

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BY-LAW NO. 463

BEING a By-law authorizing the Corporation of the Township of Esquimalt to enter into an Agreement with His Majesty the King, in Right of Canada, herein, acting and represented by Wartime Housing Limited, in substitution of an Agreement made the 30th day of November, 1942.

WHEREAS by Agreement dated the 30th day of November, 1942, the Municipal Council of the Corporation of the Township of Esquimalt did enter into an arrangement with His Majesty the King in the Right of Canada as represented by Wartime Housing Limited in respect of living accommodation.

AND WHEREAS it is deemed expedient to enter into a new Agreement in substitution for the Agreement of the 30th of November, 1942.

AND WHEREAS a draft of such Agreement dated the day of 1947, and which is to come into effect on the 1st day of August, 1947, has been prepared between the parties therein mentioned in the terms, words and figures as follows:

"MEMORANDUM OF AGREEMENT MADE this day of A.D., 1947.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT in the Province of British Columbia (hereinafter called "the Municipality")

OF THE FIRST PART

- and -

HIS MAJESTY THE KING IN RIGHT OF CANADA (hereinafter called "His Majesty") herein acting and represented by Wartime Housing Limited (hereinafter called "the Company")

OF THE SECOND PART

WHEREAS His Majesty has constructed within the limits of the Municipality 275 houses upon the land set forth in Schedule "A" (attached) which houses and lands are hereinafter referred to as "the houses" and "the lands" respectively, and are known as Esquimalt Projects 1, 2, 3 and 5, and;

WHEREAS His Majesty, the Municipality and the Company has entered into an Agreement under date of November 30, 1942, respectively the said lands and houses and;

WHEREAS the said Agreement has been twice amended by further agreements between the said parties under dates of August 30th, 1943, and October 14th, 1943, respectively and;

WHEREAS the Municipality has requested that the parties hereto enter into a new agreement in substitution for the existing agreement in order that the said houses shall remain undisturbed as presently situated and may be sold in such locations; and

WHEREAS the Municipality has requested that His Majesty who is not subject to tax on the lands shall levy from his tenants of the said lands a charge over and above the basic rental which will be charged for the benefit of His Majesty, and shall remit the amounts so collected to the Municipality as payment for the provision of those Municipal services which are normally provided by the Municipality to taxpayers therein and;

WHEREAS His Majesty has agreed to levy such additional charge and pay the amounts as collected to the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:-

1. The said agreement dated November 30, 1942 as amended by amending agreements dated the 30th of August and the 14th of October, 1943, is hereby terminated in its entirety as from July 31st, 1947, and then following conditions and undertakings are hereby agreed to be substituted therefor and from that date henceforth.
2. His Majesty shall from the 1st day of August, 1947 to the 31st day of July, 1952, lease the said lands and houses to sailors, soliders and airmen of the three armed forces of Canada returned from general service in the present war and/or their dependents and to the dependents of any such soldier, sailor or airman who has been killed on active service in such war at basic rentals ranging from \$20.00 to \$27.50 per month per house, provided however that whenever and so often as any of the houses is or becomes vacant and there is no application from any such sailor, soldier or airman or dependent thereof acceptable to and filed with His Majesty, His Majesty shall have the right to lease the same at the rents aforesaid to whomever it shall in its uncontrolled discretion determine and it is hereby expressly declared and agreed by and between the parties hereto that all water, gas and electric current supply charges or rates in respect to the houses shall not be assessed or charged against the lands and premises so leased, it being understood that such charges or rates are to be paid by the respective lessees.
3. Notwithstanding the provisions of Clause 2 hereof, His Majesty hereby agrees to charge to his tenants in addition to the basic rental rates provided for in Clause 2, a further and additional amount and for the period provided in Clause 2, which further amount shall be at the additional rate of \$5.00 per month for each of the houses having not more than 2 bedrooms and at the additional rate of \$5.50 per month for each house having more than 2 bedrooms, and His Majesty hereby covenants to remit to the Municipality at only one time in each calendar year and without interest, the amounts which are so collected by His Majesty, provided however that under no circumstances shall the liability of His Majesty to the Municipality under this Clause exceed the amount which His Majesty has collected.
4. His Majesty, at his own cost and expense, shall during the period referred to in Clause 2 hereof, undertake, and carry out the management and control of the houses and appurtenances thereto belonging and shall at all times during such period well and sufficiently repair, maintain and keep the houses with the appurtenances and all fixtures and things thereto belonging in good and substantial repair, damage by fire, lightning, tempest, acts of God and His Majesty's enemies only excepted.
5. The Municipality covenants and agrees to furnish to the houses and to the tenants thereof all such facilities, privileges, and services of the Municipality as are furnished or made available to other properties or property owners and tenants in the Municipality, including without limiting the generality of the foregoing fire protection, police protection and schools.

6. In consideration of the payments provided for in Clause 3 hereof, the Municipality agrees not to levy or collect or permit to be levied or collected any taxes, assessments, rates or municipal or school charges of any kind or nature on or from the tenants or occupants of the houses while the same are owned by His Majesty; PROVIDED THAT nothing contained in this Clause shall be deemed to limit the right of the Municipality to charge the tenants or occupants of the houses while the same are owned by His Majesty, the public utility rates, and other charges provided for in Clause 2 hereof, or to collect from such tenants or occupants any licence or permit fees or dog tax or business tax which the Municipality has the right to collect from inhabitants of the Municipality. Nothing in this agreement contained shall limit the right of the Municipality to collect poll tax from any person resident in the houses.

