



This Agreement dated as of the ____ day of _____, 2025

HOUSING COMMUNITY IMPROVEMENT PLAN PER DOOR GRANT AGREEMENT
(the “Agreement”)

Between:

THE CORPORATION OF THE CITY OF BARRIE
 (“the City”)

And

<INSERT>

(“the Owner”)

BACKGROUND:

WHEREAS the City has approved a Per Door Grant Application (File No. D18-PDG-000-2025) under the Housing Community Improvement Plan, October 2024 (the “Housing CIP”) submitted by <insert> (the “Owner”) pursuant to Section 28 of the *Planning Act*, R.S.O. 1990 c. P.13;

AND WHEREAS the Owner owns the lands legally described as <insert legal description> being all of PIN <insert> and municipally known as <insert address>, Barrie (the “Property”);

AND WHEREAS the Property is eligible for a Per Door Grant through the CIP, as described in Section 4 and 5 herein (the “Grant”);

AND WHEREAS the Owner has or will be constructing an <insert description – e.g. #-storey, building type, unit count, other GFA, etc.> (the “Approved Project”);

AND WHEREAS the Owner has been approved by the City under the Housing CIP for a Grant for the purposes of providing # <insert e.g. Affordable Purpose-Built Rental Units>;

NOW THEREFORE in consideration of the terms and conditions set out in this Agreement, the City and the Owner agree as follows:

DEFINITIONS AND INTERPRETATION

1. Definitions – In this Agreement, the following expressions have the following meanings:
 - a. “Access Plan” means a documented process established by the Owner and approved by the City which shall specify how tenants are to be selected at Initial Occupancy and at each unit turnover as applicable and how information about such process is disseminated to the public.

- b. "Affordable" means affordable as defined for each financial incentive in the most recent City of Barrie Development Services Housing Bulletin.
- c. "Affordable Rental Housing Unit" means a Purpose-Built Rental Unit for which the rent does not exceed the affordable rent as defined by the most recent Development Services Housing Bulletin.
- d. "Agreement" means this document including Schedules "A", "B", "C" and "D".
- e. "Applicable Laws" means all statutes, laws, by laws, regulations, ordinances, orders, policies, guidelines and requirements of governmental or other public authorities having jurisdiction in force from time to time.
- f. "Approved Project" means <insert description – e.g. #-storey, building type, unit count, other GFA, etc.> proposed by the Owner, for which the Owner has been approved by the City, as detailed in Schedule "A" attached to and forming part of this Agreement.
- g. "Development Charges" means the fees collected from the Owner at the time the building permit is approved.
- h. "Development Services Housing Bulletin" means the bulletin entitled the "Development Services Housing Bulletin", as it is amended from time to time, that is published by the City of Barrie Development Services and posted on the City of Barrie website and included as Schedule "D" to this Agreement.
- i. "Eligible Costs" shall have the same meaning as used in subsection 28 (7.1) of the *Planning Act*, as may be amended from time-to-time.
- j. "Event of Default" means the events set out in Section 31 of this Agreement.
- a. "Grant" means grant funds paid by the City to the Owner pursuant to the City's Housing CIP Per Door Grant program under this Agreement.
- b. "Housing CIP" has the meaning as set out in the recitals above.
- c. "Initial Occupancy" means when a new tenant occupies an Affordable Rental Housing Unit regardless of whether it was previously rented.
- d. "Market/For-Profit Housing" means housing that has no rent or sale price restrictions. A landlord or property owner is free to attempt to rent or sell the unit at whatever price the local market might allow.
- e. "Mixed Use" means buildings that includes more than one use within a single building. The range of uses that may be permitted in such buildings is limited to those allowed for in the relevant land use zone.
- f. "Non-profit and charitable organizations" shall have the same meaning as used in subsection 4.2(1) of the *Development Charges Act*, as may be amended from time to time.

- k. "Occupancy Date" means the date on which occupancy of all Affordable Rental Housing Units in the Approved Project is permitted via an Occupancy Permit issued by the Chief Building Official.
- l. "Occupancy Permit" means a permit issued by the Chief Building Official pursuant to Section 11 of the Building Code Act and issued in accordance with the Building Code, Division C, Subsection 1.3.3., Occupancy of Buildings.
- g. "Owner" has the meaning as set out in the recitals above.
- h. "Property" has the meaning as set out in the recitals above.
- i. "Property Taxes" means an ad valorem tax on the value of the property.
- j. "Purpose-Built Rental" means housing built specifically for long-term residential rental accommodation.
- k. "Unit" shall mean a domicile containing cooking, eating, living, sleeping and sanitary facilities.

