

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

**AMENDED AND CONSOLIDATED ¹SCHEDULE B
NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION ("NLHC")-DELIVERED
INITIATIVES (CMHC-FUNDED)**

REVISED: MARCH 23, 2023

	INITIATIVE	OBJECTIVE
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>Proponent Type: 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 subparagraphs 7.2 and 7.3. of the Agreement.</p> <p>Proponent Type: May include governments, non-profits, co-operatives, Indigenous housing providers, and tenants, all as determined by NLHC.</p>

¹ For greater certainty, this amended and consolidated Schedule B constitutes a renewal of the Initiatives as contemplated in subparagraph 5.2 of the Agreement in respect of Fiscal Years 2022-2023 and replaces and supersedes the original schedule B from the Agreement dated April 1, 2018. In the event of any inconsistency with the original schedule B, this amended and consolidated Schedule B prevails.

3	Canada Housing Benefit	CMHC and NLHC, in accordance with the FPT Housing Partnership Framework and NHS Principles have implemented a co-developed and cost-shared Canada Housing Benefit. The terms and conditions applicable to the Canada Housing Benefit are set out in Schedule B.1.
---	------------------------	---

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:

Fiscal Year	NLHC-DELIVERED INITIATIVES (CMHC-FUNDED)	
	Newfoundland and Labrador Priorities	Canada Community Housing ²
2019-2020	\$7,171,600	\$2,783,000
2020-2021	\$4,598,100	\$7,735,900
2021-2022	\$3,889,600	\$8,242,600
2022-2023	\$3,869,700	\$8,939,600

- 3.2. CMHC Funding for Fiscal Years 2023-2024 to 2027-2028 is the maximum amount of \$ 88,080,800 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

² The notional amount of CMHC Funding for the Canada Community Housing Initiative by Fiscal Year, following the six years in the table set out in subsection 3.1 above is as follows: 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 subsection 3.2 above of this Schedule B and remains subject to subparagraph 5.2 of the Agreement and appropriations by Parliament.

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 later than March 31, 2045), 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 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 subsection 3.1 above, for the Fiscal Years ending March 31, 2020 and March 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. By March 31, 2024, the total Commitments of Cost-Matched Funding under this Schedule B.1 must at least be equal to the total of CMHC Funding paid pursuant to subsection 3.1 above, for the Fiscal Years ending March 31, 2020, 2021, 2022 and 2023.
 - (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) Newfoundland and Labrador 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, 2023 Commitments of Cost-Matched Funding may be made only from and after April 1, 2018 to not later than March 31, 2024.

- 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, 2024.
- 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, 2028 or, in the case of ongoing contributions, within twenty years following the date of Commitment but not later than March 31, 2044.
- 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**

**AMENDED AND CONSOLIDATED¹ SCHEDULE B: NEWFOUNDLAND AND LABRADOR
HOUSING CORPORATION (“NLHC”)
– DELIVERED INITIATIVES (CMHC-FUNDED)**

**ADDENDUM – SCHEDULE B.1: INITIATIVE 3 – CANADA - NEWFOUNDLAND AND LABRADOR
HOUSING BENEFIT
EFFECTIVE AS OF APRIL 1, 2020**

REVISED: MARCH 23, 2023

	INITIATIVE	OBJECTIVE
3	Canada – Newfoundland and Labrador Housing Benefit	<p>CMHC and NLHC have agreed, in accordance with the FPT Housing Partnership Framework and NHS Principles, to co-develop and cost-share the Canada - Newfoundland and Labrador Housing Benefit (“HB”) based on the federal HB themes set out in this Schedule B.1 and local housing affordability challenges as described in the Action Plan.</p> <p>Recognizing the regional needs and priorities within Newfoundland and Labrador, the HB will provide direct affordability support to households in Housing Need in order to eliminate or significantly reduce Housing Need in accordance with the agreed-to Targets and Outcomes.</p> <p>NLHC is responsible for delivering the HB and shall be implemented starting April 1, 2020.</p> <p>Proponent Type: The HB shall be paid directly to, or on behalf of, households in Housing Need as set out in the Action Plan.</p>

1. This Schedule B.1 sets out the terms and conditions applicable to the HB.
2. All provisions of the Agreement apply to the Initiative in section 1 of this Schedule B.1, except as otherwise stated in the Agreement. Having regard to the co-development of the HB with a view to addressing local housing affordability challenges in Newfoundland and Labrador, the

¹ For greater certainty, this amended and consolidated Addendum - Schedule B.1 under Schedule B constitutes a renewal of the above Initiative as contemplated in subparagraph 5.2 of the Agreement in respect of Fiscal Year 2022-2023 and replaces and supersedes the original Addendum - Schedule B.1 under Schedule B dated April 1, 2020. In the event of any inconsistency with the original Addendum - Schedule B.1 under Schedule B, this amended and consolidated Schedule B.1 prevails.

Parties agree that subparagraph 12.1 (Equality of Treatment) of the Agreement applies to the Initiative in section 1 of this Schedule B.1 provided that, with respect to any term(s) requested pursuant to subparagraph 12.1 of the Agreement, Newfoundland and Labrador will provide how another jurisdiction's elements will help the PT more effectively achieve their HB Targets and Outcomes. Schedule B to the Agreement does not apply to this Schedule B.1, except for section 6 (Payments of CMHC Funding and Information on Commitments) and section 7 (Disbursements). For greater clarity, subsection 5.5 of Schedule B to the Agreement applies to this Schedule B.1 as provided in subsection 8.1 of this Schedule B.1.

3. All references in the Agreement to the "Canada Housing Benefit" or "CHB" are deemed to be references to "Canada – Newfoundland and Labrador Housing Benefit" or "HB".

4. **HB CO-DEVELOPMENT & COOPERATION**

- 4.1. The Parties shall mutually agree to the co-development and Targets and Outcomes related to the HB. The Parties shall, in accordance with subparagraph 5.2 of the Agreement, regularly review the HB and course correct, if required, to realign priorities based on progress made to date. The terms and conditions of the mutually agreed-to HB, shall be reflected in the Action Plan, as well as any amendments to those terms and conditions.

5. **ACTION PLAN**

- 5.1. NLHC shall amend the Action Plan for Fiscal Year 2019/20 before April 1, 2020 to reflect the mutually agreed-to HB.

5.2. The Action Plan must demonstrate consideration and alignment with the following HB themes:

- A. **Prioritization:** The HB shall prioritize households in Housing Need in the following order:
 - i. Vulnerable households: NLHC will prioritize vulnerable populations to address local housing challenges. NHS vulnerable populations include women and children fleeing domestic violence, seniors, Indigenous peoples, people with disabilities, those dealing with mental health and addiction issues, homeless individuals and those at risk of homelessness, veterans, racialized communities, and young adults. NLHC may also include other local vulnerable groups, which will be specified in the Action Plan.
 - ii. Households in existing or new Community Housing: this includes households in greatest need living in Community Housing that are not currently receiving affordability support such as rent supplements or shelter allowances. The HB may support households in Housing Need: (i) living in Community Housing; (ii) living in new community housing built under other NHS and PT initiatives; or (iii) on community housing wait lists. Where there is no Community Housing or if Community Housing is

oversubscribed, the HB may support households in Housing Need living in the private rental market; and

- iii. Vulnerable Homeowners in Severe Housing Need: where Community Housing or affordable private rental market is limited or absent, the HB may support homeowners in Severe Housing Need provided that NLHC can demonstrate that the household is a vulnerable population in the Action Plan and subject to asset testing by Newfoundland and Labrador. Severe Housing Need means a household that is in Housing Need and that spends at least 50% of its before tax income on Housing (“Severe Housing Need”).

- B. **Direct Household Support**: The HB shall be paid directly to households in Housing Need or on their behalf with consent. For greater clarity, the HB will not be tied to Housing, a Project or Unit.
- C. **Portability**: The HB will be portable within Newfoundland and Labrador in order to provide greater flexibility and choice for HB Recipients to re-locate, subject to appropriate mitigations by Newfoundland and Labrador to reduce migration to markets with limited supply or inflation as specified in the Action Plan.

6. FINANCIAL PROVISIONS

6.1. Maximum CMHC Funding for the HB by relevant Fiscal Year is set out below:

Fiscal Year	CMHC Funding
2020-2021	\$0
2021-2022	\$334,131
2022-2023	\$4,239,300

6.2. CMHC Funding for the HB during the period from Fiscal Years 2023-2024 to 2027-2028 is the maximum amount of \$32,620,669 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. The notional amount of annual CMHC Funding for the following years are set out below:

Fiscal Year	CMHC Funding
2023-2024	\$4,506,700
2024-2025	\$5,403,269
2025-2026	\$6,754,400
2026-2027	\$7,493,600
2027-2028	\$8,462,700

- 6.3. CMHC Funding cannot be reallocated among Fiscal Years without prior CMHC approval. In addition, CMHC Funding cannot be reallocated among Initiatives.
- 6.4. For greater clarity and in accordance with subparagraph 7.4 of the Agreement, CMHC Funding and Cost-Matched Funding for HB will not replace or displace any level of provincial or municipal spending.
- 6.5. Payment of CMHC Funding remains subject to subparagraph 7.5 of the Agreement and the finalized Action Plan as set out in subsection 5.1 of this Schedule B.1.

7. COST-MATCHING

- 7.1. The requirements related to cost-matching set out in the Agreement apply to this Schedule and the HB, as more specifically set out below:

- (a) The Cost-matching requirements are as follows:

By March 31, 2022, the total Commitments of Cost-Matched Funding under this Schedule B.1 must at least be equal to the total of CMHC Funding paid pursuant to subsection 6.1 above, for the Fiscal Year ending March 31, 2021. By March 31, 2023, the total Commitments of Cost-Matched Funding under this Schedule B.1 must be at least equal to the total of CMHC Funding paid pursuant to subsection 6.1 above, for the Fiscal Years ending March 31, 2021 and 2022. By March 31, 2024, the total Commitments of Cost-Matched Funding under this Schedule B.1 must at least be equal to the total of CMHC Funding paid pursuant to subsection 6.1 above, for the Fiscal Years ending March 31, 2021, 2022 and 2023.

- (b) PT Funding and Municipal Funding combined that are committed and disbursed of the total Cost-Matched Funding required by subsection 7.1(a) above shall be dollar for dollar cost-matching. NLHC shall outline and describe the HB cost-matching in the Action Plan. Any NLHC program that is used to cost-match the HB shall demonstrate consideration of and alignment with the HB themes as set out in subsection 5.2 above. For greater certainty, cost-matching for the HB shall not include Funding from Other Sources, in-kind contributions, or the shelter component of a social assistance program.
- (c) NLHC will refund to CMHC any amounts of the CMHC Funding paid for HB that exceed the totals of subsection 7.1(a) and (b) of this Schedule B.1 for Commitments of Cost-Matched Funding for HB.

8. COMMITMENTS

- 8.1. All provisions of section 5 (Commitments) of Schedule B to the Agreement that apply in respect of Recipients apply to this Schedule B.1, except subsection 5.2.

8.2. Commitments of CMHC Funding may be made from and after April 1, 2020 to no later than March 31, 2023 Commitments of Cost-Matched Funding may be made only from and after April 1, 2018 to not later than March 31, 2024.

9. REPORTING

9.1. In accordance with paragraph 8 of the Agreement and Schedule C, NLHC shall reflect the HB in the Progress Report.

9.2. The following tables will also be completed with aggregated information on the HB, and reported twice annually as part of the Schedule C: Progress Report process:

Table 1: Affordability assistance provided to households through the HB

Affordability assistance provided to households through HB									
		TOTAL		Annual (in the year of the progress report)					
		Number of households assisted (from 2020-2021 to 2027-2028)	Average number of months of assistance	Number of households assisted	Average number of months of assistance	Average monthly amount of assistance (\$)	Average monthly housing cost (\$)	Average annual income (\$)	Average reduction in Housing Need (\$)
Number of households in Housing Need assisted	Renters								
Number of households in Severe Housing Need assisted	Renters								
	Homeowners								

Table 2: Number of households by Housing Type for which Housing Need has been addressed through HB by direct affordability assistance to the household

	Removed from Housing Need due to Affordability Support		
Housing Type	Canada- Newfoundland and Labrador Housing Benefit		
	Year Start	Mid-Year	Year End
Community Housing			
Private Rental			
Homeownership			

Table 3: Number of households provided with direct housing affordability assistance through HB by Targeted Housing Program

Targeted Housing Program (by Housing Type)	Canada- Newfoundland and Labrador Housing Benefit (# households)		
	Year Start	Mid-Year	Year End
Non-targeted			
Women and Children Fleeing Domestic Violence			
Seniors			
Indigenous peoples			
Homeless			
People with disabilities			
Mental health/addictions issues			
Veterans			
Young adults			
Racialized groups			
Newcomers/Refugees			
Other group(s) specified in the HB Program Design Summary (please list):			
Total			

Table 4: HB assistance for Recipients in current year

	Number of HB Recipients
HB Recipients who are receiving HB for the first time	
HB Recipients who continue to receive assistance (received HB last year, and this year)	
HB Recipients who received HB in a previous year (received HB in a year other than last year, and this year)	
Total HB Recipients this year	
HB Recipients who received HB last year but did not receive it this year	

- 9.3. CMHC and Newfoundland and Labrador will work together to assess the Canada-Newfoundland and Labrador Housing Benefit's impact on HB Recipients over the course of the HB, as well as to support research that covers the long-term impacts of the HB on households. NLHC and CMHC may work with a third party to ensure the privacy of household-level data is maintained. The results of this analysis will be available to both NLHC and CMHC.

10. COMMUNICATION WITH HB RECIPIENTS

- 10.1. In addition to the requirements in Schedule E, NLHC shall provide annual letters to HB Recipient, always recognizing the CMHC and Newfoundland and Labrador contribution in accordance subsection 2.4 of Schedule E.