

BYLAW NO. 3/73

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"

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 this Bylaw and which is deemed to be part of this Bylaw, being a tripartite agreement between:

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA represented by the Honourable Ron Basford, Minister of State for Urban Affairs (hereinafter called "the Federal Minister").

OF THE FIRST PART:

AND

HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN represented by the Honourable Everett Wood, Minister of Municipal Affairs. (hereinafter called "the Provincial Minister")

AND

CENTRAL MORTGAGE AND HOUSING CORPORATION
(hereinafter called "the Corporation")
(JOINTLY hereinafter called "the Partnership")

OF THE SECOND PART:

AND

THE TOWN OF LUMSDEN
(hereinafter called "the Town")

OF THE THIRD PART:

be and the same is hereby ratified and confirmed.

(2) That the Mayor and the 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 22nd day of October, A.D. 1973.

READ A SECOND TIME this 22nd day of October A.D. 1973.

READ A THIRD TIME this 13th day of November A.D. 1973,
and passed as read.

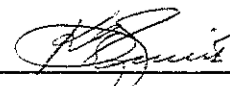


Mayor



Town Clerk.

CERTIFIED A TRUE COPY Of Bylaw No. 3/73



Town Clerk.

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 Her Majesty the Queen in Right of Canada, represented by the Minister of State for Urban Affairs; and between the said Town and Her Majesty the Queen in Right of Saskatchewan, represented by the Minister of Municipal Affairs and Central Mortgage and Housing Corporation, respecting the construction of a rental housing project of twenty housing units, supported by a request from the said Council of the Town of Lumsden for the approval of the Local Government Board to the said Agreement and consent to the passing of proposed Bylaw No. 3/73 in connection therewith, pursuant to the provisions of The Saskatchewan Housing Corporation Act, 1973.

After careful 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
OCT 30 1973
THE
LOCAL GOVERNMENT BOARD

Certified True Copy

Al MacLachlan

Secretary

PUBLIC RENTAL HOUSING AGREEMENT

(LUMSDEN 119-2-L57-1)

THIS AGREEMENT ENTERED INTO this 13 day of NOVEMBER A.D. 1973.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
represented by the Honourable Ron Basford,
Minister of State for Urban Affairs,

(hereinafter called "the federal Minister")

OF THE FIRST PART:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN
represented by the Honourable E.I. Wood,
Minister of Municipal Affairs,

(hereinafter called "the Provincial Minister")

- a n d -

CENTRAL MORTGAGE AND HOUSING CORPORATION
(hereinafter called "the Corporation")

(JOINTLY hereinafter called "the Partnership")

OF THE SECOND PART:

THE TOWN OF LUMSDEN

(hereinafter called "the Town")

OF THE THIRD PART:

WHEREAS the Federal Minister and the Provincial Minister at the request of the Town propose to undertake the construction of a rental housing project of approximately twenty (20) housing units (hereinafter referred to as "the project") in the Town of Lumsden, on the lands shown outlined in red on the plans attached and marked Schedule "A" to this Agreement (hereinafter referred to as "the lands");

AND WHEREAS it is intended that the project, when completed, will be administered by the Lumsden Housing Authority for rental to persons of low income;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

ACQUISITION OF TITLE:

1. In consideration of the sum of Twelve Thousand Dollars (\$12,000) for the land and services referred to in Schedule "A", the town agrees to convey the said land to the corporation forthwith in fee simple, free and clear of all encumbrances, however imposed, excepting local improvement rates imposed, incurred or charged against the lands subsequent to the year 1973. Title to the

THIS IS SCHEDULE "A" TO BY-LAW No. 2/73
ADOPTED BY THE COUNCIL OF THE TOWN
OF LUMSDEN THIS 13TH DAY OF NOVEMBER,
A.D. 1973.


MAYOR


TOWN CLERK

Lands shall be taken in the name of the Corporation and the lands shall be held in trust for the Provincial Minister and the Corporation as tenants in common.

