

**AGENDA
CLEAR HILLS COUNTY
POLICY & PRIORITY COUNCIL MEETING
TUESDAY, AUGUST 6, 2024**

The Policy & Priority meeting of the Council for Clear Hills County will be held on Tuesday, August 6, 2024, commencing at **9:30 a.m.** in the Clear Hills County Council Chambers, 313 Alberta Ave, Worsley Alberta.

1. CALL TO ORDER

2. AGENDA

3. DELEGATIONS:

4. NEW BUSINESS

a. COUNCIL

1. Clean Energy Improvement Program.....2
2. North Peace Housing Foundation – Member at Large 37
3. Wildlife Damage Compensation Program - Coyote 69
4. Long Service Award Policy 71

4. ADJOURNMENT

Clear Hills County

Request For Decision (RFD)

Meeting:	Policy & Priority Meeting
Meeting Date:	August 6, 2024
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Clean Energy Improvement Program
File:	11-02-03

DESCRIPTION:

Council requested a discussion regarding the Clean Energy Improvement Program.

BACKGROUND:

C337-24(6-11-24) RESOLUTION by Councillor Hansen to table the discussion regarding the Clean Energy Improvement Program until a future Policy & Priority Meeting. CARRIED.

ATTACHMENTS:

June 11, 2024 RFD - Clean Energy Improvement Program

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO: 
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Clear Hills County

Request For Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	June 11, 2024
Originated By:	Councillor Susan Hansen
Title:	The Clean Energy Improvement Program
File:	11-02-02

DESCRIPTION:

Councillor Hansen requested a discussion regarding the Clean Energy Improvement Program.

ATTACHMENT:

City of Grande Prairie - Clean Energy Improvement Program Terms and Conditions
Clean Energy Improvement Program Overview

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO:	
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**City of Grande Prairie
Clean Energy Improvement Program
Terms and Conditions: Residential Property**

Last updated: April 24, 2023

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1 Definitions

In these CEIP Terms and Conditions, the following terms shall have the following meanings:

"Act" means the Municipal Government Act, R.S.A. 2000, c. M-26, as amended from time to time.

"Alberta Municipalities" or "Program Administrator" means the designated program administrator for the Clean Energy Improvement Program.

"Business Day" means any day except Saturday, Sunday, or statutory holidays in the Province of Alberta.

"Bylaw" means the City of Grande Prairie Clean Energy Improvement Tax Bylaw (Bylaw C-1439).

"Capital Cost" means the cost to purchase and install the Upgrade, but does not include Professional Service costs or Incidental Costs;

"CEIP" or "Program" means the Clean Energy Improvement Program administered by Alberta Municipalities.

"CEIP Terms and Conditions" or "Program Terms and Conditions" means these terms and conditions.

"Change Order" means a record of change, including any addition, modification or deletion to the Project or the Completion Date or the replacement of a supplier or proposed subcontractor which results in a material change to the Project or Project Cost. Any Change Order must be approved by Alberta Municipalities and the Municipality.

"Clean Energy Improvement Agreement" means the agreement signed between the Participant and the Municipality which sets out the terms and conditions of the Program participation and Project financing.

"Clean Energy Improvement Tax" means the sum of all Eligible Costs approved by Alberta Municipalities and the Municipality for each Upgrade, the Program Administration Fee, and the interest, that is recorded on the Participant's property tax roll for repayment;

"Commencement Date" means the date of issue of the Installation Authorization Notice.

"Completion Date" means the date when the Project has reached Substantial Performance.

"Contractor Directory" means a list of Qualified Contractors that is established and maintained on the CEIP website.

"Eligible Cost" means a cost eligible for financing under the Program as outlined in Section 7.1 and includes the Capital Costs, Incidental Costs, and Professional Service costs for the Project.

"Incidental Cost" means an amount expended on preparation or upgrading of the Property that

is incidental to the Upgrade but required for successful execution.

“Installation Authorization Notice” means the notification provided by Alberta Municipalities to the Participant and the Qualified Contractor to authorize the start of Upgrade installations.

“Municipality” means the City of Grande Prairie.

