

## **Housing Accelerator Fund Rental Housing Grant – Construction of New Housing Units (hereinafter referred to as the “Program”)**

### **1. Program Overview/Purpose**

The goal of the Housing Accelerator Fund Rental Housing Grant Program is to increase the supply of rental housing using incentives during the Housing Accelerator Fund (HAF) funding period (2024-2026). Both non-profit and private sector developers as defined below are eligible for funding under the Program subject to Program guidelines. Projects developed under this Program will promote the “missing middle” housing forms. Incentives are aligned with the City of Fredericton’s (the “City”) Imagine Fredericton - Municipal Plan with funding prioritized to the Urban Core (City Centre, North and South Core) and New Neighbourhoods. Development in certain areas outside the identified growth areas will also be considered. Projects located in the Urban Core include a focus on the development of affordable housing.

### **2. Application**

The Program applies to new developments creating additional lower end of market housing and/or affordable housing units. The Director of Planning and Development, or designate thereof, is solely responsible for administering this Program including approving projects receiving funding and determining the grant amounts for each successful project.

### **3. Definitions**

**Affordable Rental Housing Program (ARHP)** means the program administered by Housing NB to provide capital grant funding towards the creation of new housing units for low- and moderate-income households in New Brunswick.

**Affordable Rental Housing** means basic affordable housing units that would, at a minimum, rent at or below the median market housing rents, as published by Canada Mortgage and Housing Corporation (CMHC) in the annual Rental Market Report, for a dwelling unit of the same type in the community.

**Below Market/Lower End of Market Housing** means housing that addresses a critical gap in Fredericton’s rental market by providing homes for moderate-income renters who may not qualify for subsidized housing but find new market rentals too expensive. The project must create basic affordable housing units that would, at a minimum, rent at the median market housing rents, for new construction, as published by the CMHC in the annual Rental Market Report, for a dwelling unit of the same type in the community.

**CMHC/Federal Funding Programs** means programs offered by CMHC under the National Housing Strategy which includes, but is not limited to, the National Housing Co-Investment Fund and the Apartment Construction Loan Program (previously known as RCFI).

**Missing Middle Housing** means ground oriented housing types that includes duplexes, fourplexes, row housing, courtyard housing and low-rise apartments (4 storeys or less).

**Non-Profit Developer** means a charitable, or non-profit organization or corporation, or housing cooperative, where no part of the income is payable to, or otherwise available for, the personal benefit of any proprietor, member, or shareholder.

**Other Multi-Unit Housing** means all multi-unit housing excluding missing – middle housing.

**Private Sector Developer** means any developer or person that provides housing that does not fit within the definition of a Non-Profit Developer.

**Urban Core** means the City Centre, North and South Core as defined in the Municipal Plan.

**New Neighbourhoods** means the areas identified in the Municipal Plan to accommodate growth.

See Neighbourhood Map in Appendix B.

**4. Available Grant Amount**

Per Unit Incentives					
	Base Amount	Urban Core/ Growth Node	3+ Bedrooms	Accessibility/ Inclusion	Total Potential Per Unit Incentive
Non-Profit Developer	\$20,000	\$ 5,000	\$ 10,000	\$ 5,000	\$40,000
Private Developer	\$10,000	\$ 5,000	\$ 10,000	\$ 5,000	\$30,000
<b>Maximum base amount funding per project is 20 units. Maximum bonus funding per project is 10 units.</b>					
Non-Profit	\$ 600,000				
Private Developer	\$ 400,000				

Accessible/Inclusion bonus will apply for Applicants who include units for those with physical and other disabilities including intellectual disabilities.

Grants under this program may in some cases be combined with other City of Fredericton housing grant programs. Please contact [housing@fredericton.ca](mailto:housing@fredericton.ca) for additional details.

**Base amount funding for a maximum of 20 units per application is available. Bonus funding (e.g., Urban Core/Growth Node, 3+ Bedrooms, Accessibility/Inclusion) for a maximum of 10 units per project is available.**

As per CMHC requirements for the HAF program, contributions from the City from HAF funds can be used in conjunction with other CMHC or federal government programs such as the Co-Investment Fund.

