

Administrative Policy #2026-02

Affordable Housing Grant Policy

1.0 LEGISLATIVE AUTHORITY

This Affordable Housing Grant Policy derives its authority from Section 57(4) of the Municipal Government Act.

2.0 POLICY STATEMENT

The Town may, subject to budget approval and available funds, provide grants to encourage construction of affordable Missing-Middle Housing units within the boundaries of the Town of Digby.

3.0 PURPOSE

The purpose of this policy is to provide incentives for eligible property owners and developers to encourage them to develop affordable Missing-Middle Housing units within the Town of Digby

4.0 DEFINITIONS

- a) **“Affordable Housing Unit”** is housing that is adequate, suitable and where a household spends less than 30% of its pre-tax income on such unit based on the Province of Nova Scotia’s median household income.
- b) **“Affordable Housing Reserve”** means the Town of Digby’s reserve fund for the specific purpose of promoting affordable housing.
- c) **“Applicant”** means the individual or Developer submitting an application for financial support through the Affordable Housing Grant Program.
- d) **“CAO”** means the Chief Administrative Officer of the Town of Digby as appointed by Council.
- e) **“Developer”** means an owner, agency, occupant or any person, firm or company required to obtain or having obtained a development permit.

- f) **“Dwelling Unit”** means a complete building or self-contained portion of a building intended as a permanent residence.
- g) **“Eligibility Criteria”** means terms that specify who qualifies to receive support through the program and/or the actions necessary to qualify for the program prior to the receipt of funds.
- h) **“Land Use Bylaw”** means the Town of Digby Land Use Bylaw, as amended from time to time.
- i) **“Missing-Middle Housing”** means multi-unit or clustered housing types that are compatible in scale with single family homes but provide more housing options and diversity. i.e. – duplexes, triplexes, four-plexes, row houses, townhouses and low-rise apartment.
- j) **“New Residential Construction”** means a building containing dwelling units built for the primary purpose of residential use on previously vacant property.
- k) **“Program Agreement”** means a legal instrument documenting the terms and conditions under which an applicant receives funds through the program and specifying the obligations of the Applicant to repay all or part of the Grant if the terms of the Program Agreement are not met in full or in part.
- l) **“Program Review Officer”** means a designated person chosen by the CAO who represents the Town of Digby as part of the Administration department.
- m) **“Project Inspections”** means the periodic inspection by the Program Review Officer and/or appropriate Town staff member to determine an Applicant’s qualification for the Program, review project progress and to evaluate a completed project with respect to the Program Agreement.
- n) **“Reimbursement Agreement”** means an agreement between the Town and the Applicant specifying the obligations of the Applicant to repay all or part of the grant if the terms of the Program Agreement are not met in full or in part.
- o) **“Residential Property”** means a property identified for residential uses as defined in the Town’s Land Use Bylaw.
- p) **“Secondary Suite”** means a single unit dwelling accessory to the main residential use, either attached or located within the main residential dwelling or located within an accessory structure, often referred to as an in-law suite, basement apartment, or backyard suite.
- q) **“Town”** means the Town of Digby.

5.0 ROLES AND RESPONSIBILITIES

- a) The Program Review Officer shall expend the funds contained in the Affordable Housing Reserve for Affordable Housing Grants in accordance with the provisions contained in this policy.
- b) Council may choose to fund and/or eliminate any or all of the Grants at any time.
- c) The provision of Grants are based on an objective evaluation of submitted applications, which are reviewed by the Program Review Officer and that meet the eligibility criteria set out by this policy.
- d) Applications will be reviewed by the Program Review Officer for completeness, dialogue around missing or clarity of information, compliance review and possible pre-inspections prior to being considered for final approval.
- e) Where an applicant is found to be in violation or in contravention of any Town bylaws, is subject to any outstanding work orders or any other enforcement procedures of the Town or any other governmental authority, the application may not be accepted, may be refused, deemed ineligible, or any pending grant disbursements as well as the Program Agreement may be cancelled.

6.0 ELIGIBILITY FOR CONSIDERATION FOR AFFORDABLE HOUSING GRANT

- a) To be eligible for consideration for an Affordable Housing Grant under this Policy, the Applicant must have a valid Building and Development Permit issued between 2025 and 2027.
- b) The Building and Development Permits referenced in Subsection (a), are required to be for Affordable Housing Units that fall into one of these categories:
 - a) Construction of new Missing-Middle Housing Units,
 - b) Conversion of non-residential buildings into a minimum of 2 Affordable Housing Units,
 - c) Installation of a new Secondary Suite.
- c) Where an Applicant is found to be in violation or contravention to any Municipal By-law or is subject to any outstanding work orders or any other enforcement procedures of the Municipality or any other governmental authority, the application may be refused, or pending grant disbursements as well as the Program Agreement may be cancelled.
- d) Projects must be located within Town of Digby's Limits and in accordance with the Land Use Bylaws.
- e) Projects will not be considered if used as short-term rentals or per-night rentals.
- f) Grants shall be applied to construction costs (e.g., building materials, labor), as well as onsite infrastructure costs where applicable (e.g., sewer, water).

