



HOME RENOVATION GRANT (HRG) POLICY, AGREEMENT, AND APPLICATION

Policy, Agreement between the MCFN and Homeowners, Application, and Supporting Documents

Effective Date: 02-28-2023

Owned By: MCFN Chief and Council

Approval:

Billy-Joe Tuccaro, Chief

Reviewed: 02-24-2023

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SUMMARY OF CHANGES

This summary shows:

- All changes from last approved and published document
- The location within the document where the changes have been made

Location of Change	Summary of Change
Entire Document	Creation of document.



Requirements changed in the new revision will be identified with a revision triangle beside it.

SUMMARY OF REVIEWERS

The following people were involved in the review of this Policy:

Name	Position
Chief and Council	Approved by motion at Chief and Council Meeting, Sept 28, 2022.
Yvonne Carothers	Virtual Administrator (Contractor)
Marcel Arcand	Chief Executive Officer
Orlagh O'Kelly	Lawyer (Contractor)
Kelly Piche	Senior Administrative Support Worker, Property Management
Juanita Whitehead	Manager, Property Management
Kerry Antoine	Project Lead
Lisa Mills	Communications Coordinator
Michelle Fong	Lawyer (Contractor)
Christine Simpson	Executive Assistant to the Chief Executive Officer

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1.0 ABOUT THIS POLICY

1.1 SCOPE AND PURPOSE

This policy applies to Mikisew Cree First Nation (MCFN) Property Management staff who assist MCFN members with the administration of the Home Renovation Grant (HRG), and to eligible MCFN members who wish to improve the health, safety, and efficiency of their homes through this policy.

The intent of the HRG is to improve the health and safety of our members' homes. This includes structural deficiencies, shingles, siding, doors, windows, electrical, plumbing and heating upgrades. The program is not intended to address cosmetic upgrades.

MCFN is the administering organization.

1.2 BACKGROUND

The HRG was developed by the Mikisew Cree First Nation (MCFN) to assist members to improve the health, safety, and efficiency of members' homes. The HRG is funded solely by the Mikisew Cree First Nation (not by government grants).

This policy replaces and supersedes all previous Home Renovation Grant policies. It shall come into effect upon acceptance by Chief and Council. All applications received prior to that date shall not be valid.

2.0 GUIDING PRINCIPLES

MCFN believes in ensuring that eligible members have access to funding and programs that invest in its infrastructure and long-term, sustainable economic progress of the Nation.

MCFN strives to provide quality housing at an affordable cost to the members and to encourage responsible home ownership and occupation on the part of the members of MCFN. MCFN's overriding goals are self-sufficiency, and self-determination for the Mikisew Cree First Nation and its members.

3.0 ADMINISTRATION

Mikisew Property Management (MPM) Staff will administer the Home Renovation Grant (HRG).

The HRG is dependent on MCFN's annual budgeting process, which must be completed before applications for each year can be granted. The number of Home Renovation Grants that are set each year is part of this process.



Upon completion of renovation construction, two successful Applicants will be randomly selected for an audit / self-assessment of the entire HRG process, from start to finish. This will ensure the integrity of the HRG process, and will be completed annually by MPM staff. Applicants who are approved for the HRG must agree to provide reasonable access to all records of the renovation and cooperate with MPM staff in the audit/self-assessment process.

4.0 FUNDING

- 4.1 The funds forming the Home Renovation Grants shall come from Mikisew Property Management's (MPM) annual budget allocation from MCFN. The Home Renovation Grants are conditional grants and not a gift or a loan (see Section 7).
- 4.2 The HRG will be set at a maximum \$25,000 CAD per recipient. This amount may, by amendment to this policy, be changed at the sole discretion of the Chief and Council of the MCFN. It is anticipated that ten (10) HRGs will be awarded annually but this number will be subject to the budget of that year.
- 4.3 The 10 annual HRGs will be evenly distributed to two members in each of the following five communities:
- a. Fort Chipewyan
 - b. Fort Smith
 - c. High Level
 - d. Edmonton and Other Locations
 - e. Fort McMurray
- 4.4 The HRGs shall be distributed on a "first come, first served" basis, as completed applications are received and approved, providing all eligibility criteria are met. The HRGs shall be distributed as below:
- 4.4.1 50% of the HRG will be paid by MPM directly to the contractor renovating the house that the HRG relates to, at the start of the project. This amount will be paid on behalf of the Applicant and will be based on the contractor's quote, including all materials and labour.
- And
- 4.4.2 The remaining 50% of the HRG will be paid directly to the contractor renovating the house that the HRG relates to, upon completion of the project. This amount will be paid on behalf of the Applicant and will be based on the contractor's quote, including all materials and labour.
- 4.5 For clarity, the MPM will not hold back any portion of the HRG for builder's liens. If any builder's liens or prompt payment legislation applies to the renovation that the HRG is related to, then this will be the sole responsibility and the sole risk of the Applicant.



