

**CMHC – NEWFOUNDLAND AND LABRADOR**

**BILATERAL AGREEMENT  
UNDER THE 2017 NATIONAL HOUSING STRATEGY**

made as of April 1, 2018.

**BETWEEN**

**CANADA MORTGAGE AND HOUSING CORPORATION  
("CMHC")**

- and-

**NEWFOUNDLAND AND LABRADOR HOUSING  
CORPORATION ("NLHC")**

(each a "Party" and collectively the "Parties")

WHEREAS the 2017 Federal Budget provided funding over 10 years for a National Housing Strategy (NHS), which is built on a strong partnership between the federal, provincial and territorial governments, working together to achieve better housing solutions, as further set out in the Federal/Provincial/Territorial (FPT) Housing Partnership Framework.

AND WHEREAS CMHC and NLHC are entering into this Agreement to give effect to the vision, principles and objectives set out in the FPT Housing Partnership Framework, including a renewed partnership between CMHC and NLHC based on collaboration, co-operation and sharing of data and information.

AND WHEREAS this Agreement provides for shared investments which seek to lift households out of Housing Need and prioritize the most vulnerable, support the community housing sector, increase housing supply and improve housing conditions and affordability, promote social inclusion, contribute to environmental stability, and improve economic stability through job creation.

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 the *National Housing Act*, R.S.C. 1985, c. N-11, as amended.

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

AND WHEREAS the Minister for the Intergovernmental and Indigenous Affairs Secretariat and the Minister responsible for the Newfoundland and Labrador Housing Corporation have executed this Agreement, pursuant to the *Intergovernmental Affairs Act*, R.S.N.L. 1990 c. I-13 as amended.

NOW THEREFORE, CMHC and NLHC hereby agree as follows:

## **1. INTERPRETATION**

### **1.1. Definitions**

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in Schedule A.

### **1.2. Schedules**

The following schedules are attached to, and form part of this Agreement as well as such other schedules as may be added in accordance with subparagraph 15.3 of this Agreement:

Schedule A – Definitions

Schedule B – Initiatives

Schedule C – Action Plans, Progress Report and Claims

Schedule D – Annual Audited Statement of Disbursements

Schedule E – Communications Protocol

Schedule F – Federal/Provincial/Territorial (FPT) Housing Partnership Framework

Schedule G - Federal NHS Programs: NLHC's Role

In the event of inconsistency between a paragraph or paragraphs of this Agreement and any Schedule, the Schedule prevails.

## **2. DURATION OF AGREEMENT**

2.1. This Agreement will be effective for the period from April 1, 2018 to March 31, 2028.

## **3. PURPOSE OF AGREEMENT**

3.1. The purpose of this Agreement is to set out a renewed federal-provincial partnership under which CMHC and NLHC will work together to achieve Targets and Outcomes, increase access to Housing, reduce Housing Need and achieve better housing solutions across the spectrum.

#### **4. ACTION PLANS AND TARGETS AND OUTCOMES**

4.1. Within 3 months prior to the first day of the relevant Action Plan period, NLHC will provide Action Plans developed in accordance with the parameters set out in Schedule C to CMHC for review, which will include mutually agreed-to Targets and Outcomes over the period of the Action Plan.

4.2. The federal NHS targets set out below will inform the development of the mutually agreed-to Targets and Outcomes and the Action Plan:

##### **Federally Developed Targets**

*(a) Eliminate or significantly reduce Housing Need for at least 490,000 households overall, which includes at least 300,000 households adequately supported through a Canada Housing Benefit.*

*(b) Based on the number of Units still supported by Social Housing Agreements or federal-provincial agreements as at March 31, 2019:*

*(i) 330,000 Units continue to be offered in Social Housing, including no net loss of Urban Native Social Housing Units available to households in Housing Need;*

*(ii) At least 20% of existing Social Housing Units repaired (approximately 60,000 units), including that retained Urban Native Social Housing Units are repaired to good condition;*

*(iii) The number of Social Housing Units expands by 15% (approximately 50,000 rent-assisted units nationally);*

4.3. All Action Plans under this Agreement will be publicly released by NLHC within 60 days of CMHC and NLHC reaching agreement on the Targets and Outcomes.

#### **5. INITIATIVES UNDER THIS AGREEMENT**

5.1. The Initiatives under this Agreement which are eligible to receive CMHC Funding and Cost-Matched Funding are identified in Schedule B, together with the terms and conditions applicable to each.

5.2. Notwithstanding subparagraph 2.1 of this Agreement, the duration of each Initiative will be as set out in Schedule B. Renewal of each Initiative requires the execution of a revised and agreed-upon Schedule B and is conditional on CMHC's review and agreement with revised mutually agreed-to Targets and

Outcomes within a new Action Plan. Any renewal will provide NLHC and CMHC the opportunity to review and course correct, if required, and realign priorities based on progress made to date.

5.3. In addition, Schedule G sets out the model for collaboration with and the role of NLHC in supporting decision-making, co-investment and efficient delivery for CMHC-administered Federal NHS Programs identified in Schedule G.

## **6. FUNDING PRINCIPLES**

6.1. CMHC Funding and Cost-Matched Funding and Action Plans under this Agreement must respect the following principles:

- (a) Protect housing affordability for households in Housing Need living in Social Housing by:
  - (i) first preserving, then expanding the number of Units of Social Housing that receive assistance or for which a household in Housing Need receives assistance directly in respect of a Unit;
  - (ii) providing a sufficient level of affordability support to ensure households are not in Housing Need, without creating unintended disincentives to employment, education, and such other agreed upon potential impact areas; and
  - (iii) improving the condition of the existing Social Housing.
- (b) Prioritize Housing investments to the Community Housing sector, while taking into account the different needs, priorities and contexts of Newfoundland and Labrador.
- (c) Promote social inclusion through mixed-income or mixed-use Housing and by assisting the most vulnerable and those in greatest Housing Need.
- (d) Create liveable and inclusive communities by supporting Social Housing and housing that is affordable and easily accessible to health services, education, early learning and child care facilities, employment opportunities, and public transit where provided or available in the community.
- (e) Promote environmental sustainability, energy efficiency, and local employment benefits. This includes through new and renewed (repaired) Housing that exceeds National Energy Building Code standards for large

projects or such equivalent standards as may be recognized in Newfoundland and Labrador, and Community Employment Benefits and climate lens considerations under the Investing in Canada Plan as set out in Schedule C.

- (f) Support good governance and financial stability of the Community Housing sector through greater openness, transparency, and accountability.

## **7. FINANCIAL PROVISIONS**

### **CMHC Funding**

- 7.1. The maximum amount of CMHC Funding under this Agreement is set out in Schedule B by Fiscal Year and by Initiative. CMHC Funding that is cancelled or reduced or that remains uncommitted at the end of the Fiscal Year, cannot be reallocated among Fiscal Years unless otherwise agreed to by CMHC.

### **Use of Funding**

- 7.2. CMHC Funding and Cost-Matched Funding under this Agreement must be used only for (i) Housing in accordance with the Initiatives and in alignment with the agreed-to Targets and Outcomes in the Action Plans, and in compliance with this Agreement and (ii) Administration Costs up to a maximum of 10% agreed to by CMHC in the Action Plan and further defined in the Claims form, all as set out in Schedule C. NLHC is responsible for ensuring use of CMHC Funding and Cost-Matched Funding complies with the requirements of this Agreement and aligns with the principles of the NHS.
- 7.3. CMHC Funding and Cost-Matched Funding must be used in accordance with at least one of the following eligible uses, in order to be recognized, except as may otherwise be set out in this Agreement:
  - (a) **Increase Supply:** This may include new construction of or conversion to Housing.
  - (b) **Preservation:** This may include repair, renovation, or adaptation of Housing as well as regeneration of Housing.
  - (c) **Affordability Support:** This may include rent supplements, shelter allowances and homeownership support.

7.4. CMHC Funding and PT Funding under this Agreement will not replace or displace any level of provincial or municipal spending. For purposes of cost-matching, provincial or municipal spending from and after April 1, 2018 which contributes to the achievement of Targets and Outcomes, may be recognized as Cost-Matched Funding in accordance with Schedule A.

7.5. CMHC Funding will only be paid if:

- (a) a Claims Form in the format set out in Schedule C is received by CMHC that meets the requirements of this Agreement;
- (b) the requirements under paragraph 9 below have been met at the date the Claims Form is submitted to CMHC;
- (c) all mutually agreed-to Targets and Outcomes in the Action Plans have been finalized and the reports required in accordance with Schedules C and D have been submitted to CMHC;
- (d) the total amount of CMHC Funding claimed in the Fiscal Year for each applicable Initiative does not exceed the maximum amount available for that Fiscal Year for each applicable Initiative, in accordance with Schedule B.

7.6. Requests for and payments of CMHC Funding are subject to the terms and conditions of this Agreement, including in respect of accountability and reporting under paragraph 8, and are subject to appropriations as set out in subparagraph 15.2 below.

### **Cost-Matching**

7.7. The required Cost-Matched Funding must at least match the CMHC Funding, as further set out in Schedule B.

7.8. The sum of PT Funding and Municipal Funding that is committed and disbursed shall not be less than 50% of the total Cost-Matched Funding required, as further set out in Schedule B.

### **Refunds and Adjustments**

7.9. NLHC will refund to CMHC any amounts of the CMHC Funding that NLHC has committed or disbursed in a manner that does not comply with this Agreement and any amounts paid that exceed the totals of Cost-Matched Funding

(including as a result of non-compliance with subparagraph 7.8).

- 7.10. NLHC will provide CMHC annually with written notice, by no later than the last business day of the third quarter of each Fiscal Year, of its intention to claim the maximum amount of CMHC Funding available for that Fiscal Year. Where some or all of the available CMHC Funding will not be claimed by NLHC by the end of the Fiscal Year, subparagraph 7.1 applies and CMHC and NLHC shall consult together, following which CMHC may reallocate any unused CMHC Funding to other provinces and territories.

### **Communications and Privacy**

- 7.11. CMHC and NLHC agree on the need for joint, open, transparent, effective and timely communications with the public through ongoing public information activities that recognize the contributions of each Party, based on the protocols set out in Schedule E. This includes all activities covered by this Agreement.
- 7.12. CMHC and NLHC agree that where there is a request or proposal to make public any information one Party has provided to the other pursuant to this Agreement, the Party receiving the request or proposing to make the information public will give the other Party at least one month's notice to the extent possible under access to information legislation. Information the disclosure of which is prevented by federal or provincial privacy legislation will not be made public.
- 7.13. CMHC, with prior notice to NLHC, may incorporate, all or any part or parts of the data and information (including at the Project level) provided under this Agreement, and evaluation results in subparagraph 8.5, as well as data and information collected through federal surveys or others, into any report that CMHC may prepare, including any reports to the Parliament of Canada or reports that may be made public. For greater certainty, such reports shall not contain personal information except as permitted by federal and provincial privacy legislation.

## **8. ACCOUNTABILITY FRAMEWORK**

- 8.1. CMHC and NLHC agree that governments must be mutually accountable to the public for the use of public funds and for the achievement of Housing outcomes and report these outcomes in an open, transparent, effective and timely manner.

## **Reporting on Progress**

- 8.2. NLHC will provide to CMHC, every six (6) months, the Progress Report set out in Schedule C, which includes inter alia, progress towards realizing the Targets and Outcomes and updated information on Projects and Recipients, as well as any necessary updates to the Action Plan to achieve the Targets and Outcomes, all in accordance with the parameters set out in Schedule C.

