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Item No. 14.2
Halifax Regional Council
February 11, 2025
March 18, 2025

TO: Mayor Fillmore and Members of Halifax Regional Council

FROM: Cathie O'Toole, Chief Administrative Officer

DATE: January 3, 2025

SUBJECT: Housing Accelerator Fund: Annual Update

INFORMATION REPORT

ORIGIN

[June 6, 2023](#) Regional Council motion (Item No. 15.1.4 Housing Accelerator Fund):

MOVED by Councillor Cuttell, seconded by Councillor Mason

THAT Halifax Regional Council:

1. Direct the Chief Administrative Officer to submit a Housing Accelerator Fund Action Plan that includes the initiatives as generally outlined in Attachment A of the staff report dated June 3, 2023, along with all additional required documentation to the Canada Mortgage and Housing Corporation as the Municipality's application under the Housing Accelerator Fund program; and
2. Authorize the Chief Administrative Officer to enter into any contribution agreements or amending agreements that may be required should the Municipality be approved for funding under the program.

EXECUTIVE SUMMARY

This report gives an overview of HRM's progress in achieving its deliverables under the Housing Accelerator Fund (HAF) Contribution Agreement and action plan. It summarizes the residential permit data submitted to Canada Mortgage and Housing Corporation (CMHC) as part of HRM's annual report under the Contribution Agreement, progress made on the eleven initiatives aimed at increasing housing, and funds spent to date.

BACKGROUND

The Housing Accelerator Fund is a federal program administered by the Canada Mortgage and Housing Corporation that will provide up to \$4 billion in funding to incentivize and accelerate the supply of housing nationwide. The program runs from 2023 until 2026, and targets net new building permits issued in participating municipalities. Critical milestones are required to be met and reported on annually.

To participate, municipalities are required to remove regulatory barriers limiting density and develop a HAF Action Plan as the basis of their application. The Action Plan sets out a housing supply growth target, as well as specific initiatives that the municipality will undertake to meet that growth target. Growth is measured by the number of building permits issued for new units. In setting a growth target, municipalities are required to calculate their baseline growth for net new permits based on historical data, and then commit to accelerating this baseline growth by a minimum of 10 per cent over three years.

The amount of HAF funding the municipality receives is based on a formula which prescribes a dollar value for each net new permit set out in the housing supply growth target. All units created from HAF initiatives will receive the base funding of \$20,000 per unit, with top-ups of \$7,000 to \$15,000 if units fall into specific categories, including “missing middle¹”, multi-unit, and for being in close proximity to rapid transit. An additional top-up of \$19,000 is provided for affordable units.

HRM’s HAF Contribution Agreement

Regional Council approved HRM’s HAF application on June 6, 2023. It included an Action Plan with 11 initiatives to increase housing, and a permit target of 15,467 units over a three-year period. This target was calculated using a 5-year annual average of 4,264 net new permitted units prior to the initiation of HAF (ie, from 2018 to 2022), and a 20.33% housing supply growth rate as a result of HAF initiatives. This works out to an additional 2,600 net new units over the life of the project. The projected breakdown of unit types are:

- 400 single-detached dwellings;
- 430 missing-middle units;
- 1540 multi-residential units;
- 230 units close to transit corridors;
- 2.15% of the total unit target is to be affordable (333 units), including units incented through government programs to maintain below average market rents.

Following Regional Council’s approval, HRM’s application was submitted to CMHC for consideration. Federal Housing Minister Sean Fraser subsequently responded with several conditions which would need to be implemented as a condition of accepting the application, including regulatory changes intended to increase residential density throughout the municipality, especially in proximity to rapid transit corridors and universities. These regulatory changes were included as an initiative under a revised HAF application, and subsequently approved by Regional Council in May 2024.

On October 12, 2023, HRM entered into a Contribution Agreement with CMHC based on the amended application (Attachment A: Housing Accelerator Fund Contribution Agreement). Under the terms of the agreement, the Municipality will receive \$79.3 million to support resourcing, staffing and capital investments to support housing. The main condition of this agreement is that by the end of the project in October 2026, the municipality must increase the number of approved residential units by 2,600 above the previous five-year average. HAF funds are released to the Municipality in four equal payments of \$19.8 million, with the first payment provided shortly after the Contribution Agreement was signed in October 2023.

¹ CMHC defines missing middle as “ground-oriented housing that includes garden suites, secondary suites, duplexes, triplexes, fourplexes, row houses, courtyard housing, and low-rise apartments (4 storeys or less).”

DISCUSSION

Permit and Reporting Update

HRM reports annually to CMHC on its permit numbers, Action Plan progress, and capital expenditures. The report is submitted within 30 days of the October 12 anniversary date, and includes data on all permits for construction and demolition for the previous 12 months. Detailed information submitted to CMHC includes permit issue date, permit address, type of building (ie, single detached, mobile, apartment, row house, etc), type of work (ie, new construction, conversion, demolition), number of secondary suites, and number of storeys for each building. This report is then reviewed by CMHC to ensure progress is on track. Following CMHC approval, HRM's annual HAF payment is released.

