



Transfer Payment Agreement

Housing Initiatives Fund

Whitehorse, Yukon

THIS AGREEMENT made at Whitehorse, Yukon on

Jan 11, 2022 ^{cl}

BETWEEN:

Yukon Housing Corporation ("YHC"), a body corporate operating as an agent of the Government of Yukon ("YG"), carrying on business under the laws of Yukon with a mailing address of **410 Jarvis Street, Whitehorse, Yukon Y1A 2H5**, as represented by its Minister

AND:

Safe at Home Society (the 'Recipient'), a body corporate carrying on business under the laws of Yukon with an address of **208 Alexander Street, Whitehorse, Yukon Y1A 2L4**, as represented by its Executive Director

being collectively the parties (the 'Parties') to this Transfer Payment Agreement (the 'Agreement').

WHEREAS

- A. The Recipient has submitted a proposal for one-time financial assistance of an endeavour known as **The Safe at Home Society Project at 4051 4th Avenue** located at **4051 4th Avenue, Whitehorse, Yukon, Y1A 1H1** which qualifies for support under the Housing Initiatives Fund (HIF) of YHC.
- B. YHC wishes to provide the Recipient with financial assistance to support this endeavour.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1.0 This Agreement

This Agreement, together with all the Schedules and appendices, shall be read collectively and constitutes the whole Agreement between the Parties, and no oral or written representations on its subject matter are valid unless incorporated in this Agreement.



2.0 Definitions and Interpretation

2.1 In this Agreement:

'Budget' means the total amount of revenues and expenses, including any 'in-kind' and 'own-resources' assistance, budgeted for the Project and detailing the use of Funds as set out in Schedule B;

'Construction' for the purpose of this agreement, the term 'construction' includes renovations to convert the said property into affordable home rental units.

'Explainable Delay' means a delay caused by circumstances beyond the control of the Recipient and may include but not be limited to construction schedule delays;

'Financial Report' means a report of all actual and budgeted Project revenues and expenses;

'Fiscal Year' means the year commencing on April 1st in one calendar year and ending on March 31st in the following calendar year;

'Funds' means the financial assistance provided by YHC to the Recipient pursuant to this Agreement;

'Project' means the activities and work plan as more fully described in Schedule A;

'Project Report' means a report of Project activities and deliverables;

'Records' means invoices, receipts, vouchers, bank statements and all transactional information pertaining to incurred expenses and commitments made by the Recipient or its agents in carrying out the Project and the obligations of this Agreement; and

'Terms of Payment' means the terms of payment as set out in Schedule C.

2.2 In this Agreement, words importing a singular number shall include the plural and vice versa, as required by the context.

2.3 In this Agreement, headings are inserted only for convenience of reference and shall not affect its construction or interpretation.

3.0 The Project

3.1 The Recipient shall use the Funds to carry out the Project in accordance with Schedules A and B.

4.0 Term

- 4.1 The term of this Agreement shall be from **January 1, 2022 to September 1, 2042**, being **January 1, 2022 to August 31, 2022** for construction (the "Construction" period) and **September 1, 2022 to September 1, 2042** for operations (the "Compliance" period).
- 4.2 The Construction period is based on substantial completion of the Project and occupancy of the affordable rental units by **September 1, 2022**. Both Parties agree to revise the end date if the Recipient experiences any Explainable Delay in completing the Project.
- 4.3 If the end date for construction is changed, then the end date for operations would be amended accordingly. In any event, the Compliance period would be for **twenty (20) years**.

5.0 Provision of Financial Assistance

- 5.1 YHC shall provide the Recipient with Funds for the purpose of the Project in an amount not to exceed **One Million Dollars (\$1,000,000)**.
- 5.2 YHC shall pay the Funds to the Recipient in accordance with the Terms of Payment set out in Schedule C.
- 5.3 The obligation of YHC to provide the Funds is subject to the following:
- 5.3.1 the *Financial Administration Act* (Yukon);
 - 5.3.2 money being appropriated by the Legislature for the purpose of this Agreement;
 - 5.3.3 the Recipient abiding by the terms and conditions of this Agreement.
- 5.4 The Recipient warrants that it has declared all amounts owing to YHC and/or YG and that the Recipient is not in default of any payment schedule in respect of the amounts owing to YHC and/or YG.
- 5.5 The Recipient agrees to provide YHC with a Right of First Refusal to purchase any units made available for resale during the term of this Agreement.

