CMHC - BRITISH COLUMBIA

AFFORDABLE HOUSING PROGRAM AGREEMENT

AGREEMENT made this 13th day of December, 2001,

| between | CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC") |
|---------|--|
| and | BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION ("BCHMC"): |

WHEREAS CMHC and BCHMC agree on the importance of increasing the supply of Affordable Housing;

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 ("CMHC Act") and the National Housing Act R.S.C. 1985, c. N-11 as amended ("NHA"), and is entering into this Agreement as such an agent;

AND WHEREAS BCHMC is an agent of Her Majesty in right of British Columbia pursuant to the Ministry of Lands, Parks and Housing Act, R.S.B.C. 1996, c. 307, as amended, and has the authority to enter into this Agreement pursuant to that Act, and is entering into this Agreement as such an agent.

NOW THEREFORE, CMHC and BCHMC hereby agree as follows:

1. INTERPRETATION

Definitions

1.1 In this Agreement, unless the context requires otherwise,

"Affordable Housing" means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, and is priced at or below average market housing rents or prices for comparable housing in a community or area; "Affordable Housing Program" or "Program" means a program in Schedule A;

"Capital Costs" means the costs to acquire, construct or renovate a fixed capital asset, including material, labour, land and soft costs;

"CMHC Funding" means the amount specified in paragraph 4.1, but subject to change in accordance with this agreement;

"Contributions by Others" means cash or in-kind eligible contributions from BCHMC, municipalities, the private sector, the voluntary sector, charities and individual donors used in accordance with a Program or Programs. It does not include contributions from any other Government of Canada sources.

"Effective Date" means January 1, 2001;

"Fiscal Year" means the twelve-month period ending on March 31;

"Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

"Program Management and Administration Costs" means the cost of performing tasks under this Agreement including costs for communications and agents used in the delivery of the Affordable Housing Programs;

"Project" means Affordable Housing proposed or approved for a Program under this Agreement;

"Remote" means communities and areas north of the Town of Williams Lake excluding larger urban centres;

"Unit" means a self-contained residential dwelling or as may be otherwise defined in Schedule A for particular Programs. 1.2 All Schedules to this Agreement form part of this Agreement. In case of inconsistency between a section or sections of this Agreement and a Schedule, the section or sections prevail.

2. OBJECTIVE AND SCOPE

- 2.1 The objective of the Parties is to increase the off-reserve supply of Affordable Housing in British Columbia by establishing and implementing Affordable Housing Programs under this Agreement.
- 2.2 CMHC Funding shall only be used for the Capital Costs of Housing within, and Management and Administration Costs for, Affordable Housing Programs in Schedule A.
- 2.3 BCHMC shall impose and enforce a requirement that the Housing under each Program be and remain Affordable Housing for not less than 10 years.
- 2.4 BCHMC may modify the key elements of Programs with the prior concurrence of CMHC.
- 2.5 BCHMC may add programs to or remove Programs from Schedule A with the prior concurrence of CMHC.

3. DELIVERY AND ADMINISTRATION OF PROGRAMS

- 3.1 BCHMC is responsible for setting additional criteria for the Programs, that are consistent with the key elements in Schedule A and the requirements of this Agreement.
- 3.2 BCHMC is responsible for Project commitment based on an identified need for Affordable Housing.
- 3.3 BCHMC is responsible for evaluating and approving or otherwise disposing of applications.

- 3.4 BCHMC shall require a contribution agreement for each approved Project which will specify the terms and conditions for its payment of CMHC Funding and any Contributions by Others for the Project.
- 3.5 BCHMC is responsible for verifying that each approved Project has been completed according to the terms of this Agreement prior to claiming final payment of CMHC Funding and Contributions by Others for the Project.
- 3.6 BCHMC shall monitor and ensure compliance with this Agreement after Project completion.