CONSTRUCTION OF THE PROJECT

2. The Corporation will undertake or cause to be undertaken the construction of the project provided that, prior to construction the sketch designs, plans, outline specifications and construction contract relating thereto shall be approved by the Provincial Minister and the Town.

3. The Corporation shall require all contractors engaged in construction of the project to apply to the Town and pay for all required permits, including building, plumbing, and water services permits. The Town may inspect the building operations and shall inspect the plumbing installations and any representations as a result of such inspection shall be made only to the Corporation.

4. Notwithstanding the financial consideration stated in Clause 1, respecting the cost of land services referred to in the attached Schedule "A", the Town agrees that the following additional services and works are included:

(a) Sewer and water mains installed in First Avenue subject to a local improvement charge of \$195.30 per year until 1982 (279 feet at 70¢ per foot per year);

(b) Gravelled roads and lanes;

(c) Street lighting;

5. The Town agrees as a capital cost of the project to provide a sewer and water lateral and connection from the street mains to within 3 feet of the foundation wall of the project at a cost of \$400 plus \$5.50 per lineal foot. The partnership will look favourably on reasonable cost increases in this regard.

6. The Provincial Minister and the Corporation shall:

(1) (a) bear the cost of construction and installation of the services and improvements pursuant to Clause 5;

(b) enter into necessary agreements with the Town regarding crossings to provide vehicular access to the parking areas;

(c) provide such easements as the Town may require for such sewers, water mains and public utility service lines (including street lighting lines) as are necessary within the project areas;

- (2) When construction and installation of sidewalks, curb and pavement on the streets bordering the lands is undertaken, bear their share of the cost thereof, in conjunction with adjacent owners, under the local improvement procedure provided for in the Local Improvements Act of the Province of Saskatchewan.

CAPITAL COST OF THE PROJECT

7. The capital cost of the project shall mean the total of:
- (a) The cost of land and services pursuant to Clause 1 and Clause 4 in the sum of \$12,000.00;
 - (b) The cost of construction and installation of those services and improvements, pursuant to Clause 5;
 - (c) Amounts paid for professional or other services including disbursements for legal, surveying and such services required for the acquisition of the lands;
 - (d) Amounts paid to contractors for the construction of the project;
 - (e) Amounts actually paid in wages or salaries to employees of the Corporation who are fully engaged at the site of the work in the supervision of construction of the project, provided that the amount of such wages or salaries and their inclusion thereof, shall be approved by the Provincial Minister;
 - (f) Such other items of expense as shall be incurred for the construction of the project as shall be approved by the Provincial Minister and the Corporation;
 - (g) Interest on those items in (a) to (f) above, computed annually as at December 31st from the date of each advance by the Corporation or the Provincial Minister to the date of the completion of the project as agreed upon by the Provincial Minister and the Corporation:
 - (i) at the rate of eight and three eighths per centum (8 3/8%) per annum on payments made by the Provincial Minister towards the capital cost of the project, and

(ii) at the rate of eight per centum (8%) per annum on payments made by the Corporation toward the capital cost of the project;

less amounts received as the net rental from the project prior to the agreed upon date of completion of the project;

8. The Corporation will in the first instance make payment of all charges forming part of the capital cost of the project, whether the commitment for such payment shall have been made by the Provincial Minister, the Municipality or the Corporation provided, however, that no payment on a commitment made other than by the Corporation shall be made without the approval of the party who has made such commitment.

9. The Corporation shall, not less frequently than quarterly, provide to the Provincial Minister a statement or statements showing payments made by it toward the capital cost of the project and shall keep books, records and accounts of such payments and shall from time to time and at all reasonable times permit the inspection of such books, records and accounts by the Provincial Minister or by an auditor appointed by him.

10. (1) The capital cost of the project shall be borne 25% by the Provincial Minister and 75% by the Corporation, and the Provincial Minister shall quarterly pay to the Corporation on receipt of the statements referred to in Clause 9 the Provincial Minister's proportionate share of the total expenditures made in respect of the project during the quarter covered by the said statement.