## **Annual Audited Statement of Disbursements**

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

## **Evaluation**

- 8.5. NLHC may be asked to participate in the evaluation of the Initiatives under this Agreement and agrees to provide information as requested by CMHC (including Project-related information) during and following the Agreement end date in order for CMHC to evaluate relevant Initiatives under this Agreement. Evaluation results will be made available to the public.

## **9. ENVIRONMENTAL**

- 9.1 Funding provided by CMHC is subject to compliance with all relevant and applicable federal environmental assessment legislation, regulations and policies and is conditional upon CMHC being satisfied that the responsibility of the federal authority and/or authority responsible for impact assessments under the relevant and applicable federal environmental assessment legislation is and continues to be met. CMHC will supply NLHC with a current guideline (including any updates, as necessary) that NLHC will apply and confirm to CMHC in the Claims Form set out in Schedule C.



## **10. OFFICIAL LANGUAGES**

- 10.1. In areas of significant demand, NLHC agrees to provide all information and services pertaining to the Initiatives in both French and English. NLHC will use the criteria for information and services in the *Official Languages Regulations* made pursuant to Canada's *Official Languages Act* as a guideline to determine "significant demand". NLHC will consult with representatives of local minority language groups.

## **11. DISPUTE RESOLUTION**

- 11.1. CMHC and NLHC are committed to working together and avoiding disputes through government-to-government information exchange, advance notice, early consultation, and discussion, clarification, and resolution of issues, wherever possible, as they arise.
- 11.2. If at any time either CMHC or NLHC is of the opinion that the other Party has failed to comply with any of its obligations or undertakings under this Agreement or is in breach of any term or condition of the Agreement, CMHC or NLHC, as the case may be, may notify the other Party in writing of the failure or breach, on a timely basis after becoming aware of the failure or breach. Upon such notice, CMHC and NLHC will endeavour to resolve the issue in dispute bilaterally through their designated officials.
- 11.3. If a dispute cannot be resolved by designated officials, then the dispute will be referred to the Chief Executive Officer of the NLHC responsible for housing and the President and Chief Executive Officer of CMHC, and if it cannot be resolved by them, then the respective Ministers of CMHC and Newfoundland and Labrador most responsible for housing shall endeavour to resolve the dispute.

## **12. EQUALITY OF TREATMENT**

- 12.1. During the term of this Agreement, any material changes to any Common Elements under any "Bilateral Agreement under the 2017 National Housing Strategy" which have been negotiated, either under the original agreement or through amendments, addendums or otherwise, between CMHC and any other province or territory of Canada, except the province of Québec which is not part of the FPT Housing Partnership Framework, and which are more favourable than what was negotiated with NLHC will, upon request, be

extended to NLHC. This amendment shall be retroactive to the date on which this Agreement or the amendments to such an agreement with any other province or territory, as the case may be, comes into force.

- 12.2. CMHC will make publicly available the bilateral agreements entered into with all provinces and territories, including any amendments, for example, by posting them on CMHC's website.

### **13. TERMINATION**

- 13.1. Subject to the Parties' exhaustion of the dispute resolution procedures in paragraph 11, CMHC may terminate this Agreement at any time if the terms of this Agreement are not respected by NLHC by giving at least 12 months written notice of its intention to terminate. Subject to the Parties' exhaustion of the dispute resolution procedures in paragraph 11, NLHC may terminate this Agreement at any time if the terms of this Agreement are not respected by CMHC by giving at least 12 months written notice of its intention to terminate.
- 13.2. As of the effective date of termination of this Agreement under subparagraph 13.1, CMHC shall have no obligation to make any further payments to NLHC after the effective date of termination.

### **14. NOTICE**

- 14.1. Any notice, information or document provided for under this Agreement will be effectively given if delivered or sent by letter, postage or other charges prepaid. Any notice that is delivered will have been received in delivery; and, except in periods of postal disruption, any notice mailed will be deemed to have been received eight calendar days after being mailed.
- 14.2. The address for notice or communication to CMHC shall be or such other coordinates in Canada as either Party may stipulate for itself in writing to the other:

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

- 14.3. The address for notice or communication to NLHC shall be or such other coordinates in Canada as either Party may stipulate for itself in writing to the other:

Newfoundland and Labrador Housing Corporation  
Attention: Chief Executive Officer  
2 Canada Dr, St.  
John's NL, A1C 5J2  
Fax: (709) 724-3240

## 15. GENERAL

- 15.1. This Agreement, including the attached Schedules, comprise the entire agreement entered into by the Parties with respect to the subject matter hereof.
- 15.2. The Parties acknowledge that, pursuant to the *Financial Administration Act* (Canada) and, for greater certainty, notwithstanding any other provision of this Agreement, the obligations of CMHC to make any payment under this Agreement (including CMHC Funding) are subject to there being a Parliamentary appropriation for the Fiscal Year in which the payment is to be made. The Parties acknowledge that, pursuant to the *Financial Administration Act* (Newfoundland and Labrador), the obligations of NLHC to make payment under this Agreement (including PT Funding) are subject to there being an appropriation of the Newfoundland and Labrador Legislature for the Fiscal Year in which the payment is to be made or the payment having been charged to an appropriation for a previous Fiscal Year. CMHC has no liability in case of no or insufficient appropriations for CMHC Funding or for CMHC undertakings in the aggregate. NLHC has no liability in case of no or insufficient appropriations for PT Funding or for NLHC's undertakings in the aggregate; in case of no or insufficient appropriations, the obligation to refund CMHC Funding under paragraph 7.9 still applies.
- 15.3. This Agreement, including all attached or added schedules, may be amended only by written agreement of CMHC and NLHC.
- 15.4. NLHC will comply with all applicable laws, regulations, and all requirements of regulatory bodies having jurisdiction over the subject matter of the Agreement.
- 15.5. This Agreement shall be interpreted according to the laws of Canada and Newfoundland and Labrador.

- 15.6. The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.
- 15.7. No member of the House of Commons or of the Senate of Canada or of the Legislature of Newfoundland and Labrador shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom.
- 15.8. If for any reason a provision of this Agreement that is not a fundamental term is found by a court of competent jurisdiction to be or to have become invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other provisions of this Agreement will continue to be valid and enforceable.
- 15.9. A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.
- 15.10. 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 NLHC program or initiative, nor to any agreements or arrangements relating to projects or with recipients under any such NLHC program or initiative, and is in no way whatsoever accountable for any environmental or pollution matters.
- 15.11.
- (a) Subject to subparagraphs (b), (c), and (d), NLHC agrees to indemnify CMHC and save it harmless from all costs, damages, expenses, injury and liability whatsoever which CMHC may suffer as a result of claims of any sort (in this paragraph 15.11, collectively "Claims" and individually a "Claim"), arising out of the implementation of any NLHC program or delivery of any program or initiative by NLHC under this Agreement, but this indemnity does not apply with respect to Claims:
    - (i) arising from any circumstances for which coverage is provided under an insurance policy or claims fund to the extent that CMHC is indemnified or covered under such policy or fund; or
    - (ii) to the extent such Claims are in any way, directly or indirectly, attributable to the negligence, bad faith or willful misconduct of CMHC.
  - (b) NLHC's maximum liability to CMHC under its indemnity in subparagraph (a) shall be limited in the aggregate to the amount of CMHC Funding claimed under this Agreement by NLHC and paid by CMHC to NLHC in the aggregate less any CMHC Funding refunded by NLHC to CMHC in accordance with this

**Agreement.**

- (c) In order to be entitled to indemnification under subparagraph (a), CMHC shall comply with the following terms and conditions:
- (i) CMHC shall give prompt notice to NLHC, with all available particulars of any proceeding whether actual or threatened, in respect of which indemnity may be sought under this Agreement and of all claims made in it;
  - (ii) upon the written request of NLHC, CMHC shall furnish to NLHC copies of all documents and provide any other information relating to the Claim(s) that is in the possession or under the control of CMHC;
  - (iii) CMHC shall take all reasonable steps necessary to secure and preserve its rights in respect of the Claim(s) and, to the extent that CMHC has a right to commence a proceeding against another person (whether for damages or indemnification or otherwise) in respect of a matter for which CMHC claims indemnification from NLHC hereunder, CMHC shall assign that right to NLHC and subrogate NLHC to that right to the extent of the amounts paid by NLHC or for which NLHC is liable hereunder;
  - (iv) CMHC shall not voluntarily assume any liability in respect of or settle or compromise a Claim or any proceeding relating thereto without obtaining NLHC's prior written consent; however, if CMHC does so assume, settle or compromise, then NLHC shall not be liable for the amount, if any, by which the total amount of the ultimate resolution of the Claim exceeds the amount for which the Claim would likely have been resolved but for CMHC's assumption, settlement or compromise;
  - (v) NLHC shall have the right to participate in the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, but NLHC may not settle any action commenced against CMHC without the written consent of CMHC;
  - (vi) if NLHC elects to participate in the negotiation, settlement or defence of the Claim(s) and any proceedings relating thereto or appeal thereof, CMHC shall aid NLHC in securing information and evidence and the attendance of any witnesses and cooperate fully with NLHC (except in a pecuniary way) in such negotiation, settlement or defence, and shall agree to be represented by legal counsel chosen by NLHC, unless there would arise a conflict of interest preventing such legal counsel from representing CMHC, and where there would be or is such a conflict CMHC shall be entitled, on reasonable notice to NLHC, to retain

legal counsel of its choice (it being understood that NLHC may withhold its approval in relation to any counsel proposed by CMHC who does not agree to retainer terms, including fees, consistent with the policies of the Attorney General of Newfoundland and Labrador, unless CMHC agrees to pay any fees or expenses in excess of those policies), and the fees and expenses of CMHC's counsel incurred in its representation shall be costs to which this indemnity extends except for those in excess of the policies of the Attorney General of Newfoundland and Labrador;

- (vii) if NLHC is not also a party to the Claim, CMHC shall consent to any order or leave that may be applied for by NLHC to be added as a party or to be allowed to make representations on its own behalf without being a party;
- (viii) the expenses incurred by CMHC in investigating, defending or appealing any Claim(s) shall, at CMHC's request, be paid by NLHC as may be appropriate to enable CMHC to properly investigate, defend or appeal such Claims(s), with the understanding that if it is ultimately determined that CMHC is not entitled to be indemnified hereunder, CMHC shall immediately repay such amount(s) so paid, which shall become payable as a debt due to the Crown of Newfoundland and Labrador;
- (ix) in any Claim or proceeding NLHC and counsel chosen by NLHC shall not assert a position on behalf of CMHC, to which CMHC objects on any reasonable grounds, including (without restricting the generality of the foregoing) constitutional, reputational, precedent-setting or government policy grounds or any grounds recommended by legal counsel.

This paragraph 15.11 does not require NLHC to indemnify CMHC or save it harmless from direct loan losses or from liability to pay lenders their losses and incidental amounts in respect of loans that are insured by CMHC except as provided under any other agreement between CMHC and the Province of Newfoundland and Labrador.

15.12. This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

15.13. Neither Party may assign this Agreement without the written consent of the other, such consent not to be unreasonably withheld.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement.

CANADA MORTGAGE AND HOUSING CORPORATION

per 

Evan Siddall

President & Chief Executive Officer

*[Signature page for the Bilateral Agreement under the 2017 National Housing Strategy between Canada Mortgage and Housing Corporation and Newfoundland and Labrador Housing Corporation]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement.

