

HARRY SHERMAN CROWE HOUSING CO-OP. INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 **HARRY SHERMAN CROWE HOUSING CO-OP** (the “Co-op”) located at 51 The Chimneystack, Road, North York, ON. M3J 3L9 is asking for bids from experienced companies to provide Co-operative management.
- 1.2 **HARRY SHERMAN CROWE HOUSING CO-OP** has 126 residential apartment units and 38 Town Houses. **HARRY SHERMAN CO-OP** operates under the **Housing Services Act** and Regulations and local rules administered by Housing Stability Services. Details of the Harry Sherman Crowe Co-op are outlined in Appendix A.
- 1.3 Persons or firms submitting bids must be experienced in property management of non-profit co-operative housing. They must be very familiar with government funding programs and operating agreements, as applicable.
- 1.4 All Bidders must familiarize themselves with the attachments to these “Instructions to Bidders”, which include:
 - (a) Appendix A: Summary of The Harry Sherman Crowe Co-op and Management Requirements
 - (b) Appendix B: Harry Sherman Crowe Co-op Management Contract with attachments Schedules A and B
 - (c) Appendix C: Bid Form
 - (d) Proof of Insurance required under the Harry Sherman Crowe Co-op Management Contract, Section 22.
- 1.5 Bidders should enclose:
 - (a) general background on their firm
 - (b) a list of similar projects which they have managed or are managing
 - (c) a list of references (The Bidder will consent to Harry Sherman Crow Co-op’s Board of Directors contacting the references.)

(d) general qualifications of staffs that will be primarily responsible for **HARRY SHERMAN CROWE HOUSING CO-OP.**, if selected

Interviews with Bidders may be held prior to accepting a Bid.

- 1.6 The successful Bidder must be familiar with and comply with standard Harry Sherman Crowe Co-op Conflict of Interest By-laws. The successful Bidder must provide a declaration. Any conflict of interest must be stated at the time of submission of the Bid.

2 SCOPE OF WORK

- 2.1 The Manager will provide management services as stated in the “Harry Sherman Crowe Co-op Management Contract” including the Manager’s Duties - Schedule A to the contract.
- 2.2 The term of the contract will be for three (3) years starting **FEBRUARY 3rd, 2020.** It may be terminated earlier as stated in the Harry Sherman Crowe Co-op Management Contract.

3 INFORMATION

- 3.1 Any questions about Harry Sherman Crowe Co-op or the Bid process may be directed to:

Name: Rosell Kerr
President, Board of Directors
Email: rosellkerr5@gmail.com

Or

Name: Lesia Facey
Secretary, Board of Directors
Email: lesfac@sympatico.ca

4 BID FORMS

- 4.1 Bids must be submitted in a sealed envelope on a copy of the Bid Form attached as Appendix C, signed and delivered to:

**Rosell Kerr and Lesia Facey– Management Office
51 The Chimneystack Rd.
North York, ON. M3J 3L9**

- 4.2 Bidders are reminded of the confidential nature of the bidding process, and thus, the office is not available to accept bids, answer questions regarding operations or the bidding process. Please direct all inquiries as listed above.

- 4.3 All bids must be received by **Tuesday October 15th, 2019 at 3 pm.**
- 4.3 Oral, telephone, fax, emailed or other bids will not be considered.
- 4.4 The Bid Form must be fully completed. Incomplete Bid Forms will not be considered.
- 4.4 Signatures must be longhand and signed by the person authorized to make contracts.

5 EXAMINATION

- 5.1 The Co-op has no obligation to any Bidder about how the bids are considered. This call for bids and the submission of a bid by any Bidder will not create any form of contractual obligation on the part of Harry Sherman Crowe Co-op. The Co-op Board will only undertake obligations with any of the Bidders (or anyone else) by signing a contract.
- 5.2 The Co-op Board does not have to accept the lowest bid or any bid. This is true even if the Board of Directors asked a particular person or firm to bid. In addition, the Co-op can consider and accept bids from persons or firms who were not asked to bid.

6 OPENING OF BIDS

- 6.1 The Harry Sherman Crowe Co-op Board will open the Bids privately and may reject any or all Bids without explanation. The Co-op Board will advise Bidders within a reasonable period whether their Bid is accepted.