(2) Capital recoveries from the sale of the project, or any part thereof, shall be shared by the Provincial Minister and the Corporation in the same proportions.

11. The Provincial Minister and the Corporation may with respect to the project or any defined portion thereof, prescribe a date from and after which capital expenditures shall cease and all expenditures made thereafter shall be regarded as operating expenses.

ADMINISTRATION OF THE PROJECT

12. (1) As the construction of each housing unit or group of housing units in the project is completed and ready for occupancy, the Lumsden Housing Authority (hereinafter called "the Housing Authority") shall be charged with and shall assume responsibility for the management, operation and administration thereof in accordance with an agreement to be entered into between the Housing Authority on the one part and the Provincial Minister and

the Corporation on the other part.

(2) The rentals to be charged by the Housing Authority shall be established from time to time by the Provincial Minister and the Corporation or shall be such as may be determined by the Housing Authority from a formula to be established by the Provincial Minister and the Corporation, provided that with respect to families in receipt of assistance under the Saskatchewan Assistance Act, 1966, the minimum rent chargeable shall be in accordance with the Schedule of Rent Allowances under the Saskatchewan Assistance Regulations.

TAXES

13. The Provincial Minister and the Corporation shall cause to be provided in an agreement with the Housing Authority respecting the administration of the housing accommodation that the said Housing Authority shall pay to the Town annually in lieu of general and school taxes with respect to the lands and buildings used for such housing accommodation a sum of money equal to that which otherwise would be payable to the Town if such lands and buildings were privately owned at values established in accordance with the provisions of Clause 14 hereof.

14. The said lands and buildings shall be assessed on the same basis as other lands and buildings within the Town at the values prescribed by the relevant statutes of the Province of Saskatchewan.

15. Notice of assessment of the said lands and buildings shall be mailed annually to the said Housing Authority and in the event of disagreement as to the amount thereto, the question shall be referred to the Minister of Municipal Affairs whose decision thereon shall be final.

16. The payment referred to in Clause 13 above shall be made on or before the third day of July in each year commencing with the year in which each building becomes occupied by tenants and shall be pro-rated to be applicable only to that portion of the first year during which each building is so occupied.

17. The Town agrees that no municipal taxes, rates or charges shall be levied or imposed against the Provincial Minister or the Corporation in respect of the project, so long as they are owned by the Provincial Minister and the Corporation, and no payment in lieu thereof shall be made in respect of the period prior to the occupancy of each building or group of buildings as aforesaid.

18. The Town agrees that no municipal taxes, rates or charges (but

not including business taxes, poll taxes, dog taxes, householder's taxes, garbage collection fees, water rates or electric rates) shall be levied or charged to the tenants or occupants of the housing units within the project, so long as such units are owned by the Provincial Minister and the Corporation.

19. The Town 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 Town including, but without limiting the foregoing, garbage collection, fire and police protection and educational facilities.

OPERATING PROFITS AND LOSSES

20. For the purpose of this agreement, "operating costs" shall mean:

(a) Amounts paid to the Town in lieu of taxes on the project;

(b) The cost of operating, repairing, heating, maintaining, administering and managing the project;

(c) Amortization calculated from the agreed upon date of completion referred to in paragraph (g) of Clause 7, over a period of fifty (50) years,

(i) on the Provincial Minister's share of the capital cost of the project with interest at the rate of eight and three eighths per centum (8 3/8%) per annum calculated semi-annually and not in advance, the factor therefore being 86.94120 per \$1,000 and

(ii) on the Corporation's share of the capital cost of the project with interest at the rate of eight per centum (8%) per annum calculated semi-annually and not in advance, the factor therefore being 83.24832 per \$1,000;

(d) Such other costs as may be approved by the Provincial Minister and the Corporation.

21. "Revenue" from the project shall mean the gross amount received by the Housing Authority as rental or other payments paid to it or received by it for the use or occupation of the project or any of it but shall not include amounts received for the sale or disposition of any assets forming a part of the project.

22. "Profits" and "losses" shall mean respectively the excess or deficiency, as the case may be, of operating costs over revenue.

