



**REQUEST FOR PROPOSALS FOR:
DEVELOPMENT OF AFFORDABLE SENIORS HOUSING**

RFP #: HDB2014-001
Issued By: Manitoba Housing
Issue Date: February 20, 2014
Submission Deadline: May 27, 2014
4:00 p.m. Central Time

Proposals should be enclosed in a sealed envelope addressed to:

Manitoba Housing
Housing Delivery Branch
200 – 352 Donald Street
Winnipeg, MB R3B 2H8
Attn: Rental and Cooperative 55+ Housing Program RFP Coordinator

The RFP #, Submission Deadline, and the Proponent's name and return address should appear on the face of the envelope.

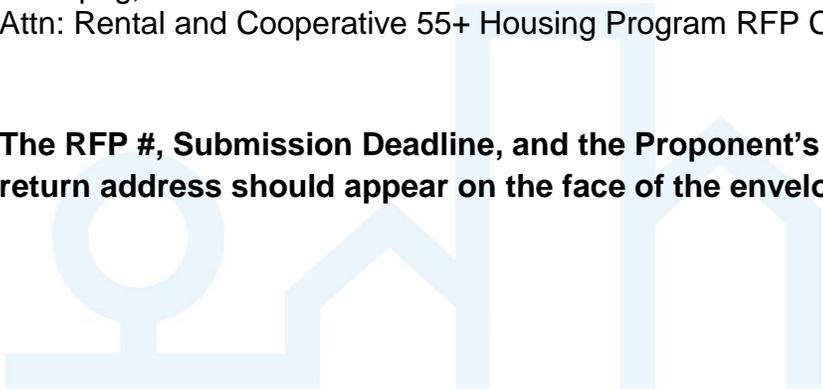


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1.0 INTRODUCTION

1.1 Background

Affordable housing is a key priority for the Province of Manitoba. As part of its current three year Housing Plan, the Province of Manitoba has made a public commitment to add 500 new affordable housing units and 500 new social housing.

To assist in achieving this goal and, by way of its long-term strategic document “*Strong Communities – An Action Plan*”, Manitoba Housing is directing new housing investment under its Rental and Cooperative 55+ Housing Program to help meet the continued need and demand for additional affordable housing for seniors throughout the province. Further information on Manitoba Housing’s *Strong Communities – An action Plan* can be found online at http://www.gov.mb.ca/housing/pubs/hcd_strategicframework_web.pdf

Manitoba Housing’s Rental and Cooperative 55+ Housing Program is intended to assist development of new rental and cooperative housing for low- to moderate-income seniors across Manitoba. With funding support from the Canada Mortgage and Housing Corporation (CMHC), the intent of this Request for Proposals (RFP) is to solicit proposals from qualified Proponents for the development of Affordable Seniors Housing and for Manitoba Housing to subsequently enter into a Financial Assistance Agreement (FAA) with Accepted Proponents for such projects.

The amount of potential Financial Assistance through this RFP includes the lesser of either (a) 35 percent of total Eligible Project Capital Costs, or (b) \$65,000 per residential unit in southern communities or \$75,000 per residential unit in northern communities. In addition, a limited amount of rent-geared-to-income (RGI) assistance will be available to help further decrease rents so that they are affordable to lower-income households. Further detailed specifications are outlined in Appendix “A”.

In addition, the Manitoba Government recently announced the creation of the Rental Housing Construction (RHC) Tax Credit. The RHC Tax Credit is a new financial incentive offered to private and non-profit housing developers (including non-profit co-operatives) to help address the persistent shortage of rental housing in Manitoba communities. The RHC Tax Credit is equal to eight percent (8%) of the capital cost of the rental housing project, to a maximum of \$12,000 per residential unit.

To receive the tax credit, a minimum of ten percent (10%) of units constructed must have affordable rents. Further information on the RHC Tax Credit can be found at:

http://www.gov.mb.ca/housing/rental_housing_tax_credit.html

Manitoba Housing is using a competitive project selection process to ensure that the most appropriate, sound and cost-effective Projects proceed to commitment.

1.2 Definitions

For the purpose of this RFP:

- “**Accepted Proponent**” means a Proponent whose Proposal provides high value in meeting the Evaluation Criteria and is selected to receive a Conditional Allocation from Manitoba Housing.
- “**Affordable Rents**” mean the maximum monthly rent, inclusive of essential utilities (heat, hydro, and water), that can be charged as part of a Project to a tenant household, with such rents being at or below those set out in Appendix “D”.
- “**Affordable Seniors Housing**” means permanent rental and/or cooperative housing units developed under this RFP for low- to moderate-income seniors (aged 55 years or older) which are modest in terms of floor area and amenities, and are initially leased at Affordable Rents and where rents will increase in accordance with the Financial Assistance Agreement for a period of fifteen (15) years or more.

- **“Conditional Allocation”** means a specified amount of Rental and Cooperative 55+ Housing Program funding reserved by Manitoba Housing on a conditional basis for an Accepted Proponent.
- **“Coordinator”** means the individual who on Manitoba Housing’s behalf is responsible for the administration of the RFP process, and as of the date on which this RFP is issued, is the individual named in Section 3.2.
- **“Eligible Project Capital Costs”** means the capital costs of a Project eligible for Financial Assistance, as set out in Appendix “C”.
- **“Evaluation Committee”** means the group of individuals brought together by Manitoba Housing for the purpose of assessing how well the Proposals meet the Evaluation Criteria.
- **“Evaluation Criteria”** means those criteria against which Proposals will be assessed to determine how well they meet Manitoba Housing’s requirements.
- **“Financial Assistance”** means a one time capital contribution through a forgivable loan that will be provided by Manitoba Housing to an Accepted Proponent towards the Eligible Project Capital Costs of their Project.
- **“Financial Assistance Agreement”** or **“FAA”** means the contract to be entered into between an Accepted Proponent and Manitoba Housing setting out the terms and conditions under which any Financial Assistance will be provided to the Accepted Proponent, substantially in the form of the agreement attached as Appendix “B”.
- **“Mandatory Requirements”** means the minimum elements that a Proposal must contain in order to receive further consideration, as set out in Section 4.3.
- **“National Occupancy Standard”** means the following criteria which must be met to ensure a household is not crowded:
 - a maximum of two (2) and minimum of one (1) person per bedroom.
- **“Non-Residential Portion”** means public space, recreation facilities, or associated hard furnishings, commercial facilities, community multi-purpose space, care facilities, or other built areas or non-residential space appropriate to the Project but which do not form part of the components of residential accommodations related to living facilities, shared or otherwise, and a modest amount of amenity space which may be shared with other occupants of a Project. The non-residential component includes a prorated share of the land value, structure, mechanical systems, and soft costs.
- **“Notice of Conditional Allocation”** means notification in writing by Manitoba Housing to a Proponent of Proposal approval and Manitoba Housing’s issuance of a Conditional Allocation.
- **“Project”** means the Affordable Seniors Housing proposed to be developed by a Proponent responding to this RFP.
- **“Proponent”** means an individual, partnership, non-profit or for-profit corporation, or any other legal entity that submits a Proposal to Manitoba Housing in response to this RFP. This may include municipalities, private and public/municipal non-profit housing corporations, housing cooperatives, and private developers.

- **“Proposal”** means a written submission by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.
- **“RFP”** means this Request for Proposals package in its entirety, inclusive of all schedules and appendices and all addenda that may be issued by Manitoba Housing in respect of the RFP.
- **“Shall”** and **“Must”** denote a requirement that Manitoba Housing regards as critical. Failure of a Proponent to acknowledge the requirement and affirm its ability to meet the requirement will result in a significantly reduced rating in the evaluation of the Proposal.
- **“Submission Deadline”** means the date and time set out in Section 3.1 of this RFP.
- **“Will”** or **“Should”** denote a requirement that Manitoba Housing regards as an important objective. Failure of a Proponent to acknowledge the requirement and affirm its ability to meet the requirement will result in a reduced rating in the evaluation of the Proposal.

2.0 SPECIFICATIONS

Detailed specifications of this RFP are attached as Appendix “A”.

3.0 PROPONENT’S INSTRUCTIONS

3.1 Submission Address and Deadline

Proponents must submit eight (8) hard copies of their Proposal, addressed as follows and delivered to:

Manitoba Housing
Housing Delivery Branch
200-352 Donald Street
Winnipeg, Manitoba R3B 2H8
Attn: Rental and Cooperative 55+ Housing Program RFP Coordinator

Proposals submitted by facsimile transmission (fax) or electronic mail (e-mail) will **not** be accepted. **Proposals must be received no later than the Submission Deadline (as indicated on the front page of the RFP)** at the above address.

Proposals received after the Submission Deadline will not be accepted and will be returned to the Proponent unopened.

The Coordinator may extend the Submission Deadline by issuing an addendum at any time prior to the Submission Deadline or prior to the date and time previously specified in any addendum extending the Submission Deadline. Addenda will be posted on Manitoba Housing’s website at http://www.gov.mb.ca/housing/sr_housing_rfp.html. It is the responsibility of potential Proponents to check Manitoba Housing’s website for any addenda.

Proposals should be submitted in a sealed envelope and delivered, by mail or by courier to the above noted address. The envelope should be clearly marked with the RFP number, the Submission Deadline and the Proponent’s name and return address.

The appropriate signing officer or officers of the Proponent must sign Proposals, in ink. Proposals, once submitted, become the property of Manitoba Housing. All Proposals will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act*.

It is solely the Proponent’s responsibility to ensure that the Proposal is received at the designated

location prior to the Submission Deadline.

3.2 Proposal Inquiries

Proponents shall be solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFP and submit a Proposal in accordance with the terms and conditions of this RFP. No allowance shall be made for the failure of a Proponent to obtain such information or to make such investigations.

Proponents shall examine the RFP as soon as possible after receipt. Should a Proponent discover any errors or omissions, the Proponent shall notify the Coordinator as soon as possible so further instructions may be issued to all Proponents before the Submission Deadline.

All inquiries related to this RFP are to be made, in writing, at least 5 business days prior to the Submission Deadline as noted above. Inquiries received after this date may not be answered. Written inquiries are to be directed to:

Housing Delivery Branch
200-352 Donald Street
Winnipeg, Manitoba R3B 2H8
Fax: (204) 948-3035
Email: housing@gov.mb.ca
Attn: Andrew Colli, Rental and Cooperative 55+ Housing Program RFP Coordinator

Written inquiries submitted by fax or e-mail will be accepted.

3.3 Proposal Format

Proponents must submit their Proposal setting out the information requested in Section 3.4 of this RFP and any relevant comments, according to, and in the order of, the various sections, subsections, and clauses presented in this RFP. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information. Failure to respond to any section, subsection or clause will reduce the assessed value of the Proposal. Failure to respond to any of the Mandatory Requirements will result in the rejection of the Proposal.

All Proposals should be submitted in an 8.5" x 11" format and bound in such a manner as to lay flat when opened.

3.4 Proposal Content

Proposals must contain the following items:

A. *Letter of Introduction*

A letter introducing the Proponent and signed by the persons authorized to sign on behalf of and to bind the Proponent to the statements made in response to this RFP. The letter should contain the same signatures as on the Application for Conditional Allocation, which is found attached to this document as Appendix "J".

B. *Identification of Housing Need and Demand*

Proposals must clearly demonstrate that a need and demand exists for the Project. This must include a thorough need and demand analysis and market analysis of the target area. Such work should include a detailed review of the availability and distribution of all rental housing suitable for seniors in the target area, including a review of the rental market as a whole.

Proponents are cautioned to give careful consideration not just to the need and priority for the Project in the target area, but to also acknowledge the impact their Project may have on existing local seniors' housing projects, including applicable local Manitoba Housing assets.

C. Proponent Qualifications

Information about the Proponent, including:

- An organizational/firm profile that includes the applicant organization's origins and history, as well as the organization's experience and accomplishments in relation to the development and management of housing.
- The organization's mandate and its services provided to clients.
- Human resources (numbers and types).
- If presently incorporated, a copy of the organization's Articles of Incorporation, including any amendments and/or relevant corporate by-laws, and current list of Board of Directors.
- If not incorporated, details on current group membership and prospective plans for incorporation.
- A copy of the organization's latest annual report and audited financial statements for the parent company and any subsidiary housing corporation involved in the Proposal.
- An outline that demonstrates how the Proponent and consultants selected by the Proponent have the staff, organizational capacity, and housing development experience/expertise to project manage the design, financing and development of the Project.

D. Project Concept

A detailed overview of the proposed Project which includes:

- A narrative description of the overall project concept and development approach.
- Identification of the specific target population(s) to be served, as well as details on the plans for tenant selection and project rent-up.
- Proposed number, type and size of units.
- Size, design and construction specifications for the entire Project.
- Special design and amenity considerations.
- A detailed description of any Non-Residential Portions of the Project, including the marketing plan for each use and a clear breakdown of the projected capital costs, operating costs, and revenues associated with such space on a prorated basis.

Proposals must contain additional specific information if the Project includes an assisted living component, or if it is based wholly, or in part, on a Life Lease model of development. Further detail on such additional information requirements are outlined in Section 3.1 of Appendix "A".

