



## **SUPPLEMENTARY AGREEMENT NO. 1**

**AUG 27 2014**

Mr. Len Simms  
Chairman and Chief Executive Officer  
Newfoundland and Labrador Housing  
P.O. Box 220  
2 Canada Drive  
St. John's, NL  
A1C 5J2

Dear Mr. Simms:

**Re: Federal Funding for 2014 - 2019 Extension of the Investment in Affordable Housing**

I am pleased to provide this Supplementary Agreement No. 1 to enable Newfoundland and Labrador to access funding for the 2014-2019 extension of the Agreement for Investment in Affordable Housing 2011 – 2014 (“2014 Extension”).

CMHC and Newfoundland and Labrador Housing Corporation (“NLHC”) agree that this Supplementary Agreement No. 1 enables NLHC to receive further CMHC Funding in the maximum amount of \$34.050 million for the 2014 Extension. This is in addition to the CMHC Funding provided for the Fiscal Years 2011 – 2014 under the Agreement for Investment in Affordable Housing 2011-2014, including any and all amendments and supplements to it preceding this letter (the “Original Agreement”).

## **PART A: PROVISIONS APPLICABLE TO THE 2014 EXTENSION**

The following terms apply only to the 2014 Extension:

1. All provisions of the Original Agreement apply to the 2014 Extension, except where they are not consistent with this Supplementary Agreement No. 1.
2. All references to “2011 – 2014” or more generally to the 2011 - 2014 time period in the Original Agreement will be read to apply to the 2014 Extension. For greater certainty, all schedules of the Original Agreement continue to apply to the 2014 Extension, except as amended herein.
3. This Supplementary Agreement No. 1 applies only to the CMHC Funding and Contributions by Others for the purposes of the 2014 Extension, pursuant to Commitments made by NLHC only from and after April 1, 2014 to not later than March 31, 2019, except that Commitments of Contributions by Others may be made to not later than March 31, 2020. Contributions by Others for the 2014 Extension are in addition to the Contributions by Others pursuant to the Original Agreement.
4. CMHC Funding under this Supplementary Agreement No. 1 is for the period from April 1, 2014 to March 31, 2019. NLHC will provide to CMHC a proposed completed Annual Plan in the form attached as Schedule C – 2014 Extension for the Fiscal Years 2014 - 2019. Payment of CMHC Funding for each Fiscal Year is conditional on having in place a completed and agreed-to Annual Plan for that Fiscal Year. All references in the Original Agreement to Schedule C are deemed to be references to Schedule C – 2014 Extension.
5. The maximum CMHC Funding under this Supplementary Agreement No. 1 is \$34.050 million. This maximum CMHC Funding is available by Fiscal Year in the following amounts: 2014 – 2015: \$6.810 million; 2015 – 2016: \$6.810 million; 2016-2017: \$6.810 million; 2017 – 2018: \$6.810 million; 2018 – 2019: \$6.810 million. At least \$0.070 million in CMHC Funding must be claimed in each Fiscal Year and used under this Supplementary Agreement No. 1 for victims of family violence.
6. Recommitments of CMHC Funding under this Supplementary Agreement No. 1 (in accordance with subparagraph 6.9(a) or (b) of the Original Agreement) must occur not later than March 31, 2020.
7. For the purposes of the 2014 Extension, NLHC will use the Quarterly Claims form Schedule D to identify only CMHC Funding and Contributions by Others under this Supplementary Agreement No. 1, as set out in section 7 of the Original Agreement. Under this Supplementary Agreement No. 1, the final Quarterly Claim request for CMHC Funding must be received by CMHC not later than March 29, 2019, though NLHC will continue through March 31, 2020 to use the Quarterly Claims form Schedule D to identify Contributions by Others.

8. Under this Supplementary Agreement No. 1: By March 31, 2016 the total Commitments of Contributions by Others must be at least equal to the total of CMHC Funding paid (pursuant to paragraph 7.2 of the Original Agreement) for the Fiscal Year ending March 31, 2015. By March 31, 2017 the total Commitments of Contributions by Others must be at least equal to the total of CMHC Funding paid (pursuant to paragraph 7.2 of the Original Agreement) for the Fiscal Years ending March 31, 2015 and March 31, 2016. By March 31, 2018, the total Commitments of Contributions by Others must be at least equal to the total CMHC Funding paid (pursuant to paragraph 7.2 of the Original Agreement) for the Fiscal Years ending March 31, 2015, 2016 and 2017. By March 31, 2019, the total Commitments of Contributions by Others must be at least equal to the total CMHC Funding paid (pursuant to paragraph 7.2 of the Original Agreement) for the Fiscal Years ending March 31, 2015, 2016, 2017 and 2018. By March 31, 2020, the total Commitments of Contributions by Others must be at least equal to the total CMHC Funding paid (pursuant to paragraph 7.2 of the Original Agreement) for the Fiscal Years ending March 31, 2015, 2016, 2017, 2018 and 2019.
9. For the purposes of CMHC Funding and Contributions by Others under this Supplementary Agreement No. 1, the maximum period for the present valuing of ongoing CMHC Funding and Contributions by Others referenced in paragraph 8.3 of the Original Agreement is twenty years but not beyond March 31, 2040.
10. CMHC Funding and Contributions by Others under this Supplementary Agreement No. 1 must be disbursed to Projects and Recipients in accordance with this Agreement not later than four years following the date of Commitment, but in any event not later than March 31, 2024 or, in the case of ongoing contributions, within twenty years following the date of Commitment but not later than March 31, 2040.
11. CMHC and NLHC agree on the value of apprenticeships in the residential housing sector which support training of skilled labour. Under this Supplementary Agreement No. 1, through appropriate initiatives as determined by NLHC or Newfoundland and Labrador, NLHC will ensure support for the use of apprentices under Programs, where feasible and will use the outcome and related indicators identified in the attached Addendum to Schedule E, for the purposes of annual reporting set out in paragraphs 9.2 and 9.3 of the Original Agreement.

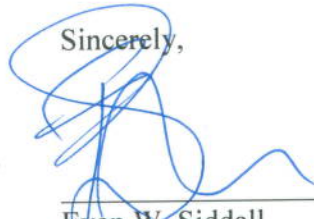
**PART B: PROVISIONS APPLICABLE TO CMHC FUNDING AND CONTRIBUTIONS BY OTHERS UNDER THE ORIGINAL AGREEMENT AND THE 2014 EXTENSION**

1. Effective for Fiscal Years starting after March 31, 2014, Schedule F to the Original Agreement is hereby replaced with revised Schedule F appended to this Supplementary Agreement No. 1.

If you agree, please confirm your agreement by signing this Supplementary Agreement No. 1 in duplicate and return one original agreement to me.

Please ensure that copies of this Supplementary Agreement No. 1 are attached to all copies of the Original Agreement.

Sincerely,



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Ewan W. Siddall  
President

NLHC agrees

NEWFOUNDLAND AND LABRADOR  
HOUSING CORPORATION



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Len Simms  
Chairman and Chief Executive Officer



## Schedule C - 2014 Extension added by Part A, paragraph 4 of the Supplementary Agreement No. 1 effective April 1, 2014

## CMHC - NEWFOUNDLAND AND LABRADOR

## SCHEDULE C - 2014 EXTENSION: ANNUAL PLAN

Planned Quarterly Claims for CMHC Funding (\$ millions) (6)	2014-2015					2015-2016					2016-2017					2017-2018					2018-2019					Grand Total	
	(1)					(2)					(3)					(4)					(5)						
	Q1	Q2	Q3	Q4	Total (7)	Q1	Q2	Q3	Q4	Total (7)	Q1	Q2	Q3	Q4	Total (7)	Q1	Q2	Q3	Q4	Total (7)	Q1	Q2	Q3	Q4	Total (7)		
					\$6.810						\$6.810					\$6.810					\$6.810					\$6.810	\$34.050

- (1) Planned Quarterly Claims for 2014-15 (to be proposed to CMHC by May 1, 2014).  
 (2) Planned Quarterly Claims for 2015-16 (to be proposed to CMHC by May 1, 2015).  
 (3) Planned Quarterly Claims for 2016-17 (to be proposed to CMHC by May 1, 2016).  
 (4) Planned Quarterly Claims for 2017-18 (to be proposed to CMHC by May 1, 2017).  
 (5) Planned Quarterly Claims for 2018-19 (to be proposed to CMHC by May 1, 2018).  
 (6) Each quarterly amount should reflect the estimated value of Quarterly Claims that CMHC will receive by the last business day of the quarter.  
 (7) This is the annual allocation and fiscal authority for the Fiscal Year. Reallocation among Fiscal Years must be approved by CMHC (subject to availability of funding).

