

**CITY OF YORKTON
BYLAW NO. 7/85**

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CITY OF YORKTON
SASKATCHEWAN

BYLAW NO. 7/85

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

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 Rental Housing 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 Rental housing project 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 8th day of April A. D. 1985.

Read a second time this 8th day of April A. D. 1985.

Read a third time this 22nd day of April A. D. 1985, after unanimous agreement had been reached to have a third reading, and passed unanimously this 22nd day of April A. D., 1985, and registered in the Bylaw Register of the City of Yorkton.

Mayor

City Clerk

This is Schedule "A" to Bylaw No. 7/85.

THIS AGREEMENT made this 23rd day of April A. D., 1985,

BETWEEN

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

- and -

THE CITY OF YORKTON
in the Province of Saskatchewan
(hereinafter called "the Municipality")

OF THE SECOND PART:

PUBLIC RENTAL HOUSING AGREEMENT

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 5 day of February A. D., 1985 a project consisting of 31 units, in the City of Yorkton in the Province of Saskatchewan, and identified as Project No. FP 8/84 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 Sixty Thousand Dollars (\$60,000.00).
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 ½ % 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 & water mains;
2. Storm sewer;
3. Curb & gutter;
4. Sidewalks;
5. Paved street;
6. 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 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 City of Yorkton 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 or 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, as 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 education facilities.

11. Nothing herein shall be construed to prevent to 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 23rd DAY OF April A. D., 1985.

SASKATCHEWAN HOUSING CORPORATION

THE CITY OF YORKTON

Honourable Sid Dutchak
Minister In Charge of the
Saskatchewan Housing Corporation

Mayor

Glen Sillipnant
Vice-President
Saskatchewan Housing Corporation

City Clerk

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 of 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 the Saskatchewan Housing Corporation.
2. The project consisting of 31 units, in Yorkton and identified as Project No. FP 8/84 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 $14 \frac{1}{2}$ % 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 April 30, 1985, 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".
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 5 DAY OF February A. D. 1985.

Manager, Canada Mortgage & Housing Corporation

Vice-President, 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	EXPIRY YEAR ANNUAL TAX	SEWER	
3	9A	84YO9232				\$60,000.00	

- * 1. Sewer & water mains;
- 2. Storm sewer;
- 3. Curb & gutter;
- 4. Sidewalks;
- 5. Paved street;
- 6. Street lighting

SCHEDULE "C"

1970 GRADUATED FULLY-SERVICED RENTAL SCALE

RENT CALCULATION

1. Fully-Serviced Rent

The Fully-Serviced monthly rent (excluding electricity) shall be equal to 25% of adjusted household income, rounded to the nearest dollar, less \$2.00 per month in rent for each dependent child.

2. Minimum Rent

The rent calculated in 1. above shall not be less than the minimum rent established from time to time by the Saskatchewan Housing Corporation. Persons or families in receipt of assistance under the Saskatchewan Assistance Act shall pay the minimum rent.

3. Adjustments For Utility Costs And Other Services

The fully-serviced rent determined pursuant to 1. or 2. above shall be adjusted as follows:

- Add the cost of any electricity paid by the Landlord, said charge to be no less than the minimum established from time to time by the Saskatchewan Housing Corporation.
- Deduct a utility allowance for any heat, water, and sewer costs paid by the Tenant, said allowance to be no more than the maximum established from time to time by the Saskatchewan Housing Corporation.
- Add any charge for parking.

DEFINITION OF INCOME

Adjusted Household income means the aggregate gross income in whatever form received, of all persons living in the dwelling, EXCLUDING:

- The first \$900.00 in annual income of a working spouse in a two parent family with dependent children, or of a working single parent with dependent children.
- Payments by the employer of living out or travelling allowances to the family head, such as reimbursement by the employer for motel, mileage and meal costs while the family head is working in another community.
- All income of children under the age of 21 in full-time attendance at a recognized

educational institution.

- Earnings in excess of \$200 per month of other children under the age of 21.
- Family Allowance, Family Income Plan payments and child Tax Credits.
- Senior citizen provincial supplement from the Saskatchewan Income Plan.
- Property Improvement Grants, Senior Citizens School Tax Rebates, and Renter's Property Tax Rebates.
- Capital gains or lump sum payments such as an insurance settlement, an inheritance a disability award, divorce settlement or money from the sale of effects.

But the interest and other income earned on capital gains and lump sum payments must be included in income.

- Strike pay is not included in income, however no reduction in rent is allowed for tenants on strike.

DEFINITION OF DEPENDENT CHILD

A dependent child means any child meeting at least one of the following criteria:

- A child eligible for family allowance
- A mentally retarded or disabled child
- A foster child, if the payments for supporting the child are included in income.