



Non-Market Land Sale PART 1- Purchaser Application Form

Welcome to the Intake and Application Process for The City of Calgary ("The City")'s Fifth Non-Market Land Sale ("NMLS") event. This application is for the **Indigenous-focused Program Window ("Window One")**, which is intended to provide Indigenous Non-Profit Housing Providers with the opportunity to purchase land at book value to develop non-market housing for Indigenous Calgarians.

This NMLS Window One application process is required for The City to evaluate and determine eligibility of your proposed project against NMLS program parameters and to decide which projects will be awarded available parcels in line with the Non-Market Housing Land Disposition Policy: CP2019-02 ("The Policy") Policy. Window One will be open to Indigenous Non-Profit Housing Providers only and if there are remaining sites after evaluation and award, a second window (Window Two) will open to all non-profit housing providers.

Eligible applicants who are interested in acquiring land from The City for non-market housing developments under the Non-Market Housing Land Disposition Policy must complete and send the application form and supporting documents to Chloe.Bunyan@calgary.ca by 11.59pm on January 7th, 2026. Applications will be reviewed and considered based on the established **Evaluation Methodology (PART 2)**.

If applicants wish to submit an application for more than one development site, applicants must factor their ability to deliver multiple projects into their applications.

Applicants are also advised that:

- (a) The City may be required to disclose a part or parts of any application or any other records relating to the application pursuant to its disclosure obligations as contained in, and in accordance with the Protection of Privacy Act (POPA), Access to Information Act (ATIA), including requests to access information made pursuant to POPA and ATIA;
- (b) The City may disclose applications and other confidential information to its advisors and other orders of government, about applicants engaged in connection with the Property and the Non-Market Housing Land Disposition Policy; and
- (c) The POPA and ATIA Act may provide protection for confidential and proprietary business information. Applicants are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be identified in their applications.

The information collected through this application is collected under the authority of the City of Calgary, the Protection of Privacy Act (POPA) and the Access to Information Act (ATIA) and will be used for the purpose of determining eligibility under the Program. All application information received could be shared with representatives from the Government of Alberta and the Government of Canada. Coordination amongst all orders of government is a critical step to ensure coordination and alignment between funding programs.



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The successful applicant ("Purchaser") must agree to comply with all Sales Terms and Conditions attached to this application and agree to pay the purchase price for the Property in cash on the Closing Date. The Purchaser will also be required to obtain Development Permit ("DP") approval and Land Use redesignation (if required) from the Approving Authority at least 60 days prior to the Closing Date. The Purchaser shall construct their development in strict compliance with the approved DP.

The information applicants provide is not an offer or a contract and does not constitute an interest in land. The purpose of this application is to provide information to The City regarding a desire to purchase the Property. The completion and tendering of the application in no way obligates the applicant to purchase the Property and is not in any way binding upon The City. It is for information purposes only.

Once the Purchaser is selected, a Proposal Letter will be signed by both The City and the Purchaser and Corporate Approval ("Corporate Approval") by the General Manager, Infrastructure Services, and the Chief Housing Officer, on behalf of City Council, will be required to move forward with a sale. Upon The City obtaining such approval, the parties will enter into a Purchase and Sale Agreement containing the sales terms and conditions outlined in the Proposal Letter to acquire the Property. The Purchaser will also be required to enter into a 40-year Housing Agreement, an Option to Repurchase (Building Commitment) Agreement and Option to Repurchase (Housing Agreement) Agreement and a Funding Agreement (if desired as a discretionary support to the Project). Please note that the sales terms and conditions are subject to modification throughout The City's Corporate Approval process. The City shall notify the Purchaser in writing of any modifications made to the Proposal Letter. There shall be no binding obligations on any party until all of the legal agreements are fully executed.

The City reserves the right to negotiate with only those parties it determines, in its sole discretion. The City reserves the right to amend or abandon any property listing at its sole discretion.

WHO CAN APPLY?

Window One of the NMLS is reserved for Eligible Applicants as defined below:

An Indigenous Non-Profit Housing Provider" means a non-profit, charitable organization or Indigenous government with an explicit mandate to serve, support and deliver housing and programs for Indigenous by Indigenous. In the context of this policy Indigenous Non-Profit Housing Providers demonstrate experience in delivering Indigenous specific affordable housing in urban settings, an understanding of the culturally relevant housing and support needs of Indigenous people in the urban setting, evidence of cocreation of the project and relevant connections to Indigenous service providers, Elders, and other supports. Signatories of Treaty 7, Metis Nation of Alberta, Calgary offices and/or Indigenous urban social or housing organization who are planning affordable housing in Calgary and will be prioritized.



