



**Taber & District
HOUSING FOUNDATION**

Provide individuals, families and seniors with affordable and caring accommodation.

AGENDA

Regular Monthly Board Meeting Taber and District Housing Foundation Thursday, July 19, 2018 @ 1:30 p.m. TDHF Office Boardroom

1. Approval of Agenda
2. Approval of Minutes:
 - a) Minutes – Regular Monthly Board Meeting – June 22, 2018
3. Business Arising:
 - a) Taber and District Health Foundation:
 - CVL Tub & Lift
 - Prairie Rose Manor Pergola (pic)
 - b) 8760 – Natural Gas – 2022 – 2027 Rates
 - c) Clearview Lodge – Merge Rooms #509 & 510 (pics)
 - d) TDHF Website Update & Email
4. Approval of Financial Statements and reports:
 - a) Summary update: Social Housing and Clearview Lodge
For June 30, 2018 - Bank Reconciliations, Income statements, and current cheque listing issued up to Meeting date (*a list will be handed out at the meeting*).
5. Reports
 - a) Lodge Manager Report
 - b) Maintenance Manager Report
 - c) Placement Officer Report
 - d) Financial Administrator Report
 - e) Chief Administrative Officer Report
6. New Business:
 - a) Pets in Housing Units
 - b) Rent and Board Package Calculation for Room #510
 - c) Building Committee Meeting Date
 - d) Affordable Housing Energy Savings Program (AHESP) - Filed
 - e) Non-Profit Energy Efficiency Transition Program Application - Filed
7. Information
8. Adjournment

Next Meeting: TDHF Board Friday, August 17, 2018 1:30 pm CVL Activity Room



**Taber & District
HOUSING FOUNDATION**

Provides individuals, families and seniors with affordable and caring accommodation

MINUTES
Regular Monthly Board Meeting
Taber and District Housing Foundation
Friday, June 22, 2018
TDHF Office - Boardroom

ATTENDANCE

Board: Rosanne Horrocks Linda English Tamara Miyanaga
Deb Hansen Joe Strojwas Deanna Killinger

Administration: Tim Janzen (CAO), Corey Beck (Maintenance Manager)

Absent:

Rosanne Horrocks, Chairman, called the Regular monthly meeting to order at 1:36 p.m.

1. Approval of Agenda

Motion 2018-73

MOVED by L. English to approve the Agenda.

CARRIED

2. Approval of Minutes

Motion 2018-74

MOVED by D. Hansen to accept the minutes from the Regular Board Meeting of Friday, May 25, 2018.

CARRIED

Motion 2018-75

MOVED by J. Strojwas to accept the minutes from the Budget & Audit Committee Meeting of Thursday, June 7, 2018.

CARRIED

3. Business Arising

- a) **Taber and District Health Foundation** - CAO reported that Taber and District Health Foundation has approved the grant application for a tub and lift at Clearview Lodge and will match the \$13,500 donation made at Prairie Rose Manor.
- b) **8760 RFP – Natural Gas 2022 - 2027** – CAO reported that the RFP will be completed on June 26th and final details about natural gas contract values should be available at the next Board of Directors meeting.
- c) **Bountiful House – Lawn Mowing & Snow Removal** – CAO reported that an employee had been hired to complete the lawn mowing and snow removal at Bountiful House.

- d) **Merge CVL Rooms #509 & 510** – Maintenance Manager reported that significant progress had been made on the modifications to both rooms. The project is scheduled to be completed by mid-July.
- e) **TDHF Website Update** – CAO reported that the website should be rolled over on the weekend.

4. Approval of Financial Statements and Reports:

Motion 2018-76

MOVED by D. Killinger to accept for information the financial information for the month of May 2018 for both Social Housing and Clearview Lodge as presented.

CARRIED

5. Reports

- a) Lodge Manager's Report

Motion 2018-77

MOVED by D. Killinger to accept the Lodge Manager's report, as presented.

CARRIED

- b) Maintenance Manager's Report

Motion 2018-78

MOVED by L. English to accept the Maintenance Manager's report, as presented.

CARRIED

- c) Placement Officer Report

Motion 2018-79

MOVED by T. Miyanaga to accept the Placement Manager's report, as presented.

CARRIED

- d) Financial Administrator Report

Motion 2018-80

MOVED by J. Strojwas to accept the Financial Administrator's report, as presented.

CARRIED

- e) Chief Administrative Officer Report

Motion 2018-81

MOVED by D. Hansen to accept the Chief Administrative Officer's report, as presented.

CARRIED

6. New Business

- a) **2018 Housing Management Body Budget - Alberta Seniors & Housing** – CAO presented a copy of the 2018 Social Housing budget, received in May 2018. As well, a copy of the budget template was provided for review. A deficit budget in the amount of 36,582 was approved.

- b) **2018/9 Designated Supportive Living Funding Advice – Alberta Health Services**
CAO presented a copy of the letter and the funding advice from Alberta Health Services. Clearview Lodge will receive \$545,536 in funding which represents a 1% increase over 2017 funding.
- c) **Policy P-23: Employee Classifications**
CAO presented that a change to the policy was made to allow part-time Out-of-Scope employees to receive health benefits at the same funding arrangement as full-time out-of-scope employees, which is 100% of benefits (other than LTD premiums) are paid by the employer. Long term disability premiums.

Motion 2018-82

MOVED by L. English that Policy P-23: Employee Classifications be accepted as presented.

CARRIED

- d) **Arbitrator Option –**

Motion 2018-83

MOVED by L. English that the Arbitrator, Janet Money, be invited to attend a meeting with the Board of Directors in September 2018. The purpose of the meeting would be to discuss her approach and the possibility of engaging her in the Collective Bargaining Agreement process.

CARRIED

- e) **Business Plan 2019 - 2021 –**

Motion 2018-84

MOVED by L. English that the 2019 – 2021 TDHF Business Plan be accepted as presented.

CARRIED

- f) **ARDN Business Case –**

Motion 2018-85

MOVED by T. Miyanaga that the Business Case: Affordable Housing Project, as prepared by ARDN, be accepted as presented.

CARRIED

7. Information

- a) Affordable Housing Energy Savings Program (AHESP)
- b) Monthly Report – Social Housing @ May 31, 2018
- c) Patient Care Based Funding in Designated Supportive Living

