

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 dependents 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)

____ RBC ORHLP (On-Reserve Housing Loan Program)

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.



HOUSING REPAIR/RENOVATION/SANITATION (HRRS) AGREEMENT

2020/2021

<u>Table of Contents</u>	<u>Page</u>
1.0 Program Overview and Mandate.....	3
2.0 Amounts of Loans	3
3.0 Who may Apply.....	3
4.0 How to Apply.....	3
5.0 Applications Not Approved.....	3
6.0 Applications Approved.....	4
7.0 Inspections.....	4
8.0 Required Estimates.....	4
9.0 Emergency Assistance.....	4
10.0 Security for the Loan.....	4
11.0 Payment Procedure.....	4
12.0 Default Loans Procedure.....	5
13.0 Insurance.....	5
14.0 Estate of the Applicant(s).....	5
15.0 Building and Sanitation Codes.....	5 & 6
16.0 Procedures for Requesting Assistance For Mobile Trailer Homes.....	6
17.0 Mobile Home and Land Requirements.....	6
18.0 Water and Wastewater Source.....	6
19.0 Amendment to Agreement Loan.....	6
20.0 Appendices.....	6
21.0 Further Information.....	6
APPENDICES Not included in package	
“A” – Definitions of Term.....	7 & 8
“B” - Promissory Note.....	9 &10
“C” – Waiver of Interest.....	11
“D” – Waiver & Consent.....	12
“E” - Emergency Repairs.....	13
“F” - Payment Schedule.....	13
“G” - Temporary Accommodations of a Trailer.....	14
“H” - Permanent Accommodations of a Trailer.....	15
“I” - Application.....	16-17

MISSISSAUGAS OF THE CREDIT FIRST NATION COUNCIL

Note: Definitions are provided for all words and/or phrases of words in bold and italics (Appendix “A”)

PURPOSE OF THE POLICY

The purpose of this policy is to ensure that MCFN members of the Mississaugas of the Credit First Nation (**MCFN**) have maximum access to provide financial assistance to address the need, health, safety and structural deficiencies and to preserve and prolong the use of residences on Credit Reserve No. 40A.

1.0 PROGRAM OVERVIEW AND MANDATE

To provide financial assistance for the MCFN members used in the housing repair, renovation and sanitation on Credit Reserve No. 40A lands.

- The Residential Rehabilitation Assistance Program (**RRAP**) is a program administered by Canada Mortgage & Housing Corporation (**CMHC**), with MCFN acting as the Agent.
- Housing Repair/Renovation and the Sanitation Program (**HRRS**), Administered by Indigenous Northern Affairs Canada (**INAC**) and MCFN. The HRRS program includes the installation of wastewater systems, potable water and plumbing.
- Home Adaptation for Seniors Independence Program (**HASI**), which is administered by Canada Mortgage & Housing Corporation; with MCFN acting as the Agent.

2.0 AMOUNTS OF LOANS (Appendix “B”)

Elders are defined, as MCFN members who are 60 years of age or older. Elders may qualify to obtain financial assistance that consists of a loan, part of which is repayable and part of which is forgivable. Elders will be required to repay MCFN an amount equal to fifty percent 50% of the principal amount, with no interest.

However, if it is determined by the MCFN acting reasonably, that the homeowner has neglected their property, or committed or permitted waste or destruction to the property, no part of the loan will be forgiven, and the elder will be required to repay 100% of the principal of the loan, plus interest calculated at the rate of 3% per annum compounded monthly from the date of the advance of the loan. Where property is in **joint ownership**, one of the owners must be an elder, as defined, to qualify for the program.

Applicant(s) who are considered **disabled** (as defined by a **Medical Report** and/or **Occupational Therapist** report) and require accessibility items pertaining to their disability will be required to repay MCFN an amount equal to twenty-five percent (25%) on the principal amount with no interest. Members who; as a result of a permanent **physical or mental disability** caused by injury or disease may be eligible for financial assistance to repair or renovate their place of residence to adapt their standard of living. Where the property is in joint ownership, one of the owners or a **dependent member** residing at the place of residence must be disabled to qualify for the program.

