

THIS AGREEMENT MADE EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**TOWN OF BONNYVILLE**  
(hereinafter referred to as "the Town")

OF THE FIRST PART

- and -

**[INSERT NAME OF DEVELOPER]**  
(hereinafter referred to as "the Developer")

OF THE SECOND PART

**DEVELOPER HOUSING INCENTIVE GRANT AGREEMENT**

**WHEREAS:**

- A.** Council for the Town has passed the Build Bonnyville – New Housing Incentive Grant Bylaw that provides a grant to encourage housing development on vacant residential lands;
- B.** Pursuant to the Build Bonnyville – New Housing Incentive Grant Bylaw, the Developer submitted an application to the Town for a grant relating to the Eligible Property, and that application was accepted by the CAO, reviewed by Administration, and subsequently approved by the CAO, on [insert date], a copy of which application is attached hereto as Schedule "A" to this Agreement.
- C.** The Town and the Developer have agreed to enter into this Agreement to set out the terms of the Grant and any conditions associated with the Grant.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Town and the Developer agree as follows:

**1. Interpretation**

- 1.1 For the purposes of this Agreement, the following words shall have the meaning ascribed below:
  - a) "Act" means the *Municipal Government Act*, RSA 2000, M-26, as amended from time to time;
  - b) "Administration" means the administrative and operational arm of the Town comprised of the various departments and business units and including the CAO and all employees who operate under the leadership and supervision of the CAO;
  - c) "Applicant" means a person who applies for a grant pursuant to this Bylaw;

- d) “CAO” means the Chief Administrative Officer of the Town, or their delegate;
- e) “Council” means the municipal council for the Town;
- f) “Eligible Property” means a vacant property within the R1, R2, R2A, and R2B Districts, as defined in the Town’s Land Use Bylaw No. 1447-16;
- g) “Grant” means a grant for the construction of new single family residential dwellings issued under the Build Bonnyville – New Housing Incentive Grant Bylaw;
- h) “Project” means a single-family residential dwelling; and
- i) “Town” means the municipal corporation of the Town of Bonnyville.

## **2. Term and Amount of Grant**

- 2.1 The total amount of the Grant is \$25,000.
- 2.2 The total amount of the Grant will be allocated as follows:
  - a) Upon confirmation from a qualified Safety Codes inspector that the foundation of the project is complete, and any deficiencies are remedied, the Town shall pay the Developer \$25,000.00 within 14 business days of the receipt of the confirmation.

## **3. Conditions of Agreement**

- 3.1 It is a condition of this Agreement in respect of every year in which a portion of the Grant may be disbursed, as set out in this Agreement, that the Developer meet all of the following:
  - (a) be the registered owner for the Eligible Property that is the subject of the application;
  - (b) have no outstanding monies owing to the Town;
  - (c) have all current taxes paid in full;
  - (d) not have any form of litigation, enforcement or court proceedings with or against the Town;
  - (e) meet all requirements under the Build Bonnyville – New Housing Incentive Grant Bylaw; and
  - (f) must, as directed by the Town, from time to time, provide information, documentation, and consents for disclosure of information that will enable the Town to verify compliance with the Build Bonnyville – New Housing Incentive Grant Bylaw and with the conditions of this Agreement.

- 3.2 Failure to meet or a cessation of compliance with, any of the conditions in section 3.1, or of any other requirement of this Agreement, constitutes an act of default by the Developer.
- 3.3 In addition, the following constitute acts of default by the Developer and are applicable to every year in which this Agreement is in effect:
- (a) the Developer or its authorized agent having misrepresented or omitted any information, or provided false information, to the Town for purposes of applying for the Grant or while this Agreement is in effect;
  - (b) amounts owing to the Town with respect to the Eligible Property become past due, including, but not limited to property taxes, utilities fees, or other fees or amounts;
  - (c) the Eligible Property becomes the subject of foreclosure proceedings;
  - (d) the Developer becoming bankrupt within the meaning of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended or repealed and replaced from time to time;
  - (e) a receiver, interim receiver, receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenues of the Developer, which are not diligently challenged or contested by the Developer; or
  - (f) any steps are taken or action or proceeding instituted by the Developer or by any other person, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Developer or the Developer's assets, which are not diligently challenged or contested by the Developer.
- 3.4 The Developer use the New Housing Grant Program Funds at its sole discretion to provide incentives to support home builders in the construction and/or sale of new homes. Incentives could be in any form and may include any or all the following:
- Builder Mortgage rate subsidies
  - Buyer Mortgage rate subsidies
  - Lot price rebates
  - Appliance / furnishing packages
  - Landscaping packages
  - Garage packages
  - Basement finishing packages
  - Other incentives that may be appropriate and approved by the Town.
- 3.5 With the exception of the CAO, the details of how the Grant is used pursuant to section 3.4 to structure a deal will remain confidential.

#### **4. Cancellation of Grant and Agreement**

- 4.1 Administration, acting reasonably, in good faith and in a bona-fide manner, may determine whether or not the Developer has committed an act of default under this Agreement. In the event Administration so determines that the Developer has committed an act of default under this Agreement, Administration shall notify the CAO.
- 4.2 Upon being notified by Administration and confirming that the Developer has committed an act of default under this Agreement, the CAO may cancel the Agreement and the Grant.
- 4.3 The CAO shall issue a written decision to the Developer cancelling the Agreement and the Grant, providing reasons as to why the Grant has been cancelled, stating what criteria or conditions must be met in order for the Grant to be reinstated (if applicable), and providing the date by which a request for a review by Council must be submitted. A review by Council is final.
- 4.4 Upon cancellation of the Grant and this Agreement, all benefits of the Developer under this Agreement shall cease.

