

**FISHING LAKE METIS SETTLEMENT IN THE PROVINCE OF ALBERTA HOUSING
REPAIRS AND EXTENSIONS POLICY #001/2018**

1. Purpose

This policy is established to provide assistance to Settlement members and residents in repairing, enlarging, and improving energy efficiency to an existing housing unit.

2. Definitions

In this policy,

"Appraisal" means an appraisal by a qualified appraiser;

"Housing Coordinator" means the person hired by the Fishing Lake Metis Settlement as the department head of the Settlement Housing department;

"Housing Repair" includes, but is not limited to improvements to the housing unit that brings the housing unit up to standards set out in the Alberta Building Code, improvements to the energy efficiency of the housing unit, local improvements, moving the housing unit to another site, and the correction of structural deficiencies that are necessary to sustain the housing unit;

"Housing Extensions" major modifications to an existing housing unit that increase the square footage of the unit,

"Housing Unit" includes, but is not limited to a house, mobile home, or modular home that is permanently situated within the Settlement;

"Local Improvements" means necessary services required for a housing unit, including: soil testing; surveying; site clearing; site grading; sewer and water systems, or, cistern and septic tanks; drainage; power; gas or propane installation; graveled roads; graveled site access; and general site clean-up;

"Land Holder" means the settlement member who holds the Certificate of Metis Title, the Memorandum of Provisional Metis Title, or other Council approved allocation for the land on which a house is situated;

"Settlement" means the Fishing Lake Metis Settlement,

"Spouse" means a person that the land holder has entered into a cohabitating domestic relationship with.

3. Eligibility and Assistance Available

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- A. To be eligible to receive housing repair or extension assistance under this policy, a person must:
- i. Be the owner of the housing unit requiring repairs,
 - ii. Be a Settlement Member who has resided in the Settlement for a minimum of the past three (3) consecutive years;
 - iii. Be 21 years of age or older;
 - iv. Have established residency in the Settlement area pursuant to Section 234 (1) (a) or (b) of the Metis Settlements Act;
 - v. Have lived in the housing unit requiring repairs for a minimum of one year before making application under this policy;
 - vi. have either a certificate of Metis title, a provisional Metis Title, or other form of Council approved land allocation for the land on which the housing unit is located;
 - vii. All agreements between the homeowner, their spouse, and the Settlement or any wholly or collectively owned entity of the Settlement, must not be in arrears for more than \$500.00,
 - viii. Not have received assistance under any Fishing Lake Metis Settlement housing repair policy in the past 5 years unless paid in full, or are current.
- B. Housing repairs may be provided under this policy if;
- i. the applicable Alberta Building Code, Alberta Electrical Branch, and the Alberta Gas Protection standards were not met at the time of construction, or
 - ii. The housing unit needs repair for reasons other than the neglect or abuse of the current occupant.
- C. Housing Repairs are limited to a maximum of \$50,000.00 per housing unit per application.
- D. Housing Extensions are limited to a maximum of \$90,000.00 per housing unit per application

4. Application

- A. The Housing Coordinator shall have an inspector inspect a housing unit after an application for assistance is received to determine the repairs required and file a report with the Housing Department.
- B. An application for assistance under this program must be submitted by the land holder and **approved by council for that fiscal budget year.**

5. Reimbursement

- A. A land holder that receives assistance under this policy must agree to abide by the rules of residency in section 234 (1) (a) or (b) of the Metis Settlements Act, and enter into an agreement, as provided in Schedule 2 of this policy, with the Settlement.
- B. If the application is approved, the land holder must:

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- i. Submit, within **30 days** of the date of application approval, the down payment, as determined by the chart provided in Schedule 1 of this policy, to the Housing department before work on the housing unit can begin;
 - ii. Repay the remaining repayment amount of the repairs or extensions, as determined by the chart provided in Schedule 1 of this policy to the Housing department within ten (10) years following the completion of the work;
 - iii. **Landholder is required to sign Schedule 2, resident housing calculation form when work is completed.**
- C. A land holder may increase the monthly payments of reimbursement set out in the agreement.
- D. If a land holder cannot meet the monthly payments set out in the agreement due to financial difficulties Council may alter the agreement by special resolution.

6. Selling and Purchasing

- A. If a land holder is under an agreement with the Settlement for repairs to a housing unit and wishes to transfer or sell his interest in a housing unit and land, the land holder must receive written permission from Council and the Settlement Administrator before the transfer or sale may take place.
- B. If a land holder decides to sell an interest in a housing unit and land, the Settlement has first right of refusal.
- C. If the Settlement decides to purchase a land holder's interest in a housing unit and land, the Settlement must pay,
 - i. 100% of land holder improvements as per the appraisal; and
 - ii. 50% of the land holder's monthly payments of reimbursement made towards the housing unit, less
 - i. 100% of the cost of repairs and extensions made to the housing unit under this policy that have not been reimbursed to the Settlement,
 - ii. 100% of the house insurance premiums paid under this policy,
 - iii. Outstanding debts owed to the Settlement, and
 - iv. The cost of appraisal;
 - v. The agreement is acceptable to the Settlement Administrator and Council.
- D. If the Settlement decides not to purchase a land holder's interest, the land holder may sell the interest in the housing unit and land to another Settlement member if,
 - i. The selling price does not exceed the land holder's investment,
 - ii. The land holder has reimbursed to the Settlement 100% of the eligible cost of repairs and extensions made under this policy, and
 - iii. The agreement is acceptable to the Settlement Administrator and Council.
- E. If a land holder sells his interest in a housing unit received from the Settlement under a Settlement policy, he is not eligible for another housing unit under a Settlement housing program.
- F. If the Settlement owns an interest in a housing unit, the housing unit cannot be moved out of the Settlement area.