All Non-members who reside with a MCFN Member on the Mississauga Credit First Nation Reserve No. 40A must abide by the Residency By-Law and should the non-member require disabled items under the HRRS Program, he/she will be subject to a one hundred percent (100%) payback plus three percent (3%) interest.

All other applicants will be at one hundred (100%) payback plus three percent (3%) interest per annum compounded monthly.

If the cost of repairs/sanitation costs exceeds seventy-six thousand (\$76,000.00) combined with or without CMHC/RRAP dollars, the applicant will not be eligible for the program unless the Applicant(s) is able to demonstrate financially the ability to pay the amount exceeding the loan.

3.0 WHO MAY APPLY

The applicant(s) must be a **registered member** of the MCFN, over the age of eighteen (18), must have ownership in the home & have occupied the residence for a minimum of five (5) years to qualify for the program. The applicant(s) applying to the program must be a **permanent resident** at the address located on the Credit First Nation. If the application is approved and repair/renovations are completed on the residence, the applicant(s) must reside at that property for a minimum of five (5) years from the date of signing the Housing Repair / Renovation / Sanitation Agreement.

Where the home is held in joint ownership, both MCFN members must apply. If applicants are separated, a copy of their **agreement/acknowledgement** must be submitted with their completed application. The MCFN member occupying the residence may apply and the other owner will be required to sign a **waiver of consent** releasing any interest in the property. (Appendix “C”)

Certificate of Possession has to be free of **encumbrances**.

Note: Applicant’s whose spouses are non-members of MCFN and reside in the home at time of application/approval will be required to sign a waiver of interest (**Appendix “D”**)

4.0 HOW TO APPLY

MCFN Members may apply by completing the attached application form and returning it to the Housing Department at the Agimaw Gamig (Administration Office) on or before March 31 of that year.

MCFN Housing Department will determine the most suitable program for Applicant(s) to access to create greater access to the limited renovation funds for members who could not qualify under the CMHC/RRAP Program.

5.0 APPLICATIONS NOT APPROVED

- Applications will not be approved if the property is in whole or in part, in a **minor’s** name
- Applications may not be approved if the Applicant(s) has a previous outstanding housing loan.
- Applications will not be approved for MCFN Members if other occupants of the residence are required to but do not comply with the **Residency By-Law**.
- Applications will not be approved if the Applicant(s) has a delinquent account in any MCFN department.

6.0 APPLICATIONS APPROVED

Applicant(s) will have from May 15th to October 1st of that year to submit all required information into the Housing Department. Applications once approved by the Program & Housing Director (under 10,000.00) or the Chief Operating Officer (over 10,000.00) and if funding is available as per the yearly budget and agreement signed by all parties. Work is to commence within thirty (30) days of signing the Agreement and all work is to be completed on or before and no later than (1) one year from date of the signed Agreement.

Applicant(s) who prefer **highest bid** over **lowest bid** submitted will be given two options as follows:

- Be responsible to pay the difference between highest bid and lowest bid out of own funds will pay directly to contractor/supplier **OR**;
- difference between highest bid and lowest bid will be calculated into the HRRS Agreement in which homeowner will repay;

7.0 INSPECTIONS

The **Technical Resource Manager (TRM)**, delegate and/or a Health Canada Inspections Officer will conduct an inspection on the applicant's home and will note all **deficiencies** required in order to comply with the relevant building and sanitation standards. All health, safety and structural deficiencies will take priority over any deficiencies considered **cosmetic** items as listed on the TRM's *specifications report*. The specification Report will be mailed to the Applicant for their review and a meeting will be scheduled between the Applicant(s) and the Housing Department to discuss/review the Specification Report within fourteen (14) days from the date of the inspection, if Applicant wishes to do so.