**5. Eligibility Requirements**

- Projects must be located in the City of Fredericton but projects within the Urban Core (City Centre, North and South Core) and the New Neighbourhoods will be prioritized.
- Projects must be connected to municipal water and sanitary sewer services.
- This Program prioritizes projects that are shovel ready but acknowledges that applicants must often seek funding commitments early in the project development process.
- Mixed use and mixed income housing projects will receive bonus points in the evaluation process.
- Projects must create net new rental units; renovations of existing rental units are not eligible.
- Projects must be a minimum of four (4) units.
- Projects must offer long term tenancies – more than six (6) months.
- Student apartment-style housing will be considered – units must be self-contained with kitchen, living space and private bathrooms.
- Applicants must be the owner of the land; have an agreement of purchase and sale or have entered into a long-term land lease agreement (greater than twenty (20) years).
- Multi-tenant projects targeting vulnerable populations must include a plan detailing the wrap-around services to be offered in the building along with written commitment from other government agencies of funding and other resources required to provide the services.

- The proposed project must comply By-law No. Z-6, A By-law to Adopt a Municipal Plan for the City of Fredericton, as amended, and By-law No. Z-5, A Zoning By-law for the City of Fredericton, as amended.
- The Applicant must provide proof of sufficient funding to construct the project.
- Only developments that have applied for a building permit after the December 12, 2023 signing of the Housing Accelerator Fund Contribution Agreement between CMHC and the City of Fredericton are eligible for grants.
- If a building permit is not submitted with the application, the proponent must participate in a pre-application meeting with the City of Fredericton and obtain a building permit by September 30, 2026.
- The Applicant must complete the project's foundation by December 31, 2026.
- Units must maintain affordability, defined as Affordable Rental Housing and Below Market as defined in this Program above for the minimum period of twenty (20) years.

Ineligible projects include:

- Secondary suites including Accessory Dwelling Units (ADUs)
- Hostel & Rooming Houses
- Shelters
- Projects that are fully funded (100%) by other government agencies or entities
- Special Care Homes
- Nursing Homes
- Single Room Occupancy Dwellings
- Single Family Homes
- Student dormitory housing with shared amenities
- Short Term Rentals

## **6. Eligible Expenditures**

The following expenditures are eligible:

- Construction costs, materials including building and site works
- Construction costs, labour
- Consultant fees for professional services
- Shared amenity costs such as appliances for shared laundry facilities or appliances and equipment for shared community spaces

## **7. Ineligible Costs**

The following costs are ineligible:

- furnishings and in-unit appliances
- costs associated with the preparation and submission of the application
- costs related to the execution of the Grant Agreement
- Fees/costs specifically covered through other government grants or forgivable loan programs (e.g., Proposal Development Funding) shall not be eligible for a grant under this Program.

## **8. Application Process/Submission Requirements**

An Application Form, in the form attached hereto as Appendix A, must be completed and submitted **prior to** the commencement of any work. Section 2 of the Application Form provides details of which documents must also be attached to the signed Application Form.

## 9. Project Evaluation

A committee will evaluate each Grant application. The committee will be comprised of the following:

- Director of Planning and Development or delegate
- City Treasurer or delegate
- Affordable Housing Development Coordinator, Chair

The Committee's role is to confirm eligibility of each project and evaluate the project based on the following criteria.

- History of successful management of existing housing units
- The number of affordable housing units
- Number of lower end of market or below market units
- Project location – located within the Urban Core or the New Neighbourhoods
- Proximity to amenities – transit, grocery stores, parks, childcare, healthcare etc.
- Application includes a building permit submission
- Letter of commitment from Federal and/or Provincial Partners if applicable
- Number of three (3) bedroom, or more, units
- Accessibility/Inclusion – number of units allocated and confirmation of community supports where applicable
- Commitment to affordability, as described in this Program above, for a minimum of twenty (20) years.
- Mixed use and mixed income housing projects will receive bonus points in the evaluation process.

All applications received by the deadline will be reviewed, evaluated, and ranked based on the criteria above, with priority given to non-profit and co-operative housing developers. Only top-ranking projects that obtain a building permit by September 30, 2026 will be approved for funding.

If the Application is not approved, the Affordable Housing Development Coordinator will provide a letter of explanation.

If the request is approved, the Affordable Housing Development Coordinator will notify Applicants and provide a form of Grant Agreement, and other requirements to be satisfied by the Applicant, within thirty (30) days of September 30, 2026.