8. Adjournment

Motion 2018-86

MOVED by D. Hansen to adjourn this meeting at 4:07 pm

CARRIED

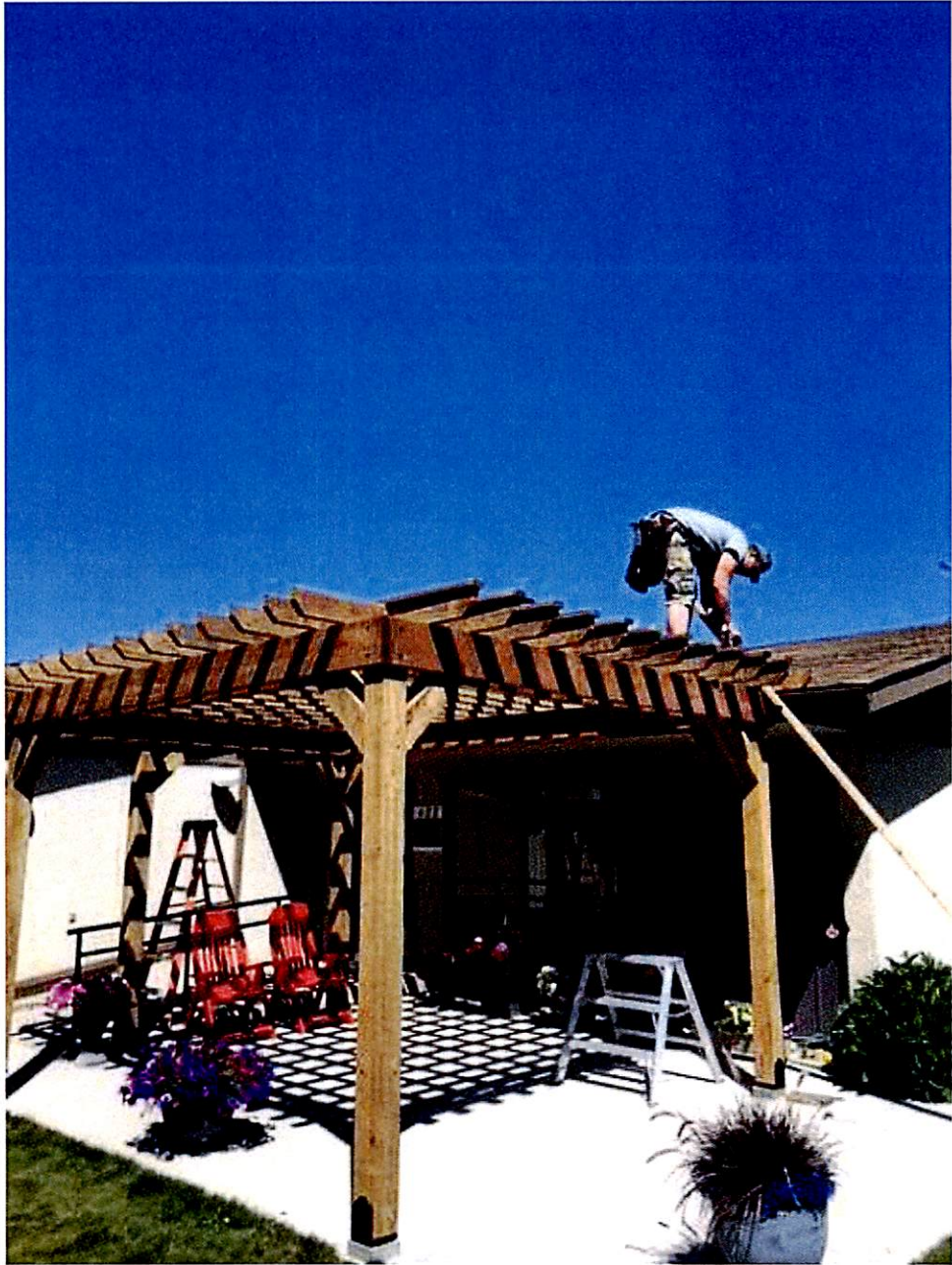
Next Meeting – Thursday, July 19, 2018

TDHF Administration Office

Rosanne Horrocks, Chairperson

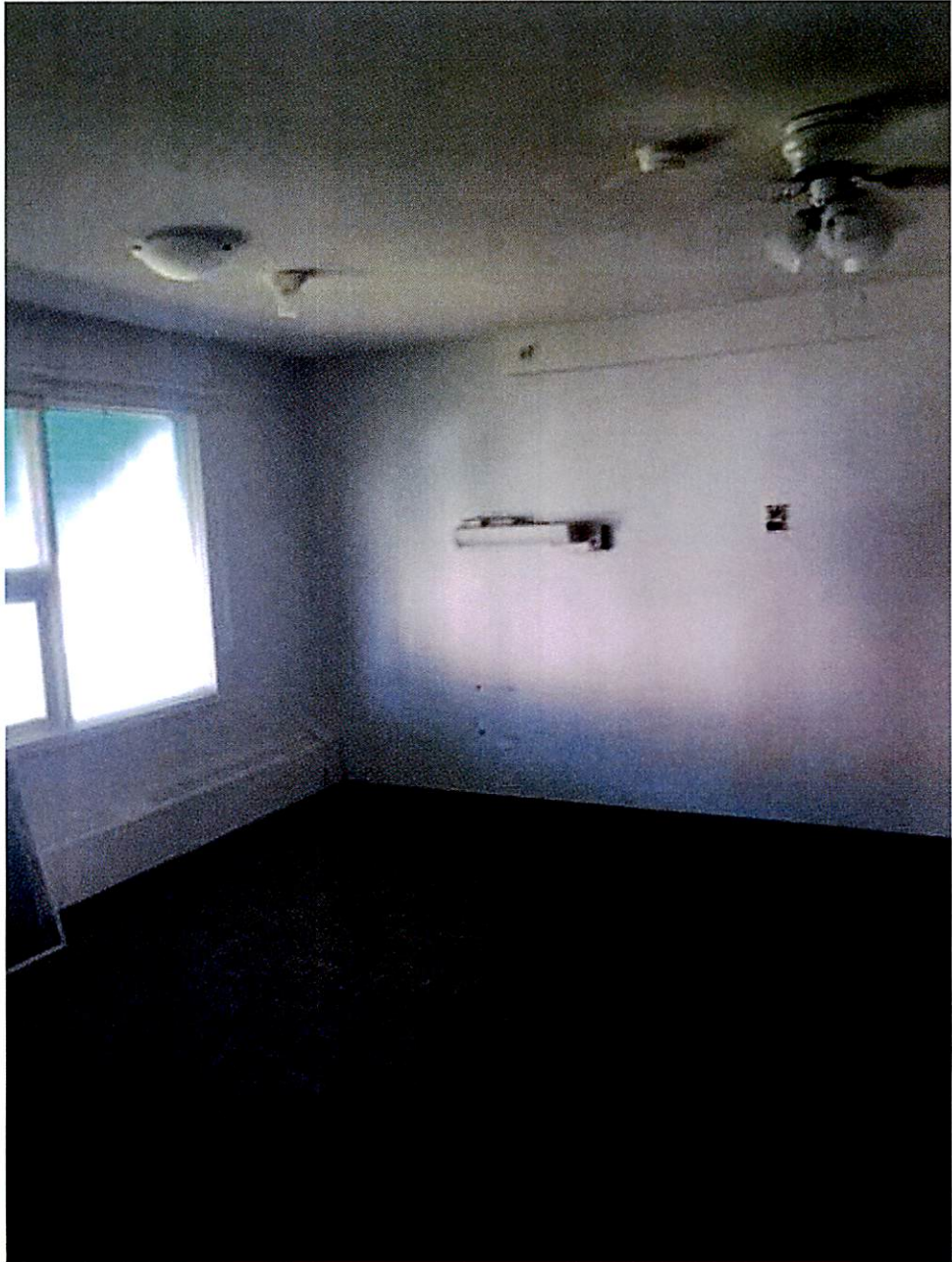
Linda English, Vice-Chairperson













Taber and District Housing Foundation - cvlodge **Comparative Income Statement**

	Actual Jan 01, 2018 to Jun 30, 2018	Budget Jan 01, 2018 to Dec 31, 2018	Percent
REVENUE			
Rental Revenue			
Resident Rent	671,862.00	1,356,765.00	-50.48
Lodge Fees	600.00	500.00	20.00
Rent Rebates	-5,074.00	-12,000.00	-57.72
Sundry Rent Revenue	0.00	0.00	0.00
Total Rental Revenue	667,388.00	1,345,265.00	-50.39
Resident Services			
Parking	1,288.00	2,500.00	-48.48
Laundry	5,660.00	12,000.00	-52.83
Tenant Meal Service	0.00	0.00	0.00
Sundry Resident Revenue	0.00	0.00	0.00
Medication Fees	7,923.00	17,000.00	-53.39
Resident Fundraising	508.00	1,000.00	-49.20
Therapeutic Bath	0.00	0.00	0.00
Transporation Fee	0.00	2,000.00	-100.00
Activity Fee	0.00	500.00	-100.00
Housekeeping Fee	0.00	0.00	0.00
Personal Emergency Call System	2,159.00	3,600.00	-40.03
Storage	0.00	0.00	0.00
Fridge Rental	0.00	0.00	0.00
Fridge Plug In	0.00	0.00	0.00
Total Sundry Resident Revenue	10,590.00	24,100.00	-56.06
Tenant Maintenance Recovery	210.00	500.00	-58.00
Total Resident Services	17,748.00	39,100.00	-54.61
Non Resident Services			
Facility Rental	875.00	1,500.00	-41.67
Meals on Wheels	10,071.00	36,000.00	-72.03
Other Meal Services	11,531.55	0.00	0.00
Guest Meals	5,041.00	12,000.00	-57.99
Staff Meals	0.00	0.00	0.00
Canteen Revenue	1,441.30	2,000.00	-27.94
Total Other Meal Services	18,013.85	14,000.00	28.67
Tuck Shop	1,030.00	3,500.00	-70.57
Catering	25.00	0.00	0.00
Sundry Revenue	50.00	0.00	0.00
Total Non Resident Services	30,064.85	55,000.00	-45.34
Grants			
ASHC Grants	0.00	0.00	0.00
ASHC Maintenance Grant	0.00	0.00	0.00
ASHC Grant - Specific Restriction	0.00	0.00	0.00
ASHC LAP Grant	138,663.49	283,879.00	-51.15
Total ASHC Grants	138,663.49	283,879.00	-51.15
Provincial Grants	0.00	2,000.00	-100.00
Federal Grants	0.00	0.00	0.00
Federal Maintenance Grant	0.00	0.00	0.00
Federal Other Grants	6,800.41	0.00	0.00
Total Federal Grants	6,800.41	0.00	0.00
Municipal Grants	0.00	0.00	0.00
Municipal Other Grants	0.00	0.00	0.00
Total Municipal Grants	0.00	0.00	0.00
Total Grants	145,463.90	285,879.00	-49.12
Operation Funding			
Health Funding	270,066.00	540,132.00	-50.00
Other Funding	0.00	0.00	0.00

Taber and District Housing Foundation - cvlodge **Comparative Income Statement**

	Actual Jan 01, 2018 to Jun 30, 2018	Budget Jan 01, 2018 to Dec 31, 2018	Percent
Requisition Revenue	154,516.01	309,032.00	-50.00
Total Operation Funding	424,582.01	849,164.00	-50.00
Management & Administration			
Management Fee	0.00	0.00	0.00
Intercompany Recovery	0.00	0.00	0.00
Insurance Recovery	0.00	0.00	0.00
Other Recovery	0.00	2,300.00	-100.00
Maintenance Recovery	0.00	0.00	0.00
Gain or Loss on Sale of Capital	0.00	0.00	0.00
NSF/Late Fees	0.00	0.00	0.00
Sundry Revenue	11,321.91	1,221.00	827.27
Total Management and Admini...	11,321.91	3,521.00	221.55
Investment Income			
Interest	3,179.89	2,500.00	27.20
Amort of Deferred Cap. Contrib	0.00	0.00	0.00
Total Investment Income	3,179.89	2,500.00	27.20
Charitable Revenue			
Donations	0.00	0.00	0.00
Resticted Donations	0.00	0.00	0.00
Fundraising	0.00	0.00	0.00
Other Charitable Revenue	0.00	0.00	0.00
Total Charitable Revenue	0.00	0.00	0.00
TOTAL REVENUE	1,299,748.56	2,580,429.00	-49.63
EXPENSE			
Utilities			
Heating	35,155.76	59,500.00	-40.91
Electricity	31,454.89	65,000.00	-51.61
Water & Sewer	6,368.18	17,000.00	-62.54
Waste Removal	945.42	2,000.00	-52.73
Telephone	3,707.61	7,100.00	-47.78
Cable Television	0.00	0.00	0.00
Bulk Contract Expenses	8,547.00	17,094.00	-50.00
Total Utilities	86,178.86	167,694.00	-48.61
Operating			
Bakery	10,311.47	20,000.00	-48.44
Dairy	21,286.46	44,000.00	-51.62
Groceries	55,088.81	125,000.00	-55.93
Juice	0.00	0.00	0.00
Meat	32,043.49	67,000.00	-52.17
Total Food	118,730.23	256,000.00	-53.62
Food Supplies	6,939.21	20,000.00	-65.30
Cleaning	0.00	0.00	0.00
Janitorial & Housekeeping	18,403.74	37,926.00	-51.47
Laundry	2,528.06	3,700.00	-31.67
Linen Supplies	4,686.50	4,800.00	-2.36
Total Cleaning	25,618.30	46,426.00	-44.82
Equipment & Furn Purchase	10,845.02	18,650.00	-41.85
Equipment & Furn Repairs	1,669.74	1,000.00	66.97
Insurance	3,579.22	9,200.00	-61.10
Resident/Volunteer Programs	0.00	0.00	0.00
Craft Supplies	207.58	250.00	-16.97
Entertainment Supplies	1,137.52	3,300.00	-65.53
Trip Expenses	740.10	2,000.00	-63.00

Taber and District Housing Foundation - cvlodge **Comparative Income Statement**

	Actual Jan 01, 2018 to Jun 30, 2018	Budget Jan 01, 2018 to Dec 31, 2018	Percent
Recreation Supplies (Vol Apprec)	3,190.50	5,700.00	-44.03
Tuck Shop (Recoverable)	0.00	0.00	0.00
Total Resident/Volunteer Progra...	5,275.70	11,250.00	-53.10
Bad Debt Expense	0.00	0.00	0.00
Publicity & Promotion	1,761.19	2,750.00	-35.96
Pest Control	0.00	2,500.00	-100.00
Sundry	332.40	525.00	-36.69
Total Operating	174,751.01	368,301.00	-52.55
Operating Maintenance			
Appliances	3,773.11	4,800.00	-21.39
Bldg Safety & Security Systems	9,006.22	18,140.00	-50.35
Sundry	0.00	150.00	-100.00
Vehicles	236.28	900.00	-73.75
Building Interior	0.00	0.00	0.00
Building Int Painting Common Area	0.00	6,000.00	-100.00
Building Interior Painting Units	3,892.26	4,500.00	-13.51
Building Interior Flooring	4,040.03	5,900.00	-31.52
Building Interior Suite Reno	8,997.29	3,600.00	149.92
Building Exterior	4,571.60	9,850.00	-53.59
Building Remedation	0.00	0.00	0.00
Heating, Ventilation & A/C	2,943.94	10,400.00	-71.69
Plumbing	6,737.87	7,300.00	-7.70
Electrical	1,810.25	5,070.00	-64.29
Grounds & Maintenance	6,535.45	12,000.00	-45.54
Elevators	0.00	0.00	0.00
Maintenance Equipment - Repair	154.60	1,000.00	-84.54
Maintenance Equipment - Purch...	109.00	8,900.00	-98.78
Maintenance - Tools & Supplies	94.37	1,000.00	-90.56
Facility Condition Insprection	0.00	0.00	0.00
Total Operating Maintenance	52,902.27	99,510.00	-46.84
Human Resources			
Salaries & Wages	0.00	0.00	0.00
Administration Salaries	125,694.20	241,616.00	-47.98
Housekeeping Salaries	116,658.14	250,813.00	-53.49
Food Service Salaries	237,323.72	472,084.00	-49.73
Maintenance Salaries	33,854.05	69,466.00	-51.27
Resident Care Salaries	41,287.79	79,833.00	-48.28
Total Salaries & Wages	554,817.90	1,113,812.00	-50.19
Benefits	0.00	0.00	0.00
CPP	22,712.81	51,615.00	-56.00
EI	11,495.08	23,836.00	-51.77
EE Benefits	24,268.18	49,801.00	-51.27
Other Pension Contributions	13,188.95	33,644.00	-60.80
WCB	6,997.24	18,058.00	-61.25
Total Benefits	78,662.26	176,954.00	-55.55
Contract Employment	0.00	0.00	0.00
Personal Recruitment	64.29	0.00	0.00
Staff Functions & Recognition	898.91	4,800.00	-81.27
Training & Development	6,552.62	24,744.00	-73.52
Health & Safety	6,443.13	8,651.00	-25.52
Legal Fees	112.92	4,000.00	-97.18
Labour Relations	0.00	0.00	0.00
Total Human Resources	647,552.03	1,332,961.00	-51.42
Administration			
Bank Charges	950.10	1,650.00	-42.42
Courier & Postage	319.85	1,200.00	-73.35
Stationery & Other Supplies	2,576.07	7,000.00	-63.20
Office Rent	4,307.09	8,116.00	-46.93

Taber and District Housing Foundation - cvlodge **Comparative Income Statement**

	Actual Jan 01, 2018 to Jun 30, 2018	Budget Jan 01, 2018 to Dec 31, 2018	Percent
Office Equipment & Furn Purchase	2,329.44	1,500.00	55.30
Office Equipment & Furn Repairs	480.09	1,100.00	-56.36
Vehicle & Travel	1,133.86	2,610.00	-56.56
Board Expenses	1,489.52	7,000.00	-78.72
Association Fees	3,419.62	3,990.00	-14.30
Professional Fees	0.00	0.00	0.00
Legal Fees	0.00	150.00	-100.00
Audit Fees	9,500.00	9,750.00	-2.56
Consulting Fees	16,570.17	1,200.00	1,280.85
IT Services	4,217.11	10,525.00	-59.93
Sundry	140.02	750.00	-81.33
Accreditation	0.00	750.00	-100.00
Total Administration	47,432.94	57,291.00	-17.21
Health Expenditures			
Salaries - Resident Care	235,247.66	493,740.00	-52.35
Nursing Management	0.00	0.00	0.00
HCA	0.00	0.00	0.00
Total Salaries - Resident Care	235,247.66	493,740.00	-52.35
Benefits - Resident Care	33,231.59	80,731.00	-58.84
Nursing Management	0.00	0.00	0.00
HCA	0.00	0.00	0.00
Total Benefits - Resident Care	33,231.59	80,731.00	-58.84
Materials & Supplies Resident C...	3,718.77	9,740.00	-61.82
Total Health Expenditures	272,198.02	584,211.00	-53.41
Interest & Bank Charges			
Long Term Interest	0.00	0.00	0.00
Extraordinary Expenses	0.00	0.00	0.00
Amortization	0.00	0.00	0.00
Total Interest & Bank Charges	0.00	0.00	0.00
Capital Maintenance			
Bldg Safety/Security Systems (C...	0.00	0.00	0.00
Building Interior (Cap)	0.00	0.00	0.00
Building Exterior (Cap)	0.00	0.00	0.00
Heating, Ventilation, A/C (Cap)	0.00	0.00	0.00
Painting (Cap)	0.00	0.00	0.00
Electrical (Cap)	0.00	0.00	0.00
Grounds Maintenance (Cap)	0.00	0.00	0.00
Elevator (Cap)	0.00	0.00	0.00
Total Capital Maintenance	0.00	0.00	0.00
TOTAL EXPENSE	1,281,015.13	2,609,968.00	-50.92
NET INCOME	18,733.43	-29,539.00	-163.42

4. a) iv

**MONTHLY BANK RECONCILIATION
TABER AND DISTRICT HOUSING**

CLEARVIEW LODGE

MONTH ENDING JUNE 30, 2018

<u>GENERAL LEDGER BALANCE END OF PREVIOUS MONTH</u>		587,968.65
RECEIPTED DEPOSITS FOR THE MONTH		4,627.39
PADS		118,603.55
		0.00
GIC REDEEM		0.00
GIC PURCHASE		0.00
GIC INTEREST EARNED		0.00
DEPOSIT INTEREST		809.40
LESS DISBURSMENTS FOR THE MONTH	Checks	(116,899.76)
LESS DISBURSMENTS FOR THE MONTH	Payroll	(114,318.17)
	RRSP	-7,567.31
	Bank Error	0.00
Miscellaneous	Deposit Forms ordered	0.00
RBC DIRECT DEBIT AGREEMENT		(293.65)
PAD return NSF		0.00
CHR Funding - Direct Deposit		45,011.00
Misc		0.00
DRSP - PDS		-2,523.00
<u>GENERAL LEDGER ENDING BALANCE</u>		<u>\$515,418.10</u>
<u>BALANCE PER BANK STATEMENT</u>		537,436.83
bank error		
LESS OUTSTANDING CHEQUES (SEE ATTACHED)		(22,018.73)
Stop payment		-
OUTSTANDING DEPOSITS		0.00
<u>NET BALANCE END OF MONTH</u>		<u>\$515,418.10</u>



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

RECEIVED

JUL - 9 2018

May 31, 2018 to June 29, 2018

RBBDA11030_3192781 E D 09179

00527



TABER AND DISTRICT HOUSING FOUNDATION
5318 48 AVE
TABER AB T1G 1S2

Account number: 09179 100-146-0

How to reach us:

Please contact your RBC Banking representative or call

1-800-Royal®2-0

(1-800-769-2520)

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

4818 53RD ST, TABER, AB T1G 1W4

Opening balance on May 31, 2018	\$588,388.48
Total deposits & credits (8)	+ 169,051.34
Total cheques & debits (48)	- 220,002.99
Closing balance on June 29, 2018	= \$537,436.83

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			588,388.48
01 Jun	Direct Payment (PAD's) service total GRADS1097890000		118,603.55	706,992.03
	Deposit 0068		250.00	
	Misc Payment ALBERTA HEALTH		45,011.00	
	Insurance ENCON GROUP INC INSURANCE	8,787.19		
	Cheque 161.83 Serial # 18675			743,304.01
	Deposit interest		809.40	744,113.41
05 Jun	Cheque 100.00 Serial # 18662			744,013.41
06 Jun	Activity fee	293.65		743,719.76
08 Jun	Deposit 0069		124.00	

