

GRANT AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____, [202x].

BY AND BETWEEN: _____ of the _____ and Province of New Brunswick a **body corporate duly registered under the laws of the Province of New Brunswick** (hereinafter called the “**Developer**”)

OF THE FIRST PART

And

THE CITY OF SAINT JOHN, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislature of the Province of New Brunswick (hereinafter called the “**City**”)

OF THE SECOND PART

WHEREAS the City supports the development of a greater supply of housing at an accelerated pace and acknowledges the need for financial support for specific construction challenges and/or certain forms of development and entered into a Housing Accelerator Fund Contribution Agreement with Canada Mortgage and Housing Corporation at its meeting held the 2nd of January, 2024; and

WHEREAS at its meeting held the _____ the City adopted a Housing Accelerator Fund (HAF) Grant Program Policy (“**Policy**”) to support the implementation of the City’s HAF Action Plan; and

WHEREAS the Developer has applied for the following grants [**Construction Challenges Grant / Missing Middle Housing Grant / Revitalizing Rental Grant**] for a property bearing PID _____ (the “**Property**”) and the proposed development meets the eligibility requirement for the said program; and

WHEREAS the Policy requires that an applicant who meets the eligibility requirement of a given Program under the Policy enter into a Grant Agreement in order to receive the Grants contemplated in a given Program;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree each with the other as follows:

1. The development for which the grant contemplated in this Agreement shall be paid is outlined in the prescribed application form and all required supporting documents attached hereto as Schedule “A” (hereinafter the “**Project**”).
2. The Housing Accelerator Fund (HAF) Grant Program is established by the Policy which is attached hereto as Schedule “B” and forms part of this Agreement.

3. The City shall, pursuant to the terms and conditions identified herein, pay to the Developer a total grant amount of **[\$_____]**.
4. **[The City's obligation to pay the Grant to the Developer of a Construction Challenges Project / Missing Middle Housing Project / Revitalizing Rental Project is conditional upon:**
 - a. **The Grant Committee having issued a conditional approval letter to the Developer confirming the Project's eligibility;**
 - b. **the City completing an inspection which confirms that the relevant incentive program eligibility criteria have been met;**
 - c. **The following project milestone(s) first having being fulfilled: The development has received approval of the foundation inspection under the approved building permit. / At the successful completion of pre-drywall inspection under the approved building permit, 50% of grant funds will be disbursed. At full completion and issuance of a certificate of successful completion under the approved building permit, the remaining 50% of grant funds will be disbursed. / The development has been deemed to be completed based upon a final inspection by the City.**
 - d. **The development has been deemed to be completed based upon a final inspection by the City.**
 - e. **Availability of sufficient resources in the City's annual operating budget through the Housing Accelerator Fund project budget, and/or other funding sources].**
5. The City and the Developer acknowledge and agree that the City may choose at its sole and absolute discretion to amend or cancel the Policy at any time and that Policy funding may change in future years or be cancelled altogether based upon availability of external funding sources for the Program. Should this occur, the Developer acknowledges that it shall have no legal recourse against the City.
6. The City and the Developer acknowledge and agree that the Developer shall be liable to reimburse to the City the entirety of the funding amount paid to the Developer and the City shall have a right of action against the Developer to recover said amount should the Project not be fully completed in accordance with the building and/or development permit.
7. Prior to the payment of any grant contemplated in this Agreement, the City may require an audit of required supporting documentation submitted with the application to ensure its validity at the expense of the applicant.

Termination

8. The City may terminate this Agreement without notice upon the occurrence of one of the following events:

- a. changes are made to the design of the building during construction that do not comply with the eligibility criteria of the relevant incentive program for the grants contemplated in this Agreement;
- b. Common Council, by resolution, rescinds the Policy;
- c. If no progress is demonstrated on successfully fulfilling the building permit as evidenced by periodic inspection within 6 months of the issuance of a building permit;
- d. Project milestone(s) identified in this agreement are not successfully fulfilled prior to April 1st, 2027.

9. This Agreement may not be assigned without the written consent of the City.

10. This Agreement shall be governed by the laws of the Province of New Brunswick.

11. No amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the City and the Developer. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

12. Each party shall be responsible for paying its own costs and expenses incurred in connection with the execution and delivery of this Agreement.

13. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by the properly authorized officers and their respective corporate seals affixed hereto the day and year first above written.

SIGNED, SEALED AND DELIVERED)
 in the presence of:)
)
) Per: _____
) Name:
) Title:
)
) **THE CITY OF SAINT JOHN**
)
)
) _____
) Mayor
)
)

) _____
) City Clerk
)
) Common Council Resolution:
)
) _____

SCHEDULE A
(Application Form)

SCHEDULE B
(Housing Accelerator Fund Grant Program Policy)

SCHEDULE C
(Affidavit of Corporate Execution)