7 DISQUALIFICATION OF BIDS

- 7.1 Bids received after the Bid closing time may be disqualified and returned unopened.
- 7.2 A Bid may be disqualified whether opened or not, if evidence is presented of collusion, intent to defraud, or illegal practices on the part of the Bidder.
- 7.3 A bid should not be qualified by any condition other than as provided in these Instructions to Bidders and in the Bid Form.
- 7.4 The Harry Sherman Crowe Co-op Board Directors may reject any bid, which does not comply with any of the requirements of these “Instructions to Bidders”. The Co-op’s Board Directors may waive any breach of the requirements of these Instructions to Bidders.

8 BID ACCEPTANCE

- 8.1 Bids will be irrevocable and open for acceptance by Harry Sherman Crowe Board of Directors for 21 days from the date of closing of bids. However, the Board Directors will likely decide before this date.

9 AWARDING OF CONTRACT

- 9.1 By submitting a bid, a Bidder agrees that they are capable of performing the obligations of the Manager under the Co-op Management Contract consistent with the management requirements stated in Appendix A.
- 9.2 The Harry Sherman Crow Co-op Board Directors and the successful Bidder will sign a “The Harry Sherman Crowe Co-op Management Contract” in the form of Appendix B. If a Bidder wishes any changes to the Contract, they must state the proposed change in the Bid.

10 COMMENCEMENT OF TERM

- 10.1 If the Co-op’s Board notifies the successful Bidder of its acceptance on or before **Wednesday, January 15th, 2020**, the successful Bidder will start work on **Monday February 3rd 2020**.

11 INTERVIEWS

- 11.1 Interviews will be held with successful Bidders starting from **Tuesday November 12th 2019 to Tuesday November 19th, 2019** at **HARRY SHERMAN CROWE HOUSING CO-OP**.

END OF INSTRUCTIONS TO BIDDERS

APPENDIX A

HARRY SHERMAN CROWE HOUSING CO-OP SUMMARY OF CO-OP AND MANAGEMENT REQUIREMENTS

1	Number of units	126 Units, and 38 Town Houses
2	Operating Agreement/Funding Program	Housing Services Act Administered by Housing Stability Services, Toronto
3	Annual Gross Rental Revenue	Approximately \$3 million <ol style="list-style-type: none"> 1. Harry Sherman is a 26-year old building with revenues of approximately \$3 million per year.
4	Special Requirements	<ol style="list-style-type: none"> 2. Arrears management needs to be a strong focus. 3. The successful bidder must have strong financial experience. 4. Profound knowledge of RGI calculation
5	Current Staffing	<ul style="list-style-type: none"> ➤ Currently have third party contract with Maintenance Company that provides superintendent and cleaner. ➤ Manager in the office will be expected to oversee the contractors and the cleaners in the day to day operations.
6	Minimum Staffing Requirements	<p>The Bidder will provide two (2) staffs for:</p> <ol style="list-style-type: none"> 1. A Property Manager 2. An Administrative Assistant for 40 hours per week <p>The Bidder must staff the Co-op's office as described in Schedule B of the Co-op Management Contract.</p> <p>Personnel of the Bidder must be available when needed for emergency calls from the Co-op with reasonable notice.</p> <p>Staff of the Bidder will also attend meetings and other functions of the Co-op, as necessary.</p> <p>When the Bidder's staff listed in Schedule B is not</p>

		<p>available because of vacations, illness, or other reasons, the Bidder will provide replacements at no additional cost except as stated in paragraph 16 of the Co-op Management Contract.</p> <p>Staff will take the minutes at all monthly meetings, and any additional meetings as required.</p> <p>The Board reserves the right to request a change in the Staff in the office, for any reason.</p>
7	Bookkeeping	<p>The Bidder's duties will include all bookkeeping and accounting services required by HARRY SHERMAN CROWE HOUSING CO-OP, other than the annual audit. Monthly reports must be provided to the Board of the Co-op. All bookkeeping and accounting services should be included in the fee.</p> <p>The Bidder must do the accounting on the computer equipment and software of the Harry Sherman Crowe Co-op, and any additional equipment or software that the Co-op should acquire, and all accounting must be done on site.</p>