HRM's first annual report was successfully submitted to CMHC on November 7, 2024, and its second payment of \$19.8 million received on December 10, 2024. Within the first year of the program a total of 6,057 net new residential building permits have been issued, which represents 39.16% of the total three-year target of 15,467. A breakdown of these units is as follows:

- 756 single-detached dwellings
- 1,018 missing middle units
- 3,841 units within 1,500 m of a rapid transit corridor
- 442 other multi-unit
- 65 affordable units

If current progress is sustained, the Municipality is likely to exceed its unit targets before the end of the program's three-year duration. Staff have committed to formally providing annual progress updates to Regional Council following the annual reporting period.

As part of its annual report, HRM is also required to report on all use of HAF funding and any HAF funds used for capital projects. "Capital project" is defined as anything considered a capital project under local municipal guidelines. For its first annual report, HRM directed no HAF funds towards capital projects. HAF funds spent in the first year totalled \$1,625,010, and was entirely dedicated to implementing the Action Plan. Costs included staffing, programming, grants, and consulting service fees.

Action Plan Update

The Municipality's Action Plan identifies 11 initiatives that will be undertaken to meet HRM's growth target. All initiatives must be implemented and completed within two years of the commencement of the HAF program. A project team was created within Community and Regional Planning to implement the initiatives, and additional staff were also hired on a temporary basis within other business units to provide support to the project team.

The initiatives outlined in the HAF contribution agreement are broken into milestones, each with their own deadline and outcomes. Municipal staff meet monthly with representatives of CMHC to provide updates on milestone targets. The following is a brief overview of the 11 initiatives:

1. Streamlined operational processes and customer support services for permitting

Description: Streamlining the development approvals process through upgrades to the city's e-permitting system and other operational changes. This may include changes to workflows, enhancements to the customer portal, auto-issuance of low-complexity permits, and prioritizing residential permits (implementation through 2024 and 2025).

Progress: 10 initial improvements have been made to the permitting workflow and intake processes. Additional improvements to be completed in 2025.

2. Reduce upfront costs for permit applications

Description: Making it easier for developers to finance the early stages of large residential projects by enabling them to defer a portion of their permitting fees (implementation by early 2024).

Progress: Initiative is deemed complete. Only 25% of building and plumbing permit fees are due when an application is submitted, with the balance due at the beginning of construction. Additional fee reductions for other types of permits will be implemented through by-law amendments.

3. Incentivize non-residential to residential conversions

Description: Encouraging the conversion of underused non-residential buildings (such as commercial or office spaces) to increase the supply of housing (implementation through 2025).

Progress: Research, engagement and analysis is complete. Staff have met with stakeholders and identified some potential sites for conversion. A funding method is being finalized and program initiation is planned for Spring 2025.

4. Encourage development along rapid transit corridors

Description: Encouraging higher density development along bus rapid transit corridors in the urban core (implementation through 2025).

Progress: Initiative is deemed complete. Engagement results indicated that higher density zoning was a desired incentive. Zoning changes that increased density were completed as part of regulatory changes adopted in May 2024. Further changes may be considered under the site-specific requests coming to Council in early 2025.

5. Expedite heritage development agreements

Description: Reducing the approval time for new developments integrated with, or built on, registered heritage properties (implementation in 2024).

Progress: Initiative is deemed complete. Process improvements have been implemented and additional staff assigned so that the timeframe to process applications has been reduced. There are 14 active applications, representing approximately 1,400 proposed units, currently being reviewed.

6. Encourage small-scale residential development through financial incentives

Description: Lowering the upfront costs required to develop small-scale housing (accessory dwelling units (ADUs), tiny homes, backyard suites, etc.) to promote affordable gentle density in existing neighbourhoods (this initiative received a six-month extension for completion, from September 2024 to March 2025, as reflected in the amended Schedule A ([Attachment B])).

Progress: Staff have been developing a grant program to assist property owners with water and wastewater-related costs associated with constructing a second unit. A staff report and administrative order for the grant program will come to Regional Council in winter 2025. Staff are working to launch the program by March 2025.

7. Develop a program for pre-approved building plans

Description: Speeding up the approval process for homes using pre-approved building plans and a trusted partner program (implementation in 2024).

Progress: Initiative is deemed complete. The program has been initiated with “trusted partner” developers with building plans for quick-build modular homes, who receive expedited inspections and reviews. Phase 2 of the initiative will look at releasing a catalogue of pre-approved plans in partnership with CMHC, in Spring 2025.

8. Expand the affordable housing grant program

Description: Refining and expanding HRM's Affordable Housing Grant Program (implementation through 2025).

Progress: Initiative met the required milestones after a set of amendments were adopted by Regional Council in August 2024. HAF funds were assigned to the program in 2024. Additional program refinements will be coming to Council following stakeholder engagement through early 2025.

9. Develop a surplus land for affordable housing program

Description: Adding new resources to unlock surplus municipal land to develop affordable housing. A surplus land program for affordable housing was created in 2020, but no resources were assigned to establish it (implementation in 2025).

Progress: Stakeholder engagement is complete and screening criteria for available municipal lands is being developed. Some initial sites have been identified and the program is expected to be implemented in mid-2025 (this initiative received a six month extension for completion, from December 2024 to June 2025, as reflected in the amended Schedule A ([Attachment B])).

