



This Agreement made effective as of the _____ day of _____, 2021.

BETWEEN:

(Name of Owner 1)

(Name of Owner 2)

herein referred to in this Agreement as the “**Owner(s)**”

-and-

REGIONAL MUNICIPALITY OF WOOD BUFFALO

herein referred to in this Agreement as the “**Municipality**” or “**RMWB**”

PTARMIGAN COURT HOME RAISING PROGRAM
FUNDING AGREEMENT

WHEREAS on April 27, 2021 the Council for the RMWB approved a funding program (the “Funding Program”) to provide financial assistance to residents of Ptarmigan Court to cover the cost of raising residential properties to an elevation of 250.9 metres (the “Project”);

AND WHEREAS Ptarmigan Court residential property owners (the “Owners”) are required to contract directly with qualified contractors to raise their residence to an elevation whereby the underside of floor joists are at 250.9 metres above sea level;

AND WHEREAS if Owners meet the terms and conditions of the Council Policy FIN-340 - Ptarmigan Court Residence Flood Mitigation Program (“Funding Program”), attached hereto as **Schedule “A”**, and a completed Application is approved by the RMWB, the costs for raising the residence will be paid by the RMWB directly to the Contractor that is hired by the Owner and who performs the work;

In consideration of the mutual promises made by each party and the terms and conditions specified in this Agreement, the parties agree as follows:



1. In this Agreement the following definitions apply:
 - a. **“Application Form”** means an application form as required by the RMWB satisfactorily completed by the Owner to qualify for the funding program established by Council Policy FIN-340 - Ptarmigan Court Residents Flood Mitigation Program ("Funding Program"), attached hereto as **Schedule “B”**;
 - b. **“Assignment of Payment Agreement (the “Assignment”)**” means an assignment agreement signed by the Owner assigning all rights the Owner may have to the costs of the raising of the structure and shall assign the right to receive the payment by the RMWB to the Contractor selected by the Owner to perform the work and supply materials, attached hereto as **Schedule “C”**;
 - c. **“Contractor”** means a contractor that is selected by the Owner to raise their residence to an elevation of 250.9 metres above sea level;
 - d. **“Funding Program”** means the Council Policy FIN-340 Ptarmigan Court Residence Flood Mitigation Program approved by Council on April 27th, 2021 and further reiterated in the Council Policy FIN-340 Ptarmigan Court Residence Flood Mitigation Policy, attached hereto as **Schedule “A”**;
 - e. **“Owner’s Dwelling”** means the residential dwelling constructed Owner’s Lot;
 - f. **“Owner’s Lot”** means the residential parcel of land owned by the Owner as described in paragraph 2 of this Agreement;
 - g. **“Quote”** means a binding prepared statement from a Contractor estimating the costs of all work and materials, including design and permits, to complete the raising of the Owner’s Dwelling to an elevation of 250.9 metres for review, consideration and acceptability for the Funding Program by the RMWB.

2. The Owner(s) owns the following parcel of land:

Municipal Address: _____

and legally described as:

Plan: _____

Block: _____

Lot: _____

Excepting thereout all mines and minerals
(in this Agreement, the “Owner’s Lot”)



3. The Owner(s) agree, upon approval of the Owner(s)' completed Application Form to arrange and independently contract with a Contractor to undertake the Project to raise the Owner(s) Dwelling to a point where the underside of the floor joists are at an elevation of 250.9 metres above sea level. Subject to the Owner complying with the requirements for the Funding Program, including a completed Application Form, the approved costs will be paid by the RMWB directly to the Contractor that is hired by the Owner(s).
4. The RMWB shall pay \$1,000 to the Owner(s) for alternative accommodation costs during the raising of the structure and the Owner(s) are not required to provide receipts for those expenditures to the RMWB.
5. The RMWB has approved the Owner(s) for 100% cost coverage for an amount totaling \$_____, for eligible costs that are in accordance with the Owner(s) proposed Project budget, as shown in the lowest quote provided by the Owner(s) in **Schedule "D"**. Any changes to the approved quote must be submitted to the RMWB for review.
6. The Owner agrees that the RMWB or its agent will have the right at all times to inspect the cost records of the Owner prior to making final payment of the costs to the Contractor.
7. Upon completion of a structure raising pursuant to this Agreement, the Recipient shall be responsible for all costs and liabilities including but not limited to, maintenance and repair costs of the structure.
8. The raising of the Owner(s) Dwelling must be completed before a deadline of _____, 2021, unless there are unexpected circumstances beyond the control of the parties.
9. The Owner shall indemnify and hold harmless the RMWB, its employees and authorized representatives from any and all claims, demands, actions and costs or whatsoever may arise, directly or indirectly, out of any act of omission by the RMWB related to the Funding Program.
10. The RMWB does not make any warranty with respect to any design, construction, materials, products, or equipment related to the Project. The Owner(s) are advised to arrange and contract with the Contractor regarding any written or verbal work or product warranties.
11. The Owner(s) acknowledges that any and all employees of the Contractor or the persons engaged in the performance of any of the Project, shall be considered employees of the