8.0 REQUIRED ESTIMATES

Applicant(s) will be required to submit two (2) estimates from reputable contractors for the **scope of work** to be completed. Emergency assistance cases are NOT required to submit two (2) estimates, only one (1). All estimates will be submitted on the TRM's specifications report and have a **detailed cost breakdown** for each item. Failure to submit the required estimates by October 1st in the current fiscal year will result in the cancellation of the application.

Applicant(s) may perform the work required and are subject to the **mandatory inspections** by the TRM prior to any release of payment for materials. No money will be advanced for any labour component performed by the Applicant(s). Applicant(s) who perform their own work, will be required to submit two (2) estimates for the cost of materials, from **qualified material suppliers**.

9.0 EMERGENCY ASSISTANCE (Appendix "E")

MCFN Members must notify the MCFN Housing Department immediately of the *emergency repair* required so proper measures can be taken in order to temporarily address the problem. Failure to notify the MCFN Housing Department could result in the request for assistance being denied.

Once temporary measures are in place to address the problem Applicant(s) are then advised to contact their insurance company to see if the required emergency repair can be covered under that policy. In the event the insurance policy covers the repairs, financial assistance will not be available to the Applicant under this policy.

If the repairs are not covered by the Applicant(s) insurance company then the applicant(s) must provide written proof from their insurance company confirming that the cost of the work for which Emergency Assistance funds are sought is not covered under the terms of the Applicants Insurance Policy.

The TRM will then conduct an inspection, prepare a specifications report and approval will be given by the Program & Housing Director any emergency repairs that are under \$10,000.00 and the Chief operations Officer will approve any emergency repairs over \$10,000.00 as long as dollars are available as per the yearly budget. Applicant(s) must fulfill the insurance requirements as outline in section 13.0 of this policy and ensure that any other significant documents required are submitted or signed.

10.0 SECURITY FOR THE LOAN

The MCFN shall take **security for the loan** portion of any funds advanced as follows:

MCFN will require the Applicant(s) to transfer title of the property upon which the residence/mobile home is situated to the First Nation. The transfer of the aforesaid lands from the MCFN Member to MCFN shall be approved by the MCFN and forwarded to the Minister of the Department of Indigenous Services Canada for registration pursuant to Section 20 of the Indian Act, R.S.C. 1970, C.I-6 as amended. Immediately upon the termination of this agreement or as soon thereafter as practical, and no default having occurred, the MCFN shall, by a **Band Council Resolution (BCR)** allocate the title of the property back to the MCFN Members Name or their respective agents, heirs, executors; administrators once the applicant(s) have fulfilled the obligations of the agreement.

The repayable amount shall be determined by the amount of the loan and according to the payment 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.

11.0 PAYMENT PROCEDURE (Appendix "F")

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

12.0 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 list.

In the event of Default, the Borrower will automatically lose the right to have any portion of the loan forgiven and will pay back 100% of the loan.

The Program & 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*.

13.0 INSURANCE

The Applicant(s) must provide **proof of insurance** with the completed HRRS application. Should applicant(s) fail to provide the proof of insurance, HRRS Application will not be accepted. Once the applicant(s) have been approved and given notice by letter for an HRRS allotment, the applicant(s) is required to provide proof of insurance in MCFN Member's name only and register the MCFN as **1st Loss Payee** on insurance policy within 14 days. Should proof of insurance with MCFN registered as 1st Loss Payee not be provided within those 14 days, HRRS allotment will automatically be cancelled. No work shall commence until the required proof of insurance is received by the MCFN Housing Department. Proof of insurance must be provided by the applicant(s) annually thereafter until HRRS Agreement has been paid in full. Should such proof not be tendered, the MCFN Housing Department on behalf of Council has the right (but has no obligation to) insure the lands, buildings and premises at its own expense as per the following criteria:

If Council elects to insure the lands and if a dwelling is eligible, the MCFN Housing Department will pay the premium of the *insurance policy* if the insurance can be obtained at a reasonable rate, and that the borrower must reimburse MCFN Housing Department all premium costs as well as the Administration fee and interest. Individuals who do not pay his/her/their insurance. All future loan payments will be applied to the outstanding insurance account that includes an *administration fee* and *interest*, at a rate of one half percent (1/2%) per month or six percent (6%) per *annum* and any remaining dollars will be applied to the outstanding loan balance.

