

BYLAW NO. 7(77)

A BYLAW OF THE Town Outlook OF Outlook  
AUTHORIZING COUNCIL OF THE SAID Town  
TO ENTER INTO A Public Rental 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 joint Agreement or Agreements as contemplated by Section 26 of the Said Act, and"

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

NOW THEREFORE, The Council of the Town of Outlook 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 Outlook

OF THE SECOND PART:

be and the same is hereby ratified and confirmed.

(2) That the Mayor and Town Clerk for the Town of Outlook 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 6th  
READ A SECOND TIME THIS 17th  
READ A THIRD TIME THIS 17th  
AND PASSED AS READ.

DAY OF October A.D. 19 77  
DAY OF October A.D. 19 78  
DAY OF October A.D. 19 78

Carl G. Johnson  
Mayor

Bob Buckle  
Town Clerk

Certified a true copy of  
Bylaw No. 7(77) of the  
Town of Outlook  
Saskatchewan

Bob Buckle  
Town Clerk



Province of  Saskatchewan

THE LOCAL GOVERNMENT BOARD  
100 DERRICK BUILDING  
2431 - 11TH AVENUE  
REGINA, SASKATCHEWAN S4P 0K4

MOVED TO:  
1730 SCARTH STREET,  
REGINA, SASKATCHEWAN  
S4P 2E9

October 26, 1977.

Mr. L. W. Zarubiak,  
Town Administrator,  
Town of Outlook,  
OUTLOOK, Saskatchewan.  
SOL 2N0

Dear Sir:

Re: Town of Outlook -  
Rental Housing Project

Enclosed for your records is a certified true copy of an excerpt from the Minutes of the Local Government Board approving of the Agreement and granting consent to the passing of proposed Bylaw No. 7 (77), pursuant to The Saskatchewan Housing Corporation Act, 1973.

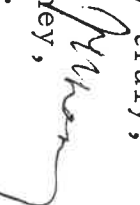
Please let me have a certified true copy of the bylaw when it has been finally passed. A copy of the agreement should be attached to the bylaw, properly identified under signature of yourself in the following manner:

This is Schedule "A" hereto annexed and forming part of Bylaw No. \_\_\_\_\_

  
Town Clerk

Extra copies of Bylaw No. 7 (77), enclosed with your correspondence, is being returned herewith.

Yours very truly,

J. F. Chaney,  
  
Secretary.

mb  
Encl.  
C.C. - Sask. Housing Corporation,  
2024 Albert Street,  
REGINA, Saskatchewan.  
S4P 3P4

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

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The Council of the Town of Outlook 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 20 housing units, supported by a request from the said Council of the Town of Outlook for the approval of the Local Government Board to the said Agreement and consent to the passing of proposed Bylaw No. 7 (77) 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 26 1977

THE  
LOCAL GOVERNMENT BOARD

Certified True Copy

  
Secretary

BETWEEN:

THIS AGREEMENT made this *6th* day of *October* A.D. 1977

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

OF THE FIRST PART:

- a n d -

THE Town OF Outlook  
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 26th day of September A.D. 1977, a project consisting of 20 units, in the Town of Outlook in the Province of Saskatchewan, and identified as Project No. Outlook #3 F.P. 3/77 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

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  $9 \frac{5}{8} \%$  per annum in respect of the Corporation and  $10 \frac{1}{8} \%$  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. Paved streets;
- 3. Curb and gutter;
- 4. Sidewalks;
- 5. 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 Outlook 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 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 7<sup>th</sup> DAY OF October A.D. 1971

SASKATCHEWAN HOUSING CORPORATION

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

S. Willox, General Manager  
Saskatchewan Housing Corporation

THE TOWN OF Outlook

Carl Strom  
Mayor

B. Beckwith  
Town Administrator.

SCHEDULE "B"

Schedule of Lots Purchased by the Partnership including  
 Legal Description

LOT	BLOCK	PLAN	FRONTAGE	WATER	SEWER	ANNUAL TAX	SEWER
N 1/2	22	C1043				NIL	
SEWER AND WATER MAINS SUBJECT TO A LOCAL IMPROVEMENT TAX EXPIRY YEAR LOCAL IMPROVEMENT TAX TO DECEMBER 31, 19							
							\$21,120.00

- \*1. Sewer and water mains;
- 2. Paved street;
- 3. Curb and gutters;
- 4. Sidewalks;
- 5. Street lighting.



## DESIGNATION AGREEMENT

Schedule "A"

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

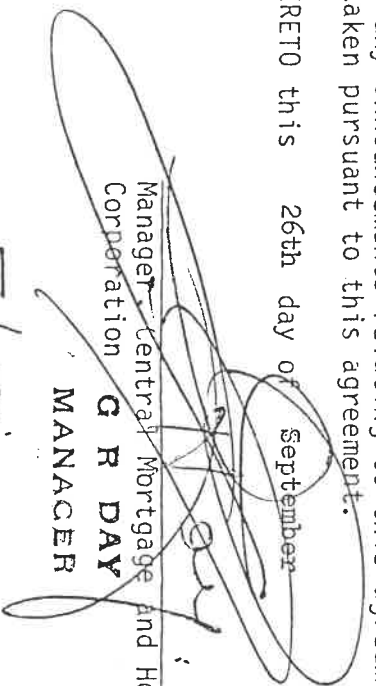
WHEREAS by an agreement dated the 18th day of June 1974 between Canada, the Province of Saskatchewan, Central Mortgage and Housing Corporation, the Corporation, and the Saskatchewan Housing Corporation may finance jointly the acquisition or construction of houses.