Contractor only and shall not be considered officers, employees, contractors or agents of the RMWB.

- 12. The Owner(s) agree that they have read, understood, and accept all terms and conditions that appear in **Schedule “A”**, the Funding Program and have also read and understood the Ptarmigan Court Home Raising Program: Homeowner Guide.
- 13. The Owner(s) acknowledge that participation in this Funding Program will make them ineligible for the RMWB’s Ptarmigan Court property buyout program.
- 14. Contractual notices shall be given in writing by personal delivery, by postage prepaid registered mail, or by email to the addresses of the Parties as follows:

| | |
|--|---|
| OWNER(S): <hr/> <hr/> Mailing Address: <hr/> <hr/> Phone: <hr/> Email: | RMWB: NAME: Miranda Russell POSITION: Community Investment Coordinator Regional Municipality of Wood Buffalo 9909 Franklin Avenue Fort McMurray, AB T9H 2K4 Email: miranda.russell@rmwb.ca Phone: 780-788-1560 |
|--|---|

or at such subsequent address given by such party to the other party by Notice in writing from time to time. Notice shall be deemed to have been given and received on the date on which it was delivered or transmitted, if delivered or transmitted on a business day during the regular business hours of the recipient. If it is delivered or transmitted on a day that is not a business day or outside the regular business hours of the recipient, the Notice shall be deemed to have been delivered or transmitted on the following business day.



Signed at _____ in the Regional Municipality Wood Buffalo in the Province of Alberta this ____ day of _____, 2021.

WITNESS

PROPERTY OWNER

Per: _____

Per: _____

Print: _____

Print: _____

Per: _____

Per: _____

Print: _____

Print: _____

Signed at _____ in the Regional Municipality of Wood Buffalo in the Province of Alberta this ____ day of _____, 2021.

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per: _____

Name: _____

Title: _____

COUNCIL POLICY



Document Name: Ptarmigan Court Residence Flood Mitigation Program

Department Name: Planning and Development

Document Number: FIN-340

Effective Date: April 27, 2021

Next Revision Date: April, 2024

STRATEGIC PLAN LINKAGE

- Strategic Priority 1 – Responsible Government

PURPOSE AND OBJECTIVE

The purpose of this Policy is to:

- a) establish the Ptarmigan Court Residence Flood Mitigation Program (the “Program”);
- b) outline the nature and value of the Grant; and
- c) determine eligibility for the Grant under the Policy.

The Program will provide financial assistance to eligible property owners within Ptarmigan Court (Schedule A). The objectives of the Program are to:

- a) increase Flood Protection for individual property owners; and
- b) provide financial assistance to property owners who choose to protect their residence via raising the structure.

GENERAL PRINCIPLES

1. Definitions:

- 1.1. “Agreement” means the agreement between the Recipient and the Municipality that sets out the terms and conditions for participating in the Program. The Agreement must be signed by the Recipient before any Grant-related works begin.
- 1.2. “Applicant” means the registered property owner(s) or a property owner’s legal representative who submits an application.
- 1.3. “Flood Protection” means the undertaking of permanent structural work to protect residences so that the underside of floor joists are above 250.9 metres above sea level.
- 1.4. “Grant” means a transfer of monies from the Municipality to a Recipient for a project or purpose according to the requirements outlined in this Policy and the

accompanying Ptarmigan Court Residence Flood Mitigation Administrative Procedure FIN-340-P01.