Successful Applicants must enter into a Grant Agreement with the City of Fredericton in the form of Appendix C (the "Grant Agreement"). The Grant Agreement sets out the terms and conditions of the Grant which include the grant amount, eligible expenses and reporting requirements. Successful applicants must also agree to ensure that if they sell the property, they will secure the commitment to affordability as required by the Program from the purchaser for any remainder of the original minimum period of twenty (20) years.

When multiple applications are received, funding will be committed to projects that score the highest number of points according to the evaluation criteria and that obtain a building permit by September 30, 2026. Eligible projects that were not selected during the first cycle may reapply. Eligible projects that were previously awarded base amount funding for a maximum of 10 units may apply for additional funding up to a maximum base amount funding of 20 units if the Applicant has not yet received a building permit.

Grant funding is dependent on the receipt of federal funding from the HAF and grants will be available until HAF funding is depleted. The grant may be cancelled at the sole and absolute discretion of the Director of Planning and Development where the HAF funding is depleted or revoked.

## **10. Disbursement Process**

- All payments will be made by direct deposit only.
- Grants under the program are disbursed as follows:
  - Fifty percent (50%) once the foundation is complete and confirmation is received that the project is under construction; and
  - Fifty percent (50%) once the project is completed and a final building inspection by the City of Fredericton is completed, the results of which being acceptable to the City; Satisfaction of all conditions under the Grant Agreement is required prior to the disbursement of any remaining funds.
  - Notwithstanding the above, disbursements of funds may be provided prior to project completion should special circumstances arise. A business case must be prepared and submitted to the Director, Planning and Development for consideration.
- Successful applicants must allow City of Fredericton staff access to the site upon completion of the project to conduct a final inspection prior to the disbursement of any remaining funds.
- Successful applicants must provide the following documents to the City of Fredericton Planning Department:
  - Any other documentation indicated in the letter of confirmation; and
  - Current rent roll, confirming units are occupied consistent with funding provided as detailed in the letter of confirmation. Fulfillment of the bonus criteria which was applied for may be audited by the City of Fredericton upon project completion.

Should the Applicant not obtain a building permit by September 30, 2026, or complete the project's foundation by December 31, 2026, or not reach completion/occupancy within two (2) years of receiving a building permit, the grant will expire and be rescinded. Any funds committed to the project will be reallocated to other projects unless there are extenuating circumstances acceptable to the Director of Planning and Development.

Grants will not be disbursed if the Applicant has property tax arrears or water/sewer arrears with the City or if the project is in violation of City of Fredericton by-laws.

This Program expires upon the disbursement of all HAF funds.

## **11. Monitoring**

Applicants who have not partnered with Housing NB for the construction of affordable housing units must provide an annual attestation confirming affordability of the units that received grant funding.

The City of Fredericton reserves the right, upon reasonable request, to require the Applicant to provide an up-to-date rent-roll to confirm units are occupied consistent with funding application accepted under the Program.

The Applicant shall ensure that it identifies to all tenants, and obtains their consent, that their personal information may be shared with the City, and may be shared by the City with CMHC, for the purpose of verifying compliance with the Program requirements. The City may demand production of such consent from the Applicant at any time.

The City reserves the right to verify information provided by the Applicant.

## **12. Contact Information**

Affordable Housing Development Coordinator  
housing@fredericton.ca

**Appendix A**

**Housing Accelerator Rental Housing Grants Program – Construction of New Housing Units**

**Application Form**

**Note:** All sections must be completed, and all required documents attached before the application can be reviewed. The application should be sent to [housing@fredericton.ca](mailto:housing@fredericton.ca)

**SECTION 1 – Applicant Information**

Civic Address of the Project \_\_\_\_\_

Property ID (PID): \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Person authorized to legal bind / sign documents on behalf of the entity: \_\_\_\_\_

Charitable Registration No. (if applicable): \_\_\_\_\_

Organization Type:             Non-profit organization  
    Other incorporated entity

Non-profit organization/private developer: \_\_\_\_\_

Are you the legal owner of the property?  Yes  No –Please indicate the legal owner’s contact information below

Owner: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**TO BE COMPLETED BY THE PROPERTY OWNER**

Are you currently in good standing with the City of Fredericton, meaning you have no unpaid taxes, water/sewage fees or outstanding property related by-law violations?  Yes  No

