

‘NAMGIS FIRST NATION HOUSING POLICY



Accepted by ‘NAMGIS Band Council 2011

Future Housing Policy amendments will be considered every January by the ‘NAMGIS Housing Committee with recommendations to ‘NAMGIS Band Council for approval.

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1.0 VISION STATEMENT

The purpose of the Revolving Housing Program, first established in 1967 by the 'Namgis First Nation Band Council (the “NFN Council”), is to create a **self-sustaining, independent fund** that allows the 'Namgis First Nation (the “NFN”) to build and repair homes according to community needs and priorities.

The NFN Council is committed to providing affordable, quality homes to the NFN Members. This 'Namgis First Nation Housing Policy will be referred to as the “Housing Policy” or “Policy”.

2.0 'NAMGIS HOUSING COMMITTEE

A standing committee is hereby established and shall be known as the 'Namgis Housing Committee (the “NHC”). This committee is accountable to the NFN Members through the NFN Council who appoint individuals to the NHC. The appointed committee members will serve a term of three years, with terms commencing in May.

2.1 'NAMGIS HOUSING COMMITTEE MEMBERSHIP CRITERIA

NHC members must be NFN Members. No person can sit on the NHC if they are in arrears with the NFN. Any NHC member that misses three (3) consecutive meetings without notifying the Secretary in advance will result in an immediate resignation of that individual from the NHC.

2.2 'NAMGIS HOUSING COMMITTEE STRUCTURE

- a) The NHC membership consists of:
 - i) Two (2) members of the NFN Council shall be appointed by the 'Namgis Chief Councillor (the “NFN Council Representatives”); and
 - ii) Five (5) NFN Members appointed by the NFN Council.

- b) The NFN administrative staff who support the NHC are the:
 - i) Assistant Administrator;
 - ii) Capital Assets and Housing Administrator;
 - iii) Capital Infrastructure Administrator; and
 - iv) Secretary.

- c) The five (5) NFN Members and two (2) NFN Council members are voting members on the NHC. The administrative support staff are advisory members only and have no voting privileges.

3.0 DUTIES OF ‘NAMGIS HOUSING COMMITTEE MEMBERS

- a) Meetings of the NHC are to be chaired by the Assistant Administrator (the “Chair”).
- b) The Chair will preside at all meetings; in the absence of the Chair – a new chairperson will be appointed by the NHC for that meeting.
- c) The Chair shall be responsible for supervising and conducting the NHC meetings in an orderly fashion and ensuring that a meeting agenda is prepared in advance for each meeting.
- d) The Chair and NFN Council Representatives shall act as a liaison between the NHC and the NFN Council.
- e) All NHC discussions and recommendations are confidential and will not be finalized until ratified by the NFN Council, for example, new house allocations, evictions, MRPL’s and notices of default.
- f) Each NHC member must execute a confidentiality agreement. All complaints of breaches of confidentiality must be in writing and addressed to the Assistant Administrator. The Assistant Administrator will follow up and prepare a report for the NHC. NHC shall review the report and make a recommendation to the NFN Council. Should the NFN Council determine that there has been a breach of confidentiality the NHC member will be removed from the NHC and NFN Council will re-appoint another member to the NHC.
- g) The Secretary shall record all proceedings of the meeting and draft correspondence as directed by the NHC.

4.0 QUORUM

Four (4) NHC voting members will constitute a quorum to carry on the business of the NHC.

5.0 MEETINGS

- a) Regular meetings of the NHC will be held at least once monthly.
- b) At the start of every meeting, the NHC must review and approve the minutes from the previous meeting.
- c) Minutes of the previous meeting must be made available to all NHC members one week prior to the next scheduled meeting. Meeting packages will be available to each NHC member for pick up at the NFN Band Office, two (2) business days prior to the next scheduled meeting.
- d) The time, place and date of the next meeting will be established before the meeting is adjourned.

- e) Special meetings may be called by the Chair with at least twenty-four (24) hours notice being given to the NHC members.
- f) A NFN Member that wants to present information at a NHC meeting must submit a written request to the Assistant Administrator at least ten (10) days prior to the scheduled NHC meeting. The Assistant Administrator will send a reply letter to the NFN Member indicating the time and place that they may make their presentation. The NFN Member must leave the NHC meeting promptly after their presentation and are not permitted to remain to participate in any discussion that may follow their presentation.

6.0 RESIGNATION BY ‘NAMGIS HOUSING COMMITTEE MEMBER

NHC members may resign from his/her position at any time by submitting a written notice to the Assistant Administrator, which must include the termination date. Any NHC member that misses three (3) consecutive meetings without notifying the Secretary in advance will result in an immediate resignation of that individual from the NHC.

7.0 RESPONSIBILITIES

The NHC:

- a) Shall oversee the delivery of housing services and programs at all levels in accordance with all NFN policies, regulations and guidelines.
- b) Shall oversee the overall evaluation in March of each year of all aspects of the ‘Namgis Housing programs and program delivery.
- c) Shall report annually to the NFN Members at a General Meeting to be established by NFN Council. Copies of the current Housing Policy shall be made available at these meetings.
- d) Shall receive applications for housing and, based on the existing Housing Policy, make allocation recommendations to NFN Council for review and final ratification.
- e) Shall receive all applications for major repair program loans (the “MRPL’s”) along with two (2) estimates^{DS1} and make recommendations to NFN Council for review and final ratification.
- f) Shall continue to meet to develop short and long term goals of the Revolving Housing Program.
- g) Shall be responsible to the NFN Members by ensuring there is a current and fair Housing Policy in effect.
- h) Shall be responsible for making recommendations to the NFN Council regarding all house allocations and MRPL’s.
- i) Shall at all times be aware of its responsibility for the proper expenditure of housing funds as per the NHC Vision Statement.

8.0 THE RENTAL TENANCY PROGRAM

- a) This program consists of all the NFN rental units.
- b) The NHC is responsible for administering and maintaining all rental units with the exception of the Teacherage Units, which are administered by the 'Namgis Education Board.

8.1. NHC DUTIES:

The NHC shall:

- a) Receive and review all applications for rental units.
- b) Allocate the rental units in accordance with this Policy.
- c) Conduct an inspection at least four times per year of all the rental units for maintenance and repair purposes.
- d) Within twenty-four (24) hours of a complaint being received, shall have the authority to do an immediate inspection of the rental unit.
- e) Commence eviction proceedings if it is determined that illegal activities are being conducted in the rental unit.
- f) Where required, develop a maintenance and repair plan and budget for any rental units that are in need of maintenance or repair. The NFN shall be responsible for the cost of maintenance of rental units based on normal wear and tear, for example: linoleum, tiles, bathroom upgrade, paint, ceiling fans, exhaust fans, etc.
- g) Develop short-term and long-term plans for NFN Member's needs for rental units.
- h) Recommend the amount of rental rates to the NFN Council.
- i) Consider the size of dwelling (apartment or house) when making rental unit allocations.
- j) If the size of the tenant's family unit changes, NHC has the authority to change the rental unit that the tenant may rent to suit the tenant's current family size.
- k) Consider each application individually, and when making allocation decisions to take into account, in no particular order, the following factors, which includes but is not limited to:
 - i) the amount of time the tenant has been on the wait list for housing;
 - ii) the size of the family;
 - iii) the need; and
 - iv) the ability to pay.

- l) Be responsible for administering and enforcing the Rental Tenancy Agreement (See Appendices H and I, pp. 28-33) which will include, but is not limited to, negotiating a payment plan, negotiating a payment plan to pay rent that is in arrears and referring recommendations for eviction to the NFN Council for immediate follow-up.

8.2. PRIORITIES FOR ELIGIBILITY FOR RENTAL UNITS

Subject to sections 9.0 i) and 9.0 o), allocations for rental units are for NFN Members only, and will be based the NHC annual plan for allocations of rental units and the number of rental units available in each of the following categories:

- a) ‘Namgis Elderly/Widows and Widowers/Disabled/Handicapped’, which are defined as follows:
 - i) “Elderly” are any NFN Members who have reached the age of sixty-five years (65) or older.
 - ii) “Widows” and “Widowers” are NFN Members who are the surviving spouses of a deceased spouse;
 - iii) “Namgis Disabled/Handicapped” is any NFN Member who has received a written designation as a Handicapped person from a licensed physician.
- b) ‘Namgis Family/Single Parents/Couples/Singles/Burned Out Family
 - i) “Namgis Family” is any NFN Member who is married or in a common-law relationship, and/or with one or more child(ren).
 - ii) “Namgis Burned Out Family” is a ‘Namgis Family’ who has lost their home due to fire and had valid homeowners insurance.

9.0 APPLICATIONS FOR RENTAL UNITS

- a) All applications for rental units must be submitted on the ‘Namgis Rental Application Form’ which is attached as Appendix G (page 32) to this Policy and it must be accompanied by a letter stating the applicant’s current accommodation needs (the “Rental Application”).
- b) The completed Rental Application must be addressed to the NHC. The receipt of the Rental Application will be immediately acknowledged, in writing, by the Secretary.
- c) Upon receiving a Rental Application, the Secretary shall determine if the applicant is in arrears in any payments owed to the NFN, i.e. has fallen behind in any of their accounts owed to the NFN; and
 - i) If it is determined that the applicant is not in arrears the NHC shall add the name of the applicant to the rental list (the “Standing Rental List”);

- ii) If it is determined that the applicant is in arrears to the NFN, the NHC shall instruct the Secretary to draft a letter indicating this and inform the applicant that they are required to make their accounts current before they may be added to the Standing Rental List; and
 - iii) Upon making their accounts being current it shall be the responsibility of the applicant to resubmit their Rental Application to the Secretary.
- d) Applicants who are approved to receive a rental unit must sign before occupancy a Rental Tenancy Agreement in the form attached as H for a Non-Social Housing Unit (page 33) and I for a Social Housing Unit (page 36) to this Policy.
 - e) New tenants must view the rental units prior to occupancy with the Capital Assets and Housing Administrator and identify any problem areas using the check list in the form attached as Appendix J (page 39) to this Policy.
 - f) When tenants vacate their rental units, the Capital Assets and Housing Administrator will inspect the rental unit and identify any damage and related clean up costs, using the check list that was completed prior to occupancy. The following will be considered damage and/or related clean up costs: cleaning of the rental unit, garbage removal, repainting, repairing and replacing any damage to the rental unit. The amount of the damage or related clean up costs, if any, will be deducted from the damage deposit of \$250 and the remainder will be returned to the tenant.
 - g) If the cost of repairs and maintenance exceeds the damage deposit of \$250, the tenant will be responsible for those additional costs and billed accordingly. An Accounts Receivable Account will be set up in the Accounting Office.
 - h) In the event of the death of a NFN Member tenant with children, the partner and the children of the tenant who are NFN Members, shall be permitted to reside in the rental unit for as long as there are NFN Member children living in the rental unit, provided the partner of the NFN Member tenant executes a Rental Tenancy Agreement.
 - i) In the event of the death of the NFN Member Tenant without children; the surviving Non-NFN Member partner shall be given six months to vacate the rental unit and remove his/her belongings, provided the rent is continued to be paid in accordance with the existing Rental Tenancy Agreement. If not, then the surviving Non-NFN Member partner must immediately evacuate.
 - j) The NFN Council has the authority to change the amount of the rent. As of the date of this Policy, the rate of rent for the rental units is based on the following guidelines for Non-Social Housing:
 - i) One bedroom - \$244/month
 - ii) Two bedroom - \$294/month
 - iii) Three bedroom - \$344/month
 - iv) Triplex (based on 25 year amortization) - \$290/month
 - v) Elders Triplex - \$250/month
 - vi) MOT (Leased Lands) - \$450/month

- k) The amount of the rent for Social Housing is determined by the amount of the CMHC loan.
- l) The above rates do not include insurance for the contents of the rental unit (“Contents Insurance”). The cost of Contents Insurance is the responsibility of the tenant of the rental unit and is therefore optional. Please see the Capital Assets and Housing Administrator for information on purchasing Contents Insurance.
- m) When there is a family/partnership breakup, NFN Members are required to take responsibility to address the Family Court system regarding family matters and make a copy of any court document and submit it to the Secretary for inclusion in the NFN housing records.
- n) When the breakup is between two NFN Members, the person who has custody and care of the children (“Custody”) has the right to remain in the rental unit. The NFN Member must provide court documentation to the NHC to evidence their right to Custody. If the person who has Custody is not currently the Tenant of the rental unit the NFN Member must execute a new Rental Tenancy Agreement to be allowed to remain in the rental unit.
- o) When the breakup is between a NFN Member and a non-NFN Member:
 - i) With NFN Member children involved, the person who has custody and care of the NFN Member child/children will be allowed to remain in the rental unit for as long as there are NFN Member children living in the rental unit; provided a new Rental Tenancy Agreement is executed; and
 - ii) With no NFN Member Child/Children involved, the non-NFN Member must vacate the rental unit within thirty (30) days.
- p) The NFN and NHC will abide by any Court Orders or directions.