E. Site Details

A description of the proposed site for the Project which includes attention to the following:

- Current ownership and use.
- Evidence of Proponent control (e.g., status of title, purchase/sale agreement, option to purchase) or evidence that the site is being offered for sale by the land owner to the Proponent (e.g. letter from the land owner stating its intent to transfer/sell land to the Proponent with disclosure of terms and conditions).
- Monetary value of the site (e.g., municipal assessment, market price).
- Current and required zoning.
- Consistency with any other community plans and/or municipal planning requirements.
- A description of services and local public amenities available to the site relevant to seniors,

including a map of the neighbourhood highlighting the Project site.

- Soil conditions and a statement on the results of any past environmental site assessment work.
- A description of whether or not there are any encumbrances registered on title restricting use of the site for residential purposes, or any other existing encumbrances and when and how they will be discharged.

Proponents should exercise caution if entering into agreements or options for site acquisition at this stage, as the development schedule of potential Projects may not proceed on a timetable dictated by site acquisition requirements and Manitoba Housing will not be responsible for costs incurred by Proponents in securing or holding land.

F. Financial Viability and Value for Money

A description of all capital funding and operating revenues for the Project, such as mortgage financing, equity contributions by the Proponent or others, income from any Non-Residential Portions, and grants. Appropriate evidence should be provided that the financial contributions have been secured, or an explanation as to how and when such evidence will be available.

Proponents are encouraged to provide equity to reduce the loan amount and thereby improve the cost-effectiveness of their Project. As part of its Evaluation Criteria, Manitoba Housing will favour Proposals with higher Proponent equity contributions as a percentage of total Eligible Project Capital Costs.

Equity may take the form of:

- Unencumbered funds.
- Real property.
- Tenant contributions.

Prior to the issuance of a FAA and within six (6) months of Manitoba Housing's Notice of Conditional Allocation, Proponents will be required to demonstrate that funds are available to the Proponent, and that together with Manitoba Housing's commitment, are sufficient to complete the Project.

G. Management Plan

A detailed explanation of post-construction property management plans. This should include details on how property management will be carried out and by whom. If self-management is planned, the Proponent must demonstrate how they have the experience and capacity to self-manage the Project.

H. Development Plan and Timetable

An outline of the Proponent's anticipated project development work plan/approach that includes information on specific activities, tasks, key milestones, and allocated human and financial resources. This should also include a timetable that outlines proposed dates and durations for functions such as, but not limited to, the following:

- Transfer of ownership of the Project site to the Proponent (if required)
- Securing necessary zoning/variances (if required).
- Preparation of final working drawings and specifications.
- Construction start date.
- Start of Project occupancy.

Information should be provided on the anticipated project procurement process. It should be recognized that Manitoba Housing requires a transparent procurement process and Proponents are encouraged to acquaint themselves with the Manitoba Housing procurement guidelines attached as Appendix "I".

Contractual commitments made by a Proponent that are not consistent with these guidelines may not be accepted by Manitoba Housing.

Proponents should clearly indicate any commitment they may have to incorporating procurement practices that support apprenticeship training and development as part of their tender evaluation process.

Proposals should include any preliminary conceptual drawings, including site plans, if available. Proponents are cautioned not to finalize their project designs as Manitoba Housing requirements may impact final design. Manitoba Housing shall not be responsible for any costs required to adjust project designs.

Proposals should also describe the overall approach to the design of the development and how it meets seniors housing needs. Unit design features should also be highlighted, as should how the overall Project integrates with the immediate neighbourhood and/or community.

Information should also be provided which confirms and details the Project's consistency with the following:

- Manitoba Housing's modesty assurance criteria (as set out in Appendix "F")
- Manitoba Housing's accessible design criteria (as set out in Appendix "H").
- Applicable Manitoba Hydro Power Smart standards.

Information should also be provided outlining whether the Proponent intends to incorporate geothermal heating/cooling and/or any other green building or sustainable design practices which substantially go beyond applicable current Manitoba Hydro Power Smart standards into the Project, and whether the Proponent has examined the feasibility of any such inclusion.

I. Community Support

Proposals should include evidence of community support for the Project, including details and appropriate evidence of any established or potential partnership arrangements. Letters of support submitted as evidence of community support must be signed, dated and on appropriate letterhead.

J. Application for Conditional Allocation

A completed and appropriately signed Application for Conditional Allocation (attached to this RFP as Appendix "J"). **Manitoba Housing will not accept any other format as a replacement to Appendix "J".**

3.5 Proposal Conditions

A Proponent should clearly understand, and by submitting a Proposal agree, that its Proposal or any part of its Proposal is subject to the following conditions, in addition to any other terms and conditions set out in this RFP:

A. Disqualification

No Proposal will be considered which is received after the Submission Deadline. No Proposal will be considered from a Proponent where Manitoba Housing, in its sole discretion, determines that a potential conflict of interest exists. No Proposal will be considered that is in any way conditional or that proposes to impose conditions on Manitoba Housing that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

B. Right of Rejection

The submission of a Proposal, the receipt of a Proposal by Manitoba Housing and the opening of a Proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a Proposal.

A Proposal is not and shall not be deemed in any way to be a unilateral contract. It is an offer by the Proponent to Manitoba Housing to carry out the provisions set out in this RFP. A Proposal may be accepted or rejected by Manitoba Housing in Manitoba Housing's entire discretion.

A Proposal, or any part of a Proposal, is not accepted unless Manitoba Housing accepts it in writing and the written acceptance has been delivered to the selected Proponent.

Manitoba Housing reserves the right to waive deficiencies in any Proposal. The decision as to whether a deficiency will be waived or will require that a Proposal be rejected will be made by Manitoba Housing, in its sole discretion.

Manitoba Housing, in its entire discretion, may reject or accept all or any part of a Proposal or any of the Proposals submitted in response to this RFP. Manitoba Housing is under no obligation whatsoever to accept the Proposal with the lowest cost or any Proposal.

C. Right to Reissue RFP

Manitoba Housing reserves the right to reissue the RFP where, in Manitoba Housing's sole opinion, an insufficient number of Proposals submitted in response to the RFP warrant acceptance or where it would be in the best interest of Manitoba Housing to do so.

D. Cost of Proposal

Costs incurred in the preparation, presentation and submission of a Proposal shall be borne entirely by the Proponent.

E. Decisions of Evaluation Committee

All decisions on the degree to which a Proposal meets the stated criteria or the score assigned to a Proponent or to part of a Proposal will be determined solely by the Evaluation Committee. The Evaluation Committee's determinations in this regard are final and may not be appealed by a Proponent.

F. Project Partnerships

Project partnership responses will be accepted with the understanding that Manitoba Housing will regard only one of the parties of the partnership as the Proponent. Proposals must clearly indicate which party is the Proponent. The Proponent will be completely responsible for all additional parties.

3.6 Amendment or Withdrawal of Proposal

Proponents may amend Proposals submitted in response to this RFP prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Proposal that clearly indicates that it is to replace the Proposal previously submitted by the Proponent.

Amendments submitted after the Submission Deadline will not be considered by Manitoba Housing.

It will be solely the responsibility of the Proponent that submits an amendment to ensure that the amendment is received prior to the Submission Deadline.

All amendments or requests to withdraw a submitted Proposal shall be in writing submitted to Manitoba Housing at the address set out in Section 3.1 of this RFP. All such amendments or requests shall be submitted on the Proponent's letterhead and shall be signed by the persons authorized to sign on behalf of and to bind the Proponent.

4.0 PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Committee

The Evaluation Committee will be made up of representatives from the Department of Manitoba Housing and Community Development. The Evaluation Committee will be responsible for reviewing and evaluating Proposals submitted in response to this RFP. Manitoba Housing may, at its sole discretion, retain additional committee members or professional advisors as is determined to be prudent or necessary. This may include engagement with Manitoba Health, Manitoba Healthy Living and Seniors, and Manitoba Regional Health Authorities.

4.2 Evaluation Process

The RFP evaluation process is a selection procedure. It will be finalized through completion of the following stages:

- 1) Proponents to submit Proposals to Manitoba Housing in response to this RFP.
- 2) Manitoba Housing will screen each Proposal to ensure that the Proposals meet all the Mandatory Requirements of this RFP. At this stage, Proposals will be evaluated on a pass/fail basis. Any Proposal that fails to meet the mandatory criteria will not be considered further.
- 3) Proposals that meet the Mandatory Requirements of this RFP will be evaluated and ranked by the Evaluation Committee in accordance to the criteria identified in Section 4.4, to determine which Proposals are most responsive to the requirements detailed in this RFP and provide the best overall value to Manitoba Housing.
- 4) Final project selection is based on the established Evaluation Criteria, as well as other factors such as Manitoba Housings strategic priorities and equitable geographic distribution.

4.3 Mandatory Requirements

Proposals will be screened by reference to the Mandatory Requirements. The Mandatory Requirements are:

- Receipt of Proposal prior to the Submission Deadline.
- Submission of eight (8) hard copies of the Proposal.
- Proposals target the development of Affordable Seniors Housing, as defined in this RFP.
- The proposed Project location is within the Province of Manitoba but not in a recognized or designated First Nation community.
- Evidence of Proponent Project site control or evidence that the site is being offered for sale by the land owner to the Proponent.
- Proposals include submission of a completed Application for Conditional Allocation (Appendix "J") and signed by an appropriate signing authority. **Manitoba Housing will not accept any other pro forma as a replacement to Appendix "J".**

4.4 Evaluation Criteria

Proposals that meet the Mandatory Requirements of this RFP will be evaluated on the basis of the Evaluation Criteria outlined below. The Evaluation Criteria is a tool for evaluation, but is not the sole criterion for a decision.

Proponents are advised to carefully review the Evaluation Criteria prior to preparing their Proposals in response to this RFP.

Step One: Business Case

| | |
|--|--------------------|
| 1. Proponent Qualifications | 75 maximum points |
| 2. Project Concept | 50 maximum points |
| 3. Project Site | 50 maximum points |
| 4. Financial Viability and Value for Money | 100 maximum points |
| 5. Management Plan | 25 maximum points |
| 6. Development Plan and Timetable | 75 maximum points |
| 7. Community Support | 25 maximum points |

400 maximum points

Step Two: Need and Demand / Impact Analysis

| | |
|--|--------------------|
| 8. Detailed need and demand at the community level and impact on current Manitoba Housing program delivery | 100 maximum points |
|--|--------------------|

500 total maximum points

Step One: Proposals will be scored using a point ranking system based on selection criteria 1 through 7 above, referred to as the Business Case for the Proposal. A Business Case that scores at a minimum level determined by Manitoba Housing will allow a Proposal to be short-listed for Step Two evaluation. Proponents should note the following:

- **Proponent Qualifications** – Proposals will be evaluated on the demonstrated experience, expertise, capacity and track record of Proponents with developing and managing affordable seniors' housing projects. Consideration will be given to Proposals that link Proponents which have less experience with partners and/or consultants with more substantial experience if adequate documentation is provided describing the roles, responsibilities and contractual agreements between the partners. Maximum points will be awarded to Proponents with extensive and successful documented experience developing housing projects similar in scope and scale to the proposed Project. Some points will be awarded to Proponents with some experience with similar or somewhat different types of development. Minimal points will be awarded to Proponents that have little or no experience with the type of project being proposed.
- **Project Concept** – Proposals will be evaluated on the clarity and soundness of the overall Proposal. This shall include, but not be limited to, consideration of whether the Project is adequately described, whether the overall logic of the Project is sound (and consistent with community need and Project objectives), and whether there is any heightened risk or likelihood that the Project cannot be completed as proposed.
- **Project Site** – Proposals will be evaluated on the appropriateness of the site for the proposed development, taking into account such issues as proximity of services and amenities (appropriate to seniors), compatibility with adjacent land uses, environmental conditions, and any other land-

related factors which may hinder development of the Project as proposed. Proposals will also be evaluated based on land costs, with Manitoba Housing favouring Proposals with lower site acquisition costs. Preference will also be given to Proposals that satisfactorily demonstrate that the land is already appropriately zoned for the Project.

- **Financial Viability and Value for Money** – Proposals will be evaluated on the financial feasibility and sustainability of the Project. This will include, but not be limited to, such elements as evidence of positive project cash flow, appropriate pro forma benchmarking, reasonableness of fundraising targets, and documented availability/confirmation of all non-Manitoba Housing funding. In addition, Manitoba Housing will favour Proposals with higher Proponent equity contributions as a percentage of total Eligible Project Capital Costs, as well as Proposals requiring lower per unit Financial Assistance relative to the maximum level of Financial Assistance available through this RFP.
- **Management Plan** – Proposals will be evaluated on the proposed post-construction property management plan. Preference will be given to Projects which plan to engage experienced, qualified property management services.
- **Development Plan and Timetable** – Proposals will be evaluated on the appropriateness of the proposed project design and development plan relative to seniors housing needs and conformity with Manitoba Housing requirements as outlined in this RFP (e.g., Manitoba Housing’s modesty design criteria, Manitoba Housing’s accessible design criteria, Manitoba Housing’s procurement guidelines, and applicable Manitoba Hydro Power Smart standards). In addition, Proposals will be evaluated on their planned development timetable, with preference given to Proposals which appropriately demonstrate a reasonable ability to commence construction within a short time period. Favoured Proposals will also include those which (a) incorporate a geothermal heating/cooling system and/or other green building or renovation practices which go substantially beyond applicable current Manitoba Hydro Power Smart standards, yet balance Project feasibility and construction cost-efficiency, and (b) demonstrate a commitment and practical approach to incorporating procurement practices that support apprenticeship training and development as part of their tender evaluation process.
- **Community Support** – Proposals will be evaluated on the demonstrated level of community support for the Project. This will include consideration of appropriate evidence of any planned partnership arrangements.