HEADINGS

- 2. The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

TERM

- 3. The term of this Agreement is from the effective date of this Agreement and will expire 25 years following the Occupancy Date, unless terminated in writing by the City one year before the cancellation is to take effect.

GRANT

- 4. In accordance with the Housing CIP Grant Review Committee's decision, dated <DATE> for application number D18-PDG-000-2025 and included as Schedule "B", the property is approved for financial incentives offered through the Per Door Grant Program.
- 5. The City shall provide to the Owner a Per Door Grant in the amount of \$\$\$\$\$

GRANT PAYMENT TIMING

- 6. The timing of payments for the Per Door Grant shall be as follows:
 - a. \$\$ upon execution of this Agreement.
 - b. \$\$ upon confirmation by the Chief Building Official that the Approved Project has started construction, determined by the date of the first footing inspection.
 - c. \$\$ upon confirmation by the Chief Building Official that the Approved Project has passed the first framing inspection.
 - d. \$\$ upon confirmation by the Chief Building Official that the Approved Project has been issued the first Occupancy Permit.

- e. \$\$ upon confirmation by the Chief Building Official that the Approved Project has been issued the final Occupancy Permit.
7. The Owner shall be responsible for notifying the City when each of the above noted milestones have been met in order to receive each corresponding payment. The City will confirm that the payment terms have been satisfied prior to issuance of grant funds.
8. The City shall, in its sole discretion, be entitled to amend the terms of payment set out above, and/or may refuse payments or may approve only some or partial payments where the Owner has failed to comply with the provisions of this Agreement.
9. The Owner shall use all the City Per Door Grant paid to it pursuant to this Agreement for the purpose of its capital funding in connection with the Approved Project and to enhance the affordability of the Affordable Rental Housing Units. The Owner acknowledges and agrees that the City may, in its sole discretion, require the Owner to refund any amounts not used for such purpose.
10. The City reserves, among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full or to set off against future payments on account of Grant funding, should an Event of Default occur and not be rectified in accordance with the provisions of this Agreement.

AFFORDABLE HOUSING RATES, TIMEFRAMES AND REPORTING

11. The Owner agrees to operate the Affordable Rental Housing Units for Affordable housing, in accordance with the Owner's Access Plan, the requirements of this Agreement and all Applicable Laws, for a minimum of 25 years.
12. Annual housing costs for the Affordable Rental Housing Units may be adjusted annually, in accordance with the *Residential Tenancies Act* ("RTA") 2006, S.O. 2006, c. 17 or any successor legislation. The Owner may adjust the monthly rent payable for an Affordable Rental Housing Unit if at least twelve (12) months have elapsed:
 - a. since Initial Occupancy; or
 - b. since the day of the last rent increase with respect to the Affordable Rental Housing Unit, if there has been an increase,
by no more than the prevailing rent increase guideline established each calendar year pursuant to the RTA or any successor legislation, to an amount not to exceed the current Affordable rental rate per the most recent City of Barrie Development Services Housing Bulletin, or its successor.
13. The Owner acknowledges that should the rent increase guideline of the RTA not apply to the Approved Project, that the rent increase guideline still applies to the Affordable Rental Housing Units by virtue of the contractual terms of this Agreement, in accordance with Section 12 of this Agreement. In the event that the rent increase guideline of the RTA or any successor legislation is repealed and not replaced with similar legislation, monthly rental rates may be adjusted based on annual changes to the Consumer Price Index – not seasonally adjusted, for all items – in January of each year for Canada as reported by Statistics Canada, to an amount not to exceed the current

Affordable rental rate per the most recent City of Barrie Development Services Housing Bulletin, or its successor.

