

THIS AGREEMENT made as of the _____ day of _____, 20____.

BETWEEN:

XXXXX

(hereinafter called the “Owner”)

- and -

Town of Bonnyville

(hereinafter call the “Town”)

REIMBURSEMENT GRANT AGREEMENT

WHEREAS the Owner is the registered owner of the lands in the Town of Bonnyville legally described on the attached Schedule “A” (the “Lands”)

AND WHEREAS the Town of Bonnyville has approved a Multiunit Rental Housing Incentive Program Policy No. 24-FN-102 (the “Policy”) to provide an incentive to owners to encourage the development of multifamily residential rental dwellings in order to promote the availability of a range of housing options in the Town of Bonnyville;

AND WHEREAS the Policy calls for the Owner and the Town to enter into this agreement setting out their respective obligations;

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

- 1.1 “Application” shall mean the written application by an Owner in a form satisfactory to the Town for the inclusion in the Town of Bonnyville Multiunit Housing Incentive Program and shall include:
- a) A description of the proposed project and how it meets the eligibility criteria outlined in the Policy, and including architectural drawings to be attached to this agreement as Schedule “B”;
 - b) The number of rental dwelling units to be created and the amount of reimbursement grant funding requested;
 - c) An approved Development Permit and/or Building Permit; and
 - d) A certified copy of title to the Lands.
- 1.2 “Certification” shall mean the written confirmation under oath provided by the Owner to the Town in a form satisfactory to the Town certifying that the Project has been completed and ready for occupancy, and such confirmation must include the following:
- a) Confirmation that the Project, including any deficiency list, has been completed in full and the rental dwelling units are ready for occupancy, and

- b) Confirmation, including receipts or other documents satisfactory to the Town, that all suppliers and contractors involved in the Project have been paid in full for their goods and services.
- 1.3 “Owner” shall mean the current owner of the Lands and any subsequent owner thereafter.
- 1.4 “Project” shall mean the project set out in Section 3 and Schedule “B”.
- 1.5 “Reimbursement Grant” shall mean financial assistance available to the Owner and payable by the Town under the Policy in accordance with the terms of this agreement.

2. APPLICATION

- 2.1 In order to be considered for the Reimbursement Grant an Owner shall commence the approval process by submitted an Application to the Town of Bonnyville Administration.
- 2.2 The Owner acknowledges that Applications will be received by the Town on a first-come, first-served basis until the program funding established by the Town has been disbursed or the program term has ended.
- 2.3 Town Council may approve or deny any Application, and the Council’s decision respecting an Application shall be final.
- 2.4 Lands that are in property tax arrears at the time of the Application or at the time of Certification shall not be eligible for inclusion in the program.
- 2.5 Projects that have received funding under any other Municipal, Provincial or Federal grant program are not eligible for funding under this program.

3. QUALIFYING PROJECT

- 3.1 To qualify for the Reimbursement Grant the Owner shall complete the Project as described herein.
- 3.2 The Project must be new construction on Lands owned by the Owner that creates a minimum of four (4) rental dwelling units on a single parcel of land. Rental dwelling units being created on separate parcels of land may not be combined to meet the minimum eligibility requirement.
- 3.3 The Project must conform to the specifications as set out in Schedule “B”. Any deviation from the specifications set out in Schedule “B” may, in the sole discretion

of the Town, render the Owner ineligible for the Reimbursement Grant, in whole or in part, unless the Town has provided its prior written consent for such deviation.

- 3.4 The Owner is responsible for obtaining all necessary approvals for the Project, including Town of Bonnyville development and building permits. All work associated with the Project must comply with municipal, provincial and federal legislation.
- 3.5 The Owner must construct the Project in accordance with the *Alberta Building Code* in effect at the date of issuance of the building permit for the Project.
- 3.6 The Project must be located on one of the following land use districts and result in the development of one or more of the following dwelling types as defined by the Town of Bonnyville Land Use Bylaw No. 1447-16:
 - a) R3 District: Medium High Density Residential – Discretionary Uses include Boarding House and Row Housing
 - b) R4 District: High Density Residential – Permitted Uses include Apartment Buildings and Apartment Hotels, Discretionary Uses include Boarding Houses and Row Housing

Secondary suites are not eligible for the Reimbursement Grant.