JTA2637985-0012875-00527-0007-0001-00-1

4.a) vi



Business Account Statement

May 31, 2018 to June 29, 2018
Account number: 09179 100-146-0

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)		Deposits & Credits (\$)	Balance (\$)
08 Jun	Cheque	234.97	47,463.65		
	Serial #	18696	18716		696,145.14
11 Jun	Cheque	100.00			
	Serial #	18692			696,045.14
12 Jun	Cheque	30.00	30.00	50.43	
	Serial #	18620	18664	18687	
	Cheque	100.00	4,476.54		
	Serial #	18689	18705		691,358.17
13 Jun	Direct Deposits (PDS) service total				
	GRADS7204090000			1,869.31	
	Cheque	89.24	400.23		
	Serial #	18693	18702		688,999.39
14 Jun	Cheque	103.98	165.08	178.50	
	Serial #	18713	18697	18701	
	Cheque	758.94	3,754.36		
	Serial #	18709	18698		684,038.53
15 Jun	Deposit 0070			231.90	
	Cheque	56.61	4,800.18		
	Serial #	18690	18714		679,413.64
18 Jun	Direct Deposits (PDS) service total				
	GRADS7204090000			11,000.00	
	Cheque	63.53	69.39	94.49	
	Serial #	18688	18707	18691	
	Cheque	588.33	825.12		
	Serial #	18711	18703		666,772.78
19 Jun	Cheque	200.00	450.45	781.00	
	Serial #	18699	18686	18717	
	Cheque	861.93			
	Serial #	18715			664,479.40
20 Jun	Cheque	67.73			
	Serial #	18694			664,411.67
21 Jun	Cheque	25.74	105.00		
	Serial #	18708	18706		664,280.93
22 Jun	Deposit 0071			928.25	
	Cheque	56.55			
	Serial #	18700			665,152.63
27 Jun	Direct Deposits (PDS) service total				
	GRADS7204090000			103,318.17	
	Misc Payment RBC PAYROLL			7,567.31	554,267.15
28 Jun	Direct Deposits (PDS) service total				
	GRADS7204090000			2,523.00	

JTA2837985-0012876-00527

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ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

May 31, 2018 to June 29, 2018
Account number: 09179 100-146-0

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)		Deposits & Credits (\$)	Balance (\$)
28 Jun	Misc Payment AUMA/AMSC AMSC18-1024124	9,428.38			
	Cheque	556.55			
	Serial #	18747			541,759.22
29 Jun	Deposit 0072			3,093.24	
	Cheque	49.71	216.70	341.47	
	Serial #	18722	18719	18750	
	Cheque	480.58	505.78	668.14	
	Serial #	18749	18737	18721	
	Cheque	5,153.25			
	Serial #	18741			537,436.83
	Closing balance				537,436.83

Deposit Interest Earned: \$809.40

Account Fees: \$293.65

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JTA2837985-0012877-00527-0007-0002-00-1

4.27.18

Taber and District Housing Foundation - sochsg **Income Statement Jan 01, 2018 to Jun 30, 2018**

REVENUE

Rental Revenue	
Resident Rent	336,303.06
Rent Rebates	-147.00
Sundry Rent Revenue	0.00
Total Rent Revenue	<u>336,156.06</u>
Resident Services	
Parking	5,513.41
Utility Recovery	20,372.66
Sundry Resident Revenue	6,070.75
Tenant Maintenance Recovery	684.00
Total Resident Services	<u>32,640.82</u>
Non Resident Services	
Sundry Revenue	3,857.29
Total Non Resident Services	<u>3,857.29</u>
Management & Administration	
PCMgntFee	2,378.75
Total Management & Administr...	<u>2,378.75</u>
Charitable Revenue	
Restricted Donations	13,501.10
Total Charitable Revenue	<u>13,501.10</u>
TOTAL REVENUE	<u>388,534.02</u>

EXPENSE

Utilities	
Heating (Gas/Heat/Fuel)	52,206.27
Electricity	31,755.17
Water & Sewer	44,166.32
Waste Removal	7,540.70
Telephone	4,850.05
Total Utilities	<u>140,518.51</u>
Operating	
Cleaning	782.86
Equipment & Furniture Purchase	605.00
Equipment & Furniture Repairs	0.00
Insurance	1,610.04
Resident/Volunteer Programs	600.00
Bad Debt Expense	0.00
Publicity & Promotion	281.68
Pest Control	570.00
Sundry	0.00
SUBTOTAL GRANTS IN LIEU	0.00
Toal Operating	<u>4,449.58</u>
Operating Maintenance	
Appliances	3,507.84
Bldg Safety & Security Systems	1,952.82
Sundry	59.90
Vehicles	945.11
Building Int Painting Common Area	0.00
Building Interior Painting Units	8,057.23
Building Interior Flooring	2,240.30
Building Interior Suite Reno	379.99
Building Exterior	353.37
Building Remediation	0.00

Taber and District Housing Foundation - sochsg **Income Statement Jan 01, 2018 to Jun 30, 2018**

Heating, Ventilation & A/C	9,744.30	
Plumbing	4,165.19	
Electrical	1,485.97	
Grounds & Maintenance	15,537.98	
Elevators	4,252.30	
Maintenance Equipment - Repair	305.49	
Maintenance Equipment - Purch...	0.00	
Maintenance - Tools & Supplies	280.21	
Facility Condition Inspection	675.00	
Total Maintenance	53,943.00	
Human Resources		
Salaries & Wages	0.00	
Administration Salaries	60,244.27	
Maintenance Salaries	78,068.39	
Total Salaries & Wages		138,312.66
Benefits	0.00	
CPP	6,772.99	
EI	3,494.23	
EE Benefits	6,025.02	
Other Pension Contributions	4,130.25	
WCB	281.69	
Total Benefits		20,704.18
Contract Employment	0.00	
Personal Recruitment	105.94	
Staff Functions & Recognition	273.54	
Training & Development	1,457.67	
Health & Safety	492.97	
Legal Fees	112.92	
Labour Relations	0.00	
Total Human Resources		161,459.88
Administration		
Bank Charges	974.71	
Courier/Postage	215.46	
Stationery & Other Supplies	1,050.45	
Office Rent	8,801.98	
Office Equipment & Furn	1,147.26	
Office Equipment & Furn Repairs	278.22	
Vehicle & Travel	2,050.89	
Board Expenses	1,489.55	
Association Fees	1,004.88	
Professional Fees	0.00	
Legal Fees	0.00	
Audit Fees	9,500.00	
Consulting Fees	570.23	
IT Services	1,326.96	
Sundry	126.29	
Total Administration		28,536.88
Amortization		
Amortization	0.00	
Total Amortization		0.00
Capital Maintenance		
Blding Safety & Sec Systems (C...	13,101.45	
Total Capital Maintenance		13,101.45
TOTAL EXPENSE		402,009.30
NET INCOME		-13,475.28

4 a) x

**MONTHLY BANK RECONCILIATION
TABER AND DISTRICT HOUSING FOUNDATION**

SOCIAL HOUSING

Month ending June 30, 2018

GENERAL LEDGER BALANCE END OF PREVIOUS MONTH^{(THIS} \$126,836.23

RECEIPTED DEPOSITS FOR THE MONTH	\$	14,693.67
Deposit	\$	4,252.33
Interac	\$	10,441.34
PAD's(pre-authorized Debit)		\$48,192.00
REDEMPTION OF ROYAL BANK GIC		\$0.00
Govt of AB - LAP		\$0.00
Govt of AB		\$20,750.00
DRSP Claim		\$3,128.00
DEPOSIT INTEREST		\$211.13
Deposit		\$0.00
DRSP		\$0.00
LESS DISBURSMENTS FOR THE MONTH		(\$44,417.81)
PAD return / NSF		(\$442.00)
GIC Investment		\$0.00
Deposit forms ordered		\$0.00
Interac Administration Fee POS June		\$0.00
RBC Activity Fee		(\$116.85)
Cheque reversed		\$0.00
RBC Visa		(\$748.17)
DRSP		\$0.00

GENERAL LEDGER ENDING BALANCE **\$168,086.20**

ENDING BALANCE PER BANK STATEMENT \$180,070.76

LESS OUTSTANDING CHEQUES (SEE ATTACHED) (\$11,984.56)
PLUS OUTSTANDING DEPOSIT \$0.00

RECONCILED BANK BALANCE **\$168,086.20**

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ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

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RBBDA11010_3192758 E D 09179

11828



TABER AND DISTRICT HOUSING FOUNDATION
5318 48 AVE
TABER AB T1G 1S2

May 31, 2018 to June 29, 2018

Account number: 09179 100-106-4

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada
4818 53RD ST, TABER, AB T1G 1W4

Opening balance on May 31, 2018	\$126,836.23
Total deposits & credits (19)	+ 86,974.80
Total cheques & debits (31)	- 33,740.27
Closing balance on June 29, 2018	= \$180,070.76

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Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			126,836.23
01 Jun	Deposit 0033		908.50	
	EF0601 01071695		1,877.00	
	Misc Payment COINAMATIC CANA	78.75		
	Misc Payment COINAMATIC CANA	78.75		
	Misc Payment COINAMATIC CANA	157.50		
	Misc Payment COINAMATIC CANA	157.50		129,149.23
	Deposit interest		211.13	129,360.36
04 Jun	Direct Payment (PAD's) service total GRADS8751490000		48,192.00	177,552.36
	EF0604 01071695		965.24	178,517.60
05 Jun	EF0605 01071695		212.00	
	Pre-authorised payment returns GRADS8751490000	442.00		178,287.60

4. a) xii



Business Account Statement

May 31, 2018 to June 29, 2018
Account number: 09179 100-106-4

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)		Deposits & Credits (\$)	Balance (\$)
06 Jun	Account transfer ACTR7815700491	644.00			
	Activity fee	116.85			177,526.75
08 Jun	Cheque Serial #	42.88 13973			177,483.87
12 Jun	Cheque Serial #	41.85 13991			177,442.02
13 Jun	EF0613 01071695			317.00	
	Cheque Serial #	2,199.59 13979	12,553.05 13982		163,006.38
14 Jun	Cheque Serial #	89.25 13978	94.50 13975	997.50 13984	161,825.13
15 Jun	Deposit 0034			125.00	
	Cheque Serial #	109.13 13974	236.79 13981		161,604.21
18 Jun	Cheque Serial #	287.43 13983			161,316.78
19 Jun	Account Payable Pmt ALBERTA GOVT			23,878.00	
	EF0619 01071695			315.94	
	Cheque Serial #	914.55 13971			184,596.17
20 Jun	EF0620 01071695			597.16	
	Cheque Serial #	326.00 13972			184,867.33
21 Jun	EF0621 01071695			666.00	
	Cheque Serial #	152.25 13990			185,381.08
22 Jun	Deposit 0035			221.40	
	EF0622 01071695			180.00	
	Cheque Serial #	96.95 13977			185,685.53
25 Jun	ACCOUNT TRANSFER 9817679731 VISA	748.17			184,937.36
26 Jun	EF0626 01071695			1,486.00	
	Utility Bill Pmt EPCOR	198.48			186,224.88
27 Jun	EF0627 01071695			539.00	186,763.88
28 Jun	EF0628 01071695			437.00	
	Misc Payment AUMA/AMSC AMSC18-1024117	10,283.68			
	Cheque Serial #	1,129.95 14007			175,787.25
29 Jun	Deposit 0036			2,997.43	

JMO2837987-0040930-11828

4. a) xiii



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

May 31, 2018 to June 29, 2018
Account number: 09179 100-106-4

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)		Deposits & Credits (\$)	Balance (\$)
29 Jun	EF0629 01071695			2,849.00	
	Cheque	61.95	133.42	182.72	
	Serial #	14008	14003	14000	
	Cheque	216.69	300.00	668.14	
	Serial #	13995	13992	13997	180,070.76
	Closing balance				180,070.76

Deposit Interest Earned: \$211.13

Account Fees: \$116.85



Important Account Information

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4.a) xiv

SECURITY

**MONTHLY BANK RECONCILIATION
TABER AND DISTRICT HOUSING**

SECURITY DEPOSIT

Month ending June 30, 2018

<u>NET BALANCE - END OF PREVIOUS MONTH (this sheet)</u>	\$33,530.61
RECEIPTED DEPOSITS FOR THE MONTH	\$1,044.00
	\$0.00
DEPOSIT INTEREST	\$40.82
TOTAL DEPOSITS	\$1,084.82
<u>Cheques written or Transfers out to Current Account</u>	(\$446.48)
	\$0.00
Deposit Slips ordered	\$0.00
	\$0.00
NET BALANCE END OF THE MONTH	<u><u>\$34,168.95</u></u>
<u>ENDING BALANCE ON BANK STATEMENT</u>	\$34,427.84
Add: o/s deposit	\$0.00
Less: o/s cheques	(\$258.89)
<u>NET BALANCE END OF MONTH</u>	<u><u>\$34,168.95</u></u>

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ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

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May 31, 2018 to June 29, 2018

RBBDA11010_3192758 E D 09179

09753



TABER AND DISTRICT HOUSING FOUNDATION
DAMAGE DEPOSIT ACCOUNT (TRUST)
5318 48 AVE
TABER AB T1G 1S2

Account number: 09179 100-158-5

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada
4818 53RD ST, TABER, AB T1G 1W4

Opening balance on May 31, 2018	\$33,535.02
Total deposits & credits (3)	+ 1,084.82
Total cheques & debits (2)	- 192.00
Closing balance on June 29, 2018	= \$34,427.84

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Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			33,535.02
01 Jun	Deposit interest		40.82	33,575.84
06 Jun	Account transfer Meeto Sec Dep		644.00	34,219.84
20 Jun	Cheque Serial #	60.00 558		34,159.84
27 Jun	Cheque Serial #	132.00 556		34,027.84
29 Jun	Deposit 0284		400.00	34,427.84
	Closing balance			34,427.84

Deposit Interest Earned: \$40.82

4.2) xvi



Business Account Statement

May 31, 2018 to June 29, 2018

Account number: 09179 100-158-5

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Joan's Report to CAO
June 16– July 15, 2018

- 1) Resident info:
 - a. Move ins -6
 - b. Move outs -3
 - c. SL3 – 17 (3 inhouse individuals waiting assessment)
 - d. Resident Room changes -2
 - e. Change in Status - 0
 - f. New applicant interview - 5
 - g. Reevaluated existing applicants – 0
 - h. Wait list - 6
 - i. 78 residents in total
- 2) Family Meetings
 - a. Annual or Meet and Greet -7
 - b. Preadmission meeting – 0
- 3) Employee interviews:
 - a. 2 General Worker – 0 hired
 - b. 2 HCA's – 1 hired
- 4) June 19 – Housekeeping Meeting
- 5) June 19 and 20th Alycia attended a Mental Health First Aide course in Lethbridge.
- 6) June 21 – Budget and Finance meeting
- 7) June 23 – Staff held a garage sale for their Social Fund. \$!500.00 was raised.
- 8) June 26 – We held our first “Health and Wellness” Expo.
- 9) June 28 – Corey, Tim and I conducted our semi-annual facility inspection.
- 10) June 29 – I attended a AHS and CC partners Output Working Group meeting in Lethbridge.
- 11) July 12 – CUPE annual contract review.
- 12) I was away on vacation from July 3 – 13th.
- 13) Recreation:
 - a. Special Events
 - i. The Nut Man set up goodies in Atrium
 - ii. Jehovah Witness Bible Discussion held in craft room in morning
 - iii. Christian Reform church provided a service for the seniors.
 - iv. Catholic Mass on Wednesday mornings.
 - v. LDS Church services.
 - vi. Leishman's Hearing came in to provide services
 - vii. Movie night was held weekly.
 - viii. Alzheimers' Society Support Group held their monthly meeting.
 - ix. Blood pressure testing once a week.
 - x. Evangelical Church services.
 - xi. CNIB monthly meeting
 - xii. ACW did afternoon birthday bingo.
 - xiii. Craft ladies came in to make crafts with the residents.
 - b. Entertainment – 12 additional groups other than outlined above came in to perform.
 - c. Outings :
 - i. June 27 – residents went to Home Hardware to build birdhouses.
 - ii. July 12 – Picnic at the MD Park
 - d. Volunteer hours - 150 hours logged.