14. The Owner shall provide the City with an annual report which clearly identifies the location (i.e. unit number) and rent of each of the Affordable Rental Housing Units within the Approved Project. In this regard, the Owner shall demonstrate and attest that the rent for the Affordable Rental Housing Units does not exceed the housing affordability definitions contained herein. Notwithstanding, housing costs for the affordable units may be increased annually, in accordance with the provisions in Section 12 of this Agreement. The Owner may be required to include a copy of the lease and rent receipts for each Affordable Rental Housing Unit.
15. The Owner shall ensure that:
 - a. each lease for an Affordable Housing Unit shall provide the following:
 - i. for the disclosure to the City, by the Owner, of the tenant's personal information, which may include household income and family composition, has been consented to by the tenant;
 - ii. that no Affordable Rental Housing Unit may be sublet by the residential tenant under any circumstances;
 - iii. a statement identifying the Affordable Rental Housing Unit as being developed with City of Barrie Housing CIP funding, which is subject to an Agreement between the Owner and the City; and
 - iv. a clear and conspicuous notice to the tenant of the date on which the term of this Agreement ends, and that after such date there will be no further obligation to maintain the Affordable Rental Housing Unit at an affordable rate.

OWNER RESPONSIBILITIES

16. The Owner hereby acknowledges receiving and reviewing this agreement, including attached Schedules "A", "B", "C" and "D" and agrees to be bound by the General Terms and Conditions of the Housing CIP and Per Door Grant Program therein.
17. The Owner is responsible for obtaining all necessary approvals and permits regarding the Approved Project.
18. Owner is responsible for ensuring that all contracts and subcontracts necessary for the completion of the Approved Project, are in place and in compliance with recognized construction practices and all applicable legislation in Ontario.
19. The Owner shall, no later than six (6) months prior to the Occupancy Date, provide to the City an Access Plan for review and approval.

OWNER CONSTRUCTION REPORTING AND COMPLIANCE REQUIREMENTS

20. The Owner agrees to provide reports for the project semi-annually to City representatives including the following:

- a. Office address.
 - b. Project scheduling with start-up, milestones and planned completion date.
 - c. Projected cost requirements.
 - d. Variances in construction schedule.
21. The Owner agrees to advise the City's representative in writing of any project delays, or unusual or unforeseen conditions as soon as they become known.
22. The Owner agrees to allow the City or any of the City's representative's access to the project site, any architectural or engineering drawings or documents, or any other project related documents as may be determined by them.
23. The City reserves the right to peer review/audit any studies and/or works respecting the Approved Project at the expense of the Owner.

NOTICE

24. Notice to be given under this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

If to the City:

City of Barrie
City Hall, 70 Collier Street
P.O. Box 400, Barrie, ON L4M 4T5

Attn: City Clerk

If to the Owner:

<name>
<company>
<address>
<City, ON, postal code>
<email>

25. The Owner contractors, and sub-contractors shall maintain workers compensation insurance in accordance with the requirements of the *Workers' Compensation Act, R.S.A. 2000, c. W-15*, as amended from time to time, if required. Evidence of compliance with the *Workers' Compensation Act* as may be requested by the City. Such coverage shall include volunteers of the Owner, if applicable.
26. Prior to commencement of the Approved Project, the Owner shall provide acceptable evidence of the insurance required by this Agreement to the City.

LIABILITY AND INDEMNITY

27. The Owner shall indemnify and hold harmless the City from any and all third party claims, demands, or actions for which the Owner is legally responsible, including those arising out of negligence or willful acts by its employees, volunteers, contractors, subcontractors or agents. This clause shall survive this Agreement.

INSURANCE

25. The Owner shall obtain a policy of Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000.00 per occurrence and no aggregate limit within any policy year. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:
- a. Name the Municipality as an additional insured
 - b. Cross-liability and severability of interest
 - c. Blanket Contractual
 - d. Products and Completed Operations
 - e. Premises and Operations Liability
 - f. Personal Injury Liability
 - g. Contingent Employers Liability
 - h. Owners and Contractors Protective
 - i. Broad Form Property Damage
 - j. The policy shall include 30 days notice of cancellation
26. The Owner shall provide the City with a satisfactory Certificate evidencing this policy of Insurance prior to any Grant funds being advanced pursuant to this Agreement.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

27. The Owner acknowledges and agrees that the City is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990 c. M.56 ("MFIPPA") and agrees that this Agreement, including the name of the Owner and the consideration of the Grant given hereunder, may be subject to disclosure.

ASSIGNMENT

28. This Agreement is not assignable in whole or in part by the Owner without the prior written consent of the City which may be withheld within the City's discretion for any reason.
29. This Agreement shall be for the benefit of and binds the successors and assigns of the parties.
30. This agreement, as amended from time to time by agreement in writing of the parties, shall be the entire Agreement between the parties as to the matters herein and all previous promises, representations or agreements between the parties, whether oral or written, with respect to these matters shall be deemed to have been replaced by this Agreement.