The above amounts include the following:

Victims of Family Violence (\$ millions)			
2014-2015	2015-2016	2016-2017	2017-2018
\$0.070	\$0.070	\$0.070	\$0.070
			Total
			\$0.350

Commitments of Contributions by Others (\$ millions)	2014/15 \$ millions				2015/16 \$ millions				2016/17 \$ millions				2017/18 \$ millions				2018/19 \$ millions				2019/20 \$ millions				Grand Total
	Other		Total CBO (8)		Other		Total CBO (8)		Other		Total CBO (8)		Other		Total CBO (8)		Other		Total CBO (8)		Other		Total CBO (8)		
	NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		NL / NLHC		

(8) See requirements of paragraphs 8.2, 8.3 and 8.7 of the Original Agreement as modified by Part A, paragraphs 8 and 9 of this Supplementary Agreement No. 1 for Commitments of Contributions by Others.

**CMHC-NEWFOUNDLAND AND LABRADOR**  
**AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING**  
**ADDENDUM\* TO SCHEDULE E - ANNUAL PUBLIC REPORTING ON OUTCOMES**  
**(Supplementary Agreement No. 1, Part A, paragraph 11)**

**Apprenticeship Outcome:** Foster training of skilled labour by supporting apprenticeships in the residential housing sector.

**Related Indicator(s):**

- Description of activities / initiatives to promote or support apprenticeships in IAH Projects.

\*For greater certainty, under this Supplementary Agreement No. 1, Schedule E and all Schedule B Distinguishing Program Summaries that relate to construction and major renovation are deemed to include the outcome and related indicator(s) identified in this Addendum to Schedule E.

Schedule F  
as per Part B, paragraph 1 of Supplementary Agreement No. 1, effective April 1, 2014

**CMHC - NEWFOUNDLAND AND LABRADOR**  
**AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011 - 2014 AND 2014 EXTENSION**  
**ANNUAL AUDITED STATEMENT OF DISBURSEMENTS**  
For the Fiscal Year Ended March 31, 20\_\_ (\$ dollars)

	2011 - 2014 ORIGINAL AGREEMENT Disbursements to Projects and Recipients		2014 EXTENSION AGREEMENT Disbursements to Projects and Recipients	
	CMHC Funding	Contributions by Others	CMHC Funding	Contributions by Others
<b>Part A: (Paragraph 9.4 of the Original Agreement and Part B, paragraph 1 of Supplementary Agreement No. 1)</b>				
<b>Disbursements Current Fiscal Year</b>				
<b>Programs (Schedule B)</b>				
Program 1				
Program 2				
Subtotal Programs				
Program Management and Administrative Costs				
Total Disbursed				
Victims of Family Violence (included in above)				
<b>Part B: (Paragraph 9.4 of the Original Agreement and Part B, paragraph 1 of Supplementary Agreement No. 1)</b>				
<b>Cumulative Funding and Contributions</b>				
Cumulative Funding - Disbursed to Projects and Recipients				
Program 1				
Program 2				
Total CMHC Funding Disbursed				
Total Contributions by Others - Disbursed to Projects and Recipients				
Program Management and Administrative Costs				
Cumulative Grand Total of Disbursed CMHC Funding and CBO				
Victims of Family Violence (included in above CMHC Funding Disbursed)				
NLHC and NL Share of Contributions - Disbursed to Projects and Recipients (included in CBO above)				
<b>Part C: Reconciliation (Paragraphs 6.8, 8.6, and 8.7 of the Original Agreement and Part A, paragraph 10 of Supplementary Agreement No. 1, as applicable)</b>				
<b>Reconciliation of Disbursement of CMHC Funding and Disbursement of Contributions by Others</b>				
CMHC Funding Received minus Refunds to CMHC				
Net* CMHC Funding Disbursed and to be Disbursed				
Excess				
Deficiency** in net* Contributions by Others Disbursed and to be Disbursed				
Amount to Refund to CMHC***				
Victims of Family Violence included in CMHC Funding Received/ Refunded above				

\*net of amounts recovered or to be recovered for project or recipient non-compliance (paragraph 6.8 of the Original Agreement) and net of shortfall for victims of family violence (paragraph 8.1 of the Original Agreement and Part A, paragraph 5 of Supplementary Agreement No. 1, as applicable)

\*\*deficiencies in matching CBO (paragraph 8.6 of the Original Agreement and Part A, paragraph 10 of Supplementary Agreement No. 1, as applicable); deficiencies in NLHC and NL 50% share of required CBO (Paragraph 8.7 of the Original Agreement)

\*\*\* sum of "Excess" and "Deficiency"

**CMHC - NEWFOUNDLAND AND LABRADOR**

**AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011 – 2014**

AGREEMENT made as of April 1, 2011,

between

CANADA MORTGAGE AND HOUSING CORPORATION  
("CMHC")

and

NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION  
("NLHC");

WHEREAS CMHC and NLHC have a shared interest in and agree on the importance of improving access to affordable, sound, suitable and sustainable housing for households in need and have an established record of co-operation toward achieving this purpose;

AND WHEREAS the federal, provincial and territorial ministers for housing have agreed on an Affordable Housing Investment Framework as contained in Schedule A;

AND WHEREAS CMHC and NLHC agree that NLHC should have primary responsibility for the design and delivery of programs in respect of this purpose in order to provide flexibility and to address Newfoundland and Labrador's local needs and priorities within the Framework;

AND WHEREAS existing arrangements for the supply and improvement of Affordable Housing are expiring;

AND WHEREAS CMHC and NLHC intend that, in realizing the purpose of this Agreement, certain outcomes be achieved.

AND WHEREAS CMHC is an agent of Her 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 sections 25, 51, 57, 58, and 95 of the *National Housing Act*, R.S.C. 1985, c. N-11 as amended;

AND WHEREAS NLHC is an agent of Her Majesty in right of the Province of Newfoundland and Labrador pursuant to the *Housing Corporation Act*, R.S.N.L. 1990, c. H-13 as amended and



has the authority to enter into this Agreement pursuant to that Act, and is entering into this Agreement in that capacity;

NOW THEREFORE, CMHC and NLHC hereby agree as follows:

## 1. INTERPRETATION

### Definitions

1.1 In this Agreement, unless the context requires otherwise,

**“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, is priced at or below average market housing rents or prices for comparable Housing in a community or area, and is for the benefit of and affordable to households who are on, or eligible to be on, a waiting list for social housing, in a manner approved by NLHC (referred to in this Agreement as “households in need”);

**“CMHC Funding”** means the maximum amount specified in paragraph 8.1, subject to the terms of this Agreement;

**“Commitment”** means an undertaking by NLHC to provide contributions for a Project or to a Recipient under this Agreement;

**“Contributions by Others”** means cash or in-kind eligible contributions from NLHC, the Newfoundland and Labrador government, municipalities, the private sector, the voluntary sector, charities and individual donors to be used in accordance with a Program or Programs under this Agreement. Contributions by Others do not include: contributions from any Government of Canada sources including but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement; nor contributions by the occupants of the Housing; nor contributions associated with healthcare or the provisions of services to residents or tenants; nor contributions from energy efficiency programs.

**“Effective Date”** means April 1, 2011;

**“Fiscal Year”** means twelve-month period ending on March 31;

**“Housing”** means residential accommodation, and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related

to mental or physical health care, education, corrections, food services, social support or public recreation;

**“Program”** means a program for which a distinguishing summary has been proposed and confirmed and which is in effect under section 5;

**“Program Management and Administration Costs”** means NLHC’s costs of carrying out this Agreement that are not assignable to individual Projects or Recipients, including but not limited to costs for communications and agents used in the delivery of the Programs;

**“Project”** means Affordable Housing approved under a Program and for greater certainty may include a single Unit, but excludes the case of a Commitment to a Recipient;

**“Recipient”** means a household in need, directly receiving a contribution under a Program;

**“Unit”** means self-contained residential dwelling or as may be otherwise set out in the distinguishing summaries for Programs described at section 5.