10. Complete a housing needs assessment

Description: Draft a comprehensive housing needs assessment to inform current and future housing targets and update regularly.

Progress: Initiative is deemed complete with the delivery of the HRM section of the provincial housing needs assessment released in November 2023. An HRM-specific needs assessment is being refined in preparation for the draft Affordable Housing Strategy required under Initiative #11.

11. Approve regulatory changes to support housing development

Description: Updated planning rules will allow more housing to be built without the need for rezoning or lengthy discretionary planning approvals (implementation in 2024 and 2025). Includes creation of an affordable housing strategy (implementation through 2026).

Progress: The rezoning process and regulatory changes were deemed complete in May 2024. Further regulatory changes are anticipated as part of the Suburban Planning process. A municipal affordable housing strategy is currently being scoped and will be developed in 2025.

Affordable Housing

Under the terms of the HAF agreement, 2.15% of the total unit target, or 333 units, are to be affordable. Affordable housing is defined in the HRM Charter as “housing that meets the needs of a variety of households in the low to moderate income range.” HRM is somewhat unique among Canadian municipalities in the HAF program in that the Charter places jurisdictional responsibility for housing with the Province, leaving limited tools for the Municipality to incentivize and monitor affordability.

The Affordable Housing Grant Program (AHGP) has been the Municipality’s most effective tool to support the creation of affordable housing, including by layering over funding by other levels of government. Since the program’s initiation in 2021, it has supported the construction of 205 units of affordable housing, the acquisition of 6 units of existing affordable housing, and the repair of 304 units of affordable or deeply affordable housing. During the reporting period, permits were issued for 65 affordable units which had received funding under the AHGP, the Province’s Affordable Housing Development Program, or the NS Secondary Suite Incentive Program (Affordability stream). 135 additional units which have received awards under the AHGP have yet to be issued building permits, meaning they could not be counted toward the target for this first reporting period.

In order to meet the affordable unit target outlined in the HAF agreement, HRM may track units incented through provincial and federal funding programs. This can be challenging as it requires information sharing and cross-referencing between projects incented by other levels of government and issued building permits. This task is further complicated as provincial public housing units are constructed without municipal building permit applications. Staff will continue to work with counterparts at CMHC and the Province to identify eligible affordable units to meet the HAF target.

HAF Budget

The HAF project will provide over \$79.3M to the Municipality in four installments on the condition that targets and milestones are met with regard to housing. Only a portion of this funding will be required to initiate and administer the 11 initiatives laid out in the contribution agreement. The rest of the funding can be used to bolster and expand other programs related to housing or fund housing-related infrastructure and capital projects. Approximately 10% of the anticipated HAF funding will be used for staffing and consulting fees to support the 11 initiatives as outlined.

In 2024, Regional Council approved the use HAF funds to cover the \$6,529,005 budget for the Affordable Housing Grant Program (AHGP). Density bonus fees collected on new development are typically used to cover this program’s budget. HAF funds were used in order to make the program more sustainable over time by allowing the density bonus reserve to build up to support larger projects after 2026. Staff may propose the use of additional HAF funds to support the program in 2025/26. The HAF action plan also outlines incentive programs for office-to-residential conversions and to incentivize backyard and secondary suite construction. These initiatives have a combined budget of \$6,750,000.

For ease of reference, a breakdown of the projected expenditures associated with the 11 initiatives for the duration of the program (from fiscal year 2023/2024 to 2026/2027) are as follows:

- Staffing: \$ 5,036,138
- Consulting fees: \$ 2,960,000
- Grants and incentives: \$ 20,879,005
- Other Costs \$ 67,979
- Total: \$ 28,943,122**

HAF Funds remaining: \$ 50,365,878²

Funds remaining after achieving the project objectives can be used by Regional Council towards any project that fits the funding parameters as outlined:

<p><i>Investments in HAF action plans:</i></p> <ul style="list-style-type: none"> - any initiative included in the Approved Action Plan <p><i>Investments in affordable housing:</i></p> <ul style="list-style-type: none"> - construction of affordable housing - repair or modernization of affordable housing - land or building acquisition for affordable housing <p><i>Investments in housing-related infrastructure:</i></p> <ul style="list-style-type: none"> - drinking water infrastructure that supports housing - wastewater infrastructure that supports housing - solid waste management that supports housing - public transit that supports housing 	<ul style="list-style-type: none"> - community energy systems that support housing - disaster mitigation that supports housing - brownfield redevelopment that supports housing - broadband and connectivity that supports housing - capacity building that supports housing - site preparation for housing developments <p><i>Investments in community-related infrastructure that supports housing:</i></p> <ul style="list-style-type: none"> - local roads and bridges that supports housing - sidewalks, lighting, bicycle lanes that supports housing - firehalls that support housing - landscaping and green space that supports housing
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A list of eligible capital projects is being evaluated by staff in Planning and Development and Finance and Asset Management. Details outlining the intended use of HAF funds will be brought forward for Regional Council consideration through the 2025/26 budget and business planning process.

FINANCIAL IMPLICATIONS

There are no financial implications in this report.

COMMUNITY ENGAGEMENT

No community engagement was undertaken for this report.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

² Funding for 2026/2027 is contingent on meeting the approved housing unit targets.