23. The operation of the project shall be deemed to commence as of the date agreed upon by the Provincial Minister and the Corporation under subclause (g) of Clause 7 and profits and losses shall be calculated on an annual basis at the end of each calendar year.

24. Profits and losses shall annually be shared between the Provincial Minister and the Corporation in the ratio of 25% to the provincial Minister and 75% to the Corporation and such proportionate shares shall be adjusted in the books of account of the Partnership at such time as shall be determined by agreement between the Provincial Minister, the Corporation and the Housing Authority.

25. NOTWITHSTANDING the provisions of Clauses 10, 24 and 27 of this Agreement wherein it is provided that the capital cost of the project, capital recoveries therefrom and profits and losses thereon, be shared twenty-five per centum (25%) by the Provincial Minister and seventy-five per centum (75%) by Central Mortgage and Housing Corporation, it is hereby agreed between the Province and the Town that:

(a) The Town shall pay to the Province 20% of the Province's 25% share of the capital cost of the project;

(b) At the end of each calendar year there shall be an adjustment as between the Province and the Town, pursuant to which the Town will be paid 20% of the Province's share of any capital recoveries from the project, and 20% of the Province's share of any profits resulting from the operation of the project during each calendar year, and in the event of a deficit resulting from the operation of the project during each calendar year, the Town shall pay to the Province 20% of the Province's share of such deficit.

SALE OR OTHER DISPOSITION OF THE PROJECT

26. Nothing herein shall be construed to prevent the sale or other disposition of any of the lands or buildings forming a part of the project, and the Corporation and the Province may sell or otherwise dispose of any of such lands or buildings, or both, for such amount and upon such terms and conditions as may be agreed upon by the Provincial Minister and the Corporation.

27. In the event that the housing units or any of them are destroyed from any cause (and not replaced), or sold by the parties hereto at any time prior to the complete amortization of the cost of the project, then the Corporation shall pay to the Provincial Minister such sum or sums as shall be required to restore the respective share of capital investment to the original twenty-five per centum (25%) and seventy-five per centum (75%) basis by reducing the unamortized portion of the Provincial Minister's proportionate share of the capital cost to one-third of the unamortized portion of the Corporation's proportionate share of the capital cost, it being understood that by reason of the different amortization rates on their respective shares of the capital cost, the unamortized cost to the Provincial Minister will, prior to completion of the full amortization, and in the absence of adjustment as herein set out, exceed one-third of the unamortized cost of the Corporation.

28. All documents, vouchers, records and accounts as pertain to the project shall remain in the possession of the parties hereto for not less than seven (7) years from the date of completion of the project as prescribed by the Provincial Minister and the Corporation.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Honourable Ron Basford, Minister of State for Urban Affairs:

HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN, represented by The Honourable E.I. Wood Minister of Municipal Affairs:

SEALED WITH THE SEAL OF CENTRAL MORTGAGE AND HOUSING CORPORATION AND SIGNED BY:


President

Executive Director

SEALED WITH THE COMMON SEAL of the Town of Lumsden and signed by:



Mayor



Town Administrator

THIS IS SCHEDULE "A" REFERRED TO IN THE PUBLIC RENTAL HOUSING AGREEMENT DATED 13th DAY OF NOVEMBER, 1973, BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT OF SASKATCHEWAN, CENTRAL MORTGAGE AND HOUSING CORPORATION AND THE TOWN OF LUMSDEN:

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Townsite of Lumsden, in the Province of Saskatchewan, in the Dominion of Canada, being composed of and more particularly described as follows:

Parcel "C" in Block "A" in the Town of Lumsden, in the Province of Saskatchewan, in the Dominion of Canada according to a plan of record in the Land Titles Office for the Regina Land Registration District as No. 75RA4377.