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PROPERTY (check one)

Municipal Address:		Listing Price (non-negotiable)
☐	15 Santana Hill NW	\$450,000
☐	155 Cirrus Circle NE	\$1,200,000
☐	3010 36 Street SE	\$950,000

APPLICANT INFORMATION:

As this program supports Indigenous Non-Profit Housing Providers, proposals submitted by consultants will not be considered unless a representative of the Applicant provides a formal delegation letter or Band Council Resolution stating that the consultant is authorized to submit the application and to act on behalf of the Applicant throughout the application process.

Legal Name of Applicant (or corporation that will appear on title)	
Operating name, if different	
Address	
City/Town	
Province	
Postal Code	
Website Address	
Number of years in business	
GST #	

Primary contact name	
Title	
Telephone number	



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Other/Cell number	
Fax number	
Email address	

Supporting Team	
Architect:	
Planner (urban/municipal):	
Builder:	
Project/Construction Manager:	
Housing Operator:	
Financial (Lender/Banker):	

PROPOSED PROJECT DESCRIPTION

Please note that projects that contain market housing units will not be permitted. "Non-Market Housing" means rental or for-sale housing provided for low and moderate-income groups not traditionally served by the private market. It is typically made affordable through public and/or non-profit ownership of housing units or through rent supplements that allow low-income households to access housing in the private market.

1. Project type (check one)

- ☐ Purpose Built Rental
- ☐ Ownership
- ☐ Mixed model (affordable rental and ownership)

2. Form and Yield

Building Form	# of housing units	Size of each unit (sq. ft)
Single-detached or semi-detached		
Townhouse or stacked townhouse		



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Apartment		
Bachelor		
1 bedroom		
2 bedroom		
3 bedroom		

3. Proposed development timeline

Estimated construction start date	
Estimated occupancy date	

Please describe how you plan to develop and build your non-market housing project within the timeframe identified. For example, explain your plan to secure a designer/ architect, and construction manager/ construction company for the project. If possible, provide a detailed timeline for your project’s development schedule. (Should more space be required to provide this information, please attach a supplementary document)



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PROJECT COSTS AND FUNDING

Indicate the total estimated costs of the proposed project.

	Estimated Costs
Land cost	\$
Hard costs	\$
Soft costs	\$
Other:	\$
Other:	\$
Total	\$

Indicate project funding sources, including secured and unsecured. Substantiation of project funding details is required for secured sources (for example, letters confirming award of funds).

Please note that any of the revenues identified (such as rents) cannot be counted as a funding source.

Funding sources could include:

- Federal or Provincial grants & contributions (for example, Affordable Housing Partnership Program- AHPP or Canada Mortgage and Housing Corporation- CMHC funding)
- loans (for example, loans from CMHC, Indigenous Financial Institutions or other lenders)
- revenue contributions from your organization

Applicants are not required to demonstrate that funding has been secured in order to access this program. However, we encourage applicants to apply for funding from other levels of government to support their proposed project and to build their project capital stack.

Equity	Secured	Unsecured
Cash	\$	\$
Mortgage financing	\$	\$
Grants / loans	\$	\$
Other:	\$	\$
Other:	\$	\$



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Other:	\$	\$
Total	\$	\$

Percentage of secured funding in place for the proposed project

total secured funding / total estimated project cost = ____ x 100 = ____ % secured funding

Please explain your plan to secure funding for the development and construction of the proposed project (for example, federal, provincial sources, charitable contributions, loans, etc) including any funding you have already applied for. (Should more space be required to provide this information, please attach a supplementary document)

Please confirm that you have completed the Proforma template (APPENDIX A – Project Proforma).

- ☐ Yes
- ☐ No

Please explain how you plan to sustain the operations of the project in the long term (40+ years). Also, if your Proforma demonstrates a net negative operating income, please explain how you plan to offset or address this shortfall to continue to operate the building (for example, seeking grant funding or other sources of revenue) (Should more space be required to provide this information, please attach a supplementary document)



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NON-NEGOTIABLE BASELINE STANDARDS FOR TENANT ELIGIBILITY

All applicants are advised of non-negotiable baseline standards with respect to tenant eligibility and Term. The following shall apply and be formalized in a required Housing Agreement:

1. Tenant eligibility:
 - a. For Purpose Built Rental accommodation:
All units shall be eligible for tenant occupancy to those households earning a reported maximum combined income of 65% or less of Calgary's annualized median income for Total Households. CMHC (2020 Median Total Household Income (Before Taxes) being \$98,000.
 - b. For Ownership accommodation:
All units shall be eligible for resident occupancy to those households earning a reported maximum combined income of 80% or less of Calgary's annualized median Income for Total Households. CMHC (2020) Median Total Household Income (Before Taxes) being \$98,000.
2. Term:
 - a. Purpose Built Rental: 40 years
 - b. Ownership: 20 years



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Declaration and Signature

- ☐ I confirm that the information provided as part of this application is an accurate representation of the proposed project initiative by the Applicant.
- ☐ I understand that the information I provide forms the basis of The City's evaluation of the proposal, and any of the potential future binding Agreements related to this Non-Market Land Sale program
- ☐ Where the details of this form changes or the information pertaining to the project evolves, I understand it is the Applicant's responsibility to update the Non-Market Land Sale Program Administrator, or risk removal of this project from The City's consideration.
- ☐ Where project or Applicant information changes beyond the parameters of the program as laid out in the Application; I acknowledge that these changes may result in this project application becoming ineligible.

Signature of Applicant/ Authorized Official*
(E-Signature)

Print Name of Applicant/ Authorized Official*
(Print Name)

Date

* Please note that the applicant, whose signature appears above, will be the signatory for all agreements relating to the application.



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Legal Counsel:

Name: _____

Firm: _____

Address: _____

E-mail: _____

Telephone: _____

* If the person completing this application is different from the Applicant, please provide the following:

Relationship to the Applicant: _____

Title: _____

E-mail: _____

Telephone: _____



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SALE TERMS AND CONDITIONS (these terms and conditions will form part of the formal Agreement of Purchase and Sale)

1. Closing Date/Possession/Adjustment Date:
 - (i) Once all Conditions Precedent have been waived or satisfied, the Closing Date will be SIXTY (60) days following or as agreed to between The City and the Purchaser.
2. Conditions Precedent (must be waived or satisfied in writing):
 - (i) The Purchaser shall have SIXTY (60) days from the date The City receives Corporate Approval for the proposed sale of the Property to conduct its due diligence.
 - (ii) The Purchaser shall submit an application for a Development Permit to the Approving Authority on or before NINETY (90) days following Corporate Approval for the proposed sale of the Property.
 - (iii) The Purchaser, at its sole cost and expense, to obtain a Development Permit approval at least SIXTY days (60) prior to the Closing Date.
 - (iii) The Purchaser, at its sole cost and expense, to obtain passage of a bylaw amending the Land Use of the Property to multi residential to that set out in its application at least SIXTY (60) days prior to the Closing Date, **(15 Sandstone HL NW and 3010 36 ST SE ONLY)**.
3. Special Terms and Conditions:
 - (i) The sale is subject to a building commitment ("Building Commitment") to be satisfied within THIRTY-SIX (36) months from the Closing Date (the "Building Commitment Date"). Building Commitment is defined as the Purchaser completing construction of the development, as evidenced by receipt of an occupancy permit.
 - (ii) The Purchaser to grant The City two options to repurchase for the Property, one for the Building Commitment and the other for the Housing Agreement.
 - (iii) The Property is sold "as is" and the Purchaser shall assume all responsibility and liability including any environmental matters existing as of the Closing Date.
 - (iv) The Purchaser acknowledges no finder's fees or real estate commissions shall be payable by The City on the transaction
 - (v) No later than a minimum of THIRTY (30) days prior to the Purchaser submitting its Development Permit application to the Approving Authority, the Purchaser shall provide to The City's Real Estate & Development Services department ("RE&DS") a

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full copy of the Development Permit application. RE&DS shall have ten (10) business days to review same and confirm the Development Permit application meets the intention of developing affordable housing on the Property as set out in of this application. The Purchaser shall immediately advise RE&DS of any additions, changes or amendments to the development permit application which may affect the affordable housing component.

- (vi) The City shall grant the Purchaser a temporary License of Occupation to allow the Purchaser access to the Property to conduct its due diligence.
- (vii) The Purchaser shall construct its development in strict compliance with the approved Development Permit (Condition Precedent 2(iii)).
- (viii) The Purchaser acknowledges that its ability to provide affordable housing options to Indigenous Calgarians in need is materially important to The City in agreeing to sell the Property to the Purchaser.
- (ix) The Purchaser acknowledges that The City, in its sole discretion, reserves the right to:
 - a. not approve future funding assistance to the Purchaser or its subsidiaries or affiliates; and
 - b. not approve future transactions with the Purchaser or its subsidiaries or affiliates;

if the Purchaser fails to complete a development in accordance with the approved Development Permit (Condition Precedent 2(iii)) or sells the Property to an entity whose mission and mandate is not to provide non-market housing or will not be using the Property for the purpose for which it was sold.