ATTACHMENTS

Attachment A: Housing Accelerator Fund Contribution Agreement

Attachment B: Contribution Agreement Amended Schedule A

Report Prepared by: Aaron Murnaghan, Program Manager, Housing Accelerator Fund, 902-292-2470
 Anne Totten, Principal Planner, Housing Accelerator Fund, 902-476-82

HOUSING ACCELERATOR FUND CONTRIBUTION AGREEMENT

THIS AGREEMENT is made between **CANADA MORTGAGE AND HOUSING CORPORATION** ("CMHC") and **Halifax Regional Municipality** ("Recipient") (collectively the "Parties" and individually a "Party") with respect to the geographic and local area known as **Halifax Regional Municipality** (the "Community").

WHEREAS:

- A. Canada faces a severe shortage of homes reducing the availability and affordability of housing.
- B. To address the housing shortage, among other measures, the Government of Canada introduced a housing accelerator fund ("HAF") in the 2022 federal budget that is intended to create more supply of housing at an accelerated pace and enhance certainty in the approvals and building process.
- C. CMHC is delivering HAF on behalf of the Government of Canada.
- D. CMHC is an agent of His Majesty in right of Canada pursuant to the *Canada Mortgage and Housing Corporation Act*, R.S.C. 1985, c. C-7, as amended, and is entering into this Agreement in that capacity and pursuant to the *National Housing Act*, R.S.C. 1985, c. N-11, as amended.
- E. The Recipient has applied to receive funding under HAF and, in support of its application, has submitted a proposed action plan that sets out the action items, initiatives and targets that the Recipient will undertake and/or achieve to remove systemic barriers to housing supply and boost supply in the Community.
- F. CMHC has approved the Recipient's application, including the proposed action plan, on the condition, *inter alia*, that the Recipient enters into this Agreement with CMHC.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1 Definitions

In this Agreement, including in the Schedules hereto, the following terms shall have the following meanings:

- (i) "**Additional Targets**" means the additional targets for housing types listed in Section B(ii) of the Approved Action Plan.
- (ii) "**Applicable Laws**" means, with respect to any person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction.
- (iii) "**Business Day**" means any day other than a Saturday, a Sunday, or a statutory, civic or bank holiday in the Province of Ontario and/or in the province or territory where the Community is located.
- (iv) "**Capital Project**" means a project of a capital nature funded or partially funded by HAF Funding.
- (v) "**Effective Date**" means the date the Recipient executes this Agreement.

- (vi) **“Housing Needs Assessment Report”** means a report informed by data and in-depth research that describes the current and future housing needs of the Community.
- (vii) **“Housing Supply Growth Target”** means the total number of projected net new housing units set out in Section B(i) of the Approved Action Plan.

1.2 Schedules

The following schedules are attached to, and form part of this Agreement as well as such other schedules as may be added with the Parties’ approval (each, a **“Schedule”**):

Schedule A	Approved Action Plan
Schedule B	HAF Funding

In the event of inconsistency between a Section or Sections of this Agreement and any Schedule, the Schedule prevails.

2. Term of the Agreement

This Agreement will be effective for the period commencing on the Effective Date and ending on the fourth anniversary of the Effective Date (the **“Term”**), provided that the expiry of the Term will not relieve the Recipient from completing any obligations under this Agreement, which remain outstanding as of the fourth anniversary of the Effective Date, including but not limited to, any reporting obligations.

3. Approved Action Plan and Commitments

3.1 The Parties agree that the Recipient has submitted a proposed action plan that has been approved by CMHC, and the relevant provisions of the approved action plan are included in Schedule A (the **“Approved Action Plan”**).

3.2 Section A of the Approved Action Plan sets out the various initiatives and action items that the Recipient has committed to undertake and complete (together, the **“Initiatives”**).

3.3 Section B of the Approved Action Plan sets out the Housing Supply Growth Target and the Additional Targets that the Recipient has committed to achieve.

3.4 The completion of the Initiatives, the achievement of the Housing Supply Growth Target and the Additional Targets, and the submission of a Housing Needs Assessment Report are collectively referred to in this Agreement as the **“Commitments”**.

3.5 The Recipient will undertake and complete the Initiatives and the Housing Needs Assessment Report, as applicable, by no later than the second anniversary of the Effective Date, or within the timelines set out in the Approved Action Plan under Schedule A, or as otherwise permitted by CMHC.

3.6 The Recipient will achieve the Housing Supply Growth Target and the Additional Targets by no later than the third anniversary of the Effective Date or as otherwise permitted by CMHC, as outlined in the prescribed reporting forms to be provided to the Recipient by CMHC (the **“Prescribed Reporting Forms”**).

3.7 The Recipient agrees to undertake and complete the Commitments subject to the terms and conditions of this Agreement.

3.8 The approval of the Approved Action Plan by CMHC does not relieve the Recipient from performing its own due diligence to ensure that it has the necessary authority to undertake the Commitments.

3.9 The Recipient is solely responsible for obtaining any approvals which may be required to implement the Commitments in the timeline necessary to meet the deadlines for completion, as set out in this Section 3.