APPENDIX B

HARRY SHERMAN CROWE HOUSING CO-OP CO-OP MANAGEMENT CONTRACT

THIS AGREEMENT made as of **February 3rd 2020**

BETWEEN

HARRY SHERMAN CROWE HOUSING CO-OP

A non-profit housing co-operative incorporated
under the Ontario Co-operative Corporations Act

(The “Co-op”)

AND

PROPERTY MANAGEMENT COMPANY

(The “Manager”)

1. **Appointment:** The Harry Sherman Crowe Co-op appoints the Manager as the Co-op’s Manager on the terms and conditions stated in this Agreement. The Manager accepts the appointment.
2. **Property:** In this Agreement, the word “Property” means the lands, buildings, improvements and equipment at 51 THE CHIMNEystack ROAD, NORTH YORK, and the other assets of the Co-op.
3. **Manager’s duties:** The Manager will perform all duties that are normal or necessary for a manager of a non-profit housing co-operative similar to the Co-op including those Manager’s Duties - Schedule A. If the Co-op’s Board Directors need services that are not listed, a written request will be made to the Manager who will respond with a written fee bid within one week. The Co-op Board Directors will consider the request but is not obligated to accept it.

PERFORMANCE REQUIREMENTS

4. **Standard of performance:** The Manager will perform its duties in a faithful, diligent, efficient and honest manner using its best skill and judgment.
5. The Harry Sherman Crowe **Co-op’s Board has the right to make decisions:** The Co-op has the right and obligation to make its own decisions, manage its own affairs, and oversee any work performed on its behalf.
6. **Directions of Co-op:** The Manager will act according to specific directions and resolutions from the Co-op’s Board Directors. The Board will appoint specific director(s) to communicate with the Manager as the day-to-day contact person.

7. **Legal requirements:** The Co-op and the Property are subject to a number of legal or contractual requirements, which may include laws, by-laws, codes, regulations, standards, contracts, agreements, ground or head leases and mortgages. The Manager will perform its duties in a way that complies with all of the above. If the Manager becomes aware of any way in which the Co-op or the Property do not comply, it will promptly notify the Co-op's Board Directors in writing including any suggestions for dealing with the situation.
8. **Signing and spending authority:** The Manager will not have signing authority over any accounts of the Harry Sherman Crowe Co-op.

The Manager may spend money or enter into contracts on behalf of the Co-op only as stated in the Co-op's by-laws or as authorized by the Board through a motion that appears in the Board minutes. The Board may only authorize expenditures or contracts that are within the Co-op's operating or capital budgets approved by the members or as specifically permitted by the by-laws. In case of emergency, the Manager may exceed the established limits, but will report to the Board at the earliest possible time.

9. **Conflict of interest:** The Manager promises that it and its staff do not have any actual or apparent conflict of interest respecting Harry Sherman Crowe Co-op and will not have any during the term of the Agreement. The Manager will immediately report any actual or apparent conflict of interest to the Co-op's Board in writing. If the Board determines that the Manager has an actual or apparent conflict of interest that is not accepted by the Co-op's Board, the Manager must take steps to remedy the situation. If that does not happen, the Board may terminate this Agreement on thirty days written notice under paragraph 26. The Manager and its staff will sign all certificates, declarations and forms as may be required by the Co-op's Board Directors.
10. **Confidentiality:** The Harry Sherman Co-op's policy is to protect the interests of Co-op members (and any members of the Co-op) with respect to their personal information. This includes all aspects of their personal information, such as collection, use, storage and retention of personal information. Specifics of this policy may be stated in the Co-op By-laws and written Co-op or Board policies.

In addition, the Co-op's Board and the Property Management Company are subject to legal or contractual requirements about personal information, which may include, among other things, agreements between the Co-op and any of its members, the Personal Information Protection and Electronic Documents Act and its Regulations, the Housing Services Act and its Regulations, agreements with the Co-op's service manager and the Municipal Freedom of Information and Protection of Privacy Act. The Harry Sherman Crowe Co-op's policy is to protect the interests of Co-op employees with respect to their personal information and to protect the interest of the Co-op in information about the Co-op's business.

