

A BYLAW OF THE VILLAGE OF LUCKY LAKE
AUTHORIZING COUNCIL OF THE SAID VILLAGE
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 Committee, 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 VILLAGE OF LUCKY LAKE deems it expedient to undertake a Public Nonprofit Housing project within the terms of the said Act:

NOW, THEREFORE, the Council of the VILLAGE OF LUCKY LAKE in the Province of Saskatchewan, 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 VILLAGE OF LUCKY LAKE

OF THE SECOND PART:

be and the same is hereby ratified and confirmed.

2. That the Mayor and ~~ADMINISTRATOR~~ for the VILLAGE of LUCKY LAKE be and they are hereby authorized and empowered to sign the said Agreements on behalf of the said VILLAGE and affix thereto the corporate seal of the VILLAGE.
3. That this Bylaw shall come into force on the date of final passing thereof.



Mayor/Reeve

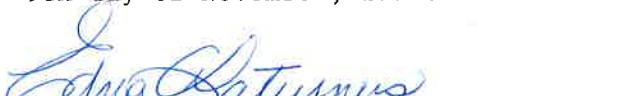
(SEAL)



Administrator/Clerk

Certified a true copy of Bylaw No. 4/1992,
adopted by resolution of Council on the
9th day of November, 1992.

- S E A L -



Administrator

PUBLIC NONPROFIT HOUSING PARTNERSHIP AGREEMENT

THIS AGREEMENT made the 14th day of September, A.D. 1991.

BETWEEN:

SASKATCHEWAN HOUSING CORPORATION
(hereinafter "SHC")

- and -

THE VILLAGE OF LUCKY LAKE
(hereinafter "the Village")

WHEREAS the Village 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 projects;

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

1. **Housing Project:** SHC will construct a 6 unit enriched housing project (hereinafter the "Housing Project" in the Village of Lucky Lake on the following real property:

Lots 6 & 7, Block 12
Plan CX284
Village of Lucky Lake, Saskatchewan

2. **Specifications:** Full specifications and drawings for the Housing Project are provided in the contract documents.

3. **Notice of the Interim Capital Cost of the Housing Project:** SHC agrees that it will, at the time of construction contract award, deliver to the Village a notice (hereafter the "Interim 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 \$ 504,200.00.

4. **Village's Contribution:** The Village agrees that, upon receipt of the Interim Capital Cost Notice from SHC, the Village will pay to SHC an amount equal to 5% (hereinafter the "Villages' Contribution") of the amount set out in the Interim Capital Cost Notice.

5. **Payment of Village's Contribution:** The Village's contribution shall be payable to SHC in cash, thirty (30) days after the date of receipt of the Interim Capital Cost Notice.

6. **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 Village a notice (hereinafter the "Notice of Capital Cost") in writing, detailing the capital cost of the Housing Project. SHC will invoice or reimburse the Village for the amount equal to 5% of the difference between the Interim Capital Cost Notice and the Notice of Capital Cost.

7. **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.

8. **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 Village thereto.

9. **Partnership Interest:** The parties hereto agree that they will share in the distribution of assets of the Housing Project on the following bases:

SHC	-	95%
VILLAGE	-	5%

10. **Operating Losses and Surpluses:** The Village 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 Village 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 an tenantable state of repair.

11. **Municipal Services:** The Village 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 Village agrees that it will not hold SHC as registered leasehold owner of the Housing Project, liable for any unpaid utilities supplied directly to the tenants of the Housing Project. The Village agrees that all such utility charges will be billed directly to the tenants of the Housing Project unless otherwise agreed.

12. **Easements:** SHC agrees that it will provide to the Village, free of charge, all necessary easements to construct and install the aforesaid municipal services on the real property.

13. **Permits:** The Village will do all things necessary to provide SHC with any required zoning permits.

14. **Taxes:** The Village acknowledges that no taxes shall be paid by SHC to the Village in respect of the period prior to the occupancy of the Housing Project or with respect to the prorated share of the taxes for any housing unit within the Housing Project which, at any time, is determined by SHC to be chronically vacant by reason of having been unoccupied for a period of six (6) months in any calendar year.

15. **Life of Agreement:** This Agreement shall continue until the earlier of 35 years from the close out date as shown on the Capital Cost Notice or until SHC sells the Housing Project, in which case the Village shall have no further obligation to pay SHC any further amounts (excluding payments then in arrears) pursuant to this Agreement.

16. **Notice:** Any notice, payment or other communication required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by registered mail, postage prepaid, addressed as follows:

To SHC at: 1000 - 2500 Victoria Avenue
 Regina, Saskatchewan
 S4P 3V7

To the Village at: Village of Lucky Lake
 Box 99
 Lucky Lake, Saskatchewan
 S0L 1Z0

or at such address as may from time to time be notified in writing by any of the parties. Any such notice shall be delivered by hand or by mail, and shall be deemed to have been given, if delivered by hand, on the day delivered, and if mailed, four (4) days following the date of posting; provided that if there shall be between the time of mailing and actual receipt of the notice a mail strike, slow down or other labour dispute which might affect delivery of such notice by the mails, then such notice shall be effective only if actually delivered.

17. **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 thereof.

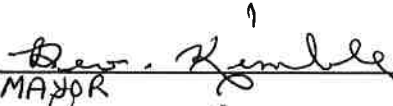
IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to under the hands of their proper officers in that behalf, the day and year first above written.

SASKATCHEWAN HOUSING CORPORATION

Per: 

Per: 

VILLAGE OF LUCKY LAKE

Per:  MAJOR

Per:  ADMINISTRATOR

"This is Schedule "A" as attached to and forming part of Bylaw No. 4/1992.

- S E A L -


Administrator"