7.0 GRANTING ALLOCATIONS

- a) Applications will be accepted on a first come basis until the funds in the Affordable Housing Reserve have been awarded.
- b) A baseline funding amount may be approved up to \$7,500 per Affordable Housing Unit. Additional funding may be considered at the sole discretion of the CAO Program Review Officer and final funds granted will reflect the number of Affordable Housing Units, community benefit of mixed market units, and overall project type.
- c) Grants may be combined with other government funding sources.
- d) The municipal grant may cover up to a maximum of 50% of the total project construction costs.
- e) Successful applicants will be required to enter into and abide by a binding Program Agreement.
- f) The Program Agreement must be signed and returned to the Town by the applicant within thirty (30) working days of notification of approval. Extensions may be considered for larger developments. Information in support of a request for an extension must be submitted in writing to the Town in advance of the thirty (30) working day deadline.
- g) Grant funding will only be provided as a one-time lump sum payment as per the Program Agreement once an approved occupancy permit has been received. Occupancy permits must be acquired within two (2) years from the permit issue date.
- h) Should an Affordable Housing Grant expire, the funds allocated to the project will revert to the Affordable Housing Reserve and the next eligible project will be evaluated.
- i) Funding is subject to availability. Applications will be held in a queue and processed in chronological order of their submission date if additional funds become available.
- j) Due to limited funds, not all eligible applications may receive funding.

8.0 GRANT APPLICATION REQUIREMENTS

Applications submitted under the Program must include the following submittals:

- a) A completed application form (Appendix A)
- b) Copy of Approved Building and Development Permits
- c) Summary of Project including
 - Approved building plans
 - Project cost breakdown
 - Drawings of dwelling location on property
 - Estimated start and completion date for project
- d) Written permission from the property owner if the applicant is applying on their behalf
- e) All contractors performing work on the project must be licensed by the Province of Nova Scotia and possess a valid business license. They must also carry liability insurance no less than 2 million dollars.

9.0 GRANT APPLICATION REVIEW

- a) Applicants are encouraged to consult with the Program Review Officer prior to submitting an application. These consultations are for information only and in no way obligate the Town to approve the final submission from applicants.
- b) Completed applications shall be submitted to the Program Review Officer.
- c) The Program Review Officer shall acknowledge receipt of the application and record the Application date.
- d) Grant applications can be submitted throughout the calendar year and are reviewed in the order in which they are received.
- e) All completed applications shall be reviewed by the Program Review Officer for omissions, clarification and compliance with the program parameters.
- f) The Program Review Officer will recommend to the CAO for approval, modification or refusal regarding the decision to enter into a Program Agreement regarding any application.
- g) The Program Review Officer will determine whether an application is in compliance with this policy.
- h) The Program Review Officer or designate will determine the eligibility of costs/expense and the allocation of funds depending on the nature and scope of the project, relative to this policy.
- i) Approvals are based on eligibility criteria +and each applications alignment with this policy.
- j) There is no method or right of appeal for the decision of the Program Review Officer.

10.0 FUNDING DISQUALIFICATION.

The following provisions apply to all applications and contribution agreements.

- a) Applicants found to have falsified documents and/or reports or submit information that is false or misleading shall immediately reimburse the Town for any funds received from a Grant.
- b) Projects which are not completed within the timelines of each Project Agreement risk loss of grant allocation and cancellation of the Program Agreement.
- c) Applicants found to have breached any condition contained in the decision to grant an extension may risk loss of grant allocation and cancellation of the Program Agreement.
- d) A written decision to cancel the grant allocation and/or Program Agreement must be provided to the Applicant and must include reasons for the cancellation and identify the project in which the cancellation applies to.

11.0 MUNICIPAL CONTROL

- a) Council may choose to eliminate the Grant Program at any time.
- b) The delivery of grant funding is subject to the terms of each Project Agreement.

- c) The submission of an application does not commit the Town to enter into a Project Agreement.
- d) The acceptance of an application does not constitute approval or that a Project Agreement will be entered into by the Town.

12.0 ADMINISTRATION OF POLICY

The CAO is responsible for maintaining the policy. The Policy must be reviewed by the Policy Committee on a 3-year basis and changes approved by motion of the Town.

13.0 RELATED POLICIES

Land Use Bylaw

Municipal Planning Strategy

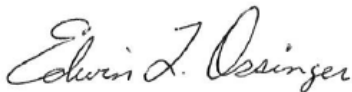
Clerk's Annotation for Official Policy Book

Date of Notice: February 17, 2026

Date of Adoption: March 2, 2026

Policy Effective Date: March 3, 2026

I certify that this **Affordable Housing Grant Policy** was adopted by Council as indicated above.