- 1.5. "Letter of Authorization" means written authorization from the registered property owner to a legal representative which allows the legal representative to apply to the Program on the property owner's behalf.
- 1.6. "Municipality" means the Regional Municipality of Wood Buffalo
- 1.7. "Program" means the Ptarmigan Court Residence Flood Mitigation Program.
- 1.8. "Program Guidelines" means a document or documents that provides a detailed explanation of the Program to guide Applicants through the application process. The Program Guidelines provide an overview of the Program and Grant, and includes the Grant application, the contracting processes, and design standards, where applicable.
- 1.9. "Ptarmigan Court" means the area identified in Schedule A.
- 1.10. "Recipient" means an Applicant that is approved by the Municipality to receive a Grant.

2. Responsibilities:

2.1. Council to:

- 2.1.1. approve this Policy; and
- 2.1.2. approve any amendments to this Policy.

2.2. Chief Administrative Officer (CAO) to:

- 2.2.1. recommend any amendments to this Policy;
- 2.2.2. support the implementation of this Policy; and
- 2.2.3. review and support any amendments to the Program.

3. General Procedures:

3.1. Program Area:

- 3.1.1. The Program applies to eligible Applicants and building types in Ptarmigan Court, as outlined in Schedule A.

3.2. Program Duration:

- 3.2.1. The Applicant must apply to the Municipality by June 30, 2021.
 - 3.2.1.1. The Applicant's file will remain open until all invoices have been received.
- 3.2.2. The Program is scheduled to terminate on March 31, 2022.

3.3. Grant Information:

- 3.3.1. The Program provides financial assistance to eligible Recipients with raising the residence on the property to a point where the underside of floor joists are at an elevation of 250.9 metres above sea level.
- 3.3.2. The Municipality will be responsible for paying 100% of Program costs.
- 3.3.3. Applicants must grant access to employees and agents of the Municipality onto their property for the purposes of the Program.

3.4. Municipal Control:

- 3.4.1. The Municipality reserves the right to determine application participation in the Program on a case-by-case basis.
- 3.4.2. Recipients are bound by the terms and conditions of any Agreements.

3.5. General Eligibility Criteria:

- 3.5.1. The Program will only provide financial assistance to eligible Recipients in Ptarmigan Court (see Schedule A).
- 3.5.2. The Municipality will encourage Applicants to participate in a pre-application meeting to clarify requirements prior to applying.
- 3.5.3. The Applicant must be the property owner(s) or a property owner's legal representative. A Letter of Authorization from the property owner(s) is required should the property owner's legal representative be the Applicant. Where there are two or more property owners, all of the owner's signatures are required.
- 3.5.4. The Program is not intended to replace personal insurance or provincial disaster recovery assistance, or cover losses or damages caused by the 2020 spring flood.
- 3.5.5. Only the residence on the property is eligible for financial assistance being provided to a property owner under the Program.
 - 3.5.5.1. Stairs, ramps or other similar, reasonable, means of access to the residence are included.
- 3.5.6. Projects must meet the intent of the Program Guidelines.
- 3.5.7. The following projects are ineligible:
 - 3.5.7.1. Commercial buildings and properties;
 - 3.5.7.2. Residential properties without a residence;
 - 3.5.7.3. Projects or work intended to restore or remediate losses or damages caused by the 2020 spring flood and or return buildings to pre-flood conditions.
- 3.5.8. The following must be satisfied and will be verified by the Municipality at the time of the second, more detailed, application. Exceptions will be made at the discretion of the Municipality on a case-by-case basis:
 - 3.5.8.1. Property taxes must be current and paid;

- 3.5.8.2. Utility bills must be current and paid;
- 3.5.8.3. Properties must not have an unresolved order to comply with any applicable statutes, regulations, bylaws, codes and municipal standards and have all requisite permits or approvals; and
- 3.5.8.4. The Applicant is not a party to a legal dispute with the Municipality.

3.6. Application Requirements:

- 3.6.1. Complete applications shall contain the following:
 - 3.6.1.1. Completed application form;
 - 3.6.1.2. Certificate of Title, current within 30 days of the date of the submitted application;
 - 3.6.1.3. Letter of Authorization (if Applicant is the property owner's legal representative);
 - 3.6.1.4. Two (2) detailed contractor estimates provided by different contractors. The Municipality reserves the right to request additional quotes.
 - 3.6.1.5. All estimates are to be broken down into itemized components as opposed to lump sum prices.
 - 3.6.1.6. Any other information required by the Municipality to evaluate the application.