6.0 Financial Accountability

- 6.1 In respect of the Funds, the Recipient shall:
- 6.1.1 incur expenses only for the purposes of this Agreement;

- 6.1.2 allocate the Funds received in accordance with this Agreement;
- 6.1.3 submit to YHC within four (4) weeks of completion of the Project, a Financial Report containing;
- a statement of all expenses incurred for the Project to the end of the construction term; and
 - certification by the Recipient's Treasurer.
- 6.1.4 submit to YHC annually, on or before **September 1st** of each year from **September 1, 2023** to **September 1, 2042**, a statutory declaration demonstrating compliance with the requirement to operate the **ten (10)** affordable units within the rental rate and eligibility criteria set out in Schedule A.

6.2 Any Funds provided through this Agreement that are:

6.2.1 not expended at the expiry or termination of this Agreement;

6.2.2 not properly expended for the purposes of this Agreement; or

6.2.3 in excess of the reduced amount of Funds under 7.2

shall constitute a debt due to YHC and shall, upon request by YHC, be repaid immediately by the Recipient to YHC. Any interest owing on this debt is calculated from the date the amount became repayable.

7.0 Reduction of the Funds

7.1 The Recipient shall immediately advise YHC in writing if:

7.1.1 the Recipient receives additional payments or, excepting volunteer time, any other form of contribution, gift, or grant in respect of the Project other than those described in the Budget; or

7.1.2 the Recipient or any other contributor reduce their contribution to the Project.

7.2 If it comes to the attention of YHC that the Recipient received additional assistance referred to in 7.1, then YHC may reduce the Funds by such amount as it may decide.

7.3 YHC shall give the Recipient 30 day's written notice before reducing the Funds.

7.4 The reduced amount of Funds under 7.2 shall be the amount of financial assistance for the purposes of this Agreement.

8.0 Audit

8.1 The Recipient shall:

- 8.1.1 acknowledge that YHC or its agents may audit any or all of the Records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Agreement, as is necessary to satisfy YHC that the objectives and activities of the Project have been carried out and that the Funds have been spent in accordance with the terms of this Agreement;
- 8.1.2 keep all Records for 7 years after the expiry or termination of this Agreement, unless otherwise notified in writing by YHC that such information and documents are no longer needed;
- 8.1.3 make such Records available for audit by YHC upon reasonable notice, and permit YHC to audit and inspect the Records, and to take extracts from and make copies of the Records;
- 8.1.4 provide reasonable facilities to YHC for such audits and inspections, and provide YHC with all information necessary to understand the Records;
- 8.1.5 immediately reimburse YHC any overpayments or non-allowed expenses, as determined by the audit; and
- 8.1.6 maintain any personal records in respect of this Agreement in an appropriate and confidential manner.

9.0 Access to Staff, Records and Premises

- 9.1 Upon reasonable notice, the Recipient shall provide YHC with access to the Recipient's staff, Records and premises for purposes related to monitoring, reviewing or auditing the activities undertaken in relation to this Agreement, and related to the evaluation of the effectiveness or efficiency of the Project.

10.0 Evaluation

- 10.1 The Recipient shall maintain, in a manner acceptable to YHC, case files and other data that may be required for on-going monitoring, review and evaluation of the Project.
- 10.2 The Recipient shall cooperate with YHC in the event that YHC undertakes, at its own expense, any evaluation studies in respect of this Project, and shall provide copies of existing information, data, and statistics that YHC reasonably requires to carry out such evaluation studies.

11.0 Communication and Public Acknowledgement

- 11.1 Any information released or announced to the public in any form by the Recipient in respect of the Project shall adequately acknowledge the contribution made by YHC and CMHC.
- 11.2 Any information released or announced to the public in any form by YHC in respect of the Project shall adequately acknowledge the contribution made by the Recipient.

12.0 Legal Relationship

- 12.1 Nothing in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.
- 12.2 The Recipient shall not make any representation that the Recipient is an agent of YHC and shall ensure that any officers, employees, contractors, members, agents or successors of the Recipient do not make any representation that could reasonably lead any member of the public to believe that the Recipient, its officers, employees, contractors, members, agents or successors are agents of YHC.