- 1.2 All Schedules to this Agreement form part of this Agreement. In case of inconsistency between a section or sections of this Agreement and a Schedule, the section or sections prevail.
- 1.3 Where NLHC is the intending owner and operator of a Project within a Program, NLHC’s recording of its approval, commitment and terms and conditions for the Project is equivalent to its approval of and a contribution agreement for the Project.

## **2. OBJECTIVE**

- 2.1 The objective of this Agreement is to improve the living conditions of households in need by improving access to Affordable Housing off-reserve that is sound, suitable and sustainable.

## **3. OUTCOMES**

- 3.1 The parties intend that the overall outcome to be achieved through the carrying out of this Agreement will be to reduce the number of households in need by improving access to Affordable Housing that is sound, suitable and sustainable for households in need.

3.2 Depending on the categories of spending addressed under this Agreement, CMHC Funding and Contributions by Others may also serve to achieve the following outcomes:

1. Reduce the demand for services and institutional living by increasing and extending independent living for households in need being seniors and persons with disabilities.
2. Foster a more holistic approach to addressing poverty by supporting a broad range of Programs.
3. Increase the resources available to address the Housing needs of households in need by encouraging Contributions by Others, including the private and not-for-profit sectors.

#### **4. SPENDING CATEGORIES**

4.1 CMHC Funding and Contributions by Others must be used in accordance with at least one of the following four spending categories in order to be recognized:

1. Increase the supply of Affordable Housing: This may include new construction of or conversion to Affordable Housing, and homeownership or rental, all targeted to households in need.
2. Improve Housing affordability for vulnerable households: This may include rent supplements or shelter allowances to address Affordable Housing needs, and homeownership assistance, all targeted to households in need.
3. Improve and preserve the quality of Affordable Housing: This may include renovation, rehabilitation and repair of existing Affordable Housing for households in need.
4. Foster safe independent living: This may include support for new construction of, and modifications and renovations to Affordable Housing, that provide accommodations for victims of family violence or extend independent living for households in need being seniors and persons with disabilities.

4.2 Notwithstanding anything in this Agreement, CMHC Funding and Contributions by Others must not be used

- (a) in respect of Housing for which there was on October 1, 2010, or is at the time of Commitment under this Agreement, an arrangement directly with CMHC relating to financing, operation or occupancy; nor
- (b) in respect of Housing that was on October 1, 2010, or is at the time of Commitment under this Agreement, subject to any arrangements under any agreement between CMHC and Newfoundland and Labrador or NLHC.

The above exclusions do not apply when, due to the passage of time, without intervention, the Housing is no longer within sub-paragraph (a) nor sub-paragraph (b).

## **5. PROGRAMS**

- 5.1 NLHC will prepare a distinguishing summary for each proposed Program that NLHC wishes to include under this Agreement. The distinguishing summary will include the following:
  - Name of the (proposed) Program
  - Effective Date
  - Which Spending Category(ies) it falls into
  - Specific Objective
  - Proponent Type
  - Activity Type
  - Nature of Assistance
  - Intended Outcome(s) to be met
- 5.2 NLHC may propose modifications to distinguishing summaries for Programs.
- 5.3 NLHC will provide each distinguishing summary and modification to any distinguishing summary to CMHC for review to confirm consistency with this Agreement.
- 5.4 The distinguishing summaries and any modifications to the distinguishing summaries so confirmed for all Programs will together constitute Schedule B and be appended to this Agreement. A confirmed distinguishing summary must be in place and effective for each Program before any CMHC Funding is paid for that Program. CMHC shall use best efforts to advise NLHC in writing of the result of its review within ten business days of receiving the summary.
- 5.5 NLHC may elaborate each Program beyond the distinguishing summary, but each Program must comply with the requirements of this Agreement and fit within one or more of the Spending Categories.

## **6. DELIVERY AND ADMINISTRATION OF PROGRAMS**

- 6.1 The delivery of Programs must respect this Agreement.
- 6.2 NLHC is responsible for making all Commitments. Commitments may be made only from and after April 1, 2011 to not later than March 31, 2014, except that Commitments of Contributions by Others may be made to not later than March 31, 2015.
- 6.3 All CMHC Funding and Contributions by Others shall be used only in respect of Affordable Housing in compliance with this Agreement. However, the Affordable Housing within a Program for victims of family violence need not be exclusively for the benefit of households who are on, or eligible to be on, a waiting list for social housing.
- 6.4 NLHC shall enforce a requirement that the Housing under each Program be and remain Affordable Housing for 10 years, except as NLHC and CMHC may otherwise agree.
- 6.5 CMHC recognizes Newfoundland and Labrador standards for health, safety and building, which NLHC will apply to the Programs.
- 6.6 CMHC Funding is subject to compliance with the environmental assessment and mitigation requirements as set out in the Canadian Environmental Assessment Act, S.C. 1992, c. 37 and its regulations, as amended from time to time (collectively, the “CEAA”). CMHC will supply to NLHC a current guideline (including any updates, as necessary) that NLHC will apply. In requesting CMHC Funding for any Commitment, NLHC will confirm to CMHC that it has ensured that the use of CMHC Funding by NLHC will comply with the CEAA guideline.
- 6.7 NLHC shall require an agreement for each Project and appropriate agreements with or arrangements for each Recipient, setting out the terms and conditions (reflecting the requirements of this Agreement) for contributions for the Project or to the Recipient. Contributions, whether by way of CMHC Funding or Contributions by Others or both, must not be structured as loans other than to secure correction or recovery in the case of non-compliance.
- 6.8 NLHC is responsible for monitoring and ensuring Project and Recipient compliance with this Agreement throughout the period of affordability referred to in paragraph 6.4.
- 6.9 Where a Commitment is cancelled or reduced, or a Project or Recipient is non-compliant in whole or materially in part, then the affected CMHC Funding or Contributions by Others or both will be considered to remain committed, provided that,



- (a) for CMHC Funding, NLHC recommitments this CMHC Funding within the same Fiscal Year in which the cancellation, reduction, or Project or Recipient non-compliance occurred, but not later than March 31, 2014; and
- (b) for Contributions by Others, NLHC recommitments these Contributions by Others by March 31, 2015, or within the same Fiscal Year in which the cancellation, reduction or Project or Recipient non-compliance occurred, whichever is later.

## **7. PLAN, QUARTERLY CLAIMS AND PAYMENT OF CMHC FUNDING**

- 7.1 CMHC Funding under this Agreement is for the period from April 1, 2011 to March 31, 2014. NLHC will provide to CMHC a proposed completed Annual Plan in the form attached as Schedule C. NLHC will propose the planned Quarterly Claims amounts for the annual allocation of CMHC Funding for each Fiscal Year by not later than May 1<sup>st</sup> of the Fiscal Year, for CMHC concurrence. Payment of CMHC Funding for each Fiscal Year is conditional on having in place a completed and agreed-to Annual Plan for that Fiscal Year.
- 7.2 CMHC will pay the appropriate amount of CMHC Funding to NLHC based on Quarterly Claims provided by NLHC. CMHC will have no obligation and no liability to pay CMHC Funding before receipt of a Claim from NLHC.
- 7.3 Quarterly Claims will be in the format set out in Schedule D and will contain the information regarding Commitments called for in Schedule D.
- 7.4 NLHC will endeavour to ensure that the Quarterly Claims reflect as closely as feasible the Annual Plan. Variations between the planned Quarterly Claims amounts and the actual Quarterly Claims received are permitted. The total of all Quarterly Claims received for CMHC Funding in respect of any Fiscal Year must be in accordance with the completed and agreed-to Annual Plan for that Fiscal Year.
- 7.5 CMHC must receive the Quarterly Claim for each calendar quarter by not later than the last business day of the quarter. (Business day excludes any day on which the offices of CMHC or NLHC are normally closed for business.) The final request for CMHC Funding must be received by CMHC not later than March 31, 2014.
- 7.6 NLHC will continue through March 31, 2015 to use the Quarterly Claims form Schedule D to identify Contributions by Others.
- 7.7 NLHC will also use the Quarterly Claims form Schedule D to identify separately, in the Fiscal Year in which they occur, recommitments under paragraph 6.9 (even beyond March 31, 2015).

- 7.8 NLHC will also use the Quarterly Claims form Schedule D to identify separately, in each Fiscal Year (and even beyond March 31, 2015), any cancellations, reductions and Project or Recipient non-compliance not considered to remain committed under paragraph 6.9. Any CMHC Funding not considered to remain committed pursuant to subparagraph 6.9(a) must be refunded to CMHC by the end of that Fiscal Year.