“EnerGuide Home Evaluation” means an energy audit adhering to either pre- or post-Project version 15 EnerGuide Home Energy Evaluation specifications performed by a registered NRCan Energy Advisor.

“NRCan Energy Advisor” means a person who has met and maintained all of the required qualifications to deliver EnerGuide rating services for eligible homes in Canada.

“NRCan” means Natural Resources Canada.

“Participant” is any and all Property Owners who applied to the Program and meet the Program eligibility requirements.

“Pre-Qualification Form” means the form completed and submitted by the Property Owner to enter the Program.

“Primary Qualified Contractor” is the Qualified Contractor who is leading the installation of the Upgrade/s and is the Qualified Contractor responsible for the execution of the Project Agreement.

“Professional Service” means a service provided by a professional with specialized education or training, including engineering studies, ASHRAE audits, NRCan certified home energy evaluations, feasibility studies, or related studies, but exempting installation of the Upgrade or Incidental Costs.

“Project” means the installation of Upgrades at the Participant’s Property by the Qualified Contractor(s) and any associated Services, as detailed in the Project Application Form.

“Project Agreement” means the agreement between Alberta Municipalities, a Qualified Contractor leading the installation of the Upgrade(s) and/or Incidental Work (the “Primary Qualified Contractor”) and the Property Owner, which defines the scope of the Project and sets out the terms relating to the Qualified Contractor’s installation of the Upgrades and/or Incidental Work.

“Project Application Form” means the form completed and submitted by the Participant after receiving pre-qualification approval, which lists the proposed Upgrades and Project Cost.

“Project Cost” means the sum of all costs for a Project.

“Property” means the residential land and premises where the Project is located.

"Property Owner" means the individual(s) or legal entity(ies) that is the registered owner(s) of the Property where the Upgrades are to be installed.

"Qualified Contractor" has the definition as set out in the [Clean Energy Improvements Regulation, Alta Reg 212/2018](#), and must be listed in the Contractor Directory on the CEIP website.

"Regulations" means the regulations made under the Act with respect to Clean Energy Improvements including the Clean Energy Improvements Regulation, Alta Reg 212/2018.

"Services" means all work for the purposes of the Program, including but not limited to Upgrade installations, Incidental Work, compliance processes, feasibility and engineering studies, energy audits, and EnerGuide Home Evaluations provided by a Qualified Contractor.

"Substantial Performance" means the date on which all required approvals of public authorities having jurisdiction over the Upgrade have been obtained and the Upgrade is ready for use or is being used for its intended purpose.

"Supporting Documentation" means any documentation required by Alberta Municipalities to be submitted for each Upgrade, as specified on the [Eligible Residential CEIP Upgrades](#) pages on the Program website.

"Upgrade" or "Clean Energy Improvement" means an energy efficiency or renewable energy product or installation that meets minimum eligibility requirements listed on the Program website and is included in the eligible upgrades on the [Eligible Residential CEIP Upgrades](#) pages eligible upgrades list found on the Program website.

"Upgrade Completion Form" means the form completed and submitted by the Participant to Alberta Municipalities, once an Upgrade has reached Substantial Performance, which lists the Upgrades installed and confirms the Eligible Costs.

"Upgrade Eligibility Requirements" means eligibility requirements, including Supporting Documentation required for each Upgrade, as specified on the Program website.

"WCB" or "WCB-Alberta" means the Workers' Compensation Board of Alberta.

2 Background

The Clean Energy Improvement Program (CEIP) is a financing program that makes energy efficiency and renewable energy Upgrades more accessible to residential property owners. CEIP is administered by the Alberta Municipal Services Corporation. CEIP allows property owners to access financing through their municipality to install eligible Upgrades on their property. Repayment is facilitated through an added charge to the Property Owner's regular property tax bill.

An Act to Enable Clean Energy Improvements, SA 2018, c 6 was passed on June 6, 2018. This Act authorizes certain amendments to the *Municipal Government Act, RSA 2000, c M-26* that allow municipalities to pass a clean energy improvements tax bylaw and make a borrowing to finance Projects and recover costs through the municipal property tax system. The attendant regulation (*Clean Energy Improvements Regulation, Alta Reg 212/2018*) came into force on January 1, 2019. Alberta Municipalities is the provincial administrator of the CEIP.