10.0 APPLICATIONS TO PURCHASE A HOUSE

- a) All applications to purchase a house on a NFN Reserve must be on the ‘Namgis Housing Application Form which is attached as Appendix A (page 19) to this Policy (the “Housing Application”). The Housing Application must be accompanied by a letter stating the applicant’s current needs. All information submitted will be confidential.
- b) The letter enclosing the completed Housing Application must be addressed and submitted to the NHC. The receipt of the Housing Application will be immediately acknowledged, in writing, by the Secretary.
- c) NFN Members who own a home are not eligible to apply for NFN Reserve housing unless they provide legal documentation that their house is on the market and that, in fact, it did sell.

- d) Upon receiving a Housing Application, the Secretary shall determine if the applicant is in arrears in any payments owed to the NFN, i.e. has fallen behind in their accounts owed to the NFN; and
 - i) If it is determined that the applicant is not in arrears the NHC shall add the name of the applicant to the housing list (the “Standing Housing List”);
 - ii) If it is determined that the applicant is in arrears to the NFN, the NHC shall instruct the Secretary to draft a letter indicating this and inform the applicant that they are required to make their accounts current before they may be added to the Standing Housing List; and
 - iii) Upon making their accounts current it shall be the responsibility of the applicant to resubmit their Housing Application to the Secretary.
- e) Applicants who are approved to purchase a house must sign a House Purchase Agreement in the form attached as Appendix B (page 20) to this Policy **before** occupancy.
- f) When there is a family/partnership breakup, NFN Members are required to take responsibility to address the Family Court system regarding family matters and make a copy of any court document and submit it to the Secretary for inclusion in the NFN housing records.
- g) When the breakup is between two NFN Members, the person who has custody and care of the children (“Custody”) has the right to remain in the house. The NFN Member must provide court documentation to the NHC to evidence their right to Custody. A new House Purchase Agreement must be executed by the custodial parent.
- h) When the breakup is between two NFN Members, with no children living in the home, the NFN Members must resolve ownership amicably and inform the NHC who will sign the new House Purchase Agreement. Until that time, the existing Housing Purchase Agreement will be enforced.
- i) When the breakup is between a NFN Member and a non-NFN Member:
 - i) With NFN Member Children involved, the person who has Custody has the right to remain in the home; and
 - ii) With no-NFN Member Child/Children involved, the non-NFN Member is required to vacate the house within thirty (30) days or as directed by the RCMP and NFN Council.

10.1 HOUSE PURCHASE AGREEMENT TRANSFER

- a) A Purchaser may transfer their House Purchase Agreement to another NFN Member by submitting a request by letter to the NHC.
- b) If the request is granted by the NHC the existing Purchaser and the new Purchaser must execute a House Purchase Agreement Transfer in the form attached as Appendix D to this Policy. The

new Purchaser must then enter into a new House Purchase Agreement with the NFN with terms acceptable to the NHC.

11.0 HOMEOWNERS INSURANCE

- a) All homes in which the NFN hold an interest:
 - i) Shall be insured for replacement value;
 - ii) Shall be insured in the name of NFN; and
 - iii) The insurance premiums shall be paid by NFN.
- b) In the case of homes being purchased, it shall be the Purchaser's responsibility to pay the annual costs of the homeowner's insurance. The insurance shall be paid in monthly installments which is included in the overall house payment as stated in the House Purchase Agreement.
- c) It is the policy of the NFN to encourage all NFN Members who own their own homes to purchase home insurance.
- d) In instances where a NFN Member who owns their own home can show that they are absolutely unable to pay for home insurance on an annual basis, they may submit a request to the Secretary for financial assistance. Any financial assistance that is approved by the NHC **does not constitute any obligation of any kind** on the part of the NFN Council.
- e) When financial assistance is provided to a NFN Member for the payment of house insurance they must execute a 'Namgis Insurance Repayment Agreement in the form attached as Appendix O (page 68) to this Policy.
- f) The NFN shall pay the cost of house insurance for Elders who own their own home on a NFN Reserve.

12.0 EVICTIONS and REPOSSESSIONS of RENTAL UNIT

- a) A Notice of Default in the form attached as Appendix C (page 28) to this Policy will be given by the NFN Council to the Tenant stating that the Tenant is in default of his/her/their obligations to the NFN pursuant to the Rental Tenant Agreement.
- b) The Notice of Default will be enforced by the NFN Administration.
- c) If the Notice of Default is not mitigated within thirty (30) days, eviction proceedings will begin.
- d) As stated in the Rental Agreements any tenant who is in default of any part of the terms and conditions of the Rental Agreement including, but not limited to, failure to pay Rent, may result in the termination of these Agreements.

- e) The termination of a Rental Agreement shall result in the eviction of the tenant and repossession of the rental unit.

13.0 APPLICATIONS FOR MAJOR REPAIR PROGRAM LOANS

- a) The following NFN Members are **not** eligible to apply for a major repair program loans (“MRPL’s”):
 - i) Multiple homeowners;
 - ii) Homeowners who have resided in their home for less than ten (10) years; and
 - iii) Absentee homeowners.
- b) All applications for MRPL’s must be in written letter form addressed to the Assistant Administrator and must identify the scope of the project (the “MRPL Application”).
- c) The receipt of the MRPL Application will be immediately acknowledged, in writing, by the Secretary.
- d) Upon receiving a MRPL Application, the Secretary shall determine if the applicant is in arrears in their payments (including, but not limited to, monies owed for rent, garbage, utilities, moorage, mortgage payments) owed to the NFN, i.e. has fallen behind in their accounts owed to the NFN; and
 - i) If it is determined that the applicant is not in arrears the NHC shall begin to process the MRPL Application pursuant to the MRPL Guidelines set out in section 14 and either make a recommendation to NFN Council to approve or not to approve the MRPL Application.
 - ii) If it is determined that the applicant is in arrears to the NFN, NHC shall instruct the Secretary to draft a letter indicating this and inform the applicant that they are required to make their accounts current before their MRPL Application can be considered for approval.
 - iii) Upon making their accounts current it shall be the responsibility of the applicant to resubmit their MRPL Application.

14.0 MRPL GUIDELINES

- a) Notwithstanding section 13.0 d) ii) an applicant may, despite being in arrears, qualify for a MRPL if the repair is an emergency.
- b) Emergency repairs are a priority of NFN and an emergency is defined as any condition or situation that threatens the structural integrity of the home or condition that may threaten the

health of the occupants. The final decision of what constitutes an emergency shall rest with NFN Council.

- c) The Capital Assets and Housing Administrator, the homeowner and the NFN appointed housing inspector (the “Housing Inspector”) will inspect the house and prioritize the need for major repairs as established in this Policy.
- d) MRPLs will not be provided to pay for the repair of willful damage and neglect caused by homeowner and/or visitors. For example, holes in walls, kicked in doors, damaged bi-folds, broken windows and neglected plumbing.
- e) The Housing Inspector is required to inspect each house that is the subject of a MRPL Application and provide Capital Assets and Housing Administrator with the inspection report as per MRPL Guidelines which includes, but is not limited to:
 - i) Roof Replacement Repair (Shingles or Tin Roof);
 - ii) Structural Soundness – Foundations, Drainage, Windows and Exterior Doors;
 - iii) Electrical System;
 - iv) Plumbing System & Fixtures;
 - v) Heating System – Baseboard, Furnace, Propane and Wood;
 - vi) Fire Safety;
 - vii) Existing Porches/Decks/Ramps;
 - viii) Overcrowded Dwelling; and
 - ix) Emergency Applications – Hot Water Tanks, Mould and Health Concerns.

Once the house inspection report is completed in the form attached as Appendix J (page 39) to this Policy by the Housing Inspector, the homeowner must review the inspection report and sign it to acknowledge its content. The inspection report must then be submitted to NHC.

- f) The Housing Inspector shall be paid for both an initial and final inspection, the cost of which shall be included in the MRPL amount. The Capital Assets and Housing Administrator will contact the Housing Inspector when the inspections are required. The Capital Assets and Housing Administrator will engage the Housing Inspectors services by providing him/her with a NHC Purchase Order for each inspection.
- g) The Homeowner shall obtain contact two contractors from the approved contractors list that is maintained by the Capital Assets and Housing Administrator and request bids in the form attached as Appendix L to this Policy.
- h) The Capital Assets and Housing Administrator shall choose one of the two contractor’s bids that have been submitted. All bids are to remain confidential. If the MRPL is approved by NFN Council the homeowner and contractor must execute a Major Repair Program Contract in the form attached as Appendix M.
- i) The Capital Assets and Housing Administrator will apply for Residential Rehabilitation Assistance Program (“RRAP”) grant funding on an annual basis for those home owners (including Elders) who qualify and are not in arrears in their payments owed to the NFN.

Home owners will qualify for the maximum CMHC forgivable RRAP grant based on annual income testing set by CMHC.

- j) The Capital Assets and Housing Administrator will apply for RRAP and Home Adaptations for Seniors' Independence ("HASI") grant funding on an annual basis for those home owners who are sixty-five (65) years of age or older with disabilities who qualify and are not in arrears in their payments owed to the NFN. Home owners will qualify for the maximum CMHC forgivable RRAP and HASI grant based on proof of being at least sixty-five (65) years of age and written designation as a Handicapped person from a licensed physician.
- k) Upon the approval of a MRPL by the NFN Council the applicant must prior to the commencement of any major repair work:
 - i) sign a Major Repair Loan Agreement in the form attached as Appendix N (page 66) which will incorporate the Scope of Work as set out in Appendix L; and
 - ii) provide written proof of payment of house insurance, and

for the duration of the repayment plan of the MRPL, provide proof of payment of house insurance on an annual basis.

- l) MRPLs shall be paid back in accordance with the following schedule:
 - ▶ \$10,000 and less, amortized over 3 years at \$278/month
 - ▶ \$15,000 and less, amortized over 4 years at \$313/month
 - ▶ \$20,000 and less, amortized over 5 years at \$334/month
 - ▶ \$25,000 and less, amortized over 6 years at \$348/month
 - ▶ \$30,000 and less, amortized over 7 years at \$358/month
 - ▶ \$35,000 and less, amortized over 8 years at \$365/month
 - ▶ \$40,000 and less, amortized over 9 years at \$371/month
 - ▶ \$45,000 and less, amortized over 10 years at \$375/month
 - ▶ \$50,000 and less, amortized over 11 years at \$379/month

The above repayment schedule applies to homeowners who do not have any existing house purchase loan/mortgage with NFN. MRPL's to homeowners who have existing loans/mortgages will be charged one of the above plus their monthly mortgage payment.

For example:

\$290 (Mortgage Payment) + \$313 (\$15,000 MRPL) = \$603 monthly payment.

\$290 (Mortgage Payment) + \$379 (\$50,000 MRPL) = \$669 monthly payment.

- m) Under certain circumstances based on individual evaluation, the NFN may negotiate with the homeowner a payment plan that meets the specific needs of the homeowner. For example, reducing the payment by up to \$100/month based on a personal property and income assessment.
- n) Homeowners have the right to pay down the outstanding MRPL at anytime.
- o) The NFN Council shall not be responsible for any work or costs that exceed the scope of work and costs set out in the MRPL Agreement without prior written approval by the NFN Council.

- p) In the event of the death of the signatory to the MRPL it shall be agreed, as set out in the MRPL Agreement, that the re-payment of the MRPL shall be transferred with the ownership of the house.

15.0 MRPLs for HOME ADDITIONS

- a) Home additions are defined as the enlargement of the existing living space in a home (eg. the addition of bedrooms and/or bathrooms) (“Additions”).
- b) Each request for an MRPL for Additions will be considered on an individual case-by-case basis and must be based on a need, such as overcrowding.
- c) Due to budget limitations, providing an MRPL for increasing living space for the purposes of beautification or personal desire will be a low priority (i.e. dens, family rooms and recreational rooms).
- d) Room dimensions must be specified for each Addition requested.
- e) MRPL for Additions to decks and porches will only be considered for replacing the structure up to 6’ x 10’. However a homeowner may request a larger structure provided they pay for any and all additional costs prior to the commencement of construction.
- f) The procedure for making an application for an MRPL for an Addition is the same as for major repairs.

