

APPENDIX G
COMMUNITY PRIVATE HOUSING INITIATIVE

Program Structure – New Local Government Program 1.3A

1.3A Local Government Program: Community Private Housing Initiative

Recipient:	1. Local Government
Source of Obligation:	2. Par. 5.3(c) of the <i>New Relationship Agreement</i> regarding “fair share” of prior years’ INAC housing program funding.
Sources of Funding:	<p>3. The Cree Nation Housing Fund with initial contribution of \$100M, as a share of the funding provided by Canada as the third payment pursuant to par. 6.2(c) of the <i>New Relationship Agreement</i>, plus any earnings.</p> <p>4. As required, additional funds will be identified and allocated to the Cree Nation Housing Fund by the Cree Nation Government from time to time.</p> <p>5. The Cree Nation Housing Fund shall be managed and administered by the Cree Nation Government as a segregated fund for and on behalf of the Cree communities and local community membership.</p>
Mandatory Prerequisite:	6. Before applying for new funding under this Program, a Local Government shall expend any deferred revenue related to private housing provided pursuant to the Program 1.3, “Community Social and Rental Housing”.
Eligible Projects:	<p>7. New housing units built by Private Homeowners (<i>i.e.</i> Cree, at least 18 years of age):</p> <ul style="list-style-type: none"> • New housing units, consisting of self-contained dwelling units, with washroom, kitchen and sleeping facilities; • The housing units must be used as main residence, rather than seasonal or vacation homes; and • Either detached or semi-detached houses, row houses or independent units that form part of multi-unit complex. <p>8. New housing units built by Local Governments or their local development corporations:</p> <ul style="list-style-type: none"> • New housing units (<i>as set out under paragraph 7 above</i>); • Multi-units from 2 to 12 apartments with units consisting of 1, 2 or 3 bedrooms with min. of 600, 800 or 1,000 sq. ft. respectively; each unit must be a self-contained dwelling with washroom, kitchen and sleeping facilities; • Old age homes for autonomous elders from 6 to 12 apartments of 1 or 2 bedrooms with min. of 600 or 800 sq. ft. respectively; Elders’ units must be on one floor or be equipped with elevator if more than

	<p>one story high; each unit must have a kitchen, living room, full bathroom and 1 or 2 bedrooms;</p> <ul style="list-style-type: none"> • Old age and reduced mobility homes for people with diminishing autonomy for 6 to 10 residents; homes must have individual rooms with private bathrooms and proper services must be provided for meals, activities and hygiene. <p>9. Criteria and conditions related to eligible projects may change from time to time with prior notice.</p>
Maximum Subsidy:	<p>10. The maximum subsidy amounts, excluding amounts for service hook up, are set out in Annex A below. Amounts for service hook up will be determined and provided separately.</p>
Terms and Conditions:	<p>11. Funding may be used by a Local Government to support its local private home ownership program (<i>in accordance with local housing policy</i>).</p> <p>12. Funding shall only be provided for projects that meet the terms and conditions of this Program. Additional terms and conditions, not inconsistent with those provided hereof, may be provided for in local housing programs.</p> <p>13. All subsidized housing projects shall be for the exclusive use and occupation by Crees to the exclusion of individuals who are eligible for employer-sponsored housing.</p>
Eligibility Conditions:	<p>14. No Arrears or Debt:</p> <ul style="list-style-type: none"> • <u>Private Homeowners</u>: the applicant must have no arrears of any kind or nature with a Local Government relating to any housing programs or user fees, including but not limited to past and present overdue rent. The arrears of the applicant are deemed to also include those of any person who lives together with the applicant in a conjugal relationship (e.g. spouse, common law partner). <p>15. Credit Criteria:</p> <ul style="list-style-type: none"> • The applicant must meet the relevant credit criteria, as determined by a financial institution, including the capacity to finance the remaining balance of funding required to construct the housing unit/project. • This must be evidenced by a letter from the financial institution confirming the capacity of the applicant to self-finance or by a commitment letter from the financial institution to provide a loan.