**NEWFOUNDLAND AND LABRADOR HOUSING  
CORPORATION**



Honourable Lisa Dempster Minister  
Responsible for the Newfoundland and  
Labrador Housing Corporation

**NEWFOUNDLAND AND LABRADOR  
INTERGOVERNMENTAL AFFAIRS SECRETARIAT**



Honourable Dwight Ball Minister for  
Intergovernmental and Indigenous Affairs

*[Signature page for the Bilateral Agreement under the 2017 National Housing Strategy  
between Canada Mortgage and Housing Corporation and Newfoundland and Labrador  
Housing Corporation]*



**CMHC - NEWFOUNDLAND AND LABRADOR  
BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**

**SCHEDULE A: DEFINITIONS**

**(Agreement subparagraph 1.1)**

**In this Agreement, unless the context requires otherwise,**

**“Acceptability”** – means Housing that is adequate, suitable and affordable to households in Housing Need;

**“Action Plan”** – means the plan developed by NLHC in accordance with paragraph 4 of the Agreement and Schedule C, which includes the mutually agreed-to Targets and Outcomes;

**“Adequacy”** – means the condition of the Housing does not require any major repairs;

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

**“Affordability”** – means the Housing costs to the household are less than 30% of the total before-tax household income;

**“Agreement”** – means this bilateral agreement and all its schedules, as amended from time to time;

**“CMHC Funding”** – means any amount of funding provided by CMHC to NLHC under Schedule B to this Agreement;

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

**“Common Elements”** – means the terms and conditions of this Agreement that are common to each province and territory, including eligible use of funding, cost-sharing, reporting, Action Plans, communication protocols, audit, and financial terms and conditions;

**“Community Housing”** (also see Social Housing below) – means community-based housing that is owned and operated by non-profit housing corporations and housing co-operatives or housing owned directly or indirectly by provincial, territorial or municipal governments or district social services administration boards and includes Social Housing;

**“Cost-Matched Funding”** – means PT Funding, Municipal Funding and Funding from Other Sources to be used in accordance with an Initiative or Initiatives under this Agreement. In addition, provincial and municipal spending in social and affordable housing, including rent assistance, that is outside the existing CMHC cost-sharing requirements under any other arrangement and which contributes to the achievement of the Targets and Outcomes may be recognized as Cost-Matched Funding from and after April 1, 2018 for the Initiatives set out in Schedule B, with the exception of the Canada Housing Benefit, which will include dollar for dollar cost-matching by the province (which may include Municipal Funding).

Cost-Matched Funding does not include: contributions from any Government of Canada source or from CMHC, whether in whole or in part; nor contributions that may receive credit under any arrangement with CMHC or the Government of Canada outside of this Agreement; nor contributions by the occupants of the Housing; nor contributions associated with health care or the provisions of services to residents/tenant of the Housing, except for an amount not exceeding 20% of the total required Cost-Matched Funding for Housing support services which are intended to ensure Housing retention, greater self-reliance and social inclusion for tenants/occupants; nor contributions related to the operations of a Project associated with the revenues of the Project;

**“Effective Date”** – means April 1, 2018 or such other date(s) as may be set out in Schedule B to this Agreement for any Initiative;

**“Federal NHS Program”** – means a federal NHS program administered by CMHC and identified in Schedule G to this Agreement, which for greater certainty have a separate funding allocation administered by CMHC outside of this Agreement and separate NHS Program Guidelines and procedures and communications protocols not covered under this Agreement;

**“Federal/Provincial/Territorial (FPT) Housing Partnership Framework”** – means the multilateral housing partnership framework endorsed by federal, provincial and territorial Ministers on April 9, 2018 and attached as Schedule F;

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

**“Funding from Other Sources”** – means cash or in-kind contributions from the private sector, the voluntary sector, charities and individual donors and forms part of Cost-Matched Funding;

**“Housing”** – means residential accommodation, and facilities, common areas and services used directly with the residential accommodation in order to reduce Housing Need in support of NHS targets, but may include up to 30% of total associated available space for non-residential purposes. 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, except as may otherwise be expressly permitted under this Agreement;

**“Housing Need”** – means a household whose Housing falls below at least one of the standards of Affordability, Suitability and Adequacy, and the household would have to spend at least 30% or more of its before-tax income to access acceptable local Housing;

**“Initiative”** – means an NHS initiative delivered by NLHC set out in Schedule B to this Agreement;

**“Municipal Funding”** – means cash or in-kind contributions from any municipality, within Newfoundland and Labrador, and forms part of Cost-Matched Funding;

**“Project”** – means Housing that is eligible under an Initiative to this Agreement and for greater certainty may include a single Unit, but excludes the case of a Commitment to a Recipient;

**“PT Funding”** – means cash or in-kind contributions from Newfoundland and Labrador and forms part of Cost-Matched Funding;

**“Recipient”** – means a household in Housing Need, directly receiving a contribution under an Initiative to this Agreement;

**“Social Housing”** - means Housing, the administration of which was within a “Program” in schedule C to the Social Housing Agreement (SHA) between CMHC and NLHC dated April 22, 1997, and the administration of which was on April 1, 2019 and is still within a “Program” in Schedule C at the times of the commitment and use of the CMHC Funding for it (“Eligible Existing Social Housing”) and includes any Units in Housing under this Agreement intended to replace a Unit of such Eligible Existing Social Housing. However, Housing that was or is ONLY within any of the following is excluded: “Program No. 3: Rent Supplement Program”; “Program No. 4: Rural and Native Homeownership Program”;

**“Suitability”** – means the Housing has enough bedrooms for the size and composition of households, according to National Occupancy Standard;

**“Targets and Outcomes”** – means the mutually agreed-to Targets and Outcomes set out in a completed Action Plan and includes the related indicators and expected results, all in accordance with Schedule C;

**“Unit”** – means self-contained residential dwelling or as may be otherwise set out in the Action Plan.

**CMHC - NEWFOUNDLAND AND LABRADOR  
BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**

**SCHEDULE B  
NLHC-DELIVERED INITIATIVES (CMHC-FUNDED)**

	<b>INITIATIVE</b>	<b>OBJECTIVE</b>
1	Newfoundland and Labrador Priorities Housing Initiative	<p>Flexibility to support regional needs and priorities within Newfoundland and Labrador for Housing in support of the Action Plan and in accordance with the Agreement, including without limitation, the Funding Principles set out in paragraph 6 of the Agreement and Use of Funds set out in subparagraphs 7.2 and 7.3 of the Agreement.</p> <p><b>Proponent Type:</b> May include, without limitation, governments, non-profits, co-operatives, Indigenous housing providers, for-profit landlords, tenants, homeowners, all as determined by NLHC.</p>
2	Canada Community Housing Initiative	<p>Funding must be used solely in respect of Social Housing and Community Housing in order to protect, regenerate and expand Social Housing and Community Housing and to reduce Housing Need in Social Housing and Community Housing, having regard to regional needs and priorities.</p> <p>In addition, this Initiative requires the preservation of Urban Native Social Housing Units to ensure that there is no net loss of units and retained units will be improved through repair, capital replacement as well as through adequate affordability support, all as determined by NLHC.</p> <p>Funding will be used in support of the Action Plan and in accordance with the Agreement, including without limitation, the Funding Principles set out in paragraph 6 of the Agreement and Use of Funds set out in paragraphs 7.2 and 7.3 of the Agreement.</p> <p><b>Proponent Type:</b> May include governments, non-profits, co-operatives, Indigenous housing providers, and tenants, all as determined by NLHC.</p>
3	Canada Housing Benefit	<p>CMHC and NLHC agree, in accordance with the FPT Housing Partnership Framework and NHS Principles to co-develop and cost-share the Canada Housing Benefit for implementation in Fiscal Year 2020-21.</p>

1. This Schedule B sets out terms and conditions applicable to the following Initiatives:

- Initiative 1: Newfoundland and Labrador Priorities Housing Initiative
- Initiative 2: Canada Community Housing Initiative

2. All provisions of the Agreement apply to the Initiatives in section 1 of this Schedule B.

### 3. FINANCIAL PROVISIONS

3.1. Maximum CMHC Funding is available by Initiative and by Fiscal Year as set out below for the initial period beginning on April 1, 2019 to March 31, 2022:

Fiscal Year	NLHC - DELIVERED INITIATIVES (CMHC-FUNDED)	
	Newfoundland and Labrador Priorities Housing	Canada Community Housing <sup>1</sup>
2019-2020	\$7,171,600	\$2,783,000
2020-2021	\$4,598,100	\$7,735,900
2021-2022	\$3,889,600	\$8,242,600

3.2. CMHC Funding during the period from Fiscal Years 2022-2023 to 2027-2028 is the maximum amount of \$100,890,100 and will be allocated to NLHC in accordance with the relevant Action Plan Periods set out in Schedule C, subject to subparagraph 5.2 of the Agreement and appropriations by Parliament.

3.3. CMHC Funding cannot be reallocated among Fiscal Years without prior CMHC approval. In addition, CMHC Funding cannot be reallocated among Initiatives.

3.4. CMHC Funding under this Agreement, including funding under the Canada Community Housing Initiative set out above, will be used to ensure that the same number of Social Housing Units under the SHA and Community Housing Units, as at March 31, 2019, and as agreed to by CMHC and NLHC in Schedule C, will continue to be offered over the course of this Agreement, as required by the Targets and Outcomes set out in the Action Plan.

3.5. For Cost-Matched Funding the value of in-kind contributions will be the fair market value of the contributions. The value of ongoing CMHC Funding 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 from the date of Commitment, but not beyond March 31, 2042), discounted at the appropriate Government of Canada benchmark bond yield rate. "Appropriate" means at the closing market price for bonds with a remaining term equal to or nearest to the period, on or most recently before the Commitment is made, as published by

<sup>1</sup> The notional amount of CMHC Funding for the Canada Community Housing Initiative by Fiscal Year, following the three years in the table set out in section 3.1 above is as follows: 2022-2023: \$8,939,600; 2023-2024: \$9,270,500; 2024-2025: \$11,787,800; 2025-2026: \$14,060,900; 2026-2027 \$19,035,200; 2027-2028: \$21,315,000. These notional amounts are included in the maximum amount of CMHC Funding set out in section 3.2 above of this Schedule B and remains subject to subparagraph 5.2 of the Agreement and appropriations by Parliament.

the Bank of Canada. Where there is no such remaining term nearer to the period than all the others, the nearest longer remaining term will apply.

#### **4. COST-MATCHING: NLHC-DELIVERED INITIATIVES**

4.1. The requirements related to Cost-Matching set out in the Agreement apply to this Schedule, as more specifically set out below:

- (a) By March 31, 2021, the total Commitments of Cost-Matched Funding under this Schedule B must at least be equal to the total of CMHC Funding paid pursuant to subsection 3.1 above, for the Fiscal Year ending March 31, 2020. By March 31, 2022, the total Commitments of Cost-Matched Funding must be at least equal to the total of CMHC Funding paid pursuant to section 3.1 above, for the Fiscal Years ending March 31, 2020 and March 31, 2021. By March 31, 2023, the total Commitments of Cost-Matched Funding must be at least equal to the total of CMHC Funding paid pursuant to subsection 3.1 above, for the Fiscal Years ending March 31, 2020, 2021, and 2022.
- (b) PT Funding and Municipal Funding combined that are committed and disbursed shall not be less than 50% of the total Cost-Matched Funding required by subsection 4.1(a) above.
- (c) NLHC will refund to CMHC any amounts of the CMHC Funding paid that exceed the totals of subsection 4.1(a) and (b) of this Schedule B for Commitments of Cost-Matched Funding.

