

## HOUSING PROGRAMS CONTRIBUTION AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of March, 2013

between MANITOBA HOUSING AND RENEWAL CORPORATION  
("MHRC")

and NAME OF RECIPIENT  
("Recipient")

WHEREAS,

- A. With the approval of the Lieutenant Governor in Council, MHRC may make grants and loans to:
  - 1. ensure that there is an adequate supply of affordable and accessible housing stock in Manitoba; and
  - 2. stimulate and influence the activities of the housing market to the benefit of Manitobans as a whole.
- B. MHRC has been authorized to provide forgivable loans and financial contributions to assist in funding with respect to housing in Manitoba.
- C. MHRC will contribute up to \$1,100,000.00 annually for each of a total of five successive years, such that the aggregate amount of financial assistance provided under this Agreement will not exceed \$5,500,000.00.

NOW THEREFORE, MHRC and RECIPIENT hereby agree as follows:

### 1. INTERPRETATION

#### Definitions

**"Accountability Framework Report"** means the annual report fully described in Appendix B, which is to be prepared by RECIPIENT and presented to MHRC.

**"Administration Fees"** means the amount of the MHRC Contribution which may be used by RECIPIENT solely for costs associated with administering the Programs listed in Appendix A.1 and Appendix A.2, jointly.

**"Affordable Housing"** means housing developed with funds provided under this Agreement, and which is rented or sold to households at or below the household income levels noted in the Programs listed in Appendix A.1 and A.2 and any other program approved in writing by MHRC under this Agreement.

**"Agreement"** means this document and the Appendices of this document.

**"Contributions from Others"** means cash or in-kind eligible contributions from sources other than MHRC, subject to approval in each Project to be authorized under this Agreement.

**"Fiscal Year"** means the period commencing on April 1 of any year and ending on March 31 of the immediately following year.

**"MHRC Contribution"** means financial assistance of up to \$5,500,000.00 over five (5) Fiscal Years to be provided by MHRC to RECIPIENT for the purposes of delivering the Programs contemplated by this Agreement.

**"Parties"** means MHRC and RECIPIENT.

**"Party"** means either MHRC or RECIPIENT.

**"Program"** means either the Métis Rental Housing Program or the Métis Homeownership Program as described in Appendix A.1 or A.2 and any additional programs approved in writing by MHRC.

**“Project”** means the design, financing, development and construction or conversion of Affordable Housing, and acquisition of land or buildings for this purpose if applicable, all as more particularly described in the Programs listed in Appendix A1 and A.2.

**“Project Template”** means the Métis Rental Housing Program Project Template and the Métis Homeownership Program Project Template, attached as Appendix C.1 and C.2, respectively. Each Project agreed to by the Parties in writing will be added to either Appendix C.1 or Appendix C.2, and will become part of the Programs in this Agreement.

**“Term”** has the meaning ascribed to it in Section 8.

**“Total Completion”** means the date on which MHRC verifies that construction of the Project has been completed to MHRC’s satisfaction.

**“Unavoidable Delay”** means any condition or cause beyond the control of RECIPIENT which prevents RECIPIENT from performing its obligations hereunder that is not caused by its default or act of commission or omission of RECIPIENT and is not avoidable by the exercise of reasonable effort or foresight by RECIPIENT, and which delay is not due to financial inability.

- 1.2 All Appendices to this Agreement form part of this Agreement. In case of inconsistency between a section or sections of this Agreement and an Appendix, the section or sections of this Agreement prevail.

## **2. OBJECTIVE AND SCOPE**

- 2.1 The objective of the Parties is to increase the supply of Affordable Housing in Manitoba by establishing and implementing Affordable Housing Programs under this Agreement.
- 2.2 The MHRC Contribution will only be used by RECIPIENT for the development of Affordable Housing under the Programs contemplated by this Agreement, and includes the Administration Fees.
- 2.3 RECIPIENT will impose and enforce a requirement that the housing developed under each Program be and remain Affordable Housing according to the approved Program parameters.
- 2.4 Projects must incorporate a modest design relative to unit sizes, features, and amenities as set out in Appendix D – Modesty Assurance Guidelines.

## **3. FINANCIAL PROVISIONS**

- 3.1 Contributions made by MHRC under this Agreement represent MHRC’s contribution to the Development of Projects under the Programs listed in Appendix A.1 and Appendix A.2, and any other Programs specifically approved by MHRC. The maximum MHRC Contribution under this Agreement is \$5,500,000.00 over five (5) years. Contributions under this Agreement will not exceed \$1,100,000.00 per Fiscal Year, not including carry-overs from previous years. Carry-overs from previous years require agreement in writing by both the MHRC and RECIPIENT.
- 3.2 RECIPIENT may, and should where possible, combine contributions from MHRC with Contributions from Others to create Affordable Housing through the Programs listed in Appendix A.1 and Appendix A.2.
- 3.3 MHRC will secure an interest equal to the financial support provided by MHRC for each Project under the Métis Rental Housing Program. RECIPIENT hereby consents to this registration of interest, and will execute such documents as necessary to give effect to this registration.
- 3.4 Administration Fees payable under this Agreement must not exceed 10% of the MHRC Contribution, to a total of no more than \$550,000 over the Term of this Agreement. Administration Fees are payable only on project progress payments.

