Second Unit Incentive Program: Water and Wastewater Infrastructure Costs Grant

Program Description

THIS APPLICATION MUST BE SUBMITTED TO HRM NO LATER THAN MAY 31, 2026, 11:59 P.M.

The Water and Wastewater Infrastructure Costs Grant program (the "**Program**") is intended to assist individual property owners with certain charges and costs associated with constructing a second unit (a "**Second Unit**") on their land. A Second Unit means either a secondary suite or backyard suite as defined by the applicable land use by-law, or the second dwelling unit created by converting a single-unit dwelling to a two-unit dwelling.

More specifically, the Program is intended to provide financial assistance to successful applicants to the Program to assist in addressing the costs associated with connecting a Second Unit to water and wastewater systems. This includes pipes and laterals needed to connect the second unit to the Halifax Regional Water Commission's system, or an on-site well, and/or a private on-site sewage disposal system.

The Program is governed by HRM's Administrative Order 2025-001-ADM Respecting Grants for Second Units (the "Administrative Order"). The Administrative Order sets forth eligibility criteria for the Program, details eligible and ineligible costs and expenses, reviews how applications will be assessed by HRM and sets forth how any financial contributions may be distributed to successful applicants and how those funds are to be repaid to HRM. The Administrative Order can be viewed on Halifax.ca. Applicants must read the Administrative Order for a complete description of the Program's requirements.

The Program requires construction of the Second Unit to be complete no later than October 11th, 2026. By this date, Applicants must have applied for an occupancy certificate for the Second Unit and confirm that the construction is complete. Applicants must not use the Second Unit as a short-term rental (such as an Airbnb) at any time, during the period that is 5 years from the date an Applicant receives an occupancy certificate. Furthermore, during this 5-year period, HRM will not provide the zoning confirmation letter required for short-term rental registration.

Applicants must apply for the Grant with an approved building permit and a quote from a reputable contractor for the water and wastewater-related work. If approved, a successful

applicant will receive a financial contribution (the "**Grant**"). The successful applicant is then required to submit final invoices confirming the work was completed, prior to an occupancy permit being issued by the Municipality.

The following application must be completed and submitted to HRM **NO LATER THAN MAY 31**, **2026**, **11:59 p.m**. HRM may seek further clarifying information from the applicant at any time.

The terms and conditions associated with the Program, and to which the applicant must agree, are set out in this document, in Appendix 1.

Applicant Information

Civic address of property:		
Name of applicant:		
Applicant mailing address:		
Home phone:	Email:	
Alternate phone:		
Names of all additional property owners:		
Building permit application #:		
I confirm that I am the owner of this property		
I confirm there are no outstanding payments for property taxes for this property		
I confirm that this property is my primary residence		
I confirm that I have not received previous funding from this program		
for the same property		
I confirm that I have read and agree to the provisions of 2025-001-ADM Respecting Grants for Second Units		
I confirm I have read and agree to the terms a	and conditions of the	
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Grant Amount

Please supply your Building Permit number as recorded in HRM's online Permitting, Planning, Licensing, & Compliance system. Please also upload a quote from your contractor that outlines the work to be completed, and highlights the items related to water and wastewater connection and installation that you wish to claim.

Quote for eligible costs:	Grant request (total of all quotes, up to \$10,000):
\$	\$
\$	Φ
Applicant signature:	Date:
Consent and signature of all other owners	Date:
of the property for the grant	
Name:	
Signature:	
Name:	
Signature:	

Please read the following terms and conditions and sign in the space provided, committing to the terms of the grant.

Appendix 1

Terms and Conditions of the Grant Agreement (collectively the "Agreement")

- 1. The Agreement is subject to the Administrative Order 2025-001-ADM Respecting Grants for Second Units (the "Administrative Order"). Should there be any discrepancy between the terms and conditions of the Agreement and the provisions of the Administrative Order, the Administrative Order shall take precedence.
- 2. The person making an application to HRM to receive a financial contribution (the "Grant") is the recipient (the "Recipient"). The maximum amount of a Grant to be provided to any Recipient is \$10,000. The Grant may only be used in support of the Recipient's construction of a secondary suite or backyard suite as defined by the applicable land use by-law, or the second dwelling unit created by converting a single-unit dwelling to a two-unit dwelling (collectively a "Second Unit"). The construction of a Second Unit by the Recipient is the project (the "Project").
- 3. Recipient represents and warrants to HRM that that Recipient is the owner of the property where the Second Unit will be constructed, and the property is the Recipient's primary residence.
- 4. Eligible costs for the Project are limited to the actual costs associated with connecting the second unit to Halifax Regional Water Commission's water system, wastewater system, or both systems, or an onsite well, a private on-site sewage disposal system, or both. Furthermore, the limited eligible costs include the costs of installing pipes and laterals necessary to connect the second unit to the water system, the wastewater system, the on-site well, and the private on-site sewage disposal system. Recipient shall make inquiries of HRM if Recipient is unsure if the Grant may be apportioned to a certain expense or activity. Only invoices, receipts, and payments dated after the date of application to the Program are eligible to be applied to the Grant.
- 5. Any payment of all or a portion of the Grant to be made to Recipient is subject to there being an appropriation by HRM for the fiscal year in which the payment is to be made. If HRM's appropriation is changed or if funds are not available for any other reason, the Grant may be reduced or withheld, either temporarily or permanently, as determined solely by HRM. If the Grant is to be reduced or withheld in any manner, HRM 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 or termination of funding.
- 6. Recipient shall use the Grant only for the Project and the eligible costs associated with the Project that are set forth in this Agreement and in Administrative Order.
- 7. Prior to HRM's disbursement of any portion of the Grant, Recipient shall provide all of the following to HRM, for HRM's evaluation and acceptance:
 - (i) an approved building permit;