Maintenance Report

July, 2018

Clearview Lodge

- Reno in 509 and 510 completed. Move in for July 15th. Costs approx. - \$10,500.00
- Shingling start on the 500 wing in progress.
- Maintenance defrosted ice machine and restarted it.
- Unit #'s 204, 213, 217, 513, 505 and 203 all repaired and move ins.
- Unit #513 new carpet, lino and toilet installed.
- Ordered new washer and dryer for commercial laundry.
- Move in at unit #318.
- Few parking issues with new sidewalks being poured and paving taking place.
- Railings in front of the Lodge are getting sanded and painted.
- Painting of the front peak in progress.
- Touch up staining of some older furniture.

Homestead Manor

- Unit #308 rented out.
- Unit #200 has been rented.
- Repairs completed at #307 and rented out at month end.
- Ordered a new boiler pump from Liberty Boilers.
- Ordered new mortise and cylinders for security door at Manor.

Pioneer Place

- Fire alarm install is still in progress.
- Talked to Neu-lite about making sure tenants are in their unit when they are entering to work or call Maintenance to supervise them before entering.
- Some trees trimmed and hauled away.

Harmony Home

- MUA unit repaired by TaberTemp Refrigeration.
- Move in at unit #108.
- West exit door adjusted to close quietly as complaints about noise.
- Contacted Aedarsa for inspection past the June 30th deadline.

- Informed Done Right Electrical of our policy on entering tenants units. They need to have tenant home or call Maintenance to accompany them.

Prairie Rose Manor

- Automatic door install completed.
- Pergola near completion on Manor by Bevco Contracting.
- Fire Inspection completed.
- Whites Plumbing brought in to auger sewer line.
- Move out at unit #12, repairs in progress
- Range replaced in unit #12.

Sunshine Manor

- Fire Inspection completed.
- Weed whip bought for the Manor.
- Repairs on A/C unit at Sunshine Manor.
- Some furnace problems in unit #103.

Barnwell

- Move out at the R&N house, repairs and cleaning in progress.
- Hired Royal Rug Cleaners for carpets at R&N.
- Move out at unit #2 at the Manor.
- Weed whip bought for use in Barnwell. (Add R&N lawns to new employee until rented.)

Phase One

- Move out at unit #5002, repairs in progress.
- Move out at unit #5911, repairs in progress.
- Removed old bath enclosures and having tub surrounds installed.
- Alleys sprayed and whipped and large items hauled to landfill.
- Some trees trimmed and hauled away.
- Replaced exhaust fan in unit #5008.

Phase Two

- Spraying of alleys has taken place.
- Some mowing notices delivered.

Phase Three

- Spraying of alleys completed.

- Water leak reported in kitchen. Assessing damage.
- Mowing notices delivered.

Special Needs

- On-going maintenance.
- Alleys sprayed and whipped.

General Maintenance

- Entered budget requests to David Staines for Pioneer Shingling, Phase One Shingling, and 14 replacement furnaces at PRM and Sunshine Manors.
- Maintenance bought a water cooler for shop.
- Shaw had problems knocking out internet, cable and phone lines for a half day at the Lodge and the Manors in Taber.
- Pricing of smoke shelters from Global Industries and options.
- Priced cement pads for smoke shelters. (\$2,400.00)
- Checked on low flow faucets, shower heads and toilets. (pricing and savings)
- All annual fire inspections at the Lodge and Manors have been completed and deficiencies addressed.

Financial Administrator Report for Jun 20/18 – Jul 17/18

PAYROLL

- Completed, June month-end payroll, July mid-month advance
- 2 LTD Claims updating – 1 employee successfully returned to work
- 1 Employees Terminated
- No New Employees
- 4 employee meetings
- Add 3 out of scope employees to benefits
-

FINANCE

- 1 DRSP payments runs (9 clients each), DRSP claim, update YTD
- 2 regular vendor cheque run.
- SH tenant move-ins, move-out, CVL resident changes
- Guest Meal invoicing for June completed
- July rent collection (SH / CVL) completed
- MOW client setups and closings, June meals 185 – 13 clients
- Report for Board Meeting Jul 19
- Manager Meeting Monthly Update YTD
- AHS Schedule B monthly update
- YTD Training Costs - \$4811
- Set up RBC Express

GENERAL

- Front Desk Coverage

S.d, i

CAO Report

July 2018

Duties & Activities

Regularly & Daily

- Ongoing review and authorization of cheque run payments
- Ongoing review and authorization of Clearview Lodge documents
- Ongoing review and authorization of Social Housing documents
- Payroll timesheets, vacation requests, sick time, etc. for Out of Scope employees
- Emails & phone calls

Weekly

- weekly manager meeting with Joan and Corey
- Policy review

Week of June 25 - 29

- June 27 – Maintenance Care – Property Management Software demo
- June 28 - Facility Inspection with Corey & Joan
- June 28 – Staff Appreciation Luncheon – Kristin & Joley – 5-year awards; Ursula – 10 year award
- Worked on TDHF Business Plan 2019 – 2022
- Several phone calls with Amber Gallant, Property Advisor, and David Staines, Manager – Technical Advisor, re: Capital Maintenance budget items

Week of July 2 - 6

- July 2 – Stat Holiday
- July 5 – Submitted TDHF Business Plan – 2019 - 2022
- Completed application paperwork for AHESP program
- Completed application paperwork for NEET program
- Dealt with email issues with Off-the-Wall media and AltisMSP

Week of July 9 - 13

- Facility Inspection Report completed
- Worked on email system with AltisMSP; also review network possibilities at Clearview Lodge
- Cleaned up workstation and completed outstanding filing
- Reviewed maternity leave policy for Out-of-Scope employee
- July 13 – FLEX Day

- Continue to work with AltisMSP on email and network
- July 17 – Meraki Webinar – attend to receive free wireless access point equipment
- July 17 – Meraki Webinar – attend to receive free network switch equipment
- July 17 (pm) – CCSA Seminar on new OH & S regulations and WCB legislation – Lethbridge
- July 19 – Meraki Webinar – attend to receive free Device Management equipment
- July 19 – TDHF Board of Director's Meeting

August 2018 ->

- Future:**

- Holiday – July 23 – 27; Sept 4 - 7
- APHAA Fall Conference Oct 1 – 4, 2018 Banff, AB
- ??ARDN Conference on Rural Housing?? Oct 24 – 26, 2018 Canmore, AB

Pet Policy
Taber and District Housing Foundation
At July 19, 2018

Tenant Request:

I have received a tenant request to have an emotional support animal (a kitten) for their daughter. The request is accompanied by a physician's note and a note from their psychologist re: benefit from an emotional support animal.

I have not included the specific request because I believe we need to review our organization's policy regarding pets as a whole. Then, if necessary, a decision at a subsequent Board meeting can be made for the specific request.

Current Pet Policy:

There is not a specific policy document regarding pets. However, the Tenant Agreements (please find attached T-26.1 Schedule A to Residential Lease Rules and Regulations for Family Housing) make it abundantly clear that:

No pets, with the exception of fish in a maximum 20 liter or 5-gallon fish tank or bowl, will be permitted on any part of the Premises unless prior written approval is obtained from the Landlord.

Traditionally, this decision to grant approval or not has been based on a Board decision after review of the individual circumstances of each case.

Current Thoughts about Pets in the Housing Industry:

Please find attached a copy of a White Paper "Research on Emotional Support Animals" prepared by ASCHA, Alberta Seniors Communities and Housing Association.

It would appear that there is significant research about the positive effects that a pet can have on the disposition of a tenant. There is less documentation of how people and pets may interact in congregate living situations. There is less documentation (or concern) for potential damage caused by pets.

There are significant references to tenants suffering a disability and therefore, the Landlord could be challenged under Human Rights legislation for not meeting the duty to accommodate and provide an environment that addresses the disability. Note: This has come up in some of my course work for CIH Canada. There have been significant lawsuits won by tenants forcing landlords to upgrade their buildings or change their policies to address disability. These precedent cases were not about support animals but it could be a comparable situation.

Recommendation:

In-house research be completed to provide more information to the Board. Affected parties (i.e. Placement Coordinator, Maintenance Manager, Lodge Manager and CAO) review documentation and determine if and then how the policy towards pets be amended.

Such determinations could include:

- Where should pets be allowed? Community Housing, Senior Self-Contained, Lodge
- How could pets be allowed at the different venues?
- Are there alternatives to allowing pets to reside in venues? The Lodge already has some amount of pet therapy visits. Could that service be expanded to other venues?
- Can a policy be sufficiently defined to allow Administration to make a decision about having a pet in a unit?
- Does the Board want every request brought to a Board meeting? Can decisions be made on a timely basis?
- Should a specific policy be created for Emotional Support Animals? Rather than just pets.
 - Requirements like a note from a Mental Health specialist (psychologist/psychiatrist)?
- How would the policy be reviewed to ensure TDHF can quantify the effects? An organization can refuse even the duty to accommodate IF it can PROVE undue hardship. This defense likely would require evidence
- How would allowing pets alter the inspection process?
- How would allowing pets affect other policies? Tenant complaints? Tenant/pet behavior? Damage to units?

I believe that at a minimum, a comprehensive review of this policy is required to consider how TDHF should deal with the inevitable increase in requests. I believe that we will do better to manage the situation proactively than have to address each individual request at the Board level.

This could also be an opportunity to provide significant benefit to our tenants and residents. We just need to do our homework to determine how it might be feasible for us.

**SCHEDULE “A” TO RESIDENTIAL LEASE
RULES & REGULATIONS for FAMILY HOUSING**

- A) **CLEAN CONDITION:** The Tenant must keep the Premises (inside and out) clean and dispose of all garbage, recycling and compost in the proper manner.
- B) **LAWNS & GARDENS:** The Tenant must maintain the lawn, garden, plants and trees belonging to the Premises in good condition, which includes being watered, weeded and cut regularly.
Initial (s) _____
- C) **WALKS:** The Tenant must use the yard entrance and walks in the proper manner. The Tenant must keep the Premises' walks, yards and garbage disposal area clean and tidy at all times, and free of all objectionable material. The Tenant must keep the Premises' walks clear of ice and snow, as well as the Premises' portion of a municipal sidewalk, if applicable.
Initial (s) _____
- D) **ALTERATIONS:** The Tenant without the written consent of the Landlord may do no alterations, painting, papering or redecorating. If any alterations, additions or improvements are made, the Premises must be returned to its former state and condition, unless the Landlord agrees to such alterations, additions or improvements may remain and become the property of the Landlord without any cost to the landlord or obligation to the Tenant.
- E) **WALLS:** The Tenant must not drive nails, screws, hooks, etc. (other than small picture hooks) into or otherwise damage the walls, floors, ceiling or woodwork of the Premises unless approved by the Landlord. If moving into a freshly painted unit, please do not wash the walls for at least 30 days as the paint needs at least that long to cure properly.
- F) **WINDOWS:** The Tenant must not shake, clean or hang any laundry, rugs, mats, cloths, clothes, bedding, etc., from the windows. No objects or dirt may be thrown or swept from the windows. The Tenant must not place or hang anything out of windows. The Tenant is responsible for replacement of all broken or damaged glass regardless of the cause, including without limitation, vandalism.
- G) **WATER:** The water must not be left running unless in actual use. To prevent flooding, shower curtains must be put inside the bathtub. Waterbeds are not allowed unless the tenant is covered by Tenants personal Liability Insurance. The Tenant is responsible for all damage caused by running water.
- H) **WIRING:** No wires, electric lights, television or radio connections are to be added to the Premises. The position of any existing wires must not be altered. The telephone must remain only in the location provided in the Premises. No radio or T.V. antenna or towers may be installed on the Premises without the written consent of the Landlord.
- I) **WEATHER DAMAGE:** The Tenant will be responsible for damage to plumbing by freezing, or to floors or walls by rain, if windows are left open.
- J) **STATE OF REPAIR:** The Tenant acknowledges the Premises is in satisfactory condition and agrees to immediately report all damages that may occur to the Landlord.
Initial (s) _____
- K) **SAFETY:** The Tenant must keep all health, fire and police regulations of the Province or Municipality.
- L) **COMBUSTIBLES:** No combustible material or flammable liquid may be kept on the Premises except in small quantities and in approved containers.