\_\_\_\_\_  
Owner's Printed Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
DD/MM/YYYY

**SECTION 2 – Documents to attach:**

**The following documents must be attached to your signed Application Form:**

- a. Cover letter
- b. A description outlining the experience of the Applicant in the operation and property management of housing developments including:
  - i. Number of years of management experience
  - ii. Existing properties owned and managed by the Applicant including the name and address of each property and the number of units
- c. Description of the proposed development.
- d. Proposed rental rates.
- e. Project schedule.
- f. Target market – e.g., singles, families, seniors for the number of units allocated to each and a full description of any wrap around services provided.
- g. A copy of the long-term land lease agreement or land deed for the property on which the Project will be situated. Lease terms must be for a period greater than the term of any mortgage - a minimum of twenty (20) years not including any right of renewal periods. Applicants must have a registered interest in the property identified in the application based on the Service NB Property Identifier Number (PID); or an agreement of purchase and sale.
- h. Confirmation of funding from federal and/or provincial housing programs, if applicable.
- i. Confirmation that any additional funding required beyond confirmed government sources is available to complete the project. Letters of commitment from a Canadian Financial Institution attached where appropriate.
- j. Confirmation of the total number of units in the project and the number of affordable housing and lower end of market units and any commercial components.

**NON-PROFIT AND CHARITABLE ORGANIZATIONS MUST ALSO ATTACH:**

- k. A copy of your letters patent or other incorporating documents.
- l. Resolution of the Board of Directors authorizing the Project.
- m. List of Board of Directors.
- n. Five (5) years of audited financial statements.

**SIGNATURES**

By signing below, I certify that all the information on, and included with, this Application Form is truthful and accurate.

Dated at the City of Fredericton this \_\_\_\_\_ (day) of \_\_\_\_\_ (month),  
\_\_\_\_\_ (year).

\_\_\_\_\_  
Name of Owner or Authorized Agent

\_\_\_\_\_  
Title

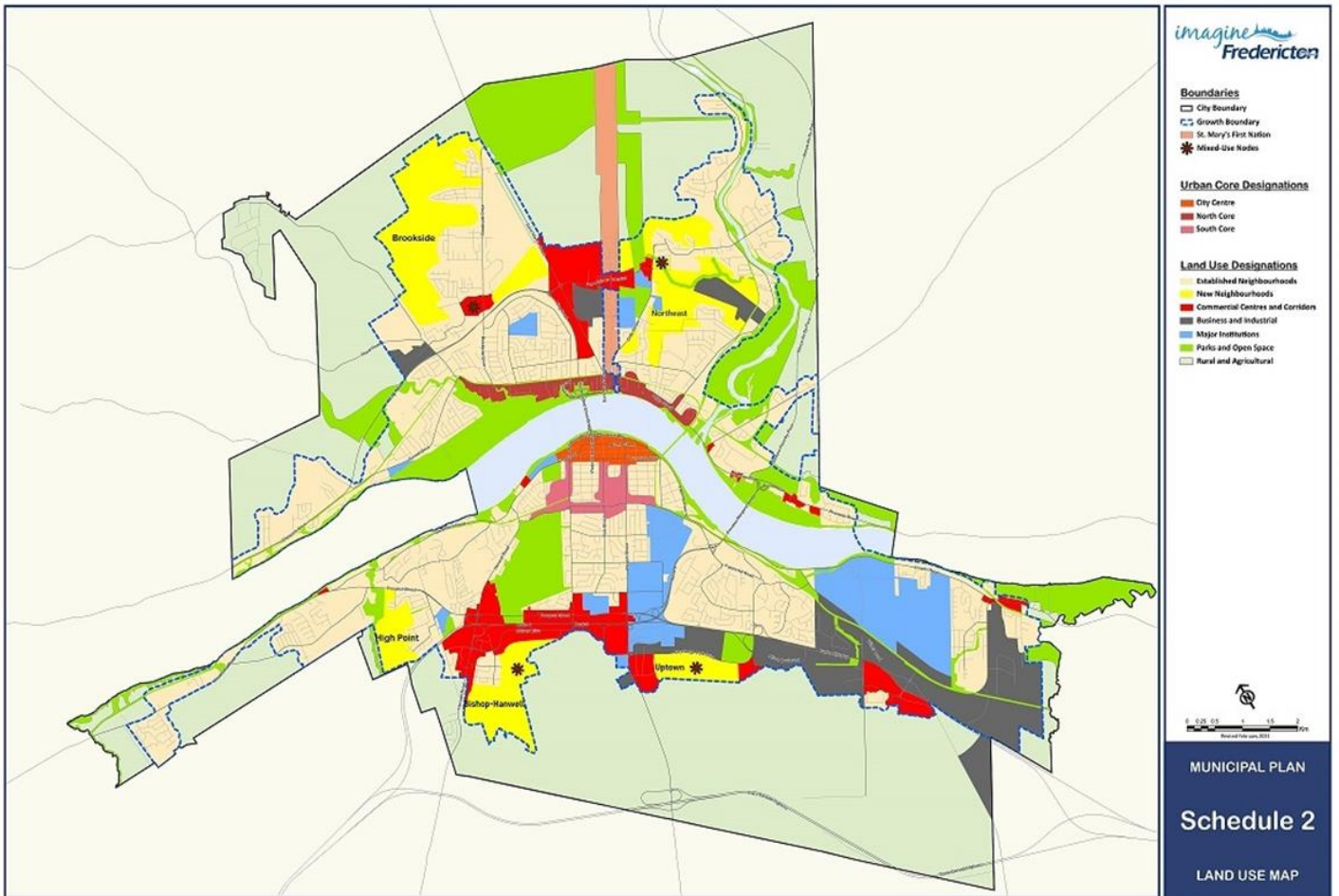
\_\_\_\_\_  
Signature of Owner or Authorized Agent