13.0 Liability

- 13.1 The Recipient shall use due care in carrying out the Project and in performing its obligations under this Agreement to ensure that it does not cause any injury (including death) to persons, damage or loss to property or infringement of rights.
- 13.2 YHC shall not be liable for any action or inaction of the Recipient or any of the Recipient's officers, employees, contractors, members or agents during the performance of the Project.
- 13.3 YHC shall not be liable for any injury to the Recipient, its officers, employees, contractors, members or agents or for any damage to or loss of property of the Recipient, its officers, employees, contractors, members or agents caused by, arising from, or in any way related to the performance of this Agreement.

14.0 Conflict of Interest

- 14.1 No Member of the Yukon Legislative Assembly shall be admitted to any share or part of this Agreement or to any benefit arising from it, unless such benefits are available to the population at large.
- 14.2 No official or employee of the Government of Yukon shall be admitted to any share or part of this Agreement or to any benefit arising from it without the written consent of the official's or employee's Minister, unless such benefits are available to the population at large.

14.3 No current or former public servant or public officer holder to whom the *Conflict of Interest (Members and Ministers) Act*, Part 13 of the *Public Service Act*, the *Cabinet and Caucus Employees Act*, or Policy 3.39 of the Yukon Government General Administration Manual applies, shall derive any direct benefit from this Agreement, including any employment, payment or gifts, unless the provision and receipt of such benefits is in compliance with such legislation and policy.

15.0 Confidentiality

15.1 YHC and the Recipient shall both protect any confidential information according to applicable federal, provincial or territorial legislation.

15.2 YHC and the Recipient shall use all reasonable efforts to protect confidential information from disclosure to third parties. Such efforts shall be in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).

15.3 The Recipient shall ensure that all personal information to which the Recipient or its officers, employees, contractors, members, agents or successors become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates.

15.4 YHC shall ensure that all personal information to which YHC, its officers, employees, contractors and agents become privy shall be treated as confidential in accordance with the *Access to Information and Protection of Privacy Act* (Yukon).

16.0 Indemnification

16.1 The Recipient shall save harmless and fully indemnify YHC, its officers, employees, contractors and agents from and against all claims, liabilities, and demands arising directly or indirectly from:

16.1.1 any act, omission, or negligence of the Recipient, its officers, employees, contractors, members, agents or successors arising in connection with this Agreement;

16.1.2 any breach of this Agreement by the Recipient, its officers, employees, contractors, members, agents or successors unless such breach is a direct result of a breach by YHC of its obligations under this Agreement; and

16.1.3 any injury (including death) to persons, damage or loss to property, infringement of rights, or any claims, demands, or liabilities whatsoever that may arise directly or indirectly out of the performance or non-performance (in whole or in part) of the Recipient's obligations under this Agreement;

16.2 The above indemnity shall include all reasonable legal costs.

17.0 Assignment

17.1 This Agreement shall not be assigned, transferred, subcontracted or otherwise delegated by the Recipient without the prior written consent of YHC. Any attempt to assign, transfer, subcontract or otherwise delegate any of the rights, duties, or obligations of this Agreement without written consent is void and of no effect.

18.0 Amendment

18.1 Any amendments to this Agreement shall be made in writing and executed by both Parties.

19.0 Successors

19.1 This Agreement is binding upon the Parties and their respective administrators and successors.

20.0 Severability

20.1 If any of the terms or provisions of this Agreement are found invalid or unenforceable in whole or in part, then the remaining terms and provisions shall continue in full force and effect.

21.0 Breach or Non-fulfillment

21.1 The Recipient shall give YHC notice of the breach or non-fulfillment of any provision of this Agreement.

21.2 The failure of the Recipient to give notice to YHC of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance by YHC of:

21.2.1 the breach or non-fulfillment;

21.2.2 a further breach or non-fulfillment of the same provision; or

21.2.3 the breach or non-fulfillment of any other provision of this Agreement.

22.0 Termination

22.1 Either Party may terminate this Agreement without cause by giving the other Party 30 day's written notice of its intention to terminate.

22.2 The Recipient shall, within 30 days of giving or receiving notice of intention to terminate, discharge any outstanding obligations under this Agreement.