- (x) The Purchaser shall not transfer or assign any interest in the Property without the prior written consent of The City.
- (xi) The City shall be recognized by the Purchaser as a supporter of the proposed development on the Property equivalent to the market value of the Property less Consideration paid, including City representation at the groundbreaking event. Details of the sponsorship recognition shall be based on the Purchaser's standard of recognition of support.
- (xii) (NON-MARKET RENTAL ONLY/ LONG-TERM CARE (LTC)/DESIGNATED SUPPORTIVE LIVING ONLY (DSL)): The Purchaser must keep rents in compliance with the minimum affordability criteria -- eligible projects for a minimum of FORTY (40) years from the date of the occupancy permit for the project. The Purchaser will be required at its sole cost and expense to promptly provide a declaration of

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compliance and annual rent rolls to The City as requested by The City in its sole discretion from time to time.

- (xiii) (AFFORDABLE HOMEOWNERSHIP ONLY): The Purchaser will be required to keep the for-sale units available for eligible purchasers in compliance with the minimum affordability criteria – eligible projects for a minimum of TWENTY (20) years from the date of the development completion permit for the project or demonstrate how the proceeds from the sale of an affordable unit will be used to develop another affordable homeownership unit within Calgary, Alberta. The Purchaser will be required at its sole cost and expense to promptly provide a declaration of compliance and a statement of sales to The City as requested by The City in its sole discretion from time to time, detailing that the units developed on the Property were sold to eligible purchasers and such other information as may be requested by The City.
- (xiv) The Purchaser shall, at its sole cost and expense, be responsible for all conditions, obligations, fees, levies and costs related to the development or Development Permit application (and landuse redesignation [where applicable]). The Purchaser shall also be responsible for environmental matters, constructing and improving utility service connections, any required offsite servicing and transportation servicing.
- (xv) All encumbrances currently appearing on title to the Property shall remain on title as permitted encumbrances, unless otherwise specified in the Proposal Letter between The City and the Purchaser.
- (xvi) Any assignments, amendments, or extensions to the transaction (including the building commitment) or should the Vendor exercise its rights to repurchase Property are subject to the imposition of an Administration fee commensurate with the work required to be done. Should the Vendor exercise its right to repurchase (if applicable) the Property, the Purchaser shall pay an Administration fee of 1.5% to be deducted from the purchase price.
- (xvii) Such other terms as may be agreed to between the parties.
- (xviii) The Purchaser, at its sole cost and expense, to be responsible for all service connections and driveway crossings, subject to The City and Real Estate & Development Services' engineering and servicing requirements, The Purchaser shall pay a damage deposit fee of \$50,000 per lot on the Closing Date. **(155 Cirrus CI NE ONLY)**
- (xix) The Property is subject to architectural design guidelines which are registered on title. **(155 Cirrus CI NE ONLY)**



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APPLICANT DETAILS

☐ ELIGIBILITY

“Indigenous Non-Profit Housing Provider” means a non-profit, charitable organization or Indigenous government with an explicit mandate to serve, support and deliver housing and programs for Indigenous by Indigenous. In the context of this policy Indigenous Non-Profit Housing Providers demonstrate experience in delivering Indigenous specific affordable housing in urban settings, an understanding of the culturally relevant housing and support needs of Indigenous people in the urban setting, evidence of cocreation of the project and relevant connections to Indigenous service providers, Elders, and other supports. Signatories of Treaty 7, Metis Nation of Alberta, Calgary offices and/or Indigenous urban social or housing organization who are planning affordable housing in Calgary and will be prioritized.

☐ ABOUT YOUR NATION OR ORGANIZATION

Tell us some background of your nation or organization and how you came to be interested and engaged in the provision of non-market housing. Please share any relevant experience your organization has in delivering projects, programs or services for your nation members or Indigenous people living in Calgary (e.g. housing, social services, health services, cultural supports, etc). (Should more space be required to provide this information, please attach a supplementary document)



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☐ INDIGENOUS NON-MARKET HOUSING EXPERIENCE

Please explain your nation or organization's experience **operating** and **managing** indigenous non-market housing. This could include experience operating and managing non-market housing in other municipalities outside of Calgary, or on-reserve. (Should more space be required to provide this information, please attach a supplementary document)

☐ PROJECT TEAM

Development & Construction

Tell us about the people, companies and partner organizations who will be working on the development and construction of the proposed project. This includes:

- People in your Nation/organization who will be supporting the project (for example: Band Manager, finance lead, Elders, program staff, coordinators).
- Contractors and consultants (for example: construction company and planning/design/architectural companies you will be working with on this project).