15.1 RENOVATIONS

- a) A Purchaser, pursuant to section 12.0 c) of the House Purchase Agreement, shall not build any new structure or make any alterations to any existing structure in the House or on the Premises nor install or renovate any plumbing, piping, wiring or heating apparatus in the House (the “Renovation”) without the prior written consent of the NFN Council.
- b) To obtain the written consent of the NFN Council for the Renovation the Purchaser must submit to the Assistant Administrator the following to the Assistant Administrator:
- i) professional drawing or plan of the Renovation;
 - ii) inspection report prepared by the Housing Inspector and paid for by the Purchaser; and
 - iii) two estimates from contractors that are on the approved contractors list that is maintained by the Capital Assets and Housing Administrator.
- (the “Request for Renovation”)
- c) The NHC shall review the Request for Renovation and make a recommendation to the NFN Council.
- d) Upon receiving written approval of the NFN Council the Purchaser must execute a contract with the contractor chosen by the Purchaser in the form attached as Appendix M to this Policy.

- e) The Purchaser is responsible for all the costs associated with the completion of the Renovation.

16.0 NOTICE OF DEFAULT of HOUSING AGREEMENT

- a) Notice of Default will be given by the NFN Council to the "Purchaser(s)" that the Purchaser(s) is in default of his/her/their obligations to the NFN pursuant to the House Purchase Agreement (refer to Schedule A of the Housing Purchase Agreement – page 24) and they are given thirty (30) days notice to vacate the Premises if the identified default is not mitigated.
- b) NFN Council will authorize the Assistant Administrator to use whatever methods are available for collection of the outstanding arrears – i.e. Small Claims Court and/or garnishees.

17.0 TITLE TRANSFERS

- a) All lands located within the NFN Reserve boundaries are held in trust for the use and benefit of all NFN Members. There are no individually owned lands on NFN Reserves. However, the NFN Council does recognize the interest that NFN Members have in the homes they are purchasing from the NFN. Once a home is fully paid for it is considered the property of the Purchaser. While being purchased, the use, occupation and transfer of these properties are governed by the various agreements the individual NFN Members have with the NFN. The sale or transfer of such property is limited to another NFN Member.
- b) No non-NFN Member may own a home on NFN Reserve lands.
- c) On an annual basis, each Purchaser will receive a letter from the NFN accounting department informing them about revenues received and the remaining balance owing to the NFN. These letters will be mailed to homeowners in October and April of each year.
- d) Purchasers wishing to view their housing records can make a request to the Assistant Administrator to receive a copy of their accounts.
- e) Upon payment in full of the Purchase Price, the house shall be the sole property of the Purchaser(s) and the NFN will acknowledge same in writing in the form of a letter indicating the house has been paid in full (Appendix E - page 30). Further, NFN will provide the home owner with a Band Council Resolution, transferring the home to the Purchaser (Appendix F – page 31). Until that time the house shall be the sole property of the NFN.
- f) An NFN Member that has received a letter from the NFN indicating that the house has been paid in full and is in receipt of a Band Council Resolution indicating that the house has been transferred to the NFN Member, may transfer their home to another NFN Member by completing a House Transfer in the form at Appendix P.

18.0 HOME SUBLETTING

- a) No rental unit may be sublet.
- b) A Purchaser may submit a request to the NHC to sublet their home for up to five (5) years for of medical, education or employment reasons.
- c) The NHC will review the request and make recommendations to NFN Council who will make the final decision.
- d) If the request to sublet is approved in writing by the NFN Council, the Purchaser must enter into a Sublease Agreement with the proposed tenant in the form attached as Appendix K to this Policy (page 41).
- e) After a five (5) year absence, the homeowner may make a further request to the NHC who will review the request and make a recommendation to NFN Council for a final decision. Generally only extreme medical reasons will support a request an extension.
- f) If the tenant is suspected of conducting illegal activities from the house, NHC will make recommendations to the Assistant Administrator for immediate eviction of the tenant.

19.0 SELLING BAND OWNED HOUSE

- a) Until the Purchase Price as set out in the House Purchase Agreement has been paid in full the Purchaser cannot sell the house. Pursuant to the House Purchase Agreement, the NFN owns the house until the last payment has been made.
- b) If the NFN Council repossesses a House and Premises as a result of a Purchaser defaulting on the House Purchase Agreement within ten (10) years of the purchase date, the house automatically reverts back to 'Namgis and the house will be re-allocated and sold to another NFN Member.
- c) Under extreme circumstances, the Purchaser may sell the house back to the NFN based on a recommendation from the NHC.
- d) Equity in the home will not be considered unless the Purchaser has resided in the home for a period of at least ten (10) years and all the required mortgage payments have been paid.
- e) If applicable, the home will be inspected by the Housing Inspector to determine the condition of the home and the amount of equity will be calculated based on the following categories:

[Please note: * **The figures contained in this section are for example purposes only**]

Category	Example Figures Only *	
	Debit	Credit
Cost of construction	\$100,000	
Less - Mortgage Owing	<u>- 50,000</u>	
Gross Amount of Equity **	\$ 50,000	
Purchaser owned home 10 yr (25% x \$50,000)		\$12,500
Less any other amounts due to NFN eg. Water/Sewer/Garbage/MRPL accounts	\$ 100	
Less house insurance premiums outstanding	\$ 500	
Less Home Inspection by Housing Inspector	<u>\$ 300</u>	
POTENTIAL EQUITY		<u>\$11,600</u>

** Net amount of Equity will be calculated as follows:

- Equity after 10 years at 25%
- Equity after 15 years at 35%
- Equity after 20 years at 50%
- Equity after 25 years at 75%

Appendix A

'NAMGIS HOUSING APPLICATION			
APPLICANT INFORMATION			
Name:			
Date of birth:		Status Number:	Phone:
Current address:			
City:		Prov:	Postal Code:
First Home? Yes No	Own Rent <i>(Please circle)</i>	Monthly payment:	How long?
EMPLOYMENT INFORMATION			
Current employer:			
Employer address:		How long?	
Phone:		E-mail:	Fax:
City:		Prov:	Postal Code:
Position:		Hourly Salary:	Annual income:
EMERGENCY CONTACT			
Name of a relative not residing with you:			
Address:		Phone:	
City:		Prov:	Postal Code:
Relationship:			
SPOUSE INFORMATION			
Name:			
Date of birth:		Status Number:	Phone:
SPOUSE EMPLOYMENT INFORMATION			
Current employer:			
Employer address:		How long?	
Phone:		E-mail:	Fax:
City:		Prov:	Postal Code:
Position:		Hourly Salary:	Annual income:
DEPENDANTS/CHILDREN/OTHERS WHO WILL RESIDE IN THE RESIDENCE			
Names		Date of Birth:	Sex:
RENTAL REFERENCES			
Name		Phone:	Name
Name		Phone:	Name
Name		Phone:	Name
SIGNATURES			
I authorize the verification of the information provided on this form as to my credit and employment. I have received a copy of this application.			
Signature of Applicant:		Date:	
Signature of Co-Applicant:		Date:	

Appendix B

Revised November 2010

**HOUSE PURCHASE AGREEMENT
NON-CMHC HOME**

THIS AGREEMENT dated the ____ day of _____, 2____.

FOR THE HOUSE BUILT IN THE YEAR OF _____

BETWEEN:

The 'NAMGIS FIRST NATION, as represented by its duly elected Council, of Alert Bay, in the Province of British Columbia (hereinafter called the "Namgis First Nation")

OF THE FIRST PART

AND: Name: Verna Darlene Ambers
Address: #10 Gatu Street
Lot #: 10 P.O. Box: 297
Alert Bay, British Columbia
Postal Code: V0N 1A0
Indian Reserve #: 1
Status Number: 6310132701
(hereinafter called the "Purchaser(s)")

OF THE SECOND PART

WHEREAS:

- A. The 'Namgis First Nation has constructed certain houses on the 'Namgis Indian reserves including a house (the "House") on the Premises (as hereinafter defined) in order to provide quality housing to 'Namgis First Nation members;
- B. The 'Namgis First Nation wishes to enter into this Agreement in order to permit the Purchaser(s) to use and occupy the House exclusively for his, her or their own residence and, subject to complying with the terms of this Agreement, own the House but have no possessory or other interest in the Premises or any other lands upon which the House is situated;
- C. The Purchaser(s) wishes to enter this Agreement to use and occupy and own the House for his, her or their own residence.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein, the parties hereto hereby covenant and agree as follows:

TERM

- 1. The 'Namgis First Nation grants to the Purchaser(s) an exclusive right to use and occupy the House situated on the 'Namgis Indian Reserve described as Lot# _____ Alert Bay, BC or I.R.# _____ (the "Premises") for his, her or their own residence from the date of the substantial completion of the House in perpetuity unless or until this Agreement is terminated by the 'Namgis First Nation as a result of a breach of a covenant or agreement of the Purchaser(s).

2. The Purchaser(s) will pay to the 'Namgis First Nation the total amount of the construction and related costs (the "Cost") of the House as will be agreed between the 'Namgis First Nation and the Purchaser(s) on or before the first anniversary of the Term and the annual cost of the house insurance premiums (the "Purchase Price") payable as follows:
 - (a) five hundred (\$500.00) dollars as a down payment which the 'Namgis First Nation acknowledges having received;
 - (b) at \$_____ per month on the first day of each month commencing _____, 2_____ over a period of 25 or 30 years (the "Monthly Payments").

If the 'Namgis First Nation and the Purchaser(s) are unable to agree on the Cost of the House it will be resolved by arbitration. Each of the 'Namgis First Nation and the Purchaser(s) will appoint one arbitrator and the arbitrators chosen will select a third arbitrator. The costs of the arbitration will be borne equally between the 'Namgis First Nation and the Purchaser(s). The estimated Purchase Price Cost as of the date of this Agreement is _____.

3. The Monthly Payment shall include the cost of monthly installments for the annual insurance costs.
4. The first Monthly Payment shall be on the ____ day of _____, 2_____. The estimated date for the final Monthly Payment shall be on the ____ day of _____, 2_____. However, if the Purchaser is in arrears after the estimated date of the final Monthly Payment, the obligation to pay the Monthly Payment shall continue until the full Purchase Price has been paid.
5. The cost of the House insurance shall be added to the overall costs of the House and may extend the mortgage due to fluctuating insurance costs over the amortization period.
6. The Purchaser(s) has the right to pay down the outstanding amount at any time without penalty.
7. Upon payment in full of the Purchase Price the House shall be the sole property of the Purchaser(s) and the 'Namgis First Nation will acknowledge same in writing in the form of a letter indicating the house has been paid in full. Further, 'Namgis First Nation will provide the home owner with a Band Council Resolution, transferring the home to the purchaser. Until that time the House shall be the sole property of the 'Namgis First Nation.
8. Should this Agreement be terminated by the 'Namgis First Nation as a result of the breach of this Agreement by the Purchaser(s) the Council of the 'Namgis First Nation may, at its absolute discretion, consider providing compensation to the Purchaser(s) for a portion of the monies paid under this Agreement or for additional improvements made to the House or the Premises by the Purchaser(s).
9. If this agreement is held in arrears at the end of the amortized period of time the purchaser will be responsible for paying out standing arrears which will include insurance costs.

NON-INTERFERENCE

10. While the Purchaser(s) is in lawful occupation of the House and provided that the Purchaser(s) is

not in breach of this Agreement the 'Namgis First Nation agrees that it will not interfere with the Purchaser's quiet use and enjoyment of the House and the Premises.

ADDITIONAL IMPROVEMENTS

11. Any improvements made to the House and the Premises over and above the state of the House and Premises when the Purchaser(s) assumed use and occupancy shall be at the Purchaser's cost unless the 'Namgis First Nation otherwise agrees in writing prior to any improvements being undertaken.