- 4.6 Any renovation costs that are over and above the HRG amount are the sole responsibility of the Applicant.
- 4.7 The HRG will be fully revocable and repayable in the event the Applicant breaches any condition set out in Section 7.

5.0 APPLICATION

5.1 APPLICATION CRITERIA

- 5.1.1 Individuals who apply for the HRG under the Home Renovation Program shall hereinafter be called the “**Applicant**” or, generally, “**Applicants**”.
- 5.1.2 Applicants will submit applications on or following the annual advertised date, where they will be checked for completeness.
- 5.1.3 Applicants must meet all the following criteria to be eligible for consideration for an HRG:
 - a. The Applicant must be a registered member of the MCFN Membership list (members do not need to be situated in the MCFN community, or reside in their home);
 - b. The Applicant must be the registered owner of the home, or registered holder of a Certificate of Possession for the home;
 - c. The Applicant is applying for a Home Renovation Grant for the following purpose:
 - i. Renovations to improve the health, safety, and/or efficiency of an existing home;
 - d. The Applicant must provide a full written plan, a renovation timeline, and a quote of all materials and labour costs;
 - e. The above eligibility criteria are ongoing for the entire period in which the Home Renovation Grant is conditional.

5.2 APPLICATION PACKAGE

- 5.2.1 If the Applicant believes they have met all the above criteria, then they can submit their application package to MPM, that must include the following documents and information:
 - a. A completed and signed Application Form, as set out in Appendix A.
 - b. A signed copy of the Home Renovation Grant Agreement, as set out in Appendix B.
 - c. A copy of the Applicant’s Certificate of Title, or Certificate of Possession of the home.
 - d. Member’s Treaty Number, or a copy of the member’s MCFN Status Card.



- e. Service/Contractor Agreement that includes the following:
 - i. the contractor's name and contact information
 - ii. the renovation quoted price (including all materials and labour costs),
 - iii. Applicant's name
 - iv. location of the home (legal description), and
 - v. an estimated renovation timeline.

5.3 APPLICATION PROCEDURE

5.3.1 Subject to Section 5.3.2 below, the application process is as follows:

- a. Once applications have been submitted, an email audit report of applications received, email addresses, dates, and times will be provided to MPM Staff for review.
- a. MPM will review the applications received on or following the annual advertised date and time, for a period no longer than 14 days.
- b. MPM will review these first-received applications for completeness, reject any incomplete or ineligible applications, and if necessary, review additional applications according to subsequent "received at" time stamps.
- c. MPM will then inform the successful Applicants of their Home Renovation Grant Agreement in due course.

5.3.2 The "first come, first served" rule shall be applied, based on the date and time that the complete application was received by MPM. This means that applications will be reviewed in the order that they are received.

The first two completed applications from each of the communities listed in Section 4.3 that are received on the advertised date and time will be accepted by MPM staff.

MPM will pay HRGs to contractors, based on the procedure above, until the budgeted amount for the Home Renovation Program is exhausted for the fiscal year (April 1 – March 31st). If there are enough applications received and deemed complete and eligible in the fiscal year to exhaust all of the Home Renovation Program funding for that fiscal year, then no new applications will be reviewed or accepted within that fiscal year. If this occurs, Applicants are encouraged to re-apply in the following year instead.



6.0 HOME RENOVATION COMPLETION PROCEDURE

- 6.1 Upon the approval of the application by MPM, the Applicant is solely responsible for the management of the renovation project related to the home. The renovation project must be completed by March 31st of each year. Assistance and information can be obtained from the MPM.
- 6.2 Prior to the initial distribution of 50% of the HRG, the Applicant must provide the contractor's detailed scope of work, quote, and time frame.
- 6.3 As noted above, both the initial and final distribution (50% each time) of the HRG will be paid directly to the contractor.