## **8. FINANCIAL PROVISIONS**

- 8.1 The maximum CMHC Funding under this Agreement is \$20.430 million. This maximum CMHC Funding is available by Fiscal Year in the following amounts: 2011 – 2012: \$6.810 million; 2012 – 2013: \$6.810 million; 2013 – 2014: \$6.810 million. CMHC Funding cannot be reallocated among Fiscal Years without prior CMHC approval. At least \$0.070 million in CMHC Funding must be claimed in each Fiscal Year and used under this Agreement for victims of family violence.
- 8.2 CMHC and NLHC agree that the Contributions by Others must at least match the CMHC Funding overall and must comply with paragraph 8.7. In particular, by March 31, 2013 the total Commitments of Contributions by Others must be at least equal to the total of CMHC Funding paid pursuant to paragraph 7.2 for the Fiscal Year ending March 31, 2012. By March 31, 2014 the total Commitments of Contributions by Others must be at least equal to the total of CMHC Funding paid pursuant to paragraph 7.2 for the Fiscal Years ending March 31, 2012 and March 31, 2013. By March 31, 2015 the total Commitments of Contributions by Others must be at least equal to the total of CMHC Funding paid pursuant to paragraph 7.2 for the Fiscal Years ending March 31, 2012, 2013 and 2014. NLHC will refund to CMHC any amounts of CMHC Funding paid that exceed the totals of the Contributions by Others.
- 8.3 For Contributions by Others the value of in-kind contributions will be the fair market value of the contributions. The value of ongoing CMHC Funding and Contributions by Others will be the present value of the projected stream of ongoing contributions, for the period of the ongoing contributions (up to a maximum of twenty years but not beyond March 31, 2035), discounted at the appropriate Government of Canada benchmark bond yield rate. “Appropriate” means at the closing market price for bonds with a remaining term equal to or nearest to the period, on or most recently before the day the Commitment is made, as published by the Bank of Canada. Where there is no such remaining term nearer to the period than all the others, the nearest longer remaining term will apply.
- 8.4 CMHC Funding and Contributions by Others shall be used only for Affordable Housing within Programs, and Program Management and Administration Costs.
- 8.5 CMHC Funding and Contributions by Others shall not be used for a shelter allowance component of any social assistance program; nor for energy efficiency programs, but energy efficiency and water conservation measures will be promoted wherever possible.

- 8.6 NLHC is responsible for disbursement of CMHC Funding and Contributions by Others for each Project and to each Recipient. CMHC Funding and Contributions by Others must be disbursed to Projects and Recipients in accordance with this Agreement not later than four years following the date of Commitment, but in any event not later than March 31, 2019 or, in the case of ongoing contributions, within twenty years following the date of Commitment but not later than March 31, 2035. NLHC will refund to CMHC any CMHC Funding which is not disbursed in accordance with this paragraph or that exceeds the total of Contributions by Others disbursed in accordance with this paragraph.
- 8.7 NLHC's own and the Government of Newfoundland and Labrador's own contributions combined that are committed and disbursed shall not be less than 50% of the total Contributions by Others required by paragraph 8.2 above.

## **9. ACCOUNTABILITY FRAMEWORK**

- 9.1 CMHC and NLHC agree that governments must be accountable to the public for the use of public funds through an open and transparent process which identifies expected outcomes, measures performance, reports results to the public and provides for follow-up.

### **Reporting on Outcomes**

- 9.2 NLHC will report publicly on outcomes and related indicators for each Fiscal Year in accordance with the completed and agreed-to Schedule E, within six months after the end of the Fiscal Year (that is by September 30). Payment of CMHC Funding is conditional on having in place a completed and agreed-to Schedule E. NLHC will continue reporting publicly until after the end of all affordability periods and all CMHC Funding and Contributions by Others have been disbursed and reconciled in accordance with this Agreement.
- 9.3 NLHC will provide a copy of the reporting on outcomes and related indicators called for in Schedule E to CMHC for information purposes at least one week before the release to the public; where the information is part of a larger report, NLHC need only extract and provide the information called for in Schedule E. CMHC will provide a copy of any annual public reporting on outcomes and related indicators under this Agreement that is specific to or refers to Newfoundland and Labrador or NLHC for information purposes at least one week before the release to the public; where the information is part of a larger report, CMHC need only extract and provide the relevant information. Each Party agrees to keep the information received from the other Party confidential until the other Party releases it.

### **Annual Audited Statement of Disbursements**

- 9.4 NLHC will prepare and provide to CMHC within six months after the end of each Fiscal Year an Annual Audited Statement of Disbursements for each Fiscal Year in accordance with this Agreement in the format set out as Schedule F. NLHC will continue preparing and providing these statements until all CMHC Funding and Contributions by Others have been disbursed and reconciled, including any required recoveries and refunds.
- 9.5 NLHC will obtain and provide the results of an annual audit in accordance with Schedule F.1.

### **Review**

- 9.6 CMHC will conduct a review of the success of the delivery and cost-sharing model under this Agreement. CMHC intends to conduct this review in 2013.
- 9.7 CMHC will rely on the Annual Plan, Quarterly Claims, annual outcomes and related indicators reporting, and Annual Audited Statements of Disbursements required under this Agreement.

## **10. OFFICIAL LANGUAGES**

- 10.1 In areas of significant demand, NLHC agrees to provide all information and services pertaining to the Programs in both French and English. NLHC will use the criteria for information and services in the *Official Languages Regulations* made pursuant to Canada's *Official Languages Act* as a guideline to determine "significant demand". Representatives of local French language groups will be or will have been consulted.

## **11. COMMUNICATIONS AND PRIVACY**

- 11.1 CMHC and NLHC agree on the need for joint, open, transparent, effective and timely communications with the public through ongoing public information activities that recognize the contributions of each Party, based on the protocol in Schedule G. This includes all activities covered by this Agreement.
- 11.2 CMHC and NLHC agree that where there is a request or proposal to make public any information one party has provided to the other pursuant to this Agreement, the party receiving the request or proposing to make the information public will give the other party at least one month's notice to the extent possible under access to information legislation. Information the disclosure of which is prevented by federal or provincial privacy legislation will not be made public.

## **12. GENERAL**

- 12.1 CMHC Funding is subject to the necessary appropriations from Parliament; CMHC has no liability in case of no or insufficient appropriations for CMHC Funding or for CMHC undertakings in the aggregate. Contributions by NLHC are subject to the necessary appropriations from the House of Assembly of Newfoundland and Labrador; in case of no or insufficient appropriations paragraphs 8.2 and 8.6 still apply.
- 12.2 This Agreement may be amended only by written agreement of CMHC and NLHC.
- 12.3 No member of the House of Commons or Senate of Canada or House of Assembly of Newfoundland and Labrador shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
- 12.4 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. In particular, CMHC is not a party to any Program nor to any agreements or arrangements relating to Projects or with Recipients, and is in no way whatsoever accountable for any environmental or pollution matters. In this regard, NLHC agrees to indemnify CMHC and save it harmless from all losses, costs, damages, expenses, injury and liability whatsoever which CMHC may suffer as a result of claims of any sort whenever made relating to the Programs or any property involved under them, including any environmental or pollution claims.
- 12.5 Neither party may assign this Agreement without the written consent of the other, such consent not to be unreasonably withheld.
- 12.6 Any material revisions or addendums to any “Agreement for Investment in Affordable Housing 2011 – 2014” between CMHC and any other province or territory of Canada will, upon request, be extended to NLHC.

## **13. CONTACTS**

Any notice pursuant to this Agreement shall be in writing and delivered by hand to the parties at the following coordinates:

CMHC at:                   Canada Mortgage and Housing Corporation  
                                Attention: Vice-President, Assisted Housing  
                                700 Montreal Road  
                                Ottawa, Ontario K1A 0P7  
                                Fax: (613) 748-2189



NLHC at: NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION  
 Attention: Chairman and Chief Executive Officer  
 P.O. Box 220  
 2 Canada Drive  
 St. John's, NL A1C 5J2  
 Fax: (709) 724-3240

or at such other coordinates in Canada as either party may stipulate for itself in writing to the other.