EVENT OF DEFAULT

31. The Owner hereby agrees that the following events shall constitute an Event of Default under this Agreement;

- i. Failure by the Owner to obtain the prior written approval of the City to alter the scope or timing of the Approved Project.
- ii. Failure by the Owner to maintain the Approved Project as a Purpose-Built Rental for the duration of the Term of this Agreement.
- iii. Failure by the Owner to maintain a minimum of **X** Affordable Rental Housing Units in the Approved Project for the duration of the Term of this Agreement.
- iv. Failure by the Owner to adhere to the rent increase guidelines set out in Section 12 of this Agreement.
- v. Failure by the Owner to provide the annual reporting required as detailed in Section 14 of this Agreement.
- vi. Failure by the Owner to keep municipal property taxes in good standing.
- vii. Failure by the Owner to comply with all Applicable Laws, City By-Laws, work orders, property standards, or any other municipal or governmental direction or order.
- viii. Failure by the Owner to maintain and operate the Approved Project, at its own cost and expense, in a good state of repair and fit for habitation to the standard of a prudent owner of similar premises.
- ix. Failure of the Owner to obtain the prior written consent of the City to transfer or assign this Agreement in the event the Owner sells, transfers, assigns or otherwise disposes of the Property or Approved Project to a new owner.
- x. Failure of the Owner to commence construction of the Approved Project by **<insert date>**, as determined by the date of the first footing inspection, to be confirmed by the Chief Building Official (CBO).
- xi. Failure of the Owner to obtain a final Occupancy Permit by **<insert date>**.

32. If the Owner is in default of any program requirement, or any other requirement of the City, the City may delay, reduce or cancel the Per Door Grant approval. The City may discontinue or rescind the Per Door Grant where there is not compliance with executed agreement. Funds rescinded would be directed back to the Housing CIP Reserve Fund.

TERMINATION

33. If the Owner is in breach of any term of this Agreement or has committed an Event of Default as set out above, the City in its sole discretion may provide the Owner with thirty (30) days notice to remedy the breach or Event of Default. If the breach or Event of Default has not been remedied to the City's satisfaction within 30 days, the City may terminate this Agreement and require the Owner to repay all or a portion of the Grant advanced to the Owner pursuant to this Agreement.

34. A waiver of any breach of a provision by the City shall not be binding upon the Owner unless the waiver is in writing and the waiver shall not affect the City's rights with respect to any other or future breach by the Owner.

GENERAL

35. This Agreement shall be construed and governed in accordance with the Laws of the Province of Ontario. In the event of a dispute, the parties agree that such dispute shall be subject to the jurisdiction of the Courts of the Province of Ontario.
36. Time is of the essence of this Agreement.
37. In the event of a conflict between the Agreement and any schedules attached hereto, the Agreement shall govern.
38. In the event that any provision or provisions of this Agreement are rule unenforceable by a court of competent jurisdiction, the parties acknowledge and agree that the remaining provisions shall continue to be of full force and effect.
39. The parties acknowledge and agree and any schedules hereto may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one (1) single document.

REGISTRATION ON TITLE

41. The Owner hereby covenants and agrees that this Agreement and any such schedules attached hereto may be registered upon title to the Lands and that such registration shall be at the instance of the Municipality and at its sole and absolute discretion. The Owner further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement, including but not limited to, any amendments thereto.

POSTPONEMENT AND SUBORDINATION

42. The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or other encumbrancers as may be deemed necessary by the Municipality and its solicitor to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands concurrent with the registration hereof.

REMOVAL OF AGREEMENT FROM TITLE

43. Following the expiry of the term of the Agreement, the Owner may submit a written request to the City to have the Agreement discharged from title to the Property and the City shall consent to the discharge of this Agreement from title to the Property.