I have the authority to sign on behalf of the organization named below.

\_\_\_\_\_  
Name of organization

**Submit the completed application form and attachments via email to: [housing@fredericton.ca](mailto:housing@fredericton.ca)**

# Appendix B



**Appendix C**

**HAF Rental Housing Grant – Construction of New Housing Units**

**THIS GRANT AGREEMENT** made in duplicate as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**THE CITY OF FREDERICTON**, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called the “Local Government”)

OF THE FIRST PART

**AND**

\_\_\_\_\_ an \_\_\_\_\_ corporation under the Act, , with an office at Street, Fredericton, New Brunswick, E3\_ , hereinafter called the “Developer”)

OF THE SECOND PART

(each a “Party”, collectively the “Parties”)

**WHEREAS** the Local Government supports the non-profit sector in the development of new affordable housing units through its Affordable Housing Strategy and the Housing Accelerator Fund initiatives and acknowledges the need for additional financial support for the sector;

**AND WHEREAS** the Local Government entered into a Housing Accelerator Fund Contribution Agreement with Canada Mortgage and Housing Corporation (“CMHC”) and then subsequently established the Housing Accelerator Fund Rental Housing Grant – Construction of New Housing Units (“Rental Housing Grant Program”) to support the development of affordable housing in the City of Fredericton;

**AND WHEREAS** the Developer has applied for a grant under the Rental Housing Grant Program and the application meets the eligibility requirements for the said program;

**AND WHEREAS** the Rental Housing Grant Program requires that a developer who meets the eligibility requirements sign a grant agreement in order to receive the grants contemplated under the Rental Housing Grant Program;

**NOW THEREFORE** in consideration of the terms and conditions and mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Local Government and the Developer agree as follows:

**1. TERM**

1.1 This Agreement will be effective commencing on the date of the last signature below (“Effective Date”) and shall end on the date which is twenty (20) years from the Effective Date (“Term”), unless terminated earlier in accordance with the provisions of this Agreement.

