	
Parcel C	A	73R44377				NIL

1. Sewer and water mains;
2. Gravelled roads;
3. Gravelled lane; and
4. Street lighting.

DESIGNATION AGREEMENT

RE: FEDERAL-PROVINCIAL HOUSING AGREEMENT, SECTION 40 NATIONAL HOUSING ACT

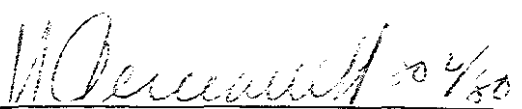
WHEREAS by an agreement dated the 18th day of June 1974 between Canada, the Province of Saskatchewan, Canada Mortgage and Housing Corporation, the Corporation, and the Saskatchewan Housing Corporation may finance jointly the acquisition or construction of houses.

AND WHEREAS clause 1 of the said agreement provides for designation of specific projects from time to time by designation agreements.

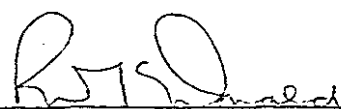
It is agreed as follows:

1. The "responsible party" for the purposes of Clause 3, 4, 12, 13 and 14 of the said agreement shall be Canada Mortgage and Housing Corporation.
2. The project consisting of 7 units, in Lumsden and identified as Project No. Lumsden #2 (F.P. 3/79) is hereby designated a housing project.
3. The interest rates for the purpose of this agreement shall be 15 % per annum in respect of the share of the Saskatchewan Housing Corporation and 14½ % per annum in respect of the share of the Corporation, both rates calculated semi-annually not in advance.
4. The date of completion of the project shall be December 31, 1980 or such other date as the Corporation and the Saskatchewan Housing Corporation may agree upon and from and after that date capital expenditures shall cease and all expenditures made thereafter shall be regarded as operating expenses.
5. The payments to be made by the occupant of each housing unit shall be in accordance with Schedule "C" and Schedule "D" attached.
6. Canada and the Province agree to co-operate in the development and implementation of a program of public information respecting the construction or acquisition of the project under this agreement that accurately reflect the role and contributions of Canada and the Province and the agents thereof and without limiting the generalities of the program agree to:
 - (a) Supply, erect and maintain during the course of construction, where appropriate, a project sign or signs specifying that the relevant project is a federal-provincial project financed by contributions by the Government of Canada and Canada Mortgage and Housing Corporation and the Government of the Province of Saskatchewan.
 - (b) Supply, erect and maintain upon completion of the project, where appropriate, a permanent sign or plaque to the effect set forth in (a).
 - (c) Invite to any ceremonies associated with the project under this agreement the Federal Minister, the Provincial Minister, the MP and MLA for the area and the President of CMHC and the Head of the Provincial Agency or their respective representatives.
 - (d) Arrange jointly any announcements relating to this agreement or projects undertaken pursuant to this agreement.

SIGNED BY THE PARTIES HERETO this 18th day of FEBRUARY A.D. 1980



 Manager, Canada Mortgage and Housing Corporation



 R.W. McDonald, Saskatchewan Housing Corporation

SCHEDULE "B"

Schedule of Lots Purchased by the Partnership including
Legal Description

LOT	BLOCK	PLAN	FRONTAGE	SEWER AND WATER MAINS SUBJECT TO A LOCAL IMPROVEMENT TAX		TOTAL COST OF LAND INCLUDING*
				WATER	SEWER	
				EXPIRY YEAR	ANNUAL TAX	
Parcel C	A	73R44377				NIL