#### **5. COMMITMENTS: NLHC-DELIVERED INITIATIVES**

5.1. NLHC is responsible for making all Commitments.

5.2. Commitments of CMHC Funding may be made only from and after April 1, 2019 to not later than March 31, 2022. Commitments of Cost-Matched Funding may be made only from and after April 1, 2018 to not later than March 31, 2023.

5.3. NLHC shall require a contribution 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. These agreements or arrangements must ensure, where appropriate, that Housing meets affordability criteria as established by NLHC, allow NLHC to monitor to ensure compliance with those criteria and requirements under this Agreement, and allow for remedies for non-compliance. Contributions, whether by way of CMHC Funding or Cost-Matched Funding or both, must not be structured as loans other than to secure correction or recovery in the case of non-compliance. Where NLHC is the intending owner and operator of a Project, NLHC's recording of its approval, commitment and terms and conditions for the Project is equivalent to its approval of and a contribution agreement for the Project.

5.4. 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 Cost-Matched Funding or

both will be considered to remain committed, provided that NLHC recommits the affected CMHC Funding or Cost-Matched Funding within the same Fiscal Year in which the cancellation, reduction, or Project or Recipient non-compliance occurred, but not later than March 31, 2023.

- 5.5. NLHC may enter into arrangements with municipalities, service managers, Indigenous program administrators or other persons or bodies to perform delivery functions that are the responsibility of NLHC under this Schedule B. Notwithstanding any such arrangements, NLHC remains directly responsible and CMHC will relate and look to NLHC alone in regard to these functions.

## **6. PAYMENTS OF CMHC FUNDING AND INFORMATION ON COMMITMENTS**

- 6.1. Payment of CMHC Funding is subject to the conditions set out in subparagraph 7.5 of the Agreement.
- 6.2. NLHC will use the Claims Form attached as part of Schedule C to request payments of CMHC Funding and to provide information regarding Commitments (including any starts, completions, disbursements to Projects, as well as any cancellations, reductions, or Project or Recipient non-compliance not considered to remain committed and any recommitments under subsection 5.4 of this Schedule), at a minimum on a quarterly basis where NLHC has Commitments in place, and in accordance with Schedule C. NLHC will ensure that Claims submitted support the Action Plan. Notwithstanding the foregoing, CMHC acknowledges that variation in Targets and Outcomes may occur and is permitted, where reasonable and will not, in and of itself, result in a breach of this Agreement or the withholding of CMHC Funding under a Claim.
- 6.3. The final Claims Form for CMHC Funding for any Fiscal Year must be received by CMHC not later than the last business day of the relevant Fiscal Year.

## **7. DISBURSEMENTS: NLHC-DELIVERED INITIATIVES**

- 7.1. NLHC is responsible for disbursement of CMHC Funding and Cost-Matched Funding for each Project and to each Recipient. CMHC Funding and Cost-Matched Funding must be disbursed to Project 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, 2027 or, in the case of ongoing contributions, within twenty years following the date of Commitment but not later than March 31, 2043.
- 7.2. NLHC will refund to CMHC any CMHC Funding which is not disbursed in accordance with the Agreement or that exceeds the total of Cost-Matched Funding disbursed in accordance with subsection 7.1 above.



## **CMHC – NEWFOUNDLAND AND LABRADOR**

### **BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**

#### **SCHEDULE C: ACTION PLAN (Agreement subparagraph 4.1)**

##### **Action Plan**

NLHC will develop and publish a 3-year Action Plan beginning in Fiscal Year 2019/2020 outlining how NLHC will use CMHC Funding and Cost-Matched Funding under this Agreement towards achieving outcomes and set targets for indicators and expected results.

NLHC will ensure that the Action Plan meets the requirements of this Agreement and aligns with the principles and outcomes set out in this Agreement and in the FPT Housing Partnership Framework.

Housing Need is addressed either by eliminating, significantly reducing or reducing Housing Need through one or more of the standards of Affordability, Suitability and Adequacy. The Federally Developed Targets, which will inform the development of the mutually agreed-to Targets and Outcomes and Newfoundland and Labrador's Action Plan as set out in subparagraph 4.2 of the Agreement, were developed based on these standards and improving Housing costs as a percentage of total before tax income to: less than 30%, improving by at least 10% of household income, or improving by at least 20% of household income.

CMHC and NLHC will mutually reach agreement on the targets and outcomes, including the indicators and expected results set out below (altogether the "Targets and Outcomes") which will be identified in the Action Plan and identified in the Schedule C: Progress Report. The mutually agreed-to Targets and Outcomes established under this Agreement will build on existing investments and take into consideration factors including local Housing Need and priorities, funding by CMHC and NLHC under this Agreement, the bold federally developed targets, as well as NHS objectives including opportunities for collaboration, efficiency and innovation to leverage available funding.

As part of a shared commitment to reduce chronic homelessness year over year, Action Plans will reflect the broader Newfoundland and Labrador systems planning approach, including the alignment of housing and homelessness initiatives and the means by which high-vulnerability populations will be prioritized across housing and homelessness programming.<sup>1</sup> CMHC will work with partner federal departments to support alignment of federal housing and homelessness investments.

In addition, the Action Plan will include support for those in greatest need, will be consistent with the principles of participation and inclusion; equality and non-discrimination; and accountability, and will speak to the federal human rights-based approach to housing. In so doing, the Action

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<sup>1</sup> CMHC acknowledges that NHS investments complement other federal, provincial and municipal investments and initiatives in Newfoundland and Labrador made outside this Agreement focused on ending homelessness including supportive housing and activity across other sectors such as health, justice, child welfare and Indigenous relations. Homelessness prevention and supportive housing programs are significant in assisting high vulnerability populations to achieve housing stability.

Plan will complement the NHS goal of helping advance the progressive realization of Canada's obligations in relation to housing under the International Covenant on Economic, Social and Cultural Rights (ICESCR).

The Action Plan will cover the Initiatives identified in Schedule B and be revised over the duration of the Agreement (2018/19 – 2027/28) in accordance with the schedule below:

Action Plan Date	Period Covered
Fiscal Year 2019/20	Fiscal Years 2019/20 <sup>2</sup> – 2021/22
Fiscal Year 2022/23	Fiscal Years 2022/23 – 2024/25
Fiscal Year 2025/26	Fiscal Years 2025/26 – 2027/28

NLHC will provide the Action Plan to CMHC for review and agreement with proposed targets at least three (3) months prior to the first day of the relevant Action Plan Period and will publicly release the Action Plan in accordance with subparagraph 4.3 of the Agreement.

*The parties acknowledge that reporting will be progressively implemented. A plan with respect to the timing to collect all information needed to report under this Agreement will be mutually agreed-to as part of the first Action Plan, taking into account practical constraints on data collection and respect for personal privacy.*

Funding under this Agreement, including under the Canada Community Housing Initiative, will be used to ensure that the same number of Social Housing and Community Housing Units under the Social Housing Agreement, as at March 31, 2019, and agreed to by CMHC and NLHC will continue to be offered as either Social Housing or Community Housing over the course of this Agreement.

For the purposes of this Agreement, CMHC and NLHC agree the following baseline numbers are the number of Social Housing and Community Housing Units under the Social Housing Agreement as of March 31, 2019:

- 5,957 Social Housing Units, of which 5,512 are low-income; and
- Of the total number of Social Housing Units, 75 are Urban Native Social Housing, of which 75 are low-income.

The targets in table 3 (a) below represent the Units that will receive funding under this Agreement, and combined with Units that will receive funding under the Social Housing Agreement represent the number of Social Housing Units that will continue to be offered each year over the course of this Agreement.

*Action Plans will align with the principles and outcomes set out in this Agreement and the FPT Housing Partnership Framework, with respect to the narrative elements as well as the identified tables below.*

#### **1. Action Plans will include the following narrative elements overall**

- a. Description of NLHC's local housing context and priorities, including a description of Housing Need and how planned NLHC actions and activities will ensure an appropriate

<sup>2</sup> Includes Cost-Matched Funding from Fiscal Year 2018/19.

balance between eliminating and reducing Housing Need. This may include a description of funding, actions, activities and programs for NLHC housing priorities outside of the National Housing Strategy.

- b. Description of consultation with municipalities and stakeholders, including:
  - i. The municipalities and stakeholders that were consulted in the development of the Action Plan.
  - ii. The findings and input from municipal and stakeholder consultations, and how these are integrated into the Action Plan.
- c. Description of how funding, actions, and activities under this Agreement will create liveable and inclusive communities by supporting Social Housing and housing that is affordable and easily accessible to health services, education, early learning and child care facilities, employment opportunities, and public transit where provided or available in the community. NLHC is encouraged to propose its own targets relative to the actions and activities they have described.
- d. Description of how funding, actions, and activities under this Agreement will promote accessibility, environmental sustainability, energy efficiency and local employment benefits. NLHC will describe how these actions and activities will aspire to achieve/support the NHS/federally developed outcomes for accessibility, environmental sustainability, energy efficiency, and local employment benefits. NLHC is encouraged to propose its own targets relative to the actions and activities they have described.

**2. Action Plans will include the following narrative elements for each PT-delivered Initiative**

- a. Description of funding, actions, activities and NLHC's programs which will support the achievement of targets, indicators and expected outcomes, as outlined below in this Schedule C: Action Plan. This may include eligible PT cost-matching activities in 2018/19.
- b. Description of funding, actions, activities and NLHC's programs for which NLHC will use funding under this Agreement to promote social inclusion through mixed-income or mixed-use Housing and address the housing needs of NHS targeted vulnerable sub-populations<sup>3</sup>, including:
  - i. Identifying vulnerable sub-populations targeted by Action Plan, based on observed local demographic and socio-economic trends and Housing Need.
  - ii. Identifying the extent that investments and actions will support Projects specifically targeting the unique needs of women and girls.

NLHC will describe how these actions and activities will aspire to achieve/support the NHS/federally developed outcomes for vulnerable populations, including the unique needs of women and girls. NLHC is encouraged to propose its own targets relative to the actions and activities they have described.

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<sup>3</sup> NHS vulnerable sub-populations: Seniors, Indigenous peoples, persons with disabilities, women and girls, particularly those fleeing situations of domestic violence, veterans, visible minorities, refugees, people suffering from mental illness or substance dependence, individuals and families experiencing homelessness.

- c. Description of funding, actions, activities and NLHC's programs to preserve affordability of Units for low-income households while promoting greater financial sustainability, asset management and social inclusion of the stock under their responsibility. NLHC is encouraged to propose its own targets relative to the actions and activities they have described.
- d. Description of funding, actions, activities and NLHC's programs to modernize Social Housing to achieve long-term sustainability, including achieving greater social inclusion, energy efficiency and financial sustainability, and the steps over the 3-year period to achieve targets set out in Schedule C, section 3 (a). NLHC is encouraged to propose its own targets relative to the actions and activities they have described.

**3. Action Plans will include the following table on Targets and Outcomes for expected results<sup>4</sup>**

CMHC and NLHC agree on the following Expected Overall Targets related to the PT delivered funding under this Agreement from 2019/20 to 2027/28.

**a) Targets and Outcomes for expected results overall**

Outcome	Expected Results	Target (Units)							
		Year 1 Target and Funding (\$M)		Year 2 Target and Funding (\$M)		Year 3 Target and Funding (\$M)		3 Year Cumulative Total Target and Funding (\$M)	
Maintain/ increase Social Housing supply	Units continue to be offered in Social Housing								
	Expand Social Housing Units overall by 15% <sup>5</sup>								
	No net loss of Urban Native Social Housing Units available to low-income households								
Repair existing stock	At least 20% of existing Social Housing Units repaired								
	Retained Urban Native Social Housing Units								

<sup>4</sup> Expected Results and Targets will be established and added following co-development of the Canada Housing Benefit.