PURCHASER'S COVENANTS

12. Until the Purchase Price has been paid in full the Purchaser(s) will:
- (a) pay all utility rates including electricity, gas, water, sewer, telephone and cablevision, garbage;
 - (b) repair damage caused to the House by the willful or negligent act or omission of the Purchaser(s) or of a person permitted in the House by the Purchaser(s);
 - (c) not assign the rights of the Purchaser(s) under this Agreement;
 - (d) not build any new structure or make any alterations to any existing structure in the House or on the Premises nor install or renovate any plumbing, piping, wiring or heating apparatus in the House without the written consent of the 'Namgis First Nation first hand and obtained;
 - (e) maintain and leave the House in good repair excepting only reasonable wear and tear and damage by fire, lightning, tempest, flood, explosion, acts of God or structural defect should this Agreement be terminated prior to the Purchase Price being paid in full;
 - (f) not permit the House to remain vacant or unoccupied by the Purchaser(s) for a period of greater than thirty (30) days without the written consent of the 'Namgis First Nation first hand and obtained;
 - (g) permit representatives of the Housing Committee of the 'Namgis First Nation to enter the House for the purpose of inspecting same upon giving the Purchaser(s) seven (7) days written notice of such entry;
 - (h) not rent out, lease or otherwise permit a person other than the Purchaser(s) and his, her or their immediate family to reside in the House without first obtaining the written consent of the 'Namgis First Nation;
 - (i) not pledge the House as security, or otherwise encumber the House, without first obtaining the written consent of the 'Namgis First Nation.
13. Both before and after the Purchase Price has been paid in full the Purchaser(s) will:
- (a) keep up fences, and not cut down or remove trees or shrubs on the Premises without first obtaining the written consent of the 'Namgis First Nation;
 - (b) keep the flower beds, gardens, lawns and other landscaping on the Premises property cultivated and maintained;

- (c) maintain ordinary health, cleanliness and sanitary standards throughout the House and Premises;
- (d) maintain the House and Premises in a state of decoration to comply with reasonable standards as determined by the 'Namgis First Nation in its sole discretion;
- (e) not do or permit to be done any act or thing whatsoever which may be a nuisance;
- (f) not do or permit to be done any act or thing which may increase the hazard of fire or liability of any kind or which may increase the rate of insurance against loss by fire or liability upon the House or Premises, or invalidate any policy or insurance of any kind in respect of the same, including without limiting the generality of the foregoing, the storage of gasoline, propane, diesel, oil or other combustibles in the House or on Premises without the written consent of the 'Namgis First Nation first hand and obtained;
- (g) indemnify and save harmless the 'Namgis First Nation from and against all and any manner of actions, causes of actions, damages, loss, costs, or expenses which the 'Namgis First Nation may sustain, incur or be put to by reason of the use of the House or the Premises by the Purchaser(s), his, her or their agents, servants, relatives, friends, employees or invitees and any act or omission of the Purchaser(s) or any failure of the Purchaser(s), his, her or their agents, servants, relatives, friends, employees or invitees to observe and comply with any of the covenants and conditions of this Agreement or the 'Namgis Housing Policy;
- (h) use the House and Premises as residential premises and for no other purpose including but not limited to the carrying on of a business, trade, or profession without the written consent of the 'Namgis First Nation first hand and obtained;
- (i) not keep chickens, pigs, horses, sheep, cattle, rabbits or other livestock in the House or on the Premises without the written consent of the 'Namgis First Nation first hand and obtained;
- (j) not store inoperative vehicles, boats, machinery, rubbish or other items which the 'Namgis First Nation in its sole discretion deems unsightly without the written consent of the 'Namgis First Nation first hand and obtained;
- (k) not permit any liens to be placed against the Premises.

'NAMGIS FIRST NATION COVENANTS

14. The 'Namgis First Nation will:
- (a) provided that the Purchaser(s) is not in default of this Agreement permit the Purchaser(s) to use and occupy the House as his, her or their residence during the term;
 - (b) not unreasonably interfere with the Purchaser(s) use of the House and Premises.

PURCHASER(S) AND 'NAMGIS FIRST NATION COVENANTS

15. The 'Namgis First Nation and Purchaser(s) further agree that:

- (a) Until the Purchase Price for the House is paid in full the House shall remain the sole property of the 'Namgis First Nation. Once the full Purchase Price has been paid the Purchaser(s) shall have the right to pledge, mortgage, transfer, sell, grant by will or otherwise hypothecate the House to another member of the 'Namgis First Nation;
- (b) if the Housing Committee of the 'Namgis First Nation at any time determines that the Purchaser(s) is in breach or neglect of any of his, her or their promises, covenants or agreements made pursuant to this Agreement, the Housing Committee of the 'Namgis First Nation may give notice to the Purchaser(s) that he, she or they must perform such promises, covenants or agreements within thirty (30) days and if the Purchaser(s) does not remedy such default within the thirty (30) day period, the 'Namgis First Nation may enter onto the House and Premises and remedy such default and the cost of same will be due and payable by the Purchaser(s) to the 'Namgis First Nation forthwith. If the Purchase Price has not been paid in full the 'Namgis First Nation may enter onto and take possession of the House and Premises without recourse to the Purchaser(s) provided that the 'Namgis First Nation has first sent or delivered to the Purchaser(s) the Notice of Default attached hereto as Appendix "A". If it shall be necessary for the 'Namgis First Nation to retain the services of a Solicitor or any other proper person for the purpose of assisting the 'Namgis First Nation in enforcing any of its rights hereunder, the 'Namgis First Nation shall be entitled to collect from the Purchaser(s) the cost of all such services including all necessary court proceedings on a solicitor and own client basis;
- (c) if the House or any part thereof is at any time during the Term burns down, or is damaged by fire, or tempest, otherwise than by an act of the Purchaser(s), his, her or their employee or agent, so as to render the same unfit for the purpose of the Purchaser(s) then and so often as the same happens, the payment herein set forth in 2(b), or a proportionate part thereof according to the nature and extent of the injuries sustained and all remedies for recovering the same will be suspended and abated until the House has been rebuilt or made fit for the purpose of the Purchaser(s) or the Purchaser(s) has received the proceeds from any insurance.

16. Should the Purchaser(s) die prior to the House becoming the sole property of the Purchaser(s) pursuant to section 4, provided that:

- (a) the Purchaser(s) is not in breach of this Agreement as at the date of the Purchaser(s) death (the "Date of Death"); or
- (b) the Purchaser(s) is in breach of this Agreement as at the Date of Death but the breach has been rectified by the executor or administrator of the estate of the purchaser within one month of the Date of Death or such longer period as the Council of the 'Namgis First Nation may, in their sole and absolute discretion, agree to; or
- (c) the Purchaser(s) is in breach of this Agreement as at the Date of Death and the Council of the 'Namgis First Nation decide, in their sole and absolute discretion, to waive the breach

the executor or administrator of the estate of the Purchaser(s) may, notwithstanding subsection 15(a), assign this Agreement to another member of the 'Namgis First Nation (the "Assignee") subject to:

- (a) the Assignee executing a written assignment agreement whereby the Assignee agrees to be bound by all of the terms and conditions of this Agreement and comply with all of the obligations of the Purchaser(s) hereunder;
- (b) the Assignee agreeing to comply with all applicable laws relating to the House; and
- (c) the Assignee being considered by the Council of the 'Namgis First Nation, acting reasonably, to be a person of good character and capable of fulfilling the obligations of the Purchaser(s) pursuant to this Agreement.

NOTICES

17. Any notice to be given pursuant to this Agreement shall be given in writing and shall be sufficiently given if mailed prepaid by regular mail to the respective addresses hereinafter set forth or delivered personally to a member of the 'Namgis First Nation or the Purchaser(s) and if given by regular mail shall be deemed to be received on the third day after the date of mailing Notices shall be given at the following addresses unless written notice of change in address is given:

(a) to: 'Namgis First Nation
P.O. Box 210
Alert Bay, B.C.
V0N 1A0
Attention: Housing Committee

(b) to: Name: Verna Darlene Ambers
Address: #10 Gatu Street
Lot #: 10 P.O. Box: 297
Alert Bay, British Columbia
Postal Code: V0N 1A0
Indian Reserve #: 1
Status Number: 6310132701

MISCELLANEOUS

- 18. Headings appearing in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limit or amplify the provisions thereof.
- 19. Time is of the essence of this Agreement in respect of all promises, covenants and agreements to be observed, performed or fulfilled and any extension of time hereunder by the 'Namgis First Nation shall not be deemed to be a waiver on the part of the 'Namgis First Nation that time is to be of the essence.
- 20. . If any one or more provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 21. Whenever the singular is used in the Agreement the same shall be construed as meaning the plural. Where the context requires, and in the case of more than one Purchaser, their respective promises, covenants and arguments shall be deemed to be joint and several.

IN WITNESS WHEREOF the parties have set their hands and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by authorized representative of the)
'Namgis First Nation in the presence of:)

)
)
)

Signature of Witness)

Assistant Administrator

Print Name of Witness)

Address)

Address)

SIGNED, SEALED AND DELIVERED)
by the Purchaser(s) in the presence of:)

)
)
)

Signature of Witness)

Signature of Purchaser

Print Name:_____

Print Name of Witness)

Signature of Purchaser

Address)

Print Name:_____

Address)

Schedule "A"

NOTICE OF DEFAULT

Notice is hereby given by the 'Namgis First Nation to _____ (the "Purchaser(s)") that the Purchaser(s) is in default of his, her or their obligations to the 'Namgis First Nation under the House Purchase Agreement (the "Agreement") dated _____ and that, pursuant to section 15 of the Agreement, if the default shall continue for thirty (30) days after the date of this Notice of Default to the Purchaser(s) must forthwith vacate the premises described as _____ Lot # Alert Bay on Nimpkish I.R.# _____.

Particulars of Default:

This Notice dated and delivered or mailed to the Purchaser(s) on _____, 2 _____.

Signature of Authorized Representative of the
'Namgis First Nation
Print name and title: _____

Appendix C

NOTICE OF DEFAULT of RENTAL TENANCY AGREEMENT

Notice is hereby given by the 'Namgis First Nation to _____ (the "Tenant") that the Tenant is in default of his, her or their obligations to the 'Namgis First Nation under the Rental Tenant Agreement (the "Agreement") dated _____ and that, pursuant to section 7 of the Agreement, if the default shall continue for thirty (30) days after the date of this Notice of Default to the Tenant must forthwith vacate the premises described as Lot # _____ Alert Bay on Nimpkish I.R.# _____.

Particulars of Default:

This Notice dated and delivered or mailed to the Purchaser(s) on _____, 2 _____.

Signature of Authorized Representative of the
'Namgis First Nation
Print name and title: _____

Appendix D

HOUSE PURCHASE AGREEMENT TRANSFER

I/We, _____ (present Purchaser(s)) do hereby transfer all rights, privileges and the outstanding debts owing to the 'Namgis First Nation pursuant to the House Purchase Agreement dated _____ for the following House and Premises:

Lot # _____ 'Namgis Reserve # _____ to _____
(name(s) of new Purchaser(s))

I/We, _____ (present Purchaser(s)) agree that I/we will be responsible for any arrears due at the date of signing this house transfer agreement and will no longer be responsible for any bills incurred pertaining to the aforementioned House and Premises after the signing of this agreement. This document terminates the Housing Agreement dated: _____.

This Agreement is dated the _____ day of _____, 2_____.

SIGNED, SEALED AND DELIVERED)
 by the existing Purchaser(s) in the)
 presence of:)
 _____)
 Signature of Purchaser)
 _____)
 Signature of Witness)
 _____)
 Print Name: _____)
 _____)
 Print Name of Witness)
 _____)
 Signature of Purchaser)
 _____)
 Address)
 _____)
 Print Name: _____)

I/We, _____ (name of new Purchaser(s)) do hereby accept full responsibility of all rights, privileges pertaining to the house on Lot # _____, 'Namgis Reserve # _____, Alert Bay, BC and agree to enter into a new House Purchase Agreement with the 'Namgis First Nation.

SIGNED, SEALED AND DELIVERED)
 by the new Purchaser(s) in the presence of:)
 _____)
 Signature of Purchaser)
 _____)
 Signature of Witness)
 _____)
 Print Name: _____)
 _____)
 Print Name of Witness)
 _____)
 Signature of Purchaser)
 _____)
 Address)
 _____)
 Print Name: _____)

Appendix E

Sample House Transfer Letter

October 21, 2008

Verna Darlene Ambers
10 Gatu Street
PO Box 297
Alert Bay, British Columbia
VON 1A0

Dear Verna Ambers:

RE: # 10 Gatu Street Alert Bay Indian Reserve # 1

On behalf of the 'Namgis First Nation Chief and Council we write this letter to you to recognize the fact that you have paid the Revolving Housing Program your entire loan in the amount of \$10.00 which was used to construct your house on Alert Bay Indian Reserve #1.

The details of the homeowner are the following:

Verna Darlene Ambers
#10 Gatu Street
Lot # 10
PO Box 297
Alert Bay, British Columbia
VON 1A0
Alert Bay Indian Reserve # 1

We would like to thank you for using the Revolving Housing Program for your housing needs and trust our program has met your needs.

Congratulations!

Sincerely yours,

Mr. George Speck
Senior Administrator

c.c. 'Namgis Band Council
'Namgis Housing Committee

Appendix F

Sample Band Council Resolution – House Transfer



Indian and Northern Affairs Canada

Chronological Number:

File Reference:

BAND COUNCIL RESOLUTION

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from the Band Funds.	
THE COUNCIL OF THE: 'Namgis First Nation'	Current Capital Balance: \$ _____
AGENCY:	Committed: \$ _____
PROVINCE: British Columbia	Current Revenue: \$ _____
PLACE: Alert Bay	Committed: \$ _____
Date: Day Month Year	

Do hereby resolve:

That _____ (Home Owner), _____ ('Namgis First Nation Band Number) is the sole owner of the house situated on _____ (lot number).