Step Two: Short-listed Proposals will be further evaluated on the demonstrated need and priority for the Project in the target community. Consideration will be given to such elements as the methods used to conduct the need and demand analysis, the types of information and data collected/analyzed, and the soundness of reported findings. Manitoba Housing will also be using in-house regional need and demand information to complement its evaluation at this stage.

Proposals will also be evaluated using additional criteria relating to an impact on current Manitoba Housing delivery and alignment with Manitoba Housing strategic priorities. This will include detailed internal consideration of how the proposed Project impacts existing local Manitoba Housing assets. Preference will be given to Projects which are unlikely to directly or indirectly compete with existing Manitoba Housing projects and program delivery.

Step Two will be a maximum of 100 points and will be added to the score obtained in Step One to give the final score for a Proposal.

4.5 Acceptance of Proposal

Upon Manitoba Housing accepting a Proposal, Manitoba Housing will signify its acceptance in writing to a Proponent by way of a Notice of Conditional Allocation. The Notice of Conditional Allocation will specify the maximum amount of time the Proponent will have to meet all specified conditions.

Once all conditions of the Conditional Allocation are satisfactorily met, a Financial Assistance Agreement

(FAA) will be issued by Manitoba Housing for execution by the Accepted Proponent. The terms and conditions of the FAA will, at a minimum, contain provisions substantially similar to those set out in Appendix “B”.

Manitoba Housing desires timely completion of an executed FAA. Accepted Proponents will have a specified amount of time to fully execute the FAA, after which Manitoba Housing may cancel the FAA if not executed and engage in negotiations with another Proponent or reconsider other Proponents’ submissions or cancel and re-issue this RFP, or any one combination thereof.

Subject to the requirements of *The Freedom of Information and Protection of Privacy Act (Manitoba)*, no scores will be released to any party, other than the Proponent’s own score being released to the Proponent, upon request.

Manitoba Housing reserves the right to not accept any Proposal. Proponents will be notified in writing should their Proposal not be accepted.

4.6 Estimated Timetable

Proposals submitted under this RFP proceed through an application and review process as outlined below. The following dates are targets only and are subject to revision by Manitoba Housing.

| Milestone | Projected Date |
|--|----------------------------------|
| Release of Request for Proposals (RFP) | February 20, 2014 |
| Last day for Proponents to submit inquiries | May 19, 2014 |
| Submission Deadline for Proposals | May 27, 2014 |
| Review and evaluation of Proposals by Evaluation Committee | May 28, 2014 to end of July 2014 |
| Manitoba Housing selection of Accepted Proponents | Mid August 2014 |
| Notice of Conditional Allocation to Accepted Proponents | Late August 2014 |

4.7 Clarifications

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent’s response. The clarification process shall not be used to obtain required information that was not submitted by the submission deadline, provide new information or to promote the Proponent’s submission. The Evaluation Committee may request this further information from one or more Proponents and not from others. Clarification requests may have a response time that must be met by the Proponent.

APPENDIX “A” – SPECIFICATIONS

1.0 PROJECT BACKGROUND

Manitoba Housing is committed to developing 500 affordable housing units and 500 social housing units by March 31, 2016. The purpose of this RFP is to select Proponents who will enter into a Financial Assistance Agreement (FAA) to develop Affordable Seniors Housing.

2.0 LEVEL OF ASSISTANCE

A one-time project capital contribution is available through a fully forgivable loan that does not have to be repaid if select terms and conditions are adhered to. To be eligible for Financial Assistance, Proposals must target the development of senior’s rental or cooperative housing accommodation which shall be leased at Affordable Rents. A FAA must be executed in order to ensure, amongst other requirements, the units remain affordable for a minimum 15 year period.

The level of Financial Assistance available is intended to assist the Project charge Affordable Rents. However, funding shall be capped to the lesser of the following:

- (a) 35 percent of total Eligible Project Capital Costs; or
- (b) \$65,000 per eligible residential unit in Zone 1 Southern communities and \$75,000 in Zone 2 Northern communities¹.

Manitoba Housing will strive to maximize the amount of Financial Assistance that is available under the RFP. To that end, while it is recognized that prices may vary in different parts of Manitoba and that costs can be influenced by a wide variety of factors, Proposals requiring a lower per unit funding contribution are encouraged. Similarly, Proponents are encouraged to leverage as much equity and other funding sources as possible to extend Manitoba Housing’s funding capacity and to increase housing volumes.

Proponents may incorporate units that shall be leased above applicable Affordable Rents into a Project’s development plan, provided appropriate need/demand exists to support such an approach. However, Financial Assistance will only be provided on a prorated basis to units which shall be leased at or below applicable Affordable Rents.

Financial Assistance will be secured by way of a mortgage with the principal due reduced on a monthly basis over a 15 year period. No payment of the principal or interest is due so long as all obligations of the Accepted Proponent under the FAA are met.

Manitoba Housing shall also make available a limited amount of rent-geared-to-income (RGI) assistance to help further decrease rents so that they are affordable to lower-income households. Further information on such RGI assistance is outlined in Section 3.9 of Appendix “A”.

3.0 ELIGIBILITY REQUIREMENTS

3.1 Type of Development

Projects eligible for Financial Assistance under this RFP include permanent multiple unit rental or cooperative housing projects for seniors (aged 55 years or older) comprised of three units or more developed under any one of, or combination of, the following methods:

- (a) new construction;
- (b) conversion from non-residential to residential use; and

¹ A listing of Zone 2 Northern communities is included as Appendix “G”.

- (c) rehabilitation of vacant, derelict residential buildings.

Proposals targeting a rehabilitation-based project approach must demonstrate that the total project cost is more cost-efficient than new construction (i.e., the rehabilitation project must cost 90 percent or less than a comparable new build project). In addition, any prospective Financial Assistance for a rehabilitation-based project shall not substitute or augment a repair program such as the Rental Housing Improvement Program (RHIP).

Projects not eligible under this RFP include supportive housing, nursing homes and other long-term care facilities, shelters and crisis care facilities, and ownership housing of any kind.

Projects targeting the development of Affordable Seniors Housing which include an assisted living component are eligible for Financial Assistance under this RFP. However, in such instances, Proposals must include the following:

- (a) A clear breakdown of the proposed unit rents and service package fees;
- (b) A detailed itemized list of all services included as part of the service package; and
- (c) A description of how the services will be delivered and by whom.

In addition, the service package component needs to be priced at a level that, in combination with the cost of the shelter component, is affordable to eligible households as identified in Section 3.8 of Appendix "A" below.

Both the shelter and any service components of a Project must be independently self-sustaining, as no individual component can be used to subsidize the other to reach economic viability. This requirement also applies to situations where the Proposal includes the planned development of non-residential space, as both the shelter component and any Non-Residential Portion of a Project must be independently self-sustaining.

Projects eligible under this RFP also include those that are based wholly, or in part, on a Life Lease model of development. Further information on the Life Leases Act can be found at <https://web2.gov.mb.ca/laws/statutes/ccsm/l130e.php>. Such Proposals must clearly include details of the planned tenant equity contributions and provide satisfactory evidence of the envisioned target market's ability to supply such equity.

3.2 Community Location

Proposals may target the development of Affordable Seniors Housing anywhere in Manitoba, with the exception of in recognized or designated First Nation communities.

Proponents should however carefully consider the need for senior's housing in the community or area proposed, the demand for low- to moderate-income housing, the availability and appropriateness of existing housing options and the long-term viability of the Project.

3.3 Land

Proponents must provide evidence of Proponent Project site control or evidence that the site is being offered for sale by the land owner to the Proponent at the time of Proposal submission.

Projects on leased land may be considered for Financial Assistance provided that it is permissible under applicable legislation and the terms and conditions of the land lease are acceptable to Manitoba Housing.

3.4 Proponent

Eligible Proponents include municipalities, private and public/municipal non-profit housing corporations, housing cooperatives and private developers.

Manitoba Housing actively supports the development of Housing Cooperatives and will favour submissions that propose a co-operative housing model, in particular those that are based on a shared or limited equity funding models. To learn more about co-operatives visit the publications section of HCD's website at: <http://www.gov.mb.ca/housing/housingpublications.html>, or contact HCD's Co-operative Development Services branch at 204-945-3379.

3.5 Physical Design

Project units must provide modest, self contained accommodation of suitable space and size to meet household needs. Proponents shall ensure modest design including unit sizes, features, and amenities, in accordance with the modesty criteria set out in Appendix "F".

The design and construction of Projects must comply, at minimum, with the current requirements to achieve a Power Smart designation in accordance with Manitoba Hydro's "Power Smart New Buildings Program"² or other applicable programming.

In addition, wherever possible and practical, Projects should utilize green technologies that promote the conservation of non-renewable resources, minimize environmental impact, and/or include building components that contribute to the economic efficiency of the facility over the long term. Projects that incorporate a geothermal heating/cooling system and/or other green building or renovation practices which go substantially beyond applicable current Manitoba Hydro Power Smart standards – yet balance overall Project feasibility and construction cost-efficiency – shall be favoured.

3.6 Unit Mix

Proponents are strongly encouraged to develop Proposals with a unit mix that is most desirable to serve the target population and which best address community need. Financial Assistance under this RFP shall, however, be limited to the development of one and two-bedroom units, or a combination of the two.

Manitoba Housing will not provide Financial Assistance to support the development of other unit types, including studio units, except in appropriately documented special circumstances deemed satisfactory at Manitoba Housing's sole discretion.

3.7 Accessibility Provisions

All Projects based on a new construction approach must ensure that all units in the Project are compliant with the accessible design criteria as set out in Appendix "H".

Proponents are encouraged to incorporate visitability and accessibility design standards in conversion and rehabilitation Projects wherever possible and practical. Such opportunities shall be assessed on a per Project basis and will be dependent upon specific Project feasibility and design considerations.

3.8 Income Limits and Tenant Selection

Eligible households are low- to moderate-income renters and housing cooperative resident members aged 55 years or older.

To ensure that units produced as a result of this RFP are made available to low and moderate-income senior households, tenants must have a total household income at or below 75 percent of the upper limit of the Second Quintile of Family Housing Income (2QFI) for Manitoba. At this time, the current upper income limit in Manitoba for 75 percent of 2QFI is \$48,622.

Total income includes wages and salaries, net income from self-employment, investment income, retirement pensions, and miscellaneous income such as alimony or government transfer payments.

² Exceptions may apply to dwelling types that are ineligible under Manitoba Hydro's New Buildings Program.

Where Projects are developed with life lease tenant equity contributions, 75 percent of the upper limit of the 2QFI for Manitoba shall be used for one bedroom units, and 85 percent of the upper limit of the 2QFI for Manitoba shall be used for two bedroom units. At this time, these limits are \$48,622 and \$55,105 respectively.

Proponents will be required to have procedures in place to ensure a fair and open process for tenant selection. For example, Proponents may not rent Affordable Seniors Housing units to themselves, their shareholders or directors.

Accepted Proponents must verify the income of a prospective tenant as a condition of signing a lease with the tenant to ensure compliance with this requirement.

3.9 Rent Levels

Financial Assistance is only available to units leased at Affordable Rents. Projects may incorporate the development of units that are scheduled to be leased above applicable Affordable Rents, and Proponents are encouraged to incorporate such units provided appropriate need/demand exists. Such units will not however be eligible for Financial Assistance.

Proponents are encouraged to incorporate a number of units intended for households that are eligible for social or public housing are encouraged. A limited amount of rent-geared-to income (RGI) assistance is available from Manitoba Housing. Proponents must clearly identify the number and type of units that are proposed to receive RGI funding assistance. Proponents should note that although Manitoba Housing will not favour Proposals one way or the other in terms of the requested RGI assistance level, the Evaluation Criteria for this RFP does include consideration of whether the Project (and its leasing strategy) is consistent with community need and the target market.

4.0 APPRENTICESHIP TRAINING AND DEVELOPMENT

The Province of Manitoba is committed to apprenticeship training and development to expand Manitoba's pool of skilled labour to meet the needs of our economy. Manitoba Housing recognizes the importance of apprenticeships in residential sector developments and encourages applicants to consider procurement practices as a means to support for the use of apprentices in projects that receive capital funding contributions from Manitoba Housing. To that end, Manitoba Housing will favour Proposals that demonstrate a commitment and practical approach to incorporating apprenticeship training and development as part of their tender evaluation process.

5.0 PROJECT DEVELOPMENT SCHEDULE

As outlined in Section 4.6 of this RFP, it is anticipated that Accepted Proponents will receive a Notice of Conditional Allocation from Manitoba Housing by late August 2014. Manitoba Housing expects Accepted Proponents to apply for building permits within six (6) months of the issuance of the Notice of Conditional Allocation, with Project completion to occur within 24 months of permit approval.

Any delays with such Project milestones may result in Manitoba Housing withdrawing its Project funding commitment.

An Audited Financial Statement is to be provided to Manitoba Housing within 90 days of Project completion. This shall include verification of the expenditures of the Rental and Cooperative 55+ Housing Program based on the application for Financial Assistance.