3.7. Construction and Timelines:

- 3.7.1. Construction shall not begin until the Agreement is signed by the Recipient and municipal permits are obtained.
- 3.7.2. Recipients may use the contractor of their choice. However, where contractor estimates are required, the lower of the estimates and or final invoice will be reimbursed.
- 3.7.3. Contractors shall be licensed by the Province of Alberta, have a valid municipal business license and carry the required insurance.
- 3.7.4. Recipients shall obtain all necessary municipal permits and permissions, including, but not limited to, municipal business licenses, development permits, building permits, occupancy certificates, street occupancy permits and licenses of occupation.
- 3.7.5. Application acceptance by the Municipality does not guarantee that the project will receive municipal permit approvals at the construction stage.

- 3.7.6. Recipients shall notify the Municipality if the project scope or design changes during the permitting or construction process. The Municipality may require the Recipient to enter into an amended Agreement.
- 3.7.7. Projects shall be completed in a timely manner and are subject to the following timelines:
 - 3.7.7.1. Recipients shall begin construction within three (3) months from the time they submit a signed Agreement; and
 - 3.7.7.2. Recipients shall complete construction within six (6) months from the time they submit a signed Agreement.
- 3.7.8. The Municipality may consider extensions to these deadlines if Recipients demonstrate that delays are due to circumstances beyond their control and or seasonal construction limitations. Recipients shall submit requests for extensions at least 30 days prior to the deadline.

3.8. Monitoring and Reporting

- 3.8.1. The Municipality shall maintain records to enable the timely reporting to Council on the interest in, uptake of, and success of the Program. The Municipality will monitor:
 - 3.8.1.1. Number of inquiries received regarding the Program;
 - 3.8.1.2. Number of Applications received, reviewed, approved, completed and funded;
 - 3.8.1.3. Total funding provided under the Program;
 - 3.8.1.4. Applicant feedback; and
 - 3.8.1.5. Public perceptions.

3.9. Appendices:

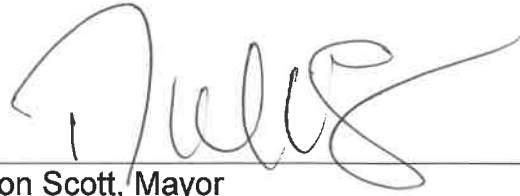
- 3.9.1. Schedule A: Ptarmigan Court Subject Area Map

Appendix: Schedule A: Ptarmigan Court



APPROVAL

This Policy was approved by Council. It will be reviewed not later than its next Revision Date to determine its effectiveness and appropriateness. It may be assessed before that time as necessary.



Don Scott, Mayor



Jade Brown, Chief Legislative Officer



Date

SUPPORTING REFERENCES AND POSITION RESPONSIBLE

- Legal References:
- Safety Codes Act, RSA 2000, c S-1
- Cross References:
- Ptarmigan Court Residence Flood Mitigation Administrative Procedure (FIN-340-P01)
 - Public Participation Policy (PRC-210)
- Position Responsible:
- Director, Planning and Development
Director, Community and Protective Services

COUNCIL POLICY DETAILS AND REVISION HISTORY

| Date | Action | Description |
|-------------|---------------|--|
| April 2021 | Establishment | Council reading and establishment of the Program |



PTARMIGIAN COURT HOME RAISING PROGRAM APPLICATION FORM

I/WE _____ and _____

(First, Middle, and Last Name)

(First, Middle, and Last Name)

being the registered property owner(s) ** of the residential property located at:

Municipal Address: _____

Legal Address (if known): _____

**** ALL OWNERS ON TITLE TO THE PROPERTY MUST SIGN THE APPLICATION FORM**

1. As the legal owner(s) of the property, we voluntarily wish to apply for and participate in the Ptarmigan Court Home Raising Program to receive a grant to pay the costs to raise our Manufactured Home to an elevation at which the underside of the floor joists is at 250.9 m above sea level.
2. The property is a residential property as defined in the Land Use Bylaw No. 99/059 and the structure upon the property is a Manufactured Home.
3. The property is located within Ptarmigan Court, as outlined in **Schedule “A”**.
4. I/We understand the following:
 - a. The registered owners of the residence are responsible to hire a contractor to raise the residence on the property to a point where the underside of the floor joists is at an elevation of 250.9 metres above sea level (the “Work”).
 - b. The registered owners of the residence will be responsible to hire a contractor to conduct the Work following approval of this Application by the RMWB including the quote or quotes accompanying the Application and to ensure that all fees pertaining to design, permits, construction and warranties for the Work are included within the contract with the contractor.