4. Conditions to HAF Funding

4.1 Subject to the satisfaction of the following conditions by the Recipient, which conditions apply to each advance, CMHC agrees to advance HAF funding to the Recipient in the amount and pursuant to the advance schedule set out in Schedule B (“**HAF Funding**”):

- (i) The Recipient is in compliance with the terms and conditions of this Agreement;
- (ii) The Recipient has delivered all reporting required up to the date of the advance and CMHC, acting reasonably, is satisfied therewith;
- (iii) CMHC, acting reasonably, is satisfied with the Recipient’s progress on the implementation and achievement of the Commitments; and
- (iv) As a condition of the fourth advance only, the Recipient has achieved the Housing Supply Growth Target and the Additional Targets.

4.2 The Recipient acknowledges that payment of an advance by CMHC is not a determination by CMHC that the Recipient has complied with the foregoing conditions of funding for that advance. CMHC may reduce or withhold future advances or request repayment of an advance where it is determined that the Recipient was not in compliance with the conditions of funding at the time of an advance.

5. Use of HAF Funding

5.1 The Recipient may use HAF Funding for any of the following purposes (each of which is a “**Permitted Use**”).

<p><i>Investments in HAF action plans:</i></p> <ul style="list-style-type: none"> - any initiative included in the Approved Action Plan <p><i>Investments in affordable housing:</i></p> <ul style="list-style-type: none"> - construction of affordable housing - repair or modernization of affordable housing - land or building acquisition for affordable housing <p><i>Investments in housing-related infrastructure:</i></p> <ul style="list-style-type: none"> - drinking water infrastructure that supports housing - wastewater infrastructure that supports housing - solid waste management that supports housing - public transit that supports housing 	<ul style="list-style-type: none"> - community energy systems that support housing - disaster mitigation that supports housing - brownfield redevelopment that supports housing - broadband and connectivity that supports housing - capacity building that supports housing - site preparation for housing developments <p><i>Investments in community-related infrastructure that supports housing:</i></p> <ul style="list-style-type: none"> - local roads and bridges that supports housing - sidewalks, lighting, bicycle lanes that supports housing - firehalls that support housing - landscaping and green space that supports housing
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5.2 The Recipient agrees that it will not use any portion of HAF Funding for any purpose, including any Capital Project, which is not a Permitted Use and that the Recipient will promptly return any portion of HAF Funding used for a purpose which is not a Permitted Use.

5.3 The Recipient acknowledges and agrees that it must spend HAF Funding prior to the fourth anniversary of the Effective Date and that, at CMHC's request, it will promptly return any portion of HAF Funding that it has not spent by the fourth anniversary of the Effective Date to CMHC.

5.4 The Recipient will report on its use of HAF Funding in accordance with the reporting requirements set out in Section 6.1

5.5 If the Recipient proposes to use HAF Funding for an Initiative or a Capital Project, which constitutes a *project* that is to be carried out, in whole or in part, on *federal lands* (as such terms are defined in the *Impact Assessment Act*), then the Recipient agrees that it will notify CMHC in writing of such proposed use and will not use the HAF Funding for such purpose until it has received confirmation from CMHC that the requirements of the *Impact Assessment Act* have been met.

6. Reporting

6.1 The Recipient will report to CMHC in the following intervals using the Prescribed Reporting Forms:

- (i) no later than 6 months following the Effective Date: submission of a signed attestation;
- (ii) prior to each subsequent advance and within 30 days, or as otherwise permitted by CMHC, following the first, second and third anniversary of the Effective Date, respectively: submission of a signed attestation, a progress report on each of the Commitments, a report on the permit data and a report on the use of HAF Funding; and
- (iii) within 90 days following the fourth anniversary of the Effective Date: submission of a report on the use of HAF Funding,

and all such reports will be submitted through an electronic upload into the portal established by CMHC or such other delivery method required by CMHC from time to time.

6.2 The Recipient acknowledges and agrees that:

- (i) CMHC may, in its sole discretion and acting reasonably, change the deadline for the submission of the reports, with prior written notice;
- (ii) CMHC may, in its sole discretion and acting reasonably, request additional reports from those listed in Section 6.1; and
- (iii) once submitted to CMHC, the Recipient will make the reports listed in Section 6.1 public in an open, transparent, effective and timely manner through means deemed appropriate by the Recipient, acting reasonably. For greater certainty, the Recipient must make each report public within one year from the date of submission to CMHC.

6.3 In addition to the reporting listed in Section 6.1, the Recipient will update CMHC, no less frequently than twice per year, with any new material information known to the Recipient regarding any previously disclosed Capital Project or any new Capital Project.

7. CMHC's Rights

7.1 If the Recipient is not able to satisfy the conditions for an advance set out in Section 4.1, then CMHC may, in its sole discretion, withhold HAF Funding or reduce HAF Funding or require repayment of all or any portion of HAF Funding.

7.2 The Recipient's eligibility for HAF Funding does not constitute an assurance that it will be approved for other forms of CMHC funding or other federal assistance.

7.3 HAF Funding may be combined with financial support from other CMHC or federal programs unless restricted in such other programs.

7.4 HAF Funding will not be considered as local or provincial/territorial cost-matching under the existing CMHC-Provincial/Territorial Bilateral Agreements, if applicable.