APPENDIX “B” – FORM OF AGREEMENT

FINANCIAL ASSISTANCE AGREEMENT

This financial assistance agreement, under the HOME *Works!* Rental and Co-operative Housing Program, dated for reference _____, 20[insert year],

BETWEEN:

THE MANITOBA HOUSING AND RENEWAL CORPORATION

(“MHRC”)

- and -

[NAME OF RECIPIENT]

(the “Recipient”)

WHEREAS,

- A. With the approval of the Lieutenant Governor in Council, MHRC may make grants and loans to:
- ensure that there is an adequate supply of affordable and accessible housing stock in Manitoba; and
 - stimulate and influence the activities of the housing market to the benefit of Manitobans as a whole.
- B. MHRC has established the HOME *Works!* Rental and Co-operative Housing Program (the “Program”) to support the creation and operation of affordable rental and co-operative housing.
- C. The Recipient has applied for and MHRC has been authorized to provide a forgivable loan under the Program to assist in funding the construction, rehabilitation or conversion of residential housing units in [insert name of place] , in Manitoba (later defined as the “Housing Complex”).
- D. On completion of construction, rehabilitation or conversion, the Recipient intends to operate the Housing Complex as a rental property on the terms and conditions set out in this Agreement.

NOW, THEREFORE, the parties agree as follows:

PART I – INTERPRETATION

Section 1.00 - DEFINITIONS, INTERPRETATION AND SCHEDULES

1.01 Unless the context requires otherwise, in this Agreement:

- (a) **“Actual Project Costs”** means costs of the kind or type itemized and approved by MHRC as set out in Schedule “A”, Part 2 and actually incurred by the Recipient;
- (b) **“Approved Lender”** means a lender designated as an approved lender at the relevant time by Canada Housing and Mortgage Corporation under the National Housing Act (Canada) for all types of lending in Manitoba, or such other lender as MHRC may, in writing, approve;
- (c) **“Assisted Units”** means the [insert the minimum number of units to be rented to Eligible Tenants] Units in the Housing Complex that must be rented to Eligible Tenants;
- (d) **“Construction Contract”** means the contract referenced in clause 2.01(g) that the Recipient has entered into or will enter into to construct, rehabilitate or convert the Housing Complex as described in Schedule “A”, Part 1;
- (e) **“Design Services Contract”** means the contract for services relating to the Project entered into by the Recipient and an architect or an architectural firm;
- (f) **“Eligible Tenant”** means a tenant of the Housing Complex whose total annual gross household income at the time the tenant enters into the lease does not exceed the income limit specified by MHRC. The initial income limit to be used is set out in subsection 8.05;
- (g) **“Estimated Project Costs”** means the estimated costs of the Project approved by MHRC as set out in Schedule “A”, Part 2, Column A;
- (h) **“Final Holdback Release”** means either the date MHRC releases the holdback pursuant to subsection 6.14 or 6.15, or the date MHRC provides written notice under subsection 6.16;
- (i) **“Fiscal Year”** means the period beginning on April 1 of any year and ending on March 31 of the immediately following year;
- (j) **“Housing Complex”** means the [insert number of housing units and type of housing complex, e.g. twenty-two (22) unit residential apartment building] and related structures to be constructed or rehabilitated on the Land in accordance with this Agreement, or once it has been so constructed or rehabilitated, as the context may require;
- (k) **“Land”** means the land located at [insert civic address of location of proposed project] , in [insert name of place] , in Manitoba, and legally described in Schedule “A”, Part 1;
- (l) **“MHRC Loan”** means the financial assistance, in the form of a forgivable loan, to be advanced by MHRC to the Recipient as described in section 4.00;

- (m) **“MHRC Mortgage”** means the demand mortgage referred to in subsection 5.01;
- (n) **“Project”** means the design, financing, development and construction, rehabilitation or conversion of the Housing Complex, and acquisition of land or buildings for this purpose if applicable, all as more particularly described in Schedule “A”;
- (o) **“Term”** has the meaning given to it in section 21.00;
- (p) **“Third Party”** means any person, corporation, organization or entity other than MHRC or the Recipient;
- (q) **“this Agreement”** means this document and the Schedules listed in subsection 1.04 of this document;
- (r) **“Total Completion”** means the later of the date on which MHRC verifies that construction or rehabilitation of the Housing Complex has been completed to MHRC’s satisfaction and the date on which an occupancy permit for the completed Housing Complex has been issued or the date of a letter from the relevant municipal authority confirming that it does not issue occupancy permits;
- (s) **“Unavoidable Delay”** means any condition or cause beyond the control of the Recipient which prevents the Recipient from performing its obligations that is not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by the Recipient, and which delay is not due to financial inability;
- (t) **“Unit”** means apartments or other separate living quarters within the Housing Complex.
- 1.02 Words in the singular include the plural and words in the plural include the singular, as required by the context. The neuter gender includes the masculine and feminine genders as may be required.
- 1.03 The headings in this Agreement are for convenience of reference only and may not be used to interpret any provision of this Agreement.
- 1.04 The following schedules form a part of this Agreement:
- | | |
|--------------|---|
| Schedule “A” | Part 1: Project Description; Part 2: Estimated Project Costs; Part 3: Estimated Operating Expenses and Revenues; Part 4: Sources of Funding and Estimated Cash Flow; |
| Schedule “B” | Form of MHRC Mortgage; |
| Schedule “C” | Form of Audited Statement of Actual Costs; |
| Schedule “D” | MHRC’s Conflict of Interest Policy and Guidelines. |
- 1.05 There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement. This document and the attached schedules contain the entire agreement between the parties, and supersede all prior agreements, arrangements and understandings between the parties.

PART II – THE PROJECT

SECTION 2.00 - OBLIGATIONS AND UNDERTAKINGS OF THE RECIPIENT RELATING TO THE PROJECT

2.01 The Recipient agrees and undertakes:

- (a) to complete the Project as contemplated in Schedule “A”;
- (b) to ensure, subject to Unavoidable Delay, that Total Completion occurs no later than [insert date] , or such later date as MHRC may, in its sole discretion, agree to in writing;
- (c) to use the MHRC Loan funds solely to pay for Actual Project Costs;
- (d) to use reasonable efforts to ensure that the Actual Project Costs are kept to a minimum;
- (e) to carry out, manage and complete the Project in a professional, safe and prudent manner and in accordance with good business practices;
- (f) not to substantially change any aspect or component of the Project, except with the prior written consent of MHRC;
- (g) to enter into a stipulated price contract with a Third Party for the construction or rehabilitation of the Housing Complex;
- (h) to carry out, manage and complete the Project in accordance with The Builders' Liens Act (Manitoba) and all other applicable laws and regulatory requirements, whether federal, provincial or municipal;
- (i) to ensure that all statutory liens, builders' liens and other liens or trust claims relating to the Project are promptly paid, satisfied, released or otherwise discharged; and
- (j) to obtain such professional advice and services, inspections, certificates and reports as may be necessary to ensure the Project is completed in accordance with this Agreement, and acceptable engineering and construction standards.

SECTION 3.00 - COSTS AND FUNDING SOURCES FOR THE PROJECT

3.01 As of the date of this Agreement, the Estimated Project Costs are as set out in Schedule "A", Part 2.

3.02 The sources for financing the Actual Project Costs and responsibility for paying them are as set out in Schedule "A", Part 4.

3.03 The Recipient's estimated cash flow requirements for the Project are as set out in Schedule "A", Part 4.

- 3.04 The parties acknowledge that the Estimated Project Costs may change after the date of this Agreement. If the total Estimated Project Costs change, the Recipient must, as soon as possible, advise MHRC of the change.
- 3.05 The Recipient shall be solely responsible for any cost over-runs it may experience in the course of undertaking the Project.
- 3.06 The Recipient must obtain MHRC's written consent before borrowing funds that exceed the total amount to be financed as set out in Schedule "A", Part 4, items 2 and 3.
- 3.07 The Recipient agrees to provide MHRC with updated Schedule "A" Part 2 and Part 4, acceptable to MHRC, that reflect changes in the total Estimated Project Costs, and the corresponding changes in the amounts being financed and estimated cash flow requirements, promptly after they change.

SECTION 4.00 - MHRC LOAN

- 4.01 MHRC agrees to make a forgivable loan to the Recipient of up to the amount set out in Schedule "A", Part 4, item 4 for the purpose paying Actual Project Costs.
- 4.02 Notwithstanding any other provision of this Agreement, the Recipient must use the entire amount of the Recipient's own contribution in the amount set out in Schedule "A", Part 4, item 1 before making any requests for advance of the MHRC Loan.
- 4.03 Nothing in this Agreement creates any undertaking, commitment or obligation on the part of MHRC to provide additional funding to the Recipient for the Project.

SECTION 5.00 - MHRC MORTGAGE

- 5.01 As security for complying with its obligations under this Agreement, the Recipient agrees to grant a demand mortgage of the Land to MHRC securing a principal sum in the maximum amount that MHRC will advance under the MHRC Loan as set out in Schedule "A", Part 4, item 4. The demand mortgage shall be a [first or second] mortgage on the Land. The Recipient agrees to prepare or cause the MHRC Mortgage to be prepared in the form attached as Schedule "B" and register or cause the MHRC Mortgage to be registered in the appropriate Land Titles Office against the title to the Land.
- 5.02 MHRC agrees to postpone the MHRC Mortgage in favour of the Approved Lender in the amount of financing committed by the Approved Lender as set out in Schedule "A", Part 4, item 2 and any increase in that amount consented to by MHRC under subsection 3.06.
- 5.03 MHRC may, but is not required or obligated to, agree to postpone the MHRC Loan for the following purposes:
 - (a) to permit refinancing of a mortgage registered in priority to the MHRC Mortgage to obtain more favourable terms in respect of interest rate, monthly payment, or other reasons agreed to by MHRC;
 - (b) to finance, at rates no greater than current market rates, cost over-runs or the cost of repairs; or

- (c) to facilitate the making of advances on a mortgage registered in priority to the MHRC Mortgage which was not fully advanced at the time of registration of the MHRC Mortgage, if the principal amount of such prior mortgage has not been increased.

SECTION 6.00 - MHRC LOAN ADVANCES

EVERY REQUEST

6.01 Every request for MHRC to advance MHRC Loan funds must be in writing and include:

- (a) a written report detailing the status of the Project; and
- (b) an itemized list of Actual Project Costs, incurred between the date of the last request and the current request, with supporting invoices and if applicable, the progress payment certificate issued by the payment certifier attached.

FIRST REQUEST

6.02 MHRC will not make the first advance until the Recipient provides MHRC with:

- (a) a copy of the signed commitment letter from the Approved Lender committing to finance the amount set out in Schedule "A", Part 4, item 2, and from any other lenders committing to finance an amount set out in Schedule "A", Part 4;
- (b) the results of a Phase I Environmental Site Assessment of the Land and any existing structures, indicating that the Land and any existing structures are safe for the proposed use, and if a Phase II Environmental Site Assessment is recommended in the Phase I assessment, the results of a Phase II Environmental Site Assessment indicating that the Land and any existing structures are safe for the proposed use;
- (c) a copy of the Design Services Contract;
- (d) a copy of the Construction Contract;
- (e) a copy of the performance bond issued by a corporation authorized to carry on a suretyship business in Manitoba, or of an irrevocable letter of credit in favour of the Recipient, securing the performance of the Construction Contract in an amount not less than 50% of the value of the Construction Contract;
- (f) evidence that the MHRC Mortgage has been registered in the appropriate Land Titles Office and that it has the priority of registration called for in subsection 5.01; and
- (g) the certificate of insurance required under subsection 13.06.

EVERY REQUEST AFTER FIRST REQUEST

6.03 With every request for advance made after the first request, the Recipient must include a copy of a statutory declaration made by the contractor in form and content satisfactory to MHRC declaring:

- (a) that all sub-contractors, suppliers and other parties retained by the contractor and involved in the Project have been paid in full for work, materials or equipment

performed or provided before the date on which the immediately preceding request for advance was made to MHRC by the Recipient except for lien holdback monies properly retained; and

- (b) that the contractor is not aware of any liens that have been registered or trust claims made in relation to the Project up to the date of the request, or that any liens registered or trust claims made in relation to the Project as of the date of the request have been discharged or satisfied or adequate provision for the discharge or satisfaction has been made.

REQUEST MADE AFTER COMPLETION OF ROOF AND EAVES

6.04 With the first request for advance made after the roof and eaves of the Housing Complex have been constructed, the Recipient must also include:

- (a) a current building location certificate prepared by a qualified Manitoba land surveyor confirming that there are no encroachments by buildings or other structures from the Land onto adjoining properties nor by buildings or other structures from adjoining properties onto the Land; and

(b) either:

- i. a zoning memorandum or a letter issued by the relevant municipal authority confirming that, based upon the surveyor's building location certificate referred to above, the Housing Complex and all other structures on the Land comply with all applicable zoning by-laws or regulations as to yards and alignments; or
- ii. a letter from the relevant municipal authority confirming that there are no current zoning by-laws or regulations in effect with respect to yards and alignments affecting the Land, the Housing Complex or any other structures on the Land.

FINAL REQUEST

6.05 With the final request for advance, or in any event before the last advance is made, the Recipient must provide or have provided a copy of a valid, final unconditional occupancy permit for the Housing Complex issued by the municipal authority having jurisdiction, or a letter from the municipal authority having jurisdiction confirming that the municipality does not issue occupancy permits, as well as copies of all licences and permits (if any) required by the Recipient for it to operate the Housing Complex.