- 22.3 In addition to any default that would at law entitle YHC to terminate the Agreement, any of the following shall also constitute a default by the Recipient:
- 22.3.1 the Recipient fails to perform or comply with any term, condition or obligation under this Agreement;
 - 22.3.2 the Recipient, in support of its application for funding, or proposal, or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to YHC;
 - 22.3.3 the Recipient fails to make progress so as to jeopardise the success or outcome of the Project in accordance with this Agreement;
 - 22.3.4 in the opinion of YHC, there is a detrimental change in the Recipient's ability to carry out its responsibilities under this Agreement;
 - 22.3.5 the Recipient is no longer in good standing or ceases to operate;
 - 22.3.6 the Recipient becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute being in force from time to time relating to bankrupt or insolvency debtors; or
 - 22.3.7 the Recipient is dissolved, or an order is made or resolution passed for the winding up of the Recipient.
- 22.4 If, in the opinion of YHC, an event of default occurs, then YHC may, with prior notice to the Recipient and without restricting any remedies otherwise available:
- 22.4.1 arrange, under specific terms and conditions, for the Project to be completed or continued by another recipient;
 - 22.4.2 require that the Recipient takes such reasonable actions as may be necessary to remedy the event of default;
 - 22.4.3 audit or cause to have audited the accounts and Records of the Recipient;
 - 22.4.4 direct the Recipient to repay forthwith to YHC all or part of the Funds paid under this Agreement;
 - 22.4.5 withhold all or part of the Funds payable under this Agreement; or
 - 22.4.6 terminate the Agreement and YHC's obligation to provide any further Funds to the Recipient.
- 22.5 YHC may exercise any one or more of the remedies set out in 22.4.

23.0 Obligations Surviving Termination

23.1 All obligations of the Recipient shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled; or by their nature, expire.

24.0 Notice

24.1 Any written communication, report, or notice required pursuant to this Agreement may be given by personal delivery to the undersigned, or by fax or by prepaid mail to the addresses set out below. A notice shall be considered to be received if delivered personally on the date of delivery; if delivered by fax, two business days after transmission; or if delivered by mail, three business days after mailing.

If to YHC:

Ranj Pillai
Minister responsible for
Yukon Housing Corporation
410 Jarvis Street
Whitehorse, Yukon Y1A 2H5

Fax: 867-667-3664

If to the Recipient:

Kate Mechan
Executive Director
Safe at Home Society
208 Alexander Street
Whitehorse, Yukon Y1A 2L4
Email: ed@safearthomeyukon.ca

25.0 Signing of this Agreement

25.1 Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Agreement, and that each person signing this Agreement on behalf of a Party has been properly authorized and empowered to enter into and execute this Agreement.

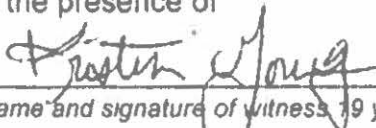
26.0 Counterparts

26.1 This Agreement may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives on the date first written.

YUKON HOUSING CORPORATION
as represented by its Minister

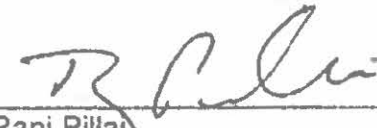
In the presence of



(name and signature of witness 19 years of age or older)
Kristin Young

SAFE AT HOME SOCIETY
as represented by its Executive Director

In the presence of

(name and signature of witness 19 years of age or older)

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Ranj Pijlal
Date signed: Jan 11/22

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Kate Mehan
Date signed: Jan 12/22

Schedule A

Project

A1.0 Deliverables

The Recipient's project consists of **fifty-five (55)** units located at **4051 4th Avenue, Whitehorse, Yukon, Y1A 1H1**. The multi-residential building will contain **fifty-five (55)** affordable rental units composed of:

- **Twelve (12)** Two-bedroom units
- **Forty-one (41)** Studio/One-bedroom units
- **Two (2)** One-bedroom Barrier Free units

The design and construction will adhere to national building code specifications as well as Territorial and local municipal bylaw regulations. In addition, energy efficiency standards will be exceeded by a minimum of 25% in order to decrease energy consumption. In addition, **two (2)** units will be barrier free, meeting or exceeding CMHC accessible standards.

The Recipient will operate **Fifty-Five (55)** affordable rental accommodation/units, funding by the Housing Initiative Fund, for a minimum period of **twenty (20) years**. Affordable units must only be allocated to households using the Housing Income Limit criteria. During the **twenty (20) year** affordable commitment, rental rates for these **Fifty-Five (55)** units will be determined on an annual basis, at the median rental rate as determined by the Yukon Bureau of Statistics in conjunction with YHC. However, if in any year the median rental rate decreases, the Recipient will not be required to decrease the rental rates for these **Fifty-Five (55)** units.