- 3.5 The portion of the MHRC Contribution paid after the first Fiscal Year, and for each year after, is contingent upon receipt of the Accountability Framework Report by RECIPIENT to MHRC, which is due within ninety (90) days of the end of the first and subsequent Fiscal Years. The Accountability Framework Report must include an Annual Statement of Expenditures, and an Annual Project Status Report included as Appendix B.1 and B.2.
- 3.6 An accountable advance of up to \$60,000 per Project under the Métis Rental Housing Program and up to \$10,000 per Project under the Métis Homeownership Program is available as part of the MHRC Contribution, to be used in the initial design and planning stage of a Project.
- 3.7 All Projects contemplated under this Agreement must be submitted for approval to MHRC by RECIPIENT no later than March 31, 2018. All Projects are to be submitted by completing the Project Template. The Total Completion of all Projects approved under this Agreement must occur no later than March 31, 2019.
- 3.8 The MHRC Contribution cannot be used for the costs of operating any Projects developed under the Programs in this Agreement.
- 3.9 When the cost to develop a Project under the Métis Homeownership Program exceeds the final sale price, RECIPIENT can request that a portion of the MHRC Contribution be used to cover the difference. The maximum contribution by MHRC under this Program is \$61,500 per unit, including \$1,500 in soft costs to be provided to the buyer. This maximum does not include the payment of land transfer fees.

#### **4. PAYMENT PROCEDURES**

- 4.1 Every claim by RECIPIENT for a contribution from MHRC must be in writing.
- 4.2 Program advances under the Métis Rental Housing Program or Métis Homeownership Program will be made on a Project progress basis and will be subject to inspections by MHRC:
  - (a) RECIPIENT will request program advances for new construction at the following stages of construction: (1) foundation complete, (2) framing and windows complete, (3) roughed in plumbing and electrical, insulation and vapour barrier complete, and prior to drywall, (4) millwork complete, and (5) final occupancy permit obtained for construction Projects under the Métis Rental Housing Program, or finish carpentry being completed for Projects under the Métis Homeownership Program. MHRC will advance 20% of the contribution from MHRC for each claim, upon approved inspection by MHRC.
  - (b) RECIPIENT will request program advances for conversion of non-residential property to residential property at the following stages: (1) property acquisition (2) completion of interior demolition (3) roughed in plumbing and electrical, insulation and vapour barrier complete, and prior to drywall, (4) millwork complete, and (5) final occupancy permit obtained for construction Projects under the Métis Rental Housing Program, or finish carpentry being completed for Projects under the Métis Homeownership Program. MHRC will advance 20% of the contribution from MHRC for each claim, upon approved inspection by MHRC.
- 4.3 Annually, unless advised otherwise by MHRC, RECIPIENT will make all reasonable efforts to submit before April 20<sup>th</sup> those claims for expenditures incurred on or before March 31<sup>st</sup>.
- 4.4 No claim will be paid by MHRC unless it is received prior to April 20, 2019.

#### **5. ACCOUNTABILITY FRAMEWORK**

- 5.1 RECIPIENT agrees that it must be accountable in the use of funds through an open and transparent process which identifies expected results, measures performance, reports results to MHRC and provides for follow-up. RECIPIENT therefore agrees to implement the Accountability Framework Report in Appendix B.

- 5.2 RECIPIENT will provide MHRC access to its documents, books, records, accounts and Projects to verify compliance with this Agreement.
- 5.3 RECIPIENT agrees to abide by its Conflict of Interest Policy ("Policy"), a copy of which must be provided to MHRC prior to the signing of this Agreement. The Recipient acknowledges that its Policy, at a minimum, meets or exceeds MHRC's Conflict of Interest Policy attached as Appendix "E" and forming a part of this Agreement, or to amend its Policy accordingly.
- 5.4 RECIPIENT may develop a unique procurement process for each Project that is open, transparent, and competitive, subject to the approval of MHRC.

## **6. PUBLIC ANNOUNCEMENTS**

- 6.1 RECIPIENT will ensure that any and all communications, publications, advertising and news releases referring to the Programs and Projects include appropriate acknowledgement, in terms satisfactory to MHRC, of MHRC's Contribution. RECIPIENT will notify MHRC in advance of any and all such communication activities, publications, advertising and news releases.
- 6.2 MHRC may make public announcements and hold official ceremonies and special events respecting the Programs and Projects where such announcements, ceremonies or events are indicated and appropriate, and will arrange such announcements, ceremonies or events jointly with RECIPIENT.
- 6.3 Where directed to do so by MHRC, RECIPIENT will erect such signs, including a permanent interior sign or plaque, which signs or plaque will be maintained by RECIPIENT until permission for its removal is given by MHRC.

## **7. GENERAL**

- 7.1 Contributions by MHRC are subject to the necessary appropriations from the Legislative Assembly of Manitoba.
- 7.2 This Agreement may be amended only by written agreement of RECIPIENT and MHRC.
- 7.3 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. RECIPIENT agrees to indemnify MHRC and save it harmless from all losses, costs, damages, expenses, injury and liability whatsoever which MHRC may suffer as a result of claims of any sort whenever made relating to the Programs and Projects or any property involved thereunder, including any environmental or pollution claims.
- 7.4 RECIPIENT may not assign this Agreement without the written consent of MHRC.
- 7.5 The Parties will at all times comply with all applicable municipal, provincial, and federal laws.
- 7.6 RECIPIENT will provide to MHRC no later than September 30, 2013, a written plan which outlines the estimated annual funding allocations under the Métis Rental Housing Program and Métis Homeownership Program for all fiscal years. RECIPIENT will provide MHRC with amendments to this plan annually as necessary.