INSPECTIONS, APPROVALS AND ADVANCES

6.06 Every time MHRC receives a request for advance that includes the requisite documentation, MHRC may inspect one or more of the Land, the Housing Complex and the Recipient's Project records to determine if the work completed is consistent with the status report and itemized listing of Actual Project Costs submitted with the request and otherwise complies with this Agreement. If MHRC is satisfied that the work is consistent with the request and is satisfied that the Recipient is not then in breach of or in default of this Agreement, MHRC will approve the request.

- 6.07 If MHRC is not prepared to approve a request for advance, MHRC will advise the Recipient of the deficiencies, concerns, breaches or defaults that the Recipient must correct or address, and will advise the Recipient of the amount of funds being withheld, if any, as permitted by subsection 6.13.
- 6.08 MHRC agrees to make advances as soon as reasonably possible after it approves a request.

INSPECTIONS

- 6.09 MHRC may inspect the Land, the Housing Complex and the Project records at any other times to determine whether or not to approve a request to advance MHRC Loan funds.
- 6.10 The Recipient agrees to cooperate in any inspections, and to grant MHRC and its representatives access at all reasonable times to the Land, the Housing Complex, the Project records, and to the Recipient's premises for these purposes if the premises are not situated on the Land.

UNAUDITED AND AUDITED STATEMENTS OF PROJECT COSTS

- 6.11 Thirty days before the date by when Total Completion is required to occur according to clause 2.01(b), the Recipient must provide MHRC with an unaudited statement of the Actual Project Costs incurred to that date, and the Estimated Project Costs still to be incurred, up to Total Completion.
- 6.12 Within 90 days after Total Completion, the Recipient must provide MHRC with an audited statement of the Actual Project Costs as compared to the Estimated Project Costs ("Audited Statement of Costs"), prepared by a chartered accountant (CA), certified general accountant (CGA) or certified management accountant (CMA) registered for practice in public accounting, who is a member in good standing of a Canadian organization authorized to regulate the profession, in the form attached as Schedule "C".

HOLDBACK AND EXCESS ADVANCES

- 6.13 MHRC may withhold all or part of the MHRC Loan a Recipient requests MHRC to advance until the Recipient corrects deficiencies or addresses concerns identified in an inspection carried out under subsection 6.06 or subsection 6.09.
- 6.14 In addition to any funds held back under subsection 6.13, MHRC will not release the last [\$0.00] until the Recipient has:
- (a) provided the Audited Statement of Costs referred to in subsection 6.12 and it is satisfactory to MHRC; and
 - (b) otherwise complied with all of the provisions of this Agreement.
- 6.15 If the Audited Statement of Costs indicates that the net Actual Project Costs are less than the total Estimated Project Costs, instead of releasing the last [\$0.00 (same sum as ss.6.14)], MHRC will only release an amount equal to the net Actual Project Costs less what MHRC has already advanced.

- 6.16 If, when the Audited Statement of Costs is received by MHRC, MHRC has already advanced funds in an amount that is greater than the net Actual Project Costs set out in the Audited Statement of Costs,
- (a) the last [\$0.00 (same sum as ss. 6.14)] will not be released, and
 - (b) the difference between the amount already advanced by MHRC and the net Actual Project Costs becomes a debt due immediately to MHRC, payable on demand, and may, in MHRC's sole discretion, be set off against any amounts payable by MHRC to the Recipient under this Agreement or any other contract.

If this is the case, MHRC will provide written notice to the Recipient of the amount due.

GENERAL

- 6.17 The Recipient may amend a request for advance, but all amendments must be in writing.
- 6.18 At any time during the Term, MHRC may in its sole discretion request any other documentation and information relating to the Project, the Land, the Housing Complex, the tenants of the Housing Complex or the Recipient, including (without limitation) an appraisal as to the value of the Housing Complex, evidence that real property taxes have been paid or that the requisite insurance is in force. The Recipient agrees to provide the requested documentation and information to MHRC.
- 6.19 MHRC may in its sole discretion waive the requirement, or extend the time, to provide one or more of the documents referred to in subsections 6.02, 6.03, 6.04, 6.05, 6.11 and 6.12.

PART III – OPERATING AND MANAGING THE HOUSING COMPLEX

SECTION 7.00 - OBLIGATIONS AND UNDERTAKINGS OF THE RECIPIENT RELATING TO THE HOUSING COMPLEX

- 7.01 The Recipient agrees and undertakes:
- (a) to operate, manage, maintain and repair the Housing Complex in accordance with this Agreement, all applicable laws and regulations including, without limitation, The Residential Tenancies Act (Manitoba), The Public Health Act (Manitoba) and The Human Rights Code (Manitoba), and good business practices;
 - (b) to rent Assisted Units only to Eligible Tenants unless otherwise agreed to by MHRC in writing, at the rate determined in accordance with this Agreement, in each month of the Term.
- 7.02 The Recipient shall be solely responsible for funding any deficits that it may experience in the course of operating and managing the Housing Complex.

7.03 Nothing in this Agreement creates any undertaking, commitment or obligation on the part of MHRC to provide future or ongoing funding to the Recipient to operate or manage the Housing Complex.

SECTION 8.00 - RENTAL OF UNITS

8.01 For every lease entered into until the Housing Complex has been in operation for 12 months following Total Completion, each Unit rented to an Eligible Tenant shall be rented at the monthly rent as approved by MHRC and set out in Schedule "A", Part 3 unless MHRC agrees to another amount. Monthly rent includes the costs of heat, water and electricity to the Unit.

8.02 Subject to subsection 8.03, after the Housing Complex has been in operation for 12 months following Total Completion, notwithstanding that the rent regulation provisions in *The Residential Tenancies Act* (Manitoba) and its regulations (the "RTA") are or may not be applicable to the Units, the Recipient may only increase the rent for a Unit rented to an Eligible Tenant during the Term at the time and by the amount that would be permitted by the RTA, if the rent regulation provisions of the RTA applied.

8.03 In addition to any rent increase implemented in accordance with subsection 8.02, MHRC may in its sole discretion approve a further rent increase if:

(a) the Recipient applies to MHRC for an increase because of extraordinary increases in eligible operating expenses (as defined in the RTA); and

(b) the application includes, in respect of the Housing Complex:

- i. a description of the increases in eligible operating expenses;
- ii. the Recipient's two most recent annual financial statements;
- iii. a projected budget for operations; and
- iv. any additional information requested by MHRC.

8.04 The Recipient agrees to verify and record a prospective tenant's name, household size and composition, and total annual gross household income before permitting the individual to occupy an Assisted Unit. The Recipient must determine whether a prospective tenant is an Eligible Tenant or not and must designate this determination in the record. The Recipient must retain these records and any documentation used to verify a prospective tenant's eligibility, for at least three (3) years following the end of the Term.

8.05 As of the date of this Agreement, the income limit to be used in determining the eligibility of a prospective tenant is [insert \$ amount], which is [if less than 100% of 2QFI, state percentage, as follows: ___% of] the upper limit of the second quintile family income for Manitoba, based on the most recent Statistics Canada data. When MHRC changes the income limit to be used, it must notify the Recipient of the new amount.

SECTION 9.00 - REPAYMENT AND CONDITIONS OF FORGIVENESS

9.01 The MHRC Loan shall be repayable by the Recipient to MHRC in 180 equal consecutive monthly instalments of [insert \$0.00] commencing on the first day of the month following Final Holdback Release.

- 9.02 In each month of the Term following Final Holdback Release in which Eligible Tenants rent Assisted Units, and if the Recipient is not then in default under this Agreement, MHRC agrees to forgive the entire MHRC Loan instalment payable for that month.
- 9.03 If in any month of the Term following Final Holdback Release the Recipient fails to lease all Assisted Units to Eligible Tenants and in MHRC's opinion, the Recipient has not made reasonable efforts to rent Assisted Units to Eligible Tenants, the Recipient is in default under this Agreement and MHRC may exercise the remedies set out in clauses 19.01(c) or 19.01(d).
- 9.04 If, prior to the expiration of the Term, the Recipient leases, sells, conveys or transfers, or agrees to lease, sell, convey or transfer, the Land or the Housing Complex, in whole or in part, or any of the Recipient's interest in the Land or the Housing Complex, to anyone without obtaining prior written approval from MHRC, the full amount of the MHRC Loan then outstanding and unpaid becomes immediately payable. MHRC agrees not to unreasonably withhold its approval but may impose such conditions on its approval as MHRC, in its sole discretion, considers appropriate. This subsection does not require the Recipient to obtain MHRC's prior written consent to rent or agree to rent Units to tenants as contemplated in this Agreement.
- 9.05 For the purposes of subsection 9.04, the Recipient will be deemed to have sold, conveyed or transferred the Land or Housing Complex if:
- (a) ownership of the Land or Housing Complex changes by operation of law (for example, if the Recipient's corporate existence ceases or if the Recipient amalgamates with one or more other corporations); or
 - (b) the Recipient is a share corporation and there is a change in the ownership of the issued shares of the Recipient such that voting control changes hands (voting control meaning the right to exercise more than 50% of all of the voting rights attached to the issued share capital of the Recipient).

SECTION 10.00 - INSPECTION OF THE HOUSING COMPLEX

- 10.01 MHRC may inspect the Housing Complex at any reasonable times to satisfy itself that the Housing Complex is being operated, maintained and repaired in accordance with this Agreement. The Recipient agrees to cooperate in any such inspections, and to grant MHRC and its representatives access at all reasonable times to the Housing Complex and the Land, to records relating to the Housing Complex, and to the Recipient's premises for these purposes if they are not situated on the Land.

PART IV - GENERAL

SECTION 11.00 - RECORDS, REPORTS, MONITORING AND AUDITS

- 11.01 Throughout the Term and for at least three (3) years following the end of the Term, the Recipient agrees to keep:
- (a) the records necessary to properly manage the Project and operate the Housing Complex, including accurate and complete financial and accounting records, prepared in accordance with generally accepted accounting principles; and

- (b) records of Eligible Tenants including the tenant's name, household size and composition, rent charged, length of tenancy, total annual gross household income, and any documents used to verify a tenant's eligibility.

The Recipient agrees to provide these records to MHRC on MHRC's request.

- 11.02 The Recipient agrees that MHRC and its representatives may inspect and audit all records relating to the Project, Eligible Tenants and the Housing Complex, or this Agreement at all reasonable times. The Recipient agrees to provide reasonable facilities for such inspections and audits, and provide copies of or extracts from any records that MHRC or its representative may reasonably request.
- 11.03 Throughout the Term and for at least three (3) years following the end of the Term, the Recipient agrees to prepare such reports and maintain such statistics relating to the Housing Complex and tenants of the Units as may be requested by MHRC from time to time to evaluate the Program.

SECTION 12.00 - CONFLICT OF INTEREST POLICY

- 12.01 The Recipient agrees to have a conflict of interest policy in place at all times while this Agreement is in effect, and to ensure that its conflict of interest policy meets or exceeds the standards and requirements set out in MHRC's Conflict of Interest Policy and Guidelines attached as Schedule "D". The Recipient agrees to abide by its policy and to require all of its officers, employees and agents to abide by such policy as a condition of employment or engagement by the Recipient. The Recipient agrees to provide a copy of its conflict of interest policy on request of MHRC.

SECTION 13.00 - INSURANCE

- 13.01 The Recipient agrees to purchase and maintain throughout the Term:
 - (a) commercial general liability insurance against claims for personal and bodily injury, death, or damage to property of others, arising out of all operations of the Recipient, its officers, employees, contractors or agents that are funded by this Agreement;
 - (b) prior to commencement of the construction phase of the Project and until construction is completed, "builder's risk" insurance covering the Housing Complex for the full replacement value in an amount not less than the Estimated Project Costs; and
 - (c) from and after completion of the construction phase of the Project, "all risks" property insurance covering the Housing Complex for the full replacement cost.
- 13.02 Without limiting or restricting the generality of subsection 13.01 above, such insurance must:
 - (a) name MHRC, its officers, employees, and agents as Additional Insureds with respect to the commercial general liability insurance coverage relating to the operations performed under this Agreement;

- (b) indicate MHRC's financial interest in the "builder's risks" and "all risks" property insurance coverage as a mortgagee, which insurance coverage shall be subject to the standard mortgage clause approved by the Insurance Bureau of Canada;
 - (c) if the Recipient is a non-profit organization, provide \$2,000,000.00 aggregate non-profit organization directors' and officers' liability insurance;
 - (d) provide \$2,000,000.00 per occurrence minimum limits of third party liability coverage; and
 - (e) contain a clause which states that the insurer will not cancel the policy without giving thirty (30) days' prior notice in writing to MHRC.
- 13.03 The Recipient agrees that it will not cancel, materially alter, cause or allow the insurance coverage required under this Agreement to lapse without giving 30 days' prior written notice to MHRC.
- 13.04 The Recipient agrees to waive any rights of subrogation it may have in respect of the insurance coverage referred to in this section, in favour of MHRC.
- 13.05 It is the responsibility of the Recipient to determine the appropriate amount and terms of the insurance coverage required under clauses 13.01(a), (b) and (c) and whether errors and omissions or professional liability insurance or any other insurance is necessary or advisable but the amounts and terms must be consistent with the requirements of subsections 13.01 and 13.02.
- 13.06 Prior to making the first request for advance of the MHRC Loan, and thereafter on each anniversary of the policy renewal date during the Term, the Recipient must submit a certificate of insurance to MHRC, evidencing the required insurance.
- 13.07 The Recipient must ensure that all of its employees and all contractors, subcontractors and their employees:
- (a) involved in the construction, rehabilitation or conversion are covered by workers' compensation insurance as required under The Workers Compensation Act (Manitoba); and
 - (b) working in the Housing Complex or on the Land are covered by workers' compensation insurance as may be required under The Workers Compensation Act (Manitoba).
- 13.08 The Recipient must not do or omit to do anything or permit anything to be done or not to be done which will in any way impair or invalidate its insurance coverage.