- M) **ANIMALS:** No pets, with the exception of fish in a maximum 20 liter or 5-gallon fish tank or bowl, will be permitted on any part of the Premises unless prior written approval is obtained from the Landlord.
- Initial (s) _____
- N) **PARKING:** If parking facilities are used, the Tenant does so at his own risk and is required to park in the stall assigned to him. Unlicensed or inoperable vehicles parked on the landlord's property will be removed at the Tenant's expense. Boats, trailers, campers or R.V.'s may be parked only with prior written permission.
- O) **SIGN:** The Tenant must not place or allow to be placed in or out of the Premises, any visible placard, notice, plate or sign for advertising purposes.
- P) **NOISE & DISTURBANCES:** The Tenant must not do or permit to be done in the Premises anything that is likely to disturb or be a nuisance to the other tenants or neighbors. In particular, the Tenant must not allow the noise of radio, T.V., stereo, musical instrument, vehicles or guests to disturb other tenants at any time.
- Initial (s) _____
- Q) **KEYS:** Duplication of keys provided by the Landlord allowing access to any portion of the Premises or distribution of such keys or extra keys to any person other than the Tenant or the Tenant's household member is **strictly prohibited**. The Tenant will not change, replace or re-code any locks on the premises. No additional lock will be placed on any doors without prior written permission of the Landlord.
- R) **HOUSE GUESTS:** Overnight guests may, periodically, stay with the Tenant for a period of two days/month. For any time greater than the stated two days/month, the Tenant shall obtain approval from the Landlord for any extension, which may be granted subject to additional rental charges. The Tenant is responsible for all household members and guests regarding noise disturbance or damage.
- Initial (s) _____
- S) **ELECTRICAL SUPPLIER:** TDH will choose the electricity supplier. The tenant is not permitted to alter the electrical supplier or enter into a contract with an alternate supplier.
- T) **SWIMMING POOLS:** The tenant must not place large above ground swimming pools on the premises. Small kiddie pools are allowed, and must be small enough to be emptied of water each evening. The tenant is responsible for the safety and care of their children and as well of other children who use the pool. (Tenants should have liability coverage through their tenant insurance for their own protection.)
- U) **UNIT TRANSFERS:** Tenants wishing to transfer to another unit will be subject to a \$100.00 administrative fee.
- V) **NSF RENT PAYMENTS:** When paying rent by way of cheque and the payment is returned NSF (Non-Sufficient Funds) there is a returned item charge of \$25.00. Only cash, money order or debit card will be accepted after one NSF payment.
- W) **NEIGHBOUR RELATIONS:** The tenant is expected to maintain harmony within the neighborhood. If a serious problem arises, call 911 or Taber and District Housing Foundation's Business office.
- Initial (s) _____
- X) **ENERGY CONSCIOUS:** Normal Thermostat Setting for winter is 20-22 degrees C (or 70-75 degrees

Y) **SMOKING/CONSUMPTION:** In consideration of the Landlord's desire to offer tenants a smoke-free environment, the health hazards associated to second hand smoke, other safety concerns and the nuisance caused by the presence of smoke including lasting odors which permeate walls, floor coverings and other interior finishes, this premise is strictly non-smoking. This prohibition includes the use of both tobacco and marijuana products which have undesirable effects on the property of the landlord and the peaceful enjoyment of other tenants. Breach of this prohibition will be considered a substantial breach of the lease and as a result the landlord will take any and all action, including eviction.

Initial (s) _____

Z) **CANNABIS PRODUCTION:** In consideration of the nuisance smells, the property damage associated with increased indoor moisture levels, the danger of overburdened electrical systems, and safety concerns related to these things, there is a prohibition on the growth of marijuana in the premises. Further, in consideration of the nuisance smells associated with the production of marijuana derivatives and other deleterious effects caused by such activities, the production of marijuana derivatives is also strictly prohibited. Any breach of these prohibitions will be considered a substantial breach of the lease and as a result the landlord will take any and all action, including eviction.

Initial (s) _____

AA) **OTHER RULES:** The Landlord has the right to amend these regulations and make additional reasonable regulations that may be needed for the safety, care and cleanliness of the Premises and such regulations must be kept and observed by the Tenant.

I HAVE READ, UNDERSTAND AND AGREE TO HONOUR THE RULES AND REGULATIONS.

Date

Signature of Tenant

Signature of Tenant

Research on Emotional Support Animals

February 9, 2017

Introduction

ASCHA administration was advised by a member organization that they were starting to receive multiple requests from potential residents to be housed along with their emotional support animals (ESA) in independent living, supportive living and lodges. As a large percentage of public housing in Alberta does not accept animals residing in their buildings, guidance was sought from ASCHA on this subject. Extensive research was undertaken and is available for your ease of reference in managing this delicate matter.

Index

United States of America <https://www.nsarco.com/emotional-support-info.html>

The research finding in the USA literature clearly defined Emotional Support Animals as the use of these animals is more frequent than in Canada. This USA research gave context and content to the research and was therefore included for clarity.

A. About Emotional Support Animals

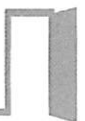
1. Emotional Support Animals (ESA)
2. Qualifications of an Emotional Support Animal
3. Legal Qualifications to have an Emotional Support Animal
 - i. Therapist
 - ii. Written Proof
4. Legal Protections and Rights

B. Registering an Emotional Support Animal

1. How to Register a Service Animal (severe physical disabilities)
2. How to Register an Emotional Support Animal (emotional or psychological disabilities)
3. How to Register a Therapy Animal (for visiting and therapy purposes)

C. Housing Rights and a Service or Emotional Support Animal (ESA)

1. Fair Housing Amendments Act of 1988 (FHA)
2. Verification Requirements by Property Managers
3. Landlord Restrictions
4. Recourse for Property Manager Non-compliance



Canada - <http://rabble.ca/columnists/2016/01/service-animals-mental-health-emerging-issue-disability-law>

The research for Canada was limited, and to support the research provincial findings were included as well as specific legal cases cited on the subject matter, to ensure that ASCHA members are well informed. An independent legal opinion is also included in the research.

A. Disability, service animals and human rights

1. Code-related reason
2. Accommodation to the point of undue hardship

B. Accessibility legislation

1. Ontario
2. British Columbia
3. Newfoundland
4. Alberta
 - i. Accommodation
 - ii. Duty to Accommodate
 - iii. Who can request Accommodation?
 - iv. Who has a duty to Accommodate?
 - v. To what extent is Accommodation required?
 - vi. What is undue hardship?
 1. Financial costs
 2. Size and resources of the employer or service provider
 3. Disruption of operations
 4. Morale problems
 5. Substantial interference with the rights of other individuals or groups
 6. Interchangeability of work force and facilities
 7. Health and Safety concerns
- vii. Case Studies – Duty to accommodate in services, accommodation, facilities and tenancy
 1. Duty to Accommodate
 2. Reasonable and justifiable contravention
 3. Evaluation of “reasonable and justifiable”
 4. Legal Opinion



United States of America

<https://www.nsarco.com/emotional-support-info.html>

A. About Emotional Support Animals (ESA)

1. Emotional Support Animals (ESA)

An emotional support animal (ESA) is a person's pet that has been prescribed by a person's licensed therapist, psychologist, or psychiatrist (any licensed mental health professional). The animal is part of the treatment program for this person and is designed to bring comfort and minimize the negative symptoms of the person's emotional/psychological disability.

2. Qualifications of an ESA

All domesticated animals may qualify as an ESA (cats, dog, mice, rabbits, birds, snakes, hedgehogs, rats, mini pigs, ferrets, etc.) and they can be any age (young puppies and kittens, too!). These animals do not need any specific task-training because their very presence mitigates the symptoms associated with a person's psychological/emotional disability, unlike a working service dog. The only requirement is that the animal is manageable in public and does not create a nuisance in or around the home setting.

3. Legal Qualifications to have an ESA

For a person to legally qualify for an emotional support animal (ESA), he/she must be considered emotionally disabled by a licensed mental health professional (therapist, psychologist, psychiatrist, etc.), as evidenced by a properly formatted prescription letter. Typically, a medical doctor does not qualify because they are not a licensed mental health professional. Some airlines and property managers will accept a verification form completed by a family doctor.

i. Therapist

If you have no therapist or your therapist is unwilling to write such a letter, we recommend using Chilhowee Psychological Services (USA); a licensed mental health services agency that specializes in online/telephone disability assessments and offers letters of prescription to clients who qualify. This agency is approved by the U.S. Justice Department, U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation (the agencies that govern the laws protecting emotionally disabled handlers and their ESAs). www.cptas.com

ii. Written Proof:

The written proof should state that:

- a. You are currently his/her patient



- b. You are under his/her care for the treatment of mental disability found in the Diagnostic and Statistical Manual of Mental Disorders, version 4 or 5 (DSM IV or V)
- c. Your disability substantially limits at least one major life activity
- d. He/she prescribes for you an ESA as a necessary treatment for your mental health
- e. In addition, the letter must be dated, written on his/her letterhead, include his/her license type, number, date of license, and state in which the license was issued.

Without this letter, if the person presents an animal as an ESA, he/she is in violation of federal law; an offense punishable by fine and imprisonment, if convicted.

4. Legal Protections and Rights

The Air Carrier Access Act 49 U.S.C. 41705, Dept. of Transportation 14 C.F.R. Part 382, Fair Housing Amendments Act of 1988 are the laws that protect an emotionally disabled person and his/her ESA.

The legal protections an Emotional Support Animal (ESA) has are to:

- i. Fly with its emotionally or psychologically disabled handler in the cabin of an aircraft without being charged a pet fee. For detailed information on Flying with Your Emotional Support Animal - <https://www.nsarco.com/flying-with-emotional-support.html>
- ii. Qualify for no-pet housing (that also includes limited size, breed, or species housing) without being charged a pet fee. For detailed information on Housing Rights For You And Your ESA - <https://www.nsarco.com/emotional-housing.html>

No other public or private entity (motels, restaurants, stores, trains, taxis, busses, theatres, parks, beaches, libraries, zoos, etc.) is required to allow your ESA to accompany you and in all other instances, your ESA has no more rights than a pet. That means they aren't protected by law to accompany you into any public place that does not allow pets. That doesn't mean these places won't let you, it just means that they are not required to, by law.

B. Registering an Emotional Support Animal

Registration is voluntary; not compulsory, but, registering your pet as an ESA not only legitimizes your ESA (making him/her look official), but eliminates nearly all the hassles and confrontation you'll encounter without it. This is why National Service Animal Registry exists: To make life easier for the disabled!

1. How to Register a Service Animal <https://www.nsarco.com/register-your-animal.html>

This type of animal is used if you have a physical disability (or severe psychiatric disability) that substantially limits your ability to perform a necessary life task and have a dog that is trained to help you with that task.



2. **Register Your Emotional Support Animal (ESA)** <https://www.nsarco.com/emotional-support-info.html>

This type of animal is used if you have an emotional or psychological disability and need an animal for emotional support. ESAs do not need specific training - the animal only needs to be manageable in public. ALL domesticated species and breeds qualify.

3. **Register Your Therapy Animal**

This type of animal is used if you want to partner with your animal to visit hospitals, nursing homes, mental health facilities, disaster areas, and schools to bring comfort and joy to others. You do not need be disabled.

C. **Housing Rights and Your Service or Emotional Support Animal (ESA)**

1. **Fair Housing Amendments Act of 1988 (FHA)**

If a person is physically impaired (disabled) and has an individually trained service dog to perform a major life task that the person has trouble performing for him or herself (or an emotional support animal prescribed by a licensed mental health professional), the Fair Housing Amendments Act of 1988 requires the landlord/property manager to make a reasonable accommodation to their policies and allow the tenant to have an emotional support animal. This includes species, breed, and weight policies.

That means if they have a "cats only" policy, they must accept your service dog. If they have a policy that allows dogs weighing no more than 30 lbs. and your emotional support animal (ESA) weighs 75 lbs., they must make a change in the rules to accommodate you. If they accept all dogs, except pit bulls, and you have a pit bull, they must allow your pit bull to reside with you.

Property managers/landlords are NOT required to make a reasonable accommodation under the Fair Housing Act for ESAs or Service Animals in these cases:

- i. Buildings with 4 or less units where the landlord occupies one of the units
- ii. Single family housing sold or rented without a real estate broker
- iii. Hotels and motels are not considered dwellings under the FHA but are considered places of public accommodation under the Americans with Disabilities Act
- iv. Private clubs

2. **Verification Requirements by Property Managers**

These laws allow a property manager to accept a letter from the tenant's licensed mental health professional (LMHP) for an ESA, but they may also require a verification form to be completed by a physician or LMHP, confirming the tenant's physical/emotional/psychiatric disability. Despite how much the property manager/landlord does NOT want your service dog or emotional support animal, federal law requires him/her to make a reasonable accommodation in the rules. If they do not, they are discriminating against a disabled

person and are in violation of federal law. Here is a link to a government document (one of many) that addresses this issue. See the 3rd page, second column):

http://www.hud.gov/offices/fheo/FINALRULE/Pet_Ownership_Final_Rule.pdf

3. Landlord Restrictions

Landlords cannot:

- i. Ask a tenant to pay a deposit, fee, or surcharge in exchange for having a service or emotional support animal, even if they require such a practice from owners who wish to obtain pets in their dwelling
- ii. Require that an emotional support animal have any specific training
- iii. Require the emotional support animal to wear or carry any special collar, harness, vest, emblem, or other means of identifying it as such
- iv. Inquire about the extent of the disability, or ask for detailed medical records for the individual requesting the service or emotional support animal
- v. Refuse to accommodate you and your animal because their insurance policy won't allow a species, breed, or weight. They are still subject to the law
- vi. A person with a disability may, however, be charged for damages caused to the premises by their emotional support or service animal
- vii. A disabled person who does not properly manage his/her unruly, destructive, aggressive, or disturbance causing animal can be evicted

4. Recourse for Property Manager Non-compliance

Failure to accommodate a physically or emotionally impaired person is a violation of federal law and can be successfully sued AND the landlord/property manager financially penalized by the U.S. Justice Department because it is considered discrimination against a disabled person. Something the government takes seriously.

Clients are encouraged to make sure the landlord or property manager are clearly aware of the law and consequences to help them avoid prosecution and punitive damages. Most are in violation simply because they do not know the law. The U.S. Justice Department does not consider the property manager's lack of awareness when they prosecute them, however:

- i. A client can report the landlord/property manager to the U.S. Justice Department and file a complaint for discrimination
- ii. A client may sue the landlord/property manager for discrimination
- iii. You'll need to be prepared to reinforce your position and case with supplemental documentation from a physician or mental health professional that verifies your need for the animal

Canada

<http://rabble.ca/columnists/2016/01/service-animals-mental-health-emerging-issue-disability-law>

A. Disability, service animals and human rights

Human rights codes prohibit housing, service providers and businesses from discriminating on the basis of several grounds, including disability. A person who requires a dog, cat or other animal as a result of a disability may be allowed to keep one regardless of rules prohibiting animals set by condominiums, landlords or businesses such as restaurants.

However, these establishments do not have to accommodate all requests for pets they receive. There must be a code-related reason for the animal and the service provider must accommodate the individual only to the point of undue hardship.

1. Code-related reason

Provincial and federal human rights statutes protect people from discrimination on the basis of several grounds such as age, race, language and disability. To be entitled to accommodation, the need for the service animal must be related one of these grounds. There are many physical disabilities for which a service animal may be a required accommodation including vision loss, epilepsy and limited mobility. Further, the court recognizes that animals provide necessary support for people with mental health disabilities such as depression, anxiety and trauma. In all cases, the individual asserting the need for accommodation must provide documentation, usually from a doctor, that they have a disability for which the service animal is a necessary accommodation.

2. Accommodation to the point of undue hardship

Requests need only be accommodated to the point of undue hardship. The standard is high; the service provider must show that allowing the animal would jeopardize their financial well-being or pose a serious health and safety risk. For example, a housing provider may deny a request for a service dog if it is persistently aggressive towards other residents. Despite these human rights protections, issues with accommodation of service animals for individuals arise often, (e.g. the court denied an owner's request for accommodation in part because "stress" is not a recognized disability under the Ontario Human Rights Code) Issues also arise from an inability to accept emotional support animals as legitimate service animals. Recently, a former Canadian soldier diagnosed with depression and anxiety resulting from her time in the armed forces was barred from bringing her emotional support cat on an Air Canada flight, a decision which she and the Canadian Mental Health Association decried as discriminatory and differential treatment on the basis that she had a mental health, rather than physical, disability. The airline responded simply that they "do not accept emotional support animals on domestic or international flights."



