

# **CITY OF YORKTON BYLAW NO. 19/87**

## **Disclaimer:**

**This information has been provided solely for research convenience. Official bylaws are available from the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.**

CITY OF YORKTON  
SASKATCHEWAN

**BYLAW NO. 19/87**

**A BYLAW OF THE CITY OF YORKTON AUTHORIZING COUNCIL OF THE SAID  
CITY TO ENTER INTO A PUBLIC NONPROFIT HOUSING PARTNERSHIP  
AGREEMENT**

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WHEREAS provision is made in the Saskatchewan Housing Corporation Act, R.S.S. 1978, CH.S-24, enabling the Council of any Municipality, subject to the approval of the Local Government Board, to enter into a Public Nonprofit Housing Partnership Agreement or Agreements as contemplated by Section 26 of the said Act, and;

WHEREAS the Council of the City of Yorkton deems it expedient to undertake a Public Nonprofit Housing Partnership Agreement within the terms of the said Act:

NOW THEREFORE, the Council of the City of Yorkton 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 CITY OF YORKTON  
OF THE SECOND PART:

be and the same is hereby ratified and confirmed.

- (2) That the Mayor and City Clerk for the City of Yorkton be and they are hereby authorized and empowered to sign the said Agreements on behalf of the said City and affix thereto the corporate seal of the City of Yorkton.
- (3) That this Bylaw shall come into force on the date of final passing thereof.

Introduced and read a first time this 13<sup>th</sup> day of April, A.D., 1987.

Read a second time this 11<sup>th</sup> day of May A.D. 1987.

Read a third time this 11<sup>th</sup> day of May A.D. 1987, after unanimous agreement had

been reached to have a third reading, and passed unanimously this 11<sup>th</sup> day of May A.D., 1987, and registered in the Bylaw Register of the City of Yorkton.

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MAYOR

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CITY CLERK

THIS IS SCHEDULE "A" TO BYLAW NO. 19/87.

**PUBLIC NONPROFIT HOUSING PARTNERSHIP AGREEMENT**

THIS AGREEMENT made the 25<sup>th</sup> day of March, A.D. 1987.

BETWEEN:

SASKATCHEWAN HOUSING CORPORATION,  
(hereinafter "SHC")

- and -

THE CITY OF YORKTON  
(hereinafter "the City")

WHEREAS the City is desirous of providing low cost rental housing to certain households in need.

AND WHEREAS Canada Mortgage and Housing Corporation and SHC have entered into an agreement providing for the subsidization of operating costs for such housing projects;

IN CONSIDERATION of the terms and conditions contained herein, the parties hereto agree as follows:

1. **Housing Project:** SHC will construct a thirty-two (32) unit seniors housing project (hereinafter the "Housing Project") in the City of Yorkton on the following real property:  
  
Lot 2  
Block 9A  
Plan CI 2387  
Excepting throughout: the most northerly 76.2M in perpendicular width throughout Yorkton, Saskatchewan
2. **Specifications:** Full specifications for the Housing Project are provided in:  
  
Specifications for Yorkton Project #1138350036 and Architectural Drawings
3. **Notice of the Capital Cost of the Housing Project:** SHC agrees that it will, at such time as SHC deems the construction of the Housing Project to be completed, deliver to the City a notice (hereafter the "Capital Cost Notice") in writing, detailing the capital cost of the Housing Project, which cost will include the value of the real property, which cost is deemed by the parties hereto to be \$2,102,130.

4. **City's Contribution:** The City agrees that, upon receipt of the Capital Cost Notice from SHC, the City will pay to SHC an amount equal to 5% (hereinafter the "City's Contribution") of the amount set out in the Capital Cost Notice.
5. **Payment of City's Contribution:** The City's Contribution shall be payable to SHC: in cash, thirty (30) days after the date of receipt of the Capital Cost Notice.
6. **Management:** SHC agrees that it will, upon substantial performance of the contract for the construction of the Housing Project, enter into an agreement with a Housing Authority constituted pursuant to Section 18 of The Saskatchewan Housing Corporation Act providing for the management of the Housing Project.
7. **Partnership Control:** In the event that the parties hereto disagree on any matter relating to the policy or management of the partnership business, the decision of SHC shall be conclusive and shall bind the City thereto.
8. **Partnership Interest:** The parties hereto agree that they will share in the distribution of assets of the Housing Project on the following basis:  
  
SHC - 95%  
City - 5%
9. **Operating Losses and Surpluses:** The City agrees to pay to SHC, upon receipt of written notice from SHC, an amount equal to 5% of the losses related to the operation of the Housing Project. SHC agrees to pay to the City an amount equal to 5% of the surpluses related to the operation of the Housing Project. The calculation of the operating losses and surpluses shall be based on the year-end financial statements for the Housing Project as approved by SHC and shall be determined prior to amortization of principal and interest related to the Housing Project. The costs included in determining the operating losses and surpluses shall be deemed to include all amounts required to maintain the Housing Project in a tenantable state of repair.
10. **Municipal Services:** The City agrees that it will, at its own expense and without further reimbursement from SHC, do all things necessary to provide to, and maintain for, the benefit of the Housing Project, all normal municipal services. Notwithstanding any bylaw to the contrary, the City agrees that it will not hold SHC, as registered owner of the Housing Project, liable for any unpaid utilities supplied directly to the tenants of the Housing Project. The City agrees that all such utility charges will be billed directly to the tenants of the Housing Project unless otherwise agreed.



16. **Captions:** The captions appearing in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to under the hands of their proper officers in that behalf, the day and year first above written.

SASKATCHEWAN HOUSING CORPORATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

City of YORKTON

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Approval to Agreement: Consent to Pass Bylaw - City of Yorkton

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The Council of the City of Yorkton has submitted copy of proposed agreement between the said City and the Saskatchewan Housing Corporation, respecting the acquisition and developing of lands and the construction thereon of a rental housing project of approximately 32 housing units, supported by a request from the said Council of the City of Yorkton for the approval of the Local Government Board to the said agreement and consent to the passing of proposed Bylaw No. 19/87 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.