HOUSING ACCELERATOR FUND CONTRIBUTION AGREEMENT

THIS AGREEMENT is made between CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC") and The City of Calgary ("Recipient") (collectively the "Parties" and individually a "Party") with respect to the geographic and local area known as The City of Calgary (the "Community").

WHEREAS:

- A. Canada faces a severe shortage of homes reducing the availability and affordability of housing.
- B. To address the housing shortage, among other measures, the Government of Canada introduced a housing accelerator fund ("HAF") in the 2022 federal budget that is intended to create more supply of housing at an accelerated pace and enhance certainty in the approvals and building process.
- **C.** CMHC is delivering HAF on behalf of the Government of Canada.
- D. CMHC is an agent of His 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.
- E. The Recipient has applied to receive funding under HAF and, in support of its application, has submitted a proposed action plan that sets out the action items, initiatives and targets that the Recipient will undertake and/or achieve to remove systemic barriers to housing supply and boost supply in the Community.
- F. CMHC has approved the Recipient's application, including the proposed action plan, on the condition, *inter alia*, that the Recipient enters into this Agreement with CMHC.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1 Definitions

In this Agreement, including in the Schedules hereto, the following terms shall have the following meanings:

- (i) "Additional Targets" means the additional targets for housing types listed in Section B(ii) of the Approved Action Plan.
- (ii) "Applicable Laws" means, with respect to any person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction.
- (iii) **"Business Day"** means any day other than a Saturday, a Sunday, or a statutory, civic or bank holiday in the Province of Ontario and/or in the province or territory where the Community is located.
- (iv) "Capital Project" means a project of a capital nature funded or partially funded by HAF Funding.
- (v) "Effective Date" means the date the Recipient executes this Agreement.

- (vi) "Housing Needs Assessment Report" means a report informed by data and in-depth research that describes the current and future housing needs of the Community.
- (vii) **"Housing Supply Growth Target**" means the total number of projected net new housing units set out in Section B(i) of the Approved Action Plan.

1.2 <u>Schedules</u>

The following schedules are attached to, and form part of this Agreement as well as such other schedules as may be added with the Parties' approval (each, a "Schedule"):

Schedule A	Approved Action Plan
Schedule B	HAF Funding

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

2. <u>Term of the Agreement</u>

This Agreement will be effective for the period commencing on the Effective Date and ending on the fourth anniversary of the Effective Date (the "Term"), provided that the expiry of the Term will not relieve the Recipient from completing any obligations under this Agreement, which remain outstanding as of the fourth anniversary of the Effective Date, including but not limited to, any reporting obligations.

3. Approved Action Plan and Commitments

3.1 The Parties agree that the Recipient has submitted a proposed action plan that has been approved by CMHC, and the relevant provisions of the approved action plan are included in Schedule A (the "Approved Action Plan").

3.2 Section A of the Approved Action Plan sets out the various initiatives and action items that the Recipient has committed to undertake and complete (together, the "Initiatives").

3.3 Section B of the Approved Action Plan sets out the Housing Supply Growth Target and the Additional Targets that the Recipient has committed to achieve.

3.4 The completion of the Initiatives, the achievement of the Housing Supply Growth Target and the Additional Targets, and the submission of a Housing Needs Assessment Report are collectively referred to in this Agreement as the "Commitments".

3.5 The Recipient will undertake and complete the Initiatives and the Housing Needs Assessment Report, as applicable, by no later than the second anniversary of the Effective Date, or within the timelines set out in the Approved Action Plan under Schedule A, or as otherwise permitted by CMHC.

3.6 The Recipient will achieve the Housing Supply Growth Target and the Additional Targets by no later than the third anniversary of the Effective Date or as otherwise permitted by CMHC, as outlined in the prescribed reporting forms to be provided to the Recipient by CMHC (the "**Prescribed Reporting Forms**").

3.7 The Recipient agrees to undertake and complete the Commitments subject to the terms and conditions of this Agreement.

3.8 The approval of the Approved Action Plan by CMHC does not relieve the Recipient from performing its own due diligence to ensure that it has the necessary authority to undertake the Commitments.

3.9 The Recipient is solely responsible for obtaining any approvals which may be required to implement the Commitments in the timeline necessary to meet the deadlines for completion, as set out in this Section 3.

4. Conditions to HAF Funding

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4.1 Subject to the satisfaction of the following conditions by the Recipient, which conditions apply to each advance, CMHC agrees to advance HAF funding to the Recipient in the amount and pursuant to the advance schedule set out in Schedule B ("HAF Funding"):

- (i) The Recipient is in compliance with the terms and conditions of this Agreement;
- (ii) The Recipient has delivered all reporting required up to the date of the advance and CMHC, acting reasonably, is satisfied therewith;
- (iii) CMHC, acting reasonably, is satisfied with the Recipient's progress on the implementation and achievement of the Commitments; and
- (iv) As a condition of the fourth advance only, the Recipient has achieved the Housing Supply Growth Target and the Additional Targets.

4.2 The Recipient acknowledges that payment of an advance by CMHC is not a determination by CMHC that the Recipient has complied with the foregoing conditions of funding for that advance. CMHC may reduce or withhold future advances where it is determined that the Recipient was not in compliance with the conditions of funding at the time of an advance.

5. Use of HAF Funding

5.1 The Recipient may use HAF Funding for any of the following purposes (each of which is a "Permitted Use").

 Investments in HAF action plans: any initiative included in the Approved Action Plan Investments in affordable housing: construction of affordable housing repair or modernization of affordable housing land or building acquisition for affordable housing Investments in housing-related infrastructure: drinking water infrastructure that supports housing 	 community energy systems that support housing disaster mitigation that supports housing brownfield redevelopment that supports housing broadband and connectivity that supports housing capacity building that supports housing site preparation for housing developments <i>Investments in community-related infrastructure</i> <i>that supports housing:</i> local roads and bridges that supports housing
 wastewater infrastructure that supports	 housing sidewalks, lighting, bicycle lanes that
housing solid waste management that supports	supports housing firehalls that support housing landscaping and green space that supports
housing public transit that supports housing	housing

5.2 The Recipient agrees that it will not use any portion of HAF Funding for any purpose, including any Capital Project, which is not a Permitted Use and that the Recipient will promptly return any portion of HAF Funding used for a purpose which is not a Permitted Use.

5.3 The Recipient acknowledges and agrees that it must spend HAF Funding prior to the fourth anniversary of the Effective Date and that, at CMHC's request, it will promptly return any portion of HAF Funding that it has not spent by the fourth anniversary of the Effective Date to CMHC.

5.4 The Recipient will report on its use of HAF Funding in accordance with the reporting requirements set out in Section 6.1

5.5 If the Recipient proposes to use HAF Funding for an Initiative or a Capital Project, which constitutes a *project* that is to be carried out, in whole or in part, on *federal lands* (as such terms are defined in the *Impact Assessment Act*), then the Recipient agrees that it will notify CMHC in writing of such proposed use and will not use the HAF Funding for such purpose until it has received confirmation from CMHC that the requirements of the *Impact Assessment Act* have been met.

6. <u>Reporting</u>

- 6.1 The Recipient will report to CMHC in the following intervals using the Prescribed Reporting Forms:
 - (i) no later than 6 months following the Effective Date: submission of a signed attestation;
 - (ii) prior to each subsequent advance and within 30 days following the first, second and third anniversary of the Effective Date, respectively: submission of a signed attestation, a progress report on each of the Commitments, a report on the permit data and a report on the use of HAF Funding; and
 - (iii) within 90 days following the fourth anniversary of the Effective Date: submission of a report on the use of HAF Funding,

and all such reports will be submitted through an electronic upload into the portal established by CMHC or such other delivery method required by CMHC from time to time.

- 6.2 The Recipient acknowledges and agrees that:
 - (i) CMHC may, in its sole discretion and acting reasonably, change the deadline for the submission of the reports, with prior written notice;
 - (ii) CMHC may, in its sole discretion and acting reasonably, request additional reports from those listed in Section 6.1; and
 - (iii) once submitted to CMHC, the Recipient will make the reports listed in Section 6.1 public in an open, transparent, effective and timely manner through means deemed appropriate by the Recipient, acting reasonably. For greater certainty, the Recipient must make each report public within one year from the date of submission to CMHC.

6.3 In addition to the reporting listed in Section 6.1, the Recipient will update CMHC, no less frequently than twice per year, with any new material information known to the Recipient regarding any previously disclosed Capital Project or any new Capital Project.

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7. CMHC's Rights

7.1 If the Recipient is not able to satisfy the conditions for an advance set out in Section 4.1, then CMHC may, in its sole discretion, withhold HAF Funding or reduce HAF Funding.

7.2 The Recipient's eligibility for HAF Funding does not constitute an assurance that it will be approved for other forms of CMHC funding or other federal assistance.

7.3 HAF Funding may be combined with financial support from other CMHC or federal programs unless restricted in such other programs.