That _____ (Home Owner) has no outstanding Housing or Major Repair Loans with the 'Namgis First Nation.

A quorum for this Band consists of (6)
--

_____	_____	_____
Councillor	Chief	Councillor
_____	_____	_____
Councillor	Councillor	Councillor
_____	_____	_____
Councillor	Councillor	Councillor

FOR DEPARTMENT USE ONLY				
1. BAND FUND CODE	2. COMPUTER BALANCES	3. EXPENDITURES \$	4. AUTHORITY	5. SOURCE OF FUNDS <input type="checkbox"/> CAPITAL <input type="checkbox"/> REVENUE
	A. CAPITAL	B. REVENUE		
6. RECOMMENDED:		7. APPROVED:		
_____	_____	_____	_____	
DATE	RECOMMENDING OFFICER	DATE	APPROVING OFFICER	

Appendix G

NAMGIS RENTAL UNIT APPLICATION			
APPLICANT INFORMATION			
Name:			
Date of birth:		Status Number:	Phone:
Current address:			
City:		Prov:	Postal Code:
First Rental? Yes No	Own Rent <i>(Please circle)</i>	Monthly payment:	How long?
EMPLOYMENT INFORMATION			
Current employer:			
Employer address:			How long?
Phone:		E-mail:	Fax:
City:		Prov:	Postal Code:
Position:		Hourly Salary:	Annual income:
EMERGENCY CONTACT			
Name of a relative not residing with you:			
Address:			Phone:
City:		Prov:	Postal Code:
Relationship:			
SPOUSE INFORMATION			
Name:			
Date of birth:		Status Number:	Phone:
SPOUSE EMPLOYMENT INFORMATION			
Current employer:			
Employer address:			How long?
Phone:		E-mail:	Fax:
City:		Prov:	Postal Code:
Position:		Hourly Salary:	Annual income:
DEPENDANTS/CHILDREN/OTHERS WHO WILL RESIDE IN THE RESIDENCE			
Names		Date of Birth:	Sex:
RENTAL REFERENCES			
Name		Phone:	Name
Name		Phone:	Name
SIGNATURES			
I authorize the verification of the information provided on this form as to my credit and employment. I have received a copy of this application.			
Signature of applicant:			Date:
Signature of spouse:			Date:

Appendix H

RENTAL TENANCY AGREEMENT Non-Social Housing Unit

Agreement made as of the _____ day of _____, 2_____.

BETWEEN:

The 'NAMGIS FIRST NATION, as represented by its duly elected Council, of Alert Bay, in the Province of British Columbia

(the "Owner/Landlord")

AND

Tenant _____

Band Number _____

Mailing Address _____

(the "Tenant")

Whereas:

- A. The Owner/Landlord has lawful possession of the Premises hereinafter described.
- B. The Owner/Landlord has agreed that the Tenant may occupy the Premises on the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein, the parties hereto hereby covenant and agree as follows:

1. **Premises:** The Owner/Landlord allows the Tenant for use and occupation as a residential dwelling all those certain Premises more particularly known and described as:

Lot# _____
Alert Bay, I.R. # _____

2. **Change of Premises:** If it is determined by the Owner/Landlord that the size of the family unit residing in the Premises has changed, the Owner/Landlord may provide the Tenant with alternate premises to accommodate the current family size of the Tenant.
3. **Non-Social House:** This house on this Premise is not a house that has been financed with a CMHC mortgage and is therefore not a social housing unit.

4. **Term:** This term of this agreement shall commence on the _____ day of _____, 2_____, and continue thereafter from month to month.
5. **Termination:** The tenant shall have the right to terminate this Agreement upon one month's written notice given to the Owner/Landlord.
6. **Damage Deposit:** A damage deposit in the amount of \$250 ("Damage Deposit") shall be paid to 'Nāmgis First Nation prior to occupancy. The Damage Deposit, or any portion thereof, may be used by the Landlord to pay for the repair of any damage or clean up costs of the Premises upon the Tenant vacating the Premises ("Cost of Repairs"). The Tenant agrees to pay for any and all Cost of Repairs that exceed the amount of the Damage Deposit.
7. **Rent:** The Tenant shall pay rent in the amount of \$_____ per month, payable to the 'Nāmgis First Nation on the first day of each month for the duration of this agreement (the Rent").
8. **Tenant's Covenants:** The Tenant covenants to:
- a) pay the Rent in a timely manner;
 - b) keep the Premises in good repair; damage by fire, tempest or act of God excepted;
 - c) not assign or sub-let the Premises;
 - d) indemnify and save the Owner/Landlord harmless for all liabilities, fines, suits, and claims of any kind for which the Owner/Landlord may be liable or suffer by reason of the Tenant's occupancy of the Premises;
 - e) not do or omit to do something that may render void or voidable any policy of insurance on the Premises;
 - f) permit reasonable inspection by the Owner/Landlord and to permit an immediate inspection, within twenty-four (24) hours, if the Owner/Landlord has received a complaint;
 - g) abide by the rules, regulations made by the Owner/Landlord.
9. **Contents Insurance:** The Tenant shall purchase their own contents insurance..
10. **Owner/Landlord Covenants:** The Owner/Landlord covenants to:
- a) insure the Premises against damages caused by fire; and
 - b) grants the Tenant quiet enjoyment of the Premises.
11. **Event of Default:** An Event of Default of this Agreement shall occur:
- a) when the Tenant fails to pay Rent due hereunder within thirty (30) days after the date upon which it was due, or
 - b) fails to perform or observe any of the Tenant's covenants, or does anything contrary to the terms of this agreement; or
 - c) without limiting the foregoing, if the Tenant permits any illegal activity to take place on the Premises.

12. Termination of Agreement: The Owner/Landlord may declare the tenancy and this Agreement at an end upon an Event of Default and the Tenant's rights hereunder shall absolutely cease. The Tenant must evacuate the Premises with ten (10) days of receipt of the Notice of Termination from the Owner/Landlord.

IN WITNESS WHEREOF the parties have set their hands and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

by authorized representative of the)

'Namgis First Nation in the presence of:)

)

)

_____))

Signature of Witness)

)

)

_____))

Print Name of Witness)

)

_____))

Address)

)

_____))

Address)

)

SIGNED, SEALED AND DELIVERED)

by the Tenant(s) in the presence of:)

)

)

_____))

Signature of Witness)

)

)

_____))

Print Name of Witness)

)

_____))

Address)

)

_____))

Address)

)

_____))

Assistant Administrator

_____))

Signature of Tenant

Print Name:_____)

_____))

Signature of Tenant

Print Name:_____)

Appendix I

RENTAL TENANCY AGREEMENT Social Housing Unit

Agreement made as of the _____ day of _____, 20_____.

Between:

The 'NAMGIS FIRST NATION, as represented by its duly elected
Council, of Alert Bay, in the Province of British Columbia

(the "Owner/Landlord")

And:

Tenant _____
Band Number _____
Mailing Address _____

(the "Tenant")

Whereas:

- A. The Owner/Landlord has lawful possession of the Premises hereinafter described.
- B. The Owner/Landlord has agreed that the Tenant may occupy the premises on the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein, the parties hereto hereby covenant and agree as follows:

1. **Premises:** The Owner/Landlord allows the Tenant for use and occupation as a residential dwelling all those certain premises more particularly known and described as:

Lot# _____
Alert Bay, I.R. # _____

(collectively the "Premises")

2. **Change of Premises:** If it is determined by the Owner/Landlord that the size of the family unit residing in the Premises has changed, the Owner/Landlord may provide the Tenant with alternate premises to accommodate the current family size of the Tenant.

3. **Social House:** This house on this Premise is a house that has been financed with a CMHC mortgage and is therefore a social housing unit.
4. **Term:** This term of this agreement shall commence on the _____ day of _____, 2____, and continue thereafter from month to month.
5. **Termination:** The tenant shall have the right to terminate this Agreement upon one month's written notice given to the Owner/Landlord.
6. **Damage Deposit:** A Damage Deposit in the amount of \$250 shall be paid to 'Namgis First Nation prior to occupancy. The Damage Deposit, or any portion thereof, may be used by the Landlord to pay for the repair of any damage or clean up costs of the Premises upon the Tenant vacating the Premises ("Cost of Repairs"). The Tenant agrees to pay for any and all Cost of Repairs that exceed the amount of the Damage Deposit.
7. **Rent:** The Tenant shall pay rent in the amount of \$_____ per month, payable to the 'Namgis First Nation on the first day of each month for the duration of this agreement (the Rent").
8. **Tenant's Covenants:** The Tenant covenants to:
 - a) pay the Rent in a timely manner;
 - b) keep the Premises in good repair; damage by fire, tempest or act of God excepted;
 - c) not assign or sub-let the Premises;
 - d) indemnify and save the Owner/Landlord harmless for all liabilities, fines, suits, and claims of any kind for which the Owner/Landlord may be liable or suffer by reason of the Tenant's occupancy of the Premises;
 - e) not do or omit to do something that may render void or voidable any policy of insurance on the Premises;
 - f) not build any new structure or make any alterations to the existing Premises without the written consent of the Owner/Landlord;
 - h) permit reasonable inspection by the Owner/Landlord and to permit an immediate inspection, within twenty-four (24) hours, if the Owner/Landlord has received a complaint; and
 - g) abide by the rules, regulations made by the Owner/Landlord.
9. **Contents Insurance:** The Tenant shall purchase their own contents insurance.
10. **Owner/Landlord Covenants:** The Owner/Landlord covenants to:
 - a) insure the Premises against damages caused by fire; and
 - b) grants the Tenant quiet enjoyment of the Premises.
11. **Event of Default:** An Event of Default of this Agreement shall occur:
 - a) when the Tenant fails to pay Rent due hereunder within thirty (30) days after the date upon which it was due, or

- b) fails to perform or observe any of the Tenant's covenants, or does anything contrary to the terms of this agreement; or
- c) without limiting the foregoing, if the Tenant permits any illegal activity to take place on the Premises.

12. **Termination of Agreement:** The Owner/Landlord may declare the tenancy and this Agreement at an end upon an Event of Default and the Tenant's rights hereunder shall absolutely cease. The Tenant must evacuate the Premises with ten (10) days of receipt of the Notice of Termination from the Owner/Landlord.

IN WITNESS WHEREOF the parties have set their hands and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

by authorized representative of the)

'Namgis First Nation in the presence of:)

)

)

_____)

Signature of Witness)

)

)

_____)

Print Name of Witness)

)

_____)

Address)

)

_____)

Address)

)

)

)

SIGNED, SEALED AND DELIVERED)

by the Tenant(s) in the presence of:)

)

)

_____)

Signature of Witness)

)

)

_____)

Print Name of Witness)

)

_____)

Address)

)

_____)

Address)

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_____)

Assistant Administrator)

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_____)

Signature of Tenant)

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Print Name: _____)

)

_____)

Signature of Tenant)

)

Print Name: _____)

)

)

)

Appendix J

Inspection of Rental Unit _____

Yalis Duplex Triplex MOT Elders CMHC Band Building (Please Circle)

	POOR	FAIR	GOOD	Comments
ENTRANCE DOOR				
ENTRANCE CARPETS/TILE				
LAUNDRY ROOM WALLS				
LAUNDRY ROOM FLOOR				
LAUNDRY ROOM DRAPES				
HOT WATER TANK				
KITCHEN WALLS				
KITCHEN CUPBOARDS				
FRIDGE AND STOVE				
FLOOR				
LIVINGROOM WALLS				
CARPETS/TILE				
DRAPES/BLINDS				
STORAGE AREA UNDER STAIRS/CARPET				
WALLS				
BI-FOLDS				
HALLWAY				
STAIRS - CARPETS				
WALLS				
BEDROOM #1				
CARPETS/TILE				
WALLS				
DRAPES/BLINDS				
BI-FOLDS				
DOOR				
BEDROOM #2				
CARPETS/TILE				
WALLS				
DRAPES/BLINDS				
BI-FOLDS				
DOOR				
BEDROOM #3				
CARPETS/TILE				
WALLS				

DRAPES/BLINDS				
BI-FOLDS				
DOOR				
BATHROOM				
FLOOR				
CABINETS				
TUB & TOILET				
BI-FOLDS				
MAIN DOOR				

General Comments:

Date: _____ Tenant: _____

Namgis First Nation Council: _____

Housing Committee Member: _____

Appendix K

SUBLEASE AGREEMENT

Agreement made as of the _____ day of _____, 20_____.