<sup>5</sup> Units under expansion will be PT-administered rent assisted units provided to low-income households.

	are repaired to good condition									
<i>PT to propose additional outcomes</i>	<i>PT to propose expected results</i>									

b) Expected number of households for which Housing Need will be addressed by Initiative

Initiative	Target (Households)				
	Year 1	Year 2	Year 3	3 Year Cumulative Total	2019/20 - 2027/28 Target
Newfoundland and Labrador Priorities Housing Initiative					
Canada Community Housing Initiative					
Canada Housing Benefit <sup>6</sup>					
Total					

4) Action Plans will include the following tables on Targets for indicators

a) Planned Cost-Matched Funding per Initiative

Initiative	Planned Cost-Matched Funding			
	Year 1 (\$M) <sup>7</sup>	Year 2 (\$M)	Year 3 (\$M)	Year 4 (\$M)
Newfoundland and Labrador Priorities Housing Initiative				
Canada Community Housing Initiative				
Canada Housing Benefit <sup>8</sup>				

b) Planned funding and indicators to achieve overall targets over the three-year planning period.

Indicator: Number of households for which Housing Need is addressed	Target (Households)				
	Year 1 Target and	Year 2 Target and	Year 3 Target and	3 Year Cumulative Total	2019/20 - 2027/28 Target

<sup>6</sup> Targets for Canada Housing Benefit to be added following co-development.

<sup>7</sup> Planned eligible Cost-Matched Funding in 2018/19 will be reflected here along with planned eligible Cost-Matched Funding in 2019/20.

<sup>8</sup> Planned Cost-Matched Funding for Canada Housing Benefit to be added following co-development.

	Funding (\$M)		Funding (\$M)		Funding (\$M)		Target and Funding (\$M)		
	#	(\$M)	#	(\$M)	#	(\$M)	#	(\$M)	
New Construction									
Repaired/ Renewed									
<u>Affordability Assistance</u>									
<i>Project based subsidy</i>									
<i>Affordability Assistance to the household</i>									
Total									

Indicator: Housing Units considered accessible <sup>9</sup>	Target (Units)									
	Year 1 Target and Funding (\$M)		Year 2 Target and Funding (\$M)		Year 3 Target and Funding (\$M)		3 Year Cumulative Total Target and Funding (\$M)		2019/20 - 2027/28 Target	
	Units	(\$M)	Units	(\$M)	Units	(\$M)	Units	(\$M)	Units	(\$M)
New										
Repaired/ Renewed										
Total										

<sup>9</sup> Considered accessible in a building as per the local building code.

**CMHC – NEWFOUNDLAND AND LABRADOR**

**BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**

**SCHEDULE C: PROGRESS REPORT**  
**(Agreement subparagraph 8.2)**

**Progress Reporting**

NLHC will report on the use of CMHC Funding and Cost-Matched Funding toward achieving Targets and Outcomes set in the current Action Plan, as well as accessibility of Projects, projected achievement of energy consumption and greenhouse gas emission objectives, and Community Employment Benefits from housing investments under this Agreement.

At least every six months (by the last business day of November/May), NLHC will provide CMHC with a summary report on progress towards realizing the agreed-to Targets and Outcomes in the Action Plan, as described below, and updated information on progress towards targets and indicators at the Project level, as identified in Schedule C: Claims, which supports the summary report.

CMHC will use this information to report publicly on targets and indicators at the Project level for new developments and large repair or renewal efforts of \$1M or more, as well as at provincial/territorial and national levels.

**1. Narrative Items**

Progress Reporting will reflect on the progress towards achieving the overall areas described in the narrative sections of the Action Plan, as applicable, as well as an annual confirmation relating to communications to households in Projects that benefited from the Canada Community Housing Initiative per section 9.2 of Schedule E (Communications Protocol).

**2. Progress Toward Targets and Outcomes for Expected Results<sup>1</sup>**

In order to track progress over the current Fiscal Year, NLHC will report on the status at Year Start (balance of progress carried over from previous Fiscal Year at April 1); cumulative at Mid-Year (September 30) and cumulative at Year End (March 31) based on Commitments in place.

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<sup>1</sup> Expected results and Targets for Canada Housing Benefit will be established and added here following co-development.

**a. Targets and Outcomes for Overall Expected Results**

Expected Results	Progress (Units)		
	Year Start	Mid-Year	Year End
Units continue to be offered in Social Housing			
a) preserve number of Units offered			
b) preserve number of low-income Units offered			
15% expansion of rent assisted Units <sup>2</sup>			
No net loss of Urban Native Social Housing Units available to low-income households, and affordability of Units is maintained			
At least 20% of existing Social Housing Units repaired			
Retained Urban Native Social Housing Units will be repaired to good condition			
<i>PT to propose additional Expected Results</i>			

**b. Expected number of households for which Housing Needs has been addressed, by Initiative**

Initiative	Target (Households)				
	Year 1	Year 2	Year 3	3 Year Cumulative Total	2019/20 - 2027/28 Target
Newfoundland and Labrador Priorities Housing Initiative					
Canada Community Housing Initiative					
Canada Housing Benefit <sup>3</sup>					
Total					

<sup>2</sup> Rent assisted Units refers to PT-administered Community Housing provided to low-income households.

<sup>3</sup> Targets for Canada Housing Benefit to be added following co-development.



### 3. Progress Toward Targets for Indicators

Report on actions, activities, and the use of funding under this Agreement relative to indicators in the Action Plan, as well as accessibility of Projects, and projected achievement of PT energy consumption and greenhouse gas emissions objectives.

In order to track progress over the current Fiscal Year, NLHC will report on the status at Year Start (balance of progress carried over from previous Fiscal Year at April 1); cumulative at Mid-Year (September 30) and cumulative at Year End (March 31) based on Commitments in place.

#### a. Number of households for which Housing Need has been addressed by Project-based subsidy or affordability assistance to the household.

Housing Type	Removed from Housing Need due to Affordability											
	New Construction			Repair/Renewed			Project Based Subsidy			Affordability Assistance to Households		
	Year Start	Mid-Year	Year End	Year Start	Mid-Year	Year End	Year Start	Mid-Year	Year End	Year Start	Mid-Year	Year End
Social Housing												
Affordable Rental												
Affordable Homeownership												
Transitional Shelter												
Other Supportive Housing												
Other												
Total												

For the tables found in section 3, b-d., NLHC will report on the following only where they have specific targeted programs

**b. Number of new and repaired/renewed Housing Units by Housing Type<sup>4</sup> and Targeted Housing Program<sup>5</sup>, as applicable.**

[By Housing Type]	New (# Units)			Repaired/Renewed (# Units)			Total (# Units)		
	Year Start	Mid- Year	Year End	Year Start	Mid- Year	Year End	Year Start	Mid- Year	Year End
<b>Targeted Housing Program</b>									
Non-targeted									
Fleeing Domestic Violence <sup>6</sup>									
Seniors									
Indigenous peoples									
Homeless									
People with disabilities									
Mental health/addiction issues									
Veterans									
Young adults									
Racialized groups									
Newcomers									
<b>Total</b>									

<sup>4</sup> This table will be used to report results by each Housing Type, as applicable, for the following Housing Types: Social Housing, affordable rental, affordable homeownership, transitional shelter, other supportive Housing, other.

<sup>5</sup> A Targeted Housing Program is a program that provides access to housing units for a specific targeted vulnerable sub-population that experience systematic housing challenges, including but not limited to women and children fleeing domestic violence, seniors, Indigenous peoples, individuals and families experiencing homelessness, people with disabilities, people with mental health and addiction issues, veterans, young adults, racialized groups, newcomers. Units delivered through a program that does not specifically target a vulnerable sub-population should be reported as Non-targeted.

<sup>6</sup> Women and Children Fleeing Domestic Violence.

**c. Number and percentage of new and repaired/renewed Housing Units targeting lower income households.**

Targeted Housing Program	New					
	Year Start		Mid-Year		Year End	
	# Units	%	# Units	%	# Units	%
Non-targeted						
Fleeing Domestic Violence						
Seniors						
Indigenous peoples						
Homeless						
People with disabilities						
Mental health/addiction issues						
Veterans						
Young adults						
Racialized groups						
Newcomers						
<b>Total</b>						

Targeted Housing Program	Repaired/Renewed					
	Year Start		Mid-Year		Year End	
	# Units	%	# Units	%	# Units	%
Non-targeted						
Fleeing Domestic Violence						
Seniors						
Indigenous peoples						
Homeless						
People with disabilities						
Mental health/addiction issues						
Veterans						
Young adults						
Racialized groups						
Newcomers						
<b>Total</b>						

- d. Number and percentage<sup>7</sup> of new and repaired/renewed Housing Units considered accessible in a building as per the local or national building code.

Targeted Housing Program	New Housing Units Considered Accessible					
	Year Start		Mid-Year		Year End	
	# Units	%	# Units	%	# Units	%
Non-targeted						
Fleeing Domestic Violence						
Seniors						
Indigenous peoples						
Homeless						
People with disabilities						
Mental health/addiction issues						
Veterans						
Young adults						
Racialized groups						
Newcomers						
<b>Total</b>						

Targeted Housing Program	Repaired/Renewed Housing Units Considered Accessible					
	Year Start		Mid-Year		Year End	
	# Units	%	# Units	%	# Units	%
Non-targeted						
Fleeing Domestic Violence						
Seniors						
Indigenous peoples						
Homeless						
People with disabilities						
Mental health/addiction issues						
Veterans						
Young adults						
Racialized groups						
Newcomers						
<b>Total</b>						

<sup>7</sup> This is the percentage of units in Projects that are accessible.

- e. Number of new Projects and large repair and renewal Projects that are projected to achieve PT objective for energy consumption and greenhouse gas emissions.<sup>8</sup>

Reductions in Energy Consumption			
Reduction <sup>9</sup> (%)	New Projects (# Projects)		
	Year Start	Mid-Year	Year End
[Up to X]			
[X – Y]			
[Y – Z]			
[Z or more]			
<b>Total</b>			

Reductions in Energy Consumption			
Reduction <sup>10</sup> (%)	Large Repair and Renewal Projects <sup>11</sup> (# Projects)		
	Year Start	Mid-Year	Year End
[Up to X]			
[X - Y]			
[Y - Z]			
[Z or more]			
<b>Total</b>			

Reductions in Greenhouse Gas Emissions			
Reduction <sup>12</sup> (%)	New Projects (# Projects)		
	Year Start	Mid-Year	Year End
[Up to X]			
[X - Y]			
[Y - Z]			
[Z or more]			
<b>Total</b>			

<sup>8</sup> Information in this section can be provided on the basis of modelling and projections.

<sup>9</sup> Relative to minimum requirements in energy code and reduction range to be negotiated bilaterally.

<sup>10</sup> Relative to baseline for Projects. Relevant reduction range to be negotiated bilaterally.

<sup>11</sup> Large repair and renewal Housing Projects are defined as Projects with a total value of \$1 million or more.

<sup>12</sup> Relative to minimum requirements in energy code and reduction range to be negotiated bilaterally.

Reduction <sup>13</sup> (%)	Reductions in Greenhouse Gas Emissions		
	Large Repair and Renewal Projects <sup>14</sup> (# Projects)		
	Year Start	Mid-Year	Year End
[Up to X]			
[X - Y]			
[Y - Z]			
[Z or more]			
Total			

#### 4. Community Employment Benefits<sup>15</sup>

a. NLHC will report on the Community Employment Benefits from Housing investments for Projects over \$10 million. This will include:

- i. Describing the Community Employment Benefits derived from each Project, specifically as it applies to targeted groups.<sup>16</sup>
- ii. Reporting, by Project: total dollar value; anticipated and actual job creation for targeted groups (if applicable) in planning and construction in work-hours; and the number and total value of contracts awarded to small and medium-sized enterprises<sup>17</sup> (SME).

