



HOUSING NEW AGREEMENT

2020/2021

**HOUSING NEW AGREEMENT
MNCFN**

2016/2018

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MISSISSAUGAS OF THE NEW CREDIT FIRST NATION BAND COUNCIL

Note: Acronyms/Definitions are provided for all words and/or phrases of words and are in bold and italics.

PURPOSE OF THE POLICY

The purpose of the Housing New program is to provide assistance to as many Mississaugas of the New Credit First Nation (**MNCFN**) Band Members based on funding availability to own a home within the MNCFN New Credit Reserve No. 40A based on need and the ability to complete the home and pay the loan/mortgage.

1.0 PROGRAM OVERVIEW AND MANDATE

To provide financial assistance for the MNCFN band members to construct a new home on New Credit Reserve No. 40A lands.

- The program is administered by Indigenous & Northern Affairs Canada (INAC) and the MNCFN.

2.0 AMOUNT OF LOANS

The maximum amount of funding available to MNCFN Band Members for Housing New units shall be as follows:

Basic Housing Portion:	\$ 86,500.00
Sanitation Portion:	19,000.00
Site Preparation Portion:	<u>4,500.00</u>
TOTAL ALLOTMENT	\$110,000.00
	=====

Additional costs may include insurance cost, etc.

DEFERRED PAYMENT OPTIONS:

- 20 years --- \$110,000.00 – 100% payback plus 3% Per Annum
- 25 years --- \$110,000.00 – 100% payback plus 3% Per Annum

Minimum Monthly Payment Required

First (1st) payment will be deferred for 1 year from signing of the Housing New Agreement. The minimum aggregate monthly payment to be made by the member shall be as per Amortization Schedule. The Applicant(s) will have the option to make 20 year **or** 25 year payments if he/she so chooses. All monthly payments received shall be applied first to any outstanding costs payable to the MNCFN – insurance/administration fee, arrears, interest, and then to the principle.

3.0 WHO MAY APPLY

The applicant(s) must be a **registered member** of the MNCFN, over the age of eighteen (18) and DO NOT own or have any interest in another home. Any person who is the spouse (either common-law or married) who is not a MNCFN band member but resides with the band member, shall be required to sign a waiver releasing any interest/ownership in the land upon which the house and fixtures therein; and all other person(s) residing who are not MNCFN band members must have permission to reside as per the Residency By-Law, and thereafter until the Housing New Agreement is fulfilled.

Must be registered owner(s) of the said lands on which the residence will be built pursuant to Section 20 of the Indian Act, Certificate of Possession accompanied by the (R.S.O.) Regional Surveys Ontario.

If Applicants are a couple and both are registered band members from MNCFN, both MUST hold the Certificate of Possession as joint ownership and must both apply.

Note: No band member shall receive more than one housing unit during their lifetime. In exceptional circumstances, the Program & Housing Director and/or the Executive Director on behalf of Council may waive this restriction at its sole discretion.

4.0 HOW TO APPLY

Members may apply by completing the attached application form and returning it to the Housing Department at the agimaw gamig (Administration Office). The MNCFN Executive Director approves funding to construct two (2) Housing New Units per year and allocations are based on funding availability as per the yearly budget. If the applicant(s) are listed as #1 and #2 and decide not to proceed or are denied construction of a Housing New unit, they will be placed to the bottom of the list with an asterisk beside their name indicating that they have been to the top of the list once. If an asterisk is beside their name and they are listed #1 or #2 and are not prepared or they were denied to build their name will be removed from the list. Individuals listed #3 and thereafter and have been approached to build and are not prepared to build will maintain their position on the Housing New List. The Housing Department will repeat the process for the next individuals on the list until 2 individuals are found to build. If band members submit a joint application, and are considered common-law or married, and if Band Members separate prior to funding being approved, new applications are required to be submitted separately by both band members if they so choose.