City of Grande Prairie passed the Clean Energy Improvement Tax Bylaw (C-1439) on August 23, 2021. This bylaw enables and governs the implementation of the Clean Energy Improvement Program in Grande Prairie.

This document outlines the Municipality's terms and conditions for residential Property Owner participation in CEIP.

3 Participant and Property Eligibility

3.1 Participant Eligibility

- a. The Participant must be the current legal owner of a property located in the Municipality.
- b. The Participant must be current on property tax payments. If the Participant has held tax arrears in the Municipality during the five consecutive year period prior to the date of the Pre-Qualification Form submission, they will be deemed ineligible for the Program. Where a Participant owned a residence outside the Municipality during that five consecutive year period, similar confirmation of positive tax payment history from the previous municipality may be required.
 - i. Participants that do not have a five consecutive year property tax history may be subject to an enhanced financial eligibility review by the Municipality.
- c. The Participant must attest they are current on any outstanding property-secured debt associated with the Property on the Pre-Qualification Form and may be required to submit a letter from their financial institution confirming this.
- d. If a mortgage is on the Property the Participant bears sole responsibility to obtain consent from their mortgage lender to participate in the Program if required by their mortgage lender. Failure to obtain consent from all mortgage lender(s) could result in the Participant breaching a mortgage obligation with the lender, and Alberta Municipalities and the Municipality are not responsible or liable to the mortgage lender, the Participant nor any other party, and the Participant will indemnify and hold harmless Alberta Municipalities and the Municipality in any such circumstances.
- e. If a mortgage is on the Property, and the mortgage amount exceeds the assessed value of the home, the Municipality reserves the right to reject participation in the Program.
- f. The Participant must not be in bankruptcy (or insolvency).

- g. The Participant must be in good standing with the Municipality. The Municipality reserves the right to define what good standing entails, and this includes, but is not limited to:
 - i. The Participant must have never been in collections for a property in the Municipality.
 - ii. If the Participant has any current or previous enforcement, compliance, licensing, legal, or other issues with the Municipality they may be deemed ineligible.
- h. If the Participant is currently enrolled in either the Government of Alberta [Seniors Property Tax Deferral Program](#) or [Seniors Home Adaptation and Repair Program](#), the Participant must notify the Government of Alberta of their intention to participate in CEIP, prior to submitting a CEIP Pre-Qualification Form. Participation in CEIP may impact eligibility to participate in the Government of Alberta Seniors Property Tax Deferral Program or Seniors Home Adaptation and Repair Program. For more information, contact the [Alberta Supports Contact Centre](#) at 1 (877) 644 - 9992.
- i. The Participant must meet any additional eligibility criteria as identified by the Municipality or Alberta Municipalities.

3.2 Property Eligibility

- a. The Property must be located within the boundaries of the Municipality.
- b. The Property must be insured. A minimum of \$1,000,000 in personal liability insurance must be included in the insurance policy.
- c. Residential properties are eligible if they meet the following criteria:
 - i. classified as a low-rise residential property, i.e., detached or semi-detached home; row housing or town house; or multi-unit residential buildings with three stories or fewer, and not more than 600m² in building area; and
 - ii. lawfully occupied as a residence at the time of Pre-Qualification Form submission.
- d. If a Property is in a building that includes common property or shared facilities, and the Project will impact or affect the common property or shared facilities, written approval of the owner of the building or governing body of the common property or shared facilities (e.g., condominium board) is required to be eligible.
- e. The Property must not be in foreclosure.

3.3 Ineligible Properties

While not an exhaustive list, the following properties are ineligible for the Program.

- a. Non-residential buildings, farmland, or multi-unit residential buildings having four or more stories and over 600m² of building area.
- b. Federal, provincial, or municipally owned properties.
- c. New construction homes as defined by NRCan standards.¹
- d. Designated industrial properties as defined in the Act.
- e. Designated manufactured homes as defined in the Act.
- f. Property assessed as Class - 4 (machinery and equipment) under the Act.