Project Name, Address, and NLHC reference number <sup>18</sup>	Community Employment Benefits from Housing Investments				
	Total Value of Project (\$M)	Work Hours for targeted groups		Contracts for SME	
		Anticipated	Actual	#	\$M
[List all projects over \$10M]					

<sup>13</sup> Relative to baseline for Projects. Relevant reduction range to be negotiated bilaterally.

<sup>14</sup> Large repair and renewal Housing Projects are defined as Projects with a total value of \$1 million or more.

<sup>15</sup> Community Employment Benefits aim to promote socio-economic benefits for historically under-represented groups or priorities through infrastructure investments. Community Employment Benefits include creating jobs and training opportunities in the planning and construction phases of projects or creating channels for SMEs (small and medium-sized businesses) to participate in projects.

<sup>16</sup> Targeted groups for Community Employment Benefits are: apprentices, Indigenous Peoples, Women in Construction, veterans and newcomers to Canada, or others as applicable to each P/T's local context.

<sup>17</sup> Small business: Business with less than 99 paid employees.

Medium-sized business: Business with 100 to 499 paid employees.

<sup>18</sup> NLHC reference number is the unique identifier for the Project used by NLHC and included in the claim submitted to CMHC for the Project.

**CLHC - NEWFOUNDLAND AND LABRADOR**

**SCHEDULE C: CLAIMS - Biennial Agreement under the 2017 National Housing Strategy  
QUARTERLY CLAIM FOR CLHC FUNDING IDENTIFICATION OF COMMITMENTS, PROGRESS OF CONSTRUCTION, AND PROGRESS REPORTING  
FOR THE QUARTER FROM \_\_\_\_\_ 20\_\_\_\_ TO \_\_\_\_\_ 20\_\_\_\_  
(Agreement subparagraph 7.3)**

Project Details		Address (a)*				Units				Housing Intervention (g)				Housing Type (g)				Environmental Compliance (h)				Intended Energy Efficiency Improvement (i)				Intended GHG Improvement (j)																				
CLHC Ref. # (a)	New or Revised Project Detail	Project Name (a)*	Street No. (a)	Street Name (a)	Street Type (a)	Direction (a)	Unit No. (a)	City (a)	Postal Code (a)	Sponsor (a)	Start Date (a)	Completed Date (c)	Total #	# Below Market (f)	# Low-Income (f)	# Target Groups (f)	# Accessible (f)	Housing Intervention (g)	Housing Type (g)	Environmental Compliance (h)	Intended Energy Efficiency Improvement (i)	Intended GHG Improvement (j)																								
<b>Unit Totals</b>																																														
<b>Project Funding</b>																																														
CLHC Ref. # (a)	Initiative (b)	Total Dollars Committed (h)	Total Dollars Spent to Date (f)	CLHC Funding Amount of \$888 (a)	Newfoundland and Labrador / NLHC Funding (c)	Municipal Funding (c)	Funding from Other Sources (c)	Total Cost-Matched Funding (c)	Total Cost-Matched Funding (c)	# of yrs for ongoing funds commitment (e)	\$ to be paid over life of commitment (e)	# of yrs for ongoing funds (e)	\$ to be paid over life of commitment (e)																																	
<b>Claim Subtotal</b>																																														
<b>Administration and Project Management Fees</b>																																														
	Initiative (g)	Total Dollars Committed (h)	CLHC Funding Amount of \$888 (a)	Newfoundland and Labrador / NLHC Funding (c)	Municipal Funding (c)	Funding from Other Sources (c)	Total Cost-Matched Funding (c)	Total Dollars Disbursed to Date (f)	Total Dollars Disbursed to Date (f)	Newfoundland and Labrador / NLHC Funding (c)	Municipal Funding (c)	Funding from Other Sources (c)	Total Cost-Matched Funding (c)																																	
<b>Subtotal</b>																																														
<b>Claim Total</b>																																														

(a) Assistance to Recipients may be aggregated by the first three postal code digits. Thus, having in mind the protection of personal information, the shaded columns do not require individual details for direct assistance to Recipients.

(b) Guidelines to ensure Funding provided by CLHC complies with all relevant and applicable federal environmental assessment legislation, regulations and policies.

(c) Total amount, including ongoing contributions. Ongoing contributions of CLHC Funding are to be calculated (present value) in accordance with Section 3.5 of Schedule B.

(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.

(f) Information will be provided as it becomes available at the Project level, and will be updated to supplement and support progress reporting.

(g) Indicate all that apply to each project.

(h) Administration Costs can be claimed by Initiative up to a maximum of 10%, based on Newfoundland and Labrador's cost to administer the Agreement, including total implementation costs for reporting requirements as established and agreed to in the Action Plan, and NLHC's role in Federal MHS Programs administered by CLHC in Schedule C. With CLHC's prior agreement, Administration Costs claimed by Initiative may exceed that percentage in a Fiscal Year, but the average over the 2019/20-2027/28 period cannot exceed that percentage.

(i) Low-income as agreed-to by CLHC and NLHC in alignment with the principles and objectives of the National Housing Strategy.

Note: Drop-down options are subject to change when operationalized

Funding Envelope	Housing Intervention	Housing Type	Units by Targeted Housing Program	Intended Energy Efficiency Improvement	Intended Greenhouse Gas (GHG) Emission Improvement
Canada Community Housing Initiative Newfoundland and Labrador Priorities Housing Initiative Canada Housing Benefit	New Construction	Existing social housing - Co-operative	Non-targeted	[Ranges to be negotiated bilaterally]	[Ranges to be negotiated bilaterally]
	Conversion Repair Renewal Project based subsidy Direct household assistance CHB Homeownership assistance Administration	Existing social housing - Non-profit Existing social housing - Public New social housing - Co-operative New social housing - Non-profit New social housing - Public Existing Urban Native social housing Veterans Young adults Affordable rental Market rental Market ownership Transitional Shelter Other supportive housing Other housing Non-residential (up to 30%)	Women and children fleeing domestic violence Seniors Indigenous peoples Homeless People with disabilities People with mental health and addiction issues Racialized groups Newcomers Women and their children		



**SCHEDULE D: ANNUAL AUDITED STATEMENT OF DISBURSEMENTS**  
(Agreement subparagraph 8.3)

CMHC - NEWFOUNDLAND AND LABRADOR  
Bilateral Agreement under the 2017 National Housing Strategy  
AUDITED ANNUAL STATEMENT OF DISBURSEMENTS  
For the Fiscal Year Ended March 31, 20 \_\_\_\_ (\$ dollars)

Part A - Annual Cash Disbursements to Projects and Recipients					
Bilateral Agreement under the 2017 NHS	Annual CMHC Funding Disbursements	Cost Matched Funding Annual Disbursements			Total Annual Disbursements
		PT Funding	Municipal-Funding	Funding from Other Sources	
Newfoundland and Labrador-delivered Initiatives (CMHC-funded) (Schedule B)					
Newfoundland and Labrador Priorities Housing Initiative - to Projects and Recipients					
Add: Project management and Administrative Costs					
Add: Housing Support Services					
Subtotal for Newfoundland and Labrador Priorities Housing Initiative					
Canada Community Housing Initiative - to Projects and Recipients					
Add: Project management and Administrative Costs					
Add: Housing Support Services					
Subtotal for Canada Community Housing Initiative					
[Canada Housing Benefit - to Projects and Recipients]					
Add: Project management and Administrative Costs					
Subtotal for Canada Housing Benefit					
Total All Initiatives - Annual					

Part B - Cumulative Cash Disbursements to Projects and Recipients (Year-over-Year)						
Bilateral Agreement under the 2017 NHS	CMHC Cumulative Funding Disbursements	Cost Matched Cumulative Disbursements			Total Annual Cost Matched Funding Disbursements	Total Cumulative Disbursements
		PT Funding	Municipal Funding	Funding from Other Sources		
	Newfoundland and Labrador-delivered Initiatives (CMHC-funded) (Schedule B)					
	Newfoundland and Labrador Priorities Housing Initiative to Projects and Recipients - Opening Balance					
	Add: Annual Subtotal for PT Priority Funding					
	Subtotal for Newfoundland and Labrador Priorities Housing Initiative					
	Canada Community Housing Initiative to Projects and Recipients - Opening Balance					
	Add: Annual Subtotal for Canada Community Housing Initiative					
	Subtotal for Canada Community Housing Initiative					
	[Canada Housing Benefit - Opening Balance]					
	Add: Annual Subtotal for Canada Housing Benefit					
	Subtotal for Canada Housing Benefit					
	Total All Initiatives - Cumulative					

Notes: Cash disbursements include in-kind contributions

**CMHC – NEWFOUNDLAND AND LABRADOR**  
**BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**  
**SCHEDULE D.1: ANNUAL AUDIT**  
**(Agreement subparagraph 8.3 and 8.4)**

1. The Annual Audited Statement of Disbursements (Schedule D) must be audited by an auditor licensed to practice in Newfoundland and Labrador and the audit is to be conducted in accordance with Canadian Standard on Assurance Engagement 3531 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 has been prepared, in all material respects in accordance with the standard set out in paragraph 1 above and the NLHC has complied with terms of the Bilateral Agreement under the 2017 National Housing Strategy. 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. The NLHC will provide the Annual Statement of Disbursements and auditor's opinion to CMHC within six months after the end of the Fiscal Year.
4. The NLHC will correct any deficiencies noted by the auditor within a reasonable period of time. CMHC Funding may be withheld if the deficiencies are not corrected within a reasonable period of time.
5. The NLHC shall refund to CMHC any CMHC Funding which has not been disbursed in accordance with this Agreement.
6. CMHC is not responsible for the cost of the audit.
7. The NLHC shall on reasonable grounds and reasonable notice give CMHC access to its documents, books, records and accounts to verify compliance with this Agreement.

**CMHC – NEWFOUNDLAND AND LABRADOR**

**BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**

**SCHEDULE E: COMMUNICATIONS PROTOCOL**  
**(Agreement subparagraph 7.11)**

**1. Purpose**

- 1.1 This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Project proponents, with respect to Communications Activities related to Projects.
- 1.2 This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
- 1.3 The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects and Recipients receiving funding or benefits under this Agreement.
- 1.4 This Communications Protocol applies to Initiatives under Schedule B to this Agreement and for greater certainty does not apply to Federal NHS Programs under Schedule G to this Agreement.

**2. Guiding Principles**

- 2.1 For the purposes of this Agreement, "Communications Activity" or "Communications Activities" means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement, and includes "Joint Communications".
- 2.2 Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of investments made in Housing and that they receive consistent information about funded Projects and their benefits.
- 2.3 NLHC is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Project proponents and for ensuring their compliance.
- 2.4 Communications Activities under this Agreement shall refer to equally and give equal prominence and priority to Canada, including CMHC and Newfoundland and Labrador, including NLHC. In addition, at the request of NLHC, recognition for Municipal Funding and funding by Indigenous governments directly to Projects and Recipients may also

be included in a manner agreed to by the Parties. This paragraph applies to all relevant provisions of this Agreement.