5.0 PROCESS FOR RECEIVED APPLICATIONS

MNCFN Program & Housing Director will:

- Receive the completed application and review for completeness and that it meets the
- housing criteria
- Date and stamp the submitted applications and place on housing list
- Advise individual by letter of placement on housing list and notify each year thereafter as they progress to the top
- Once name has come to the top of the housing new list for a 2nd time, applicant will be notified by letter that your name has been removed from the housing new list and you must reapply

6.0 APPLICATIONS NOT APPROVED

Applications will not be approved for MNCFN Band Members if

- Other occupants of the residence are required to but do not comply with the ***Residency By-Law***
- A Certificate of Possession is not submitted into the Program & Housing Director
- The Applicant(s) has a delinquent account in any MNCFN Department
- The Applicant(s) has an interest in any other dwelling on or off MNCFN

7.0 APPEALING

Any applicant(s) can appeal the decision by written notice within two (2) weeks from the date of the letter of the decision as follows:

- Once it has been ascertained that each step in the complaints process has been followed, and the individual is still not satisfied with the response he/she may file a formal appeal
- Any member of the MNCFN may file an appeal in writing with respect to any matter concerning programs/services provided by the MNCFN Council Administration.
- The appeal should explain in a detailed manner the reason for the appeal and contain copies of any documents or written material to be relied upon.
- The appeal must be made within ten (10) calendar days of receiving written response by the Executive Director.
- The Executive Director of the MNCFN will document the date receiving the appeal and will ensure the appeal reaches all members of the MNCFN Appeal Board.
- The Appeal submitted, must have a return address and a telephone number where the appellant can be reached.

8.0 APPLICATIONS APPROVED

Once Application has been approved and if funding is available and Housing New Agreement signed by all parties, work is to commence within thirty (30) days of signing the Housing New Agreement or unless other arrangements commence as approved at the discretion of the Program & Housing Director and all work is to be completed on or before and no later than November 30th of that year.

9.0 HOUSE FUNDS AND MATERIALS

Applicant(s) must prove to have sufficient funds to be able to complete the residence in accordance with the plans they have submitted. All building materials used in the construction will be NEW materials only.

10.0 APPROVAL OF CONTRACT DOCUMENTS (PLANS)

Applicant(s) must submit five (5 identical) complete sets of house plans. All complete sets will show the following information:

- Floor plan of every floor level – basement, main, second, third etc, and have the floor area shown
- Building sections through the residence at least one through the stairs (if applicable)
- Window and Door Elevations and Schedules – showing sizes and types
- Exterior Elevations of Residence in all views
- Details required to assist the Builder where required
- Rough-In Electrical layout of every floor level
- Rough-In Plumbing layout of every floor level
- Rough-In Heating and Ventilation of every floor level

Ontario First Nation Technical Services Corporation (OFNTSC) inspector will be responsible for reviewing and signing off the house plans. Once the house plans have been signed off by the OFNTSC Inspector, there WILL BE NO changes or alterations without prior consent of the OFNTSC inspector. One complete set of house plans will be retained by the Housing Department.

11.0 LAND REQUIREMENTS

A minimum of one (1) acre of suitable land is required to accommodate the residence and all services (cistern, wastewater system and driveway or access roadway).

A minimum of one half (1/2) acre of suitable land is required to accommodate the residence and all services (wastewater system and driveway or access roadway) for all properties which have access to the communal waterline.

A minimum of one quarter (1/4) acre of suitable land is required to accommodate the residence and all services (driveway or access roadway) for all properties which have access to the centralized water and wastewater line.

All suitable land will be subject to and must comply with the MNCFN **Zoning By-Law**. Certificate of Possession to be free of **Encumbrances**.

