



**Ontario
Aboriginal**
Housing Services

500 Bay St. Sault Ste. Marie, ON P6A 1X5

**FIRST NATION, INUIT, MÉTIS
URBAN & RURAL HOUSING
PROGRAM GUIDELINES

RENTAL COMPONENT**

AUGUST 2009



First Nation, Inuit, Métis, Urban and Rural Housing Program

Rental Housing Guidelines

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Section 1: Introduction to the FIMUR Housing Program

1.1 The Off-Reserve Aboriginal Housing Trust Fund

On March 22nd 2007, the Ontario provincial government released its 2007 Ontario Budget, announcing \$80 million for off-reserve housing units for Aboriginal families, to be allocated in partnership with Aboriginal communities.

This \$80 million is the province's share of the Off-Reserve Aboriginal Housing Trust (OAHT) Fund that was transferred from the federal government to the province in September 2006 to address the short-term housing needs of Aboriginal people living off-reserve in Ontario. Of this, 25 percent (\$20 million) was designated for the Greater Toronto Area (GTA) and 75 percent (\$60 million) for the rest of the province.

1.2 The Provincial Off-Reserve Aboriginal Housing Trust Engagement Process

The provincial Off-Reserve Aboriginal Housing Trust (OAHT) engagement process was led in partnership by the Ontario Federation Indian Friendship Centre (OFIFC), Métis Nation of Ontario (MNO) and Ontario Native Women's Association (ONWA) from April to August 2008 across the province, with the exception of the Greater Toronto Area (GTA). The engagement process was conducted in three geographic areas in the Province. The Ministry of Municipal Affairs and Housing (MMAH) established a separate OAHT engagement process for the GTA, which was led by Nishnawbe Homes, Miziwe Biik Aboriginal Employment and Training, and Council Fire Native Cultural Centre.

The purpose of the provincial OAHT engagement process was to gather information on the specific housing needs, priorities and issues of First Nation, Inuit and Métis people living off-reserve in urban and rural areas across the province; and to provide recommendations to MMAH on the design of an affordable off-reserve Aboriginal housing program utilizing the OAHT Funds.

The provincial OAHT engagement process culminated in the valuable input of more than 750 predominantly First Nation, Inuit and Métis individuals who share a concern about the current housing situation of Aboriginal people living in urban and rural off-reserve communities across Ontario. The engagement process was inclusive of all Aboriginal people living in non-reserve urban and rural communities in Ontario – Inuit, Métis and First Nation, Status and Non-Status. Participants included individual community members as well as representatives from a diversity of off-reserve Aboriginal housing and service providers, community agencies and provincial Aboriginal organizations who generously shared their expertise on a range of issues related to off-reserve Aboriginal housing.

1.3 The Ontario Off-Reserve Aboriginal Housing Trust Report

Subsequent to the provincial OAHT engagement process, the OFIFC, MNO and ONWA prepared the Ontario Off-Reserve Aboriginal Housing Trust (OAHT) Report which identified the specific housing needs, priorities and issues of Aboriginal people living off-reserve in Ontario as identified in the engagement process (with the exception of the Greater Toronto Area), and provided MMAH with policy

recommendations on the design, delivery and allocation of the \$60 million in OAHT funds for the province outside of the GTA. The Ontario OAHT report was submitted to MMAH in September 2008.

In the Ontario OAHT Report, it was recommended that the housing program under the OAHT be designed, delivered and administered by and for Aboriginal people living off-reserve in urban and rural communities across Ontario using existing capacity in the form of a provincial Aboriginal delivery model.

The Ontario Aboriginal Housing Support Services Corporation (OAHSSC) encapsulates the scope of key characteristics recommended by engagement participants for a provincial Aboriginal delivery model. OAHSSC has the Board representation, mandate, existing experience, capacity, expertise, accountability, asset base and scale to ensure that recommendations concerning the program design and delivery of housing under the OAHT can be effectively implemented and addressed without the need for substantive capacity building at a provincial level.

The Ontario OAHT Report also recommended that the target population for housing delivered under the OAHT is Aboriginal individuals or families with low- to moderate-income, or those in core housing need. In addition, the Ontario OAHT Report recommended three priority housing types that should comprise the program components of a new housing program under the OAHT: affordable rental housing, supportive and transitional housing, and assisted homeownership, with the option to construct new housing stock or obtain and renovate existing stock for re-use as affordable housing. Further, it was recommended that housing delivered under the OAHT is designed with the goal of long-term sustainability, including the provision of units that are high quality, energy efficient and low maintenance, using materials that are highly durable and resilient in the construction of the housing.

The objectives and goals for the First Nation, Inuit, Métis Urban and Rural (FIMUR) Housing Program flow from the recommendations of the Ontario OAHT Report. The development of the guidelines comes directly from the engagement with the communities as outlined in the report.

The report can be viewed in its entirety at:

<http://ofifc.org/ofifchome/page/index.htm>

<http://www.onwa-tbay.ca/>

http://www.metisnation.org/PDF_new/OAHT_Report_FINAL.pdf

1.4 FIMUR Housing Program Goal and Delivery Objectives

1.4.1 FIMUR Housing Program Goal

To help address housing needs for Aboriginal people in Ontario living off-reserve, designed and delivered based on community engagement processes.

1.4.2 Objectives of the FIMUR Housing Program:

- To deliver a housing program that is designed, delivered and administered by and for Aboriginal people living off-reserve in urban and rural communities across Ontario excluding the GTA, using existing infrastructure in the form of a provincial Aboriginal delivery model.
- To ensure that the design, delivery and administration of off-reserve Aboriginal housing under the program is fully accountable by using mechanisms to guarantee fair, open and transparent processes, including an evaluation process that measures the successes of the program in meeting the non-reserve housing needs of Aboriginal people in Ontario excluding the GTA.
- To allocate funding through an Expression of Interest (EOI) (see Appendix D) and a Request For Proposals (RFP) process using a notional, targeted, needs-based approach, based on identified or demonstrated need in a given community or region.
- To reduce or remove barriers in order to enable an accessible, fair and inclusive process.
- To deliver three types of housing: affordable rental housing, supportive and transitional housing, and assisted homeownership, with the option to construct new housing stock or obtain and renovate existing stock for re-use as affordable housing.
- To deliver a housing program that is designed with the goal of long-term sustainability, including the provision of units that are high quality, energy efficient and low maintenance, using materials that are highly durable and resilient in the construction of the housing.
- To target Aboriginal individuals or families with low- to moderate-income, or those in core need.
- To give priority consideration to the housing needs that were identified in the OAHT engagement process; the distinct housing needs of First Nation, Inuit and Métis people living in non-reserve urban and rural communities; and the demonstrated needs of specific communities and regions across the province
- That the FIMUR Housing Program be culturally-appropriate and reflective of the specific values, needs and cultures of First Nation, Inuit and Métis people and the local Aboriginal community members who will live in the housing.

- That the FIMUR Housing Program reduce existing barriers and build capacity within the non-reserve Aboriginal community across the province by allowing for:
 - flexibility and eligibility of housing projects to stack/ leverage funds from other potential programs or resources;
 - assets to be retained within the non-reserve Aboriginal community, and
 - the development of housing as an opportunity to create employment and training initiatives in housing-related trades, to increase the skilled Aboriginal workforce in Ontario and to generate opportunities, resources and employment for Aboriginal businesses and workforce.
- That OAHSSC, with the support of MMAH, assist non-reserve Aboriginal organizations in capacity building initiatives to ensure the long-term sustainability and viability of housing delivered under the FIMUR housing program, including the development of relationships with municipalities, other relevant ministries and financial/lending institutions, as appropriate.
- To articulate and address the priorities and special housing needs of Aboriginal people living off-reserve in Ontario;
- To be fair, accountable, and transparent;
- To enhance the supply of culturally appropriate, affordable housing available to the off-reserve urban and rural Aboriginal communities in the province of Ontario excluding the Greater Toronto Area (GTA);
- To utilize the talent, skills and experience of the Aboriginal community to the greatest extent possible in the allocation, delivery, construction and long-term management of the program, utilizing training opportunities;
- To allow for flexibility according to need;
- To respond to community need, allowing the proponents to determine their mix of units; and
- To provide new home ownership opportunities.

1.5 FIMUR Housing Program Overview

The FIMUR Housing Program is a capital program designed to meet the housing needs of Aboriginal individuals and families living off-reserve in urban and rural communities in Ontario, excluding the GTA. The FIMUR Housing Program is not intended to support ongoing operational funding for existing housing stock, rent subsidies, property management, or support service costs. Overall funding for the FIMUR Housing Program is \$60 million.

The target population for the FIMUR Housing Program are Aboriginal individuals and families who have low-to moderate-income, or who are in core housing need. As a result of the engagement, an Ottawa-based Inuit set-aside has been incorporated in the program design.

The FIMUR Housing Program consists of two components:

1. Rental Housing comprised of:
 - Geared-to-Income (using income rent calculations - IRC)
 - Affordable Rental Housing;
 - Supportive Housing; and
 - Transitional Housing.

2. Assisted Homeownership.

Summary

Project delivery under FIMUR includes the options to construct new housing stock, acquire existing residential or non-residential buildings for repair/conversion to re-use as affordable housing, or to purchase new housing. Existing tenants cannot be displaced for the purposes of this program.