## 2. GRANT

- 2.1 Subject to the terms and conditions of this Agreement, the Local Government is providing a funding grant to the Developer under the Rental Housing Grant Program for the sole purpose of increasing the supply of rental housing using incentives during the Housing Accelerator Fund funding period for the years 2024 to 2026 for projects related to the promotion of the “missing middle” housing forms within the City of Fredericton.
- 2.2 The Local Government established the Housing Accelerator Fund Rental Housing Grant – Construction of New Housing Units on March 25, 2024 and adopted revisions on November 24, 2025.
- 2.3 The Parties agree that the application submitted by the Developer and attached hereto as Schedule “A”, together with all supporting documents attached hereto, shall collectively describe the project (the “Project”) for which the Grant is awarded.
- 2.4 The Local Government shall, pursuant to the terms and conditions identified herein, pay the Developer a grant in the amount of \$\_\_\_\_\_ (the “Grant”) in two payments. The first payment, being fifty percent (50%), will be paid by the Local Government once the foundation is complete and confirmation is received by the Local Government that the Project is under construction. The second payment, being fifty percent (50%) will be paid by the Local Government when the following three conditions have been met: (1) the Project is complete, (2) a final building inspection has been done by the Local Government and a passed final building inspection has been rendered by the Local Government, and (3) all conditions under the Program and Grant Agreement have been met, to the sole and exclusive determination of the Local Government.
- 2.5 Notwithstanding the Local Government’s obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to the Local Government for the project or program in relation to which the Grant is being provided. The Local Government may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or Rental Housing Grant Program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. The Local Government will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.
- 2.6 The Local Government’s obligation to pay the Grant to the Developer is also conditional upon:
- (i) if applicable, the Local Government completing a final inspection confirming that the Program eligibility criteria have been met;
  - (ii) the Project being completed in compliance with all Local Government by-laws and terms and conditions of any Local Government permit(s);
  - (iii) the Local Government receiving from the Developer a full account of all funds spent that confirms the Rental Housing Grant Program eligibility criteria has been met; and

- (iv) the availability of sufficient financial resources in the Local Government's annual budget.

### 3. ACKNOWLEDGMENTS

- 3.1 The Parties acknowledge and agree that nothing in this Agreement will fetter the discretion of the Local Government's elected council as to future decisions by the elected council.
- 3.2 The Local Government and the Developer acknowledge and agree that the Local Government may, in its sole and absolute discretion, amend or cancel the Rental Housing Grant Program at any time, and that funding provided to the Rental Housing Grant Program by the Local Government may change in future years or be cancelled altogether.
- 3.3 Accordingly, the Local Government and the Developer also acknowledge and agree that Grant funding outside of the first year could be reduced or not applicable at all depending on the resources that the Local Government's City Council decides to allocate in its annual budget. Should this occur, the Developer acknowledges and agrees that it shall have no legal recourse against the Local Government.
- 3.4 Prior to the payment of any Grant contemplated in this Agreement and identified in the Program, the Local Government has the right to withhold payment should it be determined that the property taxes and/or water and sewerage fees for the Project's property have not been paid in full.
- 3.5 Prior to the payment of any Grant contemplated in this Agreement, and at any time during the Term, the Local Government may require an audit of required supporting documentation submitted with the application to ensure its validity and to confirm that the developer continues to meet the affordability requirements under this Agreement, at the Developer's sole expense.
- 3.6 The Developer acknowledges and agrees that (i) the Developer shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, the Local Government shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by the Local Government; and (iii) the Local Government shall not be responsible in any way whatsoever for the Project or any element thereof.
- 3.7 The Developer consents and agrees that the Local Government may collect and disclose any and all of its information, and any and all information from any third party they engage with respect to the Project, including personal information to the extent necessary, to CMHC. The Developer shall also provide proof of their consent upon request from the Local Government.
- 3.8 The Developer acknowledges that information and documents provided to the Local Government may be subject to release under the *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6, as amended.
- 3.9 The Parties acknowledge that CMHC may wish, at its direction, to participate in any public communications related to this Agreement, Rental Housing Grant Program or Project, and if requested by CMHC, the Developer shall publicly acknowledge CMHC's and the Government of Canada's Housing Accelerator Fund funding in a manner acceptable to CMHC, acting reasonably.

#### **4. OBLIGATIONS OF THE DEVELOPER**

- 4.1 The Developer must complete the Project, for which they are receiving the Grant as outlined under Section 2.3.
- 4.2 The Developer covenants and agrees that it shall maintain the number of affordable housing units (as described in the Program) set out in the Project description for a period of not less than twenty (20) years.
- 4.3 Unless the Local Government shall otherwise agree in writing, the Developer covenants and agrees that it:
- (i) shall comply with the Rental Housing Grant Program eligibility requirements and shall only use the Grant funding for the Project;
  - (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;
  - (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
  - (iv) shall maintain industry standard insurance coverage which shall include general liability insurance;
  - (v) shall not make any material change to the Project or in the nature or scope of its legal status; and
  - (vi) in the event the Developer decides to sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by the Local Government in writing, the Developer shall obtain agreement from such party to whom the Developer wishes to sell, assign, transfer, lease, exchange or otherwise dispose such real or personal property (such party being hereinafter referred to as a "Purchaser") that such Purchaser shall also accept assignment of the Developer's twenty (20) year commitment for affordable housing to the Local Government under this Agreement and the Program.
- 4.4 The Developer shall provide the Local Government the following information, in form and content satisfactory to the Local Government:
- (i) prompt notice of any proposed change in the nature or scope of its legal status;
  - (ii) prompt notice of any sale of the Project, together with evidence of compliance with section 4.3(vi) above;
  - (iii) an annual attestation with a then current rent roll, certified by the Developer, within thirty (30) days of the Local Government making such requests to confirm affordability of such designated units;