The policies, laws, regulations and contracts referred to above are called "Information Requirements" in this Agreement. The information that is covered or controlled by the Information Requirements is called "Protected Information" in this Agreement.

The Manager agrees that it and its personnel will perform its duties under this Agreement in a way that ensures that the Co-op complies with all Information Requirements. If the Manager becomes aware of any way in which the Co-op does not comply, it will promptly notify the Co-op in writing, including any suggestions for dealing with the situation.

The Manager agrees that it and its personnel will observe all Information Requirements. The Manager agrees that it and its personnel will keep secret all Protected Information unless disclosure is required by law or directed by the Co op or the person whom the information concerns. This applies during the term of this Agreement and after the end of this Agreement.

The Manager and each of its personnel performing services at or with respect to the Co-op will sign an Information Protection Agreement in the form shown in Schedule C. The Manager will deliver these Agreements to the Co-op at the start of this Agreement and on any change in personnel.

11. **Emergencies:** The Manager will give the board the telephone numbers for contacting an agent or employee of the Manager at any time during the day or night in case of an emergency as defined in the Co-op's by-laws. The Manager will deal promptly with maintenance and operation emergencies at the Property.

12. **Annual evaluation:** Two months before each anniversary date of the contract, the Co-op and the Manager may conduct an evaluation of the services provided. The purpose of the evaluation is to improve services and resolve any problems identified by The Co-op or the Manager.

Neither party will be relieved of any liability under this contract by failure to conduct an evaluation or by the content of any evaluation.

13. **Staff training:** During the annual evaluation, the Co-op and the Manager will discuss staff training requirements. The Manager will make an annual report about staff training to the Co-op.

FEES AND PERSONNEL

14. **Fees:** The Manager will be paid \$_____ per year as its fee for its services as Manager, plus Harmonized Sales Tax, plus permissible disbursements described in paragraph 14. The fee will be payable in equal monthly instalments of \$_____ (plus HST) on the last day of each month during the term of this Agreement.

The Manager's fee includes all administrative costs, overhead and indirect costs of the Manager and the cost of personnel referred to in paragraph 16. The Co-op will be responsible for providing the office, other facilities, equipment and supplies.

15. **Authorized disbursements:** These are reasonable co-op-related expenses allowed such as travel (other than travel to and from the co-op), off-site copying, postage and courier, facsimiles, long distance telephone charges, and out-of-pocket meeting expenses.

16. **Co-op's staff:** The Co-op will provide staff as listed in Schedule B. The Co-op will pay the payroll and payroll burden of these staff. The Manager will make recommendations to the Co-op, as to hiring, firing, terms of employment and similar things affecting these employees. The Manager will have no authority to change any such terms.

17. **Manager's staff:** The Manager must staff the Co-op's office as described in Schedule B, Staffing.

When the Manager's staff listed in the schedule is not available for any reason the Manager will provide replacements acceptable to the Board at no additional cost to the Co-op.

If the Manager's staff has provided extra services to the Co-op beyond the staffing time required under the schedule, the staff persons who provided the extra services may take up to two days lieu time without providing replacement staff or compensating the Co-op, with permission of the Board of Directors. This must not unreasonably interfere with the operation of the Co-op and the Manager must document this to the satisfaction of the Co-op.

18. **Selection of staff:** The Manager will employ the staff listed in Schedule B in performing this Contract. The Manager must advise the Co-op before changing any of its staff performing duties under this Agreement and consult fully with the Co-op respecting their replacement.

The Manager will not employ any staff to which the Co-op objects in writing.

The Manager will not employ members or long-term guests of the Co-op, unless they could also be employed directly under the Co-op's by-laws.

19. **Bookkeeping:** The Manager's duties include all bookkeeping and accounting services required by the Co-op (other than the annual audit). Bookkeeping will be performed on the Manager's own computer equipment and accounting software. Any software of the Manager must be able to produce all records in machine-readable form to transfer to other programs at the termination of the contract.