BETWEEN:

PURCHASER/LANDLORD _____
BAND NUMBER _____

(“Landlord”)

AND:

TENANT _____
BAND NUMBER _____
MAILING ADDRESS _____

(the “Tenant”)

AND: The 'NAMGIS FIRST NATION, as represented by its duly elected Council,
of Alert Bay, in the Province of British Columbia

(the “Owner”)

WHEREAS:

- A. The Landlord is the Purchaser of the Premises pursuant to a House Purchase Agreement and has lawful possession of the Premises hereinafter described.
- B. The Landlord has agreed that the Tenant may occupy the Premises.
- C. The ‘Namgis First Nation Council has consented to this Sublease.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein, the parties hereto hereby covenant and agree as follows:

1. PREMISES: This Premise is not a social housing unit. The Landlord agrees to sublet to the Tenant for use and occupation as a residential dwelling all those certain Premises more particularly known and described as:

LOT# _____
ALERT BAY I.R. # _____

2. DURATION: This agreement shall commence on the _____ day of _____, 2_____, and continue thereafter from month to month.

3. TERMINATION: The Tenant shall have the right to terminate this Agreement upon one (1) month's written notice given to the Landlord.

4. RENT: The Tenant shall pay the sum of \$_____ per month, plus the following monthly expenses:

*WATER AND SEWER	\$ 6.67
*GARBAGE	\$12.50
*HOUSE INSURANCE	\$_____

TOTAL \$_____ PER MONTH.

(the "Rent")

ALL PAYABLE TO _____ ON THE FIRST DAY OF EACH AND EVERY MONTH FOR THE DURATION OF THIS SUBLEASE.

* These costs are subject to change by 'Namgis First Nation.

5. TENANT'S COVENANTS: The Tenant covenants:

- a) To pay Rent;
- b) To keep the Premises in good repair; damage by fire, tempest or act of God excepted;
- c) To pay heating, telephone, television and hydro charges;
- d) The Tenant shall not assign or sub-let the Premises without permission in writing from the Owner and Landlord;
- e) The Tenant will indemnify and save the Owner and Landlord harmless for all liabilities, fines, suits, and claims of any kind for which the Owner or Landlord may be liable or suffer by reason of the Tenant's occupancy of the Premises;
- f) To not build any new structure or make any alterations to the existing Premises without the written consent of the Owner/Landlord;
- f) The Tenant will not do or omit to do something that may render void or voidable any policy of insurance on the premises;
- g) The Tenant will abide by the rules, regulations and made by the Owner and Landlord; and
- h) The Tenant will take good care of the Premises and keep the Premises in a clean condition.

6. LANDLORD COVENANTS: The Landlord covenants to:

- a) The Owner and/or Landlord will insure the Premises against damages caused by fire.
- b) The Owner and Landlord grant the Tenant quiet enjoyment of the Premises.

7. EVENT OF DEFAULT: An Event of Default will occur:

- a) If the Tenant fails to pay Rent due hereunder within thirty (30) days after the date upon which it is due, or

- b) Fails to perform or observe any of his covenants, or does anything contrary to the terms of this agreement, the Owner or Landlord may declare the tenancy ended, and there upon the tenancy and the Tenant’s rights hereunder shall absolutely cease, without re-entry or any other act or legal proceedings, and the Owner and/or Landlord or its agent may re-enter the Premises or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.

IN WITNESS WHEREOF the parties have set their hands and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
 by authorized representative of the)
 'Namgis First Nation/Owner)
 in the presence of:)

 Signature of Witness)

 Print Name of Witness)

 Address)

 Address)

 Assistant Administrator)

SIGNED, SEALED AND DELIVERED)
 by the Landlord in the presence of:)

 Signature of Witness)

 Print Name of Witness)

 Address)

 Address)

 Signature of Landlord)

Print Name: _____)

SIGNED, SEALED AND DELIVERED)
by the Tenant(s) in the presence of:)

Signature of Witness)

Print Name of Witness)

Address)

Address)

Signature of Tenant

Print Name: _____

Signature of Tenant

Print Name: _____

Appendix L

Part – A

**EXTERIOR WORK
and
ELECTRICAL WORK**

**REQUIREMENT FOR WORK
SPECIFICATIONS**

SCOPE OF WORK

INFORMATION BID SHEET FORM

SPECIFICATIONS

SCOPE OF REQUIRED WORK

The following information forms part of the attached information bid sheet and contract.

1. All required work listed shall comply to the regulations set out in the following codes of current year:
 - a. BC Building Code
 - b. BC Plumbing Code
 - c. Canadian and BC Electrical Code
 - d. Handicapped Code
 - e. BC Fire Code
2. For the installation of fire protection equipment, smoke, and heat detectors, refer to the current BC Building Code.
3. The contractor is to submit along with bid estimate, a date/time when construction will start and a date when project will be completed for occupancy.
4. The 'Namgis First Nation will deduct a ten percent (**10%**) hold back based on total contract cost for a total of sixty (**60**) days from time of completion of final inspection. If the required deficiencies are not completed within this time period, the 'Namgis First Nation will have the right to hire a person or persons to complete the deficiencies and if any monies left over from the holdback it will be paid to the original contractor.
5. The maximum completion time is NOT to exceed a total of four (4) months.
6. The contractor is required to provide all necessary tools and equipment to complete the contract.
7. This information bid sheet consists of three parts
 - Part A – Exterior Work and Electrical Work
 - Part B – Interior Work
 - Part C – Handicapped
8. The contractor must complete the progress payment form and submit it to the Capital Assets and Housing Administrator before monies can be paid out.
9. The contractor shall provide a one-year guarantee on all work performed and completed.

10. The contractor shall disallow the occupancy of the house until a final inspection is completed and any and all deficiencies are corrected.
11. No extra work is to be carried out unless it has been approved in writing by the 'Namgis First Nation.

Part A

- Roof, replace roof and repair
- Eavestroughing and Gutters
- Siding, Windows Glass Sliding door
- Crawl Spaces
- Handrails and Guardrails
- Landings and Ramps
- Electrical, Fixtures, Heaters
- Smoke Alarms
- Doors and Hardware
- Canopies, Porches and Decks

Part B

- Kitchens, Cabinets
- Bathrooms, Fan, Handicapped equipment
- Bedrooms, Closets
- Floor coverings, bathroom, kitchen, bedrooms, and living and dining room, stairs.
- Baseboard
- Door casings
- By-fold doors closets
- Main doors for closets
- Plumbing
- Sub-floor sheathing
- Gypsum board, finishing
- Painting walls and ceilings
- Electrical, Fixtures, Heaters

Part C

- Handicapped Requirement

FOR CONTRACTORS ONLY

Date: _____

DWELLING OF WORK ADDRESS: _____

THIS BID ESTIMATE PROVIDED BY: _____

CONTRACTOR/COMPANY: _____

PHONE NUMBER: _____

BILLING/MAILING ADDRESS:

BID COST INCLUDES: LABOUR, MATERIAL AND TAX.

TOTAL COST OF ATTACHED WORK: \$_____

All proposed work to be carried out in compliance with the National Building Code of Canada, the BC Building Code, the Canadian Electrical Code and the BC Electrical Code.

All work shall conform to good workmanship as set out in the BC Construction Industry Standards and Guidelines prepared by the BC Construction Association.

- ❖ All 'new' construction material MUST be left on the construction site and piled in a neat orderly fashion AND the construction site will be left in a clean and safe condition at all times. All "construction waste" material is to be take to a Municipal approved dumpsite.

CONTRACTOR'S NAME: _____

**INFORMATION ESTIMATE SHEET
SCOPE OF WORK/SPECIFICATIONS**

Item	Job/Specifications Description
1	<p>Replacement of roof shingles The contractor is to remove all the existing shingles, clean up site area, nails, shingles and all other material, and take to Alert Bay Dumpsite or the 7-mile dumpsite in Port McNeill.</p> <p>a) Check total roof area for any deteriorated roof sheathing, and remove and replace any deteriorated roof sheathing;</p> <p>b) Supply and install three (3) ridge vents to each side of the ridge, these vents are to be located 1' 0" down from ridge, holes cut for vents to be of sufficient size to maintain 1 sq. ft of venting, and vent covers to match roof colour;</p> <p>c) Supply and install new barge boards and fascia boards where they show signs of deterioration; and new barge and fascia to be painted with an exterior paint to match colour of the existing trim.</p> <p>d) Supply and install a drip edge up gable ends;</p> <p>e) Install a strip of asphalt paper having a minimum width of 3'-0" along the front and back of roof, then install drip edge.</p> <p>f) Supply and install a #15 asphalt felt paper over the total roof area, install eave protection a minimum of 3'0" wide, then install drip edge.</p> <p>g) Supply and install new Harmony Rampart 30-year Harmony shingles starting with a starting strip, first course to protect a maximum of 3/8" over eave and rake edges of roof.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
2	<p>Repairing Existing Roof To supply and install all necessary materials as required to make repairs, to fix the roof leak such as: caulking exterior, non-hardening type, roof tar, roof sheathing, shingles (colour to match existing shingles or close to exiting colour) and any other material to complete repairs.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total Cost: \$ _____</p>
3	<p>Gable and Vents Supply and install two gable end vents located approximately 1'0" to 2'0" measured from under side of roof peak, install vent at each gable end. Vent hole to be of sufficient size to maintain 2 sq. ft. of venting.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Materials: \$ _____ Total Cost: \$ _____</p>
4	<p>Eavestroughing and Downspouts and Extensions Supply and install new continuous Eavestroughing around dwelling and new downspouts, properly anchored to dwelling exterior wall and provide a 24" extension at bottom of downspout, pointing away from foundation wall of dwelling, pre-finish to match existing trim. Eavestroughing to extend 1" beyond barge board edges.</p> <p style="text-align: right;">Estimate Cost - Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

5	<p>Downspouts and Extensions Supply and install new pre-finish downspouts, to match existing eavestroughs and locations and install new 24” extensions to bottom or downspouts pointing away from foundation wall of dwelling.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
6	<p>Repair of Existing Wood Siding Supply and install siding to match existing siding c/w building paper, flashing, trim, caulking, and painting as required to repair siding. Remove existing siding and replace any deteriorated sheathing, and framing members the nails used to attached siding to be hot dipped galvanized.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
7	<p>Vinyl Siding Supply and install vinyl siding to the requirements as per manufacturers specifications, this to include caulking, flashing, and trim.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
8	<p>Vinyl Windows MFG – Type – “Allied” Windows – Type Low E – Argon Supply and install new approved vinyl windows c/w frame, casing, screens, and all required new hardware, all wood surfaces to have a weather resistant finish contractor to install allied windows and patio doors. Provide Non-Hardening Caulking around the window flang prior to installing.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
9	<p>Window Replacement – Type – “Allied” Window or Stareline – Type Low E – Argon Remove existing windows and dispose of windows, as per Band’s request. Supply and install new vinyl windows c/w frame. All windows to be triple thermo break, and double glazed, sealed units shall be complete with screens. Hardware, trim and flashing, make all necessary repairs to window frame, and window sill, provide a non-hardening caulking around window flange prior to installing and install head flashing as required.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
10	<p>Crawl Space Supply materials and install 0.15 mm (6 mil) polyethylene ground cover in crawl space in accordance with the following specifications.</p> <ol style="list-style-type: none"> 1.) Polyethylene sheet for use in building construction; 2.) Lap joints minimum of 300 mm (12”); 3.) Weight polyethylene to prevent movement, <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

11	Crawl Space Wall Installation	<p>Provide a minimum R-20 fibre glass insulation on foundation walls between 2 x 4 studs, insulation to be completely covered with 6 mil poly on warm side or ridge insulation to be glued on to concrete walls.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
12	Stairs and Landings	<p>Remove existing stairs and landing and take all material to Alert Bay dump-site, or 7-Mile dump site for disposal. Then using treated lumber, install new wood landing and stairs conforming to the following dimensions: Maximum Rise: 8” Minimum Run: 8 ½” Minimum Tread: 9 ½”; maximum size of landing not to exceed 6’ x 10’ in size. All cut ends of treated lumber to be re-sealed.</p> <p style="text-align: right;">Estimated Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
13	Guardrails and Handrails	<p>Supply and install guardrails and handrails on exterior landing and stairs, guardrail around landing shall be a minimum of 40” in height with a vertical member spaced no greater than 4” apart, and shall be designed so that no member or attachment located between 4” and 40” above the balcony floor will facilitate climbing. Construct guard rail with 2 x 4 treated materials or equivalent, all cut ends of treated wood to be re-sealed with an approved sealer. The bottom support rail for balister to be of a min/max height of 2” up from balcony floor. Max. size of Patio Deck – 6” x 10”</p> <p style="text-align: right;">Estimate Cost: \$ _____ Material: \$ _____ Total: \$ _____</p>
14	Guardrails For Patio Decks	<p>Supply and install guardrails around exterior decks, guardrails shall be a minimum of 40” in height with vertical members spaced not more than 4” apart and shall be designed so that no member or attachment located between 4” and 40” above the balcony floor will facilitate climbing, guardrail to be constructed with treated 2 x 4 material, with all cut ends to be re-sealed with an approved sealer. All vertical attached balisters to be kept 2” above the balcony floor. Max size of Patio Deck – 6” x 10”</p> <p style="text-align: right;">Estimate Cost: \$ _____ Material: \$ _____ Total: \$ _____</p>
15	Handrails for Stairs	<p>Supply and install handrails with the following specifications: – Vertical distance measured up from stairs <u>nosing line</u> – Not less than 800 mm (31 ½”); Not more than 965 mm (38”).</p> <p>Required Handrails and Height of Handrail</p> <ol style="list-style-type: none"> 1.) One side of stairs less than 1100mm (44 inches); and 2.) Two side of stairs greater than 1100 mm (44”) in width; and 3.) Handrail NOT required for stairs that have less than 3 risers; and 4.) A clearance of not less than 40 mm (1- 1 ½”) shall be provided between wall and inside of handrail; and