- (iv) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Developer to perform its obligations under the Agreement or the Project or any of the Developer's other obligations that are material to the Developer;
- (v) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as the Local Government may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Developer to perform its obligations under the Agreement or in respect of the Project or any of the Developer's other obligations that are material to the Developer;
- (vi) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and
- (vii) such other information as the Local Government may request from the Developer.

## 5. REPRESENTATIONS AND WARRANTIES

5.1 The Developer represents and warrants that:

- (i) it is duly established as a charitable or non-profit organization or other incorporated entity under the laws of the Province of New Brunswick and has the legal power and authority to enter into, and perform its obligations under, this Agreement and the Program;  
 [OR it is duly established as a Corporation under the laws of the Province of New Brunswick and has the legal power and authority to enter into, and perform its obligations under, this Agreement and the Program (to be revised as appropriate by the Affordable Housing Development Coordinator for the Local Government)];
- (ii) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
- (iii) neither the making of this Agreement nor the compliance with its terms and the terms of the Program will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Developer is a party or by which it is bound, or violate any of the terms or provisions of the Developer's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Developer;
- (iv) it is not subject to any restructuring order under any applicable statutory authority; and
- (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Developer is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Program or this Agreement.

## **6. TERMINATION**

6.1 The Local Government may terminate this Agreement:

- (i) if the Developer breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of ten (10) business days' written notice from the Local Government of such breach or, with respect to a breach that cannot be remedied within the ten (10) business day period, such longer period of time as the Local Government may reasonably provide the Developer to remedy the breach, provided the Developer has commenced to remedy the breach within the ten (10) business day period and is actively and diligently taking appropriate measures to remedy the breach;
- (ii) if, in the Local Government's sole and absolute discretion, the Project cannot be completed as initially presented;
- (iii) if control and charge over the administration of all the affairs of the Developer are vested in any person other than the Developer;
- (iv) if the Developer becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Developer; and
- (v) if the Local Government fails to pass an appropriation that is sufficient and constitutes lawful authority for the Local Government to make the necessary payment to the Developer for the Project or Rental Housing Grant Program in relation to which the Grant is being provided.

6.2 Notwithstanding Section 6.1, the Local Government may, at its sole discretion, at no cost, terminate this Agreement without cause at anytime prior to the expiration of the Term without notice upon the occurrence of one of the following events:

- (i) if the Developer has not completed construction of the Project within two (2) years of the building permit for the Project being issued by the City of Fredericton; or
- (ii) if the Local Government, by resolution, rescinds or terminates the Rental Housing Grant Program.

## **7. RELEASE AND INDEMNIFICATION**

7.1 The Local Government shall not be liable to the Developer or any other party in relation to the Grant.

7.2 The Developer releases and forever discharges the Local Government and its directors, officers, officials, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Developer or its property in any way relating to this Agreement, the Rental Housing Grant Program, Grant, or the Project.

7.3 The Developer agrees to indemnify and save harmless the Local Government and its officers, directors, employees, officials and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands,

lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with (a) any breach by the Developer of its obligations, or any misrepresentations by the Developer under this Agreement; or (b) any act or failure to act on the part of the Developer in connection with the Grant whether or not the Local Government is named as a party; or (c) the Project, the Grant or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Developer's breach of this Agreement or is caused by the negligence or willful misconduct of the Developer in the performance of its obligations hereunder or otherwise in connection with the Project or the Grant.

**8. GENERAL**

8.1 The general terms to this Agreement are attached hereto as Schedule "B" and are incorporated into the within Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be duly executed by their duly authorized representatives and their respective corporate seals affixed hereto on the day and year first hereinabove written.