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- G. If a Settlement member receives interest in land on which a housing unit that has received repairs or extensions under this policy is situated, by virtue of the descent of property provisions in General Council Land Policy, the Settlement member must fulfil the obligations of the agreement for that housing unit with the Settlement.
- H. A housing unit purchased by the Settlement under this policy may be sold to a Settlement member as a pre-owned housing unit.
- I. The Settlement may purchase, sell, or lease a housing unit, within the guidelines of this policy.

7. Other

- A. The land holder is responsible for the payment of utility charges, taxes, and maintenance costs relating to the housing unit.
- B. A housing unit that has been condemned by the Housing Department via an inspector for the purpose of the land holder obtaining a new unit is not eligible for repairs under this policy.
- C. The Settlement will not purchase appliances for housing units repaired under this policy.

8. Budget

The budget for repair assistance is determined by Council through the annual budget process.

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9. Repeal

The Housing Repairs and Extensions Policy #006/2017 is hereby repealed.

10. Effective Date

This policy comes into effect upon adoption by Council.

February 7, 2018

[SEAL]

DATE OF ADOPTION

[Signature]

CHAIRPERSON

[Signature]

SETTLEMENT ADMINISTRATOR

6/13/18

Schedule 1

Repayment Chart

Years of membership*	Down Payment (% of Estimated Payback amount)**	Repayment % (of total cost of repairs)
3-5	5%	100%
6-10	5%	60%
11-15	4%	50%
16-20	3%	40%
21-25	2%	30%
26+	1%	25%

* Years of membership is determined from the day the member became a residing settlement member; if the member has lived a substantial part of his or her childhood in the Settlement, add five (5) years to years of membership.

** Estimated Payback Amount is the corresponding repayment percentage of estimated cost of repairs.

EXAMPLE:

John Smith lived in FLMS for his entire childhood, became a member at 18 and is now 34. His years of membership would be 21. He is estimated at \$50,000 in repairs; he would be responsible for paying back 30% of 50,000 (which is \$15,000). Before work can begin John Smith must pay a Down Payment at 2% of his estimated payback amount (2% of \$15,000 is \$300.00). Upon completion of the work the actual cost of repairs is \$35,000. John Smith is required to agree to pay 30% of \$35,000 which is \$10,500 minus his down payment (\$10,500 = \$300 = \$10,200) over a ten year period.

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Schedule 2

Resident Housing Calculation Form

Resident Name: _____

Land Location: _____

House Address: _____

1	Estimated cost of repairs	
2	Eligible Repayment Percentage	
3	Box 2 / 100	
4	Estimated Repayment Amount (Box 1 x Box 3)	
5	Down Payment Percentage	
6	Box 5 / 100	
7	Down Payment Amount (Box 4 x Box 6)	
8	Actual Cost Of Repairs	
9	Actual Payback Amount (Box 3 x Box 8)	
10	Remaining Payback Amount (Box 9 - Box 7)	
11	Monthly Payments (Box 10 / 120)	

Start Date: _____

End Date: _____

I, _____, agree to pay the monthly payment amount of \$_____ for a 120 month term (10 Years). As per above information, should I default the above agreement, full monies will be taken from any other income due to me from the Settlement, such as Oil & Gas agreements of any other form of income. I understand that should I default the terms of this Contract, I will not be eligible for any other Settlement programs.

Signed and witnessed this _____ day of _____ 20____, in the Hamlet of Fishing Lake Metis Settlement in the Province of Alberta.

Member

Witness

Administrator

Council Chairperson

[Handwritten signature]
6/27/18

FISHING LAKE METIS SETTLEMENT REPAIR PROGRAM APPLICATION 2018 POLICY #006/2017

SECTION 1

DATE

APPLICANT

MAILING ADDRESS

EMAIL ADDRESS

PHONE NUMBER

YEARS OF RESIDENCE

YEAR OF MEMBERSHIP

CO APPLICANT

DEPENDENTS	AGE	MEMBER
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		YES/NO/MINOR
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		YES/NO/MINOR
--	--	--------------

		YES/NO/MINOR
--	--	--------------

		YES/NO/MINOR
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MUNICIPAL ADDRESS

SECTION 2

HOUSE INFORMATION

YEAR BUILT

HOW LONG HAVE YOU

RESIDED IN THE HOUSE

SECTION 3

REQUEST REPAIRS

MEMBERS SIGNATURE