12.0 INSPECTIONS

The **Technical Resource Manager (TRM)**, OFNTSC inspector, Health Canada Environmental Health Officer, and Infrastructure Manager/Assistant will conduct MANDATORY inspections on the construction process as follows:

OFNTSC INSPECTIONS	TRM	HEALTH CANADA	INFR.MAN./ASST
<ul style="list-style-type: none">• Site Inspection• House Plans• Foundation Inspection• Framing Inspection• Vapour Barrier Inspection• Heating & Plumbing• Final Inspection	Footing Insp.	private potable water & wastewater	piped potable water & wastewater

13.0 REQUIRED ESTIMATES

One (1) estimate is required; however, two (2) or more estimates may be required by the Program & Housing Director from contractors and material suppliers to ensure the Applicant(s) are obtaining the most cost effective price for the construction of the residence. Actual expenditures for materials and contract work must be authorized in advance by Purchase Orders approved by the Program & Housing Director. MNCFN is only financially responsible to pay amount issued on the Purchase Order. When an invoice is submitted into the Housing Department for payment and the invoice amount is less than the amount issued on the Purchase Order, then the remaining balance will be returned to the applicant(s) allotment. If the Purchase Order is not issued for material and/or labour, then the applicant has full responsibility for payment of the invoice. Purchase Order forms can be obtained from the Housing Department at the agimaw gamig Building (lower level). All contracts for house construction must be in writing with the contractors and they must also have a satisfactory insurance coverage for property damage and personal injury. In addition, from time to time those contractors may be required to satisfy any bonding or any other requirements set out by MNCFN. All invoices submitted for payment must be signed by the Applicant(s) and the TRM, OFNTSC Inspector, Health Canada, or the Infrastructure Manager and/or Assistant prior to payment release. In the event that the Applicant(s) is able to complete any portion of construction at a lower cost than on the original estimate submitted, the surplus funds shall be returned to MNCFN and the loan documentation amended accordingly.

14.0 SECURITY FOR THE LOAN

Once the application is accepted by MNCFN Housing Department, the Applicant(s) will be required to enter into a Financial Assistance Agreement and provide security for that agreement in terms satisfactory to MNCFN Housing Department. Security will be in the form of a transfer of the Certificate of Possession of the property to MNCFN. Once the Applicant(s) has fulfilled all the obligations of the Housing New Agreement, the Certificate of Possession will be allocated by BCR (Band Council Resolution) back into the Applicant(s) name by the Department responsible for Lands. If the Applicant(s) do not comply with the obligations of this Housing New Agreement, MNCFN will apply Section 16.0 Default Loans Procedure. The Applicant(s) shall reside in the house for the term of the loan or until paid in full.

15.0 PAYMENT PROCEDURE

The repayable amount shall be determined by the amount of the loan and according to the Amortization Schedule attached and will be due on the 1st of each month. If the 1st falls on the weekend or a **statutory holiday** the required payment is required on the first business day following.

16.0 DEFAULT LOANS PROCEDURE

- The MNCFN Public Works Department will give *First Notice* by way of a letter informing the borrower of *arrears* of any loan past due 30 days. The borrower will be required to arrange a resolution of the default loan and bring the account up to date.
- The MNCFN Public Works Department will give *Second Notice* by way of a letter informing the borrower of arrears of any loan past due 60 days from the original date of the First Notice letter. The borrower will be required to attend a meeting with the MNCFN Housing Department to arrange a resolution of the default loan and bring the account up to date.
- The MNCFN Public Works Department will give *Third Notice* by way of a letter informing the borrower of the arrears of any loan past due 90 days from the original date of the First Notice letter and request that the borrower attend the office to discuss the option to sign an *Arrears Agreement* to rewrite the loan.
- The MNCFN Public Works Department will give *Fourth and Final Notice* by way of a letter informing the borrower of the arrears of any loan past due and inform that they will now be placed on the permanent arrears meaning no services.

The Program & Housing Director along with the Executive Director on behalf of the MNCFN Council can exercise any and all rights it may have under the Loan Agreement including but not limited to water/sewer shut off, demand payment in full, demand acceptable arrangements in writing.