The maximum capital contribution under the FIMUR Housing Program is up to \$170,000 per unit. Allocation under the FIMUR Housing Program is flexible and will be determined by evaluating each project on its own merit (guided by the targeted average cost per unit of \$140,650 which is based on \$50.634 million in funding for the Rental Component divided by a target of 360 units) to allow for consideration of actual cost, contingent on several key variables including (but not limited to):

- Cost effective program delivery approach;
- Community/geographical area;
- Location;
- Size of the unit(s);
- Cost of construction;
- Cost of land; and
- Special needs that impact the design of the unit (i.e. accessibility requirements, accommodating large and extended families).

As outlined in the selection criteria in Sections 4 and 5, proponents are strongly encouraged to consider all opportunities that will assist in the cost effective delivery of projects to ensure maximum possible unit delivery.

All selected proponents will be required to enter into a Partnership Agreement that will outline encumbrances to be placed on the land, building and provided capital to ensure that the developed assets under the program are retained within the non-reserve Aboriginal community. The project capital will not have a repayment provision provided that conditions of the Partnership Agreement (see Appendix E for the Proposed Partnership Agreement) are met over the period of the agreement. Equity build up will be created by forgiveness over the 20 year affordability term of the encumbrance as well as through any potential capital appreciation.

The rate of forgiveness has been established based on the following schedule:

- 3% for each of the first five years
- 4% for each of the next five years
- 5% for each of the next five years
- 8% for each of the remaining five years

Phase-out Period

Once projects are occupied, project proponents are required to report annually on rent levels and are required to demonstrate program compliance. In mixed-use projects, only FIMUR units are considered.

Failure to operate the project under the terms and conditions outlined or failure to maintain affordable levels of rent throughout the grant term may result in forfeiture of grant forgiveness.

Throughout the 20-year affordability period, annual rent increases are allowed in accordance with the Residential Tenancy Act, 2006 (RTA) rent increase guideline or successor legislation. The rent for any occupied FIMUR unit must remain at or below 80 percent of the Canada Mortgage and Housing Corporation's (CMHC) updated Average Market Rent (AMR). In mixed-use projects FIMUR units must remain at or below 80 percent of updated CMHC AMR.

1.6 Program Administrator: Ontario Aboriginal Housing Support Services Corporation

The mandate of Ontario Aboriginal Housing Support Services Corporation (OAHSSC) is to provide affordable and adequate housing services to urban and rural Aboriginal people in the province of Ontario who require assistance that is adequate to their needs, at a cost within their means. These services are provided by employing the talent, skills and experience of the Aboriginal community to cost-effectively deliver and administer housing programs and utilize any savings realized within the sector to provide additional housing units or repair programs.

OAHSSC was incorporated on September 1, 1994. The OAHSSC Board of Directors is comprised as follows:

- Two (2) Directors from the Ontario Federation of Indian Friendship Centres;
- Two (2) Directors from the Ontario Native Women's Association; and
- Two (2) Directors from the Métis Nation of Ontario.

OAHSSC administration operates from 500 Bay Street, Sault Ste Marie, ON P6A 1X5. The Corporation and its management operate within the guidelines, legal contracts and policies established by the Board of Directors for Personnel and Financial management. The Board of Directors of OAHSSC has implemented an Audit Committee to be the link between the external Auditor and the Board. An independent audit is performed annually.

1.7 Transparency

The OAHSSC Board of Directors is accountable for the performance of OAHSSC in its delivery of the FIMUR Housing Program. This means that the Board ensures that OAHSSC meets its obligations as outlined in the FIMUR Housing Program Administrative Agreement with the Ontario provincial government.

To ensure transparency, the OAHSSC Board in conjunction with MMAH retained a consultant to review the plan to deliver the FIMUR Housing Program. The assignment included:

- Describing the FIMUR Housing Program delivery models/guidelines being developed and implemented by OAHSSC;
- Describing and evaluate the management processes used to ensure accountability in the delivery of the FIMUR Housing Program, including whether the management practices are in keeping with the Transfer Payment Accountability (TPA) Directive requirements, as set out in the Administrative Agreement between MMAH and OAHSSC;
- Identifying and explain best practices and barriers/risks to implementing delivery; and
- Providing recommendations for improving the delivery plan and management processes to ensure the on-going success of the FIMUR Housing Program.

These Guidelines include recommendations made by the consultant.

1.8 Definitions

Aboriginal Community is a group of Aboriginal people in Ontario who share similar beliefs, traditions, and cultural identity. These groups exist through shared political, cultural, spiritual, and/or other affiliations. Aboriginal communities include but are not limited to First Nation, Inuit and Métis people, Friendship Centres, community-based organizations (locals), political/non-political organizations, or any other collective of Aboriginal individuals who share identity regardless of geography

Aboriginal Family/Household means:

- a) an Aboriginal individual, the individual's spouse or partner and all of the children of both or either of them who are living with them;
- b) an Aboriginal individual and the individual's spouse or partner living with him or her, if neither has any children;
- c) an Aboriginal individual and the individual's children living with him or her, if the Individual has no spouse or partner; or
- d) an Aboriginal individual, if the individual has no spouse or partner and no children.

Allocation refers to a method of determining the numbers of units funded in each region.

Affordable Housing

Funding that provides rental units, supportive and transitional housing, and assisted home ownership for lower-income Aboriginal families and individuals. For the **Rental Component**, Proponents are to maintain rent levels at or below 80% of CMHC average market rents for a minimum 20 year period.

Capacity refers to the ability to perform an outcome or task. In this context, it refers to the ability of a non-profit Aboriginal housing proponent to successfully develop, deliver and operate a housing project according to the FIMUR Housing Program Guidelines and signed Partnership Agreement.

Capital Funding/Program is funding that can only be used towards the construction, renovation, or acquisition of a housing project and does not include operational costs such as support services or ongoing repair and maintenance costs.

Core Housing Need: A household is said to be in core housing need if it is occupying housing that falls below at least one of the standards for adequacy, suitability and affordability and if the household cannot afford (without spending more than 25% of income) to pay the median rent of alternative local market housing that meets all three standards.

Culturally Appropriate Housing takes into consideration the cultural values, norms, expectancies and attitudes of a population in its design, directives, and policies. As the cultural values, norms, expectancies, and attitudes of First Nation, Inuit and Métis people vary between communities across the province, housing proponents are asked to demonstrate in their applications the culturally appropriate measures specific to their communities that have been integrated into the design, policies, and guidelines of the housing plan.

Demonstrated Need refers to housing that meets the needs of Aboriginal people living off-reserve in a specific community or area in Ontario, as demonstrated by the proponent in its proposal using studies and other evidence-based materials such as needs assessments, environmental scans, reports and waiting lists.

Existing multi-residential building is defined as an existing building, zoned multi-residential, containing no more than 12 units.

Identified Need refers to a specific housing need that was identified and documented in the provincial OAHT engagement process and report. Proponents will be required to determine local needs based on analysis and local data collection, and include it with their submission.

Income is defined as follows:

- Gross salaries, wages, overtime payments, commissions, bonuses, tips, gratuities;
- Specifically excluding grants, scholarships, or bursary payments;

- The greater of the net income from the business or the total withdrawals from the business as personal salary of anyone in the household who is self-employed;
- The gross amount of Employment Insurance benefits;
- The gross amount of Worker's Compensation payments or other industrial accident insurance payments made because of illness or disability;
- The gross amount of any Old Age Security, federal Guaranteed Income Supplement and spouse's allowance and financial assistance under the Ontario Guaranteed Annual Income System (GAINS);
- The gross amount of every kind of pension, allowance, benefit and annuity whether from a federal, provincial, or municipal government of Canada or any other country or state or from any other source;
- The gross amount of alimony, separation, maintenance or support payments;
- The gross amount of gains from investments including RRSP's as well as interest or dividends, stocks, shares, and other securities and where the actual income cannot be determined, an imputed rate of return set by the land;
- The gross interest income from savings or chequing accounts in a bank, trust company or a credit union; and
- The gross amount of interest earned or payable from bonds, debentures, term deposits or investments, certificates, mortgages, capital gains, or lump sum payments or other assets.

Income Rent Calculation (IRC)

The FIMUR housing program requires that rent is calculated based on 25% of total household income (but not to exceed 80% of CMHC's updated Average Market Rents). A project can contain a mix of both IRC and affordable rental units, to be determined by the proponent to meet the need of the community and make the program viable.

Needs Based Approach A targeted approach to funding based on specific needs identified within a local population and area. The approach recognizes the varying demographic characteristics and social, cultural, and economic circumstances within populations and communities across Ontario. The approach is often contrasted with the population-based approach which allocates funds according to the number of people in a community or area regardless of the community's or populations' relative need or the relative impact.

Notional refers to an idea, concept, or intention that exists in theory but not necessarily in reality. The OAHT report recommends that the OAHSSC allocate the OAHT funding using a notional, targeted, needs-based approach, meaning that it allocates funds based on an intended allocation goal that may not necessarily be attained. Therefore, if the intended regional or program allocation cannot be realized the allocation model allows for the funds to be allocated to another region or program priority.

Non-Profit Housing Unlike profit driven housing, non-profit housing cannot operate for profit. That is, it cannot distribute corporate income to any individual or group of individuals such as shareholders. The funds acquired by the non-profit housing corporation must stay within the corporate accounts to pay for reasonable salaries, expenses, and the activities of the corporation. Non-profit housing is created for the public's benefit often by people in the community who collaborate to provide housing for people with low and moderate incomes. The non-profit housing corporation owns the project and is responsible for planning, developing, and managing the housing over the long-term. These general principals must be included in the Proponent's Letters Patent, Objects, and/or By-laws of the corporation.