	<p>5.) All required handrails shall be constructed so as to be continually graspable along their entire length with no obstruction on or above or below to break a handhold; and</p> <p>6.) Handrails shall be attached to woodstuds, wood blocking, steel studs, or masonry at points spaced not more than 1.2 m (47 inches); and</p> <p>7.) Install Balusters on exterior stairs & Handrails.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>16</p>	<p>Required Landings/Locations</p> <p>Supply and install using treated lumber stair landings where a door swings in its full arc and;</p> <p>1.) Provide a landing at top and bottom of all stairs within a dwelling unit;</p> <p>2.) A landing is NOT required at top of stairs within a dwelling unit if the door swings away from stairs;</p> <p>3.) A landing is required at the top of all exterior stairs except that a landing may be omitted at a secondary entrance in a building provided the stair “DOES NOT” contain more than 3 risers.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>17</p>	<p>Ramps (Wheelchair)</p> <p>Construct a ramp from the entry door to grade it shall have a maximum gradient of 1:10 but be preferably 1:12. A 6’ x 6’ level area shall be provided at top and bottom of ramp or at any directional change. The ramp shall be a minimum of 42” in width between the guardrails and the ramp surface shall be non-slip the support lumber shall be pressure treated lumber and rest on concrete footing pads or pier columns. The footing pads shall have a compressive strength of 20 M.P.A (3,000 psi) after 28 days and shall rest on firm bearing below frost line for area the guardrails shall be a minimum of 36 ¼” measure from top of decking to under side of wheel stop, and a additional handrail located at a height of 17 ¾” (450 mm) to aid a person in a wheelchair.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>18</p>	<p>Electrical</p> <p>Replace existing electrical switch(es) and/or receptacles with suitable replacement, new switches/plugs to be CSA Certified and all work to comply with the Canadian Electrical Code, all work to be carried out by a certified licensed BC Electrician.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>19</p>	<p>Electrical Panel</p> <p>Supply and install materials to upgrade electrical panel to a 200 amp service so as to accommodate the increased loads from installation of equipment and devices all work to comply to the Canadian electrical code and all work to be carried out by a certified BC Electrician.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

<p>20</p>	<p>Light Fixtures Replace existing light fixtures with suitable replacement new fixtures shall be CSA Certified. All work to be carried out by a certified electrician.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>21</p>	<p>Exterior Lighting Supply and install an exterior lighting system to assist with visibility at night. All work to be carried out by a <u>certified electrician</u>.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>22</p>	<p>Smoke Alarm Supply and install a ULC Certified hard wired smoke alarm in accordance with the BC Building Code to be installed on or near the ceiling by bedroom entrances. If there is more than one smoke alarm they shall be interconnected so when one is activated all will be activated. All work to be carried out by a <u>certified electrician</u>.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>23</p>	<p>Battery Powered Emergency Lighting Supply and install two battery powered emergency lighting packs in the following locations, one located in master bedroom that will provide illumination of door, and one to be located at entrance wall to hallway leading to bedrooms, the location of this light will illuminate an egress to a door exit. Emergency Type: Quantum emergency Lighting – Battery powered Lithonia Lighting – Dual Voltage Operation – 6V – Battery – 252575</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>24</p>	<p>Portable Extinguishers Fire extinguishers shall be located in proximity to a fire hazard. The extinguisher is to be located so as to be accessible without exposing the operator to any undue risk. The fire extinguisher is to rate: CAN/ULC-S508-M – Class-A and does not constitute a hazard to health.</p>
<p>25</p>	<p>Heaters Remove existing baseboard heaters and dispose of them to a dumpsite. Supply and install new approved (CSA) Baseboard (electrical) heaters, or CSA approved in wall heaters. All heaters shall be controlled by a wall thermostat. Heaters shall be permanently affixed and wired into unit’s electrical system.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

<p>26</p>	<p>Exterior Doors Supply and install an exterior insulated metal door (complying to CAN/CGSB 82.5-M “insulated steel doors”) all exposed wood to be painted.</p> <p style="text-align: right;">Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>27</p>	<p>Exterior Door and Door Jam Remove existing entrance doors and frame and take to dumpsite. Supply and install new pre-hung metal insulated doors and frames complete with locksets and weather stripping. Door sill to be caulked to prevent entry of water. Doors shall conform to CAN/CGSB 82.5-M “insulated steel doors”, all exposed wood to be painted.</p> <p style="text-align: right;">Estimated Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>28</p>	<p>Door Hardware – “Wiser Locks” Supply and install the following type of hardware for all exterior doors – Weiser locks.</p> <ul style="list-style-type: none"> - Exterior Door – Lever Type – Corsair, 3, Finish Bright Brass - Security Deadbolts - #WPD9471 <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>29</p>	<p>Framing Requirements – For Dead Bolts/and Dead Bolts Supply and install solid blocking on both sides at lock height between door jams and structural framing.</p> <p style="text-align: right;">Estimated Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>30</p>	<p>Door Viewers Exterior Doors Supply and install a door viewer for all exterior doors (to be installed at eye level) or window, door viewer shall be transparent temp glass or a peep hole device. Type – Tay-Mor #37-55846-B.</p> <p style="text-align: right;">Estimated Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>31</p>	<p>Storm (Screen) Door Remove and replace all storm doors. Supply and install new 2 “ prefinished” aluminium storm door c/w all hardware, colour to be white, all material removed to be taken to dump site.</p> <p style="text-align: right;">Estimated Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

<p>32</p>	<p>Patio Doors “Glass Sliding Door” Remove existing glass sliding door, make all necessary repairs to all damage casement 2 x 4 or 2 x 6 wood framing material. Supply and install new glass sliding door, making sure non-hardening caulking has been applied to top, sides, and threshold, and new casing around door.</p> <p style="text-align: right;">Estimated Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>33</p>	<p>Canopies over Exterior Doors and Glass Sliding Door Supply and install using treated wood a canopy over all unprotected exterior doors and patio glass sliding doors so as to protect them from wind driven rain conditions, all treated wood that has been cut, shall have the cut end treated.</p> <p style="text-align: right;">Estimated Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>34</p>	<p>Vestibles – Unheated Storm Porch Supply and install all necessary materials to construct an unheated storm porch, make all necessary repairs and adjustments to the existing framing exterior finish (to match existing), and electrical shall be completed as required, max. size is 6’ x 6’ x 8’</p> <p style="text-align: right;">Estimated Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
<p>35</p>	<p>Sidewalks/Sidewalks for Handicapped persons Supply and install a 36” wide concrete sidewalk, to include in design to accommodate person with disabilities, and non-slip surface.</p> <p style="text-align: right;">Estimated Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

Part – B

INTERIOR

**REQUIREMENTS FOR WORK
SPECIFICATIONS**

SCOPE OF WORK

1	<p>Remove and dispose of old cabinets as per Band request. Supply and install new upper and lower kitchen cabinets complete with new countertop, include a cabinet over stove to accept a hood-fan and ducting to outside, and provide a cabinet over refrigerator and work to include the reinstallation of plumbing and new, Moen or delta washer-less fixtures, see item #3 for Handicapped conditions.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ TOTAL: \$ _____</p>
2	<p>Remove and dispose existing countertop as per Band request. Supply and install a new post-formed countertop, and provide all necessary installation materials, caulking and adequate adjustment to existing cabinets, work to include reinstallation of plumbing fixtures as required.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
3	<p>Renovate area under kitchen sink to accommodate a wheelchair and provide knee space for occupant, work to include opening cabinet space, extending floor covering and installing a protective insulation bottom of sink, drain pipe and hot water line to protect user from burns.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Materials: \$ _____ Total: \$ _____</p>
4	<p>Supply all necessary materials to repair existing kitchen cabinets so as to provide good functional cabinets, this to include all materials so as to repair existing arborite countertop c/w all necessary trim, patching and caulking.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
5	<p>Supply and install materials to replace existing galvanized steel waterlines with type – L – copper or approved polyethylene piping.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
6	<p>Supply and install all required drainage/vent lines to the existing plumbing system, the main stack vent to extending above the roof line – min. of 24”</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
7	<p>Supply and install new interior plumbing fixtures, the installation to include all necessary fittings and seals required to complete connection to water and waste lines. The following fixtures are required: bathtub reno – two piece with shower, water closet, lavatory with taps and kitchen sink with taps, all fixtures to be fully operational at completion – all fixture units to be white in colour, and kitchen sink to be a stainless steel two compartment type and taps to be Moen washer-less type, bathtub valve to be a pressure equalizer type.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

<p>8</p>	<p>Supply and install a blow down pipe from pressure relief valve on the hot water tank to within 6” of floor, all hot water tanks to be place into a approved drain pan, drain from pan to be connected to a drain line, the blow down pipe to be same size as pressure relief valve, - ½” or ¾”, this line to be a copper or approved plastic pointed down toward floor and install a hot water tank that has an atmospheric vacuum valve on the cold water line feed.</p> <p style="text-align: right;"> Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>
<p>9</p>	<p>Remove the existing bathtub, and valves and when done – remove all insulation on exterior wall along with the vapour barriers, and then remove and replace any rotting or deteriorating material – this to include the sub-flooring; all material to be taken to the Municipality dump site. Then replace insulation, vapour barrier, and provide an impervious finish to floor under bathtub, then install a new 2 piece reno. Bathtub with shower, and new valve system – valve type – Moen washer-less, pressure equalizer type where tub meets floor – caulk this area.</p> <p style="text-align: right;"> Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>
<p>10</p>	<p>Remove the existing water closet and take to the Municipality dump site, make all necessary repairs to sub-floor under water closet, and if necessary cut all damaged or deteriorate plywood and floor covering, replace all material required for to make ready to replace water closet. Supply and install a new water closet, installation to include required seal, caulking around base of water closet, and seat colour – white.</p> <p style="text-align: right;"> Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>
<p>11</p>	<p>Remove existing bathroom lavatory, and make all necessary repairs to vanity and wall if necessary. Supply and install a new bathroom basin complete with Moen washer-less taps; include all necessary fittings, connections to supply and water lines and restoration of existing vanity top.</p> <p style="text-align: right;"> Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>
<p>12</p>	<p>Remove existing ceiling exhaust fan, make any necessary repairs to ceiling, and install any necessary backing required to hold new fan. Supply and install a 90 C.F.M. bathroom exhaust fan c/w an insulated exhaust duct. Fan to be located in bathroom ceiling, fan and ductwork to be vented directly to the exterior through the roof. Electrical service to fan shall be on a separate which from bathroom light. Fan to be 1.5 Sones for noise level.</p> <p style="text-align: right;"> Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>
<p>13</p>	<p>Supply and install a lever type set of Moen washer-less taps, installation to include all required fittings to make taps fully functional at completion. Old taps that have been removed and left at site are to be taken to Municipality dump site. Level type fixtures to be Moen Chrome.</p> <p style="text-align: right;"> Estimate Costs – Labour: \$ _____ Material: \$ _____ </p>