## **8. TERM**

- 8.1 This Agreement becomes effective upon signature by both Parties, and will continue until all undertakings and obligations of RECIPIENT have been fully met and completed. This Agreement will remain in force for ten years following the Total Completion of the final Project in accordance with this Agreement, or until March 31, 2029, whichever is later, subject to earlier termination in accordance with this Agreement (the "Term").
- 8.2 RECIPIENT will ensure that Total Completion of the final Project occurs no later than March 31, 2019, subject to Unavoidable Delay.

## **9. DEFAULT**

- 9.1 RECIPIENT is in breach of and in default under this Agreement if at any time:
- (a) RECIPIENT becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
  - (b) an order is made or resolution is passed for the dissolution or winding-up of RECIPIENT or it is otherwise likely to lose its corporate status; or
  - (c) RECIPIENT knowingly makes false statements or entries in any invoices, documents or records required to be presented, kept, maintained or provided under this Agreement, or if any representation or warranty made by RECIPIENT is false or misleading in any material respect; or
  - (d) RECIPIENT ceases to operate; or
  - (e) any creditor of RECIPIENT attaches or garnishes any contributions by MHRC or seizes or encumbers any substantial asset used in connection with the Projects; or
  - (f) MHRC is reasonably of the opinion that RECIPIENT has failed to comply with, or is about to fail to comply with, any of its obligations or undertakings under this Agreement.

9.2 In the event RECIPIENT is in Default of any of its obligations under this agreement, MHRC will have the following rights, powers and remedies, in addition to any other remedies available to MHRC at law:

- (a) suspend or withhold any further compensation payments until RECIPIENT has remedied a breach, default or failure to the satisfaction of MHRC;
- (b) reduce the amount of any further compensation by any amounts that would not have been previously paid to RECIPIENT had a breach on the part of RECIPIENT not occurred, or by the amount of any overpayment;
- (c) set off against any further compensation payments any amount payable by RECIPIENT to MHRC under this Agreement or under any other contract;
- (d) immediately terminate this Agreement and any obligations of MHRC hereunder, including the obligation to make compensation payments to RECIPIENT, by giving notice in writing to RECIPIENT, effective immediately upon giving of the notice;
- (e) seek a court order for specific performance of this Agreement and the obligations of RECIPIENT under this Agreement;
- (f) apply to court for an injunction for the purpose of preventing RECIPIENT or stopping RECIPIENT from doing anything, taking any action or continuing to do anything or take any action that is in breach or default of this Agreement.

9.3 All remedies of MHRC will be cumulative and may be exercised by MHRC in any order or concurrently in case of any breach, and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

## **10. TERMINATION PROVISIONS**

10.1 This Agreement may be terminated by MHRC or RECIPIENT by giving the other party ninety (90) days written notice.

10.2 RECIPIENT will, not later than the effective date of termination of this Agreement, whether said termination is in accordance with Section 9.2(d), Section 10.1, or otherwise, provide or deliver up to MHRC, a statement duly signed by RECIPIENT and in a form acceptable to or as may be prescribed by MHRC, showing:

- (a) details of revenues and expenditures and the difference between the revenues and expenditures;
- (b) copies of all books, records and accounts in relation to this Agreement; and
- (c) a Project Status Report using the template attached as Appendix B.2 hereto.

## **11. NOTICES AND CONTACTS**

11.1 Any notice pursuant to this Agreement must be in writing and delivered by hand to the Parties at the following coordinates:

MHRC at: Chief Executive Officer  
  
The Manitoba Housing and Renewal Corporation  
352 Donald Street

Winnipeg, Manitoba  
R3B 2H3

RECIPIENT at: Chief Executive Officer

Recipient Name  
Address  
Winnipeg, Manitoba  
R## ###  
Fax: (204) ###-####

This Agreement is executed on behalf of the Parties by their respective duly authorized officers on the dates noted below.

SIGNED IN THE PRESENCE OF:

**FOR THE MANITOBA HOUSING AND  
RENEWAL CORPORATION**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE RECIPIENT NAME**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **List of Appendices**

Appendix A.1	Métis Rental Housing Program Description
Appendix A.2	Métis Homeownership Program Description
Appendix B	Accountability Framework Report
Appendix B.1	Annual Statement of Expenditures for Programs
Appendix B.2	Annual Project Status Report
Appendix C.1	Métis Rental Housing Program Project Template
Appendix C.2	Métis Homeownership Program Project Template
Appendix D	Modesty Assurance Guidelines
Appendix E	Conflict of Interest Policy & Guidelines



## APPENDIX “A.1”

### Métis Rental Housing Program Description

#### 1. Purpose

The purpose of the Métis Rental Housing Program is to provide rental opportunities for Manitoba households of low to moderate income in communities where affordable housing is needed.

#### 2. Model

The program is for the development of new residential rental housing construction, or conversion of existing non-residential properties to housing. RECIPIENT will manage all aspects of the development of each Project. Once constructed, RECIPIENT will own and be responsible for the operation of each property. The contributions by MHRC will be registered on title as a second mortgage by MHRC. The second mortgage will be forgiven over ten years on a pro-rata basis, provided that RECIPIENT operates the Project as Affordable Housing under the terms of this Agreement. Should RECIPIENT cease to operate the Project as Affordable Housing, the contributions by MHRC will be due and payable by RECIPIENT to MHRC on a pro-rata basis.