YHC will not own or be responsible, in any capacity, for the following aspects of the Project: land ownership, infrastructure development, project management, building ownership, property maintenance, property management, permitting and on-going operations.

Further details of the Whitehorse ownership project are contained in the Recipient's response to YHC's Request for Proposal under the HIF program.

A1.2 Other Deliverables

The Recipient will also provide the following documents/reports:

Deliverables	Due Date
Cash flow projection and registration documents demonstrating property ownership.	Upon signing the Transfer Payment Agreement on or before January 31, 2022
Project Status Report, including development permit, a copy of the land title, project cash flow requirements, photos of project construction, financial report of expenditure substantiating first payment, and any revised project schedule.	On or before March 31, 2022
Project Status Report, including overall project cash flow requirements, updated photos of project construction, financial report of expenditure substantiating second payment, and any revised project schedule.	On or before September 1, 2022
Final Project Report including complete financial report of expenditures, photos of the completed construction project, copies of closed permits and copy of the final occupancy permit.	On or before January 1, 2023

A2.0 Work Plan

A2.1 The Recipient shall carry out the Project in accordance with the work plan as initially approved in writing by YHC. The Recipient shall:

- A2.1.1 oversee the design, construction and implementation of the Project;
- A2.1.2 secure financing or ensure funding for all financial costs identified in the Budget;
- A2.1.3 be solely responsible to ensure that mandatory permits are obtained;
- A2.1.4 schedule all appropriate building, electrical, mechanical and structural inspections as required;
- A2.1.5 follow the Residential Landlord & Tenant Act in determining lease agreements and rent deposit allocations;
- A2.1.6 work in conjunction with YHC on communication releases and opening event celebrations; and

A2.1.7 oversee the property management and ensure all responsibilities of the Landlord are outlined in lease agreements, including but not limited to the responsibility for landscaping, garbage disposal and snow removal.

A2.2 The Recipient may, with the prior written approval of YHC, revise the work plan from time to time to meet the Project deliverables set out in A1.0, such revisions to be brought to the attention of YHC as soon as practicable. For greater certainty, such revision does not constitute an amendment for the purposes of this Agreement.

A2.3 The work plan (project schedule) is as follows:

Date	Project Activities
December 31, 2021	4051 – 4 th Avenue Property and Building Purchase
January 1, 2022	Building Renovations to convert the hotel into 55 units
July 1, 2022	Substantial Renovations Complete
August 31, 2022	Renovations Complete

Schedule B

Budget

B2.0 Budget and Expenses

- B2.1 The Recipient shall carry out the Project in accordance with the Budget as approved in writing by YHC.
- B2.2 Eligible expenses for the purposes of this Agreement shall be those expenses directly related to the Project.
- B2.3 Eligible expenses are those expenses directly related to the construction, renovation, design or development of affordable housing units, but do not include expenses related to: acquisition of land, development of commercial space or other Project costs not directly related to the development of housing units.
- B2.4 The Recipient may, on prior written approval from YHC, reallocate dollar amounts between eligible expenses within the approved Budget. For greater certainty, such reallocation does not constitute an amendment for the purposes of this Agreement.

Schedule C
Terms of Payment

C1.0 Funds

C1.1 YHC shall pay to the Recipient the Funds as follows:

\$300,000	Upon signing the Transfer Payment Agreement, receipt of projected cash flow statement on or before January 31, 2022 .
\$325,000	On or before March 31, 2022 , upon receipt of development permit, copy of land title, updated project photos, and a financial report of expenditures substantiating first payment.
\$275,000	On or before September 1, 2022 , upon receipt of updated project photos and a financial report of expenditures substantiating first and second payment.
Up to \$100,000	On or before January 1, 2023 , upon receipt of the Project Report which includes a complete financial report of expenditures, photos of the completed project, copies of closed permits and a copy of the final occupancy permit.
Up to \$1 million	Total Grant

C2.0 Non-compliance

C2.1 Should YHC determine that there is a compliance issue with the terms set out in this Agreement, then the Recipient will be given sixty (60) days to correct the compliance issue. If the issue is not resolved within sixty (60) days, then YHC reserves the right to demand repayment of the Funds with interest (prime + 2%), with no forgiveness to the amount funded within the first ten (10) years and with a 50% forgiveness for years eleven (11) through twenty (20).

C2.2 Should the Recipient enter into bankruptcy during the twenty (20) year project agreement, then YHC reserves the second right of refusal to purchase the building. CMHC has the first right of refusal to purchase the building.