7.5 If the Recipient (or a representative thereof) commits fraud, misconduct, criminal acts, gross negligence, misrepresentation or willful misconduct in respect of any matter related to this Agreement, then CMHC may immediately terminate this Agreement and declare HAF Funding to be repayable to CMHC in whole or in part and may exercise any other rights and remedies it has by operation of law or equity.

7.6 If the Recipient (or a representative thereof) does not comply with the terms and conditions of this Agreement and does not remedy such non-compliance within the timeframe requested by CMHC, acting reasonably, then CMHC may immediately terminate this Agreement and declare HAF Funding to be repayable to CMHC in whole or in part and may exercise any other rights and remedies it has by operation of law or equity.

7.7 CMHC and any of its officers, employees and agents, each acting reasonably, shall have the right to request any information relating to the Recipient's compliance with this Agreement during the Term and for a period of two years following the expiry of the Term.

8. Recipient's Representations and Warranties

The Recipient represents and warrants to CMHC, as of the Effective Date, that:

- (i) all information provided to CMHC in the Approved Action Plan, application and any supporting documentation is true and correct;
- (ii) it has the requisite power, authority and capacity to execute, deliver and perform its obligations under this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the Recipient; and
- (iii) it has obtained all necessary approvals and other actions whatsoever required as of the Effective Date in connection with the execution and delivery of this Agreement except for any approvals required to implement any Commitments which the Recipient has yet to obtain.

The Recipient acknowledges that CMHC is relying on such representations and warranties without independent investigation.

9. Costs

The Recipient is responsible for its own costs and expenses incurred in connection with the preparation, execution and enforcement of this Agreement.

10. Liability and Indemnity

10.1 CMHC shall not be liable to the Recipient or any other party in relation to HAF Funding. To the extent the Recipient engages or retains any third party in respect of its obligations under this Agreement, the Recipient shall remain liable to CMHC for the fulfillment of its obligations under this Agreement.

10.2 The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement; or (b) any act or failure to act on the part of the Recipient in connection with HAF Funding whether or not CMHC is named as a party.

11. Official Languages

The Recipient acknowledges and understands that CMHC is governed by the *Official Languages Act* (R.S.C., 1985, c.31 (4th Supp.)), as may be amended ("**Official Languages Act**") and follows related Treasury Board policies. The Recipient agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the *Official Languages Act*.

12. General

12.1 This Agreement, including the Schedules, comprise the entire agreement entered into between the Parties with respect to the subject matter hereof.

12.2 The Parties acknowledge that, pursuant to the *Financial Administration Act* (Canada) and, for greater certainty, notwithstanding any other provisions of this Agreement, the obligations of CMHC to make any advance under this Agreement, including HAF Funding, are subject to there being a Parliamentary appropriation for the fiscal year in which the advance is to be made. CMHC has no liability in case of no or insufficient appropriations for HAF Funding or any part thereof.

12.3 Nothing in this Agreement will fetter the discretion of the Recipient's elected council as to future decisions by the elected council. To the extent that future council approvals are required to implement any Initiatives or Commitments, then it will be the responsibility of the Recipient to ensure such council approvals are actively pursued.

12.4 Delivery of notice under this Agreement shall be effective on the day following transmission by e-mail to the Parties at the e-mail addresses set out on the signature pages of this Agreement.

12.5 The parties acknowledge that CMHC may wish, at its discretion, to participate in any public communications relating to this Agreement undertaken by the Recipient. Prior to any public communications (including announcements), the Recipient must (i) notify CMHC in writing of any such communications at least thirty (30) Business Days prior to such communications and (ii) if so requested by CMHC in writing, permit CMHC to participate in such communications. Notwithstanding the foregoing, it is understood that this Section does not apply to any public communications arising from the reporting obligations outlined in Section 6.2 (iii) above.

12.6 If requested by CMHC, the Recipient shall publicly acknowledge CMHC's and the Government of Canada's HAF Funding in a manner acceptable to CMHC, acting reasonably.

12.7 CMHC and/or the Government of Canada may publicize details of the Recipient's use of HAF Funding, including any Capital Project, and by signing this Agreement, the Recipient consents to such disclosure and will cooperate with CMHC and/or the Government of Canada as appropriate to facilitate such publication.

12.8 Without limiting the reporting obligations found within this Agreement, the Recipient will cooperate with CMHC and provide such additional information in respect of the Recipient's obligations under this Agreement as CMHC may reasonably require from time to time.

12.9 This Agreement may be amended only by written agreement of CMHC and the Recipient, including, for greater certainty, amendments by exchange of e-mailed communications between the Parties that expressly includes the consent of each Party to the amendment.

12.10 The Recipient shall not assign this Agreement without the written consent of CMHC.

12.11 The Recipient shall comply with all Applicable Laws, regulations, and all requirements of regulatory bodies having jurisdiction over the subject matter of the Agreement.

12.12 This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Community is located and the federal laws of Canada applicable therein.

12.13 The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

12.14 If, for any reason, a provision of this Agreement that is not a fundamental term is found by a court of competent jurisdiction to be or to have become invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all other provisions of this Agreement will continue to be valid and enforceable.

12.15 The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

12.16 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other. No Party will use the name, logo or marks of the other Party without the prior express written consent of that other Party, except as otherwise provided for in this Agreement.