This Agreement is executed on behalf of the parties by their duly authorized officers:

CANADA MORTGAGE AND HOUSING CORPORATION

per Gail Telley  
 for Karen Kinsley, President

NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION

per Len Simms  
 Len Simms  
 Chairman and Chief Executive Officer

## **SCHEDULE A**

### **AFFORDABLE HOUSING FRAMEWORK (2011-2014)**

#### **Introduction**

Stable, affordable and good quality housing contributes to positive outcomes for individuals, families and communities. Housing influences many aspects of life: individual health and wellbeing, educational achievement, social connections, labour market attachment, and community identity. From a broader economic perspective, the housing sector provides employment, creates investment opportunities, and stimulates and supports economic activity.

This Framework establishes the approach that will guide bilateral arrangements for the combined affordable and renovation housing funding envelope of federal housing funds between 2011 and 2014.

Federal, provincial and territorial governments are continuing to work together in many ways to address the needs of households in Canada with respect to affordable, sound, suitable and sustainable housing.

Nothing in this document shall be construed to derogate from the respective governments' jurisdictional responsibilities.

#### **Vision**

A balanced approach to housing is a tool to promote economic and social independence, personal accountability, and meaningful individual choice. Good housing is required to meet basic human needs while developing individual resources and capabilities to achieve positive longer-term outcomes such as self-reliance for individuals and families. This vision promotes healthier people, stronger neighbourhoods, a greener environment, and safe, quality, affordable housing. Within this Framework, federal, provincial and territorial governments recognize that:

- A continuum of program responses is required to respond successfully to the differing needs of households across their life courses.
- Sustainable practices to housing responses, such as enhancing the energy efficiency of housing, not only value and respect the environment but also help realize savings that improve housing affordability over the long term.
- Partnerships among federal, provincial and territorial governments will help provinces and territories work with community groups, individuals and the private sector to strengthen housing conditions in their jurisdictions.

#### **Objective**

The objective of this Framework is to improve the living conditions of Canadians in need by improving access to affordable, sound, suitable and sustainable housing.

### **Intended Outcome**

The overall intended outcome of this Framework is to reduce the number of Canadians in housing need by improving access to affordable housing that is sound, suitable and sustainable for Canadians in need.

### **Spending Categories**

Housing responses may vary depending upon market conditions and housing needs. Investments that flow under this Framework will support housing responses in one of the following areas of action:

1. **Increase the supply of affordable housing across Canada.** Initiatives may include new construction or conversion, and homeownership or rental, all targeted to households in need.
2. **Improve housing affordability for vulnerable Canadians.** Initiatives may include rent supplements, shelter allowances to address affordable housing needs, and homeownership assistance, all targeted to households in need.
3. **Improve and/or preserve the quality of affordable housing.** Initiatives may include renovation and rehabilitation of existing affordable housing to improve and preserve the quality of affordable housing for households in need (excluding existing social housing stock under F/P/T long-term agreements).
4. **Foster safe independent living.** Support for new housing construction, housing modifications and renovations that extend independent living for households in need being seniors and persons with disabilities. Initiatives may also include accommodations for victims of family violence.

### **Principles**

Federal, provincial and territorial governments recognize that initiatives that respond to identified and demonstrated needs, and that are built on the best evidence of what works, produce the best desired outcomes. Achieving success requires cooperation and respect for one another's roles and responsibilities, and a clear understanding of funding relationships.

Federal, provincial, and territorial governments agree that the following principles will guide the arrangements between federal, provincial and territorial governments for housing investments that flow under this Framework.

- P/Ts have responsibility for the design and delivery of affordable housing programs in order to address their own specific needs and priorities.
- P/Ts require flexibility to address PTs' specific affordable housing needs and priorities. Flexibility to move federal funds between years is subject to CMHC approval.
- Federal contributions may be used for upfront capital contributions or ongoing subsidies. Contributions by Others (provincial/territorial government, non-profits, municipalities, private sector) must be equal to or greater than the envelope of federal contributions.

- Housing supported under this Framework and related bilateral agreements will be modest in terms of size and amenities and will remain affordable for ten years or a mutually agreed upon period of time.
- Energy efficiency and water conservation measures will be promoted wherever possible in order to reduce the environmental impact of housing, such as greenhouse gas emissions and to improve housing affordability.
- Governments must be accountable to the public for the use of public funds through an open and transparent process which identifies expected outcomes, measures performance, reports on results to the public and provides for follow-up. In this context, each government is responsible for reporting annually to the public regarding the investments and achievement of intended outcomes under this Framework. The information provided by P/Ts, which will be agreed upon in the bilateral agreements, will enable the federal government to be accountable to Canadians.
- Administrative requirements must be streamlined so as not to adversely impact program delivery.
- Bilateral arrangements are to include a communications protocol providing for joint communications activities and products as well as open, transparent, effective and timely communications that equitably reflect the contributions of federal, provincial and territorial partners.
- Copies of signed bilateral agreements will be distributed to Provinces and Territories for information purposes. Any revisions or addendums to agreements granted by the federal government to a P/T under this Framework would, upon request, be extended to each Province and Territory who so wishes.

### **Bilateral Arrangements**

- This Framework will serve as the basis for bilateral arrangements between the federal government represented by CMHC and each Province or Territory who so chooses. Federal funding flow will be conditional on bilateral arrangements pursuant to this Framework that are signed with a Province or Territory. Where a Province or Territory does not conclude bilateral arrangements under this Framework, federal funding will flow through the extension of existing arrangements (AHI and renovation programs).

**CMHC-NEWFOUNDLAND AND LABRADOR**

**AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014**

**SCHEDULE B**

**SUGGESTED FORMAT FOR DISTINGUISHING PROGRAM SUMMARIES**  
(Agreement Section 5)

<b>a) Program Number and Name:</b>	
<b>b) Effective Date of Inclusion or Last Revision:</b>	
<b>c) Spending Category</b>	Identify the related spending category(ies) from section 4 of the Agreement.
<b>d) Specific Objective</b>	i) Target client group(s) (e.g., seniors); ii) Special need addressed if any (e.g., family violence): in relation to the objective of the Agreement “to improve the living conditions of households in need by improving access to Affordable Housing off-reserve that is sound, suitable and sustainable”.
<b>e) Proponent Type</b>	Government, non-profit or for-profit landlord; or homeowner; or tenant.
<b>f) Activity Type</b>	Identify the type of activity (e.g., construction, renovation, rent supplements, adaptations to improve accessibility).
<b>g) Nature of Assistance</b>	i) Capital or ongoing (how long?) ii) Type (e.g., cash, kind if in-kind, waiver of development fees, tax concessions)
<b>h) Intended Outcome(s) and Indicator(s)</b>	Identify the intended outcome(s) of the Program from section 3 of the Agreement. NLHC to specify related indicators from Schedule E.

NOTE: NLHC is responsible for ensuring that all Program details, whether or not outlined in the Distinguishing Summary, are in accordance with the requirements of the Agreement.



## CMHC — NEWFOUNDLAND AND LABRADOR

## AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014

**SCHEDULE B**  
**DISTINGUISHING PROGRAM SUMMARY**  
**(Agreement Section 5)**

<b>a) Program Number and Name: B-1 New Rental Housing</b>	
<b>b) Effective Date of Inclusion or Last Revision: Revised: July 16, 2014</b> (revises Distinguishing Program Summary B-1 originally dated April 1, 2011)	
<b>c) Spending Category</b>	Increase the supply of Affordable Housing.
<b>d) Specific Objective</b>	<p>To create new rental Housing that is affordable and suitable. Housing will reflect sustainable design practices and energy-saving products will be used instead of conventional products, where feasible.</p> <p>The target client groups are low to moderate income family households which may be included in mixed income projects. However, only funding related to households on, or eligible to be on, a waiting list for social housing, in a manner approved by NLHC, will be claimed as CMHC and CBO funding under the Agreement.</p>
<b>e) Proponent Type</b>	Proponents may include municipal housing agencies as well as non-profit or private landlords renting to eligible households.
<b>f) Activity Type</b>	Creation of new modest rental housing through construction or acquisition and conversion to Affordable Housing.
<b>g) Nature of Assistance</b>	<p>One-time capital funding. An agreement with the proponent will be executed to ensure the Housing continues to meet the requirements under the Program for a period of 10 years for private sector proponents and up to 25 years for non-profit sector proponents.</p> <p>Assistance will be based on the number of Units within a development that meet the requirements under the Agreement.</p>
<b>h) Intended Outcome(s) and Indicator(s)</b>	<p>Outcome: Reduce the number of households in need by improving access to Affordable Housing that is sound, suitable and sustainable.</p> <p>Outcome Based Indicator 1A: Number of households no longer in housing need as a result of the <i>Investment in Affordable Housing</i>.</p> <p>Outcome Based Indicator 1B: Number of victims of family violence who were able to leave violent situations as a result of investments under the Agreement</p>

	<p>Outcome: Increase the resources available to address the Housing needs of households in need by encouraging Contributions by Others, including the private and not-for-profit sectors.</p> <p>Outcome Based Indicator 2: Additional dollars generated through local partnerships toward addressing housing need (excluding minimum Contributions by Others required per the Agreement) as a result of the Investment in Affordable Housing</p> <p>Outcome: Foster training of skilled labour by supporting apprenticeships in the residential housing sector.</p> <p>Outcome Based Indicator 3: Description of activities / initiatives to promote or support apprenticeships in IAH Projects.</p>
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NOTE: Newfoundland and Labrador is responsible for ensuring that all Program details, whether or not outlined in the Distinguishing Summary, are in accordance with the requirements of the Agreement.