SCHEDULE A

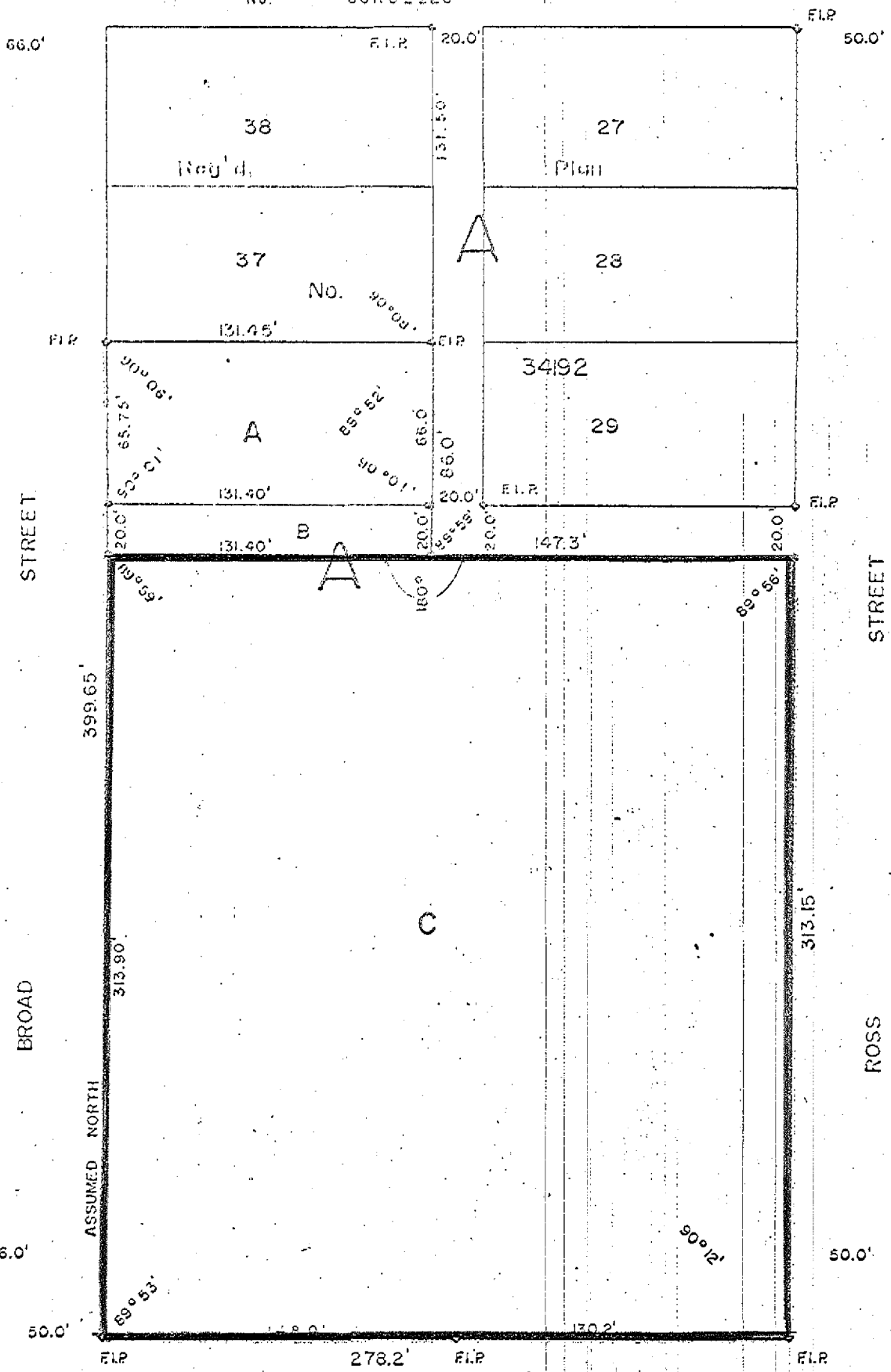
SECTION 34

"The Lands"

AVENUE

Town of Lumsden, Saskatchewan.

No. 66802220



Reg'd.
Plan
No.
G 377

NATIONAL

Reg'd. Plan No. BU471
CANADIAN