EXECUTION

44. The Owner acknowledge that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

[Signing page follows]

SAMPLE

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

) **<INSERT OWNER>**
)
)
)
) _____
) Per:
) I have authority to bind the Corporation
)
)
)
) _____
) Per:
) I have authority to bind the Corporation
)
) **THE CORPORATION OF THE CITY OF**
) **BARRIE**
)
)
) _____
) Per:
) I have authority to bind the Corporation

SAMPLE

Schedule "A"

Approved Project – Concept Plan

SAMPLE

Schedule "B"

Housing Community Improvement Plan Grant Review Committee Decision

SAMPLE

Schedule "C"

Per Door Grant Terms and Conditions

Financial Incentive Programs General Eligibility and Requirements [Section 3.3.1 of the Housing Community Improvement Plan (CIP)]

All applications must meet all the following general requirements, in addition to any program specific eligibility requirements:

1. **Application In-take Period:** A completed application form, in addition to all required supporting information and materials, must be received by the application intake deadline. This deadline will be established by the Development Services Department and advertised on the City's Housing CIP website, and through other established City communications. A minimum of one application intake period will be established per year, subject to CIP program funding availability. Additional application intake periods may be made available for specific financial incentive programs until annual funding has been allocated, at the discretion of Development Services.
2. **Multiple Incentives:** Applicants can apply for multiple CIP financial incentive programs, if eligible. When stacking CIP grants, the total combined grant funding shall not exceed eligible costs. City CIP incentives may be stacked with other government programs and funding [e.g. Canada Mortgage and Housing Corporation (CMHC) funding].
3. **Eligible Costs:** Project costs incurred prior to an application under this CIP shall be eligible for funding, provided the project has not yet been issued an Occupancy Permit by Building Services. Eligible costs cannot exceed project development or redevelopment costs. Applicants will be required to submit overall project costs, including basic development pro forma details.
4. **Agreement Requirements:** An agreement between the City and the owner (registered or assessed owners of lands/buildings) will be required, which will set out the terms, duration, and default provisions of the incentive(s) to be provided; this may be registered on title of the subject lands. The City may discontinue or rescind any financial incentive where there is not compliance with an executed agreement.
5. **Development Status:** Projects must have submitted a complete Site Plan Control application to Development Services, if applicable, prior to making an application to the CIP. Applications must also be received prior to the issuance of an Occupancy Permit by Building Services. Projects with Site Plan Control approval, or that are exempt from Site Plan Control approval, and can demonstrate an ability to quickly preference.
6. **Non-profit and Charitable Organizations:** All financial incentive programs under the Housing CIP are available to both non-profit and charitable organizations, and market/for-profit housing developers. The City encourages partnerships between non-profit and charitable organizations and market developers. Applications by non-profit and charitable organizations, and partnerships with them, will be given preference.
7. **Prior Experience:** Applicants are not required to have had prior experience developing the housing proposed, however preference will be given to those applicants who can

demonstrate they have successfully completed projects of a similar nature in the past or have retained the expertise to do so.

8. Location: Projects must be located within the Community Improvement Project Area (i.e., the City of Barrie) to be eligible for financial incentives. Project sites located within growth areas (e.g. Urban Growth Centre, Major Transit Station Areas, etc.) in close proximity to transit, and in close proximity to community resources and services (e.g., retail, community amenities, parks, schools, childcare facilities, medical facilities, libraries, community centres, etc.) will be given preference and scored higher. Project sites shall not be located on lands subject to flooding hazards, erosion hazards, including wetlands.
9. Proximity to Transit Facilities: Project sites located within proximity to transit facilities (e.g., GO Station, Barrie Transit Terminal, or transit bus route or stop) will be given preference and scored higher.
10. Building and Site Design: Applicants who incorporate energy efficiency and reduced environmental impact above minimum standards will be given preference and scored higher. Applicants who incorporate high quality urban design, a mix of uses on site or within the building or provide additional on site amenities such as childcare facilities and community amenities, will be given preference and scored higher.
11. Accessible Design: Applicants who provide accessible/barrier-free units above minimum requirements will be given preference and scored higher. For multi-residential developments, applicants who provide a greater allocation of family sized units or greater mix of unit sizes will be given preference and scored higher.
12. Municipal Services: Applicants must demonstrate, to the satisfaction of the City of Barrie, that there are adequate and available municipal services (i.e. including proposed development).
13. Density: Proposed development must meet or exceed the City's Official Plan density requirements.
14. Taxes: The property under consideration shall not be in a position of property tax arrears or shall have a payment schedule acceptable to the Chief Financial Officer at the time of application.