B. Accessibility legislation

Accessibility legislation sets out further requirements both for service animal owners and service providers that vary from province to province.

1. Ontario

In Ontario, service providers must comply with the Accessibility for Ontarians with Disabilities Act and its regulations. Service providers must allow individuals to keep the service animal with them at all times while on the premises unless it is "otherwise excluded by law" (i.e. if allowing the animal causes health and safety concerns). It must be "readily apparent" that the service animal is needed for their disability or the individual must provide medical evidence to that effect.

While this may seem reasonable, one must consider the differential impact on people with less visible disabilities including mental health diagnoses. It is "readily apparent" that a guide dog is necessary to assist someone with a visual impairment. How can one make it readily apparent that their animal is providing companionship that helps to mediate their past trauma issues? The alternative is for the individual to plead their case by providing medical evidence of their disability, inherently private information, to any restaurant, housing provider and building operator who may wish to exclude their support animal.

2. British Columbia (BC)

In B.C., the Guide Dog and Service Dog Certification Act took effect on January 18, 2016. This Act requires that all service dogs be certified in one of two ways: trained by an established service dog program or certified by the Justice Institute of B.C. as meeting a minimum training standard. The Act also mandates that service providers provide access to all certified service animals and significantly increases the fines for those who do not. The rules are intended to increase access for people with disabilities while ensuring the public is protected from unruly and potentially dangerous pets masquerading as service animals.

3. Newfoundland

Newfoundland has similar legislation to that of BC.

4. Alberta

This is the response from Alberta Seniors and Housing, Housing Division. On the response they received from their legal division. The question seems to be, would not allowing the pet, in this case for companionship, result in undue hardship and could this be upheld as reasonable and justifiable. Information is provided below which may assist the operator in assessing whether you are able to accommodate.

The Alberta Human Right Commission has material on their website on the duty to accommodate based on their position and interpretative bulletins they have made. This is



linked here:

http://www.albertahumanrights.ab.ca/publications/bulletins_sheets_booklets/bulletins/duty_to_accommodate.asp

Here is an excerpt so that you can assess some of the principles that might apply:

http://www.albertahumanrights.ab.ca/Bull_DutytoAccom_web.pdf

i. Accommodation

The Alberta Human Rights Act (AHR Act) recognizes that all people are equal in dignity, rights and responsibilities, regardless of race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

Accommodation means making changes to certain rules, standards, policies, workplace cultures and physical environments to ensure that they don't have a negative effect on a person because of the person's mental or physical disability, religion, gender or any other protected ground.

The goal of accommodation is to enable equitable participation in any of the areas protected by the AHR Act:

- employment practices
- employment applications and advertisements
- residential or commercial tenancy
- goods, services, accommodation or facilities customarily available to the public (for example, restaurants, stores, hotels or provincial government services)
- statements, publications, notices, signs, symbols, emblems or other representations that are published, issued or displayed before the public
- membership in trade unions, employers' organizations or occupational associations

In addition, the AHR Act protects Albertans in the area of equal pay. When employees of any sex -female, male or transgender-do the same or substantially similar work, they must be paid at the same rate.

Accommodation is a way to balance the diverse needs of individuals and groups with the needs of organizations and businesses in our society. It may cause a degree of inconvenience, disruption and expense to the employer, union or service provider. However, accommodation to the point of **undue hardship** is required by law.

ii. Duty to accommodate

The legal duty to accommodate a person's needs based on the protected grounds is well established in federal and provincial human rights law. Some examples of



accommodations include time off for extended illness; use of a service dog for a person with visual impairment; use of a wheelchair for a person with mobility problems; and observance of religious practices at set times during the workday for followers of certain faiths.

iii. Who can request accommodation?

People who need accommodation to overcome a disadvantage caused by the application of a rule or a practice may include employees, prospective employees, union members, tenants, students and customers, among others. The reason for the accommodation must be based on a need related to a ground that is protected under the AHR Act.

iv. Who has a duty to accommodate?

The duty to accommodate applies to employers, landlords, business owners, public service providers, educational institutions, professional associations, trade unions and others. For ease of reference, this bulletin refers to those who have a duty to accommodate as employers and service providers.

v. To what extent is accommodation required?

The Supreme Court of Canada has ruled that employers and service providers have a legal duty to take reasonable steps to accommodate individual needs to the point of undue hardship. To substantiate a claim of undue hardship, an employer or service provider must show that they would experience more than a minor inconvenience. In many cases, accommodation measures are simple and affordable and do not create undue hardship.

vi. What is undue hardship?

Undue hardship occurs if accommodation would create onerous conditions for an employer or service provider, for example, intolerable financial costs or serious disruption to business. An employer or service provider must make considerable effort to find an appropriate accommodation for an employee. Some hardship may be necessary in making an accommodation; only when there is 'undue' hardship can the employer or service provider claim that they have tried all the accommodations available. To determine if undue hardship would occur, the employer or service provider should review factors such as:

- a. **Financial costs** - Financial costs must be substantial in order to be found to cause undue hardship. They must be so significant that they would substantially affect productivity or efficiency of the employer or service provider responsible for the accommodation. Accommodation measures could result in lost revenue, which should be taken into account when assessing undue hardship. However, if lost



revenue due to accommodation would be offset by increased productivity, tax exemptions, grants, subsidies or other gains, then undue hardship may not be a factor. Financial costs do not include the expense of complying with other legislation or regulations, such as building codes (for example, providing wheelchair accessible washrooms or separate washroom facilities for men and women).

- b. **Size and resources of the employer or service provider** - The cost of modifying premises or equipment and the ability to amortize such costs will be taken into consideration when assessing if there is undue hardship. The larger the operation, the more likely it is that it can afford to support a wider range of accommodations without undue hardship.
- c. **Disruption of operations** - The extent to which the inconvenience would prevent the employer or service provider from carrying out essential business will be a factor when assessing undue hardship. For example, modifying a workspace in a way that substantially interferes with workflow may be considered too disruptive to the workplace. Also where there is no productive work available to offer to the employee, accommodation may be an undue hardship.
- d. **Morale problems** – Morale problems of other employees brought about by the accommodation-Morale problems could be due to the negative impact of increased workload on other employees and a requirement to work too much overtime. If other employees begin to experience sleep difficulties or other health issues brought about by the accommodation of a particular employee, then the accommodation may be an undue hardship.
- e. **Substantial interference with the rights of other individuals or groups** - A proposed accommodation should not interfere significantly with the rights of others or discriminate against them. For example, a substantial departure from the terms of a collective agreement could be a serious concern to other employees. However, the objections of other employees must be based on well-grounded concerns that their rights will be affected.
- f. **Interchangeability of work force and facilities** - Whether an employer or service provider could relocate employees to other positions on a temporary or permanent basis is a factor in determining undue hardship. This may be easier for a larger company.
- g. **Health and safety concerns** - Where safety is a concern, consider the level of risk and who bears that risk. For example, consider if the accommodation would violate health and safety regulations. There would be an undue hardship if accommodation sacrificed safety for either the employee or others. If there is an issue of drug or alcohol dependency, please see the Commission's information sheet [Drug and alcohol dependencies in Alberta workplaces](#).



vii. CASE STUDIES - Duty to accommodate in services, accommodation, facilities and tenancy

The Grismer case helps service providers determine if policies and standards are reasonable and justifiable

While the Meiorin decision set out a new test for assessing policies or standards in employment, questions remained as to whether the test would apply equally in non-employment areas such as services, accommodation, facilities and tenancy. (For ease of reference in the remainder of this bulletin, the areas of services, accommodation, facilities and tenancy will be collectively referred to as services.) These questions were answered when the Supreme Court of Canada decided the Grismer case in December 1999 [4]. The Grismer case clarified that the tests used in the Meiorin case do apply when evaluating discriminatory practices in the area of services.

Mr. Grismer had homonymous hemianopia (commonly known as HH), which affected his peripheral vision. The British Columbia Superintendent of Motor Vehicles cancelled Mr. Grismer's driver's license because his vision no longer met the standard of a minimum field of 120 degrees. Certain exceptions to the 120-degree standard were allowed by Motor Vehicles, but individuals with HH were never permitted to drive in British Columbia.

Mr. Grismer reapplied for his license several times, passing all the tests except field of vision. Motor Vehicles did not allow Mr. Grismer to be individually assessed to establish that he was able to compensate for his limited peripheral vision.

Mr. Grismer filed a complaint with the British Columbia Council of Human Rights, alleging discrimination on the grounds of physical disability in the area of services. The tribunal ruled that Motor Vehicles had not proven that there was justification for the rigid vision standard applied to people with HH. In fact, other people with less peripheral vision were granted licenses.

On appeal, the Supreme Court of Canada made it clear that the approach that it had outlined in the Meiorin case applied to service provision cases too. The Court concluded that the Superintendent of Motor Vehicles had not provided the Court with sufficient evidence that Mr. Grismer could not be assessed individually. The Grismer case clarified that the tests used in the Meiorin case apply when evaluating discriminatory practices in the area of services.

A reasonable and justifiable qualification will not be recognized as a defense to a complaint regarding services if the service provider can modify conditions or practices



without undue hardship. In the case of Grismer, the Superintendent of Motor Vehicles failed to show that individual testing of applicants with HH imposed undue hardship on Motor Vehicles.

a. The duty to accommodate

The duty to accommodate in the area of services is important if all members of society are to enjoy full and equal participation in society. Discrimination may result from the outright refusal to rent premises or provide a service, or it may result from the imposition of unreasonable or unnecessary requirements based on criteria such as customer or staff preferences.

In order to fulfill the requirement to accommodate to the point of undue hardship, an employer or service provider in non-employment situations may be required to modify premises or equipment or the manner in which a service is delivered.

The duty to accommodate in the area of services may arise in a variety of circumstances. Some examples of accommodation follow:

- a recreational complex making changes to the building entrance so that individuals with reduced mobility can enter
- a service provider allowing an individual with a service animal access to a restaurant or rental premises
- a service provider changing a requirement that people who want to rent a hall, costume or a video need to provide a driver's license as identification-For various reasons, many individuals do not have a driver's license. The service provider could consider accepting other forms of identification.

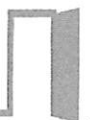
b. Reasonable and justifiable contravention

In certain areas such as services, the law recognizes a limitation on individual rights if the reasons for the limitation are reasonable and justifiable. Discrimination against, or exclusion of, a person or select groups of people may be allowed in some cases.

c. Evaluation of "reasonable and justifiable"

To determine if discrimination is reasonable and justifiable, the Commission must explore the answers to questions such as these:

- Is the service provider applying a standard or policy?
- Does the standard or policy discriminate on the basis of a prohibited ground?
- Is the standard or policy rationally connected to the provision of the service? The specific services to which the standard or policy applies must be identified.



- Did the service provider adopt the particular standard with an honest and good-faith belief that the standard was necessary to accomplish its service-related purpose? What were the circumstances surrounding the adoption of the policy or standard?
- Is the standard reasonably necessary for the service provider to accomplish its service-related purpose?
- What evidence exists of the standard's actual effect on the service users?
- What evidence shows that the service provider has considered alternatives, such as individual assessment?
- Is imposition of the standard the least discriminatory means of accomplishing the purpose?
- What hardship would result from alternative standards?

d. Legal Opinion

The legal department located a decision from the AHRC related to pets, which is below and is likely the closest to your situation (as it does not involve a guide or service pet per se).

For reference, the Miller case is linked in pdf version here:

<https://www.canlii.org/en/ab/abhrc/doc/2001/2001ahrc8/2001ahrc8.pdf>

Miller v. 409205 Alberta Ltd., 2001 AHRC 8 (CanLII) — 2001-10-31

Alberta Human Rights Commission — Alberta

Conclusion

Many people with mental health disabilities need animals for emotional support. These animals require neither formal service training, nor for the animal to be particularly well-trained in other aspects. B.C.'s new rules may therefore differentially impact people with mental health disabilities because unlike seeing-eye dogs or physical support animals for which there are well-established training programs, emotional support animals are less likely to have the training available to them. Further, a broad range of animals provide emotional support, so how does the B.C. government intend on certifying a cat or rabbit as being adequately trained as a service animal? Remember, if an animal cannot be certified, its owner is not entitled to the access protections of the Act.

There are no similar federal regulations, meaning that, beyond the duty to accommodate, federally regulated industries such as air travel do not have formal requirements with respect to service animals. The various rules create a patchy framework that simply is not adequate to protect the rights of individuals with mental disabilities to the much-needed assistance of a support animal.

Independent legal advice is advised because if you fail to accommodate where you are required to do so, it could result in allegations of breaching the AHR Act, or a complaint being made to the AHR Commission.



Board Package Calculation

Room 510

Clearview Lodge

At July 19, 2018



TABER & DISTRICT HOUSING

Clearview Lodge Accomodation & Services

"SCHEDULE A"

Schedule of Fees

New Residents effective July 1, 2018

Current Residents (as at January 1) at July 1, 2018

Lodge Suite Type	Suite Numbers	"Room" Rent	"Board" or Service Package**	
		Single Suite (Includes couples occupying two suites) - Max \$1,000	Single Suite (Includes couples having separate Suites)	Couple Sharing One Suite
A	507 & 515	30% Adjusted Gross Income	\$800	n/a
B	508 to 514		\$825	n/a
C	201 to 218 & 301 to 318		\$850	\$1,375
D	101 to 112 & 406 to 421 & 501 to 505		\$875	\$1,400
E	401,403,405 & 506		\$900	\$1,425
F	510			\$1,650

Total Accomodation Charge

("Room" Rent plus "Board" Service)

Description	Maximum Charge
Per Suite Charge	\$1,900
Couple sharing one suite (other than 510)	\$2,425 (/2=\$1,212.50 each)
Couple sharing one suite (510)	\$3,650 (/2=\$1,825.00 each)

Each Senior will be left with \$315 per month of disposable income

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Room 510 was created by combining both Room 509 and 510. It is a suite that is double the size of a normal room at Clearview Lodge (nearly 400 square feet). It is intended to be occupied by a couple. At this time, it will not be offered as an option for a single tenant. Per T-45 Residency Agreement,

11.6 Couples

If there are two Residents under this Agreement, and one passes away or permanently vacates CVL, this Agreement shall continue in full force and effect. The remaining Resident will be required to move to a single Suite within 3 months or thereafter as soon as one is available. *(Refer to 10.2)*

10.2 Internal Transfer:

TDHF reserves the right to transfer the Resident to another Suite within the Premises should it be determined that the transfer is necessary to more adequately meet the Resident’s care needs, for operational purposes or to accommodate a couple. *(Refer to 11.6)*

Therefore, it is possible for Room 510 to be designated for a couple and that if circumstances change, then the remaining resident would have three months to be moved via internal transfer to a single suite.