- c. The Program is not intended to replace personal insurance or provincial disaster recovery assistance, or cover losses or damages caused by the 2020 spring flood.
 - d. So long as I/We comply with the above requirements, the RMWB will pay the costs of the Work directly to the contractor.
 - e. I/We further confirm that the RMWB is not liable for the Work or the quality of the Work performed and the materials supplied by the contractor nor the future maintenance or repair costs related to the Work.
 - f. I/We further confirm that I/We will be required to enter a contract with the RMWB and agree to assign payment of the grant monies to the contractor that performs the Work.
 - g. I/We further confirm that the RMWB, when making payment to the contractor will comply with the Alberta *Builders' Lien Act* as amended from time to time, and withhold payment to the contractor of statutory lien holdbacks until payment of holdbacks can be made pursuant to that statute.
 - h. I/We further confirm that the RMWB also has the discretion to maintain a deficiency holdback until such time as I/We signify in writing to the RMWB that the Work has been satisfactorily performed.
5. I/We have included two (2) detailed contractor estimates provided by different contractors, for lump sum prices with a break down broken down of itemized materials and components of the Work.
6. In making this application, I/We confirm:
- a. that the information provided in this application is truthful and accurate;
 - b. that I/We have read and understand Council Policy FIN-340 - Ptarmigan Court Residence Flood Mitigation Program, and the Ptarmigan Court Home Raising Program: Homeowner Guide;
 - c. that I/We understand that costs associated with flood restoration work is ineligible for grant funding.
 - d. that I/We understand that when the Application and supporting documents are considered for approval by the RMWB, the following requirements must be met:



- i. the property taxes and municipal utility bills must not be overdue, the property must not be subject to an unresolved enforcement order, the applicant is not a party to an unresolved legal dispute with the Municipality.

7. The personal information on this form is collected under the authority of Section 33 (c) of the *Alberta Freedom of Information and Protection of Privacy Act*. The personal information will be used to process your application, administer the Program and as contact information. If you have any questions about the collection or use of this information, please contact the FOIP Branch, RMWB, 9909 Franklin Avenue, Fort McMurray, T9H 2K4.

Signed at _____ in the Regional Municipality of Wood Buffalo in the Province of Alberta this ____ day of _____, 2021.

Property Owner

Name: _____
(print)

Signature: _____

Property Owner

Name: _____
(print)

Signature: _____



PTARMIGAN COURT HOME RAISING PROGRAM
ASSIGNMENT OF PAYMENT AGREEMENT

I/We _____ & _____
(Name of Property Owner(s)) *

***ADD LIST OF ALL ADDITIONAL OWNERS ON TITLE TO THE PROPERTY TO ATTACHMENT AT END OF DOCUMENT. ALL ADDITIONAL OWNERS MUST SIGN THIS AGREEMENT ON ATTACHMENT.**

being the Owner(s) of _____
(Address of Property)

do hereby irrevocably assign, transfer and set over unto _____
(Name of Certified Contractor)

of _____
(Address and Mobile Phone Number of Contractor)

ALL grant monies that may be payable to me/us by the Regional Municipality of Wood Buffalo (RMWB) pursuant to the Council Policy FIN-340 - Ptarmigan Court Residence Flood Mitigation Program ("Funding Program") as approved by RMWB Council pursuant on April 27, 2021 for the raising of the structure at the address set out above as described in the Funding Program, with the exception of the \$1,000 payment by the RMWB to the Owner(s) for alternative accommodation costs during the raising of the structure.

Signed at _____ in the Regional Municipality of Wood Buffalo in the Province of Alberta this ____ day of _____, 2021.

WITNESS
Sign: _____
Print: _____

Sign: _____
Print: _____

PROPERTY OWNER(S) **
Sign: _____
Print: _____

Sign: _____
Print: _____



ATTACHMENT

****ADD SIGNATURES AND PRINTED NAMES OF ALL OTHER OWNERS OF THE PROPERTY.**

1. LIST ALL ADDITIONAL OWNERS ON TITLE TO PROPERTY:

2. SIGNATURES OF ADDITIONAL OWNERS:

WITNESS

PROPERTY OWNER(S) **

Sign: _____

Sign: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Print: _____

Print: _____



SCHEDULE "D" - APPROVED QUOTE