	<p>16. Parcel of Land:</p> <ul style="list-style-type: none"> • The applicant must provide evidence (<i>e.g.</i> letters, plans, confirmation) that a suitable parcel of land on Category IA land is available, and has been set aside, for the purpose of constructing the housing unit/project. <p>17. Construction and Plans:</p> <ul style="list-style-type: none"> • The applicant must provide evidence that the housing unit/project will be constructed: <ul style="list-style-type: none"> ○ by a contractor holding a RBQ license; and ○ in accordance with applicable local laws and those of the Cree Nation Government, as well as laws, codes and standards applicable in Quebec. • Building plans and specifications of housing units built by Local Governments or their local development corporations must be sealed by an architect licensed under the laws applicable in Quebec.
<p>General Conditions and Requirements:</p>	<p>18. One Subsidy per Unit:</p> <ul style="list-style-type: none"> • Only one subsidy can be granted for a housing unit (Private Homeowners), or for a housing unit which forms part of the project that is subject to the application (Local Governments or local development corporations). • The subsidy may only be granted to the applicant to construct the housing unit that is subject to the funding application (Private Homeowners), or the housing unit which forms part of the housing project (Local Governments or local development corporations). <p>19. Contribution Agreement:</p> <ul style="list-style-type: none"> • The Local Government and the recipient must conclude a contribution agreement setting out terms and conditions for the subsidy, including: <ul style="list-style-type: none"> ○ amount of subsidy and disbursement schedule; ○ responsibilities and undertakings of the recipient, including in regard to the use of the subsidy, and maintenance of the housing unit (<i>e.g.</i> pay for repairs, electricity, heating, insurance, user fees);

- obligation for the recipient to begin construction as soon as possible and have it completed within a certain time period, *e.g.* 24 months, and sanctions and/or modalities for non-compliance;
- modalities upon sale, transfer or leasing of housing unit, including requirement to reimburse subsidy or any part thereof to the Cree Nation Housing Fund in the following circumstances:
 - the subsidy shall be fully amortized over a period of ten (10) years (Private Homeowners) or twenty (20) years (Local Governments or local development corporations);
 - during this period, if the recipient sells, transfers or leases the housing unit to a person other than a Cree, the recipient shall reimburse to the Cree Nation Housing Fund the unamortized portion of the subsidy;
 - this condition shall survive the sale or transfer of the housing unit to subsequent owners or occupants of the housing unit until it is fully spent.

20. Notary

- Where required by the financial institution that the transaction be formalized by notary, the subsidy shall be transferred by the Local Government to the notary to be held in trust by the notary for disbursement upon completion of all relevant requirements (*e.g.* allocation of lot, grant and agreement of superficie, compliance with applicable building laws, codes and standards, financing for balance of cost).

21. Grant and Agreement of Superficie:

- The Local Government and the recipient must conclude a long-term (*preferably perpetual*) grant and agreement of superficie for residential purposes to enable the recipient to build and own the housing unit.

Note: *A perpetual grant and agreement of superficie shall terminate automatically if the grant is no longer used for residential purposes or is transferred to a person other than a Cree, or both.*

- The grant and agreement of superficie shall be transferable to any Cree with a prior notice to the Local Government but without prior approval on its part, as long as the Cree transferee (purchaser) assumes all of the obligations of the superficiary (seller) under the agreement as from the date of the transfer.

Reporting Requirements:	<p>22. The amount of subsidies provided by the Cree Nation Government under this Program shall be included in and traceable to the Local Government's audited financial statements.</p> <p>23. The Local Government shall provide to the Cree Nation Government a progress report upon completion of each of the following construction phases:</p> <ul style="list-style-type: none"> ○ foundation ○ structure and insulation ○ electrical and mechanical ○ final construction <p>24. For housing units built by Private Homeowners, the progress reports referred to in section 23 shall be carried out and prepared by a local inspector. The Cree Nation Government will provide support to Local Governments to ensure that they have access to appropriate local inspectors.</p> <p>25. For housing units built by Local Governments and their local development corporations, the progress reports referred to in section 23 shall be carried out and prepared by an architect or engineer, as the case may be, licensed under the laws applicable in Quebec.</p>
Payments:	<p>26. The subsidy will be paid to each Local Government in one installment, unless agreed otherwise by the Local Government and the Cree Nation Government.</p>