Non-Shelter Space is space that is not directly related to basic shelter such as rental space for commercial use, daycare, and special needs facilities. What is defined as non-residential space for development purposes is not always the same thing as non-shelter space. For example, amenity space (hallways, laundry rooms, etc.) is non-residential space but is also shelter space.

Partnerships are relationships between two or more parties (as one Proponent) that jointly contribute to the project, and who agree to share responsibility for its obligations as stipulated in any agreements.

Partnerships shall be considered provided that the Aboriginal organization makes the application on behalf of the partnership and that the property and housing that is built, acquired, or renovated is owned exclusively by the Aboriginal non-profit housing corporation. For example, a proposal could be for temporary accommodations for individuals/families accessing medical care away from their home community. The use of the building could be supported by mainstream funding, but the building itself would remain an asset of the Aboriginal non-profit corporation.

Partnerships will be considered on a case by case basis.

Pre-Project Development Funding is funding for proponents that require development in terms of structure, organization, and capacity to develop a housing project proposal. Pre-Project Development funding under the FIMUR housing program will be available to proponents that do not qualify for CMHC's seed funding, to a maximum of a \$10,000 per proponent. The maximum funds available total \$100,000.

Proponent means an Aboriginal non-profit corporation that submits a proposal for FIMUR funding. Housing proponents must be off-reserve non-profit Aboriginal non-profit corporations with majority Aboriginal control. Groups must be incorporated or in the process of incorporating for the purpose of providing non-profit housing. Proponents must have the provision of non-profit housing in the Objects of their corporation's Letters Patent.

All organizations/non-profits applying for units under the FIMUR Housing Program must be intending to provide housing for self-identifying Aboriginal people for off-reserve accommodation, exclusively. See partnership definition for joint submissions.

Scattered Unit is defined as one single detached or semi-detached residential unit.

Support Dollars/Funding refers to the provision of operational funding to cover the ongoing costs for support and other services required to meet the needs of tenants.

Supportive Housing provides permanent housing for Aboriginal people who need essential support services to live independently, in the long term. Supportive housing can be individuals or groups that require emergency or support services. Supportive housing can take many different forms including but not limited to the provision of attendant health care to support services i.e. counselling for Aboriginal women and children escaping a violent environment, Aboriginal men seeking counselling for drug/alcohol abuse, and Elder's requiring special support services.

Transitional Housing is intended to offer a supportive living environment and tools and opportunities for social and skills development. Transitional housing is conceptualized as an intermediate step between emergency crisis shelter and permanent housing. It is more long-term, service-intensive, and private than emergency shelters, yet remains time-limited to stays of three months to three years. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to rebuild their support networks, and rebuild their lives, moving towards independence. Program models can range from medical treatment, healing modalities, counselling, to community economic development.

Section 2: FIMUR Allocation Process

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Section 2: FIMUR Allocation Process

2.1 Distribution of FIMUR Housing Program Funds

FIMUR Housing Program funds will be targeted for the three program components as follows:

FIMUR Housing Program Component	Percentage of Allocation
Income Rent Calculation (IRC) and Affordable Rental Housing	50%
Supportive and Transitional Housing	40%
Assisted Homeownership	10%
Total	100%

2.2 FIMUR Housing Program Provincial Funding Allocation Model

The FIMUR Housing Program funding, inclusive of all components, will be allocated as follows:

- \$6.0 million is allocated for the assisted homeownership program
- \$50.6 million is allocated to long-term rental including supportive and transitional housing, of which, \$1.2 million is designated for an Inuit set-aside to address the specific housing needs of Inuit people living in the Ottawa-Gatineau region of Ontario;
- \$0.1 million is allocated for proponent development funding
- \$0.4 million is allocated for community engagement and consultation
- \$3.0 million is allocated to cover administration over the program's life which will extend beyond 20 years. This will ensure both long-term accountability and oversight of the housing units developed for Aboriginal people living off-reserve in Ontario.

The Province of Ontario has been divided into three regional areas to facilitate the distribution of units. The regions are defined as follows:

Northwest: From Wawa, White River, and Longlac in the east, to the Manitoba border and all that territory above the Albany River to Hudson Bay.

Northeast: From Wawa, Dubreuilville, Hornepayne and Calstock in the west to the Quebec border, including Moosonee and Moose Factory to the north, and Manitoulin Island in the south; to the southern boundaries of Bruce, Grey, Simcoe, Muskoka, Haliburton, Nipissing and Renfrew.

Southern: The remainder of Ontario with the exception of **the Greater Toronto Area of Halton, Peel, York, Durham and Toronto regions.**

Regional Map



2.3 Program Delivery

The FIMUR Housing Program funding for all three components is required to be committed by December 31st, 2011.

2.3.1 Allocation

Funding for the Rental component will first be allocated using an Expression of Interest (EOI) to acknowledge the urgent need for off-reserve Aboriginal housing and proposals currently developed and ready to proceed. A request for proposal (RFP) process will subsequently be used for funds that are not allocated after the EOI process.

Direct Delivery

In the areas of any region where capacity to deliver does not exist but need is present, direct delivery may be employed by OAHSSC, preferably on an interim basis until such time as an Aboriginal housing provider/property manager can take over. The skills and experience contained in the corporation will be utilized for capacity-building and engaging the community.

All parameters in these Guidelines will be followed by OAHSSC for direct delivery projects with the exception and/or clarification of that described below.

The OAHSSC Board may decide, based on Proposal Review Committee (PRC) (see Section 5) recommendations, to directly deliver housing projects to ensure adequate geographic distribution and to meet identified need. Milestone payments will be approved by the Board. A Board Resolution will be required for each Direct Delivery project.

Direct delivery will not exceed 10 percent of the capital allocated to the rental component of the FIMUR Housing Program.

Section 3: Seed Funding, Proposal Development Funding & Pre-Development Funding

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Section 3: Seed Funding, Proposal Development Loans, and Pre-Development Funding

The FIMUR Housing Program has a limited amount of Pre-Development funding, allowing for a maximum of \$10,000 per proponent which will be most valuable in assisting those proponents that may not qualify for CMHC's Seed funding. CMHC has included the FIMUR Housing Program in its eligibility criteria to allow proponents access to grants up to \$20,000. FIMUR proponents may also apply for CMHC's proposal development loans to a maximum of \$100,000. All proponents are encouraged to apply for CMHC's Seed Funding and Proposal Development loans through the Affordable Housing division of CMHC.

3.1 CMHC's Seed Funding

Financial assistance (grants) of up to \$20,000 is available to potential housing proponents who are in the early stages of developing affordable housing project proposals. CMHC Seed Funding provides proponents with financial assistance to evaluate the housing need and demand in their community and how to obtain the money and other resources to make their proposed housing project a reality. The link is provided for your convenience.

http://www.cmhc-schl.gc.ca/en/inpr/afhoce/fias/fias_001.cfm

3.2 CMHC's Proposal Development Loans

Proposal Development Funding (PDF) loans help with the up-front expenses incurred during the process of developing an affordable housing project proposal. Loans of up to \$100,000 are available for affordable housing project proposals by non-profit or private sector proponents. At its sole option, OAHSSC will consider PDF loan repayment as an eligible capital cost under the FIMUR Housing Program.

http://www.cmhc-schl.gc.ca/en/inpr/afhoce/fias/fias_004.cfm

For further information, contact
Senior Advisor, Affordable Housing Centre
Canada Mortgage and Housing Corporation
Community Development Centre - Ontario
100 Sheppard Ave E, Suite 500
North York, Ontario M2N 6Z1
Telephone: (416) 250-3229
Fax: (416) 218-3400
dmayer@cmhc-schl.gc.ca

3.3 Direct Pre-Development Funding

Direct pre-development funding of up to \$10,000 per project for a limited number of projects is available through the FIMUR Housing Program for those projects that may not qualify for CMHC's seed funding. Proponents interested in applying should complete and submit the application in Appendix A, along with their letter of Expression of Interest in Appendix D.

Section 4: Rental Housing Component

(Income-Rent-Calculation, Affordable Rental Units, Supportive & Transitional Housing)

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Section 4: Rental Housing

4.1 Program Component

Affordable Rental Units are those that have a maximum rent based on 80% of the CMHC average market rent (AMR) for the community.

Income-Rent-Calculation (IRC) housing consists of units in a housing project that will be occupied by Aboriginal households who qualify for IRC assistance. The FIMUR Housing Program requires that rent be in a range between 25% of total household income and 80% of CMHC's updated Average Market Rents. A project can contain a mix of both IRC and affordable rental units, to be determined by the proponent to meet the need of the community and make the program viable.

Transitional Housing is intended to offer a supportive living environment and tools and opportunities for social and skills development. Transitional housing is conceptualized as an intermediate step between an emergency crisis shelter and permanent housing. It is more long-term, service-intensive, and private than emergency shelters, yet remains time-limited to stays of three months to three years. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to rebuild their support networks, and rebuild their lives, and move towards independence. Program models can range from medical treatment, healing modalities, counselling, to community economic development.

Transitional Housing can range from service-intensive programs with rigorous expectations of residents ("high-demand" programs) to programs with flexible requirements and optional services ("low-demand").