- (ii) an estimate from a reputable contractor which details the costs and expenses associated with the construction and/or installation to connect the Project to Halifax Water's water system, wastewater system, on-site well, or/and on-site sewage disposal system.
- 8. Unless written permission is provided by HRM to Recipient stating otherwise, the Recipient shall complete the Project, and shall have expended all of the Grant it received, by October 11, 2026.
- 9. The Grant represents HRM's complete financial commitment to Recipient under this Agreement, and HRM will not be obligated to provide any supplemental or incremental funding to Recipient.
- 10. HRM is not a guarantor of Recipient or the Project and in no event will HRM be liable for any direct, indirect, consequential, exemplary or punitive damages in relation to any aspect of the Project or the ongoing operations of Recipient, regardless of the form of action, whether in contract, tort (including negligence) or otherwise.
- 11. Recipient will at all times indemnify and save harmless HRM, its Mayor, Councillors, officers, servants, employees, volunteers or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings in relation to these terms and conditions, the Project, or the operation of Recipient, which may be brought against or made upon HRM, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner, based upon, caused by, resulting from, arising out of or occasioned by:
 - (a) HRM's provision of the Grant;
 - (b) Recipient's performance or non-performance of its obligations as set forth in these terms and conditions or any performance or non-performance of any aspect of the Project;
 - (c) any injury to any person, including, but not limited to, death, economic loss or any infringement of rights that the person may suffer or incur by participating in the Project;
 - (d) any damage to or loss or destruction of property of any person; or
 - (e) any obligation of any person, including, but not limited to, any obligation arising from a loan, or other long-term obligation.
- 12. Recipient shall be solely responsible for obtaining all applicable registrations, permits, licence agreements or similar arrangements and insurance which may be required by Recipient in order to implement or operate the Project and shall not use any portion of the Grant for these obligations.
- 13. Recipient shall ensure that all aspects of the Project meet all applicable municipal, provincial and federal laws, including, but not limited to, by-laws and regulations.

- 14. Recipient will not transfer or assign its rights or obligations as set forth in these terms and conditions, or as contemplated in the Project, without the prior written consent of HRM. Any attempt by Recipient to assign any of its rights, duties or obligations without HRM's express written consent, is void.
- 15. Recipient agrees that it is the Recipient's sole responsibility to obtain any insurance requirements that are required for the Project. Recipient acknowledges and agrees that
 - (i) HRM does not provide any type of accident, health, workers compensation, liability or property (including theft) insurance coverage for the Recipient, any of its sub-contractors, or their property, during the fulfilment of their obligations under this Agreement; and,
 - (ii) HRM will not be liable for any loss or damage, as set forth in Section 11 above.
- 16. Recipient is solely responsible to pay contractors directly, promptly and in accordance with contractors' invoice terms and conditions and HRM shall not be liable for fees or charges associated with the Recipient's late payments to contractors.
- 17. Recipient shall submit, no later than October 11, 2026, an application for an occupancy permit, and proof of payments for all estimates submitted for construction and/or installation costs associated with connecting the Second Unit to Halifax Water's water system, or wastewater system, or an on-site well, or/and on-site sewage disposal system. Only after submission and approval of this information will an occupancy permit be eligible to be issued to the Recipient. Should the actual costs, as confirmed by HRM and based on the proof of payments submitted by Recipient in accordance with this Section be higher than the initial estimates submitted with the application, HRM will reimburse to Recipient the difference between the two amounts, provided there are available funds remaining in the Program.
- 18. HRM and Recipient are contractors independent of one another, and neither has the authority to bind the other to any third party or to act in any way as a representative of the other, except as expressly set forth in this Agreement. This Agreement does not create, and shall not be construed as creating, a partnership or joint venture relationship between HRM and Recipient. To the extent that the term "partner" or "partnership" may be utilized in this Agreement or in describing the relationship between HRM and Recipient, such terms shall be utilized merely to convey the anticipated spirit of cooperation between HRM and Recipient and is in no way intended to establish joint and several liability, fiduciary duties, or other implications of the legal term of "partner."

19. If Recipient has:

- (i) failed to complete the Project by October 11, 2026; or,
- (ii) uses the Second Unit, or causes the Second Unit to be used, as a short-term rental, as defined in the Administrative Order, for a period of 5 years commencing on the date an occupancy permit is issued by HRM,

then in each case the Recipient shall immediately repay to HRM the full amount of the Grant, plus interest, that was paid to the Recipient by HRM.

- 20. This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia.
- 21. This document may be signed electronically. The parties agree that signatures transmitted and received via electronic transmission shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against all parties.

[signature page follows]

	[Insert full, legal name of Recipient]
Date	Signature
	Name (Print):
	[Insert full, legal name of Recipient]
Date	Signature
	Name (Print):

Recipient accepts all of the above terms and conditions.