17.0 INSURANCE

Once the applicant(s) have been approved and given notice by letter for a Housing New allotment, the applicant(s) is required to provide proof of construction insurance in the MNCFN Band Member's name only and register the MNCFN as **1st Loss Payee** on insurance policy within 14 days from start of Construction. Should proof of insurance with MNCFN registered as 1st Loss Payee not be provided within those 14 days, Housing New allotment will automatically be put on hold. No work shall commence until the required proof of construction insurance is received by the Housing Department. Once the Housing New unit is complete, the Applicant(s) must arrange with their insurance company a Homeowner's Insurance Policy in the MNCFN Band member's name only with MNCFN listed as 1st loss payee. Proof of insurance must be provided by the applicant(s) annually thereafter until the Housing New allotment has been paid in full.

The Applicant(s) agree that, in the event of a **loss** or a **total loss** of the buildings, premises, improvements or any of them, the Applicant(s), and the Housing Department and/or the Executive Director will administer the insurance dollars and meet with the applicant(s) to determine whether insurance proceeds are to be applied to the discharge of any loans, arrears and interest outstanding under this Housing New Agreement, or to the repair or replacement of the said lands, buildings or premises.

The Housing Department and/or the Executive Director and the Insurance Company will agree on who will distribute the dollars and all repairs/replacement will be subject to inspections. If the homeowner does not meet with the Housing Department, they/he/she will be considered in default of their signed Housing New Agreement.

The MNCFN Housing Department has the right (but not the obligation) to obtain insurance on behalf of the applicant if applicant is unable to obtain insurance on their own, and charge the cost of insurance plus Administration fee to the Applicant. Any monies submitted thereafter, will be placed towards the Insurance Account until paid in full, and should there be any remaining dollars from the payment submitted, it will be applied to the loan.

In the event that the Applicant(s) wishes to obtain **mortgage insurance**, applicant(s) shall do so at his/her own expense.

18.0 ESTATE OF THE APPLICANT(S)

Nothing in this Housing New Agreement shall prevent the Applicant(s) from including the said lands, buildings and premises in any **Will or Testamentary Document**, subject to applicable provisions of the Indian Act from time to time and, subject to the Act and this Housing New Agreement, the said lands, buildings and premises may form part of the estate of the Applicant(s) intestacy. Any Band Member willed a home will enter into a Housing New Agreement with MNCFN to assume responsibility of the previous Housing New Agreement subject to MNCFN approval.

19.0 BUILDING AND SANITATION CODES

All construction and sanitation systems must comply with the relevant Codes adopted by MNCFN for residential construction on the Mississaugas of the New Credit First Nation (National Building Code; NBC Part 9, Electrical and Plumbing Codes)

Cisterns, potable water, septic tanks and **wastewater systems** must be installed according to MNCFN policies, inspected and approved by Health Canada. MNCFN Infrastructure Manager/Assistant will do the piped **water & wastewater system** inspections. Inspections may take place in the presence of an individual designated by the Housing Department.

20.0 WATER/WASTEWATER SOURCE

Installation of cisterns up to 6000 gallons capacity, and/or connection to the centralized water system and/or connection to the **centralized wastewater system** and/or the installation of a bio-filter sewage system are required to ensure the safety of the Applicant(s).

21.0 AMENDMENT TO HOUSING NEW AGREEMENT LOAN

If the cost of the work, when completed, is less than the allotment, the applicant(s) must have the amount of the loan amended to the actual cost.

If the cost of the work when completed; exceeds the allotment, it is the financial responsibility of the applicant(s) to pay the excess cost.

22.0 APPENDICES

The Appendices attached to this document contain further information about the Housing New Program as well as copies of the documents that may be requested of the Applicants with respect to any loans approved. MNCFN may amend such documents or require additional documents, from time to time, at it's discretion.

23.0 FURTHER INFORMATION

Any questions or request further information about this policy can be obtained at the Housing Department agimaw gamig (Administration Office). (905) 768-1133.

