BYLAW NO. 130

		A BY	LAW OF THE T	own OF_	Kyle		
		AUTI	HORIZING COUNCIL	OF THE SAID _	Town		
		TO E	ENTER INTO A	Housing		_AUTHORITY.	
			is made in The				
ena	abling t	the Council o	f any Municipali	ty, subject to	the appro	val of the Lo	ocal
Gov	/ernmen	Board, to en	nter into a		Agree	ment or Agre	ements
as	contemp	olated by Sec	tion 26 of the s	aid Act, and"			d.
	AND V	NHEREAS the Co	ouncil of the	Town o	f Ky	le	_deems
it	expedie	ent to underta	ake a	housing	Project	within the t	erms
of	the sa	id Act;					
	NOW	THEREFORE, The	e Council of the	Town	of	Kyle	enacts
as	follow	S:					
	(1)	That the pro	posed agreement	hereunto annex	ked and mar	rked as Sched	ule "A"
to	the By	law and which	is deemed to be	part of this	Bylaw, bei	ng an Agreem	ent
be	tween:				9		
		THE SASKATCH	EWAN HOUSING COF	RPORATION			
		(Hereinafter	called "the Pro	ovincial Govern	nment")		
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		- and -	0.5				
			n OF_ called "the Mur				
		(Hereman ber			HE SECOND I	PART	
		be and the s	ame is hereby ra				
	(2)	That the May	or and <u>Secretar</u>	ry-Treasurer	for the _	Town	
				by and they			nd empowered
)			said agreements	on behalf of	the said _	Town a	ind
			to the corporate				
	(3)		law shall come			its approval	by the
	(0)	Local Govern					
TA	TRODUCE		FIRST TIME THIS	2nd	DAY OF	February	A.D. 19777
RE	AD A SE	COND TIME THIS	[S	13th 13th	DAY OF DAY OF	April April	A.D. 19777 A.D. 19777
		D AS READ.)	13th	DAY OF	April	A.D. 19% 77
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2 -	Sec	retary-Treasu	rer				

BETWEEN:

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

OF THE FIRST PART:

- and -

THE Town OF Kyle 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, Central 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 Central Mortgage and Housing Corporation (hereinafter called "the Corporation") dated the 8th day of December A.D. 1976, a project consisting of 24 units, in the Town of Kyle in the Province of Saskatchewan, and identified as Project No. Kyle #1 F.P. 1/76 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 the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.00)

- 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 tenants in common, 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 10 % per annum in respect of the Corporation and 10 1/2 % 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:
 - Sewer and Water mains
 Paved roads at \$6,200.00
 - Gravelled lane.
 - Street lighting
 The Town will install a 6" sewer and 2" water lateral to within 3 feet of the foundation wall at a cost of \$10.00 per foot, including full compaction (Price subject to material and labour increase).
 - 6. Sidewalks and curb at \$2,200.00

6. The Corporation and/or the "responsible party" shall require all contractors engaged in construction of the project to apply to the Municipality

and pay 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 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 Kyle 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 at the values prescribed by the relevant statutes of the Province of Saskatchewan.
- (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 payment in lieu thereof shall be made in respect of the period prior to the occupancy of each building or group of buildings in the said project.

- The Municipality shall provide to the tenants or occupants of the 10. 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.
- Nothing herein shall be construed to prevent the sale or other 11. 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."
- In the event that the housing units or any of them are destroyed from 12. 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 capital investment to the Municipality.
- The parties hereunto mutually agree to execute such further 13. conveyances and other documents as are necessary to implement the provisions and intentions of this agreement.

DATED THIS

Aguil

A.D. 197

SASKATCHEWAN HOUSING CORPORATION

Hon. Gordon MacMurchy, Minister/in-Charge-of Saskatchewan Housing Corporation

sellin S. Willox, General Manager

Saskatchewan Housing Corporation

THE

Town

Kyle

Certified a True Copy

Town Administrator

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

WHEREAS by an agreement dated the 18th day of June 1974 between Canada, the Province of Saskatchewan, Central 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:

- The "responsible party" for the purposes of Clause 3, 4, 12, 13 and 14 of the said agreement shall be the <u>Central Mortgage</u> and Housing Corporation
- units, in <u>Kyle, Saskatchewan</u> The project consisting of 24 and identified as Project No. Kyle #1 hereby designated a housing project.
- The interest rates for the purpose of this agreement shall be: 10 1/2 per annum in respect of the share of the Saskatchewan Housing Corporation % per annum in respect of the share of the Corporation, both 10 rates calculated semi-annually not in advance.
- December 31, 1977 The date of completion of the project shall be 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.
- The payments to be made by the occupant of each housing unit shall be in accordance with Schedule "C" and Schedule "D" attached.
- 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:
 - 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 Central Mortgage and Housing Corporation and the Government of the Province of Saskatchewan.
 - Supply, erect and maintain upon completion of the project, where appropriate, a permanent sign or plaque to the effect set forth in (a).
 - 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.
 - Arrange jointly any announcements relating to this agreement or projects undertaken pursuant to this agreement.

SIGNED BY THE PARTIES HERETO this

day of

A.D. 197

Manager, Central Mortgage and Housing Corporation

Saskatchewán Housing Corporation

SCHEDULE "B"

Schedule of Lots Purchased by the Partnership including Legal Description

LOT		
BLOCK		
PLAN		
FRONTAGE		
WATER ANNUAL TAX	TO A LOCAL IMPROVEMENT TAX EXPIRY YEAR	SEWER AND WATER MAINS SUBJECT
DECEMBER 31, 19	TOTAL COST OF LAND INCLUDINGS LOCAL IMPROVEMENT TAX TO	

\$15,500.00 <

Sewer and water mains Paved roads at \$6,200.00

Parcel J

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76MJ08480 ·

290'

NIL

Street lighting
Street lighting
The Town will install a 6" sewer and 2" water lateral to within 3 feet of the foundation wall at a cost of \$10.00 per foot, including full compaction (Price subject to material and labour increase).
Sidewalks and curb at \$2,200.00

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Welfary allowance: Families in reveipt of an allowance from the Repartment of Welfare under the Saskatchewan Assistance Plan. Will pay a monthly tent for unserviced in Artife Labourt 2011.