### **3. Joint Communications**

- 3.1 For the purposes of this Agreement, "Joint Communications" means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, NLHC and, where applicable, the Project proponent, and are not operational in nature.
- 3.2 Canada, NLHC and Project proponents will have Joint Communications about the funding for the Project(s).
- 3.3 Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of all Parties and the Project proponent.
- 3.4 All Joint Communications material will be approved by the Parties prior to release and will recognize both Parties in accordance with this Schedule E.
- 3.5 The announcement or publication of Projects and Project lists, as well as announcements of any additional Projects, must be approved by the Parties prior to the announcement, except as otherwise set out in this Agreement.
- 3.6 Each of the Parties or the Project proponent may request Joint Communications. The requestor will provide at least 15 business days' notice to the other Party or the Project proponent. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- 3.7 The requestor of the Joint Communications will provide the opportunity for the other Party or the Project proponent to choose to participate and choose their own designated representative (in the case of an event).
- 3.8 Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos.
- 3.9 The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

### **4. Individual Communications**

- 4.1 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and NLHC retain the right to communicate information to Canadians about the Agreement and the use of funds to meet their respective legislated and regulatory obligations through their respective Communications Activities, with prior notice.
- 4.2 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and NLHC retain the right to identify Projects receiving \$1 million or more of funding for the purposes of reporting publicly. For clarity, other activities, including Project-level news releases and public events, are still subject to Section 3.
- 4.3 Each Party may include general program messaging and additional Communications Activities of Projects already announced in their own Communications Activities.

- 4.4 Each Party or the Project proponent may do their own Communications Activity if the Communications Activity is not related to funding under this Agreement.

**5. Operational Communications**

- 5.1 NLHC and the Project proponent are solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices.

**6. Media Relations**

- 6.1 Canada and NLHC will share information within one (1) business day with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

**7. Signage**

- 7.1 If one or all the Parties and/or Project proponent wishes to install a sign recognizing their contribution to the Project, Project proponent must produce and install a sign to recognize the contribution of all Parties. Signage must be produced in accordance with current federal signage guidelines unless agreed otherwise by Canada. The federal sign design, content, and installation guidelines will be provided by Canada.
- 7.2 Where the Project proponent decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize CMHC and NLHC and be approved by Canada and NLHC.
- 7.3 If erected, signage recognizing CMHC and NLHC will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- 7.4 If erected, signage will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**8. Costs**

- 8.1 Costs associated with the development and production of signage and joint public announcements are eligible costs under this Agreement as established by both Parties.

**9. Communicating With Project Proponents and Others**

- 9.1 NLHC agrees to facilitate, as required, communications between Canada and the Project proponent for Communications Activities.
- 9.2 NLHC agrees to provide annual letters to households in Projects which benefited from the Canada Community Housing Initiative funding, or such other communication as may be appropriate (e.g. signage, plaques) where mutually agreed-to by the Parties, always recognizing CMHC and provincial and municipal's contribution in accordance with 2.4 of this Schedule E. Mutual agreement may not be unreasonably withheld.

**10. Advertising Campaigns**

- 10.1 Recognizing that advertising can be an effective means of communicating with the public, Canada and NLHC may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects, unless agreed otherwise. However, such a campaign will respect the provisions of this Agreement. In

the event of such a campaign, the sponsoring Party or Project proponent will inform the other Parties or Project proponents of its intention no less than twenty-one (21) working days prior to the campaign launch.

**CMHC – NEWFOUNDLAND AND LABRADOR**

**BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**

**SCHEDULE F: FEDERAL/PROVINCIAL/TERRITORIAL (FPT) HOUSING  
PARTNERSHIP FRAMEWORK**

**Long-Term Vision for Housing**

- Federal, Provincial and Territorial Ministers Responsible for Housing agree to a shared vision where:

*Canadians have housing that meets their needs and they can afford. Affordable housing is a cornerstone of sustainable and inclusive communities and a Canadian economy where we can prosper and thrive.*

- The FPT Housing Partnership Framework is a multilateral agreement that sets the foundation for federal, provincial and territorial governments to work towards achieving this long-term vision. The Framework is grounded in the National Housing Strategy (NHS) and is complemented by provincial and territorial housing strategies. It marks a renewed relationship between Canada and the provinces and territories<sup>1</sup> and commits FPT governments to work together to achieve better housing solutions across the spectrum, from homelessness to market housing.
- NHS shared investments seek to lift Canadians out of housing need; reduce homelessness year-over-year; support the community housing sector; increase housing supply; improve housing conditions and affordability — including for Indigenous peoples and those living in the North; promote social inclusion; contribute to environmental sustainability; and improve economic stability in Canada through job creation, training and support to local enterprise.
- Ministers Responsible for Housing agree that better housing outcomes will be achieved as FPT governments: co-ordinate their efforts; cooperate in the development of housing policies and strategies; build upon existing housing investments and effective housing programs; and share data and information that will make program development and delivery more effective. Ministers further commit to collaborate with many diverse stakeholders and align housing policies and planning with other sectors to create effective housing solutions and vibrant communities.

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<sup>1</sup> While it shares many of the objectives sought by other governments, Québec intends to fully exercise its own responsibilities and control over the planning, organization and management of housing on its territory to benefit Québec's population. Accordingly, Québec does not subscribe to the National Housing Strategy (NHS) and hopes to undertake as soon as possible discussions to reach an asymmetrical bilateral agreement, distinct from the NHS, which will fully respects Québec's exclusive responsibility in the area of housing and allows Québec to obtain its share of all federal funding dedicated to housing.

## National Housing Strategy Principles

- All NHS investments delivered by FPT governments must respect the key principles of the National Housing Strategy:

### People

- Every Canadian deserves a safe and affordable home
- Housing investments must prioritize those most in need, including: women and children fleeing family violence; seniors; Indigenous peoples; visible minorities; people with disabilities; those dealing with mental health and addiction issues; veterans; and young adults
- Housing policy should be grounded in the principles of inclusion, participation, accountability, and non-discrimination

### Communities

- Housing programs should align with public investments in job creation, skills training, transit, early learning, healthcare, and cultural and recreational infrastructure
- Housing investments should support Canada's climate change agenda and commitment to accessible communities
- Communities should be empowered to develop and implement local solutions to housing challenges

### Partnership

- Good housing policy requires transparent and accountable partnership between the federal government, provinces, territories, municipalities, the social and private sectors, and people with lived experience of housing need
- The community housing sector must be prioritized, protected and grown

## Working Together

- The National Housing Strategy is built on strong partnership between the federal, provincial and territorial governments, and continuous engagement with others, including municipalities, regional Indigenous governments and organizations, national Indigenous organizations, the social and private sectors. Canadians benefit when FPT governments work well together.
- Housing issues are inter-related and solutions require a continuum of housing responses and a cross-sectorial, comprehensive approach. This requires co-ordination, horizontal policy integration, and joint planning with other policy sectors. It is critical that the actions on the part of one order of government consider the long-term sustainability challenges for the other.
- Federal initiatives under the NHS are guided by a human rights-based approach to housing. With respect to federal NHS initiatives, the federal government commits to open and timely information sharing with provinces and territories (PTs) and consulting with PTs on program design to coordinate between federal and



provincial/territorial initiatives. PTs will be invited to participate in federal programs designed to increase affordable housing supply, such as the National Housing Co-Investment Fund, by supporting decision-making and co-investing. Particulars of the federal-provincial/territorial partnership in the National Housing Co-Investment Fund and other federally managed initiatives will be determined between CMHC and each individual PT.

- The federal, provincial, and territorial governments will work within the FPT Forum on Housing - the primary FPT intergovernmental housing forum - to discuss housing policy and program design, as well as monitor and evaluate the state of housing in Canada. The Forum will also support the assessment of NHS effectiveness and use shared intelligence to inform decision-making, priority setting and adjustments to FPT agreements where appropriate.

### **FPT Partnership Principles**

- As primary partners in housing, federal, provincial and territorial governments agree to:
  - a. Communicate, consult and work with each other and with municipalities, regional Indigenous governments and organizations, national Indigenous organizations, along with other organizations and stakeholders in a timely, open and transparent manner through the FPT Forum on Housing and other discussion tables;
  - b. Coordinate efforts to minimize duplication and ensure that housing and homelessness programs are delivered in the most efficient, effective way and build on each order of government's successes, experience and investments;
  - c. Provide the best possible service delivery that promotes ease of access to programs and initiatives and achieves positive outcomes for households in need and other clients;
  - d. Share data, information and research related to their activities and issues in support of outcomes;
  - e. Assume mutual accountability for the achievement of outcomes, as set out in the NHS, and report these outcomes to the public in an open, transparent, effective and timely manner;
  - f. Develop a coordinated approach to joint public communications at the project level, and more broadly on the NHS; and
  - g. Ensure government funding is well managed and supports achievement of outcomes (e.g. through regular audits and evaluations).

### **Bilateral Arrangements**

- This Framework forms the basis for the development of bilateral arrangements that will include terms and conditions for: i) preservation and repair/regeneration of social housing, including Urban Native social housing units for those PTs that have taken on responsibility of this stock under existing social housing agreements, and

expansion of the social housing stock; ii) support for PT priorities related to social and affordable housing repair, construction, and affordability support; iii) design and implementation of a Canada Housing Benefit; iv) and targeted northern funding for the territories.

- The partners agree that effective investments and efficient delivery of housing and homelessness policies call for both multilateral and bilateral cooperation.
- Bilateral arrangements will include many common elements<sup>2</sup> as well as specific bilateral elements to be negotiated between the parties. They will also contain a provision that will allow PTs to amend their arrangement if a more favourable term related to common elements agreed to in this multilateral framework is negotiated with another province or territory and to make these terms available to other PTs.

#### **Schedule 1: Bilateral Arrangements for PT-delivered NHS Investments**

- Federal, provincial and territorial governments are primary partners in housing. The federal and provincial/territorial (F-PT) governments have a shared responsibility and complementary roles for housing with the provinces and territories having primary responsibility for the design and delivery of housing programs within their jurisdiction.
- PT governments will use funds provided under this framework to preserve, regenerate and expand social and community housing, support PT priorities related to housing repair, construction, and affordability support, and co-design and implement a new Canada Housing Benefit.
- Federal targets below will inform the development of mutually agreed to PT targets in bilateral agreements with the goal of achieving the following:

##### **Maintain/increase social housing supply:**

- a. 330,000 units continue to be offered in social housing
- b. A 15% expansion of rent-assisted units (approximately 50,000 units based on number of units still supported by social housing agreements in 2018-19)
- c. No net loss of Urban Native Social Housing units available to low-income households (baseline to be determined bilaterally)

##### **Repair existing stock:**

- d. At least 20% of existing social housing units repaired (approximately

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<sup>2</sup> The main intent is to provide a consistent approach among the provinces and territories (except Quebec) through the common terms and conditions of a bi-lateral related to, for example, allocation other than specific targeted funding (i.e., funding for the North), eligible use of funding, cost sharing, reporting, action plans, communication protocols, audits and financial terms and conditions.