Total: \$ _____

14	<p>Remove existing kitchen sink and old taps and take to Municipality dump site, then make all necessary repairs to exterior wall, and shelf under sink, if there are any signs or evidence of water damage or deterioration to any material surrounding area where sink is located including countertop – make necessary repairs.</p> <p style="text-align: right;">Estimate costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
15	<p>Remove and renovate the bathroom to include a 2-piece renovator Bathtub, water closet, and lavatory and vanity colour of fixtures to be valley white, remove the wall and ceiling finish, remove ceiling fan and old venting tube, make any necessary repairs to exterior wall, and replace any material that shows signs of deterioration around window if present. Remove existing sheet vinyl floor covering and make any necessary repairs to the sub-floor. Then remove all material including all fixtures, to Municipality dumpsite. Supply and install new 3/8” pro board underlay over sub-floor, then install new linoleum or vinyl floor tile, this to go under vanity and bathtub. Then provide a protection to new floor covering, install a new C.F.M. 90 ceiling fan, and using a insulated vent, vent to outside, then re-insulate exterior wall, and vapour barrier, V.B. and insulation to return 16” where walls meet, then using aqua board – install gypsum board, walls, ceiling, all joints, to be taped, filled sanded, including screws or nail indents, new surface to be primed and painted using special paint for the Kitchen and Bathroom latex paint – paint walls and ceiling. Install new fixtures and vanity and any required grab bars, make bathroom and new fixtures fully operational at completion, and seal new floor tile – make ready for waxing. Install new painted baseboard and caulk along this where it meet the floor.</p> <p style="text-align: right;">Estimate costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
16	<p>Provide all materials to repair existing gypsum wall board filling, taping, and sanding to conform to good industry practice, new surface to be primed, and painted – walls in kitchen and bathrooms to be using special kitchen and bathroom gloss latex paint, the ceilings, bedrooms, hallways, dining room and front room to be painted with Semi-gloss Latex paint – including ceiling.</p> <p style="text-align: right;">Estimate costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
17	<p>Supply and install materials to apply a textured ceiling – finish and paint.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
18	<p>All existing floor covering to be removed and material to be taken to Municipal dumpsite. Then using 3/8” pro board underlay over sub-floor, remove baseboard then in bedrooms, hallways, kitchens, install new linoleum or vinyl tile and in living room, dining room, and hallways, install tile or glueless laminated flooring when completed install new painted baseboards.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

19	<p>Supply materials and paint the interior wall surface with a primer coat, and 2 coats of semi-gloss latex paint, and kitchen and bathroom to be painted with a gloss latex paint, this to include the ceilings. All surfaces to be sanded and cleaned and all damaged areas shall be suitably repaired prior to painting. All paint to be mould resistant.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
20	<p>Supply and install wall or floor mounted door-stops or wall mounted stops</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
21	<p>Supply and install new interior door passage sets. Privacy set required for bathroom, ensure door-latch fits into striker plate tight – No locks for bedroom doors.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
22	<p>Remove existing door and save. Remove jambs and take to Municipal dumpsite. Supply and install new jamb set, set nails, fill holes, sand and paint to match existing finish.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
23	<p>Remove existing door and jamb. Take to Municipal dumpsite. Supply and install interior door jamb(s), stops, door and casing(s) where they are missing or broken including new trim on both sides of the door, install a new passage set and a new privacy set for bathroom and paint new trim.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
24	<p>Supply and install interior pre-finished, pre-hung passage doors c/w all new hardware, casings and stops.</p> <p style="text-align: right;">Estimate costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
25	<p>Supply and install pre-finished bi-fold closet doors and required hardware. Make proper adjustments to ensure a balanced swing and minimum operational force, ensure that door hardware operates and fits properly.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>
26	<p>Supply and install all materials to make all necessary repairs to existing bedroom(s), including new flooring, closet doors, door casings and baseboards and closet doors – repairing damaged gypsum board and painting.</p> <p style="text-align: right;">Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____</p>

<p>27</p>	<p>Supply and install additional insulation in the attic area, to a minimum R-20 and install soffit shoots to maintain the venting and provide weather-stripping around the attic hatch, replace any water damaged insulation.</p> <p style="text-align: right;"> Estimate costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>
<p>28</p>	<p>Remove all wall paneling from all bedrooms, front rooms, etc. Also remove all ceiling tile, baseboard heaters, light fixtures in ceiling, doors and jams, closet doors, kitchen cabinets (upper and lower), bathroom fixtures, and vanity, ceiling fan. Then take all this material to the municipal dumpsite. When completed check total interior for any deterioration due to a water problem, also remove any carpet take to Municipal dumpsite. Check remaining insulation and vapour barrier on exterior walls and ceiling area for water damage. Have electrical checked for upgrading to a 200-Amp service if one is not present. This will include plugs, switches, and ceiling boxes. Check plumbing for venting and drainage.</p> <p>Supply and install material that is required to make the dwelling ready for occupancy. All walls and veiling to be sheeted with ½” gypsum board, fill and tap all joints and indents. Sand and make ready for painting – kitchen/bathroom, gloss, mould resistant paint.</p> <p>Install a new 90 C.F.M. bathroom, with new insulated vent, sheet sub-floor with 3/8” pro-board, make ready for new floor covering linoleum or vinyl floor tile, or glueless laminate, and new baseboard for further information as to scope of work to be performed and other requirements for upgrading dwelling to meet building and health codes, and fire safety to life. Fan type: 1.5 sones for noise level.</p> <p>For information such as cabinets, bathroom and electrical, etc. – See Part C.</p> <p style="text-align: right;"> Estimate Costs – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>
<p>29</p>	<p>Electrical</p> <p>Replace existing electrical switch(es) and/or receptacles with suitable replacement, new switches/plugs to be CSA Certified and all work to comply with the Canadian Electrical Code, all work to be carried out by a certified licensed BC Electrician.</p> <p style="text-align: right;"> Estimate Cost – Labour: \$ _____ Material: \$ _____ Total: \$ _____ </p>

Appendix M

Major Repair/Renovations Contract

This Agreement is made as of the _____ day of _____, 2_____

Between:

‘Namgis First Nation

And:

Name

Address
(the “Contractor”)

For work to be completed at:

Homeowner

Address

-
1. The ‘Namgis First Nation does hereby accept your bid for the renovation work at the above-noted address in the amount of:

Materials: \$ _____
Labour: \$ _____
Total Cost: \$ _____

2. The bid is attached as Schedule “A” and forms part of this Agreement.
3. The ‘Namgis First Nation will issue a purchase order(s) to cover the material costs. In the event that the material costs exceed the bid amount, it will come out of the labour component of the bid.
4. The Project to start on _____
Completion in _____ weeks
5. **Labour:** Any money paid on the labour component will be deducted 10% for a Holdback.

6. **Progress Payments:** All progress payment requests must be accompanied with an invoice and the progress payment must be signed off by the homeowner or other designated person and the band representative.
7. **Inspections:** As part of our funding agreement with Department of Indian Affairs (“DIA”), we have to have a final inspection done by _____ (Band Designated Inspector). This will take place once all the work is complete. All work must be completed to the satisfaction of the ‘Namgis First Nation and the DIA.
8. **Release of the 10% Holdback:** This will be released sixty (60) days after the final inspection is done. If the required deficiencies are not completed within this time period, the ‘Namgis First Nation will have the right to hire a person to complete the deficiencies and if there are any monies left over, it will be paid to _____ (Contractor).
9. **Responsibility of the Contractor**

The Contractor will:

- a. Order all the Materials and supplies thru the ‘Namgis First Nation Band Office via purchase order issued by _____ (Capital Infrastructure Administrator) or _____ (Capital Projects Administrator)
 - b. Not buy tools or equipment at the expense of the ‘Namgis First Nation.
 - c. Ensure all the work is to National Building Code.
 - d. Work with the Homeowner to minimize disruption.
 - e. Clean up the job site daily.
 - f. Pay all other workers that work for you;
 - g. Any electrical work must be done by a certified electrician;
 - h. Any surplus materials can be returned for a credit or, if requested by Homeowner, left on site for the Homeowner’s use;
 - i. Pay for the use of any and all ‘Namgis First Nation owned equipment;
 - j. Pay the Village of Alert Bay for any Tipping Fees for garbage that you may bring up;
 - k. Submit the invoice on Wednesday for payment on Friday at various stages of completion;
 - l. Upon completion of the project, do a final clean-up; and
 - m. Guarantee all work for one (1) year after completion.
10. **Responsibility of the ‘Namgis First Nation**

The ‘Namgis First Nation will:

- a. Provide the contractor with a project manager _____ (name)
- b. Provide Purchase Orders for materials and supplies;
- c. Pay all the bills for the materials and supplies up to the bid amount;
- d. Pay all the labour costs up to the bid amount;

- e. Provide the contractor with payments upon request; and
- f. Provide an inspector to do the final inspection.

I _____ (contractor) do hereby agree to abide by the terms set out in this Agreement.

Signature of Contractor

Authorized Signatory of 'Namgis
First Nation

Date: _____

Appendix N

Revised November 2010

MAJOR REPAIR LOAN AGREEMENT

BETWEEN:

‘NAMGIS FIRST NATION (the “Band”)

AND:

HOMEOWNER _____

Band Number _____

Mailing Address _____

Physical Address _____

Alert Bay I.R. _____

(“Homeowner” or “Borrower”)

1. **TERM AND LOAN AMOUNT:** I, _____ (Homeowner) do hereby agree and undertake, in consideration of assistance toward the repair of my house, to pay back to the Band, the total sum of \$_____ in monthly installments of \$_____ commencing_____ and continuing thereafter in each and every month until the entire amount shall be paid on_____.

2. **EXTENSION OF TERM:** This agreement may be extended in writing, in the event that the Homeowner is in arrears, and makes monthly payments until the entire amount is paid in full.

3. **REPAYMENT:** I agree to pay back the Major Repair Program Loans in accordance with the following schedule:
 - ▶ \$10,000 and less, amortized over 3 years at \$278/month
 - ▶ \$15,000 and less, amortized over 4 years at \$313/month
 - ▶ \$20,000 and less, amortized over 5 years at \$334/month
 - ▶ \$25,000 and less, amortized over 6 years at \$348/month
 - ▶ \$30,000 and less, amortized over 7 years at \$358/month
 - ▶ \$35,000 and less, amortized over 8 years at \$365/month
 - ▶ \$40,000 and less, amortized over 9 years at \$371/month
 - ▶ \$45,000 and less, amortized over 10 years at \$375/month
 - ▶ \$50,000 and less, amortized over 11 years at \$379/month

The above repayment plan applies to Homeowners who do not have any existing housing loan with the Band. MRP loans to homeowners who have existing loans will be charged one of the above plus their monthly mortgage payment.

For example:

\$290 (Mortgage Payment) + \$313 (\$15,000 MRP Loan) = \$603 monthly payment.

\$290 (Mortgage Payment) + \$379 (\$50,000 MRP Loan) = \$669 monthly payment.

4. **IRREVOCABLE AUTHORITY:** I also hereby authorize the Band to lodge a copy of this agreement with any employer, from whom I may from time to time have monies owing me, for collection purposes and I hereby authorize such employer, to pay to the Band from such monies owing me any amounts outstanding under the terms of this agreement.

5. **HOUSE INSURANCE:** I also agree to maintain house insurance for the duration of this agreement, designating the Band as the mortgagee. The Homeowner will provide the Band a copy of the house insurance each and every year for verification of coverage. If no insurance coverage is put on the house upon thirty (30) days notice, the Homeowner is to pay the full outstanding balance of the MRP loan to the Band.

DATE: _____

BORROWER/HOMEOWNER

WITNESS SIGNATURE

Print Name: _____

'NAMGIS FIRST NATION by its
authorized signatory

Appendix O

‘Namgis Insurance Repayment Agreement

I _____, Band Number: _____ do hereby agree to borrow from and pay back the ‘Namgis First Nation the total amount of \$_____ for the purpose of purchasing Insurance Coverage on my home at _____ Alert Bay I.R. #1 for the Insurance coverage period of _____ to _____.

I agree to pay monthly installments of \$_____ starting on _____ and ending on _____.

Dated: _____

Band Member

‘Namgis First Nation

Appendix P
HOUSE TRANSFER

Pursuant to a Band Council Resolution dated _____ the 'Namgis First Nation resolved that I/we are the sole owner(s) of the following house and premises:

Lot # _____ 'Namgis Reserve # _____ (the "House and Premises")

I/We, _____ (present Owner(s)) do hereby agree to transfer all rights, privileges and ownership of the House and Premises to:

(name(s) of new owner(s))

I/We, _____ (present Owner(s)) agree that I/we no longer have any interest in the aforementioned House and Premises after the signing of this Agreement.

This Agreement is dated the _____ day of _____, 2____.

SIGNED, SEALED AND DELIVERED)	
by the existing Owner(s) in the presence of:)	_____
)	Signature of Owner
_____)	
Signature of Witness)	Print Name: _____
)	
_____)	
Print Name of Witness)	_____
)	Signature of Purchaser
_____)	
Address)	Print Name: _____

I/We, _____ (name of new Owner(s)) do hereby accept full responsibility of all rights, privileges pertaining to the House and Premises.

SIGNED, SEALED AND DELIVERED)	
by the new Owner(s) in the presence of:)	_____
)	Signature of Purchaser
_____)	Print Name: _____
Signature of Witness)	
)	
_____)	
Print Name of Witness)	_____
)	Signature of Purchaser
_____)	
Address)	Print Name: _____