Some examples of populations served by transitional housing are:

- Individuals and families escaping violence
- Individuals and families leaving the emergency shelter system
- Individuals released from institutions/correctional facilities
- Individuals suffering from, or recovering from addictions
- Individuals suffering from, or recovering from poor mental health
- Individuals and families who are relocating to the city from a rural or remote community
- Individuals recently unemployed in communities experiencing economic decline
- Individuals and families who relocate to the city to access medical care
- Families of inmates
- Youth who are involved or have been involved with Children's Aid Society (CAS).
- Families in mediation
- College/University or High School students who are relocating to the city from a rural or remote community; and
- Individuals and their families relocating to access apprenticeships

Supportive Housing provides permanent housing for Aboriginal people who need essential support services to live independently in the long term. Supportive housing can be for individuals or families that require emergency or support services. Supportive housing can take many different forms including but not limited to the provision of attendant health care, counselling for Aboriginal women and children escaping a violent environment, Aboriginal men seeking counselling for drug/alcohol abuse, and Elders requiring special support services. If a proponent is interested in developing a supportive housing project requiring annualized or grant type funding, the group will need to work closely with a support service agency; or if a level of government, with the government agency providing funding. Funding for the supportive housing operations are not funded by the FIMUR Housing Program.

Physically accessible unit allocations that have been modified for physically challenged residents are not recognized as supportive housing unless there is a supportive component attached (e.g. quadriplegic persons requiring assistance to perform everyday tasks such as meal preparation, physiotherapy, personal hygiene, and any other requirements of support this tenant may not be able to perform).

Supportive units may be either integrated into a project or dedicated to a single project. Groups will want to ensure that multi-year funding commitments and partnership agreements or arrangements are their first priority.

Housing with support services include, but are not limited to, youth programming, support services for victims of violence, substance abuse/addictions treatment, parenting programming/workshops, life skills workshops, legal Services, housing and homelessness programming, home care, health care, employment skills training, counselling, community supports, child care, budget/credit counselling, and advocacy.

Supportive Housing may be provided for the following:

- Independent living units with support services for seniors and elders
- Assisted home living
- Individuals with mental illness
- Individuals with Fetal Alcohol Spectrum Disorder (FASD)
- Individuals with chronic illness or those who are in need of ongoing medical services.
- Youth at-risk (including at-risk of homelessness)
- Teenage parents
- Individuals and families escaping violence or leaving the emergency shelter system
- Individuals and families released from institutions/correctional facilities
- Individuals and families with addictions
- Individuals and families who are at-risk of homelessness
- Youth who are involved or have been involved with Children's Aid Society (CAS)

4.2 Mandatory Criteria

All proponents applying for units under the FIMUR Housing Program must:

- be Aboriginal organizations or a partnership between Aboriginal and non-Aboriginal organizations;
- be incorporated (or in the process of) in Ontario or incorporated under the Canada Business Corporations Act with a head office and operations that are primarily in Ontario;
- be in non-reserve urban or rural areas of Ontario;
- provide housing for self-identifying Aboriginal people who will reside off-reserve;
- demonstrate they will be affordable for a minimum of 20 years;
- be planning to utilize the FIMUR program to house 100% Aboriginal Households;
- commit to provide housing for Aboriginal families and/or individuals, without priority given to members of any organization, First Nation, or tribal affiliation unless otherwise provided for specifically under the program;
- give priority to families escaping violence; and
- submit a proposal that corresponds to the goal and objectives of program, including eligible types of development. Eligible types of development are:
 - New construction
 - Renovation and rehabilitation
 - Additions to existing stock of all types
 - Acquisition of rental buildings
 - Conversion of non-residential buildings to rental

For acquisitions, renovations and/or rehabilitations, existing tenants cannot be displaced for the purposes of this program.

In addition, the Board of Directors of the Aboriginal organization(s) involved must be comprised of a majority of Aboriginal Directors. Proponents comprised of partnerships with non-Aboriginal organizations will be required to demonstrate that the Aboriginal organization is the project lead and holds the majority for decision making purposes, either by agreement or by Board resolutions provided at the time of application.

A non-Aboriginal organization would be required to transfer control of the asset (property) to the Aboriginal organization partner.

Proponents are accountable to the Aboriginal community by having a Board of Directors selected by, and from, the Aboriginal community. The hiring policies should demonstrate the utilization of the talent, skills, and experience of the Aboriginal community.

If qualified Aboriginal people are not available at the time of hiring, then proponents are encouraged to develop and implement apprenticeships for those positions with a completion date (i.e. two years) at which time the apprentice should be able to take over the position should it become available. The proponent will be required to implement training programs in an attempt to maximize Aboriginal staffing.

Please also refer to Appendix C - Proponent Checklist.

4.3 Other Criteria

a) Capacity to develop, deliver and operate the project

Proponents will be required to demonstrate their ability to build and operate the project including information on past development experience, track record and financial capacity to undertake the project. The capacity of Aboriginal Housing Proponents will be assessed on their past housing, corporate and financial management experience, as well as, the housing and operating plan. Section 5.5 stipulates what details should be incorporated in the proponent's housing plan. Furthermore, Pages 7 to 17 of the EOI guides proponents through this process.

b) Project Information

Each group is required to outline the type of project that they intend to develop. The development concept includes the type of unit, new construction, or acquisition/rehabilitation, size and design.

Preference will be given to proponents with projects that target Aboriginal individuals or families with low- to moderate-income, or those in core need

The development concept also requires that the group:

- I. outline the justification for the project. This justification is provided by the identified or demonstrated need in the community and surrounding area using studies and other evidence-based materials such as needs assessments, environmental scans, reports and waiting lists;
- II. be energy efficient and be consistent with the evaluation criteria; and
- III. utilize the Aboriginal community to the greatest extent possible.

c) Consent Requirements

- I. For land and buildings administered under a program under the Social Housing Reform Act, transfer orders and projects with operating agreements, concurrence from the respective Service Manager to seek a provincial ministerial consent to encumber, develop or redevelop, or sever the land or buildings will be required.
- II. For vacant land and buildings identified as part of the Rural and Native Housing Program portfolio, concurrence from OAHSSC to seek a provincial ministerial consent to encumber, sever, transfer or mortgage said land and buildings will be required.

- d) Proposals encompassing supportive services will require a letter from the funding body to provide funds for an ongoing support service to the required number of units or people, and a letter from the agency/organization/facility/hospital that will provide services (if different from previous) for the units or people at the project.

4.4 Submission Requirements

Letters Patent	
Board Resolution	
Completed Expression of Interest	
Project Budget	
Partnership Commitment(s)/Agreement(s)(if applicable)	

Please also see Appendix C.

Section 5: Evaluation of Proposals

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Section 5: Evaluation of Proposals

The FIMUR Housing Program is administered and managed by OAHSSC, with technical support and expertise provided by experienced housing program professionals.

The selection process will entail three steps to ensure fairness and accountability:

1. Review by technical staff to ensure submissions are complete and meet eligibility criteria;
2. Review by an independent selection committee (Proposal Review Committee), who will make their recommendations to the OAHSSC Board of Directors based on the mandatory and other eligibility criteria; and
3. Final decision by the OAHSSC Board of Directors, adhering to very strict conflict of interest guidelines, as well as considering the priorities identified in the provincial OAHT engagement process and report.

5.1 Composition and Selection of the FIMUR Proposal Review Committee

The FIMUR Housing Program Proposal Review Committee (PRC) will consist of the following:

- One representative appointed by each of the three Provincial Aboriginal Organizations (PAOs) that comprise the Ontario Aboriginal Housing Support Services Corporation (OAHSSC) Board of Directors:
 - a. Ontario Federation of Indian Friendship Centres (OFIFC),
 - b. Ontario Native Women's Association (ONWA), and
 - c. Métis Nation of Ontario (MNO);
- One representative of the Inuit community selected by the OAHSSC Board of Directors through a call for nominations;
- One representative of the non-profit off-reserve Aboriginal housing sector selected by the OAHSSC Board of Directors through a call for nominations;
- A Chairperson selected by the OAHSSC Board of Directors according to the FIMUR Proposal Review Committee criteria, through an open call for interested candidates.

In addition, the OAHSSC Executive Director will assign one OAHSSC staff person as non-voting technical support to the FIMUR Housing Program Proposal Review Committee.

5.2 Conflict of Interest, Proposal Review Committee

In the event that during the proposal review process as set out in the Proposal Review Terms of Reference (ToR) , a member realizes that he or she has a pecuniary or personal interest, in any matter, or otherwise has a conflict of interest as a member he/she:

- a) Shall disclose his/her interest fully at a meeting of the Proposal Selection Committee in the manner prescribed by the Ontario Corporations Act (OCA);
- b) Shall disclose his/her interest and the general nature thereof prior to any consideration of the matter in the meeting;

- c) Shall not take part in the discussion of or decision-making on any question in respect of the matter, including leaving the room at the request of the PRC; and
- d) Shall not in any way, whether before, after or during the meeting, influence the decision-making on any such question.

The pecuniary or personal interest, direct or indirect, of an immediate family member shall, if known to the Chairperson, be deemed to be also the pecuniary interest of the member.

Every declaration of interest and the general nature thereof shall be recorded in the minutes of the meeting.

5.3 Proposal Review and Decision Making Process

- Subsequent to the stipulated closing date for the Expression of Interest submissions, all proposals will be reviewed by OAHSSC personnel for completeness. Proposals that contain all of the required information will be summarized for consideration by the FIMUR Housing Program Proposal Review Committee.
- The Proposal Review Committee will convene within one month following the OAHSSC personnel review outlined above.
- The Proposal Review Committee will score the EOI submissions according to the mandatory and other selection criteria of the FIMUR Housing Program Guidelines.
- In the event that two proposals within the same region receive equal points according to the proposal selection criteria, yet limited funding does not allow for both to be funded, the Proposal Review Committee will:
 - a) develop recommendations on how each proposal can be more competitive;
 - b) request that OAHSSC personnel contact the proponents to discuss revising their proposals and invite them to resubmit within a specified timeframe, to be determined by the FIMUR Housing Program Proposal Review Committee.
 - c) In the event that such a request for revised proposals is not possible, the Proposal Review Committee will use discussion and consensus-based decision-making to choose the successful submission, documenting the process.
- The selected proposals will then be recommended by the PRC to the Board of Directors for final approval and decisions.
- Once fully accepted the Chairperson of the OAHSSC will inform the successful applicant about receiving a conditional project approval (Stage 1 Commitment) by way of a conditional project approval letter.
- Groups that are not successful in receiving a conditional project approval (Stage 1 Commitment) will receive written correspondence outlining the reasons why their proposal was not selected, to assist in re-applying (if applicable). The Proponent may request the information in writing or request a meeting for a “debriefing.”

5.4 Mandatory and Other Criteria

In addition to the following, projects will be evaluated against the criteria outlined in sections 4.2, and 4.3.

5.5 Project Design/Housing Plan

The Proponent should describe the following as related to the proposed project plan:

- a) Target Population, which should be justified using:
 - 1.a.1. Identified Need: housing that meets the needs identified in the provincial Off-Reserve Aboriginal Housing Trust (OAHT) engagement process; and/or
 - 1.a.2. Demonstrated Need: housing that meets the needs of Aboriginal people living off-reserve in a specific community or area in Ontario, as demonstrated by the proponent in its proposal using studies and other evidence-based materials such as needs assessments, environmental scans, reports and waiting lists.
- b) Support Service Offered (if applicable)
- c) Corresponds with FIMUR Housing Program requirements: All proponents applying for units under the FIMUR Housing Program must be non-profit off-reserve Aboriginal organizations or partnerships that have a specific mandate to design and deliver housing that meets the specified needs of the local Aboriginal community living off-reserve that will occupy the housing
- d) Maximum Rent

For housing projects that include income-rent-calculation (IRC) units, where market rent units are possible, maximum rents will be based on 80 percent of CMHC's average market rents (AMR).

If a Proponent makes provision for affordable rental units (maximum rents), they will be required to justify the demand based on community market conditions including the overall vacancy rate. The Proponent must also indicate the numbers of individuals (households) that would be eligible to occupy these units from their waiting lists or needs analysis. All groups will be required to establish fair affordable rents for each unit to ensure that tenants will not be displaced because of increasing family income levels once they are established in the residence.

Rents charged must fall within a range of 25 percent of gross income and 80 percent of CMHC's updated Average Market Rents (AMR). Clients on Ontario Works (OW) or Ontario Disability Support Program (ODSP) shall be charged based on the annually updated Ontario provincial rent scale. Rent shall be inclusive of utilities.

- e) Provision for Surplus

- i. Any surplus funds from the operation of the Units must be put into a restricted capital replacement reserve.
 - ii. Surplus funds from the Units must continue to be directed to the restricted capital replacement reserve until the reserve reaches a dollar level equal to or greater than 10% of the original capital cost of the funded Units.
 - iii. Once the restricted capital replacement reserve reaches 10% of the original capital cost of the funded Units, then those additional funds may be used for other non-profit housing related expenditures at the discretion of the Proponent's Board of Directors.
- f) Utilization of Aboriginal Community: preference will be given to projects that utilize the Aboriginal community, such as Aboriginal contractors and consultants when all other criteria are met.
- g) Eligible types of projects for development include:
- New construction
 - Renovation and rehabilitation
 - Additions to existing stock of all types
 - Acquisition of rental buildings
 - Conversion of non-residential buildings to rental
- h) Size of Project/Number of Units: An assessment will be made as to the relative size of the project compared to the overall need identified or demonstrated in the community, funding availability, and programme conformity. It is anticipated that the submissions will target a range of 5 to 50 units.

The maximum capital funding limit is \$170,000.00 per unit. FIMUR Housing Program funding may cover up to 100 percent of project capital costs; however, applicants are encouraged to seek additional sources of financing.

- i) Culturally appropriate housing: which takes into consideration the cultural values, norms, expectancies, and attitudes of a population in its design, directives and policies. As the cultural values, norms, expectancies, and attitudes of First Nation, Inuit and Métis people vary between communities across the province, housing proponents are asked to demonstrate in their applications the culturally appropriate measures specific to their communities that have been integrated into the design, policies and guidelines of the housing plan.
- j) Accessibility: refer to Information Appendix H.

k) Energy efficiency, green material

All else being equal, preference will be given to Proponents that incorporate energy efficiency measures in their design. FIMUR Housing Program's energy efficiency requirements utilize the premier "green building" rating system. LEED (leadership in energy and environmental design) was developed initially by the US Green Building Council, and has now been adopted by the Canada Green Building Council (CGBC). In both countries, LEED has accelerated the design and construction of green buildings.

LEED has evolved from one standard for new construction only to a comprehensive system of six interrelated standards covering all aspects of development and construction. LEED is fast emerging as the internationally accepted benchmark for the design, construction, and operation of high performance green buildings.

The first step toward LEED certification is registering the project with the Canada Green Building Council. Registering early in the development process ensures the maximum potential for high building performance and establishes contact with the CGBC.

<http://www.cagbc.org/leed/register/index.php>

LEED Canada rating systems applies to:

- new construction
- commercial interiors
- core and shell
- existing buildings
- homes
- neighbourhood developments

Project ratings are certified by the CGBC based on the total point score, following an independent review and audits of selected Credits of documentation submitted by a design and construction team. With four possible levels of certification (certified, silver, gold and platinum), LEED is flexible enough to accommodate a wide range of green building strategies that best fit the constraints and goals of particular projects.

Proponents may find websites for the following organizations useful in developing their requirements:

Federal Office of Energy Efficiency <http://oee.nrcan.gc.ca/>

Ministry of Energy <http://www.energy.gov.on.ca/>

Conservation Bureau of the Ontario Power Authority

<http://conservationbureau.on.ca/>

Social Housing Services Corporation

<http://www.shscorp.ca/content.aspx?file=rc/EnergyEnvironment.html>

l) Capital Budget

- 1.1.1. Estimate of project costs including cost per unit and partnership contributions.

An assessment will be made about whether this cost is reasonable based on the description of the units to be constructed and the overall development. This estimate helps to determine whether the proposal is reasonable within the programme cost guidelines. Please see sample Project Capital Budget below.

- 1.1.2. Affordability and cost effectiveness;

- 1.1.3. Financial Viability: OAHSSC must confirm the proponent's financial plan is financially viable.

m) Proposed Development Schedule

Timely development (projects that are substantially “ready to go” would have a preference to those that may require lengthy, and costly, zoning or other processes).

Please also see Appendix C.

22 RENOVATION/CONVERSION
 23 STOVES AND FRIDGES
 24 LAUNDRY EQUIPMENT
 25 FURNISHINGS & EQUIPMENT
 26 OTHER
 27 TOTAL BUILDING

Landscaping and Site Improvements if under separate contract

28 SURFACE PARKING
 29 LANDSCAPING
 30 ON SITE SERVICING
 31 OTHER (SPECIFY)
 32 TOTAL LANDSCAPING AND SITE IMPROVEMENTS
 33 SUBTOTAL

34 CONTINGENCY (NOT TO EXCEED 3%)
 35 GST
 36 TOTAL

37 EQUITY CONSTRUCTION
 38 OTHER FUNDING SOURCES
 38 NET CAPITAL COSTS

5.5.1 Project Delivery/Operating Plan

The Proponent should describe the following items (if applicable) as related to the proposed project plan:

a) Support Services

Support services include, but are not limited to youth programming, support services for victims of violence, substance abuse/addictions treatment, parenting programming/ workshops, life skills workshops, legal services, housing and homelessness programming, home care, health care, employment skills training, counselling, community supports, child care, budget/credit counselling, and advocacy.

An explanation of the type of supportive or transitional housing the proponent intends to provide should be included. A commitment for the supports or services not covered by the FIMUR Housing Program (which only provides capital funding) will need to be attached to the submission.

1.a.1. Type provided; and

1.a.2. Supportive/transitional housing commitment/partnership

b) Staff Plan

c) Operating Budget

1.c.1 Short and long term economic viability: Proponents must demonstrate that the project can stand on its own.

1.c.2 Financial sustainability (20 years): Proponents must demonstrate that the project will be affordable for a minimum of 20 years cost effectiveness.

1.c.3 Income/ expense

d) Operating Partnerships

1.d.1. Type, outline of partners, duration; and

1.d.2. In-kind donations and ability to provide equity through partnership arrangements

e) Utilization of Partnerships

Proponents are encouraged to develop partnerships for their project as costs associated with supports, such as health care, counselling, etc. are not eligible under FIMUR Housing Program. Partnerships with your municipality may impact development fees and possible realty tax abatements, or other advantages.

5.6 Conflict of Interest Guidelines for Proponents

Where a member, employee, director, or contractor of the proponent, either on his/her behalf or while acting for, by, with or through another, has any pecuniary or personal interest, direct or indirect, in any matter, or otherwise has a conflict of interest, as a member, employee, director or contractor of the proponent, he/she:

- a) shall disclose his/her interest fully in the manner proscribed in writing (as found in the RFP,) by the Ontario Corporations Act;
- b) shall disclose his/her interest and the general nature thereof prior to any consideration of the matter in the meeting;
- c) shall not take part in the discussion or decision-making on any question in respect of the matter; and,
- d) shall not in any way whether before, after, or during the meeting influence the decision-making on any such question.

The pecuniary or personal interest, direct or indirect, of an immediate family member shall, if known to the member, employee, director or contractor be deemed to be also the pecuniary interest of the member, employee, director or contractor.

Section 6: Approval Process

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6.6	Post Construction Requirements	56

Section 6: Approval Process

6.1 Conditional Project Approval (Stage 1 Commitment)

Subsequent to the evaluation process, a proponent that successfully completes the Expression of Interest/proposal submission process will receive a conditional project approval. The proponent will be informed of its success by way of a letter from OAHSSC. Subsequent to receiving the conditional project approval letter the successful groups will receive an instruction letter from the Executive Director or designate of OAHSSC outlining the next steps in the process. This is Stage One of the approval process.

6.2 Partnership Agreement

The instruction letter from OAHSSC will outline that the successful group will be required to sign a partnership agreement with OAHSSC. The purpose of the agreement is to set out the responsibilities of the parties during the development phase of the project. The agreement also identifies timelines, budgets, communication procedures and remedies for non-performance.

The Partnership Agreement will also set out post development annual reporting requirements and outline the registered charge on the development lands that will run throughout the Affordability Period requirement. In an effort to ensure that the Aboriginal community retains control of the capital contribution a 30 year right-of-first refusal in favour of OAHSSC will be included in the registered charge. This is Stage Two of the approval process.

6.2.1 Insurance

The Proponent shall maintain for the term of the Partnership Agreement:

- (a) Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence.

The policy shall include the following:

- (i) The Indemnified Parties as additional insurers with respect to liability arising in the course of performance of OAHSSC's obligations under, or otherwise in connection with, the Agreement
 - (ii) A cross-liability clause
 - (iii) Contractual liability coverage
 - (iv) 30 day written notice of cancellation, termination or material change
- (b) Errors and omissions liability insurance insuring liability for errors and omissions in the performance of or failure to perform this Agreement, in the amount not less than two million dollars (\$2,000,000.00) per claim and in the annual aggregate

- (c) Property insurance for the property in to a sum insured commensurate to the full replacement value of the asset(s), insured against the perils of “all risks” of physical loss or damage

6.2.2 Proof of Insurance

The Proponent shall provide OAHSSC with certificates of their insurance or other proof, as may be requested by OAHSSC that confirms the insurance coverage as provided for in 6.2.1.

Upon the request of the Province, OAHSSC shall provide the Province with certificates of insurance or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in 6.2.1. Upon the request of the Province, OAHSSC shall make available to the Province a copy of each insurance policy.

6.2.3 Tendering

NOTE: More restrictive tender requirements may be used at the discretion of OAHSSC based on local tender practices.

The Proponent is required to document the approval process, which indicates the value and level of authority to be responsible for approving a contract. In cases where the lowest quote is not chosen by the Proponent the decision and level of approval must be documented and will be subject to audit by OAHSSC or its designate.

Proponents must ensure that Suppliers/Contractors/Consultants:

- ✓ Provide proof of liability insurance,
- ✓ Comply with all relevant legislation. (i.e. WSIB)

6.2.4 Contracts

Where the cost of repair work is \$5,000 or less, a Work Order or Purchase Order can be utilized. Work/Purchase Orders are to be used for items such as maintenance services, rehabilitation labour, construction services, or purchase of materials or supplies.

In order to ensure competitive prices are obtained, OAHSSC shall complete a periodic enquiry to a sampling of contractors requesting information on current costs/labour rates.

From \$5,000 to \$24,999 the Proponent is required to implement fair, equitable procedures by:

- Obtaining three written competitive, comparable, quotations from suppliers, contractors and/or consultants. Requests for quotes must clearly identify the scope of the work required.
- For contracts over \$25,000 (goods and services) the Proponent is required to implement fair, equitable procedures in:
- Implementing a public or invitational tender (obtaining a minimum of 3 tenders). Tenders must follow a sealed bid process.

If an emergency arises, the Proponent may take such steps as are required to respond to the emergency and expend funds as may be necessary to resolve or stabilize the problem. The Proponent must contact OAHSSC as soon as possible and shall provide OAHSSC promptly with a full written report outlining the emergency, the steps taken and the expenses incurred.

OAHSSC may at any time request copies of documentation related to the project.

Cost overruns will not be funded for any project whether new construction, acquisition/rehabilitation, or otherwise.

6.3 Acquisition/Rehabilitation

The following is the process for proponents who have received a conditional project approval under the FIMUR Housing Program and want to purchase scattered housing or an existing multi-unit residential building containing no more than 12 units. This can apply to rental, and Supportive/Transitional housing.

(a) Submission and Review Process

There are two mandatory approval milestones post receipt of a project's conditional project approval for the analysis and approval of scattered units, preliminary approval and final approval (final commitment). Proponents must submit the required reports at each stage in order to receive approval and respective funding to proceed to the next stage.

The proponent must receive final approval within a twelve month timeframe. The development schedule attached to the partnership agreement must reflect this timeframe.

OAHSSC staff will strive to ensure that the review process is able to correlate with the timelines negotiated into the purchase and sale transactions. The intent of this clarification is to expedite these projects within a ninety (90) day timeline from the date the proponent signs the purchase and sale agreement and within twelve months of receipt of a conditional project approval.

(b) Preliminary Analysis:

Proponent Submission Requirements for Preliminary Commitment:

The requirements listed below must be submitted by the Proponent to OAHSSC for review as soon as possible after the conditional Purchase and Sale Agreement has been signed. Given the tight timelines for the review and approval of scattered units, the proponent must submit the following studies no later than fifteen (15) business days after signing the agreement. In turn, OAHSSC must receive and complete the review process within fifteen (15) business days of receiving all applicable documentation from the proponent.

i) Legal Requirements

- Conditional Purchase and sale agreement with required environmental condition and Vendor disclosure statement. (refer to section of partnership agreement)

- ii) Planning Status
 - Letter from Municipality confirming zoning
- iii) Building Design
 - Concept Drawings (Multiple unit buildings)
 - Inspection Report with Scope or Work Report (rehabilitation report)
- iv) Market Appraisal
 - Standard Form Appraisal
- v) Project Capital Budget
 - Estimated Capital Budget
- vi) Supportive/ Transitional Housing
 - Confirmation of Support Funding (if applicable)
 - Confirmation of partnership (agreement(s))

Time is of the essence in the selection and approval of scattered units, therefore reasonable effort must be made by the proponent and OAHSSC staff to assess and approve the project within the timelines agreed to by each party, and dictated by the Offer to Purchase. If the Proponent is studying several properties in an attempt to select the most appropriate, only the selected property reports are required to be submitted.

(c) OAHSSC Procedures for Preliminary Commitment:

The property review from the Proponent should be completed within fifteen (15) business days of signing the Conditional Agreement of Purchase and Sale. Each property submitted by the proponent for consideration must be inspected by a site inspector as part of the preliminary review process and also include a Standard Market appraisal.

If the proponent is purchasing more than one scattered unit they should be encouraged to bulk tender for services. For instance, it will probably be more economical to tender appraisals for a number of sites or ask the Inspector to do a number of reports and scopes of works.

i) Legal Review

A warranty in the Conditional Purchase and Sale Agreement regarding Environmental site impacts is a mandatory program requirement. Further each property must have a Seller Property Information Statement (Ontario Real Estate Association Form 220 and 222 if required) completed to be acceptable. If the Vendor is unwilling to accept the warranty requirement, does not complete the disclosure statement, or suggests there may be potential contamination that would require further studies to be undertaken or the site to be cleaned, the proposed scattered unit project must be rejected.

Mandatory Warranty Requirement: “The Seller represents and warrants to the best of the Seller’s knowledge and belief that during the period of his ownership of the property, that: all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided

for herein, no pending litigation respecting environmental matters; no outstanding Ministry of the Environment Orders, investigations, charges or prosecutions regarding environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters that are in possession of the Seller. The Seller further authorizes the Minister of the Environment, to release to the Buyer or Buyers Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property.

The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.”

Some multi-residential units may also require further internal contaminant studies such as an asbestos study.

ii) Planning Status Review

A letter from the Municipality with respect to property zoning is necessary. This letter should confirm that the site is properly zoned for the intended use of the proponent.

iii) Building Design Review

An inspection of each proposed property must be completed by a certified building or home inspector. Based on this Inspection Report a scope of work must be developed following the technical format provided. The inspector will note all work that must be done, both urgently and in the near future, and at what potential cost. Special attention should be given to energy and cost efficiency improvements.

If the renovation of the project is more than cosmetic and any form of building permits are required, the proponent may hire an architect, certified architectural technologist, or engineer to provide a scope of work and the concept drawings.

OAHSSC will not be required to review any drawings with respect to requirements to obtain building permits. The full responsibility for obtaining all applicable approvals rests with the proponent(s).

iv) Market Appraisal Review

The appraisal for scattered units or existing multi-residential properties should be a standard form market appraisal for a residential unit. Certified Residential Appraiser (CRA), Appraisal Institute of Canada, Ontario Association is the minimum certification of the person completing the appraisal.

v) Project Capital Budget Review

The Proponent must provide an estimated project capital budget using the forms provided for each property. A Preliminary Commitment can be given if:

- the purchase price of the property is no more than the appraised value of the house in its present condition;

- renovation costs plus purchase price are deemed acceptable for the region; and
- associated project development costs (use examples) are within established program and market guidelines.

