

Affordable Housing Program Application

Applicant Information		
Name of Organization	Non-Profit Number	
Contact Person	Direct Line	
	() -	
Mailing Address	Cell Phone	
	() -	
City	Province	Postal Code
Email		

Project Information			
Project Description			
Please include housing type and targeted client group			
Number of Affordable Units to be Created			
Civic Address			
Legal Land Description			
Anticipated Construction Date:		Anticipated Completion Date:	

Financial Information			
Estimated Project Costs			
Land Acquisition	Construction	Other costs (specify in notes)	Total Project Costs
\$	\$	\$	\$
Notes:			
Total Funding Sought (grant or otherwise)		\$	
Additional Funding Sources			
Funding Source(s):		Amount	Requested/Received?
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total		\$	

I hereby declare that the above information is complete and correct, and as the applicant, I acknowledge that I have read and understand the entire Affordable Housing Program Application including the attached "Schedule A" and I further accept and agree to the terms and conditions of the Affordable Housing Program.

Applicant's Signature: _____

Date: _____

Please complete and return this form along with all required documentation to:

Planning and Development Services
 City Hall, 1084 Central Avenue
 Prince Albert SK S6V 7P3
 Phone: 306-953-4370
 Fax: 306-953-4380
 Email: pds@citypa.com

The City of Prince Albert is committed to protecting your privacy. Personal information collected on this form is in accordance with *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)* and will only be used for the purpose for which it was collected. Personal information will not be shared or used for any other purpose without your express consent pursuant to *LAFOIP* and the City of Prince Albert's policies. Please contact The City Clerk's Office, 1084 Central Avenue, Prince Albert SK, via email cityclerk@citypa.com or call 306-953-4305 for questions about the access, use, and disclosure of your personal information.

This Section to be completed by Administration	
Date Approved	Resolution #
Building Permit #	Date of Final Inspection

Affordable Housing Program Application “Schedule A”

Application Submission Check-list

Before submitting your application, please review, complete and ensure you have included all the documents listed below. These documents are required as part of the application. Incomplete applications will not be accepted.

1. Application Form.
2. A financial report or supporting documentation stating the estimated project costs (including land acquisition, construction costs, and other known, associated costs).
3. A financial report or documentation regarding external funding sources, to include the name of the funding source, the type of program, the amount to be received and when funds were requested or received.

Program Information, Conditions and General Procedures

The purpose of the Affordable Housing Program is to provide non-profit corporations with financial assistance to create affordable housing units. The Affordable Housing Program is an initiative that originates from the Housing Reserve Policy and is funded by the Housing Reserve. This program came into affect on February 25, 2019.

Information

1. The program only applies to construction projects (new build or renovation) that increase the number of affordable housing units in the City.
2. Only three (3) grants, each with a total value of \$30,000, will be approved annually and applications will be processed in the order they are received. Only one application per non-profit corporation may be submitted annually.
3. Applicants may qualify for up to \$5,000 per affordable housing unit, to a maximum of six (6) units (or \$30,000) for the entire project.
4. The applicant will be responsible for all costs associated with their project and for obtaining any required permits.

Conditions

1. If approved, Applicants shall only qualify for one City of Prince Albert Housing Program per project.

2. If approved, Applicants will be required to enter into an Operating Agreement with the City for a term of up to 15 years. The Operating Agreement will be registered on the title of the subject property.

General Procedure

Completed applications will be reviewed by Administration prior to being forwarded to the City Manager for approval in principle. If approved by the City Manager, the application will be forwarded to City Council for consideration.

Albert for one-bedroom, two-bedroom, and three or more bedroom units respectively; or,

- ii) The maximum rental rate as defined by the Saskatchewan Housing Corporation (SHC) or CMHC, whichever is the primary funding provider.

- b) "Property" means the land and improvements legally described as:

Civic Address: _____

Legal Land Description: Lot _____, Block/Parcel _____,
Plan No. _____

- c) "Service Charges" include the following services provided by the City for a direct charge or user fee payable by the party to whom the services are provided:

- i) The supply of water;
- ii) The disposal of sewage; and
- iii) Custom work orders.

- d) "Term" means a period of fifteen (15) years starting on the date this Agreement is executed by both parties.

2. MUNICIPAL INCENTIVE

- 2.1 In consideration of the mutual covenants and agreements between the Parties as herein set out, the City has agreed to provide the Developer a one-time capital payment of \$_____ (herein referred to as the "Funding") to be distributed on the date of execution of this agreement. The Developer agrees that the payment of the Funding shall constitute a debt due and owing and repayable by the Developer to the City, which repayment shall be subject to and governed by clause 4.3 hereof.