- 3.7 The Project shall comply with all applicable municipal bylaws, building codes, provincial and federal legislation, including, but not limited to:
 - a) The Town of Bonnyville Municipal Development Plan No. 1300-07, as amended;
 - b) The Town of Bonnyville Land Use Bylaw No. 1447-16, as amended;
 - c) Any applicable Area Structure Plan approved to the Town of Bonnyville;
 - d) Municipal Government Act, R.S.A. 2000
 - e) Safety Codes Act, R.S.A. 2000, Chapter S-1
 - f) National Building Code – Alberta Edition
 - g) National Energy Code of Canada for Buildings 2017
- 3.8 The Owner shall complete the Project, including remediation of any deficiencies, by no later than twenty-four (24) months after the date of this agreement in order to be eligible for the Reimbursement Grant. Any project that is not completed within twenty-four (24) months after the date of this agreement will not be eligible for the Reimbursement Grant.

4. PAYMENT OF REIMBURSEMENT GRANT

- 4.1 Upon completing the Project, including remedying any deficiency list, the Owner shall provide the Town with a Certification.
- 4.2 Upon receipt of the Certification, the Town shall inspect the Project, and either confirm in writing that the Project is complete or provide a deficiency list.
- 4.3 If the Town issues a deficiency list, the Owner shall forthwith commence remediation of the deficiencies described in the deficiency list.
- 4.4 After the Town is satisfied that the Project is completed and has been approved for occupancy, the Town shall pay to the Owner \$10,000 for each new rental dwelling unit created in an eligible project containing four (4) or more new dwelling units on the Lands.

5. REPAYMENT OF REIMBURSEMENT GRANT

- 5.1 The rental units for which an owner receives a Reimbursement Grant shall remain as rental dwelling units for a minimum of five (5) years from the date of occupancy whether or not the Owner retains ownership of the Lands. If the rental units cease to be rental units for any reason during the 5-year period, the Owner shall repay the full amount of the Reimbursement Grant to the Town within 30 days of the Town issuing an invoice to the Owner.
- 5.2 The Town may register this Reimbursement Grant Agreement as a charge against the Lands for the 5-year qualifying period.

6. NOTICES

- 6.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given only if personally delivered, emailed, mailed or transmitted by facsimile:

- a) To the Town of Bonnyville at:
4917-49 Avenue
Bag 1006
Bonnyville, AB T9N 2J7
Phone: 780-826-3496
Fax: 780-826-4806
Email : dheney@town.bonnyville.ab.ca

Attn: General Manager of Planning and Community Services

- b) To the Owner at:
 - Mailing Address:
 - Phone:
 - Fax:
 - Email:

6.2 Any notice given shall be deemed given if and when personally delivered or transmitted by facsimile or electronically, or, if mailed, shall be deemed given five (5) days after posting.

7. **GENERAL**

- 7.1 This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements, representations or negotiations between the parties. The parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this agreement. This agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
- 7.2 This agreement shall be construed and enforced in accordance with the laws of the Province of Alberta, and the parties hereby attorn to the jurisdiction of the Alberta Courts.
- 7.3 This agreement shall enure to the benefit of and be binding upon each of the parties hereto and each of their respective successors, administrators and assigns.
- 7.4 The Owner may not assign this agreement without prior written consent of the Town, which consent may be arbitrarily withheld.
- 7.5 The waiver by either party of any breach or violation of any provision of this agreement by the other shall not operate or be construed as a waiver by the other party of any subsequent breach of the same or any other provision of the Agreement by the other.
- 7.6 Time shall be of the essence hereof.
- 7.7 This agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. This agreement may be delivered by fax or email.

IN WITNESS WHEREOF the parties hereto acknowledge and agree that they have read and understand the terms of this agreement, and that they have had an opportunity to seek independent legal advice prior to entering into this agreement, and that they have executed this agreement with full force and effect from the date first written above.

APPROVED

TOWN OF BONNYVILLE

As to Content: _____
Planning & Community Services

Per: _____

WITNESS/SEAL

THE OWNER(S):

Per: _____
(Signature)

(Print Name)

WITNESS/SEAL

Per: _____
(Signature)

(Print Name)

SCHEDULE "A"

THE "LANDS"

Legal Description:

Municipal Address:

[Insert map of Lands here](#)

SCHEDULE "B"

DESCRIPTION OF PROJECT AND DRAWINGS

Project Description:

Total Incentive Funding Approved: \$

[Insert Architectural Drawings Here](#)