

**HOUSING NEW AGREEMENT
MCFN**

2018/2020

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MCFN HOUSING LOAN PROGRAM APPLICATION

MCFN Applicant's Name _____ First Nation #: _____

Address _____
P.O. Box or 911# _____ City/Town/Village _____ Province _____ Postal Code _____

MCFN Applicant's Date of Birth: _____ / _____ / _____
Day Month Year

MCFN Spouse's Name: _____ First Nation No: _____

MCFN Spouse's Date of Birth: _____ / _____ / _____
Day Month Year

Home Telephone No.: (____) _____
Personal Cell No.: (____) _____
Work/Business No.: (____) _____
Email: _____

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

| Name | First Nation & No. | Age | Residency Permit # |
|----------|--------------------|-------|--------------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |

I hereby apply for:
 Home Construction Loan
 HRRS Loan (Housing/Repair/Renovation/Sanitation)
 Subdivision Home Loan (when homes become available)

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

*Accepted @ the Governance Internal & Intergovernmental Council Meeting held November 9, 2021 by Council Motion #14, with 2nd Reading approved.

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Accepted @ November 30, 2015 Infrastructure & Development Council Meeting by Motion No. 14
(2nd Reading Waived)
Accepted @ March 7, 2016 Infrastructure & Development Council Meeting by Motion No. 8
(2nd Reading Waived) – Increase Allotment

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MISSISSAUGAS OF THE 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 Credit First Nation (*MCFN*) Band Members based on funding availability to own a home within the MCFN 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 MCFN band members to construct a new home on New Credit Reserve No. 40A lands.

- The program is administered by Indigenous & Indigneous Services Canada (ISC) and the MCFN.

2.0 AMOUNT OF LOANS

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

| | |
|---------------------------|---------------------|
| Basic Housing Portion: | \$110,000.00 |
| Sanitation Portion: | 8,000.00 |
| Site Preparation Portion: | 32,000.00 |
| TOTAL ALLOTMENT | \$150,000.00 |
| | ===== |

Additional costs may include insurance cost, etc.

DEFERRED PAYMENT OPTIONS:

- 20 years --- \$150,000.00 – 100% payback plus 3% Per Annum
- 25 years --- \$150,000.00 – 100% payback plus 3% Per Annum
- 30 years --- \$150,000.00 - 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, 25, Or 30 year payments if he/she so chooses. All monthly payments received shall be applied first to any outstanding costs payable to the MCFN – 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 MCFN, 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 MCFN 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 MCFN 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 MCFN, 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 Housing Director and/or the Chief Operations Officer 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 MCFN Chief Operations Officer 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

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build and are not 4.0 How to apply (Cont'd)

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

MCFN 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 MCFN 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 Housing Director
- The Applicant(s) has a delinquent account in any MCFN Department
- The Applicant(s) has an interest in any other dwelling on or off MCFN

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 MCFN may file an appeal in writing with respect to any matter concerning programs/services provided by the MCFN 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 Chief Operations Officer.
- The Chief Operations Officer of the MCFN will document the date receiving the appeal and will ensure the appeal reaches all members of the MCFN 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 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

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10.0 APPROVAL OF CONTRACT DOCUMENTS (PLANS) (cont'd)

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 MCFN **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 | <ul style="list-style-type: none"> • Footing Insp. | <ul style="list-style-type: none"> • private potable water • & wastewater | <ul style="list-style-type: none"> • piped potable • & wastewater |

13.0 REQUIRED ESTIMATES

One (1) estimate is required; however, two (2) or more estimates may be required by the 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 Housing Director. MCFN 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 MCFN. 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 MCFN and the loan documentation amended accordingly.

14.0 SECURITY FOR THE LOAN

Once the application is accepted by MCFN 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 MCFN Housing Department. Security will be in the form of a transfer of the Certificate of Possession of the property to MCFN. 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, MCFN 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

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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 MCFN 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 MCFN 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 MCFN Housing Department to arrange a resolution of the default loan and bring the account up to date.
- The MCFN 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 MCFN 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 Housing Director along with the Chief Operations Officer on behalf of the MCFN 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 MCFN Band Member's name only and register the MCFN as **1st Loss Payee** on insurance policy within 14 days from start of Construction. Should proof of insurance with MCFN 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 MCFN Band member's name only with MCFN 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 Chief Operations Officer 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 Chief Operations Officer 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 MCFN 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.