The contributions by MHRC will be used for the costs associated with the development of each Project. RECIPIENT is required to submit the Project Template (Appendix C) to MHRC for review and approval prior to RECIPIENT incurring costs exceeding the \$60,000 accountable advance.

#### 3. Geography

The Métis Rental Housing Program may be available in any Manitoba municipality.

#### 4. Eligibility

To be eligible to rent a unit developed under this Program, households must have an annual, household income at or below the Program Income Limit (PIL), which in 2013 is \$64,606 for households with dependents, and \$48,455 for households without dependents. PILs are subject to annual review and adjustment by MHRC.

#### 5. Operating

Once completed, RECIPIENT is responsible for costs associated with the upkeep, maintenance, and ongoing operation and administration of the properties. Rents received by RECIPIENT are intended to offset the costs of operating the properties.

Affordable rents inclusive of utilities (heat, electricity, and water), and those excluding utilities are contemplated separately. The initial rents will be set at or below the monthly amounts established by MHRC, as follows:

#### Rents Inclusive of Utilities

Regions	1 Bedroom	2 Bedroom	3 Bedroom	4 or more Bedrooms
City of Winnipeg and catchment areas:	\$748	\$939	\$1,123	\$1,325
Urban/rural market areas:	\$643	\$778	\$1,015	\$1,140
Non-market areas:	\$559	\$673	\$683	\$894

### Rents Exclusive of Utilities

Regions	1 Bedroom	2 Bedroom	3 Bedroom	4 or more Bedrooms
City of Winnipeg and catchment areas:	\$665	\$856	\$1,039	\$1,250
Urban/rural market areas:	\$560	\$705	\$954	\$1,065
Non-market areas:	\$476	\$594	\$802	\$894

For the first ten years that the properties are in operation, RECIPIENT may increase the rent for a unit rented to an eligible household by the annual amount that is permitted by the Residential Tenancies Branch (RTB) without requesting MHRC approval. For increases over and above the annual amount permitted by the RTB, RECIPIENT must seek and obtain MHRC approval.

For the first ten years that each Project is in operation, MHRC will monitor the operation of each Project to ensure that they are being operated as Affordable Housing.

#### 6. Housing Type

Affordable Housing units constructed under the Métis Rental Housing Program must be modest, single-detached, semi-detached, or multi-unit properties. For modesty criteria, see Appendix D.

#### 7. Client Type

Affordable Housing can be constructed for single persons, families, the elderly, and the disabled.

## APPENDIX "A.2"

### Métis Homeownership Program Description

#### 1. Purpose

The purpose of the Métis Homeownership Program is to provide opportunities for Manitoba households of low to moderate income to purchase housing in communities where affordable housing is needed.

#### 2. Model

RECIPIENT will provide fifteen percent (15%) of the sale price of individual units to eligible households under the Métis Homeownership Program.

The 15% will be registered on title as a second mortgage by RECIPIENT once the unit is purchased by an eligible household.

The second mortgage must be forgiven by RECIPIENT over ten years on a pro-rata basis, so long as the homeowners still own and occupy the home. The second mortgage is interest-free, and if repaid to RECIPIENT upon sale, RECIPIENT will re-invest those funds in Affordable Housing. RECIPIENT will monitor the occupancy of each home for the ten year term.

RECIPIENT will provide additional assistance of \$1,500 for each approved household to cover costs associated with the sale. This includes any legal fees, utility hook-up costs, and other moving costs. Land transfer taxes will be paid by RECIPIENT.

RECIPIENT may obtain a builders mortgage which can then be converted into a homeowners mortgage at the time of sale to an eligible household.

If RECIPIENT does not obtain a builders mortgage, bridge financing will be secured through a private lender.

#### 3. Geography

The Métis Homeownership Program may be available in any Manitoba municipality.

#### 4. Eligibility

To be eligible to purchase a home under this program, households must:

- have an annual household income at or below the PIL, which in 2013 is \$64,606 for households with dependents, and \$48,455 for households without dependents. PILs are subject to annual review and adjustment by MHRC;
- be able to secure a mortgage for the purchase of the property, or self-finance the purchase;
- have not owned a house in the last 3 years;
- agree to RECIPIENT financing being registered on title for the ten year term.

#### 5. Sale Price

The sale price of the property will be the market value at the time of sale as determined by a third-party appraisal company.

#### 6. Housing Type

Affordable Housing units constructed under the Métis Homeownership Program will be modest single-detached, semi-detached, or condominium properties. For modesty criteria, see Appendix D. Each unit must have its own title.

#### 7. Client Type

Affordable housing can be constructed for single persons, families, the elderly, and the disabled.

## APPENDIX "B"

### Accountability Framework Report

#### **B1 Audit**

- B1.1 RECIPIENT will prepare an Annual Statement of Expenditures in the format set out in Appendix B.1.
- B1.2 The Annual Statement of Expenditures must be audited by an auditor licensed to practise in Manitoba.
- B1.3 The audit is to be conducted in accordance with generally accepted auditing standards and may rely on the audit work of other professionals.
- B1.4 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 RECIPIENT has complied with the terms of this Agreement.
- B1.5 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.
- B1.6 RECIPIENT will provide the Annual Statement of Expenditures and auditor's opinion to MHRC within 90 days after the end of the Fiscal Year.
- B1.7 RECIPIENT will correct any deficiencies noted by the auditor within a reasonable period of time.
- B1.8 The contributions by MHRC may be withheld if the deficiencies are not corrected within a reasonable period of time.
- B1.9 RECIPIENT will refund to MHRC any MHRC Contribution which has not been expended for Affordable Housing in accordance with this Agreement.
- B1.10 MHRC is not responsible for the cost of the audit.