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1970 GRADUATED FULLY-SERVICED RENTAL SCALE FOR PUBLIC HOUSING

<u>Family Income</u>	<u>Monthly Rate</u>	<u>%</u>	<u>Family Income</u>	<u>Monthly Rate</u>	<u>%</u>
Up to					
\$200.00	\$ 34.00	17.4	\$343.00	\$ 81.00	23.9
\$201.00	\$ 35.00		\$346.00	\$ 82.00	
\$204.00	\$ 36.00		\$349.00	\$ 83.00	
\$207.00	\$ 37.00		\$352.00	\$ 84.00	
			\$355.00	\$ 85.00	
\$210.00	\$ 38.00	18.1			
\$213.00	\$ 39.00		\$358.00	\$ 86.00	24.0
\$216.00	\$ 40.00		\$361.00	\$ 87.00	
			\$364.00	\$ 88.00	
\$220.00	\$ 41.00	18.6			
\$223.00	\$ 42.00		\$367.00	\$ 89.00	24.2
\$226.00	\$ 43.00		\$370.00	\$ 90.00	
			\$373.00	\$ 91.00	
\$229.00	\$ 44.00	19.2			
\$232.00	\$ 45.00		\$376.00	\$ 92.00	24.5
\$235.00	\$ 46.00		\$380.00	\$ 93.00	
			\$383.00	\$ 94.00	
\$238.00	\$ 47.00	19.7			
\$241.00	\$ 48.00		\$386.00	\$ 95.00	24.6
\$244.00	\$ 49.00		\$389.00	\$ 96.00	
			\$392.00	\$ 97.00	
\$247.00	\$ 50.00	20.2			
\$250.00	\$ 51.00		\$395.00	\$ 98.00	24.8
\$253.00	\$ 52.00		\$398.00	\$ 99.00	
			\$401.00	\$100.00	
\$256.00	\$ 53.00	20.7			
\$260.00	\$ 54.00		\$404.00	\$101.00	25.0
\$263.00	\$ 55.00		\$408.00	\$102.00	
\$266.00	\$ 56.00		\$412.00	\$103.00	
			\$416.00	\$104.00	
\$269.00	\$ 57.00	21.2	\$420.00	\$105.00	
\$272.00	\$ 58.00				
\$275.00	\$ 59.00		\$424.00	\$106.00	25.0
			\$428.00	\$107.00	
\$278.00	\$ 60.00	21.6	\$432.00	\$108.00	
\$281.00	\$ 61.00				
\$284.00	\$ 62.00		\$436.00	\$109.00	25.0
			\$440.00	\$110.00	
\$287.00	\$ 63.00	22.0	\$444.00	\$111.00	
\$290.00	\$ 64.00				
\$293.00	\$ 65.00		\$448.00	\$112.00	25.0
			\$452.00	\$113.00	
\$296.00	\$ 66.00	22.3	\$456.00	\$114.00	
\$300.00	\$ 67.00				
\$303.00	\$ 68.00		\$460.00	\$115.00	25.0
			\$464.00	\$116.00	
\$306.00	\$ 69.00	22.5	\$468.00	\$117.00	
\$309.00	\$ 70.00				
\$312.00	\$ 71.00		\$472.00	\$118.00	25.0
			\$476.00	\$119.00	
\$315.00	\$ 72.00	22.9	\$480.00	\$120.00	
\$318.00	\$ 73.00				
\$321.00	\$ 74.00		\$484.00	\$121.00	25.0
			\$488.00	\$122.00	
\$324.00	\$ 75.00	23.1	\$492.00	\$123.00	
\$327.00	\$ 76.00		\$496.00	\$124.00	
\$330.00	\$ 77.00		\$500.00	\$125.00	
			\$504.00	\$126.00	
\$333.00	\$ 78.00	23.4	\$508.00 and up		25.0
\$336.00	\$ 79.00				
\$340.00	\$ 80.00	23.5			

DEFINITION OF INCOME

For the purposes of this agreement, "Income" shall refer to the aggregate gross income, in whatever form received, of all members of the family, or of an individual where applicable, EXCLUDING:

1. Earnings of children in regular attendance of recognized institutions of learning; funds for tuition, such as scholarships, bursaries and contributions from non-resident family members.
2. Living out or travelling allowances of a family head.
3. Earnings of a working spouse of up to \$900. per annum.
4. Income from any source other than social assistance payments of a one-parent family up to \$900. per annum.
5. Earnings in excess of \$75. per month of all members of the family other than the family head or spouse, (this will include persons related by blood, marriage or adoption or other persons who may reasonably be assumed to form part of the family).
6. Capital gains, such as insurance settlement, inheritances, disability awards, sale of effects.
7. Family allowance.

RENT REDUCTIONS FOR CHILDREN

The above scale provides the rental rate for a family or individual with no children. A reduction in this rent of \$2. per month is allowable for each child with a minimum serviced rent of \$28. per month regardless of the number of children.

RECIPIENTS OF SOCIAL ASSISTANCE

Families in receipt of an allowance from the Department of Social Services under the Saskatchewan Assistance Act and Regulations, will pay a monthly rent for serviced or unserviced accommodation according to the following schedule:

Single person	-	\$50.00
Family of 2	-	\$55.00
Family of 3	-	\$60.00
Family of 4	-	\$65.00
Family of 5	-	\$70.00
Family of 6 and over	-	\$75.00

BYLAW NO. 5/80

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Town Administrator

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Town Administrator