(Should more space be required to provide this information, please attach a supplementary document)



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Operations

Tell us about the organizations who will be working on the operations of the proposed project. This includes:

- Program staff, coordinators, Elders, support staff, health and social service providers, etc.
- Organizations delivering programming to residents in the building.
- Maintenance workers, building managers, etc.

(Should more space be required to provide this information, please attach a supplementary document)

☐ PARTNERSHIPS

Is this project part of a partnership between one or more nations or organizations?

- ☐ Yes
☐ No

If you answered “yes”, please describe the partnership and the parties involved. Please note that for the purposes of this funding application, a lead organization must be identified.

(Should more space be required to provide this information, please attach a supplementary document)



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A large, empty rectangular box with a thin black border, intended for the purchaser to provide additional information or details.

☐ SERVICES AND SUPPORTS FOR INDIGENOUS RESIDENTS

In this section, we ask for information on what services and supports (such as cultural programs and social services) will be provided to future residents, as well as any ceremonial spaces, gathering spaces, communal kitchen, meeting rooms, childcare space, spaces set aside for programming or a social service office. While it is not mandatory to provide supports, services or programming to residents to receive funding through this program, The City will prioritize applicants who provide programming and supports that target the needs of residents.

In the case of third-party supports, a letter or memorandum of understanding, or formal agreement outlining the scope of social services that will be provided to future residents will be required for successful applicants.

Support services must be intentionally designed to specifically benefit Indigenous residents.

Please explain what, if any, services and supports and programming will be available on-site for residents. (Should more space be required to provide this information, please attach a supplementary document)

A large, empty rectangular box with a thin black border, intended for the purchaser to describe the services and supports for Indigenous residents.



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MINIMUM REQUIRED DOCUMENTS

Please ensure each application package contains the following supporting information. Applications will be deemed incomplete if all required information is not submitted. At the discretion of The City, Applicants may be asked to clarify application material prior to and during the evaluation process.

Label all files as per the direction indicated on **Application Submission Instructions**.

☐ Organization/Incorporation Status

- Corporate registration
- Third party organizations applying on behalf of an Indigenous government must also submit a Delegation letter or Bank Council Resolution (BCR) from the Indigenous Nation or Indigenous government they are acting on behalf of.

☐ Organizational Financial Health

- Financial statements for past three (3) years (audited is required, if available). Financial statements must demonstrate good and prudent financial management with balanced budgets, prudent reserves, a good balance sheet position and reasonable borrowing capacity in place. If providing financial statements would pose a barrier to your nation or organization applying, please contact us to discuss.
- A signed letter from the Chief Financial Officer (or equivalent financial authority) of the Applicant to demonstrate to The City that the Applicant has sufficient financial standing and financial capacity to carry out their respective role(s) on the Project.
- Documentation validating secured sources of capital funding (if declared under PROJECT COST AND FUNDING) to support project development, including cash, financing, land equity, grants, in-kind, pre-approved loans, forgivable loans, etc.

☐ Financial Operating Plan and Viability

- Project Proforma (Appendix A). The Applicant will need to disclose how they intend to bridge any shortfall(s) where net operating income is negative.



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☐ Project Development Details (If available)

Please check, if included.

- ☐ Site Plan
- ☐ Building details including unit yield, mix and configuration
- ☐ Timeline
- ☐ Project Budget

☐ If available, please include the following attachments with your submission.

Please check, if included.

- ☐ A list of facilities operated and managed by the Applicant. Provide details of location, type of property, client profile, number of units and duration of operational and management services.
- ☐ A description of facility operating standards and protocols. This could include statements on how the operation of existing non-market housing incorporates a commitment to the active principles of “For Indigenous, By Indigenous” (FIBI)
- ☐ Evidence demonstrating the Financial Capacity to undertake timely development and construction of non-market housing units on land disposed of by The City.
- ☐ Evidence showing Administrative Capacity to operate and maintain the constructed units as non-market housing units for the entire term of the Housing Agreement.