60,000 units based on number of units still supported by social housing agreements in 2018-19)

- e. Retained Urban Native Social Housing units will be repaired to good condition  
Direct affordability support to households:
- f. At least 300,000 households adequately supported through a Canada Housing Benefit

Remove households from housing need:

- g. Overall, at least 490,000 households removed from housing need as a result of NHS funded housing interventions (ensuring an appropriate balance between targeting households in severe core housing need and core housing need)
- The following principles will apply to all NHS investments, including those cost-shared and delivered by PTs:
    - a. Protect housing affordability for low-income households living in social housing by first preserving, then expanding the current number of rent assisted units in social housing in the province or territory, providing a sufficient level of affordability support to ensure those households are not in housing need, without creating unintended disincentives to employment, education, etc., and improving the condition of the existing stock.
    - b. Prioritize housing investments to the community housing sector, while taking into account the different needs, priorities and contexts of particular jurisdictions. The community sector has a strong social mandate that is in line with the objectives of the NHS. Investments in the sector help to create the conditions for long-lasting success.
    - c. Promote social inclusion through mixed-income or mixed-use housing and by assisting the most vulnerable and those in greatest need, such as seniors, people with disabilities, women, girls, and their families, particularly those fleeing domestic violence, veterans, Indigenous people, visible minorities, refugees, people suffering from mental illness or substance dependence, etc.
    - d. Create liveable and inclusive communities by supporting social and affordable housing that is easily accessible to public transit, health services, education, early learning and child care facilities, and employment opportunities.
    - e. Promote environmental sustainability, energy efficiency, and local employment benefits. This includes through new and renewed (repaired) housing that exceeds national Energy Building Code standards for large projects, and community employment benefits and climate lens considerations under the Investing in Canada Plan.
    - f. Support good governance and financial stability of the community sector through greater openness, transparency, and accountability with partners

across orders of government, as well as municipalities, and with the private and social sectors.

- In addition to the above principles, all PT funding, including funds for preserving, regenerating and expanding social housing (including Urban Native Social Housing); support for PT priorities related to repair and construction needs; implementation of a Canada Housing Benefit; and targeted northern funding for the territories are subject to mandatory requirements and use of fund conditions set out in this framework.
- Remedies (e.g. a suspension of funding) could be applied if the eligible use of funding, cost matching and accountability and reporting requirements are not met:

#### *Eligible Use of Funding*

- The following use of fund conditions will apply to the **Canada Community Housing Initiative, PT Priority Funding, and targeted northern funding for the territories**:
  - a. New construction/conversion of residential units, which may include up to 30% of total associated space available for non-residential amenities or purposes.
  - b. Repair, renovation, adaptation or regeneration of residential projects, which may include up to 30% of total associated space available for non-residential amenities or purposes.
  - c. Affordability support.
  - d. Eligible, incurred program management and administrative costs up to a maximum of 10%.
- Eligible use of funds under the **Canada Housing Benefit** will entail affordability support for households and/or individuals and administrative costs up to a maximum of 10%.

#### *Cost-Matching*

- The following cost-matching principles and/or requirements will apply to the **Canada Community Housing Initiative and PT Priority Funding**:
  - a. As primary partners with a shared goal to improve housing outcomes across Canada, federal housing funding to provinces and territories is cost-matched by provinces and territories.
  - b. Cost-matching may include capital costs, affordability assistance, and in-kind contributions (e.g. land development cost waivers). Cost-matching may also include, up to a limit of 20% of the PT cost-matching, housing support services intended to ensure housing retention, greater self-reliance for individuals, and social inclusion.
  - c. Required provincial or territorial cost matching may come from provincial or territorial governments and/or municipalities and a maximum of 50%

- may come from other eligible sources such as regional Indigenous governments and organizations, national Indigenous organizations, the private sector, voluntary sector charities and individual donors, excluding funding from CMHC and other federal sources.
- d. PT investment in social and affordable housing that is outside of existing federal cost sharing requirements and contributes to the achievement of NHS outcomes and targets may be recognized as cost matching from April 1, 2018.
  - e. A PT investment cannot be used to meet multiple cost-matching requirements (i.e. no double counting).
  - f. If a PT is unable to cost match the investment, their share of funds could be reallocated or delivered federally.
  - g. Eligible, incurred administrative costs will be recognized as cost-matching, up to a maximum of 10%.
- The above principles and requirements apply to the **Canada Housing Benefit** with the following modifications:
    - Cost-matching will take the form of direct affordability assistance to households and/or individuals; and
    - Required provincial or territorial cost matching, must come from the PT and/or municipalities, excluding funding from CMHC and other federal sources.
  - **Targeted northern funding** to the territories does not require cost-matching.
- Accountability and Reporting*
- The following planning and reporting requirements will apply to the **Canada Community Housing Initiative, PT Priority Funding, the Canada Housing Benefit and targeted northern funding** for the territories:
- Action Plans**
- a. PTs will publish action plans every three years outlining how all funds allocated to PTs are being or will be used, including those for protection, repair and regeneration of social housing and urban native social housing; support for other PT housing priorities, including investment in housing repair and construction; the creation of a new Canada Housing Benefit; and targeted northern funding for the territories.
  - b. Action plans will take into consideration efforts to modernize social housing including steps towards achieving greater social inclusion, environmental and financial sustainability, and upgrading the condition of social housing assets. In addition, over the longer-term, action plans will consider how to integrate the Canada Housing Benefit and existing project-based supports as a means of supporting transformation of social housing.
  - c. Action plans will benefit from consultation with municipalities and other stakeholders and account for each jurisdiction's demographic, social and economic circumstances.
  - d. PT action plans will also set annual targets for outcomes and indicators

- over the three-year planning period.
- e. Additional indicators and targets associated with the Canada Housing benefit may be developed and negotiated through bilateral agreements.
  - f. PTs will provide progress reports to CMHC every six months on action plan items described above, which will form part of regular NHS assessments.
- Impacts of housing investments can take considerable time – especially in the North. PTs will report on NHS investments at mid-year and annually as data on projects becomes available, starting at the end of 2019/20 using the following indicators:
    - a. Number of households removed from housing need by project-based subsidy or affordability assistance to the household, categorized by housing type, including social housing.
    - b. Total dollars committed and spent according to type of housing intervention, specifically new construction, repair/renewal, and affordability assistance
    - c. Number of renewed housing units by housing type and categorized according to type of intervention, specifically repair, renewal/revitalization, as well as, where applicable, by targeted housing program.
    - d. Number of new housing units categorized by housing type, and where applicable, categorized by targeted housing program.
    - e. Number of households receiving Canada Housing Benefit that are no longer facing housing affordability challenges.
    - f. Number of new housing projects that achieve reductions in energy consumption and greenhouse gas emissions.
    - g. Number of large repair and renewal housing projects that achieve reductions in energy consumption and greenhouse gas emissions.
    - h. Number and percentage of new, repaired, renewed and revitalized housing units considered accessible in a building as per the local or national building code, and, where applicable, categorized by targeted housing program.
  - CMHC will report on NHS outcomes, at the project level (for new developments and large repair or renewal efforts of \$1M or more), as well as at provincial, territorial and national levels. The federal government will make public project-level information, while having regard to privacy considerations.
  - Employment and economic development will also be monitored, though targets will not be developed or measured against. PTs with housing projects with eligible costs valued at over \$10 million will report semi-annually where applicable on anticipated and actual job creation for targeted groups in planning and construction in work-hours, contracts awarded to small and medium-sized enterprises, and local training and workforce development.

- The NHS applies a gender and diversity lens to its programs to ensure that programs result in the best possible outcomes for Canadians and to ensure that Canadians are not adversely impacted on the basis of gender and other identity factors. As such, gender and diversity impacts will be monitored and reported on where possible, though targets will not be developed or measured against.
- In addition, the federal government, through data collected by federal surveys, will report on housing need, housing conditions and social, economic and environmental indicators at provincial, territorial and national levels. In these cases, provinces and territories will have advance notice of the results for their province or territory.
- Detailed reporting, information and data sharing agreements specific to each PT will be determined bilaterally.

#### *Funding*

- The following high-level descriptions are provided for each of the NHS funding categories covered under this framework. Specific funding allocations and other PT-specific details will be outlined in bilateral arrangements.

#### **Canada Community Housing Initiative**

- Predictable, long-term funding is provided to PTs to protect, regenerate and expand social housing through ongoing support to social housing providers delivering subsidized housing to low-income Canadians, including Urban Native Social Housing units.
- PTs have flexibility to use these funds to best suit the needs of their community housing<sup>3</sup> sector, including increasing supply, and determining which units to protect and/or regenerate, as well as the appropriate depth of funding for a particular unit, as long as funding principles are upheld (e.g. households are adequately supported through affordability assistance.) Moreover, funds must be invested within the community-based or public housing sectors.
- Projects must also align with the overarching NHS principles and contribute to NHS outcomes.
- PTs will also ensure no net loss of Urban Native Units and will improve the condition of the retained units through repairs and/or capital replacement. All units will have adequate affordability support.
- PTs will have flexibility to use funds gained through social housing efficiencies (e.g. additional operating dollars will be available as social housing projects become

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<sup>3</sup> The vision for community housing is the creation of housing (inclusive of non-profit, co-operative and public housing) that is guided by common principles outlined in the National Housing Strategy to ensure support for modern, efficient and effective systems that encourages social inclusion and is economically and socially sustainable.

more viable, either because mortgages are paid off or better management techniques are introduced, etc.) on other PT priorities related to housing affordability, repair and construction.

### **Support PT priorities**

- PT priority funding is available from 2019-20 until 2026-27 to support regional needs and priorities related to social and affordable housing repair, construction and affordability support.
- PT priority funds gradually taper off by 2027-28 in order to prioritize funding for the Canada Housing Benefit, which begins in 2020-21.
- To ensure achievement of best possible outcomes, the allocation between the Canada Housing Benefit and funding for PT priorities will be mutually reviewed every three years.

### **Canada Housing Benefit**

- PTs will have an opportunity to co-develop, cost-match and deliver a Canada Housing Benefit for implementation in 2020-21, based on PT context and circumstances and aligned with NHS principles. For example, the benefit will be delivered to households or individuals; it will be suitable to the household and aligned with the principles and goals of the NHS (e.g. to reduce severe housing need); and it will protect against inflationary impacts through measures such as being prioritized in community housing or becoming progressively portable over time.

### **Targeted Funding for the North**

- The territories will receive targeted funds to address their distinct needs. These funds are not cost-matched, but like all PT investments, they must align with the principles and other funding requirements, such as triennial action plans and reporting.



**CMHC – NEWFOUNDLAND AND LABRADOR**

**BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY**

**SCHEDULE G: FEDERAL NATIONAL HOUSING STRATEGY PROGRAMS  
NLHC ROLE IN CMHC ADMINISTERED NHS PROGRAMS**

1. This Schedule G applies to the following Federal National Housing Strategy (NHS) Programs administered by CMHC:

FEDERAL NHS PROGRAMS	
National Housing Co-Investment Fund	
Federal Lands Program	

2. For the purposes of cooperation and efficiency, CMHC and NLHC shall establish a Committee of senior officials with respect to NLHC's role in the Federal NHS Programs administered by CMHC.
3. The composition and mandate of the Committee shall be specified in terms of reference to be agreed to by CMHC and NLHC, but shall address the following, as applicable:
- a. Extent of NHLC's role in a Federal NHS Program.
  - b. Method of prioritization and scoring of applications in Newfoundland and Labrador.
  - c. Establishment of Sub-Committees as necessary, including as regards project selection.
  - d. Review, on an annual basis, the operating procedures of the Committee and any Sub-Committees, for the purpose of taking any necessary corrective action, either by amending procedures under the Committee's responsibility or by making recommendations to the Parties.
  - e. Such other matters that the Committee elects to address by mutual agreement.
  - f. Any role of municipalities or other persons or bodies.
4. The Committee shall decide how it will operate.
5. CMHC and NLHC will enter into arrangements for the sharing of applicant information to the extent necessary.

6. For greater certainty, the CMHC-Administered NHS Programs set out in 1 above have a separate funding allocation administered by CMHC outside of this Agreement and are subject to federally established National Housing Strategy Program guidelines, procedures and communications protocols.