SECTION 14.00 - NON-LIABILITY OF MHRC

- 14.01 MHRC's responsibility with respect to the Land, the Project and the Housing Complex is limited to providing financial assistance to the Recipient in accordance with the terms and conditions set out in this Agreement.
- 14.02 MHRC shall not be liable for any injury to or loss or damage suffered by the Recipient, or the Recipient's officers, employees, agents or contractors, including (without limitation)

death or economic loss, caused by or in any way related to the performance of this Agreement, the carrying out of the Project or the operation of the Housing Complex.

SECTION 15.00 - INDEMNIFICATION BY RECIPIENT

15.01 The Recipient shall use due care in carrying out the Project, in the performance of its obligations under this Agreement, and in the operation of the Housing Complex to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

15.02 The Recipient shall be solely responsible for and shall save harmless and indemnify MHRC, The Government of Manitoba and its Ministers, and their respective officers, employees and agents from and against all claims, liabilities and demands with respect to any injury to persons (including, without limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights caused by, or related to:

- (a) the Project or the Land;
- (b) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, or its officers, employees, agents or contractors;
- (c) the on-going operation, maintenance or repair of the Housing Complex or any activities related to the operation of the Housing Complex; and
- (d) any omission or wrongful or negligent act of the Recipient, or its officers, employees, agents or contractors;

together with all costs, expenses and fees associated therewith including, without limitation, legal costs on a solicitor and own client basis, except to the extent that such claims arise directly from any omission or wrongful or negligent act of MHRC, or its officers, employees or agents while acting within the scope of their employment with or engagement by MHRC. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 16.00 - THIRD PARTY CONTRACTS

16.01 The Recipient shall ensure that any contracts entered into with any Third Party in respect of the Project or the Housing Complex shall:

- (a) be in accordance with good business practices and any requirements which may be reasonably stipulated by MHRC;
- (b) be consistent with the terms and conditions of this Agreement;
- (c) provide that the Third Party shall comply with all applicable legislation and standards, whether federal, provincial or municipal, including, without limitation, labour, environmental, human rights and workers' compensation legislation;
- (d) provide that the Third Party shall be solely responsible for and shall save harmless and indemnify MHRC, The Government of Manitoba and its Ministers, and their respective officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to any injury to persons (including, without

limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights caused by, or related to:

- i. the performance of the contract, or the breach of any term or condition of the contract by the Third Party or its officers, employees or agents; and
- ii. any omission or wrongful or negligent act of the Third Party, or its officers, employees, agents or subcontractors,

together with all costs, expenses and fees associated therewith including, without limitation, legal costs on a solicitor and own client basis, except to the extent that such claims arise directly from any omission or wrongful or negligent act of MHRC, or its officers, employees or agents while acting within the scope of their employment with or engagement by MHRC; and

- (e) provide that the Third Party shall maintain all of its records relating to the contract between the Recipient and the Third Party and that, on MHRC's request, the Third Party shall provide MHRC with invoices and any other supporting documentation required by MHRC relating to the contract including, if applicable, verification of the Actual Project Costs itemized in a request for advance made in relation to the Project.

16.02 Upon the request of MHRC, the Recipient shall provide a copy of any contract entered into with a Third Party respecting the Project or the Housing Complex.

16.03 Any Third Party with which the Recipient enters into a contract in relation to the Project or the Housing Complex that is a corporation shall be registered and in good standing under the laws of Manitoba.

SECTION 17.00 - REPRESENTATIONS AND WARRANTIES

17.01 The Recipient represents and warrants that, as of the date of this Agreement:

(a) it is the registered owner, or is entitled to be the registered owner, of the Land;

(b) it possesses all rights, interests, powers and expertise necessary to:

- i. properly undertake the Project;
- ii. properly operate and manage the Housing Complex; and
- iii. perform its other obligations under this Agreement;

(c) to the best of the Recipient's knowledge, the Recipient has funds available from its own sources or through financing arranged by the Recipient, free of any pre-conditions other than as disclosed by the Recipient to MHRC, which, together with the MHRC Loan funds, will be sufficient to cover the cost to complete the Project;

(d) there are no actions, suits or any legal proceedings pending or, to the knowledge of the Recipient, threatened against or adversely affecting the Recipient which might materially affect the financial condition of the Recipient or its ability to complete the Project; and

(e) if the Recipient is a corporation:

- i. it is a valid and existing corporation, duly registered under The Corporations Act (Manitoba) to carry on business in Manitoba;
- ii. it has the corporate power and authority to enter into and deliver, and perform the obligations of the Recipient under, this Agreement and the MHRC Mortgage; and
- iii. all necessary corporate actions or other proceedings have been taken to authorize the Recipient to enter into and deliver, and perform the obligations of the Recipient under, this Agreement and the MHRC Mortgage.

17.02 The Recipient acknowledges that MHRC has entered into this Agreement relying on the above representations and warranties. The Recipient agrees to advise MHRC of any event, condition or circumstance occurring during the Term that would make a representation or warranty made in subsection 17.01 untrue or misleading if the Recipient were required to make it at the time of the occurrence.

SECTION 18.00 - EVENTS OF DEFAULT

18.01 The Recipient is in breach of and in default under this Agreement if at any time:

- (a) the Recipient becomes, or is about to become, 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;
- (b) an order is made or resolution is passed for the dissolution or winding-up of the Recipient or it is otherwise likely to lose its corporate status;
- (c) the Recipient ceases to carry out, manage or complete the Project;
- (d) the Recipient ceases to operate or manage the Housing Complex;
- (e) the Recipient knowingly makes false statements or entries in any invoices, documents or records required to be presented, kept, maintained or provided under this Agreement;
- (f) the Recipient is in default under, or has breached, this Agreement or the MHRC Mortgage;
- (g) the Recipient is in default under any other agreements, present or future, relating to the Project, the Housing Complex or the Land which could adversely affect MHRC's security;
- (h) any creditor of the Recipient attaches or garnishes any Project funds, or seizes or encumbers the Housing Complex, or the Land or any substantial asset used in connection with the Housing Complex, or the Land, or the Project;
- (i) any representation or warranty made by the Recipient is false or misleading in any material respect;
- (j) in the opinion of MHRC, the Recipient has failed to proceed diligently with the Project, including, but not limited to, failure to meet deadlines or milestones stipulated in this Agreement except where such failure is due to Unavoidable Delay;

(k) in the opinion of MHRC, there is a material adverse change in risk in the Recipient's ability to carry out, manage or complete the Project or to operate or manage the Housing Complex; or

(l) MHRC is reasonably of the opinion that:

- i. the Recipient is not carrying out, managing or completing the Project or managing or operating the Housing Complex, in accordance with the terms and conditions of this Agreement; or
- ii. the Recipient has failed to comply with, or is about to fail to comply with, any of its obligations or undertakings under this Agreement.

18.02 The Recipient agrees and undertakes to give MHRC prompt written notice of the occurrence of any event which constitutes or may, with the passage of time, constitute a breach or default under this Agreement.

SECTION 19.00 - CONSEQUENCES OF DEFAULT

19.01 If the Recipient is in breach of or in default under this Agreement, MHRC may do or require one or more of the following:

- (a) withhold all or part of any advance under this Agreement until the Recipient has remedied the breach, default or failure to the satisfaction of MHRC;
- (b) set off against any advance under this Agreement by MHRC any amount payable by the Recipient to MHRC under this Agreement or under any other contract;
- (c) demand in writing that the Recipient promptly pay any amount due and payable under this Agreement; and
- (d) immediately terminate this Agreement by notice in writing to the Recipient, effective on receipt.

19.02 Upon MHRC providing notice of termination of this Agreement:

- (a) the portion of the MHRC Loan that has not been forgiven shall become immediately due and payable and such amount shall constitute a debt due and owing to MHRC; and
- (b) MHRC shall be under no obligation to make further advances to the Recipient.

SECTION 20.00 - PUBLIC ANNOUNCEMENTS

20.01 The Recipient shall ensure that any and all communications, publications, advertising and news releases referring to the Project include appropriate acknowledgement, in terms satisfactory to MHRC, of MHRC's contribution. The Recipient shall notify MHRC in advance of any and all such communication activities, publications, advertising and news releases.

20.02 MHRC may make public announcements and hold official ceremonies and special events respecting the Project where such announcements, ceremonies or events are indicated and appropriate, and shall arrange such announcements, ceremonies or events jointly with the Recipient.

20.03 Where directed to do so by MHRC, the Recipient shall erect such signs, including a permanent interior sign or plaque, which signs or plaque shall be maintained by the Recipient until permission for its removal is given by MHRC.

SECTION 21.00 - TERM OF AGREEMENT

21.01 This Agreement comes into effect on the date it is executed by both parties and shall remain in force for 15 years following Final Holdback Release in accordance with this Agreement, unless terminated earlier in accordance with this Agreement.

SECTION 22.00 - GENERAL

22.01 This Agreement shall enure to the benefit of MHRC, its successors and assigns, and be binding upon the heirs, executors, administrators, successors and permitted assigns of the Recipient.

22.02 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.

22.03 Any waiver by MHRC of any failure, default or breach under this Agreement by the Recipient shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or any other failure, default or breach.

22.04 If any provision of this Agreement is for any reason held to be invalid or unenforceable, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid or unenforceable provision had never been included in this Agreement.

22.05 If the Recipient is more than one entity, person or individual, the obligations of the Recipient in this Agreement are joint and several obligations of each of them. Liability for a single Recipient's breach can be enforced against all of the Recipients or any one or more of them.

22.06 The Recipient shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of MHRC, which consent shall not unreasonably be withheld. No assignment or transfer of this Agreement shall relieve the Recipient of any obligations under this Agreement, except to the extent that they are properly performed by the Recipient's permitted assigns or transferees.

22.07 Those sections containing obligations and indemnifications that by their very nature are intended to survive the termination or expiration of this Agreement shall survive the expiration or termination of this Agreement.

22.08 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba and of Canada as may be applicable. Any disputes in relation to this Agreement that MHRC and the Recipient seek to resolve through the courts shall be brought exclusively in a court of applicable jurisdiction located in Manitoba.

23.04 MHRC or the Recipient may change its own address and other information set out in subsection 23.01 by giving notice in writing to the other party.

THIS AGREEMENT has been executed on behalf of The Manitoba Housing and Renewal Corporation, by its duly authorized representatives, and on behalf of [insert name of Recipient] , by its duly authorized representatives, on the dates noted below.

THE MANITOBA HOUSING AND RENEWAL CORPORATION

Per: _____

Per: _____

DATE: _____

SIGNED IN THE PRESENCE OF:

[INSERT NAME OF RECIPIENT]

Witness

Per: _____

Signature

Position

Witness

Per: _____

Signature

Position

I/we have authority to bind the Recipient.

DATE: _____

PART V - DESCRIPTION OF SCHEDULES

SCHEDULE "A"

| | |
|--|---------|
| PART 1: PROJECT DESCRIPTION | 2 pages |
| PART 2: ESTIMATED PROJECT COSTS | 1 page |
| PART 3: ESTIMATED OPERATING EXPENSES AND REVENUES | 1 page |
| PART 4: SOURCES OF FUNDING AND ESTIMATED CASH FLOW | 1 page |

| | |
|--|---------|
| SCHEDULE "B" - FORM OF MHRC MORTGAGE AND SCHEDULE TO MORTGAGE | 3 pages |
|--|---------|

| | |
|---|--------|
| SCHEDULE "C" - FORM OF AUDITED STATEMENT OF ACTUAL COSTS | 1 page |
|---|--------|

| | |
|---|---------|
| SCHEDULE "D" – MHRC'S CONFLICT OF INTEREST POLICY AND GUIDELINES | 3 pages |
|---|---------|

APPENDIX “C” – ELIGIBLE PROJECT CAPITAL COSTS

A Project's total eligible capital costs are defined by Manitoba Housing and include:

- Land acquisition
- Municipal servicing
- Landscaping
- Construction, acquisition and rehabilitation, or conversion
- Hard furnishings
- Net soft costs

Within the above categories, only those items in keeping with individual project requirements are used to determine eligible project capital costs. The cost of acquiring excess land which is intended for future development is not eligible. Municipal service costs are to be prorated with other potential users and must not exceed a reasonable cost per unit of the housing to be serviced.

The cost of freehold land, or the capitalized value of the ground rent in the case of leasehold land, must not exceed the market value at its highest and best use as estimated by a qualified appraiser. For existing properties, the acquisition costs should not exceed the 'as is' market value, as estimated by a qualified appraiser.

Hard furnishings required for the operation of the eligible designated residential component are eligible costs. Hard furnishings generally include appliances, built-ins, non-movables and major pieces of maintenance equipment. Additional furnishings which are appropriate to the project may be eligible, such as lounge furniture and drapes. Soft furnishings such as bed linen, tablecloths, dishes and cutlery are not eligible.