3.4 Eligibility updates

Alberta Municipalities and the Municipality have the right to amend the list of ineligible properties, or these terms and conditions at any time and notification of any amendments will be

¹ NRCan defines new residential buildings as those that are no more than six (6) months old following the date of first occupancy ([NRCan ENERGY STAR for New Homes Standard](#)).

located on the CEIP website. Alberta Municipalities and the Municipality reserve the right to change, at any time, the upgrades that may be eligible under the Program without any notice or liability.

4 Upgrade Eligibility Requirements

4.1 Eligible Upgrades

For Upgrades to be eligible for financing, they must meet the following criteria:

- a. The Upgrade must increase the energy efficiency or use of renewable energy on the Property.
- b. The Upgrade must be installed by a Qualified Contractor.
- c. The total Capital Costs of the Project must be greater than or equal to \$3,000.00.
- d. The Upgrade must be listed as an eligible Upgrade on the [CEIP website](#) at the time of submission of the Project Application Form.
- e. The Upgrade must meet all eligibility requirements described on the CEIP website at the time of submission of the Project Application Form.
- f. All Upgrades must be new, installed, and operational. Upgrades that are used, refurbished, or rebuilt are not eligible.
- g. All Upgrades must meet the Canadian Certification Standards, as outlined by the Standards Council Canada, for product approval, or equivalent certification by an applicable certification body².
- h. *Upgrades must have a manufacturer's warranty period that is consistent with the industry standard³. The minimum manufacturer warranty period for Upgrades is the greater of one year or the required warranty period listed in the Eligible Residential CEIP Upgrades pages on the [CEIP website](#).*
- i. Upgrades must have a one-year minimum warranty provided by the Qualified Contractor for defects in materials and labour.
- j. Upgrades must have a warranty that is transferrable to subsequent owners of the Property.
- k. Participants will not remove any installed Upgrades before their expected lifetime unless the Upgrade fails. The Participant agrees not to move, remove, tamper with, disable or damage any Upgrade.

4.2 Ineligible Upgrades

The following list includes the types of upgrades, services and products that are deemed ineligible for financing:

- a. Health and safety improvements not directly related to or otherwise incorporated into the Project.
- b. Any upgrades that are in the process of being installed or have already been installed prior to approval of the Pre-Qualification Form, Project Application Form and signing of the Clean Energy Improvement Agreement and Project Agreement (i.e., financing cannot be applied retroactively).
- c. Any upgrades not permanently affixed to the property (e.g., plug-in appliances).

² For example, Underwriters Laboratories of Canada (ULC), Electrical Testing Labs (ETL), and Canada Standards Association (CSA).

³ For example, industry standard warranty is 25 years for solar panels. The Qualified Contractor will provide the Participant with warranty information specific to the upgrade.

- i. Have a valid pre-qualification approval from Alberta Municipalities for the same Property listed on the Application Form.
- ii. Have an EnerGuide Home Evaluation completed by a registered NRCan Energy Advisor.
 - i. The NRCan Energy Advisor must be registered with a service organization listed on the Contractor Directory on the [CEIP website](#).
 - ii. The Participant must pay for the EnerGuide Home Evaluation out of pocket as this service is not eligible for CEIP financing.
 - iii. Participants who completed a pre-Project EnerGuide Home Evaluation on or after April 1, 2020, and have not completed any upgrades on the Property since this time, are not required to complete a new evaluation.
- iii. Receive a quote for the cost of the Upgrade equipment and installation from a Qualified Contractor listed on the [CEIP website](#).
 - i. The Participant must submit Upgrade specification documentation from the Qualified Contractor and any other Supporting Documentation listed on the [CEIP website](#).
 - iv. Receive written approval from the condominium board or owner(s) of the building if the Property is a unit in a condominium plan under the Condominium Property Act or is in a building of less than five units that includes common property or shared facilities, and the Project will impact common property or shared facilities in the building.
- b. The Participant must complete and submit the Project Application Form and required Supporting Documentation to Alberta Municipalities.
- c. All Property Owners on title must sign the Project Application Form.