Board Service Charges

Room 510 is double the size of other rooms. Therefore, the Board Service Charge will be set at a rate of two Type B rooms (which 509 and 510 were). The rate is the same as if two residents occupied two Type B rooms.

Rent Calculation

Room 510 allows two residents that previously would have lived in two rooms to reside in the same (albeit oversized) room. Therefore, the rent calculation will be similar to that of two residents residing in two separate rooms. A couple’s income will be averaged and each resident will pay 30% of their annual income to a maximum of \$1,000 per month.

Total Maximum Rent and Board Service Charges

The maximum possible rental charge for Room 510 based on the above calculations is:

Resident #1 Rent Maximum	\$1,000
Resident #2 Rent Maximum	\$1,000
Board Package – Room 510	<u>\$1,650</u>
Total	<u>\$3,650</u>

While this figure may seem high, by way of comparison, two residents (with maximum rents) would pay \$3,650 (Type B), \$3,700 (Type C), and \$3,750 (Type D) for two separate units. As a result, it seems an appropriate amount for Room 510.



TABER & DISTRICT HOUSING

Provides individuals, families and seniors with affordable and caring accommodation.

Section: Tenant Administration	Date Board Approved: July 22, 2004
Subject: \$315 Rule & Lodge Rental Rates	Revision Dates: Mar 30/06, July 27/11; May 28/14; Aug 14/14
Department: Lodge	Policy Number: T - 25

Lodge Rental Rates & the \$315 Rule

\$315 Rule:

Schedule D of the Social Housing Accommodation Regulation requires that Management Bodies (such as TDHF) must ensure that each senior resident 65 years of age or older residing in lodge accommodation is left with at least **\$315** a month of disposable income to spend on personal needs after paying their monthly basic lodge rate.

Management Bodies may also wish to apply the **\$315** rule to residents under 65 years of age.

Therefore it is the Policy of Taber and District Housing Foundation that **ALL** Residents of the Lodge are left with **\$315** of Disposable Monthly income after paying their basic lodge rate.

Determining Income for \$315 Rule

In order for Taber and District Housing Foundation to determine that a resident is left with **\$315** disposable income after paying their monthly ****basic lodge rate**, residents will be asked to supply the following information:

- 1) Notice of Assessment (or Reassessment)
- 2) If for any reason, a Notice of Assessment is not available, the amount that is determined and verified by TDHF using the same income information that would have been used by the individual to report total income on line 150 of the Income Tax return.
- 3) Alternately when the Income Tax return is used, and once the Notice of Assessment is received, the Notice of Assessment will be compared to the Income Tax return and to be adjusted accordingly; however discrepancies in annual income (return vs assessment) of \$100 or less will not be adjusted.

**** Basic Lodge rate** is defined as: *Total Accommodation Charge (Room Rent plus Board Service Package) & does not include extra services.*

Calculation of \$315 Rule

Line 150 from the Notice of Assessment (or Reassessment) of the Income Tax Return filed by the resident for the year, less any federal or provincial tax payable, divided by 12, to establish a resident's total monthly income.

Dealing with Couples (\$315 rule)

Both individuals in the Couple relationship live in Lodge:



TABER & DISTRICT HOUSING

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Section: Tenant Administration	Date Board Approved: July 22, 2004
Subject: \$315 Rule & Lodge Rental Rates	Revision Dates: Mar 30/06, July 27/11; May 28/14; Aug 14/14
Department: Lodge	Policy Number: T - 25

When a couple lives in the same lodge, either in **individual units or in the same unit**, each spouses income will be to combined to determine their lodge rate and ensure that the couple is left with at least **\$630** per month disposable income rather than \$315 each.

Couples – one individual lives in the Lodge & one individual lives outside the Lodge:

With respect to couples, where one spouse lives in the lodge and the other lives outside the lodge, the incomes of the household cannot be combined. Only the income of the individual living in the lodge is to be considered and that resident must be left with a monthly disposable income of at least **\$315**.

Residents choosing to pay more:

Taber and District Housing Foundation has established that the following rooms are the TDHF benchmark for a 'Standard Room' Size:

Lodge Suite Type:	Standard Room Size Suite Numbers:
A	507 & 515
B	508 to 514
C	201 to 218 & 301 to 318

Residents have the choice of choosing an 'above standard' room. In these situations, residents have chosen an above standard room and agree to pay more or their families have agreed to pay the additional costs. In those situations, it is imperative that the resident file includes the proper documentation.

- **Resident pays the additional fee:** TDHF will have the resident sign a form indicating that the resident is willing to pay more for the above standard room.
- **Family pays the additional fee:** When the family agrees to pay the additional amount, TDHF will enter into 2 agreements; the first agreement being with the resident indicating the resident's lodge rate after factoring in the **\$315** rule. The second agreement being with the family acknowledging that the family is willing to pay the difference between the established lodge rate and the amount the resident is paying.

However, if the standard rooms are fully occupied, but there is a vacancy in an 'above standard' room, the senior will be offered the available room and will still extended a rental rate that ensures they are left with the full \$315 in guaranteed disposable income.

Circumstances under which a resident does not have to be left with \$315:

In the event that the resident chooses not to access all financial benefits available, such as pensions or the Guaranteed Income Supplement (GIS), or refuses to provide proper information, it will not be necessary to leave the resident with the monthly disposable income of **\$315**. Such will be documented.



Section: Tenant Administration	Date Board Approved: July 22, 2004
Subject: \$315 Rule & Lodge Rental Rates	Revision Dates: Mar 30/06, July 27/11; May 28/14; Aug 14/14
Department: Lodge	Policy Number: T - 25

Accommodation Fee (Rent / Board) & Optional Services:

Attached ***Schedule A*** – Schedule of Fees outlines the breakdown of the rental calculations for residents of the Lodge.

Setting Rental Portion of the Total Accommodation Charge:

As per Schedule D of the Social Housing Accommodation Regulation of the Alberta Housing Act:

The Lodge Room Rental portion of the Total Accommodation Charge is based on 30% the resident's total annual income as shown on line 150 of the Notice of Assessment of the household's income tax return filed by the individual under the Income Tax Act (Canada) for the immediately preceding taxation year less any federal and provincial taxes payable on that income, divided by 12.

If for any reason, a Notice of Assessment is not available, total annual income will be determined by using the income information that the senior has entered on an income tax return to arrive at the total annual income on line 150. Using this method TDHF may not be in a position to deduct any federal or provincial taxes a resident may have paid if they did file an income tax return.

Dealing with Couple situations:

- **Couple lives in the Lodge:** When a couple lives in the same lodge, either in **individual units or in the same unit**, each of the spouse's income will be combined to determine their lodge rate.
- **Couples: one lives in the lodge and the other lives outside the lodge:** With respect to couples, where one spouse lives in the lodge and the other lives outside the lodge, the incomes of the household cannot be combined. Only the income of the spouse living in the lodge is to be used.

Annual Rent Review and Income Verification: An annual rent review will be conducted. The new accommodation charge will be effective July 1st annually based on the preceding year's Notice of Assessment.

Determining the "Board" / Service Package: The rates charged for the Board / Service Package is reviewed regularly by the Board and are determined based on actual resident costs to TDHF.

References:

Management Body Handbook Section 5.3

Ltr: Feb 24/06, Robin Wigston, Alberta Seniors, Acting Assistant Deputy Minister

Social Housing Accommodation Regulation

Email dated May 14, 2014 from Greg Weadick, Acting Minister of Municipal Affairs

Housing Policy Directive – 001/2014 Monthly Disposable Income – Seniors Lodge Program

Email dated August 1, 2014 from Mike Leathwood, ADM, Housing Division (AMA)

Program Application Form Affordable Housing Energy Savings Program

Alberta Seniors and Housing, through the Climate Leadership Plan (CLP), is seeking applications for funding for energy audits and/or retrofits resulting in energy savings for affordable housing.

Funding Type Requested

(Select one or both):

☒ Project audit funding

☐ Project retrofit funding

Applicant Information

Organization Name	Taber + District Housing Foundation
Contact Name and Title	Tim Janzen, CAO
Primary Contact Number (format: XXX-XXX-XXXX)	403-223-2767 ext 7
E-mail Address:	timj@taberhsg.ca

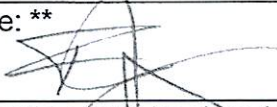
Project Information

Include information on the Audit Funding Requests and Retrofit Project Funding Requests excel spreadsheet provided with this application. List projects in order of priority.

Authorization

As the individual submitting this form, I have the authorization of the organization to submit this Application Form on its behalf.

☒ Yes ☐ No

Signature: ** 	Date: July 6, 2018
--	-----------------------

**All applications must be signed by the person with designated authority for the applicant's organization. Consultants may not apply on behalf of the applicant.

Submit completed application, no later than July 11, 2018, to Capital Program Branch (contact info below). Late or incomplete application forms will not be considered.

Tim Janzen

From: SH AHESP <SH.AHESP@gov.ab.ca>
Sent: Friday, July 06, 2018 3:32 PM
To: Tim Janzen
Subject: RE: AHESP application submission

Thanks, Tim.

This confirms receipt of your application. I will forward your spreadsheet to someone in our team to find out why some cells did not auto-populate.

Regards,

Connie Robinson, MRAIC CCCA
Project Coordinator, Capital Programs Branch
Alberta Seniors and Housing

Phone 780 422-8472
Connie.D.Robinson@gov.ab.ca

From: Tim Janzen <timj@taberhsg.ca>
Sent: July 6, 2018 2:58 PM
To: SH AHESP <SH.AHESP@gov.ab.ca>
Subject: [WARNING: UNSCANNABLE EXTRACTION FAILED]AHESP application submission

Please find attached the Application Form for project audit funding for Taber and District Housing Foundation. For whatever reason, not all of the property details came over with the Project number.

If you require any additional information, please do not hesitate to contact me.

From: copier@taberhsg.ca <copier@taberhsg.ca>
Sent: July 6, 2018 12:53 PM
To: Tim Janzen
Subject: Message from "CA01P146"

This E-mail was sent from "CA01P146" (Aficio MP C3002).

Scan Date: 07.06.2018 14:53:34 (-0400)
Queries to: copier@taberhsg.ca

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NEET PARTICIPANT AGREEMENT

THIS AGREEMENT (the "Agreement") dated the 9th day of July, 2018.

BETWEEN: **ALBERTA URBAN MUNICIPALITIES ASSOCIATION**, a society duly created under the laws of Alberta
(the "AUMA")

AND: **TABER AND DISTRICT HOUSING FOUNDATION**, a non-profit organization, duly incorporated according to the laws of Alberta
(the "Participant")

PROJECT: **Clearview Lodge**

WHEREAS:

- A. Energy Efficiency Alberta, a corporation established under the *Energy Efficiency Alberta Act, S.A. 2016, Chapter E-97* and the AUMA entered into an agreement, dated June 9, 2017 (the "NEET Agreement"), whereby Energy Efficiency Alberta agreed to provide AUMA with a grant (the "Grant") for the Municipal Climate Change Action Centre (the "MCCAC") to administer the Non-Profit Energy Efficiency Transition Program (the "NEET Program") to provide support to non-profit and volunteer-based organizations who own buildings or facilities in Alberta to obtain a NEET Detailed Energy Audit and a NEET Energy Management Plan;
- B. Based on the terms of the NEET Agreement, the unused balance of the Grant as of December 31, 2018 (or such later date as may be agreed upon) is to be returned by the AUMA to Energy Efficiency Alberta;
- D. The AUMA, through the MCCAC, has implemented the NEET Program which contemplates, among other things, the provision of funding initiatives to each participating non-profit organization within the Province of Alberta; and
- E. The Participant is agreeable to being eligible for the purposes of the NEET Program that deals with compensation for certain energy audit costs, as further detailed herein.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HERETO AGREES AS TO THE FOLLOWING:

1. DEFINITIONS AND SCHEDULES

- 1.1. In this Agreement, the following terms shall have the following meanings:

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July 10/2018

- a. **“Agreement”** or **“NEET Participant Agreement”** means this MCCAC NEET Participation Agreement and Schedules appended hereto;
- b. **“ASHRAE”** means the American Society of Heating, Refrigerating and Air-Conditioning Engineers;
- c. **“AUMA”** means the Alberta Urban Municipalities Association;
- d. **“Consultant”** means any third party contracted by the Participant after the completion of the NEET Program to implement any of the recommended Energy Conservation Measures (**“ECMs”**);
- e. **“Contractor”** means the qualified professional energy auditing firm contracted by the MCCAC for their services to deliver Detailed Energy Audits and Energy Management Plans (**“EMPs”**) for the NEET Program;
- f. **“ECMs”** are the Energy Conservation Measures suggested in the final Detailed Energy Audit by the Contractor;
- g. **“Energy Efficiency Alberta”** means the corporation established under Section 2 of the *Energy Efficiency Alberta Act*, SA 2016 C E-9.7 as referenced in recital A, above;
- h. **“EOI”** is the Expression of Interest form for the NEET Program created by the MCCAC, as amended from time to time by the MCCAC to be completed by the participant as set forth in Section 2.1 hereof;
- i. **“Facility Walkthrough”** means the event during which the Contractor will meet the Participant at the designated NEET Program building or facility and be provided access to all areas of the building or facility required to complete a preliminary assessment as deemed necessary by the Contractor;
- j. **“Funding Contribution”** means the amount, as set forth in Schedule “A”, that the AUMA will pay to the Contractor for the NEET Detailed Energy Audit and NEET Energy Management Plan as part of the NEET Project, as verified and/or adjusted according to all completion documentation;
- k. **“Grant”** has the meaning set forth in recital A. above;
- l. **“MCCAC”** means the Municipal Climate Change Action Centre as referenced in recital A. above;
- m. **“NEET”** means Non-profit Energy Efficiency Transition;
- n. **“NEET Detailed Energy Audit”** means the ASHRAE Level 2 equivalent energy audit that complies with all requirements described in the NEET Detailed Energy Audit Requirements (**“DEAR”**) document, as amended from time to time by the MCCAC;

- o. **“NEET Detailed Energy Audit Requirements”** or **“NEET DEAR”** means the guide developed by the MCCAC, as it may be amended from time to time, to be used and referred to by the Contractor in the course of completing the NEET Detailed Energy Audit for the Participant;
- p. **“NEET Energy Management Plan”** or **“NEET EMP”** means the custom guidance document that will support the NEET Participant in planning and decision-making with respect to the implementation of opportunities identified in the NEET Detailed Energy Audit.
- q. **“NEET Energy Management Plan Guidelines”** means the guide developed by the MCCAC, as it may be amended from time to time, to be used and referred to by the Contractor in the course of completing the NEET EMP for the Participant;
- r. **“NEET Energy Management Plan Input Form”** or **“NEET EMP Input Form”** means the form used to collect relevant information on the Participant’s priorities and perspectives to enable the development of a custom and relevant 3-5 year NEET EMP;
- s. **“NEET Debrief Meeting”** or **“Debrief Meeting”** means the in person, phone, or webinar meeting between the Contractor and Participant to review the NEET Detailed Energy Audit and NEET EMP results;
- t. **“NEET Guidebook”** means the guide developed by the MCCAC, as it may be amended from time to time, to be used and followed by the Participant regarding eligibility requirements, financial incentives, and program participation processes;
- u. **“NEET Program”** means the provincially funded program that provides support to community non-profit organizations that own buildings or facilities in Alberta to obtain detailed energy audits and 3-5 year NEET EMPs as referenced in recital A. above;
- v. **“NEET Project”** or **“Project”** describes all activities required for the completion of the NEET Detailed Energy Audit and NEET EMP for the building(s) or facility(s) for which the Participant is seeking a Funding Contribution from the MCCAC;
- w. **“Participant”** means the non-profit or volunteer-based organization selected by MCCAC to participate in the NEET Program;
- x. **“Participant Contribution”** means the amount, if any, as set forth in Schedule “A”, that the Participant will pay to the Contractor for the NEET Detailed Energy Audit and NEET EMP as part of the NEET Project, as verified and/or adjusted according to all completion documentation;
- y. **“Project Completion Statement”** has the meaning set forth in Section 6 and attached hereto as Schedule “B”; and

z. “Term” has the meaning set forth in Section 7 hereof.