7.4 HAF Funding will not be considered as local or provincial/territorial cost-matching under the existing CMHC-Provincial/Territorial Bilateral Agreements, if applicable.

7.5 If the Recipient (or a representative thereof) commits fraud, misconduct, criminal acts, gross negligence, misrepresentation or willful misconduct in respect of any matter related to this Agreement, then CMHC may immediately terminate this Agreement and may exercise any other rights and remedies it has by operation of law or equity.

7.6 If the Recipient (or a representative thereof) does not comply with the terms and conditions of this Agreement and does not remedy such non-compliance within the timeframe requested by CMHC, acting reasonably, then CMHC may immediately terminate this Agreement and may exercise any other rights and remedies it has by operation of law or equity.

7.7 CMHC and any of its officers, employees and agents, each acting reasonably, shall have the right to request any information relating to the Recipient's compliance with this Agreement during the Term and for a period of two years following the expiry of the Term.

8. <u>Recipient's Representations and Warranties</u>

The Recipient represents and warrants to CMHC, as of the Effective Date, that:

- (i) all information provided to CMHC in the Approved Action Plan, application and any supporting documentation is true and correct;
- (ii) it has the requisite power, authority and capacity to execute, deliver and perform its obligations under this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the Recipient; and
- (iii) it has obtained all necessary approvals and other actions whatsoever required as of the Effective Date in connection with the execution and delivery of this Agreement except for any approvals required to implement any Commitments which the Recipient has yet to obtain.

The Recipient acknowledges that CMHC is relying on such representations and warranties without independent investigation.

9. <u>Costs</u>

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The Recipient is responsible for its own costs and expenses incurred in connection with the preparation, execution and enforcement of this Agreement.

10. Liability and Indemnity

10.1 CMHC shall not be liable to the Recipient or any other party in relation to HAF Funding. To the extent the Recipient engages or retains any third party in respect of its obligations under this Agreement, the Recipient shall remain liable to CMHC for the fulfillment of its obligations under this Agreement.

10.2 The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement; or (b) any act or failure to act on the part of the Recipient in connection with HAF Funding whether or not CMHC is named as a party.

11. Official Languages

The Recipient acknowledges and understands that CMHC is governed by the *Official Languages Act* (R.S.C., 1985, c.31 (4th Supp.), as may be amended ("**Official Languages Act**") and follows related Treasury Board policies. The Recipient agrees to co-operate with CMHC to take any measures necessary to ensure compliance with the *Official Languages Act*.

12. <u>General</u>

12.1 This Agreement, including the Schedules, comprise the entire agreement entered into between the Parties with respect to the subject matter hereof.

12.2 The Parties acknowledge that, pursuant to the *Financial Administration Act* (Canada) and, for greater certainty, notwithstanding any other provisions of this Agreement, the obligations of CMHC to make any advance under this Agreement, including HAF Funding, are subject to there being a Parliamentary appropriation for the fiscal year in which the advance is to be made. CMHC has no liability in case of no or insufficient appropriations for HAF Funding or any part thereof.

12.3 Nothing in this Agreement will fetter the discretion of the Recipient's elected council as to future decisions by the elected council. To the extent that future council approvals are required to implement any Initiatives or Commitments, then it will be the responsibility of the Recipient to ensure such council approvals are actively pursued.

12.4 Delivery of notice under this Agreement shall be effective on the day following transmission by e-mail to the Parties at the e-mail addresses set out on the signature pages of this Agreement.

12.5 The parties acknowledge that CMHC may wish, at its discretion, to participate in any public communications relating to this Agreement undertaken by the Recipient. Prior to any public communications (including announcements), the Recipient must (i) notify CMHC in writing of any such communications at least thirty (30) Business Days prior to such communications and (ii) if so requested by CMHC in writing, permit CMHC to participate in such communications. Notwithstanding the foregoing, it is understood that this Section does not apply to any public communications arising from the reporting obligations outlined in Section 6.2 (iii) above.

12.6 If requested by CMHC, the Recipient shall publicly acknowledge CMHC's and the Government of Canada's HAF Funding in a manner acceptable to CMHC, acting reasonably.

12.7 CMHC and/or the Government of Canada may publicize details of the Recipient's use of HAF Funding, including any Capital Project, and by signing this Agreement, the Recipient consents to such disclosure and will cooperate with CMHC and/or the Government of Canada as appropriate to facilitate such publication.

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12.8 Without limiting the reporting obligations found within this Agreement, the Recipient will cooperate with CMHC and provide such additional information in respect of the Recipient's obligations under this Agreement as CMHC may reasonably require from time to time.