20. **Non-competition:** For a period of six months after the end of the Contract the Co-op may not hire or retain anyone who has worked at the Co-op during the previous six months as staff of the Manager.

The Manager cannot use any staff at the Co-op who were employed during the previous six months as staff of the previous manager.

LIABILITY AND INSURANCE

21. **Manager's responsibility for claims against the co-op:** The Manager will be responsible for claims for damage or injury to persons or property to the extent caused by the negligence or wrongful act or omission of the Manager or its agents or employees. A claim includes a legal proceeding or any other kind of liability.

The Manager will pay the Co-op's legal and other costs of dealing with the claim and pay the claim, if valid, or any reasonable compromise. The Co-op will have the right to defend all claims referred to in this paragraph.

22. **Co-op's responsibility for claims against the Manager:** The Co-op is responsible for claims against the Manager and against its agents and employees, except to the extent caused by the negligence or wrongful act or omission of the Manager, its agents or employees. A claim includes a legal proceeding or any other kind of liability.

The Co-op will pay the Manager's legal and other costs of dealing with the claim and will pay the claim, if valid, or any reasonable compromise. The Co-op will have the right to defend all claims referred to in this paragraph. The Manager will ensure that the liability of the Co-op under this

paragraph is covered under the insurance policy of the Co-op.

23. **Fidelity bond & Manager's insurance:** The Manager will be fully responsible for the honesty of its employees. The Manager will maintain a fidelity bond or equivalent employee dishonesty insurance coverage in an amount not less than One Hundred Thousand Dollars for each occurrence, covering the Management Company and all of its employees dealing with the Co-op's money. Any claims by the Co-op or anyone else resulting from the dishonesty of an employee of the Manager will be made against the Manager's fidelity bond or employee dishonesty insurance and not the Co-op's. Any losses to the Co-op or its members due to dishonesty of the Manager's employees (whether or not covered by the Manager's fidelity bond or employee dishonesty insurance) will be the responsibility of the Manager. The Manager's responsibility will not be reduced because of any contributory negligence, collusion or any other action or inaction by the Co-op or its staff or members.

The Management company will maintain general liability insurance for its operations under this Agreement, in an amount of not less than One Million Dollars for each occurrence, with the Co-op listed as an additional insured. The liability insurance policy will include technical provisions known as "severability of interests" and "cross liability among insureds."

The Management Company will maintain errors and omissions insurance coverage in an amount not less than One Million Dollars for each occurrence.

The fidelity bond and insurance will contain a clause saying that they cannot be terminated by either the insurer or the Management company unless at least two months written notice is given to the Co-op.

The Management company will maintain Workplace Safety and Insurance Board coverage for all its employees at the Co-op.

The Manager will deliver a certificate or other proof of the Management company's fidelity bond and insurance (including Workplace Safety and Insurance Board coverage) to the Co-op Board of Directors at the time of signing this Agreement and at the first meeting after each anniversary of signing this Agreement.

RIGHT OF USE OF MATERIAL

24. **Right of use of materials:** All materials prepared by the Manager other than information pertaining specifically to the Co-op are the property of the Manager. All records specifically pertaining to the Co-op are the property of the Co-op, but may be provided by the Manager to the Ministry of Municipal Affairs and Housing and/or Canada Mortgage and Housing Corporation and/or the Service Manager and/or suppliers for the purposes of managing the Co-op.

On the day this Agreement is terminated, the Manager will deliver to the Co-op all contracts, records, files, documents, papers, equipment, computer programs, keys, money and other assets or property of the Co-op that is in its possession. If the Manager has any of the Co-op's records or information in machine-readable form on the Manager's own equipment, the Manager will destroy all such information after giving a copy to the Co-op and receiving written confirmation from the Co-op that it has adequately transcribed the information.

TERM OF THE AGREEMENT

25. **Term of the Agreement:** This Agreement will have a term from **FEBRURAY 3rd, 2020 to JANUARY 31st, 2023**. If the Manager continues providing services after the end of the term without any other agreement, then this Agreement will continue on a month-to-month basis with all other terms and conditions remaining the same. Either party may terminate the continued agreement on thirty days written notice to the other. The maximum term of the Agreement with any extensions will be three years. Renewal is not automatic.
26. **Early termination:** Either party may terminate this Agreement on sixty (60) days' written notice to the other. In the event of default, either party may terminate this Agreement on thirty (30) days written notice to the other. Notice respecting a default must contain full details of the default and will not be valid if the party receiving the notice cures the default within the (thirty)-day period.