Single Person - \$35.00	provide the electric beautiful and the formation beautiful and the eliforance area
Family of 3 - \$45.00	ullowance. Ord:
family of cland over -x03.00	00 151 00

Front reduction for children: The above scale indicates the rental rate for a family or individual with no children. For inclined as a memor of the family eligible for receipt of family of the number of children. A child is defined as a memor of the family eligible for receipt of family of the number of children. A child is defined as a memor of the family eligible for receipt of family of the number of children. A child is defined as a memor of the family eligible for receipt of family of the number of children. A child is defined as a memor of the family eligible for receipt of family of the number of children.

allowance or youth allowance.

Contributions from new-resident family members.

(3)

[.] ! J Rent reductions for unserviced accommodation: To calculate mentally rent for unserviced accommodation, subtract from the approved accommodation to the spread to the project. Where a stove or refrigerator is not provided, subtract an additional vision for each item.

fully serviced means: Access seation is supplied with heat, water, hot water, stove and refragerator.

Wilnitian of income: (1) Farnings of children in regular attendance at recognized institutions of learning; lunds for tuttion, such as sobjects bursailes and "Intomo" shall refer to the apprepate gross income, in whatever term releved, it all memore of the ramil , or of an individual where applicante, INCO LIMIT

<u>[]</u> Living not or travelling allowances of a family head

Variatings of a workline spouse of up to 1900, per around or \$75.00 per north.

⁹

ŗ. Income from any invite other than social assistance parterts of a energarent family up to 3900, but annual

 $[\]odot$ Carnings in excess of \$75, per month of all members of the family other than the family head or spouse. (This well unclude persons related by blood, satisfactor adoption or other persons who may reasonable be assumed to form part of the family.)

⁹ Capital pains, such as insurance settlement, inheritances, disability awards, sale of effects.

⁽⁷⁾ Eamily allowance.

Such adounts as may be agreed upon from time to time by the Authority and Parinership.

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:

- Earnings of children in regular attendance at recognized institutions of learning: Funds for tuition, such as scholarships, bursaries and contributions from non-resident family members.
- 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).
- Capital gains, such as insurance settlement, inheritances, disability awards, sale of effects.
- 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 a 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 - \$35.00 Family of 3 - \$45.00 Family of 5 - \$55.00 Family of 2 - \$40.00 Family of 4 - \$50.00 Family of 6 and over - \$60.00

D .		A BYLAW OF THE Town	OF	Kyl	.e	_			
		AUTHORIZING COUNCIL OF	THE SAID	Town		_			
		TO ENTER INTO A	Housing		AUTHORITY.				
	"WHER	EAS provision is made in The Sas	katchewan	Housing Co	rporation Ac	t, 1973,			
enab	ling	the Council of any Municipality,	subject t	o the appr	oval of the	Local			
Government Board, to enter into a Housing Agreement or Agreements					eements				
as c	as contemplated by Section 26 of the said Act, and"								
j	AND	WHEREAS the Council of the <u>Tov</u>	wn	of <u>Ky</u>	·le	deems			
it e	xpedi	ent to undertake a <u>Ho</u>	using	Project	within the	terms			
of t	of the said Act;								
	MOM	THEREFORE, The Council of the	Town	of_	Kyle	enacts			
as f	ollow	S:							
	(1)	That the proposed agreement here	eunto anne	xed and ma	rked as Sche	dule "A"			
to t	he By	law and which is deemed to be par	rt of this	Bylaw, be	ing an Agree	ment			
betw	een:								
	THE SASKATCHEWAN HOUSING CORPORATION								
		(Hereinafter called "the Provinc	cial Gover	nment")					
		<i>9</i>	0E	THE FIRST	ΡΔΡΤ				
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	- and -								
	THE <u>Town</u> OF <u>hyle</u> (Hereinafter called "the Municipality")								
		OF THE SECOND PART							
	be and the same is hereby ratified and confirmed.								
	(2)	That the Mayor and Secretary-T	reasurer	for the _	Town				
		of <u>Kyle</u> by	and they	are hereby	authorized	and empowere	ed		
		to sign the said agreements on I	behalf of	the said _	Town	and			
		affix thereto the corporate sea	of the _	Town	<u></u> •				
	(3)	That this Bylaw shall come into	force on	the day of	its approva	1 by the			
		Local Government Board.							
		D AND READ A FIRST TIME THIS	2nd	DAY OF I	February	A.D. 197	77		
		COND TIME THIS IRD TIME THIS	13th 13th	DAY OF A DAY OF	February pril April	A.D. 197 A.D. 197	17		
AND	PASSE	D AS READ.	1 3th	DAY OF	April	A.D. 197	'7		
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No	Certified a true copy of Bylaw No. 130 of the Town			A-74-Z	to 9 9 . to x - Treasur	er			
of_	<u>Kyl</u> atche	е,		~ m ~ 1 hz	V00 0				
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	Secr	etany/reasurer							

Excerpt from minutes of a meeting

MAR 30 1977

THE LOGAL GOVERNMENT BOARD

Certified True Copy

Marito

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

The Council of the Town of Kyle 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 24 units, supported by a request from the said Council of the Town of Kyle for the approval of the Local Government Board to the said Agreement and consent to the passing of proposed Bylaw No. 130 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.