5.3 Program Agreements

- a. Once a Project Application Form is approved, Alberta Municipalities will provide the Participant with the Clean Energy Improvement Agreement and Project Agreement for their Project.
 - i. Alberta Municipalities will schedule a time with the Property Owner to review the Clean Energy Improvement Agreement and ensure the Property Owner understands the terms and conditions of the Agreement.
 - ii. All Property Owners on title and the Municipality must sign the Clean Energy Improvement Agreement.
 - iii. All Property Owners on title, Alberta Municipalities, and the Primary Qualified Contractor, must sign the Project Agreement. If multiple Primary Qualified Contractors are completing different Upgrades, a separate Project Agreement must be signed with each Primary Qualified Contractor.
 - iv. The Municipality will facilitate the execution of the Clean Energy Improvement Agreement and Alberta Municipalities will facilitate the execution of the Project Agreement.
- b. Once the Clean Energy Improvement Agreement and Project Agreement are executed, Alberta Municipalities will:
 - i. Provide copies of executed agreements to the signatories.
 - ii. Provide an Installation Authorization Notice to the Participant and the Primary Qualified Contractor(s) indicating the Project may commence. Alberta Municipalities will include a copy of the Upgrade Completion Form that the Participant must complete and submit once Upgrades reach Substantial Performance.

5.4 Deposit Payments

- a. If requested by the Qualified Contractor, the Municipality allows a maximum of 25% of the Upgrades costs to be advanced to the Qualified Contractor as a deposit payment.
- b. The Participant must request the deposit payment and the amount in the Project Application Form.
- c. The Participant must submit an invoice for the deposit payment from the Qualified Contractor with the Project Application Form.
- d. Payment of the deposit payment to the Qualified Contractor will be made in accordance with Section 7.2 (Payment).

5.5 Upgrade Installation

- a. Upgrade installation may only commence after:
 - i. the Clean Energy Improvement Agreement and Project Agreement have been executed; and
 - ii. the Installation Authorization Notice has been provided to the Participant and Primary Qualified Contractor by Alberta Municipalities.
- b. All Upgrades must be installed within six (6) months of the Commencement Date.
 - i. Requests for extensions will only be considered under extenuating circumstances.
 - ii. The extension request must be submitted to Alberta Municipalities in writing and requests will be approved or denied only at the discretion of Alberta Municipalities and the Municipality.

5.6 Upgrade Completion

- a. Once an Upgrade has been installed, the Participant must submit an Upgrade Completion Form to Alberta Municipalities within three (3) business days of the Upgrade reaching Substantial Performance.
- b. A separate Upgrade Completion Form must be submitted for each Upgrade if the Upgrades reach Substantial Performance at different times.
- c. The Participant must submit all required Supporting Documentation with the Upgrade Completion Form, including but not limited to:
 - i. Itemized invoice from the Qualified Contractor detailing all costs associated with the Upgrade installation.
 - ii. Product specification sheets that show the Upgrade meets all specific Upgrade Eligibility Requirements.
- d. Additional Project costs:
 - i. If at least one Upgrade with a Capital Cost of \$3,000.00 or greater has been installed and reached Substantial Performance, the Participant may include an Incidental Cost, Professional Service Cost, or deposit payment request associated with the Upgrade installed on the Upgrade Completion Form.
 - ii. Proof of payment for any Incidental Cost, Professional Service Cost, or deposit payment request associated with the Upgrade installed must be included if the Participant is requesting reimbursement. Proof of payment includes copies of receipts that clearly show payment has been made.
 - iii. Itemized invoices from a Qualified Contractor must be submitted for each Professional Service Cost and Incidental Cost if the cost is being submitted for financing under the Program.