#### **B2 Reporting**

- B2.1 RECIPIENT will provide MHRC with an Annual Project Status Report in the format set out in Appendix B.2 . If there is any inconsistency with the Annual Statement of Expenditures RECIPIENT will provide a reconciliation.

#### **B3 First Fiscal Year**

- B3.1 For this Accountability Framework the first Fiscal Year is the period from April 1, 2013 to March 31, 2014.

**APPENDIX "B.1"**

**Annual Statement of Expenditures for Programs**

For the Year ended March 31, \_\_\_\_

Expenditure Item	20(xx) / 20(xx)
<b><i>Contribution by MHRC</i></b>	
Métis Rental Housing Program	
Métis Homeownership Program	
Administration Costs	
<b><i>Contribution by Others</i></b>	
Métis Rental Housing Program	
Métis Homeownership Program	
<b><i>Total Contributions Used</i></b>	
Métis Rental Housing Program	
Métis Homeownership Program	
Administration Costs	



**APPENDIX "C.1"**

**Métis Rental Housing Program Project Template**

<b>Project Name &amp; Civic Address</b> <input type="text"/> <input type="text"/> <input type="text"/>	<b>Applicant Name &amp; Mailing Address</b> <input type="text"/> <input type="text"/> <input type="text"/>
<b>Legal description of site(s):</b> <input type="text"/> <input type="text"/> <input type="text"/>	<b>Applicant Type</b> <input type="checkbox"/> Non-Profit Housing Corporation <input type="checkbox"/> Housing Cooperative <input type="checkbox"/> Other (describe) _____ Date of Incorporation _____
<b>Project Type</b> <input type="checkbox"/> New construction <input type="checkbox"/> Acquisition/Conversion from Non-residential	<b>Tenant / Resident Type</b> <input type="checkbox"/> Family <input type="checkbox"/> Single <input type="checkbox"/> Senior <input type="checkbox"/> Other (describe)
<b>Dwelling type:</b> <input type="checkbox"/> Single Detached <input type="checkbox"/> Duplex <input type="checkbox"/> Triplex <input type="checkbox"/> Row <input type="checkbox"/> Stacked <input type="checkbox"/> Apartment(# of units) <input type="checkbox"/> Rooming House (# of beds)	<b>Tenure Type</b> <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Rental <input type="checkbox"/> Rent to Own <input type="checkbox"/> Cooperative <input type="checkbox"/> Other(specify) _____
<b>Heating type</b> <input type="checkbox"/> Oil <input type="checkbox"/> Wood <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Other (specify):	<b>Property Management by</b> <input type="checkbox"/> Applicant <input type="checkbox"/> Other (describe) _____
<b>Heating System</b> <input type="checkbox"/> Forced air <input type="checkbox"/> Electric/baseboard radiation <input type="checkbox"/> Hot water/baseboard radiation <input type="checkbox"/> Other (describe) _____	<b>Proposed Contract type</b> <input type="checkbox"/> General Tender <input type="checkbox"/> Construction Management  <input type="checkbox"/> Other (describe) _____
<b>Construction method</b> <input type="checkbox"/> Woodframe/stick built <input type="checkbox"/> Steel frame <input type="checkbox"/> Masonry <input type="checkbox"/> Other (specify) _____	<b>Services Installed</b> <input type="checkbox"/> Sanitary Sewers <input type="checkbox"/> Storm Sewers <input type="checkbox"/> Combined Sewers <input type="checkbox"/> Well <input type="checkbox"/> Septic Field <input type="checkbox"/> Water <input type="checkbox"/> Curbs <input type="checkbox"/> Paved Roads <input type="checkbox"/> Sidewalks <input type="checkbox"/> Natural Gas <input type="checkbox"/> Hydro

Unit Description		
Unit Type	# of Units	Unit Size (Sq. Feet or Metres)
1 bedroom		
2 bedrooms		
3 bedrooms		
4 bedrooms		
other _____		
Totals		

**Estimated Development Costs for Rental Projects**

Project Costs	MEDO's Estimate of Costs	Estimated GST
<b>Acquisition of Land or Buildings</b>		
1. Purchase Price of Land (and existing structures, if any)		
2. Off-site Servicing (specify)		
3. Legal Services and Disbursements, Land Titles Registration fees and Land Transfer Tax		
4. Surveyor's Fees, Environmental Site Assessment (incl. Soil Tests and Report)		
5. Zoning variance fees		
6. Appraisal Fees		
7. Other: (specify)		
Sub-total Acquisition of Land or Buildings		
<b>Design, Financing and Development</b>		
8. Architect/Engineering/other Consulting Fees (specify)		
9. Legal Fees		
10. Development/Project Management Fees		
11. Insurance		
12. Property Taxes		
13. Permits/Other Development Fees (specify)		
14. Utilities		
15. Interest		
16. Mortgage Insurance & Application Fees		
17. Rent up (eg. marketing) (specify)		
18. Other: (specify)		
Sub-total Design, Financing and Development Costs		
<b>Construction Costs</b>		
19. Construction		
20. Rehabilitation/Conversion/Demolition		
21. Onsite Servicing		
22. Landscaping		
23. Stoves, refrigerators and laundry equipment		
24. Hard Furnishings (specify and explain why necessary)		
25. Maintenance Equipment (specify)		
26. Contingency		
27. Other (specify)		
Sub-total Construction Costs		
<b>On Completion</b>		
28. Appraisal of Completed Housing Complex		
29. Auditor's Fees		
30. Other (specify)		
Sub-total On Completion Costs		
<b>Total</b>		
<b>Total Column A + Column B</b>		
<b>Less GST Input Tax Credit entitlement</b>		
<b>Total Estimated Project Costs</b>		