- 1.2. The Schedules appended to this Agreement are as follows and shall form an integral part of this Agreement:

Schedule “A”	Funding Contribution
Schedule “B”	Project Completion Statement

2. EXPRESSION OF INTEREST (EOI)

- 2.1. In order to initiate any potential for funding through the NEET Program, the Participant must duly complete, and submit to the MCCAC, an EOI in relation to the building or facility. For greater clarity, a separate EOI is required for each separate building or facility. The Participant represents all information provided in the EOI is true and accurate and the AUMA is relying on the EOI in determining the Participant’s ability to participate in the NEET Program.

3. NEET PARTICIPATION

The Participant agrees, or where applicable confirms that upon completion of the EOI in relation to the Project, that:

- 3.1. The Participant agrees that its participation in the NEET Program is made in good faith and that it meets each of the eligibility requirements of the NEET Program and is in good standing. All information provided by the Participant for the purpose of participation in the NEET Program is complete, accurate and true at the time it was submitted to MCCAC. If after its submission, the Participant becomes aware of any change to the information submitted, it will immediately notify MCCAC in writing of all such changes;
- 3.2. The Participant agrees to a scheduled date for the Facility Walkthrough where the Participant will be available to provide full access to all required areas of the building or facility (including mechanical rooms and rooftop) and any relevant utility consumption data to support the NEET Detailed Energy Audit;
- 3.3. The Participant agrees to respond to all inquiries from the Contractor or the MCCAC in a reasonable amount of time and in any event no less than four (4) business days;
- 3.4. During the Facility Walkthrough, the Contractor will also interview the Participant to complete the NEET EMP Input Form in order to collect relevant information that will inform the development of the NEET EMP;
- 3.5. The Participant will respond to the Contractor’s Debrief Meeting request within fourteen (14) calendar days. If the Participant does not respond within fourteen (14) calendar days from the first request, then the Participant agrees it will forfeit the right to any Debrief Meeting, no additional work will be completed on the Project, and the project completion

criteria as described in Section 6 will be applied. During the Debrief Meeting, the Contractor will walk the Participant through the results of the NEET Detailed Energy Audit, and will provide the Participant an opportunity to ask questions and provide feedback;

- 3.6. After making any required amendments, the Contractor will issue the final version of the NEET Detailed Energy Audit and NEET EMP to the Participant and the MCCAC;
- 3.7. The Participant provides consent to the MCCAC to use any data and information related to the NEET Project for reporting and other purposes, including to showcase key aspects of the NEET Project on public MCCAC materials.

4. LIABILITY OF CONTRACTOR NOT AUMA OR MCCAC

- 4.1. The Participant agrees or, where applicable, confirms, that upon receipt of the executed Agreement that:
 - a. The Contractor will not be under the AUMA's care and control and accordingly, the AUMA is not, and shall not be, responsible in any way for any acts or omissions of the Contractor and the AUMA hereby disclaims any responsibility or liability in relation thereto;
 - b. While the MCCAC will strive to support high quality NEET Detailed Energy Audits and NEET EMPs, the Participant agrees that ultimately the Consultant and Participant are responsible for the accuracy and applicability of all information, results, and recommendations provided by the NEET Detailed Energy Audit and NEET EMP. Neither the MCCAC nor the AUMA are liable for any recommendation or the future implementation of any recommendation by the Contractor or other Consultants;
 - c. The Participant agrees that any agreements or arrangements between the Participant and the Contractor beyond the scope of the NEET Project shall be at the Participant's sole risk and the Participant shall be solely responsible to pay all amounts owing to the Contractor;
 - d. The Participant agrees that any future work completed to implement recommendations (design, selection, installation, and operation of equipment) related to the Project through a Consultant or otherwise, are the sole responsibility of the Participant.

5. FUNDING DISBURSEMENT

- 5.1. The AUMA agrees to pay 100% of the direct costs for the NEET Detailed Energy Audit and NEET EMP to the applicable Contractor for eligible participants up to a maximum of \$12,000 per organization subject to Section 8 hereof, provided that:

- a. The AUMA is satisfied that the nature of the NEET Detailed Energy Audit and NEET EMP implemented as part of the Project are completed consistent with the NEET Detailed Energy Audit Requirements and NEET EMP ;
- b. All remaining costs exceeding \$12,000 for the NEET Detailed Energy Audit and NEET EMP will be paid directly by the Participant to the Contractor and proof of payment will be provided to the MCCAC within thirty (30) days of being issued an invoice by the Contractor following project completion;
- c. All requirements for verification and completion of the Project, as described in Sections 6 are satisfied.

6. PROJECT COMPLETION

- 6.1. If the total project cost is less than or equal to \$12,000, the Participant agrees that the Project is complete upon receiving the NEET Detailed Energy Audit and NEET EMP and completing the Debrief Meeting. The Participant agrees that if it forfeits the right to a Debrief Meeting as described in Section 3.5, the Project is deemed complete.
- 6.2. If the total project cost is greater than \$12,000, the Participant agrees to provide the MCCAC the following documentation within thirty (30) calendar days of receiving the Project Completion Statement from MCCAC staff:
 - a. A copy of the invoice for all costs exceeding \$12,000 and proof of payment in full by the Participant; and
 - b. A signed Project Completion Statement. By signing the Project Completion Statement, the Participant accepts the Project as complete with all associated content and costs as final;
 - c. If the Participant fails to provide a signed Project Completion Statement within thirty (30) calendar days and the Contractor provides MCCAC with confirmation of payment for invoices above \$12,000, the Project is considered complete.
- 6.3. When the Project is either complete or deemed complete according to the criteria outlined in Section 6 herein, the Participant is not able to request any additional work related to the Project.

7. TERM AND TERMINATION OF THE AGREEMENT

- 7.1. Subject to the rights of termination contained herein, the term of this Agreement shall commence on the date hereof and shall end by October 31, 2018.
- 7.2. AUMA may terminate this Agreement without penalty or liability upon giving the Participant ten (10) business days written notice of such termination if:
 - a. the Participant has breached any of its obligations under this Agreement or failed to meet the eligibility requirements of the NEET Program and such breaches or

6.5.5

failure have not been fully remedied to the sole satisfaction of AUMA, within the ten (10) business day notice period.

- b. the Participant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with any of its creditors;

and such termination shall be without limitation to any other rights of AUMA contained herein or at common law.

8. CONDITIONS OF PAYMENT AND DISCLAIMER OF LIABILITY

- 8.1. Notwithstanding anything contained herein, all funding and payment obligations of the AUMA contained herein are subject to, and conditional upon, there being a sufficient amount of monies from the Grant available for such distribution and payment. Upon execution of this Agreement and confirmation from the Participant of the scope of the NEET Detailed Energy Audit and NEET EMP, the AUMA will endeavour to hold in reserve adequate funds to meet the funding obligations contained herein. However, there may arise events or conditions beyond its control that prevent the AUMA from meeting these funding obligations. If, at the time monies are to be distributed, there are no further amounts of the Grant available for distribution, then the AUMA shall not be required to make its payment obligations stated herein. The Participant acknowledges its understanding that there are limited funds available which may affect its compensation entitlements and that time is of the essence.
- 8.2. Notwithstanding anything contained herein, the AUMA hereby expressly disclaims liability to the Participant except as specifically contracted for herein and for greater clarity, the AUMA cannot guarantee the reliability or comprehensiveness of any information provided by MCCAC, the AUMA, or the Contractor in relation to the Project pursuant to the terms of this Agreement or otherwise. The AUMA believes its information to be accurate and reliable but cautions that there is always new technology and information concerning energy efficiency. Accordingly, the AUMA is providing all information as general information only with no warranty or representation as to its comprehensiveness or accuracy. It is not intended to be, nor shall it be used as, a substitute for specific advice from qualified professionals.

9. GENERAL PROVISIONS

- 9.1. Notices. Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed received one (1) business day after having been faxed, or four (4) business days after having been mailed by prepaid, registered or certified mail, return receipt requested, to the following addresses:

AUMA:	c/o MCCAC	Participant:	Taber and District Housing Foundation
	<u>#300, 8616 – 51 Avenue,</u>		<u>4730 – 50 Avenue,</u>
	<u>Edmonton, Alberta</u>		<u>Taber, Alberta</u>

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- 9.2. MCCAC Not A Separate Entity. For clarity, all references and entitlements to, and obligations of the MCCAC herein are the entitlements and obligations of AUMA, since the MCCAC is not a separate legal entity. However, the MCCAC is specifically referred to herein in light of its specific operational mandate and for clarity to the Participant as to the point of contact.
- 9.3. Independent Contractors. It is expressly agreed between the parties hereto that the AUMA and the Participant are contracting as separate entities and neither are agents or legal representatives of any other for any purpose whatsoever nor shall either one of them represent itself as having any power to any way bind or obligate the other party or to assume or create any expressed or implied obligation or responsibility on behalf of the other party.
- 9.4. Currency. All dollar amounts in this Agreement are expressed in Canadian funds.
- 9.5. Time of Essence. Time shall be of the essence of this Agreement.
- 9.6. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior representations, understandings and agreements, written or oral.
- 9.7. Counterparts. This Agreement may be executed in counterparts and a facsimile or portable document format signature shall be deemed an original, and all counterparts shall be construed together as one agreement.
- 9.8. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party.
- 9.9. Severability. Each provision of this Agreement is hereby declared to be separate, severable and distinct. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected thereby and shall be applied and construed as if such invalid, illegal or unenforceable provision had been omitted unless such provision or provisions are so material that its or their invalidity, illegality or unenforceability would materially change the transactions contemplated hereby so as to make them unreasonable and contrary to the intentions of the parties.
- 9.10. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 9.11. Governing Law. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above.

**ALBERTA URBAN MUNICIPALITIES
ASSOCIATION**

Per : _____
Name:
Title:

**TABER AND DISTRICT HOUSING
FOUNDATION**

Per:  _____
Name: TIM JANZEN
Title: Chief Administrative Officer

Per : _____
Name:
Title:

Per:  _____
Name: Rosanne Horvocks
Title: Board Chair

SCHEDULE "A"
FUNDING CONTRIBUTION

Funding contributions will be made in accordance with the terms and conditions described in the NEET Guidebook.

In Summary:

1. The AUMA will through the Grant, providing sufficient funds are available, fund ONE HUNDRED (100%) PERCENT of the direct costs for Detailed Energy Audits and EMPs for eligible participants up to a maximum of TWELVE THOUSAND (\$12,000) DOLLARS per Participant.

Organization Information

Organization Name:	<u>Taber and District Housing Foundation</u>
Incorporated Act:	<u>Societies Act of Alberta</u>
Corporate Access Number:	<u>508904687</u>

Audit Information

Facility Name:	<u>Clearview Lodge</u>
Facility Address:	<u>4730 – 50 Avenue, Taber, AB T1G 1N6</u>
Facility Size (m ²):	<u>3,200 m²</u>
Contractor:	<u>3D Energy</u>
Debrief Meeting Location:	<u>Remote Debrief Meeting</u>

Cost Information

Quoted NEET Energy Audit and EMP Price:	<u>\$11,260.00</u>
Amount Covered by AUMA:	<u>\$11,260.00</u>
Amount to be Paid by Participant to Contractor:	<u>\$0</u>

**ALBERTA URBAN MUNICIPALITIES
ASSOCIATION**

Per : _____
Name: _____
Title: _____

**TABER AND DISTRICT HOUSING
FOUNDATION**

Per:  _____
Name: TIM JANZEN
Title: Chief Administrative Officer

Per : _____
Name: _____
Title: _____

Per:  _____
Name: Rosanne Horrocks
Title: Board Chair

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SCHEDULE "B"
PROJECT COMPLETION STATEMENT

As per the attached:

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SCHEDULE "B"
NEET PROJECT COMPLETION STATEMENT

This Project Completion Statement outlines and confirms the completion of the detailed energy audit and energy management plan (EMP) implemented through the NEET program. Numbers in the Project Completion Statement are final and are based off of the detailed invoices provided for the project.

Participant Information

Organization: _____
Name: _____ **Position:** _____
Phone: _____ **Email:** _____

Project Details

Facility Name: _____
Energy Consultant: _____
Project Cost: \$ _____
MCCAC Contribution: \$ _____
Participant Contribution: \$ _____

Please select one of the following:

- ☐ The total project cost is less than or equal to \$12,000
- ☐ The total project cost is greater than \$12,000.
 - Please submit a copy of all applicable invoices and confirmation of payment (e.g. cheque copy or electronic funds transfer payment advice) to contact@mccac.ca

The Participant agrees that the above information is accurate, complete, on the _____ day of _____, 2017.

**ALBERTA URBAN MUNICIPALITIES
ASSOCIATION**

Per :

Name:
Title:

Per :

Name:
Title:

PARTICIPANT NAME

Per :

Name:
Title:

Per :

Name:
Title: