

### SUPPLEMENTARY AGREEMENT NO. 2

Ms. Lori Kimball
Acting President
Nunavut Housing Corporation
2<sup>nd</sup> Floor – 1553 Federal Road
P.O. Box 1000, Station 1400
Iqaluit, Nunavut X0A 0H0

Dear Ms. Kimball:

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

I am pleased to provide this Supplementary Agreement No. 2 to enable Nunavut to access funding for the 2014-2019 extension of the Agreement for Investment in Affordable Housing 2011 – 2014 ("2014 Extension"), and funding to support the construction of new Affordable Housing, as set out in Economic Action Plan 2013.

CMHC and Nunavut Housing Corporation ("NHC") agree that this Supplementary Agreement No. 2 enables NHC to receive further CMHC Funding in the maximum amount of \$7.325 million for the 2014 Extension.

CMHC and NHC also agree that this Supplementary Agreement No. 2 enables NHC to access the remaining \$70 million, as set out in Economic Action Plan 2013, for the construction of New Affordable Housing under Program H-1 ("Economic Action Plan 2013 – New Housing for Nunavut").

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 (the "Original Agreement") and the Supplementary Agreement No. 1 dated September 12, 2013 (the "Supplementary Agreement No. 1"), and all amendments and supplements to them preceding this letter (all together the "Existing Agreements").

Part A of this Supplementary Agreement No. 2 applies to the 2014 Extension, Part B applies to Economic Action Plan 2013 – New Housing for Nunavut, and Part C applies to the Original Agreement, Supplementary Agreement No. 1 and this Supplementary Agreement No. 2.

### 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 Part A of Supplementary Agreement No. 2.
- 2. [INTENTIONALLY DELETED]
- 3. This Part A of Supplementary Agreement No. 2 applies only to the CMHC Funding and Contributions by Others for the purposes of the 2014 Extension, pursuant to Commitments made by NHC 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 Part A of Supplementary Agreement No. 2 is for the period from April 1, 2014 to March 31, 2019. NHC 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 Part A of Supplementary Agreement No. 2 is \$7.325 million. This maximum CMHC Funding is available by Fiscal Year in the following amounts: 2014 2015: \$1.465 million; 2015 2016: \$1.465 million; 2016-2017: \$1.465 million; 2017 2018: \$1.465 million; 2018 2019 \$1.465 million. At least \$0.010 million in CMHC Funding must be claimed in each Fiscal Year and used under this Part A of Supplementary Agreement No. 2 for victims of family violence.
- 6. Recommitments of CMHC Funding under this Part A of Supplementary Agreement No. 2 (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, NHC will use the Quarterly Claims form Schedule D to identify only CMHC Funding and Contributions by Others under this Part A of Supplementary Agreement No. 2, as set out in section 7 of the Original Agreement. Under this Part A of Supplementary Agreement No. 2, the final Quarterly Claim request for CMHC Funding must be received by CMHC not later than March 29, 2019, though NHC will continue through March 31, 2020 to use the Quarterly Claims form Schedule D to identify Contributions by Others.

- 8. Under this Part A of Supplementary Agreement No. 2: 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 Part A of Supplementary Agreement No. 2, 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 Part A of Supplementary Agreement No. 2 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 NHC agree on the value of apprenticeships in the residential housing sector which support training of skilled labour. Under this Part A of Supplementary Agreement No. 2, through appropriate initiatives as determined by NHC or Nunavut, NHC 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 ECONOMIC ACTION PLAN 2013 – NEW HOUSING FOR NUNAVUT

The following terms apply only to Economic Action Plan 2013 – New Housing for Nunavut under Program H-1 for the purposes of this Supplementary Agreement No. 2:

1. All provisions of Supplementary Agreement No. 1 that apply to Program H-1, apply to this Part B of Supplementary Agreement No. 2, except where they are not consistent with this Part B.

- 2. CMHC agrees to contribute a maximum amount of \$70 million in CMHC Funding under this Part B of Supplementary Agreement No. 2.
- 3. This Part B of Supplementary Agreement No. 2 applies only to the CMHC Funding in respect of Program H-1, pursuant to Commitments made by NHC only from and after April 1, 2013 to not later than March 31, 2015.
- 4. CMHC Funding under this Part B of Supplementary Agreement No. 2 is for the period from April 1, 2014 to March 31, 2015. NHC will provide to CMHC a proposed completed Annual Plan in the form attached as Schedule C.2 for the Fiscal Year 2014 2015. Payment of CMHC Funding is conditional on having in place a completed and agreed to Annual Plan for that Fiscal Year. All references to Schedules C and C.1 under the Existing Agreements are deemed to be references to Schedule C.2.
- 5. Under this Part B of Supplementary Agreement No. 2, the final Quarterly Claim request for CMHC Funding must be received by CMHC not later than March 31, 2015. For greater certainty, Schedule D.1 continues to apply for the purposes of this Part B of Supplementary Agreement No. 2, as set out in paragraph 7 of Supplementary Agreement No. 1.
- 6. Recommitments of CMHC Funding under this Part B of Supplementary Agreement No. 2 (in accordance with paragraph 6.9(a) of the Original Agreement), can only be to other Projects under Program H-1 and must occur not later than March 31, 2016.

### PART C: PROVISIONS APPLICABLE TO CMHC FUNDING AND CONTRIBUTIONS BY OTHERS UNDER THE ORIGINAL AGREEMENT, SUPPLEMENTARY AGREEMENT NO. 1 AND THIS SUPPLEMENTARY AGREEMENT NO. 2

- 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. 2.
- 2. All references to "2011 2014" or more generally to the 2011 2014 time period in the Existing Agreements will be read to apply to this Supplementary Agreement No. 2. For greater certainty, all schedules of the Existing Agreements continue to apply to this Supplementary Agreement No. 2, except as amended herein or under Supplementary Agreement No. 1.