4. FINANCIAL PROVISIONS

- 4.1 CMHC Funding under this Agreement represents CMHC's contribution to the Programs in Schedule A. The maximum CMHC Funding under this Agreement is \$88,700,000. CMHC Funding by Program and by Fiscal Year is specified in Schedule B.
- 4.2. The overall average amount of CMHC Funding shall not exceed \$25,000 per Unit for Programs in Schedule A.
- 4.3. CMHC Funding may be reallocated among Programs in Schedule A and Fiscal Years with prior CMHC approval, but all CMHC Funding for Remote Programs in Part Two of Schedule B must be spent for those Programs in Remote communities and areas.
- 4.4. No more than 25% of the total CMHC Funding for Urban Programs in Part Two of Schedule B may be allocated to homeownership, lease-to-own or life-tenancy Projects.
- 4.5 Contributions by Others (Part three of Schedule B) may be reallocated among Programs by BCHMC who will inform CMHC of the changes.
- 4.6. Between the Effective Date and March 31, 2007, the actual cumulative total of Contributions by Others for all Programs shall be at least equal to the actual cumulative total of CMHC Funding.

- 4.7 For Contributions by Others the value of in-kind contributions will be the fair market value of the contributions. The value of ongoing contributions will be the present value of the projected annual contributions for a period of up to 10 years determined in a manner acceptable to CMHC. The value of ongoing contributions other than cash will be deemed as expensed and actually contributed to an approved Project on the date the contribution agreement for the Project is executed.
- 4.8 Not later than seven months after the end of each of the 2002/2003, 2003/2004 and 2004/2005 Fiscal Years, BCHMC shall provide CMHC with a summary of commitments of CMHC Funding for that Fiscal Year as of six months after the end of that Fiscal Year. CMHC may cancel any CMHC Funding for that Fiscal Year which has not been so committed in accordance with Schedule B.
- 4.9 For the 2005/2006 Fiscal Year, BCHMC shall provide CMHC with a summary of commitments of CMHC Funding to March 31, 2006 not later than April 30, 2006. CMHC may cancel any CMHC Funding which has not been committed in accordance with Schedule B by March 31, 2006.

5. PAYMENT PROCEDURES

- 5.1 CMHC shall make periodic payments of CMHC Funding to BCHMC based on progress claims submitted by BCHMC in a form acceptable to CMHC and according to a mutually agreed-upon time frame. The claims will be for Capital Costs and Program Management and Administration Costs incurred.
- 5.2 BCHMC shall not claim payment of CMHC Funding to the extent that the total cumulative payments of CMHC Funding would exceed the total cumulative Contributions by Others actually contributed or deemed to be expensed and actually contributed pursuant to paragraph 4.7.
- 5.3 CMHC Funding payments to BCHMC will be adjusted annually based on the audited Annual Statement of Expenditures referred to in Schedule C of this Agreement.
- 5.4 No claim will be paid by CMHC unless it is received not later than 90 days after the end of the Fiscal Year in which its costs were incurred, but in any event not later than March 31, 2007.

6. ACCOUNTABILITY FRAMEWORK

- 6.1 CMHC and BCHMC agree that governments must be accountable to their constituents for the use of public funds through an open and transparent process which identifies expected results, measures performance, reports results to the public and provides for follow-up. The Parties therefore agree to implement the Affordable Housing Program Accountability Framework in Schedule C.
- 6.2 BCHMC shall on reasonable grounds and reasonable notice give CMHC access to its documents, books, records and accounts to verify compliance with this Agreement.

7. COMMUNICATIONS PROTOCOL

- 7.1 CMHC and BCHMC agree on the need for open, transparent, effective and pro-active communications with citizens through ongoing public information activities that recognize the contributions of each Party, based on the protocol in Schedule D. This includes all activities covered by this Agreement and including joint recognition for any and all Housing funded through any CMHC Funding and Contributions by Others for programs in Schedule A representing the amounts in Parts Two and Three of Schedule B.
- 7.2 There shall be a Joint Committee to administer the Communications Protocol in Schedule D.
- 7.3 In areas of significant demand, BCHMC agrees to provide all information and services pertaining to the Affordable Housing Programs in both French and English. BCHMC 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". BCHMC will consult with representatives of local minority language groups.