7.0 CONDITIONS OF THE HOME RENOVATION GRANT

- 7.1 The HRG is a conditional grant. If any of the following events occur, each constitutes a breach of the conditional grant:
- a. The Applicant has breached any portion of the Home Renovation Grant Policy; or
 - b. The Application has misrepresented their eligibility for the Home Renovation Grant; or
 - c. The Applicant has breached the Home Renovation Grant Agreement.
- 7.2 MCFN will issue a written notice to the Applicant of their breach, if one occurs. If the Applicant is aware that they have breached any of the above conditions, then the lack of notice from the MCFN shall not constitute a waiver of its obligation.



APPENDIX A - HOME RENOVATION GRANT (HRG) APPLICATION FORM

APPLICATION FORM

Location of Home				
<input type="checkbox"/> Fort Chipewyan	<input type="checkbox"/> Fort Smith	<input type="checkbox"/> High Level	<input type="checkbox"/> Fort McMurray	<input type="checkbox"/> Edmonton & Other Locations

Applicant Particulars

Name: _____

Address: _____

City/Town: _____ Prov: _____ Postal Code: _____

Member Number: _____ Email: _____

Daytime Telephone: _____ Alternate Telephone: _____

Applicant Eligibility:

As set out in the Home Renovation Grant Policy, the Applicant must meet certain criteria in order to be eligible for this grant. The Applicant acknowledges and confirms the following information to be true and accurate (check Yes or No, then initial):

_____ True _____ False _____ Initials	I am a registered member of the MCFN. (Provide copy of MCFN Status Card, OR enter Treaty Number _____).
_____ True _____ False _____ Initials	I am applying for the Home Renovation Grant for one of the approved purposes, as set out in the Home Renovation Grant (e.g., renovation for health, safety and/or efficiency). Specifically, the renovation is not just for cosmetic purposes.

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Location of the Home

You must provide a copy of your home's Certification of Title or Certificate of Possession.

Municipal Address: _____

Legal Description: Lot: _____ Block: _____ Plan: _____

Registered owner(s) name(s) on Certificate of Title/Possession: _____

Details and Resource Plan:

Please attach supporting documents (**Contractor's detailed scope of work, quote including all materials and labour, and time frame; professional subtrade quotes**).

CONTRACTOR'S DETAILED SCOPE OF WORK, QUOTE AND TIME FRAME for home renovation	\$ _____	(a)
PROFESSIONAL SUBTRADE QUOTES (if applicable)	\$ _____	(b)
TOTAL	\$ _____	(c) = a + b

Initial 50% disbursement of above estimate \$ _____ (d) = 50% of c

Remaining 50% disbursement of above estimate \$ _____ (e) = 50% of c

Costs over and above Home Renovation Grant Amount, which are the **SOLE RESPONSIBILITY OF APPLICANT.** \$ _____

When is the expected renovation completion date? (Must be no later than March 31st)



Mikisew Cree First Nation
Home Renovation Grant Policy, Agreement and Application

Acknowledgement and Confirmation – IMPORTANT

I, as the Applicant, acknowledge, confirm, and agree as follows:

Initial _____	I have received a copy of the Home Renovation Grant Policy and have carefully reviewed it. I agree to be bound by all terms and conditions of this policy.
Initial _____	I understand and agree that the Home Renovation Grant is a conditional grant, meaning the full Home Renovation Grant must be returned and repaid to MCFN if: <ol style="list-style-type: none">1. I breach the terms of the Home Renovation Grant Policy; or2. I misrepresented my eligibility for the Home Renovation Grant; or3. I breach the Home Renovation Grant Agreement.

Please note failure to attach all required supporting documents will result in a delay in processing of your application.

The undersigned Applicant, who is a Mikisew Cree First Nation member, hereby requests consideration from the MCFN for a Home Renovation Grant. By signing below, I hereby acknowledge and agree to all of the terms of the Home Renovation Grant and confirm the truth and accuracy of all the information I have set out in this Application Form and its supporting documentation.