### Estimated Operating Expenses & Revenues for Rental Projects

Estimated Operating Expenses	MEDO's Estimate
<b>Maintenance</b>	
1. Maintenance and Repairs	
2. Elevator	
3. Snow and Waste Removal	
4. Grounds Maintenance	
5. Other (specify)	
6. Sub-total Maintenance (add lines 1 to 5)	
<b>Utilities</b>	
7. Heating	
8. Light and Power	
9. Water, Sewer Rate or Tax	
10. Janitorial (payroll/supplies)	
11. Security	
12. Other (specify)	
13. Sub-total Utilities (add lines 7 to 12)	
<b>Administration</b>	
14. Management (fees/salaries/supplies)	
15. Audit	
16. Property Taxes (excluding water and sewer)	
17. Insurance	
18. Contingency for Vacancies and Bad Debts	
19. Replacement Reserve	
20. Other Expenses (attach details)	
21. Sub-total Administration (add lines 14 to 20)	
22. Total Operating Expenses (add lines 6, 13 and 21)	
23. Plus: Annual Loan Repayment	
24. Total Annual Expenses (add lines 22+23)	

Residential Revenue/Rent	MEDO's Estimate
1. Base shelter monthly	
Unit Type A: #    x \$    =	
Unit Type B: #    x \$    =	
Unit Type C: #    x \$    =	
Unit Type D: #    x \$    =	
<b>Additional Revenue:</b>	
2. Laundry (monthly)	
3. Parking # Stalls    x \$    =	
4. Other (describe) _____	
5. Total Monthly Revenue Potential	
6. Total Annual Revenue Potential	

**APPENDIX "C.2"**

**Métis Homeownership Program Project Template**

<p><b>Project Name &amp; Civic Address</b></p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<p><b>Applicant Name &amp; Mailing Address</b></p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p><b>Legal description of site(s):</b></p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<p><b>Applicant Type</b></p> <p><input type="checkbox"/> Non-Profit Housing Corporation</p> <p><input type="checkbox"/> Housing Cooperative</p> <p><input type="checkbox"/> Other (describe) _____</p> <p>Date of Incorporation _____</p>
<p><b>Project Type</b></p> <p><input type="checkbox"/> New construction</p> <p><input type="checkbox"/> Acquisition/Conversion from Non-residential</p>	<p><b>Tenant / Resident Type</b></p> <p><input type="checkbox"/> Family <input type="checkbox"/> Single</p> <p><input type="checkbox"/> Senior <input type="checkbox"/> Other (describe)</p>
<p><b>Dwelling type:</b></p> <p><input type="checkbox"/> Single Detached    <input type="checkbox"/> Duplex</p> <p><input type="checkbox"/> Row                      <input type="checkbox"/> Stacked</p>	<p><b>Tenure Type</b></p> <p><input type="checkbox"/> Owner Occupied    <input type="checkbox"/> Condominium</p> <p><input type="checkbox"/> Rent to Own</p> <p><input type="checkbox"/> Other (specify) _____</p>
<p><b>Heating type</b></p> <p><input type="checkbox"/> Oil        <input type="checkbox"/> Wood    <input type="checkbox"/> Electric</p> <p><input type="checkbox"/> Gas        <input type="checkbox"/> Other (specify):</p>	<p><b>Property Management (Condo. only)</b></p> <p><input type="checkbox"/> Applicant</p> <p><input type="checkbox"/> Other (specify) _____</p>
<p><b>Heating System</b></p> <p><input type="checkbox"/> Forced air</p> <p><input type="checkbox"/> Electric/baseboard radiation</p> <p><input type="checkbox"/> Hot water/baseboard radiation</p> <p><input type="checkbox"/> Other (describe) _____</p>	<p><b>Proposed Contract type</b></p> <p><input type="checkbox"/> General Tender</p> <p><input type="checkbox"/> Construction Management</p> <p><input type="checkbox"/> Other (describe) _____</p>
<p><b>Construction method</b></p> <p><input type="checkbox"/> Woodframe/stick built</p> <p><input type="checkbox"/> Steel frame</p> <p><input type="checkbox"/> Masonry</p> <p><input type="checkbox"/> Other (specify) _____</p>	<p><b>Services Installed</b></p> <p><input type="checkbox"/> Sanitary Sewers    <input type="checkbox"/> Storm Sewers</p> <p><input type="checkbox"/> Combined Sewers    <input type="checkbox"/> Well</p> <p><input type="checkbox"/> Septic Field            <input type="checkbox"/> Water</p> <p><input type="checkbox"/> Curbs                    <input type="checkbox"/> Paved Roads</p> <p><input type="checkbox"/> Sidewalks              <input type="checkbox"/> Natural Gas</p> <p><input type="checkbox"/> Hydro</p>