The Applicant(s) agree that, in the event of a **loss** or a **total loss** of the buildings, premises, improvements or any of them, and the MCFN Housing Department 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 Agreement, or to the repair or replacement of the said lands, buildings or premises, or any combination thereof, and following such a meeting or if the applicant fails to attend such meeting within a reasonable time, the Housing Department will along with the Chief Operating Officer shall have sole authority to determine the manner of the application of the said insurance proceeds.

Any failure by the Applicant to comply with the terms of this Agreement and specifically the insurance provisions herein shall be deemed to be a default by the applicant which shall allow MCFN to exercise any and all rights it may have under this Agreement or law

MCFN has the right 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.

14.0 ESTATE OF THE APPLICANT(S)

Nothing in this 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 Agreement, the said lands, buildings and premises may form part of the estate of the Applicant(s) intestacy. Any MCFN Member willed a home will enter into an agreement with MCFN to assume responsibility of the previous agreement subject to MCFN approval.

The lands, buildings, and premises of the Applicant shall continue to be held as security for repayment of the debt notwithstanding the death of the Applicant, and the MCFN shall have all the remedies against the Estate of the Applicant as it would against the Applicant in the event of default. Land subject to the debt despite anything in the Will.

15.0 BUILDING AND SANITATION CODES

All construction and sanitation systems must comply with the relevant Codes adopted by MCFN for residential construction on the 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

15.0 BUILDING AND SANITATION CODES (Cont'd)

policies, inspected and approved by a Health Canada. MCFN Infrastructure Manager will do the centralized water system inspections. Inspections may take place in the presence of an individual designated by the MCFN Housing Department.

16.0 PROCEDURES IN REQUESTING ASSISTANCE FOR MOBILE TRAILER HOMES

Any repairs, renovation and/or sanitation construction of *mobile trailer homes* that are either *temporary* or *permanent* must comply with the applicable MCFN *Zoning By-Law*. Contact Lands/Research/Membership for further information regarding the zoning by-law (905) 768-0100.

All Temporary (Appendix “G”) or Permanent (Appendix “H”) Mobile trailer homes must be placed on a *permanent foundation* as per the CAN3-Z240.10.1-M86; Recommended Practice for *Site Preparation, Foundation, and Anchorage* of Mobile Homes. Financial assistance will not be granted for the installation of a foundation or for the removal of wheels, axels and trailer hitch for the mobile trailer home under this policy.

The Homeowner and Contractor will do a private potable water and wastewater plot layout for the mobile trailer and must be compatible for construction of a new housing unit if the individuals indicate that they intend to build in the future. Health Canada will conduct 4 inspections throughout this process and will sign off the final installation of the septic bed design.

17.0 MOBILE HOME AND LAND REQUIREMENTS

A minimum of 1(one) *acre* (0.404 Hectare) of land suitable for building and to accommodate required services (potable water and wastewater system) and access road/driveway, and all mobile trailers must be a maximum of One Hundred Fifteen (115'-0”) feet (35.0 Meters) from centre of the road or a minimum of Eighty-Five (85'-0”) feet (25.9 Meters) from *property line* to the front of the mobile trailer.

Properties which have access to the *centralized water system* will require a minimum of one half (1/2) an acre (0.202 Hectare) of land suitable for building to accommodate the mobile trailer.

Properties which have access to both the centralized water system and the *centralized wastewater systems* will require a minimum of one quarter (1/4) of an acre (0.101 Hectare) of land suitable for building and to accommodate the mobile trailer.