Dated at _____ (City/Town), Province, on this ____ day of _____,
20____.

Witness signature

Applicant signature

Witness name: _____

Applicant name: _____

Mikisew Property Management – OFFICE USE ONLY, APPLICANT TO LEAVE BLANK

Date and Time Received: _____

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APPENDIX B - HOME RENOVATION GRANT (HRG) AGREEMENT

This Home Renovation Grant Agreement made effective on this ____ day of _____, 20_____.

BETWEEN:

MIKISEW CREE FIRST NATION
c/o Mikisew Property Management
(the "MCFN")

-and-

(the "Homeowner")

WHEREAS:

- a. The Homeowner wishes to renovate a house on the following lands:
_____(the "Lands");
- b. The Homeowner has applied for a Home Renovation Grant pursuant to the terms, requirements, and specifications of the Home Renovation Grant Policy of the MCFN;
- c. The MCFN has approved the Homeowner for the Home Renovation Grant on the basis their application;
- d. A requirement for approval and receiving the Home Renovation Grant is for the Homeowner to enter into a Home Renovation Grant Agreement with the MCFN;
- e. Pursuant to the terms of the Home Renovation Grant Policy and based upon the information contained within the Homeowner's application, the MCFN and the Homeowner agree that MCFN shall provide the Home Renovation Grant directly to the Contractor as payment of renovation costs on behalf of the Homeowner.

NOW THEREFORE in consideration of the mutual covenants contained within this Agreement, the parties hereto agree as follows:

1.0 INTERPRETATION

- 1.1 In this Agreement, the following terms and expressions shall have the following meanings:
 - a. "Agreement" means this agreement, together with all schedules attached hereto;



- b. "Building" shall mean the residential housing unit that the Home Renovation Grant must be applied to, and which is located, upon the Lands together with:
- i. any and all accessory buildings from time to time located or constructed upon the Lands;
 - ii. any and all appliances, furnaces, and other equipment or systems from time to time attached to or used for the operation of the residential housing unit and accessory buildings; and
 - iii. in the case of one or more of the structures comprising the Building being a mobile or manufactured home, the Building shall include such home described as follows:

Make: _____

Model: _____

Serial Number: _____

- c. "Home Renovation Grant" means the grant program established from time to time by the MCFN to provide financial assistance to members of the Mikisew Cree First Nation for the renovation of a home;
 - d. "Home Renovation Grant" means the funds that the MCFN grants to the Homeowner in accordance with the Home Renovation Grant Policy and this Agreement, subject to certain conditions;
 - e. "Home Renovation Grant" means the policy for the Home Renovation Grant developed and amended from time to time by the MCFN for the purposes of applying and administering the Home Renovation Grant;
 - f. "Lands" shall mean that the lands described in the preamble of this Agreement;
 - g. "Default Events" or "Default Event" means the event(s) described in Section 4.0 of this Agreement.
- 1.2 In this Agreement words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa.

2.0 HOME RENOVATION GRANT (GENERAL)

- 2.1 The MCFN hereby grants a Home Renovation Grant in the (maximum) amount of \$25,000 CAD to the Homeowner to be used for the renovation of the Building on the Lands. The Home Renovation Grant to the Homeowner shall be in accordance with the terms and conditions set out in this Agreement and in the Home Renovation Grant Policy.
- 2.2 The eligibility and conditions for receiving a Home Renovation Grant are set out in the Home Renovation Policy, which may be amended from time to time by the MCFN. The Homeowner



confirms they have received, read, and understood the Home Renovation Policy. The Homeowner agrees to be bound by the Home Renovation Policy at all times, including any amendments thereto.

- 2.3 50% of the Home Renovation Grant shall be paid to the Contractor of the Homeowner's application being approved or at the beginning of renovation. The remaining 50% of the Home Renovation Grant will be paid at the completion of the home renovation construction, upon receipt of the Contractor's final invoice. The MCFN has no obligation to pay the Home Renovation Grant other than in accordance with this agreement.
- 2.4 The MCFN shall have the sole and absolute discretion of whether to advance the Home Renovation Grant to the Contractor. The Homeowner has no authority to direct the payment to themselves.