If the proponent has assessed more than one property the costs for no more than three sets of reports (appraisal, letter confirming zoning, concept sketches, and scope of work) can be incorporated in the project capital budget.

vi) Legal Requirements Review

- Proponents are required to enter into a Conditional Agreement of Purchase and Sale acceptable to the proponent and OAHSSC.
- The Agreement of Purchase and Sale must not have a closing date of earlier than 90 days (preferably longer) and be conditional for no less than 30 days from receipt of all required documentation (unless otherwise agreed to by OAHSSC).

It is the responsibility of the Proponent (and the right of OAHSSC) to review the Agreement of Purchase and Sale and to ensure that it meets the requirements and that the Partnership Agreement and conditions can be met within the program parameters and reasonable timelines.

(d) Proponent Submission Requirements for a Final Commitment:

Renovations costing more than \$25,000 must follow an invitational tender process of three or more qualifying contractors. Projects of less than this value can expedite the tendering by inviting no less than three contractors to bid on the work at the same time at the property. Written evidence of the bids must be kept for the records, as OAHSSC has the right to request and review the bids.

The Final Analysis submission package must be submitted to OAHSSC head office for review no less than thirty days prior to the closing of the land transaction. This not only allows for review and approval process but also provides time for OAHSSC approval and for the release the funds. The package must include:

- i) Building Design
 - Construction Drawings (if applicable)
 - Copies of Municipal Permits (if applicable)
 - Tender Package (if applicable)
- ii) Project
 - Capital Budget Final Tendered Cost Budget
- iii) Legal Requirements
 - Copies of Agreements (Purchase and Sale)
 - Board Resolution to enter into the agreement
- iv) Evidence of Insurance
- v) Supportive/ Transitional Housing Requirements (if applicable)

(e) OAHSSC Procedures for Final Commitment

The submission for Final Commitment must be received by OAHSSC at least 30 days prior to the closing of the land transaction. The procedures for approving Final Commitment and transferring funds will be applied to scattered unit and multi-residential transactions.

i) Building Design Review (Multiple Units)

The drawings and specifications provided for Final Commitment must be adequate for the level of work being undertaken. It is unlikely that a proponent will have received a building permit within the timelines, however an application must be filed, and a letter from the municipality stating that a permit is attainable.

If the building has been redesigned by an architect or engineer, their specifications must be submitted in addition to a construction cost breakdown. OAHSSC technical staff will review the data to ensure completeness.

An OAHSSC review must be done to ensure that the issues identified in the preliminary review have been addressed. The review must be done within the negotiated timeframe to allow for changes before a Final Commitment.

ii) Tender Package

A copy of the lowest or selected Tender bid with supporting documentation is required at this stage. A performance and labour bond is not required on small contracts. However, the contractor must provide at a minimum evidence of \$1,000,000 liability insurance and WSIB coverage.

iii) Project Capital Budget Review

The Project Capital Budget must be submitted using the form provided for each scattered unit.

The final capital cost budget at this stage will include the tendered construction costs and the negotiated costs for the property and required reports.

iv) Legal Requirements Review

Copies of all agreements must be submitted, including the purchase and sale agreement.

v) Insurance Review

vi) Supportive/ Transitional Housing Requirements (if applicable)

6.4 New Construction

Post conditional project approval, the next steps include stipulating:

- A clean, zoned and serviced site within the appraised market value
- A negotiated price of the development site for the approved number of units
- The tendered construction costs within the approved budget
- The soft costs associated with developing the site
- All legal agreements related to the land and project
- The development timetable

Final Project Analysis coordinates all your site and building requirements. This includes:

a) Copy of updated market appraisal (if applicable).

You will need to commission a new appraisal if your original appraisal is over three months old. Your market appraisal must assume:

- the site is zoned by the municipality for your proposed non-profit housing project;
- the site can meet the environmental definitions of 'clean';
- hard services (sewers, water supply etc.) will be in place to meet the needs of your proposed non-profit housing project.

(b) Planning Status – Copies of municipal permits and approvals.

For Final Commitment, your site must be clean, zoned, serviced, and ready for construction. Your Final Submission package is required to contain evidence that all municipal approvals are in place and that any conditions of these approvals have been met.

- Building Permit – Some municipalities have a system where separate permits are issued for demolition, foundations, construction, etc., the Proponent must obtain all the permits necessary for the full construction of your project before the proponent can receive Final Commitment.
- Site Plan Approval (if applicable)
- Certificate of Zoning Compliance
- Other Municipal Agreements (if applicable)
- If the property is (previously) owned, a site certificate or Phase 1 ESA is required.

c) Legal Review

A warranty in the Conditional Purchase and Sale Agreement regarding Environmental site impacts is a mandatory program requirement. Further each property must have a Seller Property Information Statement (Ontario Real Estate Association Form 220 and 222 if required) completed to be acceptable. If the Vendor is unwilling to accept the warranty requirement, does not complete the disclosure statement, or suggests there may be potential contamination that would require further studies to be undertaken or the site to be cleaned, the proposed scattered unit project must be rejected.

Mandatory Warranty Requirement: "The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of his ownership of the property, that: all environmental laws and regulations have been complied with, no

hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting environmental matters; no outstanding Ministry of the Environment Orders, investigations, charges or prosecutions regarding environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters that are in possession of the Seller. The Seller further authorizes the Minister of the Environment, to release to the Buyer or Buyers Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property.

The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.”

d) Building Design requirements including:

- Project Brief – At this stage, the proponent’s project brief must accurately reflect your tendered design documents. The proponent will complete the project brief according to the required format.
- Specifications – The proponent will detail the measurements and features of both your building and site. They will also list the names and addresses of any technical consultants involved in the design of the building.
- Construction Costs – Your construction costs at this stage will be based on the results of your tender process. You/your general contractor must also provide a breakdown of these costs.
- Certificate of Gross Floor Area (Certificate of GFA) – The proponent will provide a Certificate of Gross Floor Area.

OAHSSC will not be required to review any drawings with respect to requirements to obtain building permits. The full responsibility for obtaining all applicable approvals rests with the Proponent(s).

e) Insurance during construction

The general contractor will be insured during the construction phase, and it is also necessary for the proponent, if not acting as the general contractor, as ‘owner’ of the land and building, to have adequate liability and property damage coverage. You may obtain your own liability and property damage coverage, or, when final commitment is pending, your general contractor may provide a letter that states the Proponent will be named on the general contractor’s insurance.

f) Tender Package information (if applicable).

The proponent's Lead/Project Manager or designate will have the lead role in the process of tendering the construction contract and is responsible for the following:

- Preparation and accuracy of all necessary documents
- Co-ordination and administration of the process
- Pre-qualification of bidders (if applicable)
- Ensuring a fair and open process
- Reviewing, evaluating, and summarizing tender results
- Preparing final recommendations

Once a contractor has been selected, the results of the Tender cannot be made known, or a contract signed until you receive Final Commitment.

g) Budgets

Project Capital Budget

- Land Costs – The vendor is responsible for clean up and possibly other things necessary to prepare the land for sale, depending on the structure of the Purchase and Sale Agreement. The costs included in the purchase price would depend on these variables.

Construction Costs will be evaluated and dependent upon factors such as:

- Build form (row house, walk up apartment, scattered units, etc.)
- Gross floor area
- Unit area and density
- Outline specifications
- Relevant local conditions
- Parking requirements
- Landscaping

OAHSSC will evaluate each project on its own merit (guided by the targeted average cost per unit of \$140,650 which is based on \$50.634 million in funding for the Rental Component divided by a target of 360 units) as well as based on the factors described above and will be compared with the construction budget you submitted.

Construction Budget Approval

- To ensure the building and construction budget are reasonable based on the project's own merits, OAHSSC will also review:
 - the construction costs and cost plan;
 - the detailed project brief;
 - the drawings and specifications; and
 - municipal conditions identified related to your zoning or site plan approval.
- The proponent is required to identify and obtain approval for any unusual project features that could increase your construction costs.
- Levies and Development Charges vary considerably between municipalities. Written confirmation of these costs is required from your municipality. If you

receive any rebates or reductions, the amount you save must be used to reduce your capital budget.

- Taxes, Insurance, Audits, and Other Costs – Written confirmation of these costs are required from the appropriate issuing sources.
- Contingency Allowance amount for tendered construction is three percent and is included in the construction contract amount. The contingency amount (three percent) of the Capital Budget applies to soft costs only.
- Shelter and Non-Shelter Costs – OAHSSC assumes most projects will include up to a maximum of 20 percent of the gross floor area for non-residential use, as long as maximum funding per unit (\$170,000) is not exceeded or is supported by other funds. For example, this would include common rooms, office space.
- Capital Costing of Non-Shelter Space – When you are calculating the costs of shelter space and non-shelter space, you must prorate the total gross floor area plus shared landscape space, parking space and other shared areas and facilities. But, prorating may not be acceptable if the design of each space is quite different. For example, if the non-shelter space is to be used for a health club with a swimming pool, it would be considered an amenity. In this case, you must submit a special technical and costing study.
- Amenities must be purchased and operated through funding with separate partnership agreements.
- Savings Incentives before Final Commitment – If the tendered construction amount turns out to be more than five percent lower than the approved construction budget, you may use 10 percent of the savings to:
 - reduce your capital cost;
 - purchase furnishings and/or equipment for the building; and
 - add final details to the construction and/or landscaping.