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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 MCFN to assume responsibility of the previous Housing New Agreement subject to MCFN approval.

19.0 BUILDING AND SANITATION CODES

All construction and sanitation systems must comply with the relevant Codes adopted by MCFN 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 MCFN policies, inspected and approved by Health Canada. MCFN 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. MCFN 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

MCFN MEMBER SIGNATURE

WITNESS
SIGNATURE

MCFN MEMBER SPOUSE

**MISSISSAUGAS OF THE CREDIT
FIRST NATION
BAND COUNCIL PER:**

WITNESS

CHIEF

**APPENDIX “K”
DEFINITIONS OF TERMS**

1. **administration fee** is the fee charged to individuals for administering this Housing New Agreement
2. **Acre** a unit of area which equals 4,047 square meters and also equals 43,562 square feet
3. **agreement/acknowledgement** is a written and signed literal description by two (2) parties who have mutual understanding of a situation.
4. **annum** is a form of the Latin noun meaning year
5. **Arrears** is the state of being behind in payments; “an account in arrears” or unpaid overdue debt
6. **Arrears Agreement** is an agreement arranged for a person who has not made a loan payment within 90 days and which that person loses any forgivable amount
7. **BCR** is defined as Band Council Resolution
8. **Cistern** is a reservoir or tank for holding water such as trucked in or delivered and or rainwater for later use. Cisterns are commonly used in areas where water quality is unsafe. Cisterns today can also be outfitted with filters or other water purification methods when the water is meant for consumption.
9. **centralized wastewater systems** is a series of heavy gauge plastic underground pipelines used for conveying wastewater for public or community use assisted by pumping stations and a lagoon filtration system, controlled by a public authority
10. **centralized water system** is a series of heavy gauge plastic underground pipelines used for conveying water for public or community use, controlled by a public authority
11. **Certificate of Possession** is defined as a document issued by the Land Registry Office in Ottawa which defines the legal description of the land and the person that the land is registered in.
12. **Deficiencies** is any area within a residence that requires to be repaired or renovated in order to address health, safety and structural concerns to protect the persons residing at that address.
13. **delinquent account** is defined as any account at MCFN in any department that is in arrears
14. **dependent member** is a person who is reliant on another person in order to maintain the sustenance of life
15. **emergency repair** is a repair required to be address immediately to prevent further damage to the residence as listed on Appendix “A”
16. **encumbrance** is any mortgage, lien, or other claim registered against or affecting the property.
17. **expenditures** is defined as all the costs related to the purchase of materials for the construction of the Housing New Unit
18. **First Notice** is the first written letter given to a person who has not made a loan payment
19. **Fourth and Final Notice** is the fourth written letter given to a person who has entered into an arrears agreement and has not made a loan payment which allows MCFN to take possession of the property, sell it and apply any proceeds made to outstanding balance, administration fees, interest owed to the First Nation
20. **foundation** is a structural base which supports and transfers the weight of a house or mobile trailer home down to the earth for an unlimited amount of time
21. **Health Canada** is the governing body which provides inspection service and information for persons who are repairing or renovating the place of residence with respect to plot layouts for septic tanks, wastewater systems, cisterns, etc
22. **homeowner’s insurance policy** is defined as the company retained by the individual to ensure the said property has been adequately insured as per this Housing New Agreement
23. **INAC** is defined as Indian Indigeneous Services Canada
24. **inspector’s specifications report** is a report prepared by the Technical Resource Manager after the initial request of the homeowner to call for an inspection of the residence which lists all deficiencies required to be repaired or renovated in order to address health, safety and structural concerns.
25. **interest** is the fee charged by MCFN to a borrower for the use of borrowed money, usually expressed as an annual percentage of the principal; the rate is dependent upon the time value of money, the credit risk of the borrower, and the inflation rate
26. **interest in another home** is the purchasing of another home, inherited/willed a home, or spouse (member or non member) has complete ownership or partial interest in another home.
27. **joint ownership** is defined as more than one person’s name signed to the ownership of a parcel of land or property
28. **legal counsel** is defined as a person learned in the law; as an attorney, counsel or solicitor; a person licensed to practice law or to perform legal services. Law is the system of rules of conduct established by the sovereign government of a society to correct wrongs, maintain stability, and deliver justice.