No assistance will be given in the future for any repair and renovations or additions of mobile homes except what is eligible under the Residential Rehabilitation Assistance Program (RRAP). If the mobile trailer home is to be used as a temporary accommodation, approval must be granted by the Housing Department and/or Chief Operations Officer and the principal amount allotted for sanitation under the HRRS Program will automatically be deducted from the Housing New sanitation allotment.

18.0 WATER/WASTEWATER SOURCE

Installation of cisterns up to six thousand (6000) gallons (27,276.5 Litres) 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* will be at a one hundred percent (100%) payback plus three percent (3%) interest on the principal amount.

19.0 AMENDMENT TO AGREEMENT LOAN

If the cost of the work, when completed, is less than the original estimates submitted on the Inspector’s Specifications Report, the applicant(s) must have the amount of the loan be reduced to the extent of the work is less than what was originally represented to MCFN.

If the cost of the work exceeds the original estimate submitted on the Inspector’s Specifications Report due to unforeseen work, the applicant(s) may apply to have the amount of the loan increased subject to the availability of funds.

The procedure for this is as follows:

- The MCFN Technical Resource Manager attends site to confirm additional work/funds needed.
- Letter submitted by homeowner along with a quote from the Contractor identifying additional costs
- Report completed to be presented at the next Infrastructure & Development Council meeting for approval.
- If approved, Agreement drawn up for signature, Purchase Order issued identifying additional work.

20.0 APPENDICES

The Appendices attached to this document obtain further information about the Housing/Repair/Renovation/Sanitation (HRRS) Program as well as copies of the documents that may be required of the Applicants with respect to any loans approved. MCFN may amend such documents or require additional documents, from time to time, at their discretion.

21.0 FURTHER INFORMATION

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

WITNESS

MCFN MEMBER SIGNATURE

N/A

WITNESS

N/A

MCFN MEMBER SPOUSE SIGNATURE

WITNESS

MISSISSAUGAS OF THE CREDIT FIRST NATION
COUNCIL PER: _____

APPENDIX “A”

DEFINITIONS OF TERMS

1. **administration fee** is the fee charged to individuals for administering this agreement
2. **Acre** a unit of area which equals 4,047 square meters (4,046.8 square meters) and also equals 43,562 square feet (43,560.0 square feet)
3. **agreement/acknowledgement** is a written and signed literal description by two (2) parties who have mutual understanding of a situation
4. **anchorage** is defined as safely securing a house or mobile trailer home to its foundation by way of construction techniques accepted in the National Building Code
5. **annum** is a form of the Latin noun meaning year
6. **Arrears** is the state of being behind in payments; “an account in arrears” or unpaid overdue debt
7. **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
8. **BCR** is defined as Band Council Resolution
9. **bio-filter sewage system** is a specialized stand alone treatment system to service an individual residence which consists of all the same components as a wastewater system but has the advantage of a reduced filtration bed, more environmentally friendly and efficient, but may have more of an installation premium.
10. **briefing note** is a literal description to provide background, current and any areas which require discussion in order to assist Chief and Council to objectively make a decision.
11. **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.
12. **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
13. **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
14. **CMHC** is the governing body as Canada Mortgage and Housing Corporation
15. **Cosmetic** is any area within a residence that is not mandatory to be repaired or renovated but is preferred by the homeowner residing at that address
16. **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.
17. **dependent member** is a person who is reliant on another person in order to maintain the sustenance of life
18. **detailed cost breakdown** is individual cost for materials and labour for each item listed on the TRM inspector’s specification report.
19. **disabled** is a person with a condition that makes it difficult to perform some or all of the basic tasks of daily life
20. **Elder** is defined as any person who is 60 years of age
21. **emergency repair** is a repair required to be address immediately to prevent further damage to the residence as listed on Appendix “A”
22. **encumbrance** is any mortgage, lien, or other claim registered against or affecting the property.
23. **First Notice** is the first written letter given to a person who has not made a loan payment
24. **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
25. **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
26. **guardian** is a person who has the legal authority (and the corresponding duty) to care for the personal and property interests of another person, called a ward. Usually, a person has the status of guardian because the ward is incapable of caring for his or her own interests due to infancy, incapacity, or disability.
27. **HASI** is the Home Adaptation for Seniors Independence Program
28. **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
29. **highest bid** is an estimate or quotation provided by a person or company who anticipates being awarded the repair or renovation which totals to be the highest when compared to two (2) other bids.
30. **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 agreement
31. **HRRS** is the Housing Repair, Renovation and Sanitation Program
32. **INAC** is defined as Indian Northern Affairs Canada
33. **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.
34. **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
35. **joint ownership** is defined as more than one person’s name signed to the ownership of a parcel of land or property
36. **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.
37. **legal proceedings** is defined for the purpose of this agreement as an action or lawsuit that may involve dispute resolution of law issues between individuals and MCFN
38. **loss** for the purpose of this policy is defined as a partial or a portion loss of one’s said property.