(h) Board of Director's Resolutions

Your Final Project submission package must include three Board of Directors' resolutions, agreeing to:

- enter the Partnership Agreement with OAHSSC, and any other partnership agreements entered into for the project
- award the construction contract
- close the purchase of the land

Each resolution must be signed by two officers of the board according to the by-laws of the corporation. A certified copy of the resolutions must be submitted to OAHSSC. See Appendix B for a sample resolution.

i) Project and Site related Agreements

You must include copies of site or project related agreements: Municipal Agreements, Construction Agreements, and any the following that pertain to your project:

- Purchase and Sale Agreement
- Development Services Agreement
- Municipal Partnership Agreements

i. Conflict of Interest Guidelines for Directors of Non-Profit Boards

It is required that your Board of Directors adopt and comply with the FIMUR Housing Program Conflict of Interest guidelines

ii. Supportive/ Transitional Housing requirements (if applicable)

OAHSSC requires that those projects with a supportive/transitional housing component which require funding from other sources provide confirmation of funding and/or a provision of services agreement.

iii. Security of Tenure

Residents in all non-profit housing, including supportive or transitional housing, have security of tenure under the Residential Tenancies Act, 2006 or successor legislation except as allowed for under this act, as follows:

- In a care home that is occupied for the sole reason of receiving therapy or rehabilitation, the tenant's rehabilitation or therapy program has ended, and/or
- A tenant of a care home needs more care than the care home can provide, or no longer needs the level of care provided by the landlord.

iv. Program Space

Program space refers to areas within the housing project specifically used for the provision of support services or a support program. Non-shelter space capital cost is funded; the operating costs are not.

(j) Partnership Agreement

You must sign a Partnership Agreement with OAHSSC. The Agreement will be sent to you with your Final Commitment letter from OAHSSC. See Appendix E for the Proposed Partnership Agreement.

6.5 Pre-Construction Requirements

Before you begin construction, you must execute the construction documents and make sure your General Contractor has fulfilled certain requirements. You will then set up a pre-construction site meeting so all the involved parties can agree to the construction procedures and conditions and review the incorporated milestone payments and requirements outlined in the Partnership Agreement.

Once you receive your Final Commitment Letter from OAHSSC you will be able to sign (execute) the construction contract with your general contractor, close the land purchase, and start construction.

(a) Milestone Payments and Closing the Land Purchase

Your first milestone payment will provide you with funds to close the land purchase and to pay for your outstanding fees and charges for project development stages. Before you sign the construction contract, you must submit copies of the required construction and insurance documents as part of your request for your first milestone payment. You must also include the following:

- Record of Advance – This document shows the cost breakdowns for your budget. The cost items should be similar to the items in your approved Project Capital Budget sheet.

Your first milestone advance will be sent to your identified Finance Manager or Project Manager. You should advise, in writing, exactly how you want the funds divided and to whom before the funds are released and invoices paid.

- Building Permit – You must submit a copy of your building permit before you can begin construction.
- Construction Documents – Before construction can begin, you must sign (or execute) the construction contract. But, before that, you must make sure you/your general contractor has submitted the following required construction and insurance documents to OAHSSC:
 - Performance Bond provided to the Proponent by a general contractor and his/her surety company which ensures that the Proponent's project will be completed for the original amount and according to the original drawings and specifications agreed to in the construction contract. OAHSSC requires the Performance Bond to have a value equal to (50%) of the contract price.
 - Labour and Material Payment Bond which ensures that the people supplying labour and/or materials for the Proponent's project, who have a direct contract with the Proponent's general contractor, will be paid as agreed to in the construction contract. Some of the people who supply labour and/or materials for the Proponent's project will not have contracts directly with the general contractor, but with the general contractor's subcontractors, so OAHSSC recommends that the general contractor ask their subcontractors to be bonded as well. The Labour and Material Payment Bond must have a value equal to 50% of the contract price.
 - Commercial General Liability Policy coverage shall not be less than \$2,000,000.
 - Builders Risk Broad Form coverage shall not be less than the contract amount.
 - Comprehensive Boiler and Machinery Policy.
 - Breakdown of contract price for progress payments.
 - Schedule of sub-trades and suppliers, as available.

- Construction schedule, showing beginning and end dates.
- Certificate of Clearance from WSIB, showing good standing.
- Contract or working drawings and specifications marked “issued for construction” (if not already submitted).

b) Pre-Construction Site Meeting

You will arrange a pre-construction meeting at the site when all the construction documents are in place. Attending should be:

- your general contractor and representatives;
- your project manager, or representatives and other consultants;
- members of the Proponent Board; and
- OAHSSC representatives

The purpose of the meeting is to discuss the roles and responsibilities of all the parties and to establish the following:

i) Methods of Notification

The methods to be used to notify consultants, inspection companies, municipal and Ministry inspectors, and other authorities having jurisdiction, that they must go to the site for required inspections and approvals.

(ii) Reporting Procedures

The reporting procedures for consultants and others to use to make sure immediate and effective corrective action is taken where work is being done in an unacceptable manner. Such corrective action may include suspending the activity and immediately removing and replacing defective work, if necessary to meet contract and/or code requirements.

(iii) Shop Drawings

The procedures for submitting and approving shop drawings and finish schedules to ensure there is enough lead time for items to be made and delivered to the site.

(iv) Milestone Payment Approvals

The procedures to ensure the field evaluation of the general contractor’s milestone draws and advance is carried out without delaying the required approvals. Whenever practical, the value of the work completed should be agreed to by the proponent’s general contractor, the proponent’s representative, and OAHSSC inspector at the monthly on-site meeting. The final milestone payment will be subject to a standard 10 percent hold back until it is demonstrated that all development has met construction requirements.

(v) Schedule of Job Meetings

How often job meetings should be held, based on the size and location of your project, and how the jobs meetings relate to the various phases of construction and rate of activity. Scheduled job meetings may vary from weekly to monthly, but must not be held less than monthly.

(vi) Attendance at Job Meetings

To include: the proponent's general contractor; representatives of sub-trades, as appropriate; the Lead/Project Manager or designate; members of the proponent; and, OAHSSC representatives. Representatives of specialized inspection companies or municipal inspectors should also attend, as appropriate, with respect to work that has begun or will start soon.

(vii) Notices

The notices must be publicly displayed according to various federal, provincial and municipal requirements. Also, your general contractor must display approved Progress Payments where all the subcontractors can see it. This is to make sure the subcontractors know what funds have been released and for what percentage of the completed work.

(vii) Storage of Drawings

The method of storing, protecting, and gaining access to the approved construction drawings and specifications that makes sure they are always on site.

(viii) Recording Field Information

The method of recording all required field information related to construction, as carried out on the set of construction drawings. Also, it should determine the method of storing, protecting and gaining access to the construction drawings for review by your Proponent Lead/Project Manager or designate and OAHSSC inspector.

(ix) Construction Disputes

Before construction starts, the proponent and the proponent's Project Manager, and your general contractor should decide how to handle disputes that cannot be resolved during construction. The Canadian Construction Documents Committee recommends you follow the steps of:

- Negotiation
- Mediation
- Binding Arbitration

During the construction phase there may be some situations where you will need a mediator. You should get agreement on the third party mediator and the terms of reference for larger construction disputes before construction starts.

6.6 Post Construction Requirements

Final Capital Cost

The final capital cost budget will include the tendered construction costs and the negotiated costs for the property and required reports.

Communication

Successful Proponents must agree to give public recognition of MMAH's & OAHSSC's roles in providing FIMUR assistance for their project(s).

OAHSSC and MMAH may undertake joint communication activities and products for major public announcements related to the Projects developed.

Examples of major public announcements include;

- project funding announcements,
- groundbreaking ceremonies, and
- official opening events.

Proponent agrees to acknowledge MMAH's and OAHSSC's contributions in public information published by proponents such as annual reports, evaluation reports, brochures, or website material.

Any temporary signage installed at a location where there is visible activity related to an approved Project shall indicate that the MMAH (the Government of Ontario) and OAHSSC are providing support.

A commemorative plaque or permanent sign installed at a completed Project should indicate that MMAH and OAHSSC have provided support for the Project.

Proponents will provide OAHSSC with proposed text that will acknowledge MMAH's and OAHSSC's contribution, prior to publishing public information and installing signage.

Any signage, plaque or communication material requested by MMAH will be funded by MMAH.

Proponents must receive prior written approval from OAHSSC for any major public announcements, communication activities, and/or marketing materials.

Audited Statement

- (a) The Proponent shall submit to OAHSSC, an audited financial statement by a licensed public accountant (e.g. Chartered Accountant) with respect to the expenditure of the Funds provided to it pursuant to this Agreement, within ninety (90) days or such additional time as may be determined by OAHSSC following the date on which OAHSSC is advised by the Proponent that the Project will not proceed or the date Development Activities related to the

Project have been fully completed or a date selected at the sole option and determination of OAHSSC.

- (b) Following the full completion of the Development Activities related to the Project, the Proponent shall submit to OAHSSC a completed information report in the form outlined in Schedule “G” in the Partnership Agreement, and annually thereafter shall submit to OAHSSC completed information reports in the forms outlined in Schedules “H” and “I” of the Partnership Agreement.
- (c) Upon notice, OAHSSC (or its designate) may request access to physical property information and exercise rights to view records to ensure compliance.

Section 7: Reporting Requirements

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Section 7: Reporting Requirements

Proponents are required to report to the OAHSSC on the status of their project(s) on a monthly basis during the development and construction phase of projects.

Annual post-occupancy reporting is required for the 20 year forgiveness period. The reporting ensures compliance with the provisions of the FIMUR Housing Program, Partnership Agreement and other established program parameters.

Following the full completion of the Development Activities related to the Project, the Proponent shall submit to OAHSSC a completed information report in the form outlined in Schedule "G" in the Partnership Agreement, and annually thereafter shall submit to OAHSSC completed information reports in the forms outlined in Schedules "H" and "I" of the Partnership Agreement.