APPENDIX "K"**DEFINITIONS OF TERMS (Cont'd)**

29. **legal proceedings** is defined for the purpose of this Housing New Agreement as an action or lawsuit that may involve dispute resolution of law issues between individuals and MCFN
30. **loss** for the purpose of this policy is defined as a partial or a portion loss of one's said property
31. **mandatory inspections** are a series of inspections carried out on a repair and/or renovation project based on the size of the repair and/or renovation before any money is released to the contractor.
32. **minor** is also (infant or infancy) is used to refer to a person who is under the age of 18 in which one legally assumes adulthood and is legally granted rights afforded to adults in society and marked by the age of majority
33. **MCFN** is defined as The Mississauga's of the Credit First Nation No. 40A
34. **mortgage insurance** also known as mortgage guaranty, is an insurance policy which compensates lenders or investors for losses due to the default of a mortgage loan. Mortgage insurance can be either public or private depending upon the insurer. The policy is also known as a mortgage indemnity guarantee
35. **OFNTSC** is defined as the Ontario First Nations Technical Services Corporation.
36. **potable water** is water of sufficiently high quality that it can be consumed or used without risk of immediate or long term harm
37. **proof of insurance** is a document or certificate retained from an individual's insurance company confirming that the said property has been insured
38. **property line** is a boundary line which describes the legal area of a parcel of land. The boundary is established by a professional surveyor using a transit and or modern Global Positioning System (GPS) technology
39. **purchase orders** are defined as documents issued by the Public Works department to authorize individuals, general contractors or sub contractors to purchase materials required in the construction of Housing New Units.
40. **registered member** any band member from the MCFN registered with the Lands/Research and Membership office
41. **Residency By-Law** is a law adopted by the MCFN and approved by INAC which applies to any persons who are not members of the Mississaugas of the New Credit First Nation
42. **Second Notice** is the second written letter given to a person who has not made a loan payment
43. **security for the loan** is for the protection of all parties involved to ensure that the loan is paid throughout the duration of the term by way of transferring title of a parcel of land of the where the repair or renovation will take place of the homeowner into the MCFN name
44. **septic tank** is the key component of the septic system, is a small scale sewage treatment system common in areas with no connection to main sewage pipes provided by local qualified installers. The term "septic" refers to the anaerobic bacterial environment that develops in the tank and which decomposes or mineralizes the waste discharged into the tank. Septic tanks can be coupled with other on-site wastewater treatment units such as bio filters or aerobic systems involving artificial forced aeration. Periodic preventive maintenance is required to remove the irreducible solids which settle and gradually fill the tank, reducing its efficiency
45. **site preparation** is getting an area designated for a project prepared to construct a project
46. **statutory holiday** is day off also known as "general" or "public" holiday in Canada is legislated either through the federal, or territorial government.
47. **Third Notice** is the third written letter given to a person who has not made a loan payment
48. **TRM** is defined as the Technical Resource Manager employed by MCFN and affiliated with the Public Works Department.
49. **total loss** for this purpose of this policy is defined as a full or complete loss of one's said property
50. **waiver of consent** is a form signed by all parties releasing any interest in the said property in any way shape or form
51. **wastewater systems** is defined as a stand-alone treatment system to service an individual residence consisting of: a septic tank, distribution box, a filtration bed or septic field made up of sand gravel and topsoil for the purpose of treating sewage discharge prior to filtering into the earth.
52. **Will or Testamentary Document** is a legal document which sets out how a person's assets will be distributed after death. A will explains what bequests of money, property and personal affects a person wants to leave to friends and family
53. **Zoning By-Law** is defined as the by-laws created by MCFN to determine land use within the MCFN No. 40A
54. **1st Loss Payee** for the purpose of this policy, is defined as MCFN required to be listed as the first beneficiary to receive payment for any and all unpaid loan balances, arrears, interest, administration fees due and any other parties to be listed thereafter.