Net soft costs include the following items, but less any revenue (e.g., rent, interest, etc.) received prior to the interest adjustment date (IAD):

- Architect and engineering fees
- Resource group fees
- Other consultants' fees
- The cost of permits, levies and impost charges
- Taxes
- Insurance during construction
- Interest on advances during construction
- Interest charges on interim financing
- Organization expenses
- Legal fees
- Audits
- Enrolment in recognized provincial warranty programs
- Advertising costs for tenders
- Lenders' and brokerage fees
- Other costs as deemed eligible by Manitoba Housing's sole discretion

A modest amount of amenity / common space is an eligible project capital cost. All other Non-Residential Portions of a Project, along with any other capital costs unrelated to the development of Affordable Seniors Housing, are ineligible project capital costs.

APPENDIX “D” – AFFORDABLE RENTS

Affordable Rents refer to the maximum monthly rent, inclusive of essential utilities (heat, hydro, and water), for a designated market area and unit type. Affordable Rents are established based on annual surveys conducted by the Canada Mortgage and Housing Corporation (CMHC).

Applicable affordable rental rates for the Province of Manitoba, as they relate to this RFP, are currently as follows:

| 2014 Affordable Housing Rental Program Rents - All Utilities Included (gas, heat and water) | | | |
|--|--------------------|------------------|------------------|
| Community | | 1 Bedroom | 2 Bedroom |
| Winnipeg and Catchment | | \$772 | \$983 |
| Southern Other Urban/ Rural | Brandon | \$653 | \$804 |
| | Portage La Prairie | \$643 | \$788 |
| | Selkirk | \$668 | \$788 |
| | Steinbach | \$643 | \$788 |
| | Winkler | \$668 | \$788 |
| Northern Other Urban/Rural | Thompson | \$675 | \$817 |
| | The Pas/Flin Flon | \$643 | \$803 |
| | Churchill | \$580 | \$817 |
| Southern Non-Market | | \$587 | \$707 |
| Northern Non-Market | | \$587 | \$677 |

APPENDIX “E” – AFFORDABLE RENT CATCHMENT AREAS (Page 1 of 2)

| Catchment Areas | | | | | | | | |
|-----------------------------------|---------------------------|-------------------|----------------|---------------------|------------------|--------------|--------------|--------------|
| Community | | | | | | | | |
| Winnipeg | Anola | Argyle | Balmoral | Birds Hill | Blumenort | Brunkild | Carman | Cooks Creek |
| | Dacotah | Domain | Dufrense | Dugald | Elie | Garson | Glenlea | Grand Pointe |
| | Grosse Isle | Headingley | Hazelglen | Hazelridge | Ile Des Chenes | La Salle | Landmark | Lockport |
| | Lorette | Meadows | New Bothwell | Niverville | Oak Bluff | Oakbank | Osborne | Otterburne |
| | Randolph | Rosser | St. Adolphe | St. Francois Xavier | Sanford | Springstein | Starbuck | Ste. Agathe |
| | Stonewall | Stony Mountain | Tyndall | Warren | Woodlands | | | |
| Southern Other Urban/Rural | Brandon | | | | | | | |
| | Alexander | Beresford | Birtle | Brookdale | Carberry | Carroll | Chater | Dauphin |
| | Douglas | Forrest | Gilbert Plains | Glenboro | Justice | Kemnay | Killarney | Minnedosa |
| | Moore Park | Neepawa | Nesbitt | Rapid City | Rivers | Rounthwaite | Russell | Shilo |
| | Sprucewoods | Treesbank | Virden | Wawanesa | | | | |
| | Portage la Prairie | | | | | | | |
| | Austin | Bagot | Delta Beach | Fortier | Gladstone | High Bluff | Macdonald | MacGregor |
| | Newton | Oakland | Oakville | Poplar Point | Rosendale | Sidney | St. Eustache | Westbourne |
| | Selkirk | | | | | | | |
| | Arborg | Beausejour | Brokenhead | Clandeboye | Cromwell | East Selkirk | Fraserwood | Gimli |
| | Gunton | Komarno | Lac du Bonnet | Ladywood | Libau | Matlock | Netley | Petersfield |
| | Pinawa | Ponemah | Teulon | Whytewold | | | | |
| | Steinbach | | | | | | | |
| | Grunthal | La Broquerie | Mitchell | St. Anne | St. Pierre-Jolys | | | |
| | Winkler | | | | | | | |
| Altona | Crystal City | Emerson | La Riviere | Lowe Farm | Manitou | Miami | Morris | |
| Morden | Pilot Mound | Plum Coolie | Rosenfeld | Rosenort | | | | |
| Northern Other Urban/Rural | Thompson | | | | | | | |
| | Wabowden | | | | | | | |
| | The Pas/Flin Flon | | | | | | | |
| | Big Eddy | Cranberry Portage | Umperville | Young's Point | | | | |
| Churchill | | | | | | | | |

APPENDIX “E” – AFFORDABLE RENT CATCHMENT AREAS (Page 2 of 2)

| | | | | | | | | |
|----------------------------|----------------------------|----------------|---------------|-----------------------|----------------|-----------------|-------------------|------------------------|
| Southern Non-Market | Alonsa | Angusville | Amaranth | Ashern | Bacon Ridge | Baldur | Barrows | Bellsite |
| | Belmont | Benito | Berens River | Binscarth | Birch River | Bissett | Boggy Creek | Boissevain |
| | Bowsman | Briggs Spur | Broad Valley | Camperville | Cartwright | Cayer | Chatfield | Clearwater |
| | Cowan | Crane River | Cypress River | Deloraine | Dominion City | Duck Bay | Ebb and Flow | Eddystone |
| | Elkhorn | Elm Creek | Elphinstone | Erickson | Eriksdale | Ethelbert | Fairford | Fisher Bay |
| | Fisher Branch | Fork River | Foxwarren | Glenella | Goodlands | Grand Marais | Grandview | Great Falls |
| | Gretna | Hadashville | Hamiota | Hartney | Haywood | Hodgson | Holland | Inglis |
| | Inwood | Kelwood | Kenton | Kinosota | Langruth | Laurier | Letellier | Little Grand Rapids |
| | Lundar | Mafeking | Mallard | Manigotagan | Marchand | McAuley | McCreary | Meadow Portage |
| | Melita | Middlebro | Miniota | Minitonas | Minto | Molson | Moosehorn | Napinka |
| | Narcisse | National Mills | Newdale | Notre Dame de Lourdes | Novra | Oak Lake | Oak Point | Oakburn |
| | Ochre River | Onanole | Pierson | Pine River | Piney | Plumas | Poplarfield | Powerview - Pine Falls |
| | Prawda | Rathwell | Reedy Creek | Reston | Richer | Riding Mountain | Riverton | Roblin |
| | Rock Ridge | Rorketon | Rossburn | Salt Point | San Clara | Sandy Lake | Seymourville | Shoal Lake |
| | Sifton | Silver Ridge | Somerset | Souris | South Junction | Spence Lake | Sprague | St. Ambrose |
| | St. Claude | St. Genevieve | St. Georges | St. Jean Baptiste | St. Laurent | St. Lazare | St. Leon | St. Malo |
| | St. Rose du Lac | Stead | Strathclair | Swan Lake | Swan River | Tolstoi | Traverse Bay | Treherne |
| | Vassar | Victoria Beach | Vista | Vita | Vogar | Waskada | Waterhen | Whitemouth |
| | Winnipegosis | Woodridge | | | | | | |
| | Northern Non-Market | Brochet | Cormorant | Cross Lake | Dawson Bay | Easterville | Gillam | Gods Lake Narrows |
| Granville Lake | | Ilford | Leaf Rapids | Lynn Lake | Moose Lake | Nelson House | Norway House | Oxford House |
| Pelican Rapids | | Pikwitonei | Poplar River | Red Sucker Lake | Sherridon | Snow Lake | South Indian Lake | Thicket Portage |
| Wanless | | | | | | | | |

APPENDIX “F” – MODESTY ASSURANCE

Modesty assurance refers to modest unit sizes and amenities, in accordance with Rental and Cooperative 55+ Housing Program guidelines and specific criteria. These criteria are as follows:

General

- Modesty assurance criteria is 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 |
- 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 "G" – ZONE 2 NORTHERN COMMUNITIES

For the purposes of this RFP, the following are considered Zone 2 Northern communities:

| | | |
|----------------------------------|----------------------------------|----------------------|
| Amery | Highrock | Prospector |
| Athapap | Hilbre | Pukatawagan |
| Berens River | Homebrook | Ralls Island |
| Big Black River | Ilford | Red Rose |
| Big Eddy Settlement | Island Lake | Red Sucker Lake |
| Bird | Jackhead | Root Lake |
| Bloodvein (Bloodvein River P.O.) | Jenpeg | Rossville |
| Brochet | Kelsey | Ruddock |
| Channing | Lac Brochet | Ruttan Mine |
| Charles | Lake St. Martin | Schist Lake |
| Churchill | Laurie River | Shamattawa |
| Clearwater Lake | Lawledge | Sherridon |
| Cold Lake | Leaf Rapids | Shoal River |
| Cormorant | Little Bullhead | Snow Lake |
| Cranberry Portage | Little Grand Rapids | South Indian Lake |
| Dauphin River | Little Saskatchewan | Split Lake |
| Dawson Bay | Long Body Creek | St. Martin |
| Dyce | Loon Straits | St. Martin Junction |
| Easterville | Lynn Lake | St. Martin Station |
| Fairford | Matheson Island | St. Theresa Point |
| Fairford Reserve | Moak Lake | Tadoule Lake |
| Fay Lake | Munk | The Pas |
| Fisher Bay | Mystery Lake | The Pas Airport |
| Fisher River Cree Nation | Nelson House | Thicket Portage |
| Flin Flon | Norway House | Thompson |
| Fort Churchill | Norway House Settlement | Turnberry |
| Fox Mine | Overflowing River | Umpherville |
| Garden Hill | Oxford House | Wabowden |
| Gillam | Pasquia Settlement | Wanless |
| Gods Lake | Pauingassi | Warren Landing |
| Gods Lake Narrows | Pelican Rapids | Wasagamack |
| Gods River | Pikwitonei | Wekusko |
| Grand Rapids | Pine Dock (Little Bullhead P.O.) | Westray |
| Granville Lake | Pit Siding | Whiskey Jack Landing |
| Gypsumville | Poplar River (Negginan P.O.) | Wivenhoe |
| Herb Lake | Poplarville | York Landing |
| Herb Lake Landing | Prayer River | Young Point |
| Herchmer | Princess Harbour | |

APPENDIX “H” – ACCESSIBLE DESIGN CRITERIA

| Required Features for Accessible Units | | Minimum (mm) | Maximum (mm) |
|---|-------------------|-----------------|--------------|
| Doorways | Clear Width | 850 | 915 |
| Peep Hole | Height from floor | 1,100 | |
| Hallways | Width | 915 | 1,220 |
| Window Sills | Height from floor | 800 | 915 |
| Outlets (telephone, cable, etc.) | Height from floor | 450 | |
| Light switches, Intercom, thermostat | Height from floor | 1,220 | |
| Turning Radii (all rooms) | | 1,500 | 1,525 |
| Rods in Clothes Closets/shelves | Height from floor | 450 | 1,220 |
| Kitchen Counter | Height from floor | 810 | 850 |
| Lateral transfer area – by toilet | | 915 | |
| Bathroom Sink | Height from floor | 800 | 860 |
| Level threshold at entrance | | | |
| D-type handles | | | |
| Lever-type faucets | | | |
| Easily opened doors | | | |
| Grab Bars in Bathroom | | 2 | |
| Hand-held shower on an adjustable rod | | | |
| Pull-up space under bathroom sink | | | |
| Pull-down seat in shower | | | |
| Mirror | Height from floor | 1,000 or tilted | |
| Medicine cabinet | Height from floor | | 1,220 |
| Rocker-style or large knob light switches | | | |
| Flooring- securely fastened to floor – low level carpet | | | |
| Offset pipes under sinks | | | |
| Knock-out cupboards below kitchen sink | | | |

APPENDIX "I" – PROCUREMENT GUIDELINES

While Manitoba Housing will consider a number of procurement techniques under specific circumstances, the standard and preferred technique is public general tender. Any departure from public tendering shall require the proponent to provide a thorough rationale for their intended method and requires approval by Manitoba Housing.

1) For General Contract

- A minimum three week public tender period is required.
- At least three (3) bona fide bids must be received (see definition of bona fide Construction Manager, below).
- A 10% Bid Bond and a 50% Performance Bond, in favour of the owner, is required.
- The Contractor shall be experienced and capable of performing the work under the contract, satisfactory to Manitoba Housing.
- The Contract shall be reviewed by and acceptable to Manitoba Housing prior to tendering.

2) For General Contract (Invitational Tender)

- Requirements are the same as above except the tender would be invitational to at least five (5) bidders acceptable to Manitoba Housing.
- Manitoba Housing approval is required prior to tender.