The Co-op may terminate this Contract without notice or with partial notice by payment of an amount equal to half the fees that would have been earned in the balance of the notice period.

27. **Effects of termination:** Immediately after the termination of this Agreement, the Manager will prepare a final report reporting all information that would normally be given to the Co-op under this Agreement. The Manager will co-operate fully with the Co-op's representatives in performing any audit or investigation for any period prior to termination of this Agreement. The above will be performed without charge to the Co-op.

Any obligations not fully performed under this Agreement, the confidentiality and indemnification obligations and any obligations arising out of a default will continue after the termination of this Agreement.

GENERAL

28. **Relationship of parties:** Nothing in this Agreement will create any partnership, joint venture, agency, trust or other relationship between the parties. Their relations are entirely contractual as set out in this Agreement. Neither of the parties has the authority to bind the other or to commit it in any way, except as specifically stated in this Agreement.
29. **Entire agreement:** This Agreement and the documents and materials referred to in this Agreement contain the entire agreement between the parties. No change or waiver under this Agreement will be binding unless it is in writing and signed by the party that is bound by it.
30. **Partial invalidity:** If any part of this Agreement is held invalid or unenforceable by any court, the remainder of this Agreement will not be affected, but will remain in full force.
31. **Time:** Time is of the essence in this Agreement.
32. **Assignment:** Neither party may assign or subcontract any interest in this Agreement or the rights and responsibilities under it without the prior written consent of the other.
33. **Change in control of the corporation:** The Manager shall give notice to the Co-op of any change in control of • Co-op Management Company.

34. **Notice:** Any notice under this Agreement may be given by personal delivery, by prepaid registered mail, email or by facsimile, as follows:

To the Co-op at:

HARRY SHERMAN CROWE HOUSING CO-OP

51 The Chimneystack Road
North York, ON
M3J 3L9
Attention: President

To the Manager at:

- Co-op Management Company
 - Address -
- Attention: <contact person>
Phone: Fax:

Either party may change its address for notice by a notice given under this paragraph.

35. **Signing this Agreement:** This Agreement must be signed in the presence of each party, or their authorized agents.

SIGNED with our corporate seals and the signatures of our proper authorized officers.

} **HARRY SHERMAN CROWE HOUSING CO-OP**

}
} Per: _____
} Date: _____

} _____
}
} Per: _____
} Date: _____
}
} _____

APPENDIX C

**HARRY SHERMAN CROWE HOUSING CO-OP
BID FORM**

TO: **HARRY SHERMAN CROWE HOUSING CO-OP**

FROM:

Name of Company

PROJECT: HARRY SHERMAN CROWE HOUSING CO-OP

51 The Chimneystack Road,
North York, ON. M3J 3L9

1. BID

We declare that we have carefully examined and understood the Instructions to Bidders and all Appendices including the form of Co-op Management Contract. We accept without change and agree to be bound by them. We offer to perform all the services referred to in the Instructions to Bidders, and the form of Co-op Management Contract included with the Instructions to Bidders for the following fee payable in equal monthly instalments:

Annual fee:

_____ Dollars (\$ _____)

Monthly installments:

_____ Dollars (\$ _____)

Harmonized Sales Tax will be extra.

2. COMPLETION DATE

We agree if our Bid is accepted and if so requested on or before Wednesday, January 15th, 2020 to start performing the work under the co-op management contract on Monday February 3rd 2020.

3. SIGNING CONTRACT

We agree to sign a co-op management contract upon acceptance of the bid. We agree to furnish evidence of the fidelity bond and insurance as required within seven days from the date of notification of acceptance of this Bid.

4. CONFLICT OF INTEREST

We declare that we do not have any conflict of interest. We will provide a Conflict of Interest Declaration required on signing the “Co-op Management Contract”

5. BID IN FORCE

We agree this Bid will be irrevocable and may not be withdrawn by us and will be open for acceptance by the Co-op for 21 days from the date of closing of Bids.