5.7 Project Amendments

- a. Project amendments are required if there are additions, removals, variations, substitutions, delays in Project completion, or price changes to the Project after the Clean Energy Improvement Agreement and Project Agreement are executed.
- b. A change request must be submitted by the Participant to Alberta Municipalities, via email, including details of and the reason for the change. If required, Alberta Municipalities will initiate the Change Order process to amend the signed agreements.
- c. If changes to the Project proceed before receiving written approval from Alberta Municipalities or the Municipality, via Change Order or otherwise, these changes may not be eligible for CEIP financing.
- d. If the amendment is expected to cause a delay in the Project, extending the Completion Date past the deadlines outlined in Section 5.5.b. [Installation], an extension request must be included on the Change Order. The request for extension will be approved at the sole discretion of both Alberta Municipalities and the Municipality.
- e. The Clean Energy Improvement Agreement will be amended upon Project completion to reflect the final Project Cost, whether lower or higher than the estimated Project Cost. The financing amount included in the amended Clean Energy Improvement Agreement will not exceed the maximums set out in Section 7.3 of these CEIP Terms and Conditions. The process for agreement amendments is detailed in the Clean Energy Improvement Agreement.
- f. Full details applicable to Project amendments will be outlined in the Project Agreement.

5.8 Site Inspection

- a. Alberta Municipalities, the Municipality or their agents or service providers may conduct a site inspection prior to or during the installation of Upgrades in order to verify information submitted on the Project Application Form and may also conduct a site inspection after the Completion Date in order to verify installation of Upgrades. A site inspection after the Completion Date may occur within five years after submission of the final Upgrade Completion Form.
- b. If Alberta Municipalities or the Municipality chooses to conduct a site inspection, the Participant will provide reasonable access to the property for the purposes of a site inspection.
- c. If the site inspection reveals any discrepancies between the Upgrade(s) listed on the Upgrade Completion Form and the Upgrade(s) that were installed, Alberta Municipalities will endeavour to work with the Participant and Qualified Contractor to attempt to resolve the issue and facilitate a Project amendment, if required. If, due to the discrepancies, Program eligibility criteria are no longer met, Alberta Municipalities reserves the right to seek reimbursement on behalf of the Municipality of any payments made to the Qualified Contractor or the Participant.

6 Incentives

6.1 Project Incentive

- a. A \$525 incentive is offered by the Municipality for completed CEIP Projects.
- b. Incentive availability is limited and will be provided on a first-come, first-served basis to Participants who complete a CEIP Project – as determined by Municipality – which includes submitting a final Upgrade Completion Form, completing a post-Project EnerGuide Home Evaluation, and signing an amended Clean Energy Improvement Agreement.

- c. The incentive will be applied directly to the Clean Energy Improvement Tax to reduce the total Project financing amount. The incentive will not be issued to the Participant directly.
- d. The Municipality does not guarantee that the incentive will be available once a CEIP Project is complete and does not guarantee processing time to have the incentive applied to the Clean Energy Improvement Tax.
- e. Only one incentive of \$525 is available per CEIP Project.
- f. The incentive offered by the Municipality can be stacked with incentives offered through the Government of Canada Greener Homes Program.

7 Project Financing

7.2 Eligible Costs

The following are the types of costs that can be financed through the Program. The definitions of each type of cost can be found in Section 1 [Definitions]:

- a. Capital Costs
 - i. Supporting Documentation must be provided for all Capital Costs associated with Upgrades. Supporting Documentation may vary with each type of Upgrade, the Participant must review the requirements provided by Alberta Municipalities.
- b. Professional Services
 - i. Only Professional Services specifically required for the completion of a CEIP Project and completed by a Qualified Contractor are eligible for financing.
 - ii. The Participant must submit the report generated by the Professional Service provider and an invoice for the Professional Services completed.
 - iii. Professional Service costs must be listed in the Project Application Form.
 - iv. Professional Service costs for approved Projects will only be eligible for financing if incurred on or after the date of submission of a Pre-Qualification Form.
 - v. If the Participant has paid for the full cost of Professional Services and is requesting the cost be financed, the Participant must submit proof of payment (e.g., receipts).
- c. Incidental Costs
 - i. All Incidental Costs related work must be completed by a Qualified Contractor.
 - ii. The Participant must be able to demonstrate to the satisfaction of Alberta Municipalities that the Incidental Cost is required for the successful completion of the Project.
 - iii. The total financed amount of the Incidental Costs must not exceed 15% of the total Capital Cost of undertaking the Clean Energy Improvement.
 - iv. To be eligible for financing, all Incidental Costs must be listed in the Project Application Form. An Installation Authorization Notice must be received before any work is started or any costs are incurred.
 - v. If the Participant has paid for the full Incidental Cost work and is requesting the cost be financed, the Participant must submit proof of payment (e.g., receipts).