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:

1. The "responsible party" for the purposes of Clause 3, 4, 12, 13 and 14 of the said agreement shall be the Central Mortgage and Housing Corporation.
2. The project consisting of 20 units, in Outlook and identified as Project No. Outlook #3 (F.P. 3/77) is hereby designated a housing project.
3. The interest rates for the purpose of this agreement shall be: 10 1/8 % per annum in respect of the share of the Saskatchewan Housing Corporation and 9 5/8 % 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, 1978 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 constructor 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 Central 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 26th day of September A.D. 1977

  
 Manager Central Mortgage and Housing  
 Corporation **G R DAY**  
**MANAGER**

  
 Manager, Saskatchewan Housing Corporation

SCHEDULE "B"

Schedule of Lots Purchased by the Partnership including  
 Legal Description

LOT	BLOCK	PLAN	FRONTAGE	WATER	SEWER	ANNUAL TAX	TOTAL COST OF LAND INCLUDING* LOCAL IMPROVEMENT TAX TO DECEMBER 31, 19
N 1/2	22	C1043				NIL	\$21,120.00

- \*1. Sewer and water mains;
- 2. Paved street;
- 3. Curb and gutters;
- 4. Sidewalks;
- 5. Street lighting.

Family Income	Monthly Rent	%	Family Income	Monthly Rent	%	Family Income	Monthly Rent	%	Family Income	Monthly Rent	%	Family Income	Monthly Rent	%
200	34	17.0	200	34	17.0	200	34	17.0	200	34	17.0	200	34	17.0
201	35	17.4	201	35	17.4	201	35	17.4	201	35	17.4	201	35	17.4
204	36	17.6	204	36	17.6	204	36	17.6	204	36	17.6	204	36	17.6
207	37	17.9	207	37	17.9	207	37	17.9	207	37	17.9	207	37	17.9
210	38	18.0	210	38	18.0	210	38	18.0	210	38	18.0	210	38	18.0
213	39	18.1	213	39	18.1	213	39	18.1	213	39	18.1	213	39	18.1
216	40	18.5	216	40	18.5	216	40	18.5	216	40	18.5	216	40	18.5
220	41	18.6	220	41	18.6	220	41	18.6	220	41	18.6	220	41	18.6
225	42	19.0	225	42	19.0	225	42	19.0	225	42	19.0	225	42	19.0
226	43	19.2	226	43	19.2	226	43	19.2	226	43	19.2	226	43	19.2
229	44	19.2	229	44	19.2	229	44	19.2	229	44	19.2	229	44	19.2
232	45	19.3	232	45	19.3	232	45	19.3	232	45	19.3	232	45	19.3
235	46	19.6	235	46	19.6	235	46	19.6	235	46	19.6	235	46	19.6
238	47	19.7	238	47	19.7	238	47	19.7	238	47	19.7	238	47	19.7
241	48	20.0	241	48	20.0	241	48	20.0	241	48	20.0	241	48	20.0

1. Application of rent scale: The monthly rent shown opposite family income applies until the next change in income, i.e. \$34 applies to family income ranging up to \$200.99; \$35 applies to family income ranging from \$201 to \$203.99, and \$508, and over at 25%.

2. Rent reductions for unoccupied accommodation: To calculate monthly rent for unoccupied accommodation, subtract from the appropriate serviced monthly rent the approved local cost of heat, water and hot water for the type of units in the project. Where a stove or refrigerator is not provided, subtract an additional \$1.00 for each item.

3. Welfare allowance: Families in receipt of an allowance from the Department of Welfare under the Saskatchewan Assistance Plan, will pay a monthly rent for unoccupied or serviced accommodation as provided in the Saskatchewan Assistance Regulations. The allowances are:

- Single Person - \$35.00
- Family of 2 - \$40.00
- Family of 3 - \$45.00
- Family of 4 - \$50.00
- Family of 5 - \$55.00
- Family of 6 and over - \$60.00

4. Rent reduction for children: The above scale indicates the rental rate for a family or individual with no children. For families with children a further deduction of \$2.00 per child is to be made with a minimum rent of \$28.00 per month for fully serviced accommodation regardless of the number of children. A child is defined as a member of the family eligible for receipt of family allowance or youth allowance.

5. Fully serviced means: Accommodation is supplied with heat, water, hot water, stove and refrigerator.

6. Definition of income: "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.
- Earnings of a working spouse of up to \$900. per annum, or \$75.00 per month.
- Income from any source other than social assistance payments of a one-parent family up to \$900. per annum.
- 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.
- Such amounts as may be agreed upon from time to time by the Authority and Partnership.

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 at 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 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 accomodation 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