6. ENCLOSURES

The following are enclosed with this Bid:

- A list of similar projects the Bidder has managed or is managing
- A list of references, including contact persons, phone numbers and addresses. (The Bidder consents to the Co-op contacting the references.)
- General background on Bidder
- The general background and qualifications on the staff that will be primarily responsible for this project
- Bidder’s proposal on bookkeeping and accounting system (see Appendix A)
- Proof of Insurance required under the “Co-op Management Contract”, Section 21

SIGNED _____

[Name of company]

}	Per: _____
}	Name:
}	Title:

}	Per: _____
}	Name:
}	Title:

I/We have authority to bind the corporation.

Schedule A MANAGER'S DUTIES

Reports to: Board of Directors

The Management Company's role is to oversee and be accountable for the management of the Harry Sherman Crowe Co-op's operations, subject to the general direction of the board of directors. The Manager acts as the agent of the Co-op in delegated areas of authority.

The Property Manager is responsible for other co-op staff.

The Property Manager provides support to the board and members and keeps the Co-op's Board in touch with the wider co-op housing sector.

1. Managing the finances

The Property Manager has overall responsibility for the financial management of the Harry Sherman Crowe's Co-op.

The Manager will provide all bookkeeping and accounting services required by the Co-op other than the annual audit. This includes:

- (a) recording receipts and disbursements
- (b) maintaining a general, member accounts and other ledgers as necessary
- (c) preparing monthly financial statements and arrears reports
- (d) arranging and preparing for the annual audit at the Co-op's expense

Specifically, the Manager

- ensures compliance with all financial requirements of the Co-op's funding program
- administers the rent-geared-to-income program based on the requirements of the Co-op's funding program including
 - calculating housing charges and adjustments
 - conducting annual income verification
 - reviewing applications for subsidy
- makes sure that there is an adequate accounting system in place that produces monthly financial statements
- makes sure that there are adequate financial controls in place
- maintains the financial records
- prepares the Co-op's capital and operating budgets, including proposed market charges, for submission to the board
- notifies the members of housing charge changes
- presents and explains financial statements to the board monthly and points out any matters of concern

- presents other financial statements to the board (such as member arrears, cash flow, capital forecasting and investment reports) as required
- administers payroll
- makes sure that credit union deposits are done on time and are properly recorded
- monitors cash flow
- manages member accounts receivable by
 - collecting payments and issuing receipts if required
 - issuing late payment, arrears and NSF notices
- administers the Co-op's accounts payable, including invoice processing and cheque preparation
- ensures that the Co-op's reserves are appropriately invested
- administers a petty cash system
- administers the Co-op's Arrears and Spending by-laws
- advises the board and finance committee (if there is one) on financial matters
- drafts financial policies for the approval of the board or membership
- arranges periodic training for finance committee members (if there is a finance committee).

2. Keeping the Co-op in good repair

The Property Manager is responsible for developing and implementing an overall property maintenance and repair program. Specifically, the Manager

- gives advices to the board on matters related to the Co-op's property including environmental sustainability
- keeps property and maintenance records
- makes sure a risk management plan is developed, implemented and kept up to date
- develops and implements a routine and preventive maintenance plan by
 - maintaining a work order system
 - responding to requests for repair work in members' units, common areas and grounds and making sure that needed repair work is completed
 - performing routine cleaning of the building including the lobby, corridors, stairwells, common rooms, laundry room and office according to established schedules
 - inspecting and doing repairs and cleaning of mechanical and other equipment according to established schedules
 - responding to all emergencies including all fire alarms, building monitor alarms, elevator failures, and maintenance emergencies
- does general repairs including
 - plumbing
 - painting
 - appliance repairs
 - woodwork and plaster repairs
 - lock replacements
 - flooring repairs
- inspects the common areas and grounds regularly
- makes sure a capital plan is developed and kept up to date
- administers the Co-op's key control system
- administers the Co-op's parking policy
- administers service and product warranty claims
- retains and supervises trades people and other contractors and consultants in accordance with Co-op by-laws

- approves and arranges the purchase of maintenance equipment and supplies in accordance with Co-op by-laws
- manages the garbage disposal system
- makes sure that each housing unit is inspected once a year and whenever a member moves out
- makes sure that the Co-op has and maintains all necessary systems, procedures and measures related to life and safety, emergency response and security
- makes sure that the Co-op complies with the fire code, elevator code, Electrical Safety Authority rules and all other legal and regulatory requirements related to the Co-op's property
- makes sure the Co-op is free of hazards
- provides a regular property management and maintenance activity report to the board.