12.9 This Agreement may be amended only by written agreement of CMHC and the Recipient, including, for greater certainty, amendments by exchange of e-mailed communications between the Parties that expressly includes the consent of each Party to the amendment.

12.10 The Recipient shall not assign this Agreement without the written consent of CMHC.

12.11 The Recipient shall comply with all Applicable Laws, regulations, and all requirements of regulatory bodies having jurisdiction over the subject matter of the Agreement.

12.12 This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Community is located and the federal laws of Canada applicable therein.

12.13 The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

12.14 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 other provisions of this Agreement will continue to be valid and enforceable.

12.15 The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

12.16 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. No Party will use the name, logo or marks of the other Party without the prior express written consent of that other Party, except as otherwise provided for in this Agreement.

12.17 Any reference to "Applicant" or "applicant" in the application has the same meaning as the "Recipient" as defined in this Agreement.

12.18 If the date for the doing of any act hereunder falls on a day other than a Business Day, such date shall be extended to the first Business Day following such day.

12.19 This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf or any other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include a scanned and electronically transmitted copy of a "wet ink" signature, any electronic symbol or process attached to, or associated with, a contract or other record and adopted by an individual with the intent to sign, authenticate or accept such contract or record on behalf of a party, whether delivered by facsimile, e-mail, or through an information system (each an "Electronic Signature"), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Laws.

12.20 Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa. The division of this Agreement into Sections and Schedules and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

[Signature pages follow]

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IN WITNESS WHEREOF the Parties agree to the terms and conditions of this Agreement as of the Effective Date.

CANADA MORTGAGE AND HOUSING CORPORATION

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Name: Chris Woodcock Title: Director, Client Development and Government Relations

Email: HAF-FACL@cmhc-schl.gc.ca

We have the authority to bind the corporation.

CMHC signature page for Housing Accelerator Fund Contribution Agreement between CMHC and The City of Calgary

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The City of Calgary

APPROVED		
As to Content Partnerships	de	
As to Form Solicitors	CTF	

Services Name: 261 tie go Title: Name: Katarzyna Martin

Title: NOV 0 1 2023 City Clerk

Email: [Katie, black & calgary, ca.

I/We have the authority to bind the Recipient.

The Recipient has executed this Agreement on the 27 day of 925 day of 925 day of $2023.^2$

Recipient signature page for Housing Accelerator Fund Contribution Agreement between CMHC and Recipient

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¹ This e-mail address is for receipt of written notices pursuant to Section 12.4 and other communication under this Agreement. Accordingly, the e-mail address should be the e-mail address designated by the Recipient for the receipt of such communications. It will be up to the Recipient to ensure this e-mail address is monitored for such purposes. ² Recipient to insert the date that it signs the Contribution Agreement.

SCHEDULE A Approved Action Plan

nitiative 1	Accelerate housing delivery in the downtown	
Start Date	2023-07-01	
Completion Date	2026-09-01	
Expected Results	1,050 estimated permitted units that the Initiative will incent.	
Milestone 1	Review and update Incentive Program guide	
Start Date	2023-07-01	
Completion Date	2024-03-31	
Milestone 2	Undertake downtown zoning bylaw amendments	
Start Date	2023-09-01	
Completion Date	2026-09-01	
Milestone 3	Improve existing regulatory review & approval process	
Start Date	2023-09-01	
Completion Date	2026-09-01	
nitiative 2	Streamline approvals to increase housing supply	
Start Date	2023-10-31	
Completion Date	2024-06-30	
Expected Results	2,500 estimated permitted units that the Initiative will incent.	
Milestone 1	Undertake City Initiated Redesignations	
Start Date	2023-10-01	
Completion Date	2024-06-30	
nitiative 3	Promote missing middle land use districts	
Start Date	2022-04-12	
Completion Date	2026-12-01	
Expected Results	300 estimated permitted units that the Initiative will incent.	
Milestone 1	Undertake Land Use Bylaw Amendments	
Start Date	2022-04-12	
Completion Date	2022-10-11	