WITNESS

BAND MEMBER SIGNATURE

WITNESS

BAND MEMBER SPOUSE SIGNATURE

MISSISSAUGAS OF THE NEW CREDIT FIRST NATION

BAND COUNCIL PER: _____

WITNESS: _____

APPENDIX "J"
HOUSING-NEW APPLICATION FORM

MISSISSAUGA OF THE NEW CREDIT FIRST NATION

PERSONAL INFORMATION

Applicant's Name _____ Band No. _____

Address _____
(Rural Route) (P.O. Box) (Postal Code)

Date of Birth: _____ Marital Status: _____

Spouse's Name: _____ Band & Band No: _____

Spouse's Date of Birth: _____ Residency Permit # _____, if applicable

Social Insurance No: _____
Applicant Spouse

Telephone No.: Home (_____) _____ Business(_____) _____

List Name, Band & Band No., and Age of all dependants who are to reside with applicant:
(Do not include Spouse)

Name	Band & Band No.	Age	Residency Permit #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

I hereby apply for a New Construction loan/allotment in the amount of **\$110,000.00**

House to be located in Lot _____, Con. ____, Township of _____, in the County of _____.

FINANCIAL INFORMATION

a) Income Sources:

Applicant: _____ Monthly Income \$ _____
Spouse: _____ Monthly Income \$ _____

Total Household Income
\$ _____

(b) Expenses:

What are your total monthly expenses or your best estimate where you cannot ascertain actual amount (eg. Housing, transportation, food and household supplies, car loans, credit cards, accounts, etc.)

Total Household Expenses \$ _____

(c) Total Net Household Income (a Income - b expenses) \$ _____
=====

EMPLOYMENT INFORMATION

Present employer / union: (a) _____ (b) _____
Applicant Spouse

Length of present employment / union: (a) _____ (b) _____
Applicant Spouse

Total income from all sources

Estimated - This Year \$ _____ **Last Year \$** _____

Previous employers and their addresses:

Applicant: (a) _____ Spouse (a) _____
(b) _____ (b) _____

NOTE* Evidence of employment and wages shall be furnished either by income tax statements or a signed statement by the employer as to the correctness of the above information regarding employment.

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APPENDIX "J"
HOUSING-NEW APPLICATION FORM (Cont'd)

PRESENT ACCOMMODATIONS:

Where are you presently living? _____

If renting, state rental amount paid _____

Rental paid to: Landlord's name: _____

Landlord's Address: _____
(include contact No.) _____

Do you, or spouse, presently/previously own or have interest in a dwelling? Yes _____ No _____

If yes, dwelling located in Lot ____, Con. ____ Township of _____ in the County _____.

Additional information by applicant: (If additional space is required, use reverse side)

Name & Address of Bank(s): _____

List credit references: 1. _____

2. _____

3. _____

***NOTE:** To avoid undue delay in the processing of your application/loan/allotment; ensure all information is being supplied.

Did you require someone to assist you in completing this application

- Medical Professional
- Social Worker
- Volunteer
- Family, Friend, or neighbor
- Other

If the above identified will be acting on your behalf during the Construction process, please fill out the following:

NAME: _____

Relation to applicant: _____

Telephone Number: _____ Or;

should someone holds "Power of Attorney" over you and has the authority to act on your behalf, please submit "Power of Attorney" document.

It is the responsibility of the applicant to ensure that this application is updated yearly.

I, _____ declare that the information given in this application, is complete and accurate to the best of my knowledge, and if granted this loan, I will comply with all terms of the Housing New Agreement.

This application forms part of the Housing New Agreement.

Dated at MNCFN Reserve No. 40A this _____ day of _____ 20_____.

I/WE _____ give the Mississaugas of the New Credit First Nation Council permission to search and verify any of the information provided on this application. If any information provided by the applicant(s) to the representatives of the Mississaugas of the New Credit First Nation in connection with a loan proves to be false and/or misleading in any material respect, the application and loan may be denied or, if such false statement is discovered after a loan has been granted, such loan shall be considered in default and repayment may be demanded immediately.

(Applicant)

(Co-Applicant)
Residency Permit # _____, if Applicable