3.0 HOME RENOVATION GRANT

- 3.1 The Home Renovation Grant is to be used for the renovation construction of the Building and the terms of this Section 3 shall apply.
- 3.2 The Homeowner covenants and agrees with the MCFN to:
- a. renovate the Building all in accordance with plans and specifications which have been previously approved by the MCFN; and
 - b. carry on diligently to completion the renovation construction of the Building.
- 3.3 The Homeowner is solely responsible for costs over and above the amount of the Home Renovation Grant amount.

4.0 DEFAULT EVENT

- 4.1 Repayments may result in MCFN recovering monies from any/all Per Capita Distribution payments, or other disbursements made by MCFN.
- 4.2 Subject to the Home Renovation Policy, the MCFN may demand repayment of the Home Renovation Grant:
- a. if the Homeowner breaches any of the conditions of the Home Renovation Grant, as set out in the Home Renovation Grant Policy (see Home Renovation Grant Policy for Conditions of the Home Renovation Grant); or
 - b. if the Homeowner breaches any terms or conditions of this Agreement, the Home Renovation Grant Policy, or
 - c. if it is discovered that the Homeowner made a misrepresentation in their application for a Home Renovation Grant, including a misrepresentation of eligibility; or



- d. if the Home Renovation Grant is to be applied to the renovation construction of the Building and the Homeowner fails to properly renovate or complete the construction of the Building, in accordance with this Agreement; or
- e. if the Homeowner instructs or directs the contractor to complete work that is outside the scope or purview of the renovation plan that was originally submitted as part of the application for the Home Renovation Grant.

(collectively, referred to as “**Default Events**” and individually referred to as “**Default Event**”).

- 4.3 Upon a demand for repayment being made, the Applicant shall repay the Home Renovation in accordance with the Home Renovation Policy.

5.0 GENERAL

- 5.1 The Homeowner and the MCFN covenant that they will execute or cause to be made, done or executed all further and lawful acts, deeds, things, devices, conveyances, and assurances whatsoever for effecting the purposes and intent of this Agreement.
- 5.2 Any notice to be given hereunder shall be in writing, addressed to the party for whom it is intended. Unless otherwise provided in this Agreement, delivery of any notice shall be considered received FIVE (5) BUSINESS DAYS after the notice is posted (if sent by mail) or is transmitted (if sent by email or facsimile). The mailing addresses of the parties shall be:

- a. As to the Homeowner:

Name: _____

Address: _____

Email: _____

- b. As to the MCFN:

Mikisew Cree Lender

c/o Mikisew Property Management

Address: _____

Email: _____

or any other mailing or facsimile addresses as the parties may from time to time notify the other.



This Agreement shall be binding on and enure to the benefit of the parties and their respective successors, legal representatives, personal representatives, and permitted assigns. In the event that this Agreement is executed by more than one individual on behalf of the Homeowner, the individuals executing this Agreement shall be jointly and severally liable for the performance of the Homeowner's obligations under this Agreement.

- 5.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement, but shall be deemed severable from the prohibited and unenforceable provision or provisions and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
- 5.4 No amendment, supplement, or waiver of any provision of this Agreement or any other agreement provided for or contemplated, nor any consent or any departure by the Homeowner, shall in any event be effective unless it shall be in writing and signed by the MCFN, and then the waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.
- 5.5 Time shall be of the essence of this Agreement.
- 5.6 This Agreement constitutes the entire agreement between the parties in respect to the matters herein dealt with and cancels and supersedes any prior agreement, undertakings, declaration, or representation, written or verbal, in respect to such matters.
- 5.7 Notwithstanding the location of the Lands and the Building, this Agreement shall be governed by the laws of the Province of Alberta.

(Remainder of the page intentionally left blank. Signature page to follow.)



SIGNATURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the _____ day
of _____, 20__.

MIKISEW CREE FIRST NATION

An audit report of applications received, email addresses, dates, and times will be provided to MPM
Staff for review.

Per: _____
Signature

Name: _____

Witness Signature

Homeowner Signature

Witness Name: _____

Homeowner Name: _____

Witness Signature

Homeowner Signature

Witness Name: _____

Homeowner Name: _____

(Signature page to Home Renovation Grant Agreement.)



Mikisew Cree First Nation
Home Renovation Grant Policy, Agreement and Application

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