House/Unit Description		
Unit Type	# of Units	Unit Size (Sq. Feet or Metres)
1 bedroom		
2 bedrooms		
3 bedrooms		
4 bedrooms		
other _____		
<b>Totals</b>		

**Estimated Development Costs for Homeowner Projects**

Project Costs	MEDO's Estimate of Costs	Estimated GST
<b>Acquisition of Land or Buildings</b>		
1. Purchase Price of Land (and existing structures, if any)		
2. Off-site Servicing (specify)		
3. Legal Services and Disbursements, Land Titles Registration fees and Land Transfer Tax		
4. Surveyor's Fees, Environmental Site Assessment (incl. Soil Tests and Report)		
5. Zoning variance fees		
6. Appraisal Fees		
7. Other: (specify)		
<b>Sub-total Acquisition of Land or Buildings</b>		
<b>Design, Financing and Development</b>		
8. Architect/Engineering/other Consulting Fees (specify)		
9. Legal Fees		
10. Development/Project Management Fees		
11. Insurance		
12. Property Taxes		
13. Permits/Other Development Fees (specify)		
14. Utilities		
15. Intrest		
16. Other: (specify)		
<b>Sub-total Design, Financing and Development Costs</b>		
<b>Construction Costs</b>		
17. Construction		
18. Rehabilitation/Conversion/Demolition		
19. Onsite Servicing		
20. Landscaping		
21. Stoves, refrigerators and laundry equipment		
22. Contingency		
23. Other (specify)		
<b>Sub-total Construction Costs</b>		
<b>On Completion</b>		
24. Appraisal of Completed House/Units		
25. Auditor's Fees		
26. Other (specify)		
<b>Sub-total On Completion Costs</b>		
<b>Total</b>		
<b>Total Column A + Column B</b>		
<b>Less GST Input Tax Credit entitlement</b>		
<b>Total Estimated Project Costs</b>		

**Estimated Sale Information for Homeowner Projects**

Financing Information	MEDO's Estimate
1. Total Project Capital Cost ( page 3 line 28)	
<b>Additional Costs to Projected Occupancy Date</b>	
2. Carrying Costs (Taxes, Insurance, Utilities, etc.)	
3. Interest Costs on Interim Financing	
4. Marketing	
5. Other (specify)	
6. Total Costs to Projected Occupancy Date (add lines 1 to 5)	
7. Estimated Market Value/Sale Price	
8. Cost to Market Value Difference (line 6 minus line 7)	
<b>Applicant Funding/Financing (specify source(s) and amount(s))</b>	
a)	
b)	
c)	
9. Total Applicant Funding/Financing	
<b>Debt Financing Details (if applicable)</b>	
10. Mortgage Term	
11. Interest Rate	
12. Amortization Period	
13. Annual Loan Repayment (principal and interest)	

## APPENDIX “D”

### Modesty Assurance Guidelines

Modesty assurance refers to modest unit sizes and amenities, with such criteria as follows:

#### General

- Modesty assurance criteria are applicable for units renting at or below Affordable Rents.
- The design and provision of modest housing should be governed in all aspects by the “best buy” principle.
- The level of quality offered locally by the private sector should not be exceeded, providing minimum Manitoba Housing standards are met.
- Innovation in construction materials, systems or techniques is acceptable.
- Durability and ease of maintenance should determine the selection of materials.

#### Dwelling Units

- As a **general guideline**, the following unit areas are considered modest:

1-bedroom	60 sq. meters (643 sq. ft.)	1 – 2 persons
2-bedroom	75 sq. meters (807 sq. ft.)	1 – 2 persons
3-bedroom	89 sq. meters (960 sq. ft.)	3 – 5 persons
4-bedroom	105 sq. meters (1,130 sq. ft.)	4 – 7 persons
- Units of different sizes will be considered, however proposed units sizes should be consistent with unit sizes for rental properties charging Affordable Rents for that geographic area.
- Floor areas for units designed for an individual living with a disability may exceed unit sizes consistent with Affordable Rents for that geographic area, to accommodate mobility requirements.
- Where a design incorporates stacked townhouses with grade access, the minimum gross floor area should be increased by the space required for the additional stairway.

#### Modesty Standards

- Notwithstanding the unit size guidelines above, projects should generally reflect modest accommodation.
- The assessment of projects will be based on the overall qualities of the project and suites relative to the needs of the client group to be housed and the proposed rent.
- The following elements are considered immodest:
  - Glazed balconies, greenhouses, skylights, special windows
  - Non-standard wall, ceiling and floor finishes
  - Additional baths or half baths for 3-bedroom units; larger units may be allowed an additional half bath if it is not on the same floor level as the main bath
  - Sunken or raised floor levels
  - Communal areas finished with excessively expensive detailing

## APPENDIX "E"

### MHRC Conflict of Interest Policy & Guidelines

#### I. INTRODUCTION

The MHRC in coordination with the Province of Manitoba is charged with the responsibility of protecting the public interest, particularly in regards to accountability for the spending of tax dollars. External agencies are perceived by the public as extensions of government. As such, boards of directors and employees of external agencies delivering services on behalf of government are accountable to the public and are particularly vulnerable to charges of conflict of interest. As a funder of many external agencies, the Province of Manitoba expects agencies to adopt the following conflict of interest policy and guidelines for their boards of directors and employees.