8. GENERAL

- 8.1 CMHC Funding is subject to the necessary appropriations from Parliament. CMHC has no liability in case of no or insufficient appropriations for CMHC Funding or for CMHC undertakings in the aggregate.
- 8.2 This Agreement may be amended by written agreement of CMHC and BCHMC.

- 8.4 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other. In particular, CMHC is not a party to any Program or Project agreements, and is in no way whatsoever accountable for any environmental or pollution matters. In this regard, BCHMC agrees to indemnify CMHC and save it harmless from all losses, costs, damages, expenses, injury and liability whatsoever which CMHC may suffer as a result of claims of any sort whenever made relating to the Programs or any property involved thereunder, including any such environmental or pollution claims.
- 8.5 Neither Party may assign this Agreement without the consent of the other, such consent not to be unreasonably withheld.

9. CONTACTS

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

CMHC at: Canada Mortgage and Housing Corporation Attention: Vice-President, Policy and Programs 700 Montreal Road Ottawa, Ontario K1A OP7 Fax: (613) 748-4793 BCHMC at: British Columbia Housing Management Commission Attention: Chief Executive Officer 4555 Kingsway, Suite 601 Burnaby, BC V5H 4V8 Fax: (604) 433-3295

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

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

CANADA MORTGAGE AND HOUSING CORPORATION

"Alfonso Gagliano"

"Jean-Claude Villiard"

per___

Jean-Claude Villiard, President

The Honourable Alfonso Gagliano Minister of Public Works and Government Services Minister for Canada Mortgage and Housing Corporation and the National Housing Act

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION

"George Abbott"

"Shayne Ramsay"

Honourable George Abbott, Minister of Community, Aboriginal and Women's Services Minister responsible for British Columbia Housing Management Commission per_____ Shayne Ramsay Chief Executive Officer

SCHEDULE A KEY PROGRAM ELEMENTS MODEL FORMAT AND CONTENT

Program Number and Name Date of Addition or Last Revision:

| | KEY ELEMENTS | | | | | | | |
|----|---|--|--|--|--|--|--|--|
| 1) | PROGRAM OBJECTIVE | Describe client groups, housing forms and tenure in respect to the objective in paragraph 2.1 of this Agreement. | | | | | | |
| 2) | DEFINITION OF HOUSING AFFORDABILITY | Define what "Housing Affordability" means in the context of the paragraph 1.1 of this Agreement. | | | | | | |
| 3) | GEOGRAPHIC AREA | Indicate if the program applies to urban or remote areas, or both. If both, provide here or in Schedule B a breakdown in \$ terms of CMHC Funding that will go to urban and remote areas, respectively. | | | | | | |
| 4) | USE OF CMHC FUNDING | | | | | | | |
| o | Eligibility | v Describe how eligibility for CMHC Funding will be determined in terms of, for example, eligible applicants, housing forms, housing tenure and clientele. | | | | | | |
| o | Level of Assistance | v Describe the formula for calculating the CMHC Funding to be provided to aProject. | | | | | | |
| o | Maximum CMHC Assistance | Indicate the maximum level of CMHC Funding per Affordable Housing Unit. Redefine "Unit" relative to paragraph 1.1 if required (e.g. conversion of beds to a "Unit"). | | | | | | |
| 5) | CONTRIBUTIONS BY OTHERS | Indicate any mandatory contributions from the province/territory or others for a Project (i.e. as a conventional cost-shared program). | | | | | | |
| 6) | AFFORDABILITY ASSURANCE | Method of ensuring that housing Units in receipt of CMHC Funding will remain affordable for at least ten years. | | | | | | |
| 7) | MODESTY ASSURANCE | Describe how the program will ensure Units produced are modest in terms of floor area and amenities. | | | | | | |

SCHEDULE A - KEY PROGRAM ELEMENTS (continued)

Program Number and Name: A1 - <u>HOMES BC</u> Date of Last Revision:

| | KEY ELEMENTS | | | | | | | |
|----|---|---|--|--|--|--|--|--|
| 1) | PROGRAM OBJECTIVE | To increase the supply of non-profit rental and co-operative housing for low-income families, seniors, singles and households with special needs. | | | | | | |
| 2) | DEFINITION OF HOUSING AFFORDABILITY | Core Need Income Thresholds for rent-geared to income tenants; the income for market rent tenants may not exceed 5 times their rent. Market rents are set at 90% of average market rents for the area. | | | | | | |
| 3) | GEOGRAPHIC AREA | Available on proposal call basis in all parts of the province. | | | | | | |
| 4) | USE OF CMHC FUNDING | | | | | | | |
| ٥ | Eligibility | v Units occupied after the Effective Date. | | | | | | |
| o | Level of Assistance | v Sufficient to reduce rents to levels indicated above in "Definition of Housing Affordability". | | | | | | |
| 0 | Maximum CMHC Assistance | v Average of \$25,000 per Unit for all Schedule A Programs combined. | | | | | | |
| 5) | CONTRIBUTIONS BY OTHERS | BCHMC will provide annual subsidies to reduce rents to rent-geared-to-income levels for 35 years. Contributions by Others would include land at below market prices, waiving of municipal fees, reduced property taxes, equity or land value from non-profits, donations and in-kind contributions. | | | | | | |
| 6) | AFFORDABILITY ASSURANCE | Long-term operating agreements between BCHMC and Project sponsors restrict use to social housing for 60 years. | | | | | | |
| 7) | MODESTY ASSURANCE | Homes BC Non-Profit Design and Construction Standards require modest Unit sizes and modest amenities. | | | | | | |

SCHEDULE A - KEY PROGRAM ELEMENTS (continued)

Program Number and Name: A2 - <u>SENIORS SUPPORTIVE AND ASSISTED LIVING</u> <u>PROGRAM (SSALP)</u>

Date of Last Revision:

| | KEY ELEMENTS | | | | | | | |
|----|---|--|--|--|--|--|--|--|
| 1) | PROGRAM OBJECTIVE | To increase the supply of supportive and assisted rental housing for seniors. | | | | | | |
| 2) | DEFINITION OF HOUSING AFFORDABILITY | Average market rent for area. | | | | | | |
| 3) | GEOGRAPHIC AREA | Available on proposal call basis in all parts of the province. | | | | | | |
| 4) | USE OF CMHC FUNDING | | | | | | | |
| o | Eligibility | v Supportive and assisted living dwellings renting for the average rent in an area. | | | | | | |
| o | Level of Assistance | v Sufficient to cover the difference between economic and average market rent. | | | | | | |
| o | Maximum CMHC Assistance | v Average of \$25,000 per Unit for all Schedule A Programs combined. | | | | | | |
| 5) | CONTRIBUTIONS BY OTHERS | BCHMC will provide annual subsidies to reduce rents to average levels for up to 35 years. Contributions by Others would include land at below market prices, waiving of municipal fees, reduced property taxes, equity or land value from non-profits, donations and in-kind contributions. Support services would be paid by the Health Board. | | | | | | |
| 6) | AFFORDABILITY ASSURANCE | Long-term operating agreements between BCHMC and Project sponsors restrict use to social housing. | | | | | | |
| 7) | MODESTY ASSURANCE | Homes BC Non-Profit Design and Construction Standards require modest Unit sizes and modest Project amenities. | | | | | | |

SCHEDULE B CMHC FUNDING ALLOCATIONS AND EXPENDITURES, AND CONTRIBUTIONS BY OTHERS

Part One - CMHC Funding Allocations

| | CMHC Funding (millions of dollars) 2002/03 2003/04 2004/05 2005/06 Total | | | | | | |
|------------------|--|---------|---------|--------|---------|--|--|
| | | | | | | | |
| Total Allocation | \$26.20 | \$24.00 | \$30.00 | \$8.50 | \$88.70 | | |

Part Two - Planned CMHC Funding Expenditures

| Program | CMHC Funding (millions of dollars) | | | | | | |
|-----------------|------------------------------------|---------|---------|---------|---------|---------|--|
| | 2002/03 | 2003/04 | 2004/05 | 2005/06 | 2006/07 | Total | |
| Urban Programs | | | | | | | |
| Homes BC | \$22.55 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$22.55 | |
| SSALP | \$0.00 | \$22.50 | \$27.50 | \$6.90 | \$0.00 | \$56.90 | |
| Subtotal Urban | \$22.55 | \$22.50 | \$27.50 | \$6.90 | \$0.00 | \$79.45 | |
| Remote Programs | | | | | | | |
| Homes BC | \$3.65 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3.65 | |
| SSALP | \$0.00 | \$1.50 | \$2.50 | \$1.60 | \$0.00 | \$5.60 | |
| Subtotal Remote | \$3.65 | \$1.50 | \$2.50 | \$1.60 | \$0.00 | \$9.25 | |
| Total | \$26.20 | \$24.00 | \$30.00 | \$8.50 | \$0.00 | \$88.70 | |

SCHEDULE B (continued)

Part Three - Planned Contributions by Others

| Program | Amount of Expenditure | Contributing Party | Nature of Contribution* |
|---------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Cost-Shared Programs** | | | |
| Homes BC | \$66.20 | Province of B.C., Municipalities | PV of 10 years of rent subsidies |
| | | Housing Sponsors, Health Regions | Land, cash and fee discounts. |
| SSALP | \$81.80 | Province of B.C., Municipalities | PV of 10 years of rent subsidies |
| | | Housing Sponsors, Health Regions | Land, cash and fee discounts. |
| Total | \$148.00 | | |

* May include cash, appraised value of land, present value of 10 year stream of payments (e.g. rent supplement subsidies).

** Cost-Shared Programs involve CMHC Funding and Contributions by Others for an Affordable Housing Program in Schedule A.

SCHEDULE C ACCOUNTABILITY FRAMEWORK

C.1 Audit

- C.1.1. BCHMC will prepare an Annual Statement of Expenditures in the format set out in Schedule C.1.
- C.1.2 The Annual Statement of Expenditures must be audited by an auditor licensed to practice in British Columbia.
- C1.3 The audit is to be conducted in accordance with generally-accepted auditing standards and may rely on the audit work of other professionals.
- C.1.4 The auditor is to provide an opinion as to whether or not the Annual Statement of Expenditures presents the data fairly and whether or not BCHMC has complied with the terms of the Affordable Housing Program Agreement.
- C.1.5 The auditor is to provide details on any irregularities and non-compliance and state or estimate (when it cannot be stated) the dollar amounts involved.
- C.1.6 BCHMC will provide the Annual Statement of Expenditures and auditor's opinion to CMHC within six months after the end of the fiscal year.
- C.1.7 BCHMC will correct any deficiencies noted by the auditor within a reasonable period of time.
- C.1.8 CMHC Funding may be withheld if the deficiencies are not corrected within a reasonable period of time.
- C.1.9 BCHMC shall refund to CMHC any CMHC Funding which has not be expended for Affordable Housing in accordance with Sections 2 and 5 of this Agreement.
- C.1.10CMHC is not responsible for the cost of the audit.

C.2 Reporting

- C.2.1 BCHMC will provide CMHC with an Annual Performance Report in the format set out in Schedule C.2 for Projects completed during the Fiscal Year. If there is any inconsistency with the Annual Statement of Expenditures BCHMC will provide a reconciliation.
- C.2.2 BCHMC will also provide CMHC with a list of projects completed during the Fiscal Year in the format set out in Schedule C.3.

C.3 Program Evaluation

- C.3.1 CMHC will lead a Canada-wide evaluation of the Affordable Housing Program in 2006 and BCHMC will be invited to participate in the design and conduct of the evaluation.
- C.3.2 BCHMC will provide financial and client information for the programs in Schedule A in support of the evaluation. BCHMC is not responsible for the cost of the evaluation, but may choose to participate in supplemental surveys or studies.

SCHEDULE C.1 ANNUAL STATEMENT OF EXPENDITURES - AFFORDABLE HOUSING PROGRAM for the Year ended March 31,_____ (thousands of dollars)

| Expenditure Item | 200X |
|---|------|
| CMHC Funding | |
| | |
| Homes BC | |
| SSALP | |
| Total Subsidies | |
| Delivery and Administration Fees | |
| Agent Fees | |
| Communications | |
| Total Administration | |
| CMHC Funding Used (note 1) | |
| CMHC Funding Received (note 2) | |
| Amount Payable to CMHC | |
| Total CMHC Funding for Remote Areas | |
| Total CMHC Funding for Urban Home Ownership, | |
| Lease to Purchase and Life-lease projects. | |
| Contributions by Others | |
| (note 3) | |
| Cost-Shared Programs | |
| Homes BC | |
| SSALP | |
| Total Other Funding Used | |
| Total Contributions by Others in Remote Areas | |
| Amount Refundable to CMHC (note 4) | |
| Net Amount Due to | |
| Total Funding Used (CMHC Funding and | |
| Contributions by Others) | |
| | |

Notes on Schedule C.1:

- Note 1 Total CMHC Funding used based on the accrual method of accounting.
- Note 2 Total CMHC Funding received including accounts receivable at year end.
- Note 3 Contributions by Others through in cost-shared programs in Schedule A.
- Note 4 If CMHC Funding used exceeds Total Other Funding used.

SCHEDULE C.2 ANNUAL PROGRAM PERFORMANCE REPORT AFFORDABLE HOUSING PROGRAM

| | npleted betwe | en April 1, | and March 31, | | | | | | |
|------------|---------------|----------------|--|--|--------|----------|--------------|------------------------------|-------------------------------|
| Program | | | | ent or Price te 2) | | Number o | f Units by T | ype of Cliente | e |
| | Supply | Renova tion | Average Rent of Unit Created or Renovated | Average Price of Home Created or Renovated | Family | Senior | Single | Person with Disability | Non- Specific Clientele |
| Schedule A | | | | | | | | | |
| Programs | | | | | | | | | |
| (note 3) | | | | | | | | | |
| Homes BC | | | | | | | | | |
| SSALP | | | | | | | | | |
| Total All | | | | | | | | | |
| Programs | | | | | | | | | |

Notes on Schedule C.2:

Note 1 - Number of new Units completed through new construction or acquisition (supply assistance) or major renovation (renovation assistance).

Note 2 - Average rent or price for a new Housing Unit completed. Note 3 - CMHC Funding in Part Two of Schedule B and Contributions by Others in cost-shared programs in Part Three of Schedule B.

| | SCHEDULE C.3 SUMMARY OF PROJECT COMPLETIONS | | | | | | | | | | |
|------------------------|---|--|--|--|--|--|--|--|--|--|--|
| | For the Projects* Completed Between April 1,and March 31, | | | | | | | | | | |
| Commit- ment Key | ment Recipient(2) Affordable (4) Funding(\$) Contributions by | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

*single homeowner units may be grouped together by municipality for the purpose of this report

Notes on Schedule C.3:

- 1. Name of municipality or community and indicate whether remote or urban.
- 2. Name of developer/owner.
- 3. Program under which CMHC Funding was provided.
- 4. Units created, repaired or converted.
- 5. If purpose built for seniors, families, singles. N/A if just for general use.
- 6. Total CMHC Funding provided for Project.
- 7. Total Value of Contributions by Others for Project

SCHEDULE D COMMUNICATIONS PROTOCOL AFFORDABLE HOUSING PROGRAM

D.1 GENERAL

- D.1.1 CMHC and BCHMC agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and pro-active communications with citizens through appropriate, continuous and consistent public information activities that recognize the contributions of the Parties and the Applicant. This protocol applies to joint communications on Projects receiving CMHC Funding or Contributions by Others.
- D.1.2 All public information material in relation to this Agreement shall be prepared jointly and shall equitably reflect the contributions of the Parties.

D.2 JOINT COMMITTEE

- D. 2.1 The Joint Committee is a forum for sharing information on Affordable Housing Program Projects, planning and approving communications plans, materials and activities, but may elect to address other Program issues by mutual agreement.
- D.2.2 The Joint Committee will continue to exist and operate for as long as is necessary to meet the requirements of this Agreement.
- D.2.3 The Joint Committee will consist of two members appointed by the CMHC Minister and two members appointed by the BCHMC Minister.
- D. 2.4 The Joint Committee members will be headed by two Co-chairs. The CMHC Minister will appoint one of his two members as the CMHC Co-Chair and the BCHMC Minister will appoint one of his two members as the BCHMC Co-Chair.
- D.2.5 The Joint Committee will meet at least twice each year.
- D.2.6 The Joint Committee shall approve an annual communications plan and budget.

D.3 COMMUNICATING WITH APPLICANTS

- D.3.1 The BCHMC Co-Chair will provide the CMHC Co-Chair with information on each Project application which has been approved by BCHMC five business days before any communication of the approval to the applicant.
- D.3.2 Project approval notifications in a form acceptable to both parties shall be signed by the BCHMC Co-chair and will identify the CMHC – BCHMC Affordable Housing Program as a source of funding.
- D.3.3 All public information material related to calls for tendering shall clearly and prominently indicate that the Project is funded pursuant to this Agreement.

D.4 COMMUNICATING WITH THE PUBLIC

Public Information Products

D.4.1 The Parties may develop information kits, brochures, public reports, and web site material to inform potential applicants and the public about the Affordable Housing Program.

News Releases

D.4.2 A joint news release shall be issued when an agreement is signed. Unless the Parties decide otherwise, there shall be a joint news release for each Project or group of Projects, in which each Party will have equal importance. A news release may include quotations from a federal or British Columbia elected official or an applicant. The Parties must agree on these quotations.

Press conferences, public announcements and other joint events

- D.4.3 The Parties shall co-operate in organizing press conferences, announcements or official ceremonies. The Parties should also agree on the messages and public statements at such events. The Parties may agree that special ceremonies and events be held at an appropriate location and time. No public announcement for a project under this Agreement shall be made by either Party or by an applicant unless the other Party has been informed of it at least seven days in advance.
- D.4.4 Either Party may organize a joint press conference. The requester shall give the other Party notice of at least seven days of such a press conference, public

announcement or joint event. The federal and British Columbia Ministers, or the designated representative for each Party, may participate in these press conferences, which shall be held on a date and at a location that are agreed upon.

- D.4.5 The signing of this Agreement shall be the subject of an official ceremony.
- D.4.6 The Parties shall work together to organize such announcements or official ceremonies, and shall follow a mutually agreed-upon order of precedence. The Parties should jointly agree on the messages and public statements at such events.

<u>Signage</u>

- D.4.7 Where applicable, the Joint Committee shall ensure that the Applicant provides and installs temporary signage at a prominent location where there is visible activity related to an approved Project. The said signage shall indicate that it is a CMHC - BCHMC Affordable Housing Program Project, bear a message approved by the Joint Committee, and remain in place throughout the construction period.
- D.4.8 Design, wording and specifications of joint signs shall reflect the participation of CMHC and BCHMC, and must be approved by both Parties. Signs shall have appropriate space indicating participation by the applicant, if requested.
- D.4.9 The Parties shall issue specifications for signs and time frames for their installation. Temporary signs must be removed within 90 days of Project completion.
- D.4.10 CMHC and BCHMC may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be in accordance with this Schedule and must be approved by both Parties.

<u>Advertising</u>

D.4.11 Either Party may organise an advertising or public information campaign related to the Affordable Housing Program. However, it must inform the other Party of the contents of the campaign's messages at least 30 days before it is launched.

Payments [Variable]

D.4.12 Payments to approved applicants under the Affordable Housing Program wil identify the Government of Canada as a source of funding.

D.5 COST SHARING

- D.5.1 Unless otherwise agreed by the Joint Committee, CMHC and BCHMC will determine equitable cost-sharing arrangements for the costs associated with the development and delivery of communications products and activities in the approved communications plan and budget. This would apply to literature, media distribution, organization of joint special events, as established by both parties.
- D.5.2 Costs associated with any public announcement and official ceremony shall be eligible costs. Other costs incurred by the Parties to organize such events would be borne by the Parties using an equitable cost-sharing formula.
- D.5.3 Costs associated with any temporary or permanent signage incurred shall be eligible costs. If such costs are incurred by the Parties they would be borne by the Parties using an equitable cost-sharing formula.