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Number of Street

Milestone 2	Develop and implement Stormwater Incentive Program for New Communities	
Start Date		
	2023-10-01	
Completion Date	2026-12-01	
nitiative 4	Incentivize legal secondary suites	
Start Date	2023-09-01	
Completion Date	2026-09-01	
Expected Results	2,000 estimated permitted units that the Initiative will incent.	
Milestone 1	Creation of the incentive program	
Start Date	2023-09-01	
Completion Date	2024-03-31	
Milestone 2	Implementation of the incentive program	
Start Date	2024-03-31	
Completion Date	2026-09-01	
nitiative 5	Enable housing growth in established areas	
Start Date	2023-04-12	
Completion Date	2026-09-01	
Expected Results	425 estimated permitted units that the Initiative will incent.	
Milestone 1	Marda Loop Main Streets Streetscape project	
Start Date	2025-04-01	
Completion Date	2025-11-01	
Milestone 2	Develop and Launch Stormwater Program for Established Area	
Start Date	2023-10-01	
Completion Date	2026-09-01	
Milestone 3	Explore funding of site-specific utility investments	
Start Date	2023-12-01	
Completion Date	2026-09-01	
Milestone 4	Investing in public space improvements in growth priority areas in the established areas	
Start Date	2024-02-01	
Completion Date	2026-09-01	

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Milestone 5	Update funding of required infrastructure and upgrades	
Start Date	2023-04-12	
Completion Date	2026-09-01	
Initiative 6	Invest in Transit-Oriented Development	
Start Date	2022-10-01	
Completion Date	2026-09-01	
Expected Results	400 estimated permitted units that the Initiative will incent.	
Milestone 1	Council approval of new station areas access policies	
Start Date	2022-10-01	
Completion Date	2023-07-02	
Milestone 2	Ramsay-Inglewood Station Development	
Start Date	2023-04-01	
Completion Date	2025-10-31	
Milestone 3	Franklin Station Redevelopment project	
Start Date	2023-09-01	
Completion Date	2026-09-01	
Initiative 7	Build inclusive and equitable affordable housing programs	
Start Date	2022-07-27	
Completion Date	2026-03-31	
Expected Results	150 estimated permitted units that the Initiative will incent.	
Milestone 1	Non-Market Land Sale 3 - Council approved Method of Disposition	
Start Date	2022-07-27	
Completion Date	2022-11-01	
Milestone 2	Non-Market Land Sale 3 – Corporate approval of terms and conditions for sale	
Start Date	2022-11-01	
Completion Date	2023-10-19	
Milestone 3	Non-Market Land Sale 4 – Council approved Method of Disposition	
Start Date	2023-11-06	
Completion Date	2024-01-23	

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Milestone 4	Indigenous capital grant - round 1	
Start Date	2023-09-30	
Completion Date	2024-03-31	
Milestone 5	Non-Market Land Sale 4 – Corporate approval of terms and conditions for sale	
Start Date	2024-01-23	
Completion Date	2024-10-31	
Milestone 6	Non-Market Land Sale 3 – Lands transferred to non-profits	
Start Date	2023-10-19	
Completion Date	2024-12-04	
Milestone 7	Launch of Housing Incentive Program Refresh	
Start Date	2023-07-01	
Completion Date	2024-12-31	
Milestone 8	Indigenous capital grant - round 2	
Start Date	2024-09-30	
Completion Date	2025-03-31	
Milestone 9	Non-Market Land Sale 4 – Lands transferred to non-profits	
Start Date	2024-10-31	
Completion Date	2025-12-19	
Milestone 10	Indigenous capital grant - round 3	
Start Date	2025-09-30	
Completion Date	2026-03-31	
Section B – Targets		
 ii. The Recipient agre 10,627 multi-u 15,956 missing 4,098 other multi-u 		
	nin two years of the 2022 federal budget announcement (April 7, 2022)) essment Report and there is a reoccurring scheduled review date included in the	

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report. The Recipient requested that the Housing Needs Assessment Report requirement be waived. There is no requirement to complete or update a Housing Needs Assessment Report.

OR

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The Recipient has recently (within two years of the 2022 federal budget announcement (April 7, 2022)) completed a Housing Needs Assessment Report, but it will need to be updated to include a reoccurring scheduled review date.

OR

L The Recipient does not have a Housing Needs Assessment Report. The Recipient will complete one and include a reoccurring scheduled review date in the report.

SCHEDULE B

HAF Funding

Subject to compliance with the terms and conditions of this Agreement, the Recipient will be eligible for HAF Funding in the amount of \$ 228,466,276.00. HAF Funding will be disbursed in four separate advances as follows:

ADVANCES	CMHC FISCAL YEAR	AMOUNT
First Advance	2023/24 (Effective Date March 31, 2024)	\$ 57,116,569.00
Second Advance	2024/25 (April 1, 2024 – March 31, 2025)	\$ 57,116,569.00
Third Advance	2025/26 (April 1, 2025 – March 31, 2026)	\$ 57,116,569.00
Fourth Advance	2026/27 (April 1, 2026 – March 31, 2027)	\$ 57,116,569.00

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