

Manitoba Flood Recovery Program – Waiver and Consent

Important Information for Applicants

1. The Manitoba Department of Transportation and Infrastructure (“Manitoba”) has established the Manitoba Flood Recovery Program (“MFRP”) to provide one-time grants to eligible individuals in response to historical and widespread flooding (the “Flooding”) that occurred within the defined area (as set out in the MFRP Program Guidelines [insert webpage link]) during the applicable time period.
2. To qualify for the MFRP, an Applicant must have incurred and paid certain eligible expenses, as further described in the MFRP Program Guidelines [insert webpage link]. (referred to herein as “Eligible Expenses”). The total amount is also subject to a deductible the greater of \$2,500 or 20%, with a few exceptions. The Applicant will be notified by letter if Manitoba determines that they do not qualify for the MFRP.
3. Prior to providing any grant under the MFRP, Manitoba will require a written statement from the Applicant's insurer confirming the types of insurance coverage available to the Applicant prior to the Flooding.
4. Joint property owners or co-tenants must submit one application.
5. Once this Application is submitted, Manitoba will conduct a preliminary screening to determine if the Applicant may be eligible for the MFRP. If the preliminary screening suggests the Applicant may be eligible for the MFRP, an onsite inspection of the land, building and/or other property in relation to which the Applicant is claiming the MFRP grant may be conducted. By submitting this Application, the Applicant agrees to permit any person designated by Manitoba to enter upon the Applicant's property, at an agreed time and date, to complete the inspection.

After the inspection is completed, Manitoba will determine if the Applicant's claim qualifies for the MFRP, based on the MFRP's Program Guidelines. The MFRP may assist with damaged or lost items based on proof-of-loss (using rates set by Manitoba) or based on proof-of-payment.

6. The Applicant is required to submit to Manitoba copies of receipts, invoices and other documents when requested regarding:
 - a. Eligible Expenses for which the Applicant wishes to receive the MFRP grant (proof of payment must be included); and
 - b. details of all insurance payouts and/or compensation received from another source (government, charity or otherwise) or pursuant to a Court Order, including under any Disaster Financial Assistance Program, which the Applicant received or is seeking to receive in relation to the loss being claimed (hereinafter collectively referred to as “Compensation”).

The Applicant must have paid all Eligible Expenses and provide all required supporting documentation to Manitoba prior to the deadline date identified for the MFRP.

7. Using the inspection information, receipts, invoices and other documents submitted in support of the Applicant's claim, Manitoba will determine what amount of MFRP grant, if any, the Applicant is entitled to based on the MFRP's Program Guidelines and policies. Manitoba may reduce or deny an MFRP grant that an Applicant is otherwise entitled to if, in the opinion of Manitoba:
 - a. the damage being claimed existed prior to the Flooding;
 - b. the Applicant did not take reasonable action before, during or after the Flooding to prevent or limit the damage to their property; or
 - c. after the Flooding, the Applicant has neglected or shown indifference towards the damage for which the MFRP grant has been claimed.
8. The Applicant must immediately advise Manitoba of any additional Compensation they receive after submitting this Application. Manitoba may reduce the amount of the MFRP grant an Applicant receives to reflect that additional Compensation.
9. Manitoba may pay the MFRP grant in multiple installments.
10. Where joint owners or co-tenants are entitled to the MFRP grant, unless both parties instruct Manitoba otherwise in writing, Manitoba will issue all cheques in both parties' names.
11. If, after paying the MFRP grant to an Applicant, Manitoba determines that the Applicant knowingly:
 - a. submitted a receipt, invoice or other document for ineligible expenses, for which it received the MFRP grant; or
 - b. the Applicant has failed to report any Compensation it received, the Applicant will be required to repay the MFRP grant within 30 days of Manitoba's demand for repayment. That amount will be a debt due and owing to the Government of Manitoba, and if not repaid within the 30 day period, will accrue interest until repaid in full, at the rate of interest set out in the Government of Manitoba's Financial Administration Manual, from time-to-time.
12. The MFRP Program Guidelines and policies are subject to change from time-to-time without notice. Any MFRP grant payable to the Applicant as a result of the damages claimed in this Application is discretionary, gratuitous and is not subject to appeal.
13. Collection Notice: The personal information and personal health information in this Application, and any personal information or personal health information that is subsequently collected from you in relation to your Manitoba Flood Recovery Program claim, is collected under the authority of clause 36(1)(b) of The Freedom of Information and Protection of Privacy Act, CCSM c F175 ("FIPPA") and subsection 13(1) of The Personal Health Information Act, CCSM c P33.5 ("PHIA"). Manitoba is collecting your personal information and personal health information for the following purposes:
 - a. administering and evaluating the MFRP;
 - b. determining and verifying the Applicant's eligibility for the MFRP grant;