**Signed, Sealed and Delivered**

) **THE CITY OF FREDERICTON**  
)  
)  
)  
) \_\_\_\_\_  
) Steven Hicks  
) Mayor  
)  
)  
) \_\_\_\_\_  
) Jennifer Lawson  
) City Clerk  
)  
)  
) \_\_\_\_\_ **INC. / LIMITED /LTD.**  
)  
)  
) \_\_\_\_\_  
) \_\_\_\_\_ (title)  
)  
) *\*I have authority to bind the corporation*  
)

**SCHEDULE A**

**\*completed Housing Accelerator Fund Rental Housing Grant – Construction of New Housing Units Application  
Form – to be inserted**

## SCHEDULE B GENERAL TERMS

1. Headings: The headings are included in this Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.
2. Amendment: Any amendment of any provision of this Agreement, including the Schedules, must be in writing and signed by duly authorized representatives of both Parties.
3. Governing Law: The Parties acknowledge and agree this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.
4. Assignment: This Agreement may not be assigned without the written consent of the Local Government.
5. Waiver: No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the Parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
6. Entire Agreement - The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.
7. Counterparts: This Agreement may be signed by the Local Government and the Supplier in one or more counterparts (in original or electronic form), each of which when signed and delivered will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by all Parties. Executed signature pages delivered by facsimile or electronic mail will be deemed for all purposes to be original counterparts of this Agreement.
8. Costs: Each Party shall be responsible for paying its own costs, charges and expenses of and incidental to the preparation, execution and delivery of this Agreement.
9. Successors and assigns: This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their respective successors and assigns.
10. Contra Proferentem Rule Not Applicable: Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it is agreed that both Parties, directly or through their agents, have participated in the preparation hereof.

11. **Notices:** Any notice to be given under this Agreement by the Local Government or the Supplier shall be in writing and delivered by hand, by email transmission or by registered mail, to the other Party at the address and to the attention of the contact individual indicated below:

**To the Local Government:**

The Office of the City  
Clerk  
397 Queen Street  
Fredericton, NB E3B 1B5  
[cityclerk@fredericton.ca](mailto:cityclerk@fredericton.ca)

**To the Developer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fredericton, NB E3B \_\_\_\_\_  
\_\_\_\_\_

notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either Party may change its address or contact for receipt of notices, provided that such Party gives notice thereof in accordance with this Section 11 and confirms the effective date of the change in such notice.

12. **Acknowledgement:** The Parties acknowledge and agree that any consent or approval required under this Agreement shall be given freely (without any requirement of reasonableness or other standard).

13. **Other:** The Parties acknowledge and agree that they have had the opportunity to seek independent legal advice or to have this Agreement reviewed by their respective legal counsel.



PROVINCE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\*Recipient to provide their standard affidavit OR modify the following as they deem appropriate

**AFFIDAVIT OF CORPORATE EXECUTION**

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in Province of \_\_\_\_\_, **MAKE OATH AND SAY AS FOLLOWS:**

1. That I hold the office of \_\_\_\_\_ with \_\_\_\_\_, (hereinafter called the "Corporation") and I am authorized to make this affidavit and have personal knowledge of the matters sworn to herein.

2. That the attached instrument was executed by me as the officer duly authorized to execute the instrument on behalf of the corporation.

3. That the seal affixed to the foregoing instrument is the seal of the Corporation and was affixed to the instrument by order of the board of directors of the Corporation.

Or

That the Corporation has no seal. (\* Delete inapplicable clause)

4. That the instrument was executed at the place and on the date specified above.

SWORN TO BEFORE ME at the )  
City of Fredericton, in the )  
Province of New Brunswick, )  
this \_\_\_\_ day of \_\_\_\_\_ 2026. )

)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
)  
A Commissioner of Oaths )  
Being a Solicitor )

\_\_\_\_\_

**DRAFT AFFIDAVIT**

**FOR LOCAL GOVERNMENT USE ONLY**

**To be completed by City of Fredericton staff**

Application Number: \_\_\_\_\_

The application is/is not approved in the amount of \$ \_\_\_\_\_ payable to  
\_\_\_\_\_.

\_\_\_\_\_  
Director of Planning and Development (or designate)

Date: \_\_\_\_\_, 20\_\_