12.17 Any reference to "Applicant" or "applicant" in the application has the same meaning as the "Recipient" as defined in this Agreement.

12.18 If the date for the doing of any act hereunder falls on a day other than a Business Day, such date shall be extended to the first Business Day following such day.

12.19 This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf or any other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include a scanned and electronically transmitted copy of a "wet ink" signature, any electronic symbol or process attached to, or associated with, a contract or other record and adopted by an individual with the intent to sign, authenticate or accept such contract or record on behalf of a party, whether delivered by facsimile, e-mail, or through an information system (each an "**Electronic Signature**"), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Laws.

12.20 Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa. The division of this Agreement into Sections and Schedules and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the Parties agree to the terms and conditions of this Agreement as of the Effective Date.

CANADA MORTGAGE AND HOUSING CORPORATION



Name: Chris Woodcock
Title: Director, Client Development and Government Relations

Name:
Title:

Email: HAF-FACL@cmhc-schl.gc.ca

We have the authority to bind the corporation.

*CMHC signature page for Housing Accelerator Fund Contribution Agreement
between CMHC and Halifax Regional Municipality*

Halifax Regional Municipality



Name:
Title: Chief Administrative Officer

Name:
Title:

Email: [Cathie.OToole@halifax.ca]¹

I/We have the authority to bind the Recipient.

The Recipient has executed this Agreement on the 12 day of October, 2023.²

*Recipient signature page for Housing Accelerator Fund Contribution Agreement
between CMHC and Recipient*

¹ This e-mail address is for receipt of written notices pursuant to Section 12.4 and other communication under this Agreement. Accordingly, the e-mail address should be the e-mail address designated by the Recipient for the receipt of such communications. It will be up to the Recipient to ensure this e-mail address is monitored for such purposes.

² Recipient to insert the date that it signs the Contribution Agreement.

SCHEDULE A
Approved Action Plan

Section A - Initiatives	
Initiative 1	01. Streamlined Operational Processes and Customer Support Services for Permitting
Start Date	2023-12-01
Completion Date	2025-12-09
Expected Results	750 estimated permitted units that the Initiative will incent.
Milestone 1	Creation and resourcing of program group.
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 2	Prioritization of permit workflow & approval process improvements
Start Date	2024-04-01
Completion Date	2024-09-28
Milestone 3	Implementation of 2 key (low complexity) improvements to permitting review workflow
Start Date	2024-09-28
Completion Date	2025-12-09
Initiative 2	02. Reduce upfront cost for permit application
Start Date	2023-08-23
Completion Date	2024-01-31
Expected Results	750 estimated permitted units that the Initiative will incent.
Milestone 1	Council approval of fee structure by-law
Start Date	2023-08-23
Completion Date	2023-08-23
Milestone 2	Update permit software and train staff
Start Date	2023-08-31
Completion Date	2023-10-31
Milestone 3	Awareness Campaign
Start Date	2023-08-23
Completion Date	2024-01-31

Initiative 3	03. Non-residential to residential conversion
Start Date	2023-07-03
Completion Date	2025-12-01
Expected Results	300 estimated permitted units that the Initiative will incent.
Milestone 1	Remove land use by-law barriers
Start Date	2023-09-01
Completion Date	2024-05-01
Milestone 2	Resourcing of program group
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 3	Refine Opportunities and Barriers
Start Date	2023-07-03
Completion Date	2024-07-30
Milestone 4	Awareness campaign
Start Date	2024-07-01
Completion Date	2025-07-30
Milestone 5	Pilot on opportunity parcels
Start Date	2024-04-01
Completion Date	2025-07-30
Milestone 6	Establish/implement funding program
Start Date	2023-12-01
Completion Date	2025-12-01
Initiative 4	04. Encourage development along bus rapid transit corridors
Start Date	2023-12-01
Completion Date	2025-09-30
Expected Results	200 estimated permitted units that the Initiative will incent.
Milestone 1	Creation and resourcing of program group
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 2	Engage with property owners along corridor

Start Date	2024-02-01
Completion Date	2024-06-29
Milestone 3	Develop and implement incentive program
Start Date	2024-04-01
Completion Date	2025-09-30
Initiative 5	05. Heritage development agreements
Start Date	2022-11-23
Completion Date	2024-06-29
Expected Results	150 estimated permitted units that the Initiative will incent.
Milestone 1	Implementation of Policy CH-7A
Start Date	2022-11-23
Completion Date	2022-11-23
Milestone 2	Creation and Resourcing of program group
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 3	Refine planning approval process
Start Date	2024-02-01
Completion Date	2024-06-29
Initiative 6	06. Encourage Small Scale Residential
Start Date	2023-12-01
Completion Date	2024-09-28
Expected Results	250 estimated permitted units that the Initiative will incent.
Milestone 1	Amend fees by-law
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 2	Creation and resourcing of program group
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 3	Establish entity for funding program
Start Date	2023-12-01