Keeping the Co-op full

The Property Manager is responsible for developing a strategy to maintain full occupancy of the Co-op. Specifically, the Manager

- responds to enquiries and receives applications
- markets co-op units, as necessary, to fill vacancies
- liaises with marketing consultant, as needed
- makes sure units are quickly restored to market-ready condition following move-outs to minimize vacancy loss
- conducts credit and landlord checks
- administers the Co-op's internal and external waiting lists
- administers the Co-op's agreement with support services agencies
- co-ordinates move-outs, internal moves and move-ins to minimize vacancy loss
- makes sure new members sign occupancy agreements and make necessary payments before move-in
- makes sure members scheduled for an internal move sign new occupancy agreements before they move
- makes sure new members are promptly welcomed and oriented
- advises on marketing and member selection issues including recommending marketing strategies as required
- provides monthly vacancy and marketing reports to the board.

4. Meeting the Co-op's legal requirements

The Property Manager acts on the Co-op's behalf to ensure that it meets its legal requirements. Specifically, the Manager

- liaises with the Co-op's lawyer
- maintains the Co-op's minute book and other corporate records
- files audited financial statements and required reports and notices with government agencies
- has expert knowledge of and administers the Co-op's by-laws
- makes sure the Co-op follows program rules, complies with the *Co-operative Corporations Act* and other laws, and protects the privacy of personal information
- assists the board with eviction hearings and works with the Co-op's lawyer to obtain writs of possession, as necessary
- works with the Co-op's lawyer on legal proceedings related to the Co-op's operations

- liaises with federal, provincial and municipal housing agencies and with other municipal agencies such as police, fire department and utility companies
- makes sure the Co-op has adequate insurance coverage and administers claims
- reports to the board, as necessary, on legal issues as they arise.

5. Supporting good governance

The Property Manager is responsible for supporting good governance in the Co-op by the Board and membership. Specifically, the Property Manager

- provides the board with the information and advice it needs, in a clear format, to make sound decisions
- makes sure that board meetings are well planned and prepared for
- records, prepares and distributes minutes for Board meetings
- prepares and distributes the agenda for Board meetings
- arranges for a board orientation each year and provides information about other training opportunities
- arranges for an annual board planning session
- promotes and supports effective two-way communication between the board and members
- makes sure that members' meetings are well organized
- records, prepares and distributes minutes for members' meetings
- prepares and distributes the agenda for members' meetings
- works with the board to provide members with the information they need, in a clear format, to stay informed about the co-op and make good membership decisions
- advises directors and members about their role in the co-op's governance structure
- recommends and drafts changes to the co-op's by-laws for approval of the board and membership as required
- recommends a pro-active member involvement program to the board including
 - reviewing with the board the need for various committees
 - promoting resources for training boards, committees, and members.

6. Office and staff management

The Property Manager is responsible for the efficient administration of the Co-op's office and its systems.

The Manager is responsible for management of other staff of the Co-op.

Specifically, in addition to the administrative responsibilities set out above, the Manager

- makes sure that effective office systems and administrative procedures are in place and followed
- using outside assistance, as necessary, purchases suitable computer hardware and software and arranges for necessary support
- makes sure the office is adequately furnished, equipped and supplied
- receives and logs correspondence, forwards it as appropriate to the board or others, and responds or assists with board response
- reports to the board quarterly on personnel matters

In performing the Manager's duties, the Management Company and its staff will comply with legal requirements as stated in paragraph 7 of the Agreement and Information Requirements as stated in paragraph 10 of the Agreement.

END OF BID