3. CONDITIONS

- 3.1 Those units for which Funding is being provided for under this Agreement shall be maintained as rental units by the Developer for the entirety of the Term.
- 3.2 The Developer shall rent the units for which Funding is being provided at a rental rate that shall not exceed the Maximum Rental Rate for the entirety of the Term.
- 3.3 The Developer must notify the City in writing if the Developer intends to sell the Property (terminate the agreement) prior to the completion of the Term. In this case, clause 4.1(a) of this agreement shall apply.
- 3.4 The executed agreement shall be registered as an interest on the subject parcel. The interest may be discharged upon expiry of the Term, or if the agreement is terminated as per Section 4 of this agreement.
- 3.5 The Developer shall comply with all relevant policies, bylaws acts and legislation.

4. TERMINATION

- 4.1 In the event of the following, the City may terminate the Agreement and the Developer shall repay the funding provided by the City in an amount based on the pro-rata formula set out in clause 4.3 hereof for the portion of time remaining in the Term of the Agreement, specifically:
 - a) if the Property is sold prior to the completion of the Term of the Agreement, unless the City agrees in writing to the assignment of this Agreement to the new owner;
 - b) if the Developer:
 - i) becomes bankrupt or insolvent or is so adjudged;
 - ii) becomes subject to the provisions of any provincial or federal legislation for the benefit of creditors, or the Owner's goods and chattels are liable to seizure; or
 - iii) makes a general assignment for the benefit of creditors or otherwise

acknowledges personal insolvency;

- c) if property taxes and/or Service Charges respecting the property fall into arrears;
- d) if the units for which funding is being provided are rented at a rate above the established Maximum Rental Rate;
- e) if the units cease to be maintained as rental units; or
- f) if the Developer is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, *the National Building Code of Canada* or any municipal bylaw in respect to the Property.

4.2 If the Agreement is to be terminated in accordance with clause 4.1(b) through 4.1 (f), the City shall provide written notice to the Developer ten (10) days prior to termination of the Agreement.

4.3 If the Agreement is terminated, the Developer shall provide the Funding to the City as follows:

- a) termination occurring within the first calendar year of the Term of the Agreement requires repayment of 100% of the Funding;
- b) termination occurring within the second calendar year of the Term of the Agreement requires repayment of 93.3% of the Funding;
- c) termination occurring within the third calendar year of the Term of the Agreement requires repayment of 86.6% of the Funding;
- d) termination occurring within the fourth calendar year of the Term of the Agreement requires repayment of 80% of the Funding;
- e) termination occurring within the fifth calendar year of the Term of the Agreement requires repayment of 73.3% of the Funding;
- f) termination occurring within the sixth calendar year of the Term of the Agreement requires repayment of 66.6% of the Funding;

- g) termination occurring within the seventh calendar year of the Term of the Agreement requires repayment of 60% of the Funding;
- h) termination occurring within the eighth calendar year of the Term of the Agreement requires repayment of 53.3% of the Funding;
- i) termination occurring within the ninth calendar year of the Term of the Agreement requires repayment of 46.6% of the Funding;
- j) termination occurring within the tenth calendar year of the Term of the Agreement requires repayment of 40% of the Funding;
- k) termination occurring within the eleventh calendar year of the Term of the Agreement requires repayment of 33.3% of the Funding;
- l) termination occurring within the twelfth calendar year of the Term of the Agreement requires repayment of 26.6% of the Funding;
- m) termination occurring within the thirteenth calendar year of the Term of the Agreement requires repayment of 20% of the Funding;
- n) termination occurring within the fourteenth calendar year of the Term of the Agreement requires repayment of 13.3% of the Funding; and,
- o) termination occurring within the fifteenth calendar year of the Term of the Agreement requires repayment of 6.6% of the Funding.

5. NOTICE

Any notice, demand, request or other communication (collectively “notice”) which may be or is required to be given under this Agreement shall be in writing and delivered personally by leaving it at the offices of the other party, or sent by registered mail, postage prepaid, and shall be addressed:

- a) to the City:
Department of Planning and Development Services
City of Prince Albert

1084 Central Avenue
Prince Albert, SK S6V 7P3

b) to the Developer:

Either party may change its address for the above purpose by mailing a notice to the other party setting forth its new address.

Any such notice shall be conclusively deemed to have been given or made on the day on which such notice is delivered or, if mailed, the seventy-two (72) hours following the date of mailing, as the case may be. If the postal service is interrupted, only personal delivery of such notice shall be utilized.

6. COVENANTS TO SURVIVE THE AGREEMENT

6.1 The Developer agrees and does hereby provide security for its repayment obligations of the Funding to the City pursuant to clause 4.3 hereof, and does hereby grant an equitable demand mortgage to the City as against the title to the Property. The Developer permits and consents to the City registering in the Land Registry against the title to the Property such security as an interest in the Property, which interest shall be discharged following the repayment of the Funding as specified in clause 4.3 hereof. These covenants shall bind all successors and assigns of the Developer.

7. ASSIGNMENT

7.1 The Developer shall not assign or transfer this Agreement without the prior written approval of the City of Prince Albert.

8. ENTIRE AGREEMENT

8.1 There are no other agreements between the parties respecting the matters referred to herein.