APPENDIX “A”

DEFINITIONS OF TERMS (Cont'd)

39. **lowest bid** is an estimate or quotation provided by a person or company who anticipates being awarded the repair or renovation which totals to be the lowest when compared to two (2) other bids.
40. **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.
41. **Medical Report** a report prepared and signed by a practitioner who has studied and is licensed to practice medicine in the Province of Ontario
42. **Mental disability** is defined as a mental disorder or mental illness that is a psychological or behavioral pattern that occurs in an individual and is thought to cause distress or disability that is not expected as part of normal development or culture.
43. **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
44. **MCFN** is defined as The Mississauga's of the Credit First Nation No. 40A
45. **mobile trailer homes** are places of residence which are manufactured by companies who have expertise in that type of construction, which have wheels, a trailer hitch and are moveable.
46. **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
47. **Occupational Therapist** is a person trained in the area of occupational therapy and who helps people achieve a fulfilled and satisfied state in life through the use of purposeful activity or interventions designed to achieve functional outcomes which promote health, prevent injury or disability and which develop, improve, sustain or restore the highest possible level of independence
48. **permanent 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
49. **permanent resident** any person residing full time at the address listed on the applicant's application for the purpose of this policy
50. **permanent trailer home** is a mobile trailer home to provide shelter to house a person and/or family for an unlimited amount of time.
51. **Physical disability** is a condition that substantially limits one or more basic physical activities, such as walking, climbing stairs, reaching, lifting, or carrying.
52. **potable water** is water of sufficiently high quality that it can be consumed or used without risk of immediate or long term harm
53. **proof of insurance** is a document or certificate retained from an individual's insurance company confirming that the said property has been insured
54. **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
55. **qualified material suppliers** is a place where building materials can be purchased for repair and/or renovation projects such as but is not limited to: Home Depot, Rona, Lowes, or Styres Lumber
56. **registered member** any MCFN member registered with the Lands/Research and Membership office
57. **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 Credit First Nation
58. **RRAP** is defined as the Residential and Rehabilitation Assistance Program
59. **scope of work** is all deficiencies listed on the TRM inspector's specifications report gathered during the inspection of a residence.
60. **Second Notice** is the second written letter given to a person who has not made a loan payment
61. **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
62. **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 biofilters 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
63. **site preparation** is getting an area designated for a project prepared to construct a project
64. **statutory holiday** is day off also known as "general" or "public" holiday in Canada is legislated either through the federal, or territorial government.
65. **temporary trailer home** is a mobile trailer home to provide shelter to house a person and/or family for a limited amount of time.
66. **Third Notice** is the third written letter given to a person who has not made a loan payment
67. **TRM** is defined as the Technical Resource Manager employed by MCFN and affiliated with the MCFN Housing Department.
68. **total loss** for this purpose of this policy is defined as a full or complete loss of one's said property
69. **waiver of consent** is a form signed by all parties releasing any interest in the said property in any way shape or form
70. **wastewater systems** is defined as a standalone 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.
71. **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
72. **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