Per Door Grant Requirements (Section 3.3.2 of the Housing CIP)

The Per Door Grant is intended to provide flexible financial assistance to incentivize the creation of more affordable and rental housing units within the City of Barrie. The intent of the Per Door Grant is to simplify the incentive process by providing one single capital grant in place of tying incentives to specific fees and charges, such as cash-in-lieu fees, application fees, development charges (DCs), or other charges. It also will allow the City more flexibility to assess the feasibility and merits of a specific project and offer more subsidy if it is warranted.

The City recognizes that each organization has different funding requirements to include affordable housing units for middle and low-income households as part of its development, based on numerous factors such as size, scale, location and project details. For this reason, rather than setting a fixed grant amount, applicants are responsible for determining a reasonable amount of incentive per unit that will be required for their project, taking into consideration requirements such

as depth and duration of affordability, unit mix and type of development. Applicants will be required to justify the incentive amount requested, and City staff will use that to determine if it is reasonably tied to the affordability provided, length of affordability, and the total number of new housing units that will be created.

When reviewing applications, City staff will comprehensively consider the basic eligibility criteria in Section 3.3, the program specific criteria as noted below, the present value of the rent or ownership differences (market versus affordable) over the life of the agreement, pro forma details, and additional costs that may be incurred to meet the affordable rent or ownership rates required as defined per the Development Services Housing Bulletin.

Grant money can be utilized towards any eligible project development costs, but cannot exceed total costs of development or redevelopment, or be used towards operational costs.

If awarded a grant, an agreement between the City and the owner (registered or assessed owners of lands/buildings) will be required, which will set out the terms, duration, and default provisions of the grant provided; this may be registered on title of the subject lands.

The City may discontinue or rescind any financial incentive, plus interest, where there is not compliance with an executed agreement, including reporting requirements to ensure affordability is maintained per the agreement.

Additional Requirements for Non-profit and Charitable Organizations

For applicants that are a non-profit or charitable organization, the following requirements must be met, in addition to those noted in section 3.3 General Program Eligibility and Requirements:

1. Minimum number of affordable units: Projects must result in at least one (1) new affordable housing unit. Projects that include a higher percentage of affordable housing units will be given preference. For projects that provide shared living arrangements, an increase in shelter capacity, bedrooms, or beds provided will qualify as one (1) new affordable housing unit.
2. Affordability: Affordable units must meet the applicable affordable rent or ownership criteria established in the most current Development Services Housing Bulletin. Projects proposing deeper affordability levels (i.e., more affordable than the minimum requirements) will be given preference.
3. Type of housing permitted: There is no restriction on built form or density, but projects must be new construction (new building, addition to existing building, or conversion of existing building resulting in at least one additional dwelling unit). Projects can be standalone residential development or mixed-use. For projects that provide shared living arrangements, an increase in shelter capacity, bedrooms, or beds provided will qualify as one (1) new affordable housing unit.
4. Housing tenure permitted: Rental housing (where there is a landlord-tenant relationship and tenants are recognized by the *Residential Tenancies Act*), non-profit co-operatives (under the *Co-operative Corporations Act*), ownership housing, and other affordable housing (e.g. emergency or transitional housing units, shared living accommodations, etc.) are all permitted.

5. Affordability Period: Affordable units must remain affordable for a minimum of 25 years following initial occupancy. Projects guaranteeing affordability for more than 25 years will be given preference.

Additional Requirements for For-profit/Market Developers

For applicants that are a market/for-profit developer, the following requirements must be met, in addition to those noted in section 3.3 General Program Eligibility and Requirements:

1. Minimum number of affordable units: Projects should meet the minimum targets in the Official Plan (15 to 20 percent of total units, depending on location and type of development) or 1 affordable dwelling unit, whichever is higher. Where the application of the per cent minimum results in a numeric fraction, fractions shall be rounded down to the nearest whole number if 0.49 or under and rounded up to the nearest whole number if 0.5 or above. Market rate purpose-built rental projects will be considered for funding, however projects that commit to providing affordable housing units will be given preference.
2. Affordability: Affordable units must meet the applicable affordable rent or ownership criteria established in the most current Development Services Housing Bulletin. Projects proposing deeper affordability levels (i.e., more affordable than the minimum requirements) will be given preference.
3. Type of housing permitted: The development must be medium or high-density residential development. There is no restriction on the specific built form, but projects must be new construction (new building, addition to existing building, or conversion of existing building resulting in new dwelling units). Projects can be standalone residential development or mixed-use.
4. Housing tenure permitted: Rental housing (where there is a landlord-tenant relationship and tenants are recognized by the Residential Tenancies Act), non-profit housing co-operatives (under by the Co-operative Corporations Act), ownership housing, and other affordable housing (e.g. emergency or transitional housing units, shared living accommodations, etc.) are all permitted.
5. Affordability Period: Affordable units must remain affordable for a minimum of 25 years following initial occupancy. Projects guaranteeing affordability for more than 25 years will be given preference.