## CMHC — NEWFOUNDLAND AND LABRADOR

## AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014

**SCHEDULE B**  
**DISTINGUISHING PROGRAM SUMMARY**  
**(Agreement Section 5)**

<b>a) Program Number and Name: B-2 Renovation Programs</b>	
<b>b) Effective Date of Inclusion or Last Revision: April 1, 2011</b>	
<b>c) Spending Category</b>	Improve and preserve the quality of Affordable Housing.
<b>d) Specific Objective</b>	<p>To improve the living conditions of households in need through financial assistance to repair deficiencies to the structure or systems (heating, plumbing, electrical, fire safety) of their principal residence.</p> <p>To respect the environment and to realize savings that will improve Housing affordability over the long term, the Program encourages the use of energy-saving products or systems for the required repairs to the Housing.</p> <p>The target client groups are households, on or eligible to be on a waiting list for social housing, including: families, individuals, seniors and households with special needs.</p>
<b>e) Proponent Type</b>	Eligible homeowners and other proponents that may include municipal housing agencies as well as non-profit or private landlords renting to eligible persons (including proponents that provide emergency shelter to victims of family violence).
<b>f) Activity Type</b>	Renovation to modest: existing, private residential, rental properties, shelters or second-stage housing.
<b>g) Nature of Assistance</b>	<p>Capital contributions only. Assistance is provided to the homeowner/proponent based on the cost of approved work items.</p> <p>The period of forgiveness is relative to the level of assistance obtained.</p> <p>For homeowner renovation programs the period of forgiveness is 5 years.</p> <p>For non-homeowners an agreement with the proponent will be executed to ensure the Housing continues to meet the requirements under the program. In general the forgiveness period is 10 years; but can be as high as 15 years for assistance between \$24,000 and \$36,000.</p>

<p><b>h) Intended Outcome(s) and Indicator(s)</b></p>	<p>Outcome: Reduce the number of households in need by improving access to Affordable Housing that is sound, suitable and sustainable.</p> <p>Outcome Based Indicator 1A: Number of households no longer in housing need as a result of the <i>Investment in Affordable Housing</i>.</p> <p>Outcome Based Indicator 1B: Number of victims of family violence who were able to leave violent situations as a result of investments under the Agreement</p> <p>Outcome: Increase the resources available to address the Housing needs of households in need by encouraging Contributions by Others, including the private and not-for-profit sectors.</p> <p>Outcome Based Indicator 2: Additional dollars generated through local partnerships toward addressing housing need (excluding minimum Contributions by Others required per the Agreement) as a result of the Investment in Affordable Housing</p> <p>Outcome: Reduce the demand for services and institutional living by increasing and extending independent living for households in need being seniors and persons with disabilities.</p> <p>Outcome Based Indicator 3: The number of seniors or persons with disabilities who are able to remain living independently.</p>
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NOTE: Newfoundland and Labrador is responsible for ensuring that all Program details, whether or not outlined in the Distinguishing Summary, are in accordance with the requirements of the Agreement.

## CMHC — NEWFOUNDLAND AND LABRADOR

## AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014

**SCHEDULE B**  
**DISTINGUISHING PROGRAM SUMMARY**  
**(Agreement Section 5)**

<b>a) Program Number and Name:</b> B-3 Affordable Homeownership	
<b>b) Effective Date of Inclusion or Last Revision:</b> April 1, 2011	
<b>c) Spending Category</b>	Increase the supply of Affordable Housing.
<b>d) Specific Objective</b>	<p>To assist with the development of Housing for homeownership that is affordable and suitable.</p> <p>The target client groups are low to moderate income family households. However, only funding related to households on, or eligible to be on, a waiting list for social housing will be claimed as CMHC and CBO funding under the Agreement.</p>
<b>e) Proponent Type</b>	Proponents may include municipal housing agencies, non-profit or private developers providing housing to eligible households.
<b>f) Activity Type</b>	Creation of new modest homeownership housing through new construction or acquisition/rehabilitation or acquisition/conversion.
<b>g) Nature of Assistance</b>	<p>One-time capital funding. An agreement with the proponent will be executed to ensure the Housing continues to meet the requirements under the Program for a period of 10 years for private sector proponents and up to 25 years for non-profit sector proponents. Funding is used by the proponent toward eligible costs in order to reduce the purchase price or construction costs of the homeownership Units for eligible households.</p> <p>Assistance will be based on the number of Units within a development that meet the requirements under the Agreement. Private sector funding (up to \$55,000 per unit) non profit sector funding (up to \$150,000 per unit).</p>



<b>h) Intended Outcome(s) and Indicator(s)</b>	<p>Outcome: Reduce the number of households in need by improving access to Affordable Housing and shelter that is sound, suitable and sustainable.</p> <p>Outcome Based Indicator 1A: Number of households no longer in housing need as a result of the <i>Investment in Affordable Housing</i>.</p> <p>Outcome: Increase the resources available to address the Housing needs of households in need by encouraging Contributions by Others, including the private and not-for-profit sectors.</p> <p>Outcome Based Indicator 2: Additional dollars generated through local partnerships toward addressing housing need (excluding minimum Contributions by Others required per the Agreement) as a result of the Investment in Affordable Housing.</p>
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NOTE: Newfoundland and Labrador is responsible for ensuring that all Program details, whether or not outlined in the Distinguishing Summary, are in accordance with the requirements of the Agreement.

**CMHC — NEWFOUNDLAND AND LABRADOR**  
**AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING**

**SCHEDULE B**  
**DISTINGUISHING PROGRAM SUMMARY**  
**(Agreement Section 5)**

<b>a) Program Number and Name: B-4 Housing For Victims of Family Violence</b>	
<b>b) Effective Date of Inclusion or Last Revision: February 1, 2015</b>	
<b>c) Spending Category</b>	Foster safe independent living.
<b>d) Specific Objective</b>	<p>To provide support for new construction of, modifications and renovations to Affordable Housing that provides accommodations to victims of family violence.</p> <p>The target client groups are low to moderate income family households who are victims of family violence which may be included in mixed income projects.</p>
<b>e) Proponent Type</b>	Proponents may include municipal housing agencies as well as non-profit or private landlords renting to eligible households.
<b>f) Activity Type</b>	Creation of new modest rental housing through construction, or acquisition and conversion to Affordable Housing, or renovations.
<b>g) Nature of Assistance</b>	<p>One-time capital funding. Funding for renovations is provided to the proponent based on the cost of approved work items.</p> <p>An agreement with the proponent will be executed to ensure the Housing continues to meet the requirements under the Program for a period of 10 years for private sector proponents and up to 25 years for non-profit sector proponents.</p> <p>Assistance will be based on the number of Units within a development that meet the requirements under the Agreement.</p>
<b>h) Intended Outcome(s) and Indicator(s)</b>	<p>Outcome: Reduce the number of households in need by improving access to Affordable Housing that is sound, suitable and sustainable.</p> <p>Outcome Based Indicator 1A: Number of households no longer in housing need as a result of the <i>Investment in Affordable Housing</i>.</p>

	<p>Outcome Based Indicator 1B: Number of victims of family violence who were able to leave violent situations as a result of investments under the Agreement</p> <p>Outcome: Increase the resources available to address the Housing needs of households in need by encouraging Contributions by Others, including the private and not-for-profit sectors.</p> <p>Outcome Based Indicator 2: Additional dollars generated through local partnerships toward addressing housing need (excluding minimum Contributions by Others required per the Agreement) as a result of the Investment in Affordable Housing</p> <p>Outcome: Foster training of skilled labour by supporting apprenticeships in the residential housing sector.</p> <p>Outcome Based Indicator 3: Description of activities / initiatives to promote or support apprenticeships in IAH Projects.</p>
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NOTE: Newfoundland and Labrador is responsible for ensuring that all Program details, whether or not outlined in the Distinguishing Summary, are in accordance with the requirements of the Agreement.

CMHC - NEWFOUNDLAND AND LABRADOR

AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014

SCHEDULE C: ANNUAL PLAN (Paragraph 7.1 of the Agreement)

Planned Quarterly Claims for CMHC Funding (\$ millions) (4)	2011-2012					2012-2013					2013-2014					Grand Total
	(1)				Total (5)	(2)				Total (5)	(3)				Total (5)	
	Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4		
					\$6.810					\$6.810					\$6.810	\$20.430

- (1) Planned Quarterly Claims for 2011-12 (to be proposed to CMHC by May 1, 2011).
- (2) Planned Quarterly Claims for 2012-13 (to be proposed to CMHC by May 1, 2012).
- (3) Planned Quarterly Claims for 2013-14 (to be proposed to CMHC by May 1, 2013).
- (4) Each quarterly amount should reflect the estimated value of Quarterly Claims that CMHC will receive by the last business day of the quarter.
- (5) This is the annual allocation and fiscal authority for the Fiscal Year. Reallocation among Fiscal Years must be approved by CMHC (subject to availability of funding).

The above amounts include the following:

Victims of Family Violence (\$ millions)			
2011-2012	2012-2013	2013-2014	Total
\$0.070	\$0.070	\$0.070	\$0.210

Commitments of Contributions by Others (\$ millions)	2011/12 \$ millions			2012/13 \$ millions			2013/14 \$ millions			2014/15 \$ millions			Grand Total
	NL / NLHC	Other	Total CBO (6)	NL / NLHC	Other	Total CBO (6)	NL / NLHC	Other	Total CBO (6)	NL / NLHC	Other	Total CBO (6)	

(6) See requirements of paragraphs 8.2, 8.3 and 8.7 of the Agreement for Commitments of Contributions by Others.

CMHC – NEWFOUNDLAND AND LABRADOR  
AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014

SCHEDULE D  
QUARTERLY CLAIM FOR CMHC FUNDING AND IDENTIFICATION OF COMMITMENTS  
FOR THE QUARTER FROM \_\_\_\_ 1, 20\_\_ TO \_\_\_\_30/31, 20\_\_\_\_.

PART A (Section 7 of the Agreement):

	NLHC Ref. #	Project Name	Address	Postal Code	Sponsor	CEAA Guideline Compliance (Y / N / NA)	Program	# Units	CMHC Funding	Contributions by Others (CBO)			CMHC Ongoing Contributions		CBO Ongoing Contributions		Output  (Dropdown Menu)
	(a)	(a)	(a)	(a)	(a)	(b)			<u>Amount of claim</u>  (c)	(c)			(d)		(d)		
											NL/NLHC Funding  (c)	Others  (c)	Total CBO  (c)	# of yrs for ongoing funds (e)	\$ to be paid over life of Commitment	# of yrs for ongoing funds (e)	
Subtotal																	
Program Mgt and Admin																	
Total																	

Notes:

(a) Each Project is to be reported separately. Assistance to Recipients may be aggregated for each Program. Thus, having in mind the protection of personal information, the shaded columns do not require individual details for assistance to Recipients.

(b) Enter NA where Canadian Environmental Assessment Act (CEAA) Guideline compliance is not required, that is, where no CMHC Funding is involved or where there is no construction and CMHC Funding will be used only for rent supplements or shelter allowances.

(c) Total amount, including ongoing contributions. Ongoing contributions are to be calculated (present value) in accordance with paragraph 8.3 of the Agreement.

(d) For ongoing contributions, indicate the actual funds to be paid over the lifetime of the Commitment (not present value).

(e) Actual period, to a maximum of 20 years.

Show Commitments Cancelled or Reduced or Non-Compliance as a negative in Part A.

**PART B:**  
Shortfall of CBO compared with CMHC Funding per paragraph 8.2 of the Agreement  
- at end of each Fiscal Year starting March 31, 2013  
  
Amount (if any) to refund to CMHC: \$ \_\_\_\_\_

Dropdown Menu for Output list:  
New Construction – rental  
New Construction – homeowner  
New Construction – supportive housing  
New Construction – shelter (victims of family violence)  
Conversion – rental  
Conversion – homeowner

Conversion – supportive housing  
Conversion – shelter (victims of family violence)

Renovation - rental  
Renovation – homeowner

Renovation – supportive housing  
Renovation – shelter (victims of family violence)  
Renovation - adaptation seniors  
Renovations - adaptation PWD  
Rent Supplement/Shelter Allowance

**CMHC – NEWFOUNDLAND AND LABRADOR  
AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014**

**SCHEDULE E  
ANNUAL PUBLIC REPORTING ON OUTCOMES  
(Agreement paragraph 9.2)**

Governments must be accountable to the public for the use of public funds through an open and transparent process which identifies expected outcomes, measures performance, reports on results to the public and provides for follow-up. In this context each government is responsible for reporting annually to the public regarding the investments and achievement of intended outcomes under this Agreement.

Such public reporting will recognize that funding was provided under the Canada Mortgage and Housing Corporation – Newfoundland and Labrador Agreement for Investment in Affordable Housing 2011-2014 and will give equal recognition to CMHC Funding and Contributions by Others.

NLHC will report publicly on the outcomes and related indicators based on annual and cumulative results.

**Outcomes and Related Indicators:**

The parties intend that the overall outcome to be achieved through the carrying out of this Agreement will be to reduce the number of households in need by improving access to Affordable Housing that is sound, suitable and sustainable for households in need.

*Indicator:* Number of households no longer in housing need as a result of the *Investment in Affordable Housing*.

*Indicator:* Number of victims of family violence who were able to leave violent situations as a result of investments under the Agreement

Based on the categories of spending addressed under this Agreement, CMHC Funding and Contributions by Others will also serve to achieve the following outcomes:

- 1. Outcome:** Increase the resources available to address the Housing needs of households in need by encouraging contributions by others, including the private and not-for-profit sectors.

*Indicator:* Additional dollars generated through local partnerships toward addressing housing need (excluding minimum Contributions by Others required per the Agreement) as a result of the *Investment in Affordable Housing*

- 2. Outcome:** Reduce the demand for services and institutional living by increasing and extending independent living for households in need being seniors and persons with disabilities

*Indicator:* The number of seniors or persons with disabilities who are able to remain living independently.



**CMHC - NEWFOUNDLAND AND LABRADOR  
AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014**

**SCHEDULE F  
ANNUAL AUDITED STATEMENT OF DISBURSEMENTS  
For the Fiscal Year Ended March 31, 20\_\_ (\$ thousands)**

**Part A: (Paragraph 9.4 of the Agreement)**

Disbursements Current Fiscal Year

**Disbursements to Projects and Recipients**

**CMHC Funding      Contributions by Others      Total**

**Programs (Schedule B)**

Program 1

Program 2

Subtotal Programs

**Program Management and Administration Costs****Total Disbursed****Victims of Family Violence (included in above)****Part B: (Paragraph 9.4 of the Agreement)**

<b>Cumulative Funding and Contributions</b>	<b>Beginning Balance Disbursed</b>	<b>Disbursed This Year</b>	<b>Disbursed to Date</b>
CMHC Funding - Disbursed to Projects and Recipients			
(a) Program 1			
(b) Program 2			
Total CMHC Funding Disbursed			
Total Contributions by Others - Disbursed to Projects and Recipients			
Program Management and Administration Costs			
Cumulative Grand Total of Disbursed CMHC Funding and CBO			
Victims of Family Violence (included in above CMHC Funding Disbursed)			
NLHC and NL Share of Contributions - Disbursed to Projects and Recipients (included in CBO above)			

**Part C : Reconciliation (Paragraphs 6.8, 8.6, and 8.7 of Agreement)****Reconciliation of Disbursement of CMHC Funding and Disbursement of Contributions by Others**

	<b>Beginning Balance</b>	<b>Current Year</b>	<b>Total</b>
CMHC Funding Received minus Refunds to CMHC			
Net* CMHC Funding Disbursed and to be Disbursed			
Excess			
Deficiency** in net * Contribution by Others Disbursed and to be Disbursed			
Amount to Refund to CMHC***			
Victims of Family Violence included in CMHC Funding Received/Refunded above			

\*net of amounts recovered or to be recovered for project or recipient non-compliance (paragraph 6.8 of the Agreement) and net of shortfall in disbursements for victims of family violence (paragraph 8.1 of the Agreement)

\*\* deficiencies in matching CBO (paragraph 8.6 of the Agreement) deficiencies in NLHC and NL 50% share of required CBO (Paragraph 8.7 of the Agreement)

\*\*\* sum of "Excess" and "Deficiency"

S230611-S290611SV

**CMHC – NEWFOUNDLAND AND LABRADOR**

**AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014**

**SCHEDULE F.1  
ANNUAL AUDIT  
(Agreement paragraph 9.5)**

1. The Annual Statement of Disbursements (Schedule F) must be audited by an auditor licensed to practice in Newfoundland and Labrador and the audit is to be conducted in accordance with Canadian Auditing Standards 700 and the auditor may rely on the audit work of other professionals.
2. The auditor is to provide an opinion as to whether or not the Annual Statement of Disbursements presents the data fairly, in accordance with generally accepted accounting principles, and whether or not NLHC has complied with the terms of the Agreement for Investment in Affordable Housing 2011 - 2014. The auditor is also to provide details on any irregularities and non-compliance and state or estimate (when it cannot be stated) the dollar amounts involved.
3. NLHC will provide the Annual Statement of Disbursements and auditor's opinion to CMHC within six months after the end of the Fiscal Year.
4. NLHC will correct any deficiencies noted by the auditor within a reasonable period of time. CMHC Funding may be withheld if the deficiencies are not corrected within a reasonable period of time.
5. NLHC shall refund to CMHC any CMHC Funding which has not been disbursed in accordance with this Agreement.
6. CMHC is not responsible for the cost of the audit.
7. NLHC shall on reasonable grounds and reasonable notice give CMHC access to its documents, books, records and accounts to verify compliance with this Agreement.

**CMHC – NEWFOUNDLAND AND LABRADOR**  
**AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014**

**SCHEDULE G**  
**COMMUNICATIONS PROTOCOL**  
**(Paragraph 11.1 of the Agreement)**

**G.1 GENERAL**

- G.1.1 CMHC and NLHC (the “Parties”) agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and timely communications with the public through appropriate, continuous and consistent public information activities that recognize the contributions of the Parties and the applicant.
- G.1.2 CMHC and NLHC agree that all communications activities and products related to this Agreement, any Programs and any Projects shall recognize equally, refer to equally and give equal prominence and priority to the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Newfoundland and Labrador” including “Newfoundland and Labrador Housing Corporation”. Without limiting the generality of the preceding sentence, this paragraph applies to all provisions of this Schedule.
- G.1.3 All public information material in relation to this Agreement shall be prepared jointly.
- G.1.4 Subject to G.1.2, both Parties agree to adhere to government visibility requirements. They will be provided by CMHC and NLHC as issued from time to time. Visibility requirements may include, but are not limited to, items such as branding and signage.

**G.2 JOINT COMMITTEE**

- G. 2.1 There shall be a Joint Committee of senior CMHC and NLHC officials responsible for the implementation of the Communications Protocol. The Joint Committee is a forum for sharing information on Investment in Affordable Housing 2011-2014 Projects and Programs, planning and approving communications plans, materials and activities, but may elect to address other Program issues by mutual agreement.
- G.2.2 The Joint Committee will continue to exist and operate for as long as necessary to meet the requirements of this Agreement.
- G.2.3 The Joint Committee will consist of two members appointed by CMHC and two members appointed by NLHC.
- G.2.4 The Joint Committee will be headed by two Co-chairs. CMHC will appoint one of its two members as the CMHC Co-chair and NLHC will appoint one of its two members as the NLHC Co-chair.
- G.2.5 The Joint Committee will meet at least twice a year.

### **G.3 COMMUNICATION WITH APPLICANTS AND OTHERS**

- G.3.1 NLHC will provide the CMHC co-chair with information on each Project application which has been approved five business days before any communication of the approval to the applicant or others.
- G.3.2 All Project and Recipient approval notifications in a form acceptable to both parties shall identify the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Newfoundland and Labrador” including “Newfoundland and Labrador Housing Corporation” as sources of funding, under the “Investment in Affordable Housing 2011-2014”.
- G.3.3 All public information material related to calls for tendering shall clearly and prominently indicate that the Project is funded by the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Newfoundland and Labrador” including “Newfoundland and Labrador Housing Corporation” pursuant to this Agreement.

### **G.4 COMMUNICATION WITH THE PUBLIC**

#### Public Information Products

- G.4.1 The Parties may develop information kits, brochures, public reports, and web site material, recognizing the joint funding, to inform potential applicants and the public about the Investment in Affordable Housing 2011-2014 and the Programs.

#### News Releases

- G.4.2 A joint news release shall be issued when this Agreement is signed. Unless the Parties decide otherwise, there shall be a joint news release for each approved Project or group of Projects or Recipients (without disclosing personal information), in which each Party will have equal importance. A news release may include quotations from a federal and a provincial official, other contributors and the applicant. The Parties must agree on these quotations. The Parties shall agree on the timing of the news release.
- G.4.3 The Parties shall co-operate in organizing press conferences, announcements and official ceremonies. The Parties will agree on the messages and public statements at such events. The Parties shall agree if, when and where special ceremonies and events will be held. Neither Party nor any municipality, applicant or contributor shall make any public announcement for a Project or Recipients, without first securing the agreement of the other Party. A Party must be informed of a proposed joint event at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the other Party agrees to the event.
- G.4.4 Either Party may organize a joint press conference. The requester shall give the other Party notice of at least 20 working days of such a press conference, public announcement or joint event, which shall not be presented by one Party to another as final. The CMHC and NLHC Ministers or their designated representatives and each Party may participate in these press conferences, which shall be held on a date and at a location that are agreed upon.
- G.4.5 The signing of this Agreement shall be the subject of an official ceremony.

- G.4.6 The Parties shall work together to organize such announcements and official ceremonies, and shall follow a mutually agreed-upon order of precedence. The Parties should jointly agree on the messages and public statements at such events.

#### Signage

- G.4.7 NLHC shall ensure that the applicant provides and installs temporary signage at a prominent location where there is visible activity related to an approved Project. The signage shall indicate that it is a Government of Canada - CMHC and Government of Newfoundland and Labrador - NLHC (and municipal as applicable) Investment in Affordable Housing 2011-2014 Project, bear a message approved by each Party, and remain in place throughout the construction period.
- G.4.8 NLHC shall provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription.
- G.4.9 Design, wording and specifications of signs and plaques shall reflect the equal participation of the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Newfoundland and Labrador” including “Newfoundland and Labrador Housing Corporation” and must be approved by both Parties. Signs and plaques shall have appropriate spaces indicating participation by the municipality and the applicant, if requested.
- G.4.10 The Parties shall issue specifications for signs and plaques and time frames for their installation. Temporary signs must be removed within 90 days of Project completion.

#### Advertising

- G.4.11 Either Party may organize an advertising or public information campaign, recognizing the joint funding, related to the Investment in Affordable Housing 2011-2014 and the Programs. However, it must inform the other Party of the contents of the campaign’s messages at least 30 days before it is launched.

#### Payments

- G.4.12 All payments to approved applicants or others pursuant to or related to this Agreement will identify the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Newfoundland and Labrador” including “Newfoundland and Labrador Housing Corporation” as sources of funding, under the “Investment in Affordable Housing 2011-2014”.

### **G.5 COSTS**

- G.5.1 The Joint Committee shall approve an annual communications plan and budget.

- G.5.2 Costs associated with the development and delivery of communications products and activities in the approved communications plan and budget are eligible costs under this Agreement. This would apply to costs incurred by either party associated with any public announcement and official ceremony, temporary or permanent signage and plaques, advertising, literature, media distribution, organization of special events, as established by both Parties.

## **G.6 MUNICIPALITIES**

- G.6.1 “Municipal” and “municipality” include public bodies designated by NLHC as the local functionary for Programs.