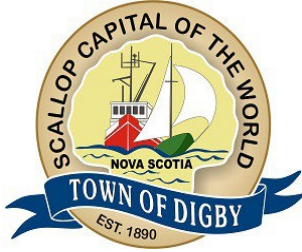
March 4, 2026

Town Clerk:

Date:

Appendix A

AFFORDABLE HOUSING GRANT APPLICATION



Applicant Information

Full Name: _____

Mailing Address: _____

Email: _____ Phone: _____

Property Owner Information

Full Name: _____

Mailing Address: _____

Email: _____ Phone: _____

PROJECT INFORMATION

I am applying for the Affordable Housing Grant under the following category:

- Construction of new Missing-Middle Housing Units,
- Conversion of non-residential buildings into a minimum of 2 Affordable Housing Units,
- Installation of a new Secondary Suite.

Are you the current property owner? Yes No

If **NO** written permission from the property owner is required to apply on their behalf

Attachments included:

- Copy of Approved Building and Development Permits
- Summary of Project including
 - Approved building plans
 - Project cost breakdown
 - Drawings of dwelling location on property
 - Estimated start and completion date for project

Written permission from the property owner if the applicant is applying on their behalf

The Program Review Officer may request additional information to verify that the Applicant possesses the resources to complete the project as outlined (this can include but is not limited to a list of similar projects completed, financial statements, letter of credit, etc.)

I/We _____ (name) certify that:

1. The information contained in this application and attached documentation is true to the best of my knowledge.
2. If the owner is a corporation, or individual(s) other than myself, I have been authorized to sign on their behalf.
3. I understand that this is an application and does not guarantee funds will be issued until final approval of this application has been made.

Applicant Signature: _____ Date: _____

COLLECTION OF PERSONAL INFORMATION NOTICE

Collection of Personal information via this form is authorized under the Access to Information and Protection of Privacy Act, 2015 and is needed to process your Permit Application. Questions about the collection and use of the information may be directed to the Town of Digby Administration at Townhall@digby.ca

Completed Applications can be submitted to the Town as follows:

By email: housing@digby.ca

By mail/in person: Town of Digby
147 First Ave,
Digby, NS
B0V 1A0

Appendix B

AFFORDABLE HOUSING GRANT CONTRIBUTION AGREEMENT

This **AGREEMENT** made this _____ day of _____, 20_____

Between

The **TOWN OF DIGBY**, a body corporate and politic in and for the Province of Nova Scotia hereinafter called the "**TOWN**"

-and-

(Property Owners Name), a property owner duly registered on the assessment roll of the Town, hereinafter referred to as the "**Property Owner**"

WHEREAS, The Town has established the Affordable Housing Grant Policy, herein referred to as the "Policy," to increase the number of Affordable Housing Dwelling Units within the Municipality;

AND WHEREAS, the Property Owner has applied for an Affordable Housing Grant under the provisions of the Policy for the purpose of (Describe Purpose);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Property Information**

Name of registered Property Owner:
Address of Property:
Property Identification Number (PID):
Mailing Address of Owner:
Name of Agreement Recipient:
Mailing Address of Recipient:

2. **Term of Agreement**

The term of this Agreement shall commence on the date of execution and shall continue for a period of 3 years.

3. **Definition of Affordable Housing Unit**

For the purposes of this Agreement, the Property Owner agrees that "Affordable Housing Unit" shall mean housing that is adequate, suitable and where a household spends less than 30% of its pre-tax income on such unit based on the Province of Nova Scotia's median household income.

4. **Grant Amount**

The Town agrees to provide an Affordable Housing Grant to the Property Owner in the amount of \$(Amount) for (Number) Affordable Housing Units. Funds will be provided as a one-time lump sum payment once an approved unconditional occupancy permit has been received.

Notice shall be deemed to have been received on the day of the personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00pm and otherwise on the next business day. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

12. Entire Agreement

This Agreement and the Schedule attached to it constitute the entire Agreement between the parties and there are no Agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

13. Municipal Government Act

Nothing in this Agreement limits or fetters the Town of Digby in exercising its statutory jurisdiction under the Municipal Government Act, or under any other legislative authority or By-law and in the event that the Town of Digby decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Town of Digby is not in any manner affected or limited by reason of the Town of Digby entering into this Agreement.

14. Governing Law

This Agreement will be exclusively governed, construed, and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

15. Waiver and Consent

No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

- a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;
- b) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;
- c) constitute a general waiver under this Agreement, or
- d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(Signature)

(Signature)

(Print Name) Property Owner

(Print Name) CAO Town of Digby

(Date)

(Date)