If co-applying with a non-profit or charitable organization to provide the affordable units, the requirements for non-profit and charitable organizations should be followed.

Implementation and Administration (Section 4.1 of the Housing CIP)

The Housing CIP will be implemented through the policies of the Official Plan and Section 28 of the Planning Act.

Overall implementation will be subject to Council review and approval of program details and budgetary allocation. The CIP and associated programs will be administered by Development Services staff, in consultation with the Finance Department. The provision of any program of this CIP shall be administered based on merit and the limit of funding available in accordance with administrative rules governing the grant programs.

Additional specific details regarding the various incentive programs, applications, and administration procedures shall be set out in the grant application forms and may change from time to time without the need for an amendment to this CIP.

Funding Overview and Conditions (Section 4.2.1 of the Housing CIP)

The following is applicable to all grants issued through the Housing CIP programs:

1. **Agreements**: All applicants may be required to enter into an agreement with the City of Barrie specifying the amount to be paid by the City and the payment period. In all cases the property owner must consent to the agreement in writing. The legal agreement between the applicant and the City of Barrie regarding the provision of any affordable housing units will contain a clause to ensure that the eligible affordable housing units remain affordable in accordance with the definition in this CIP for a period of not less than 25 years. The funding agreement will outline any required construction timelines (e.g. when a Building Permit application needs to be submitted by).
2. **Forgivable Loans**: Any of the grant programs or financial incentives may be structured as loans or forgivable loans if necessary, to secure City interests.
3. **Property Ownership**: The project lands do not need to be owned by the applicant at the time of the application. There is a requirement that the lands are owned by either the applicant or a related/affiliated organization. We will be looking for additional information from the applicant regarding the ownership of the lands, and whether a transfer/sale is anticipated as the owner of the land will be party to the contribution agreement.
4. **Change in Property Ownership**: CIP grants will be available to a property owner only. The City may extend the original grant payment schedule to a new owner subject to an amended agreement with the new owner. Tax increment based grant payments to the original owner will cease if the original owner sells the property prior to payment of all installments per the schedule, and the grant has not been transferred or assigned through an agreement to the new owner.
5. **Transferability**: Assistance granted under any financial incentive or other program for a particular applicant is not transferable to any other property.

Grant Payments for Per Door Grants (Section 4.2.2 of the Housing CIP)

Payment of grants will occur following the applicant entering into an agreement with the City of Barrie and the provision of the applicable documentation to demonstrate that the work has been completed, as required. Applicants are required to pay the necessary fees and charges, as required, at the time of making Planning Act applications and Building Permit applications, unless otherwise specified under the programs, or otherwise exempt through other City programs.

Grants may be awarded for a lesser amount than what was applied for based on merit or limited funding. If an application is approved under any of the programs, the timing of the grant payments for each program shall generally be as follows:

Per Door Grant

Where the applicant is a non-profit or charitable organization, the Per Door Grant will be paid out as follows:

- 50 percent of the grant will be provided up front following approval and execution of a funding agreement with the City.
- The remaining 50 percent of the grant will be paid following completion of key construction milestones, to be outlined in the funding agreement, with the final payment no later than the time a final Occupancy Permit is granted.

Where the applicant is a market/for-profit developer, the Per Door Grant will be allocated per affordable housing unit and paid out as follows:

- The grant will be paid following completion of key construction milestones, to be outlined in the funding agreement, with the final payment no later than the time a final Occupancy Permit is granted.

Recipients of the Per Door Grant are required to provide annual reporting to confirm the eligible affordable housing units remain affordable over the agreed upon affordability period (minimum 25 years). Requirements for reporting will be clearly outlined in the agreement between the owner and the City (e.g. requirements to demonstrate rent and renter income at time of first occupancy meet affordability thresholds per the Development Services Housing Bulletin). Failure to maintain affordability requirements, or other terms of the agreement, may result in the required repayment of all or a portion of the grant.

Schedule "D"

City of Barrie Development Services Housing Bulletin

SAMPLE