If you agree, please confirm your agreement by signing this Supplementary Agreement No. 2 in duplicate and return one original agreement to me.

Please ensure that copies of this Supplementary Agreement No. 2 are attached to all copies of the Existing Agreements.

Sineerely,

Evan W. Siddall

President

### NHC agrees to this Supplementary Agreement No. 2

Nunavut Housing Corporation

Lori Kimball

Acting President

JAN 28 2014

# Schedule C - 2014 Extension added by Part A, paragraph 4 of the Supplementary Agreement No. 2 effective April 1, 2014

### CMHC - NUNAVUT

# SCHEDULE C - 2014 EXTENSION: ANNUAL PLAN

			2014-203	15				2015-2016	91				2016-2017	17				2017-2018	80			~	2018-2019	6		Grand
			1)				(2)						(3)				(4					(2)		П		
	Q1	02	93	04	Total (7)	01	075	03	Q4	Q3 Q4 Total (7)	01	075	<b>Q3</b>	Q4	Q4 Total (7)	Q1	0,2	Q3	04	Q4 Total (7)	01	0,2	03	Q4 T	Total (7)	
Planned Quarterly Claims for CMHC Funding (\$ millions) (6)					\$1.465					\$1.465	10				\$1.465					\$1.465					\$1.465	\$7.325

Planned Quarterly Claims for 2014-15 (to be proposed to CMHC by May 1, 2014).
 Planned Quarterly Claims for 2015-16 (to be proposed to CMHC by May 1, 2015).
 Planned Quarterly Claims for 2016-17 (to be proposed to CMHC by May 1, 2016).
 Planned Quarterly Claims for 2011-8 (to be proposed to CMHC by May 1, 2017).
 Planned Quarterly Claims for 2017-18 (to be proposed to CMHC by May 1, 2013).
 Planned Quarterly Claims for 2018-19 (to be proposed to CMHC by May 1, 2013).
 Each quarterly Claims for 2018-19 (to be proposed to CMHC by May 1, 2018).
 Each quarterly amount should reflect the estimated value of Quarterly Claims that CMHC will receive by the last business day of the quarter.
 This is the annual allocation and fiscal authority for the Fiscal Year. Reallocation among Fiscal Years annual allocation and fiscal authority for the Fiscal Year.

# The above amounts include the following:

		the first of the same	and the second		
014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Total
\$0.010	\$0.010	\$0.010	\$0.010	\$0.010	\$0.050

					- 1 - 1
				Total CBO	(8)
			2019/20 millions	Other	
					NHC
				Total CBO	(8)
			2018/19 5 millions	Other	
					NHC
	\$0.050			Total CBO	(8)
10001			2017/18 millions	Other	П
5775-5775	\$0.010		20	N /	NHC
2010				Total CBO	(8)
0707	\$0.010		2016/17 millions	Other	T
2017-1102				N ~	NHC
77070707	\$0.010		Total CBO	(8)	
20102			2015/16 millions	Other	
OTO	\$0.010		100	DN /	NHC
2017-5102				Total CB0	(8)
6707	\$0.010		2014/15 \$ millions	Other	
+107					NHC
				The state of the s	Commitments of Contributions by Others (\$ millions)

**Grand Total** 

(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. 2 for Commitments of Contributions by Others.

Schedule C.2 added by Part B, paragraph 4 of Supplementary Agreement No.2 effective April 1, 2014

CMHC - NUNAVUT

SCHEDULE C.2: ANNUAL PLAN (Program H-1: Economic Action Plan 2013 - New Housing for Nunavut)

			2014-2015		
		3	(1)		
	0,1	02	Q3	Q4	Total (3)
Planned Quarterly Claims for CMHC Funding (\$ millions) (2)					\$70.000

(1) Planned Quarterly Claims for 2014-15 (to be proposed to CMHC by May 1, 2014).
(2) Each quarterly amount should reflect the estimated value of Quarterly Claims that CMHC will receive by the last business day of the quarter.
(3) This is the annual allocation and fiscal authority for the Fiscal Year. Reallocation among Fiscal Years must be approved by CMHC.

		2014/15			2015/16		<b>Grand Total</b>
		\$ millions			\$ millions		
	NO	Other	Total	N	Other	Total	
	-		CBO	_		CBO	
mitments of Contributions	NHC			NHC			
by Others (\$ millions) (4)							

(4)Contributions by Others (CBO) are not required for Program H-1. Should Nunavut choose to report CBO for Program H-1, Schedule D.1 must be used. CBO reported under Program H-1 may be counted towards CBO for Programs under Schedule B.

### **CMHC-NUNAVUT**

### AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING

### ADDENDUM\* TO SCHEDULE E - ANNUAL PUBLIC REPORTING ON OUTCOMES (Supplementary Agreement No. 2, 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.

<sup>\*</sup>For greater certainty, under Part A of this Supplementary Agreement No. 2, 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 C, paragraph 1 of Supplementary Agreement No. 2 effective April 1, 2014

CMHC - NUNAVUT
AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING
ANNUAL AUDITED STATEMENT OF DISBURSEMENTS
For the Fiscal Year Ended March 31, 20..... (\$ dollars)

Part A: (Paragraph 9.4 of the Original Agreement and Part B, paragraph 1 of Supplementary Agreement No. 2)	2011 - 20	2011 - 2014 ORIGINAL AGREEMENT	EEMENT	2014 E)	2014 EXTENSION AGREEMENT	EMENT
Disbursements Current Fiscal Year	Disbursen	Disbursements to Projects and Recipients	Recipients	Disbursem	Disbursements to Projects and Recipients	Recipients
Programs (Schedule B and H.1)	CMHC Funding	Contributions by Others	Total	CMHC Funding	Contributions by Others	Total
Program B-1						
Program B-2  December 1 4 Engagement Anthon Disc 2042 Man. Housing for Nicoscott						
Subtotal Programs						
Program Management and Administrative Costs.						
Total Disbursed						
Victims of Family Violence (included in above)						
Part B: (Paragraph 9.4 of the Original Agreement and Part B, paragraph 1 of Supplementary Agreement No. 2)	2011 - 20	2011 - 2014 ORIGINAL AGREEMENT	EEMENT	2014 E)	2014 EXTENSION AGREEMENT	EMENT
Cumulative Funding and Contributions	Beginning Balance Disbursed	Disbursed This Year	Disbursed to Date	Beginning Balance Disbursed	Disbursed This Year	Disbursed to Date
Cumulative Funding - Disbursed to Projects and Recipients						
Program B-1						
Program B-2						
Program H-1 Economic Action Plan 2013 - New Housing for Nunavut						
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)						
NHC and NU Share of Contributions - Disbursed to Projects and Recipients (included in CBO above)						
Part C: Reconciliation (Paragraphs 6.8, 8.6, and 8.7 of the Original Agreement and Part A, paragraph 10 of Supplementary Agreement No. 2, as applicable)	2011 - 20	2011 - 2014 ORIGINAL AGREEMENT	EEMENT	2014 E)	2014 EXTENSION AGREEMENT	EMENT
Reconciliation of Disbursement of CMHC Funding and Disbursement of Contributions by Others	Balance	Current	Total	Balance	Current	Total
CMHC Funding Received minus Refunds to CMHC						
Test Criming Liberal sed and to be Liberal sed  Excess						
Deficiency** in net* Contributions by Others Disbursed and to be Disbursed Amount to Refund to CMHC***						

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

<sup>\*</sup>net of amounts 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. 2, a applicable)

<sup>\*\*</sup>deficiencies in matching CBO (paragraph 8.6 of the Original Agreement and Part A, paragraph 10 of Supplementary Agreement NO. 2, as applicable); deficiencies in NHC and NU 50% share of required CBO (Paragraph 8.7 of the Original



### SUPPLEMENTARY AGREEMENT NO. 1

Mr. Alain Barriault
President, Nunavut Housing Corporation
2<sup>nd</sup> Floor – 1553 Federal Road
P.O. Box 1000, Station 1400
Igaluit, Nunavut X0A 0H0

Dear Mr. Barriault:

Re: Federal Funding of \$30 million for the construction of new housing in Nunavut for Fiscal Year 2013 - 2014 under Economic Action Plan 2013 flowing through the Investment in Affordable Housing

As you are aware, Economic Action Plan 2013 proposes \$100 million in funding over two Fiscal Years to support the construction of new Affordable Housing in Nunavut. In this regard, I am pleased to provide this Supplementary Agreement No. 1 to enable Nunavut to access \$30 million of this funding for Fiscal Year 2013 – 2014 pursuant to section 129 of the Economic Action Plan 2013 Act, No. 1 which will flow through the Agreement for Investment in Affordable Housing 2011 – 2014 (the "Original Agreement"). The remaining \$70 million relating to Fiscal Year 2014 – 2015 will be the subject of a separate letter of amendment and will apply to Commitments made by NHC from and after April 1, 2013 to not later than March 31, 2015, subject to necessary appropriations.

CMHC and Nunavut Housing Corporation ("NHC") agree that this Supplementary Agreement No. 1 enables Nunavut to receive CMHC Funding in the maximum amount of \$30 million for the construction of new Affordable Housing for Fiscal Year 2013 – 2014 as set out in the Economic Action Plan 2013 Act, No. 1. This is in addition to the CMHC Funding under the Original Agreement.

The following terms apply only to this Supplementary Agreement No. 1:

1. All provisions of the Original Agreement apply to this Supplementary Agreement No. 1, except where they are not consistent with this Supplementary Agreement No. 1.

- 2. CMHC agrees to contribute a maximum amount of \$30 million in CMHC Funding under this Supplementary Agreement No. 1. NHC may use this maximum amount of CMHC Funding only for new Affordable Housing under Program H-1: Economic Action Plan 2013 New Housing for Nunavut, which is established under Schedule H and is appended to this Supplementary Agreement No. 1. For the purposes of this Supplementary Agreement No. 1, the definition of "Program" under paragraph 1.1 of the Original Agreement includes a program set out in Schedule H. Section 5 of the Original Agreement does not apply to Programs set out in Schedule H.
- 3. This Supplementary Agreement No. 1 applies only to the CMHC Funding in respect of Program H-1, pursuant to Commitments made by NHC only from and after April 1, 2013 to not later than March 31, 2014.
- 4. CMHC Funding under this Supplementary Agreement No. 1 is for the period from April 1, 2013 to March 31, 2014. NHC will provide to CMHC a proposed completed Annual Plan in the form attached as Schedule C.1 for the Fiscal Year 2013 2014. Payment of CMHC Funding is conditional on having in place a completed and agreed to Annual Plan for that Fiscal Year. All references to Schedule C under the Original Agreement are deemed to be references to Schedule C.1.
- 5. CMHC Funding committed under Program H-1 may be recommitted pursuant to subparagraph 6.9(a) of the Original Agreement, but only to other Projects under Program H-1.
- 6. Contributions by Others are not required for Program H-1. Accordingly, for the purposes of this Supplementary Agreement No. 1, the requirements regarding matching set out in paragraph 8.2 of the Original Agreement do not apply with respect to Commitments of CMHC Funding under Program H-1 and the refund of CMHC Funding referred to in paragraph 8.6 of the Original Agreement, will be net of any CMHC Funding amounts properly disbursed under Program H-1.
- 7. For the purposes of this Supplementary Agreement No. 1, the Quarterly Claims for Program H-1 will be in the format set out in Schedule D.1 and will contain the information regarding Commitments called for in Schedule D.1. All references to Schedule D under the Original Agreement are deemed to be references to Schedule D.1.
- 8. For the purposes of Schedule E of the Original Agreement, NHC will report separately on the outcomes and related indicators called for in Program H-1 under Economic Action Plan 2013, in the manner set out in paragraphs 9.2 and 9.3 of the Original Agreement.
- 9. NHC will include Program H-1 in the Schedule F Annual Statement of Disbursements required to be provided under paragraph 9.4 of the Original Agreement.

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,

Douglas A. Stewart

Interim President

NHC agrees

SEP 1 2 2013

NUNAVUT HOUSING CORPORATION

Alain Barriault

President

# SCHEDULE C.1 added by paragraph 4 of Supplementary Agreement No.1 effective April 1, 2013

### CMHC - NUNAVUT

SCHEDULE C.1: ANNUAL PLAN (Program H-1: Economic Action Plan 2013 - New Housing for Nunavut)

			2013-2014		
		13)	1)		
	Q1	Q2	Q3	Q4	Total (3)
Planned Quarterly Claims for CMHC Funding (\$ millions) (2)					\$30.000

(1) Planned Quarterly Claims for 2013-14 (to be proposed to CMHC within one month following date of signing this Supplementary Agreement No. 1).

(2) Each quarterly amount should reflect the estimated value of Quarterly Claims that CMHC will receive by the last business day of the quarter. (3) This is the annual allocation and fiscal authority for the Fiscal Year. Reallocation among Fiscal Years must be approved by CMHC.

		2013/14			2014/15		<b>Grand Total</b>
		\$ millions			\$ millions		
	NO	Other	Total	N	Other	Total	
	_		CBO	1		CBO	
Commitments of Contributions	NHC			NHC			
by Others (\$ millions) (4)							

(4)Contributions by Others (CBO) are not required for Program H-1. Should Nunavut choose to report CBO for Program H-1, Schedule D.1 must be used. CBO reported under Program H-1 may be counted towards CBO for Programs under Schedule B.

# SCHEDULE D.1 added by paragraph 7 of Supplementary Agreement No. 1 effective April 1, 2013

### CMHC - NUNAVUT

SCHEDULE D.1 (Program H-1: Economic Action Plan 2013 - New Housing for Nunavut)
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 Original Agreement as amended by paragraph 7 of this Supplementary Agreement No. 1)

			_							Г
	Output	(Dropdown Menu)								
CBO Ongoing Contributions**	(g)		\$ to be paid over life of	Commitment						
CBO C Contrib			# of yrs for ongoing	Junas (e)						
CMHC Ongoing Contributions*		emitted H-1	# of yrs for \$ to be paid # of yrs for \$ to be paid angoing over life of ongoing over life of	Commitment						
CMIHC		*Note: Not permitted for Program H-1	it of yrs for angoing	Jumas (e)	O Sand	THE REAL PROPERTY.	TOWN THE			
(CBO)**			Total CBO**	(c)						
Contributions by Others (CBO)**	(0)		Others**	(c)						
Contribut			NU/NHC Funding**	(c)						
NHC Ref. # Project Address Postal Code Sponsor Para. 6.6 Program # Units CMHC Funding C	(Capital contributions only)		Amount of claim							
# Units										
Program										
Para. 6.6 Compliance	(Y / N / NA)	(p)								
Sponsor	(a)									
Postal Code	(a)									
Address	(a)									
Project Name	(a)									
NHC Ref. #	(a)									
								Subtotal	Program Mgt and Admin	Total

(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. Notes:

(b) Per first sentence of paragraph 6.6 of the Original Agreement.

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

(d) For CBO 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.

\*\*CBO are not required for Program H-1. Should Nunavut choose to report CBO for Program H-1, Schedule D.1 must be used.

CBO reported under Program H-1 may be counted towards CBO for Programs under Schedule B.

## 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

### Schedule H.1, added by paragraph 2 of Supplementary Agreement No. 1 effective April 1, 2013

### **CMHC-NUNAVUT**

### SCHEDULE H.1

### PROGRAM H-1: ECONOMIC ACTION PLAN 2013 – NEW HOUSING FOR NUNAVUT

- a) Program Authority: Section 129 of the Economic Action Plan 2013 Act, No. 1 as regards \$30 million for Fiscal Year 2013 2014
- b) Effective Date of Inclusion or Last Revision: April 01, 2013
- c) Spending Category: 1. Increase the supply of Affordable Housing
- d) Specific Objective: To provide rent geared to income rental housing to those who could not otherwise access Affordable Housing. New Affordable Housing would be built and acquired through a variety of means including (a) contracted construction; (b) purchase and renovation of existing unused non-NHC housing stock to increase the stock of available Affordable Housing; and (c) construction through partnership with the private sector.
- i) Target client group: Households in need
- ii) **Special needs addressed:** Lower income Nunavummiut who are households in need and cannot afford market rental Housing or homeownership, and who would not otherwise have access to Affordable Housing.
- e) Proponent Type: NHC and private landlords.
- f) Activity Type: New Construction or Acquisition and Renovation
- g) Nature of Assistance and Particulars:
  - i) Capital contributions of federal funding up to 100% of the capital cost of the work
- h) Contributions by Others: Contributions by Others (CBO) are not required for Program H-1. Should Nunavut choose to report CBO for Program H-1, Schedule D.1 must be used. CBO reported under Program H-1 may be counted toward CBO for Programs under Schedule B.

### i) Intended Outcome(s) and Indicator(s)

Note that reporting of outcomes and indicators for this Program H-1 set out below will be in accordance with paragraph 8 of Supplementary Agreement No. 1, in the manner set out in paragraphs 9.2 and 9.3 of the Original Agreement.

Reduce the number of households in need by improving access to Affordable Housing that is sound, suitable and sustainable for households in need.

- Number of households no longer in housing need as a result of the Investment in Affordable Housing
- Number of new affordable housing Units constructed/acquired.
- Number of persons/families in need housed.
- Reduction in waiting lists for public housing

Foster a more holistic approach to addressing poverty by supporting a broad range of programs.

- Number of new affordable housing Units constructed/acquired.
- Number of persons/families in need housed.
- Reduction in waiting lists for public housing
- Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.

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 sector.

 Additional dollars generated toward addressing housing need as a result of the Investment in Affordable Housing.

NOTE: Nunavut Housing Corporation is responsible for ensuring that all Program details, whether or not outlined in the Program, are in accordance with the requirements of this Supplementary Agreement No. 1.

### **CMHC - NUNAVUT**

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

AGREEMENT made as of April 1, 2011,

between

CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC")

and

NUNAVUT HOUSING CORPORATION ("NHC"):

WHEREAS CMHC and NHC 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 NHC agree that NHC should have primary responsibility for the design and delivery of programs in respect of this purpose in order to provide flexibility and to address Nunavut'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 NHC 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 NHC is an agent of the Commissioner of Nunavut pursuant to the Nunavut Housing Corporation Act, R.S.N.W.T.1988, c. N-1 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 NHC 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 NHC (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 NHC to provide contributions for a Project or to a Recipient under this Agreement;
  - "Contributions by Others" means cash or in-kind eligible contributions from NHC, the Nunavut 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 NHC'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 NHC is the intending owner and operator of a Project within a Program, NHC'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 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 Nunavut or NHC.

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 NHC will prepare a distinguishing summary for each proposed Program that NHC 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 NHC may propose modifications to distinguishing summaries for Programs.
- 5.3 NHC 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 distinguishing summary must be so in place and effective for each Program before any CMHC Funding is paid for that Program. CMHC shall use best efforts to advise NHC in writing of the result of its review within ten business days of receiving the summary.
- 5.5 NHC 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 NHC 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.
- 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 NHC shall enforce a requirement that the Housing under each Program be and remain Affordable Housing for 10 years, except as NHC and CMHC may otherwise agree.
- 6.5 CMHC recognizes Nunavut standards for health, safety and building, which NHC will apply to the Programs.
- All relevant and applicable federal and territorial environmental assessment and protection legislation, regulations and policies, shall apply to all Commitments. CMHC and NHC acknowledge that efforts shall be made to avoid duplication in the environmental process, and the assessment shall be conducted in the most effective manner that shall fully satisfy the requirements of CMHC and NHC. CMHC and NHC shall freely exchange information on all environmental assessments carried out.
- NHC 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. For the purposes of this section, the parties agree that for a Recipient, an approved application under a Program constitutes an appropriate arrangement.
- 6.8 NHC 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, NHC recommits 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, NHC recommits 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.
- 6.10 NHC may enter into arrangements under which municipalities, service managers or other persons or bodies perform functions that are the responsibility of NHC under this section. Notwithstanding such arrangements, NHC remains directly responsible and CMHC will relate and look to NHC alone in regard to these functions.

### 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. NHC will provide to CMHC a proposed completed Annual Plan in the form attached as Schedule C. NHC will propose 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, to CMHC. 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 NHC based on Quarterly Claims provided by NHC. CMHC will have no obligation and no liability to pay CMHC Funding before receipt of a Claim from NHC.
- 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 NHC 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 fiscal quarter by not later than the last business day of the quarter. (Business day excludes any day on which the offices of CMHC or NHC are normally closed for business.) The final request for CMHC Funding must be received by CMHC not later than March 31, 2014.
- 7.6 NHC will continue through March 31, 2015 to use the Quarterly Claims form Schedule D to identify Contributions by Others.
- 7.7 NHC 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 NHC 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.
- 7.9 NHC may provide claims to CMHC less frequently than quarterly. In that event, NHC will adjust the Quarterly Claims form Schedule D to indicate the period covered. In any event, payment by CMHC for each Fiscal Year is subject to CMHC receiving the claim or claims by not later than the last business day of that Fiscal Year, and the annual limits set out in paragraphs 8.1 apply. For greater certainty, the term "Quarterly Claims" is used

in paragraphs 7.2 through 7.8 and 9.7 and Schedule D for convenience, and includes any claim provided in accordance with this paragraph 7.9.

### 8. FINANCIAL PROVISIONS

- 8.1 The maximum CMHC Funding under this Agreement is \$4.395 million. This maximum CMHC Funding is available by Fiscal Year in the following amounts: 2011 2012: \$1.465 million; 2012 2013: \$1.465 million; 2013 2014: \$1.465 million. CMHC Funding cannot be reallocated among Fiscal Years without prior CMHC approval. At least \$0.010 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 NHC 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. NHC 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 not disbursed within one year of Commitment 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 benchmark yield rate. The appropriate benchmark yield rate for each Fiscal Year will be the monthly Government of Canada benchmark bond monthly yield rate for 10 years for the month of March immediately preceding the beginning of the Fiscal Year, as published by the Bank of Canada.
- 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 any social assistance programs that are not exclusively targeted to Housing; nor for energy efficiency programs, but energy efficiency and water conservation measures will be promoted wherever possible.
- 8.6 NHC 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. NHC 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 NHC's own and the Government of Nunavut'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 NHC 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 NHC 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. NHC 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 NHC 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, NHC 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 Nunavut or NHC 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 NHC 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. NHC 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 NHC 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, NHC agrees to provide all information and services pertaining to the Programs in both French and English. NHC 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". NHC will consult with representatives of local minority language groups. NHC will also adhere to *Nunavut's Inuit Language Protection Act*.

### 11. COMMUNICATIONS AND PRIVACY

- 11.1 CMHC and NHC 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 NHC 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 territorial 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 NHC are subject to the necessary appropriations from the Legislative Assembly of Nunavut; in case of no or insufficient appropriations the requirements regarding matching set out in paragraphs 8.2 and 8.6 still apply.
- 12.2 This Agreement may be amended only by written agreement of CMHC and NHC.
- 12.3 No member of the House of Commons or Senate of Canada 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, NHC 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 NHC.

### 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 OP7 Fax: (613) 748-2189

NHC at:

Nunavut Housing Corporation

Attention: President

2nd Floor - 1553 Federal Road P.O. Box 1000, Station 1400 Iqaluit, Nunavut X0A 0H0 E-mail: <u>abarriault@gov.nu.ca</u> Phone: (867) 975-7200 x. 7201

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

Karen Kinsley, President

NUNAVUT HOUSING CORPORATION

per\_\_\_

Alain Barriault President

### 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.
- 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-NUNAVUT**

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

### SCHEDULE B SUGGESTED FORMAT FOR DISTINGUISHING PROGRAM SUMMARIES (Agreement Section 5)

a) Program Number and Name	:
b) Effective Date of Inclusion or	r Last Revision:
c) Spending Category	Identify the related spending category(ies) from section 4 of the Agreement.
d) Specific Objective	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 that is sound, suitable and sustainable".
e) Proponent Type	Government, non-profit or for-profit landlord; or homeowner; or tenant.
f) Activity Type	Identify the type of activity (e.g., construction, renovation, rent supplements, adaptations to improve accessibility).
g) Nature of Assistance	<ul><li>i) Capital or ongoing (how long?)</li><li>ii) Type (e.g., cash, kind if in-kind, waiver of development fees, tax concessions)</li></ul>
h) Intended Outcome(s) and Indicator(s)	Identify the intended outcome(s) of the Program from section 3 of the Agreement. NHC to specify related indicators from Schedule E.

NOTE: NHC 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-NUNAVUT**

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

### **SCHEDULE B**

### DISTINGUISHING PROGRAM SUMMARY

(Agreement Section 5)

- a) Program Number and Name: B-1 Public Housing New Construction & Acquisition
- b) Effective Date of Inclusion or Last Revision: April 01, 2011
- c) Spending Category: 1. Increase the supply of Affordable Housing
- d) Specific Objective: To provide rent geared to income rental housing to those who could not otherwise access Affordable Housing. New Affordable Housing would be built and acquired through a variety of means including (a) contracted construction; (b) purchase and renovation of existing unused non-NHC housing stock; and (c) construction through partnership with the private sector.
- i) Target client group: Households in need
- ii) **Special needs addressed:** Lower income Nunavummiut who are households in need and cannot afford market rental Housing or homeownership, and who would not otherwise have access to Affordable Housing.
- e) Proponent Type: NHC and private landlords.
- f) Activity Type: New Construction Rental
- g) Nature of Assistance:
- i) Capital
- ii) Cash
- h) Intended Outcome(s) and Indicator(s)

Reduce the number of households in need by improving access to Affordable Housing that is sound, suitable and sustainable for households in need.

 Number of households no longer in housing need as a result of the Investment in Affordable Housing

- Number of new affordable housing Units constructed/acquired.
- Number of persons/families in need housed.
- Reduction in waiting lists for public housing

Foster a more holistic approach to addressing poverty by supporting a broad range of programs.

- Number of new affordable housing Units constructed/acquired.
- Number of persons/families in need housed.
- Reduction in waiting lists for public housing
- Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.

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 sector.

• Additional dollars generated toward addressing housing need (excluding Nunavut's minimum Contributions by Others required per the Agreement) as a result of the Investment in Affordable Housing.

NOTE: Nunavut Housing Corporation 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.

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

#### **SCHEDULE B**

#### DISTINGUISHING PROGRAM SUMMARY

(Agreement Section 5)

- a) Program Number and Name: B-2 Rent Supplement
- b) Effective Date of Inclusion or Last Revision: April 01, 2011
- c) Spending Category: 2. Improve Housing affordability for vulnerable households.
- **d) Specific Objective:** To provide rent geared to income for modest rental housing to those who could not otherwise access Affordable Housing.
- i) Target client group: Households in need
- ii) **Special needs addressed:** Lower income Nunavummiut who are households in need and cannot afford market rental Housing or homeownership, and who would not otherwise have access to Affordable Housing.
- e) Proponent Type: Tenant, Landlord
- f) Activity Type: Rent Supplement

## g) Nature of Assistance

Units are acquired through leasing by NHC and subletting to public housing tenants at a reduced affordable rate. NHC pays full lease amount to landlord/owner, and collects from its tenants at a lower affordable rate.

- i) Ongoing
- ii) Cash –Funding from the Agreement will be used by NHC to cover the difference between the lease paid to landlords and the rent received by NHC from tenants.

The affordability period may be less than 10 years, depending on the duration of the lease period.

#### h) Intended Outcome(s) and Indicator(s)

- Number of households no longer in housing need as a result of the Investment in Affordable Housing
- Number of persons/families in need housed.
- Reduction in waiting lists for public housing

Foster a more holistic approach to addressing poverty by supporting a broad range of Programs.

• Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.

# AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014

#### **SCHEDULE B**

#### DISTINGUISHING PROGRAM SUMMARY

(Agreement Section 5)

- a) Program Number and Name: B-3 Shelter Enhancement
- b) Effective Date of Inclusion or Last Revision: April 01, 2011
- c) Spending Category: 4. Foster Safe Independent Living
- **d) Specific Objective:** Renovations to existing violence shelters to ensure continued operation and viability.
- i) **Target client group:** Victims of Family Violence (who are not necessarily on or eligible to be on a waiting list for social housing).
- ii) **Special need addressed:** Need for safe and secure accommodation.
- e) **Proponent Type:** Shelter not-for-profit organization
- f) Activity Type Shelter Renovation Victims of Family Violence
- g) Nature of Assistance
- i) Capital
- ii) Cash contribution

Relative to the level of assistance provided, forgiveness is for a period of one year during which the housing will remain for the benefit of victims of family violence.

#### h) Intended Outcome(s) and Indicator(s)

For the purposes of this Program, households in need include victims of family violence, who are not necessarily on, or eligible to be on a waiting list for social housing.

• Number of households no longer in housing need as a result of the Investment in Affordable Housing

To improve quality of Shelter accommodation:

Change in condition rating of Shelter as a result of the Investment in Affordable Housing

Foster a more holistic approach to addressing poverty by supporting a broad range of Programs.

• Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.

# AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014 SCHEDULE B

#### DISTINGUISHING PROGRAM SUMMARY

## (Agreement Section 5)

- a) Program Number and Name: B-4 Homeownership New Homeowners
- b) Effective Date of Inclusion or Last Revision: April 01, 2011
- c) Spending Category: 1. Increase the supply of Affordable Housing
- **d) Specific Objective:** To assist potential viable home owners to access affordable homeownership solutions through purchase of existing modest Housing or construction of new modest homes.
- i) Target client group: Households in need.
- ii) **Special need addressed:** Potential viable home owners who are households in need and are unable to transition into homeownership without assistance.
- e) Proponent Type: Homeowner
- f) Activity Type: New Construction, Acquisition Homeowner
- g) Nature of Assistance
- i) Capital
- ii) Forgivable Loan

#### h) Intended Outcome(s) and Indicator(s)

- Number of households no longer in housing need as a result of the Investment in Affordable Housing
- Number of new homeowners assisted.
- Number of persons/families in need housed.

• Reduction in waiting lists for public housing.

Foster a more holistic approach to addressing poverty by supporting a broad range of Programs.

- Number of new homeowners assisted.
- Number of persons/families in need housed.
- *Reduction in waiting lists for public housing.*
- Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.

# AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014 SCHEDULE B

#### **DISTINGUISHING PROGRAM SUMMARY**

## (Agreement Section 5)

- a) **Program Number and Name: B-5** Emergency Repair Program (ERP)
- b) Effective Date of Inclusion or Last Revision: April 01, 2011
- c) Spending Category: 3. Improve and preserve the quality of Affordable Housing
- **d) Specific Objective:** To assist current homeowners remain in their modest homes in an affordable manner.
- i) Target client group: Households in need.
- **ii**) **Special needs addressed:** Homeowners who are households in need, at risk of losing their homes due to urgent repairs required to preserve the quality of the structure or systems of the home.
- e) **Proponent Type:** Homeowners
- f) Activity Type: Renovation Homeowner
- g) Nature of Assistance
- i) Capital

Assistance to the homeowner based on the cost of approved work items. There is no requirement for an affordability period.

#### h) Intended Outcome(s) and Indicator(s):

- Number of households no longer in housing need as a result of the Investment in Affordable Housing
- *Number of existing homeowners assisted.*

To improve and preserve the quality of existing Affordable Housing stock.

- Number of homeowner households assisted
- Change in condition rating of homes renovated as a result of the Investment in Affordable Housing.
- Number of households no longer living in inadequate conditions as a result of the Investment in Affordable Housing.

Foster a more holistic approach to addressing poverty by supporting a broad range of Programs.

- *Number of existing homeowners assisted.*
- Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.

# AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014 SCHEDULE B

#### DISTINGUISHING PROGRAM SUMMARY

#### (Agreement Section 5)

- a) Program Number and Name: B-6 Home Renovation Program
- b) Effective Date of Inclusion or Last Revision: April 01, 2011
- c) Spending Category: 3. Improve and preserve the quality of Affordable Housing
- **d) Specific Objective:** To assist current homeowners remain in their modest homes in an affordable manner.
- i) **Target client group:** Homeowner households in need.
- ii) **Special needs addressed:** Homeowners at risk of losing their homes due to repairs required to preserve the quality of the structure or systems of the home.
- e) Proponent Type: Homeowners
- f) Activity Type: Renovation Homeowner
- g) Nature of Assistance
- i) Capital
- ii) Cash forgivable loan. Forgiveness periods can range from a minimum of six months to a maximum of 10 years, and can be based upon the level of assistance provided.

#### h) Intended Outcome(s) and Indicator(s)

- Number of households no longer in housing need as a result of the Investment in Affordable Housing
- *Number of existing homeowners assisted.*

To improve and preserve the quality of existing Affordable Housing stock.

- Change in condition rating of homes renovated as a result of the Investment in Affordable Housing
- Number of households no longer living in inadequate conditions as a result of the Investment in Affordable Housing.

Foster a more holistic approach to addressing poverty by supporting a broad range of Programs.

- Number of existing homeowners assisted
- Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.

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

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

			2011-2012					2012-2013			2013-2014					Grand Total
	(1)					(2)					(3)					
	Q1	Q2	Q3	Q4	Total (5)	Q1	Q2	Q3	Q4	Total (5)	Q1	Q2	Q3	Q4	Total (5)	1
Planned Quarterly Claims for																
CMHC Funding (\$ millions) (4)					\$1.465					\$1.465					\$1.465	\$4.395

- (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							
\$0.010	\$0.010	\$0.010	\$0.030							

	2011/12				2012/13			2013/14			2014/15	Grand Total	
	\$ millions			\$ millions			\$ millions			\$ millions			
	NU	Other	Total	NU	Other	Total	NU	Other	Total	NU	Other	Total	
	/		СВО	/		СВО	/		СВО	/		СВО	
Commitments of Contributions	NHC		(6)	NHC		(6)	NHC		(6)	NHC		(6)	
by Others (\$ millions)													

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

# CMHC – NUNAVUT 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):

	NHC Ref. #	Project Name (a)	Address (a)	Postal Code (a)	•	Para. 6.6 Compliance (Y / N / NA)	Program	# Units	CMHC Funding	Contribu	(c)	rs (CBO)	CMHC Ongoing Contributions (d)		Contributions		Contributions		Contri	Ongoing Butions d)	Output (Dropdown Menu)
						(b)			claim (c)	NU/NHC	Others	Total CBO		# of yrs for \$ to be paid # of yrs for \$ to be paid							
										Funding (c)	(c)	(c)	ongoing funds (e)	over life of Commitment	ongoing funds (e)	over life of Commitment					
Subtotal																					
Program Mgt and Admin																					
Total	Ī																				

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) Per first sentence of paragraph 6.6 of the Agreement.
- (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

#### **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 – Nunavut Agreement for Investment in Affordable Housing 2011-2014 and will give equal recognition to CMHC Funding and Contributions by Others.

Nunavut 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.

#### **Indicators:**

- Number of households no longer in housing need as a result of the Investment in Affordable Housing
- Number of new homeowners assisted.
- Number of existing homeowners assisted.
- Number of persons/families in need housed.
- Reduction in waiting lists for Public Housing.
- Number of new affordable housing units constructed / acquired.

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. Foster a more holistic approach to addressing poverty by supporting a broad range of Programs.

#### **Indicators:**

- Number of new homeowners assisted.
- Number of existing homeowners assisted.
- Number of persons/families in need housed.
- Reduction in waiting lists for public housing.
- Number of new affordable housing units constructed / acquired.
- Increased opportunities as measured through a description of the increase in the number and nature of Programs offered to improve access to Affordable Housing and address needs.
- 2. To improve and preserve the quality of existing Affordable Housing stock.

#### **Indicators:**

- Number of homeowner households assisted.
- Change in condition rating of homes renovated as a result of the Investment in Affordable Housing.
- Number of households no longer living in inadequate conditions as a result of the Investment in Affordable Housing.
- 3. To improve quality of Shelter accommodation:

#### Indicator:

- Change in condition rating of Shelter as a result of the Investment in Affordable Housing.
- 4. 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 sector.

#### Indicator:

 Additional dollars generated toward addressing housing need (excluding Nunavut's minimum Contributions by Others required per the Agreement) as a result of the Investment in Affordable Housing.

#### CMHC - NUNAVUT 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		Disb	ursements to Projects and F	Recipients
	l	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)				
Cumulative Funding and Contributions		nning Balance Disbursed	Disbursed This Year	Disbursed to Date
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)				
	1			
NHC and NU Share of Contributions - Disbursed to Projects and Recipients (included in CBO above)				
Recipients (included in CBO above)				
Part C: Reconciliation (Paragraphs 6.8, 8.6, and 8.7 of Agreem	ent)			
Reconciliation of Disbursement of CMHC Funding and Disbursement				
of Contributions by Others				

\*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)

Beginning Balance

Current

Year

Total

Received/Refunded above

CMHC Funding Received minus Refunds to CMHC Net\* CMHC Funding Disbursed and to be Disbursed

Victims of Family Violence included in CMHC Funding

Deficiency\*\* in net \* Contribution by Others Disbursed and to be Disbursed Amount to Refund to CMHC\*\*\*

<sup>\*\*</sup> deficiencies in matching CBO (paragraph 8.6 of the Agreement) deficiencies in NHC and NU 50% share of required CBO (Paragraph 8.7 of the Agreement)
\*\*\* sum of "Excess" and "Deficiency"

#### 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 Nunavut 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 NHC 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. NHC will provide the Annual Statement of Disbursements and auditor's opinion to CMHC within six months after the end of the Fiscal Year.
- 4. NHC 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. NHC 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.

#### 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 NHC (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 NHC 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 Nunavut" including "Nunavut 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 NHC as issued from time to time. Visibility requirements may include, but are not limited to, items such as branding and signage. All public communication and information material (notices, posters, signs, etc.) resulting from this Agreement will equally reflect the CMHC Funding and the Contribution of Nunavut to the Project, including equal recognition and importance of the logos, wordmarks, symbols and other types of identification contained in the communication and information products, and may give recognition to other participants, all in a manner approved by NHC and CMHC.

#### **G.2 JOINT COMMITTEE**

- G. 2.1 There shall be a Joint Committee of senior CMHC and NHC 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 NHC.

- 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 NHC will appoint one of its two members as the NHC 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 NHC 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 Nunavut" including "Nunavut 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 Nunavut" including "Nunavut 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 NHC 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 NHC 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 Nunavut NHC (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 NHC 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 Nunavut" including "Nunavut 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 Nunavut" including "Nunavut 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 NHC as the local functionary for Programs.