3) For Construction Management

- A minimum of 75% of the total construction budget shall be fixed prices based on signed contracts with sub-trades/suppliers prior to commitment.
- No advances for any portion of the work shall be made unless signed contracts are in place.
- All sub-trades shall be competitively tendered. A minimum of three bona fide bids shall be received for each sub-trade tender.
- Fee proposals from at least two bona fide construction managers must be received. Fee proposals should be based on complete working drawings and specifications but must be based on at least completed preliminary drawings and outline specifications for the project, which include the designs of all major systems and subsystems, as well as the results of all site/installation investigations.
- Construction managers shall have completed at least two projects of comparable scale and complexity on time and within budget as indicated by evidence satisfactory to Manitoba Housing. Projects would generally be deemed comparable if they involve the same building technique and/or housing form and are at least 75% of the scale of the proposed project. The time period of the previous experience is relative only to the degree that the firm still has the skills and adequate staff available with the skills which were applied in the previous comparable projects.
- The Management Fee shall be within current market limits and acceptable to Manitoba Housing.
- Fee structure shall be:
 - 25% pre-construction stage;
 - 65% construction stage: fee divided by number of months in schedule and if project falls behind, then monthly fee is postponed;
 - 10% post construction stage.
- The Construction Manager shall have no more than (0.15% x construction budget) autonomous signing authority.
- The Site Supervisor's remuneration shall be specifically identified and acceptable to Manitoba Housing.
- All sub-trades with contract values over \$25,000, or 5% of the construction budget, shall provide a 50% Performance Bond or a 50% unconditional irrevocable Letter of Credit approved as to form and held by the owner's Lawyer. The owner may choose to require more Surety from Sub-Contractors.
- Sub-trades with prices less than 90% of the next lowest bid must be bonded.

- The construction budget shall be acceptable to Manitoba Housing and shall consist of a minimum 5% contingency (new construction) or 10% contingency (rehab or conversion). General Conditions shall represent 5% of the total construction budget, unless otherwise accepted by Manitoba Housing.
- The total construction budget (including the above noted requirements) shall not exceed the project's valuation as determined by a registered quantity surveyor appointed by Manitoba Housing at their option.
- Conflicts of interest are disallowed; for example, the architectural firm cannot act as construction manager, the construction management firm cannot be a tendered sub-trade or supplier, the development consultant cannot be either a sub-trade or construction manager, etc.

APPENDIX “J” – APPLICATION FOR CONDITIONAL ALLOCATION (Page 1 of 7)

| Group Information | |
|--|---|
| Project Name: <hr/> Name of Proponent: <hr/> Address of Proponent: <hr/> <hr/> Name of Contact Person: <hr/> Title: _____ Phone No.: _____ Fax No.: _____ Email: _____ | Corporate Status: <input type="checkbox"/> Not Incorporated <input type="checkbox"/> Incorporation Pending <input type="checkbox"/> Incorporated (attach articles) Date: _____ |
| Corporation Type: <input type="checkbox"/> Non-Profit Housing Corporation <input type="checkbox"/> Housing Cooperative <input type="checkbox"/> Other (specify) _____ _____ | |
| GST Registration Number: _____ | |

| Consultants | | | |
|---------------------|------------------|----------------|-----------|
| Type | Name and Address | Contact Person | Phone No. |
| Project Development | | | |
| Architectural Firm | | | |
| Law Firm | | | |
| Lender | | | |
| Other (specify) | | | |

APPENDIX "J" – APPLICATION FOR CONDITIONAL ALLOCATION (Page 2 of 7)

| Site Information | |
|--------------------------|---|
| Civic Address: _____ | |
| Legal Description: _____ | |
| Current Owner: _____ | |
| Existing Zoning: _____ | Required Zoning: _____ |
| Size: _____ | Value/Price: _____ |
| Services Installed: | <input type="checkbox"/> Sanitary Sewers <input type="checkbox"/> Well <input type="checkbox"/> Paved Roads <input type="checkbox"/> Natural Gas <input type="checkbox"/> Storm Sewers <input type="checkbox"/> Septic Field <input type="checkbox"/> Curbs <input type="checkbox"/> Hydro <input type="checkbox"/> Combined Sewers <input type="checkbox"/> Municipal Water <input type="checkbox"/> Sidewalks |

| Project Information | | |
|--|---|---|
| Client Type <input type="checkbox"/> Seniors <input type="checkbox"/> Other _____ | Development Type <input type="checkbox"/> New Construction <input type="checkbox"/> Conversion <input type="checkbox"/> Rehabilitation | Dwelling Type <input type="checkbox"/> Elevatored Apartments no. of floors: _____ <input type="checkbox"/> Non-Elevatored Apts. no. of floors: _____ <input type="checkbox"/> Other _____ |
| Tenure Type <input type="checkbox"/> Rental <input type="checkbox"/> Cooperative <input type="checkbox"/> Other _____ | Heating System <input type="checkbox"/> Forced Air <input type="checkbox"/> Electric <input type="checkbox"/> Hot Water <input type="checkbox"/> Other _____ | Heating Fuel/Source <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Geothermal <input type="checkbox"/> Other _____ |
| Construction Method <input type="checkbox"/> Woodframe/Stickbuilt <input type="checkbox"/> Steel Frame <input type="checkbox"/> Concrete Frame <input type="checkbox"/> Other _____ | Procurement Technique <input type="checkbox"/> General Tender <input type="checkbox"/> Construction Management <input type="checkbox"/> Other _____ | Property Management <input type="checkbox"/> Applicant <input type="checkbox"/> Other _____ |

APPENDIX "J" – APPLICATION FOR CONDITIONAL ALLOCATION (Page 3 of 7)

Total Gross Area of Building (sq. ft.): _____ (a)

| Residential Portion - Units | | | |
|---|-------------------|--------------|---------------------|
| Unit Type (No. of Bedrooms) | Monthly Base Rent | No. of Units | Unit Size (sq. ft.) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Gross Residential Unit Space (sq. ft.) | | | |

(b)

| Residential Portion - Other | |
|--|----------------|
| Description | Size (sq. ft.) |
| Circulation and Service Areas | |
| Modest Amenity Space | |
| Other (please specify) | |
| Other (please specify) | |
| Total Gross Residential Other Space (sq. ft.) | |

(c)

Total Gross Residential Portion (sq. ft.): [(b) + (c)] (d)

Residential Portion of Building Area: [(d) / (a) x 100] % (e)

| Non-Residential Portion | |
|--|----------------|
| Description of Non-Residential Space (please specify) | Size (sq. ft.) |
| Circulation and Service Areas | |
| | |
| | |
| | |
| | |
| Total Gross Non-Residential Space (sq. ft.) | |

(f)

Non-Residential Portion of Building Area: [(f) / (a) * 100] % (g) *

* Lines (e) and (g) should amount to 100 percent when added together.

APPENDIX “J” – APPLICATION FOR CONDITIONAL ALLOCATION (Page 4 of 7)

| Estimated Annual Operating Costs of Building (Excluding Potential Costs Related to Tenant Service Component) | | |
|---|--------------------|---------------------------|
| | Proponent Estimate | Manitoba Housing Use Only |
| Maintenance | | |
| 1. Maintenance and Repairs | | |
| 2. Elevator | | |
| 3. Snow and Waste Removal | | |
| 4. Grounds Maintenance | | |
| 5. Other (specify) | | |
| 6. <i>Subtotal Maintenance</i> | | |
| Utilities | | |
| 7. Heating | | |
| 8. Light and Power | | |
| 9. Water and Sewer | | |
| 10. Janitorial (payroll/supplies) | | |
| 11. Security | | |
| 12. Other (specify) | | |
| 13. <i>Subtotal Utilities</i> | | |
| Administration | | |
| 14. Management (fees/salaries/supplies) | | |
| 15. Audit and Legal | | |
| 16. Property Taxes (excluding water and sewer) | | |
| 17. Insurance | | |
| 18. Bad Debts | | |
| 19. Replacement Reserve | | |
| 20. Other Expenses (specify) | | |
| 21. <i>Subtotal Administration</i> | | |
| 22. Annual Operating Costs (net debt servicing) (lines 6 + 13 + 21) | | |
| 23. PLUS: Annual Loan Repayment (line 74e) | | |
| 24. Total Annual Operating Costs (lines 22 + 23) | | |

| | | |
|---|--|--|
| 25. Pro-Rated Non-Residential Portion of Operating Costs (line 24 x line "g" from Appendix J page 3) | | |
| 26. Total Operating Costs Related to Residential Portion (line 24 - 25) | | |

| Estimated Annual Revenue | | |
|---|--------------------|---------------------------|
| Residential Portion | Proponent Estimate | Manitoba Housing Use Only |
| Annual Revenues | | |
| 27. Base Rents | | |
| 28. Parking (# Stalls: x \$ /month) | | |
| 29. Laundry | | |
| 30. Surcharges, User Fees, etc. | | |
| 31. Other (specify) | | |
| 32. Other (specify) | | |
| 33. Total Annual Revenue for Residential Portion (lines 27 to 32) | | |
| Non-Residential Portion | | |
| Annual Revenues | | |
| 34. Other (specify) | | |
| 35. Other (specify) | | |
| 36. Other (specify) | | |
| 37. Total Annual Revenue for Non-Residential Portion (lines 34 to 36) | | |
| 38. Total Annual Revenue (line 33 + 37) | | |

APPENDIX "J" – APPLICATION FOR CONDITIONAL ALLOCATION (Page 5 of 7)

| Estimated Capital Costs | | | | |
|--|---------------------------------------|---------------------------|-----------------------------------|------------------------------|
| | Proponent Estimate (excluding GST) | Estimated GST (if any) | Total Estimate (including GST) | Manitoba Housing Use Only |
| Property Acquisition and Servicing Costs | | | | |
| 39. Purchase Price of Land | | | | |
| 40. Off-site Servicing | | | | |
| 41. Legal Services (for land acquisition) | | | | |
| 42. Surveys, Soil Tests, Land Title and Related Fees | | | | |
| 43. Variance Fees/Appraisals | | | | |
| 44. Other (specify) | | | | |
| 45. <i>Subtotal Property Acquisition and Servicing Costs</i> | | | | |
| Fees and Charges | | | | |
| 46. Interest Prior to I.A.D. | | | | |
| 47. Taxes during Construction | | | | |
| 48. Insurance during Construction | | | | |
| 49. Utilities during Construction | | | | |
| 50. Architect and Engineering Fees | | | | |
| 51. Development/Project Management Fees | | | | |
| 52. Legal Charges (excluding land acquisition) | | | | |
| 53. Permits and Other Development Fees | | | | |
| 54. Mortgage Insurance and Application Fees | | | | |
| 55. Rent up Costs | | | | |
| 56. Audit Charges | | | | |
| 57. Other (specify) | | | | |
| 58. <i>Subtotal Fees and Charges</i> | | | | |
| Building and Landscaping Costs | | | | |
| 59. Building Construction Costs | | | | |
| 60. Rehabilitation/Conversion/Demolition Costs | | | | |
| 61. Onsite Servicing (specify) | | | | |
| 62. Landscaping | | | | |
| 63. Stoves, Refrigerators, Laundry Equipment | | | | |
| 64. Hard Furnishings | | | | |
| 65. Maintenance Equipment | | | | |
| 66. Contingency | | | | |
| 67. Other (specify) | | | | |
| 68. <i>Subtotal Building and Landscaping Costs</i> | | | | |
| 69. Total Project Capital Cost (lines 45 + 58 + 68) | | | | |
| 70. Total Pro-Rated Non-Residential Portion (if applicable, line 69 x line "g" from Appendix J page 3) | | | | |
| 71. Total Residential Capital Costs (line 69 - 70) | | | | |

APPENDIX “J” – APPLICATION FOR CONDITIONAL ALLOCATION (Page 6 of 7)

| Estimated Financing | | |
|--|---------------------------|----------------------------------|
| | Proponent Estimate | Manitoba Housing Use Only |
| Project Financing Details | | |
| 72. Total Project Capital Costs (line 69) | | |
| 73. LESS: Total Equity and Funding (line 82) | | |
| 74. (a) LESS: Approved Mortgage Financing (total) | = _____ | |
| (b) Mortgage Term: _____ years | | |
| (c) Interest Rate: _____ % | | |
| (d) Amortization Period: _____ years | | |
| (e) Annual Loan Repayment: \$ _____ | | |
| = Total Requested Rental and Cooperative 55+ Housing Program Funding (line 72 - 73 - 74a) | | |
| Equity and Funding Details | | |
| 76. Proponent Equity (Real Property) | | |
| 77. Proponent Equity (Unencumbered Funds) | | |
| 78. Tenant Equity | | |
| 79. Capital Grants (non-Manitoba Housing) | | |
| 80. Other (specify) | | |
| 81. Other (specify) | | |
| 82. Total Equity and Funding (lines 76 to 81) | | |

APPENDIX "J" – APPLICATION FOR CONDITIONAL ALLOCATION (Page 7 of 7)

Declaration:

I/We have carefully examined the Request for Proposal (RFP) documents and have a clear and comprehensive knowledge of the requirements under the RFP. By this submission, I/we agree and consent to the terms, conditions and provisions of the RFP.

I/we hereby confirm that the proposal submission contains all information necessary to address the requirements and eligibility of this RFP.

I/we agree that the Project must be designed and built to meet Manitoba Housing's Modesty Assurance (Appendix F of the RFP) and Accessible Design Criteria (Appendix H of the RFP) and must be designed and built in accordance with Manitoba Hydro's Power Sm

The information in this Proposal as well as any attachments are to the best of knowledge, accurate statements of fact.

Authorized Signing Authority

(Party or Parties who will represent the Proponent in all contractual matters requiring a signature and have the authority to bind the Proponent)

Name (print)

Name (print)

Position

Position

Signature

Signature

Date

Date

Address

Address

Telephone Number

Telephone Number

Name of Witness

Name of Witness

Signature of Witness

Signature of Witness