- c. reporting purposes; and
- d. for disaster and climate risk analysis and for program development and planning across Manitoba government departments.

Your personal information and personal health information is protected by FIPPA and PHIA. Manitoba cannot use or disclose your personal information or personal health information for other purposes, unless you consent or Manitoba is authorized to do so by FIPPA or PHIA.

If you have any questions about Manitoba's collection of your personal information or personal health information, please contact a representative of Manitoba at (204) 945-3050, toll-free at 1-888-267-8298, or by email at MFRP@gov.mb.ca.

14. Consent: As part of the MFRP, it is necessary for Manitoba to share your personal information and/or personal health information with third parties including other departments of the Government of Manitoba, Public Safety Canada, the Canadian Red Cross Society, municipal governments, law enforcement agencies, and Crown Corporations.

By submitting this Application, you consent to Manitoba disclosing your personal information and personal health information where necessary for the purposes identified in the Collection Notice and for auditing purposes.

Your consent is voluntary and can be withdrawn at anytime. However, withdrawal cannot be done retroactively, and withdrawal will result in a denial of your MFRP claim. Your personal information and personal health information will be kept strictly confidential and will not be disclosed except in accordance with FIPPA and PHIA.

Acknowledgement

I/We acknowledge and agree that:

- to the best of my/our knowledge and belief, the information and documentation I/we have provided in this Application, or will provide in future in support of this Application, is true, accurate and complete in every respect;
- I/We understand that it is an offence under the Criminal Code of Canada to knowingly make any false statement or representation in a document of this nature, or to furnish any false or misleading information or documentation for the purpose of obtaining funding from a government program;
- I/We have read and understood the "Important Information for Applicants" section;
- I/We have reviewed, understood and will comply with all MFRP eligibility requirements;
- the MFRP Program Guidelines and policies are subject to change from time-to-time and without notice, and any MFRP grant payable to the Applicant by Manitoba is discretionary, gratuitous, and is not subject to appeal;
- I/We understand that the MFRP is not a Disaster Financial Assistance Program under *The Emergency Measures Act*, CCSM c E80 or the *Disaster Financial Assistance Regulation*, MR

42/2025, and that the MFRP grant is not disaster assistance under that Act or Regulation or made pursuant to a disaster financial assistance agreement;

- I/We understand that a submitted application will be the subject of a review for eligibility and may be rejected if, among other things, the claim is determined to be ineligible or the application is incomplete. I further understand that a claim that is rejected, whether in whole or in part, cannot be appealed;
- I/We may be contacted for the purpose of evaluating this application;
- I/We understand that the MFRP is intended to be a one-time program in response to historical flooding events, and no similar program may be available for future flooding events; and
- I/We commit to consult with an insurance broker or other qualified insurance professional for the purpose of seeking adequate insurance in relation to future flooding events;

I/We confirm I/we have read, understood and agree with the above statements.

Date _____ (DD) _____ (Month), 20 ____ (YY)

Manitoba Flood Recovery Program Claim Number: _____

x _____
(Applicant/Representative Signature) (Applicant/Representative Name – please print)

x _____
(Applicant/Representative Signature) (Applicant/Representative Name – please print)

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