Completion Date	2024-05-01
Milestone 4	Establish framework for the funding program
Start Date	2024-04-01
Completion Date	2024-08-31
Milestone 5	Awareness Campaign
Start Date	2024-04-01
Completion Date	2024-09-28
Initiative 7	07. Pre-Approved Building Plans
Start Date	2023-12-01
Completion Date	2025-03-31
Expected Results	100 estimated permitted units that the Initiative will incent.
Milestone 1	Creation and resourcing of program group.
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 2	Establish partnership with local developers
Start Date	2024-04-01
Completion Date	2024-08-31
Milestone 3	Establish review process
Start Date	2024-08-01
Completion Date	2024-09-28
Milestone 4	Awareness campaign
Start Date	2024-09-03
Completion Date	2024-10-31
Milestone 5	Update land use by-law provisions
Start Date	2023-12-01
Completion Date	2024-12-31
Initiative 8	08. Expand Affordable Housing Grant Program
Start Date	2023-12-01
Completion Date	2025-03-01
Expected Results	50 estimated permitted units that the Initiative will incent.

Milestone 1	Creation and resourcing of program group.
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 2	Establish Best Practices
Start Date	2024-04-01
Completion Date	2024-07-30
Milestone 3	Engage with Stakeholders
Start Date	2024-04-01
Completion Date	2024-09-28
Milestone 4	Establish and Implement Framework of the Program
Start Date	2024-07-01
Completion Date	2024-11-30
Milestone 5	Awareness Campaign
Start Date	2024-10-01
Completion Date	2025-03-01
Initiative 9	09. Resource surplus land for affordable housing program
Start Date	2023-12-01
Completion Date	2024-12-01
Expected Results	50 estimated permitted units that the Initiative will incent.
Milestone 1	Creation and resourcing of program group.
Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 2	Establish Best Practices
Start Date	2024-04-01
Completion Date	2024-07-30
Milestone 3	Awareness Campaign
Start Date	2024-09-01
Completion Date	2024-12-01
Milestone 4	Engage with Stakeholders
Start Date	2024-07-01

Completion Date	2024-12-01
Milestone 5	Establish and Implement Framework of the Program
Start Date	2024-07-01
Completion Date	2024-12-01
Initiative 10	10. Housing Needs Assessment
Start Date	2023-12-01
Completion Date	2025-12-01
Expected Results	0 estimated permitted units that the Initiative will incent.
Milestone 1	Housing Needs Assessment
Start Date	2023-12-01
Completion Date	2025-12-01
Initiative 11	11. Regulatory Changes to Support Housing
Start Date	2023-10-01
Completion Date	2026-10-11
Expected Results	0 estimated permitted units that the Initiative will incent.
Milestone 1	Changes to the Halifax Regional Municipality Charter
Start Date	2023-10-01
Completion Date	2024-03-31
Milestone 2	Changes in the Centre Plan Area
Start Date	2023-10-01
Completion Date	2024-07-01
Milestone 3	Changes in the Suburban Area
Start Date	2023-12-01
Completion Date	2025-02-02
Milestone 4	Creation of Affordable Housing Strategy
Start Date	2023-10-11
Completion Date	2026-10-11
Section B – Targets	
i.The Recipient agrees to a Housing Supply Growth Target of 15,467 permitted housing units.	
ii.The Recipient agrees to the following Additional Targets:	

- 8,792 multi-unit housing units in close proximity to rapid transit
- 1,396 missing middle housing units
- 2,477 other multi-unit housing units
- 2.15 percent of the Housing Supply Growth Target are affordable units.

Section C - Housing Needs Assessment Report

Select one applicable statement.

The Recipient recently (within two years of the 2022 federal budget announcement (April 7, 2022)) completed a Housing Needs Assessment Report and there is a reoccurring scheduled review date included in the report. The Recipient requested that the Housing Needs Assessment Report requirement be waived. There is no requirement to complete or update a Housing Needs Assessment Report.

OR

The Recipient has recently (within two years of the 2022 federal budget announcement (April 7, 2022)) completed a Housing Needs Assessment Report, but it will need to be updated to include a reoccurring scheduled review date. The Recipient will add a reoccurring scheduled review date.

OR

The Recipient does not have a Housing Needs Assessment Report. The Recipient will complete one and include a reoccurring scheduled review date in the report.

SCHEDULE B

HAF Funding

Subject to compliance with the terms and conditions of this Agreement, the Recipient will be eligible for HAF Funding in the amount of \$ 79,309,000.00. HAF Funding will be disbursed in four separate advances as follows:

ADVANCES	CMHC FISCAL YEAR	AMOUNT
First Advance	2023/24 (Effective Date – March 31, 2024)	\$ 19,827,250.00
Second Advance	2024/25 (April 1, 2024 – March 31, 2025)	\$ 19,827,250.00
Third Advance	2025/26 (April 1, 2025 – March 31, 2026)	\$ 19,827,250.00
Fourth Advance	2026/27 (April 1, 2026 – March 31, 2027)	\$ 19,827,250.00

SCHEDULE A**Approved Action Plan**

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Completion Date	2024-06-29
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Start Date	2023-12-01
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Expected Results	250 estimated permitted units that the Initiative will incent.
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Completion Date	2024-05-01
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Start Date	2023-12-01
Completion Date	2024-05-01
Milestone 3	Establish framework for the funding program

Start Date	2024-07-15
Completion Date	2025-01-31
Milestone 4	Awareness Campaign
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