#### **5. Indemnity**

- 5.1 The Developer shall indemnify and save harmless the Town, and all of its respective officials, officers, employees and authorized representatives, from and against any and all losses, costs (including, without restriction, all legal costs on a solicitor and their own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer or the Town in pursuance or purported pursuance of this Agreement including, without restriction, any default by the Developer in the due and punctual performance of any of its representations, warranties, covenants and agreements contained within this Agreement.

#### **General**

- 6.1 The Developer acknowledges and understands that this Agreement does not constitute an approval for development of any kind including, but not limited to, a development permit.
- 6.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
- 6.3 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.
- 6.4 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, by courier, or by registered mail sent to, the respective addresses of the parties being:

Town of Bonnyville  
Bag 1006  
4917 49 Avenue  
Bonnyville, AB T9N 2J7  
Fax: (780) 826-4806

**Attention: Planning Director**

[Developer]  
[Insert address]

**Attention:**

provided, however, that such addresses may be changed upon ten days' notice and provided, further, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by courier, hand, email, or fax.

- 6.5 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in the Schedules of this Agreement as if the provisions of the Schedules were contained in the text of this Agreement. This Agreement shall not amend, vary, waive or in any way discharge the obligations of the Developer under any separate development agreement or permits respecting any development or the Lands.
- 6.6 Notwithstanding anything contained within this Agreement, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Town for the performance by the Developer of all the Developer's obligations as set forth in this Agreement. The Developer further acknowledges, understands and agrees that the Town shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.
- 6.7 This Agreement shall not be assignable by the Developer without the express written approval of the Town. Such approval shall be subject to conditions contemplated within this Agreement and may be withheld by the Town in its discretion.
- 6.8 This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.
- 6.9 The Agreement shall be governed by the laws of the Province of Alberta.
- 6.10 Time shall in all respects be of the essence in this Agreement.
- 6.11 If any provision hereof is contrary to law or is otherwise unenforceable such provision shall be severed and the remainder of this Agreement shall be of full force and effect.

- 6.12 Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires.
- 6.13 This Agreement, together with the other documents contemplated herein, constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, unless specifically excluded herein or therein and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.
- 6.14 The Developer and the Town each hereby acknowledges that they are hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that each is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that each is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

#### **Final Reporting**

- 7.1 Grant Recipients will be required to submit a final report, Schedule "C" of this Agreement, within 3 months of the occupancy permit being issued for the subject project.
- 7.2 The final report must identify, at a minimum:
- a) Project Description Summary; and
  - b) Photos of Completed Project.
- 7.3 Grant Recipients who fail to submit a final report or have been found to be in contravention of Bylaw No. 1578-24 may have their ability to submit future applications suspended.

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

**TOWN OF BONNYVILLE**

Per: \_\_\_\_\_  
Chief Administrative Officer (c/s)

**[INSERT NAME OF Developer]**

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_  
(c/s)

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_

**Schedule “A” – Approved Application**

[Insert Application]



**Schedule "B" – Eligible Property**

[Insert Legal Description of Eligible Property]

## SCHEDULE “C”

### **Developer - Build Bonnyville - New Housing Grant Program Final Report Requirements for New Housing Grant Pursuant to Bylaw No. 1578-24**

The purpose of this form is to provide the Town of Bonnyville with information on your Build Bonnyville – New Housing project for which Grant funds were provided.

#### Directions for completing the Accountability Form

- Complete, sign, and date the form;
- Return completed applications to:

Town of Bonnyville  
Bag 1006  
Bonnyville, AB T9N 2J7  
or by email at [planning@town.bonnyville.ab.ca](mailto:planning@town.bonnyville.ab.ca)

#### **1. Project Identification**

<b>Developer Name:</b> <i>(name from grant funding agreement)</i>	
<b>Property Address:</b>	
<b>Agreement Date:</b> <i>(date of your signature on the funding agreement)</i>	
<b>Amount of Build Bonnyville – New Housing Grant Approved (\$):</b>	
<b>Brief Description of Project (1-2 sentences):</b>     	

**Please include pictures of your complete project.**

#### **2. Project Details**

1. Please outline any unexpected challenges you experienced with your project.

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2. Were there any changes to the project from the description outlined in the grant application you originally submitted to the Town?

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See next page for certification

### ACCOUNTABILITY REPORT CERTIFICATION

1. I certify that the information contained in this report and supporting documents is true and accurate.
2. I certify that I am the owner of the property and able to submit the final reporting.
3. I certify that the grant funding was expended in accordance with the grant funding agreement.

<b>Developer Name</b>	
<b>Signature and Seal of Developer</b>	
<b>Phone Number</b>	
<b>Email</b>	

Please keep a copy of this report for your records.

Personal Information required by the Town of Bonnyville application forms is collected under the authority of sections 33(a) and (c) of the Alberta Freedom of Information and Protection of Privacy (FOIP) Act. Your personal information will be used to process your application(s). Please be advised that your name, address and details related to your application may be included on reports that are available to the public as required or allowed by legislation. If you have any questions, please contact the Town's FOIP Coordinator at 780-826-3496 or [admin@town.bonnyville.ab.ca](mailto:admin@town.bonnyville.ab.ca).