7. Notwithstanding anything contained in this agreement the provisions herein except Clauses 10 and 11 hereof shall only affect the said houses and lands appurtenant thereto while owned by His Majesty, and His Majesty shall be at liberty to sell or convey any or all of the houses and lands appurtenant thereto at such time or times as His Majesty may see fit.

8. His Majesty agrees that he will pay or cause to be paid to the Municipality the sum of \$50.00 for the land appurtenant to each of the houses which may be sold during the term referred to in Clause 2 above and that such payment shall be made forthwith upon the completion of an agreement for sale of each house sold and His Majesty further agrees that he will, in writing, advise the Clerk of the Municipality of such agreements for sale forthwith upon their completion.

9. His Majesty from and after the 1st day of August, 1952 shall pay annually to the Municipality in respect of each house and land appurtenant thereto while owned by His Majesty and remaining unsold for the provision of the facilities, privileges and services provided in Clause 5 hereof, a sum equal to the amount of the tax rates and/or assessments including local improvement rates that would be payable in respect hereof if the same were owned by a non-exempt person, which sum shall be paid to the Municipality on or before the 31st day of December in each year commencing with the year 1952 provided that such payments shall be pro-rated for the period commencing August 1, 1952, and expiring December 31, 1952; PROVIDED FURTHER that for the year in which a house and lands thereof are sold by His Majesty payments shall be made in lieu of taxes in respect of such house and lands thereof as follows:-

For the part of the year down to the last of the month in which the sale occurs a proportionate part of the payments provided for in Clauses 3 or 9, and for the balance of that year a proportionate part of a sum computed at the Municipal rate for the preceding year on the fair assessable value of the house and land based on the assessment in the preceding year. After the year of purchase such liability of His Majesty shall cease and determine.

10. His Majesty agrees that he will construct or cause to be constructed under each of the houses, which has not permanent foundations as of the date of this agreement, permanent foundations to consist of concrete or cement block foundation walls which shall be constructed in accordance with such specifications as to His Majesty in his sole discretion shall seem fit and His Majesty further agrees that such construction shall be carried out and shall be completed on or before the 1st day of August, 1949.

11. Any existing or future provisions of the charter and/or By-laws of the Municipality respecting the manner, mode, location and type of construction of buildings erected in accordance with the terms hereof shall not apply during the economic lifetime of any of the said buildings whether owned by His Majesty or other-

wise; PROVIDED HOWEVER, that upon any alterations and additions to any of said buildings being made by a Purchaser from His Majesty the provisions of this Section shall no longer apply to such buildings so added to or altered.

12. In the event that any of the houses are removed by His Majesty, the terms of this Agreement shall from and after such removal cease to be applicable to such house or houses and to the lands formerly appurtenant thereto.

13. His Majesty, in accordance with the terms of the said agreement dated November 30th, 1942, as previously amended, having paid the entire costs of the construction and installation under, over and upon the said lands of such water and sewer mains, surfacing of roads, sidewalks, curbs, and ditches as have by His Majesty been deemed necessary to serve the houses (all hereinafter referred to as "the Works") accordingly, such as these works as are constructed within the boundaries of public streets or lanes are now the property of the Municipality with no compensation or indemnity due to His Majesty from the Municipality, and the Municipality hereby agrees that it will at its own cost and expense carry out the operation, maintenance, repair and replacement of such of the said works as are located within the boundaries of public streets or lanes.

14. The Municipality hereby agrees to operate, repair, maintain or replace the existing sewer mains situated on Lots 1 and 2, Block 14, registered Plan 2546 and on Lots 29 and 17, Block E, registered Plan 292, and His Majesty hereby agrees that he will grant to the Municipality an easement to provide the right of access for such operation, repair, maintenance or replacement.

15. It is hereby agreed that the payments to be made by His Majesty, pursuant to Clause 5 of the said Agreement dated November 30th, 1942, shall be pro-rated for the year 1947 and shall be applicable only to that portion of the year terminated on July 31, 1947. His Majesty agrees that such pro-rated payments shall be made on or before December 31, 1947.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective officers in that behalf duly authorized.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Esquimalt, enacts as follows:

1. The Reeve and Clerk of the Corporation of the Township of Esquimalt are empowered to execute and deliver the hereinbefore recited Agreement which on its execution and delivery by the other party therein mentioned, shall be deemed to form part of and be read with this By-law and shall be fully validated according to the true tenor and effect thereof.

2. The terms, conditions and stipulations in the said Agreement set forth are hereby approved and confirmed and the parties thereto are hereby authorized and empowered to have, hold and exercise all the rights and privileges mentioned or referred to in the said Agreement, subject to all the conditions therein set forth. It shall be lawful for the said Corporation to carry out, perform and fulfil the said Agreement and to provide such costs and expenses which the Municipal Council deems necessary for carrying out and fulfilling its terms, and to protect the interests of the said Municipal Corporation in carrying out the provisions of the said Agreement.
3. This By-law may be cited as "WARTIME HOUSING BY-LAW SUBSTITUTION AGREEMENT BY-LAW 1947".

PASSED the Municipal Council on the 7th day of July, 1947.

RECONSIDERED, ADOPTED AND FINALLY PASSED the Municipal Council this 10th day of July, 1947.

"A. I. Thomas"
Reeve

"V. Mesher"
Clerk