By stating clearly the standards of conduct expected of board members and employees, the guidelines serve as a preventative measure so board members and employees do not inadvertently place themselves in a position of perceived, potential or actual conflict of interest. Furthermore, the sections dealing with disclosure and appeals provide for avenues to clarify and resolve issues before they become a problem.

The aim of the conflict of interest guidelines is to strike a balance between legitimate protection of public interest and the protection of the board members' and employees' personal and professional interests.

It is the responsibility of the board of directors to ensure that these guidelines are communicated to all board members and employees of the individual external agencies and to establish procedures for ensuring compliance with the standards set out in the policy and guidelines.

#### II. POLICY STATEMENT

The Province of Manitoba expects boards of directors and employees of external agencies which it funds to maintain high standards of integrity, impartiality and ethical conduct. Board members and employees must be constantly aware of the need to avoid situations which might result either in actual, potential or perceived misconduct, or conflicts of interest and to conduct themselves in a manner which commands the respect and confidence of their fellow citizens.

This policy, including disclosure requirements, applies to all members of the boards of directors and all employees of external agencies. The policy and guidelines contained herein should complement rather than replace the provisions of relevant legislation, or any other statute, collective agreement, rule or statement which applies to boards of directors or employees of external agencies, and in the event of a conflict, relevant legislation shall govern and supersede this policy.

#### III. DEFINITION

A conflict of interest is any situation in which a board member or employee of an external agency has an employment, business or personal interest which results or appears to result in:

- i) an improper material interest or an advantage by virtue of the person's position;
- ii) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situations where a board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

#### IV. REQUIREMENTS FOR DISCLOSURE

Members of the boards of directors and employees of external agencies are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential for a conflict of interest.

Conflict of interest declarations should be filed annually at a minimum or updated immediately where:

- i) an actual, potential or perceived conflict situation arises where none existed previously;
- ii) change occurs which alters the nature or degree of the conflict, subsequent to a declaration being made.

Where a conflict of interest has been found to exist, the board member or employee, if necessary, will be required to take steps to avoid the conflict of interest. As well, where a perceived or potential conflict situation may exist, the board member or employee will be provided with advice on what steps need to be taken to remove the perception of or other potential for a conflict of interest.

- 1) Where a board member is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors.

A board member shall disclose in writing to the board of directors, or request to have entered in the minutes of meetings of the board of directors, the nature and extent of his/her interest.

The board of directors shall decide by majority vote of other members at the meeting whether a perceived or actual conflict of interest exists in the case of a board member.

No board member shall be present during any discussions of the board or vote on any matter where it has been decided that a material interest exists. The minutes of the board meeting shall in each case record the member's disclosure of interest and the fact he/she took no part in the discussion or decision. In addition, the board member must refrain from attempting, directly or indirectly, to influence the decision of the board.

- i) The board of directors may choose to delegate to an executive committee of the board, the authority to decide whether a material interest exists for board members.
- ii) If the executive committee of the board cannot decide, the matter shall be referred to the full board for decision.

- 2) Where an employee is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors or the board's delegate.

An agency employee shall disclose in writing to the board of directors, or the board's delegate, the nature and extent of his/her interest.

The board of directors shall decide by majority vote whether a perceived, potential or actual conflict of interest exists in the case of an employee.

- i) The board of directors may choose to delegate to the executive director or executive management committee, the authority to decide whether a material interest exists for employees, subject to a quarterly review and ratification of those decisions by the board.
- ii) If the board's delegate cannot decide, the matter shall be referred to the board of directors for decision.

No employee shall participate in negotiations, decision-making or activities where it has been decided that a material interest exists.

## V. GUIDELINES

The range, complexity and unique nature of individual external agencies' activities are such that it is not possible to outline all conflict of interest situations.

- 1) Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit which accrues from or is based upon their official position or authority or upon confidential or non-public information which they gain by reason of such position or authority.
- 2) Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
- 3) Board members and employees shall not act in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgement.
- 4) Board members and employees must declare where they have direct or indirect personal business or financial activities which conflict with their official duties and responsibilities.
- 5) Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favours on their part.

## VI. APPEALS

A board member who disputes the manner of application of these guidelines within his/her agency may appeal such application to an independent arbitrator agreed to by both parties.

An employee who disputes the manner of application of these guidelines may appeal such application to the board of directors.

A board member or employee, at his/her option, may have a representative present at the appeal.

## VII. DISCIPLINARY ACTION

Departure from any of these rules by board members, without the specific prior approval of the majority of board members, may be cause for dismissal from the board.

Departure from any of these rules by employees, without the specific prior approval of a board of directors, or board's delegate, may be cause for disciplinary action.

## VIII. SPECIFIC PROVISIONS FOR AGENCIES

While the guidelines mentioned in Section V should be sufficient to protect against conflict of interest in a vast majority of cases, individual agencies may wish to develop more specific conflict of interest guidelines in addition to those in Section V. In certain cases, the Minister may request more specific conflict of interest guidelines. These additional guidelines may also be necessary in response to particular statutory requirements, specific operational requirements, problems unique to a particular agency or at the request of Government.

On request, additional guidelines developed under Section VIII should be made available to Government for approval prior to distribution and implementation.