7.3 Payment

- a. Payment to a Qualified Contractor for deposits
 - i. Payment for a deposit will be issued by Alberta Municipalities directly to the Qualified Contractor within 30 days after the Project Agreement and Clean

Energy Improvement Agreement are executed and a proper invoice is received by Alberta Municipalities, provided all information is accurate and complete.

- b. Payment to Qualified Contractor for Completed Upgrade(s), and for work directly related to incidental Costs, and Professional Services costs
 - i. Subject to the Participant's and Qualified Contractor's compliance with the Clean Energy Improvement Agreement, the Project Agreement and with these CEIP Terms and Conditions, Alberta Municipalities will issue payment directly to the Qualified Contractor for completed Upgrades, Professional Service costs, or Incidental Costs within 28 days of Alberta Municipalities approving a complete and accurate Upgrade Completion Form and required Supporting Documentation.
 - ii. The Participant must pay the Qualified Contractor(s) directly for any costs that were not approved by Alberta Municipalities, any costs incurred for the Project in excess of the total approved financing amount, and any costs associated with an Upgrade that does not reach Substantial Performance or is deemed ineligible when the Upgrade Completion Form and Supporting Documentation are submitted.
- c. Participant reimbursement for Eligible Costs
 - i. If part of the Eligible Cost includes an amount paid by the Participant, and the Participant has requested to finance that amount, the reimbursement payment will be issued to the Participant after Alberta Municipalities has approved a complete and accurate Upgrade Completion Form and required Supporting Documentation.
- d. Any parties receiving payments from Alberta Municipalities must submit a completed electronic funds transfer form and void cheque, clearly identifying their name and the branch, transit, and account numbers in order for Alberta Municipalities to direct payments to the party electronically. No payments will be made to the party until the information required by this section has been provided to Alberta Municipalities.

7.4 Maximum Financing Amount

- a. The total financing amount available to a single Property is limited by the lesser of:
 - i. A maximum of \$50,000 of Eligible Costs per Property.
 - ii. The annual Clean Energy Improvement Tax (excluding interest and the Program Administration Fee) cannot exceed the Property's annual property tax assessment payment. The amount used for this calculation is the sum of the municipal and provincial property tax amounts in the year in which the Pre-Qualification Form was submitted.⁵

7.5 Project Financing

- a. In order for a residential CEIP Project to be eligible for financing, pre- and post-Project EnerGuide Home Evaluations are required.
 - i. A post-Project EnerGuide Home Evaluation must be completed after all Upgrades have been installed and the Project is deemed complete by Alberta Municipalities and the Municipality.
 - ii. The post-Project EnerGuide Home Evaluation must be completed, and the post-Project EnerGuide Homeowner Information Sheet and label submitted to Alberta

⁵ For example, if you submit a Pre-Qualification Form in 2023 and your annual municipal and provincial property taxes in 2022 were \$3,000, the annual payment for the Clean Energy Improvement Tax cannot be more than \$3,000.

Municipalities, within six (6) weeks of the final Upgrade Completion Form being submitted to Alberta Municipalities.

- iii. Projects that fail to complete a post-Project EnerGuide Home Evaluation will be not eligible for financing and the Municipality reserves the right to seek reimbursement of any payments made to the Qualified Contractor or the Participant.
- b. The financing terms and conditions for a CEIP Project are listed in the Clean Energy Improvement Agreement provided by the Municipality.
- c. Participants must agree to the Municipality's financing terms and conditions and sign a Clean Energy Improvement Agreement with the Municipality in order to finance their Project through the Program.
- d. Only Eligible Costs and any related interest charges as listed in the Clean Energy Improvement Agreement, are eligible for financing through the Program.
- e. Financing availability under the Program is based on a first-come, first-served basis, and financing for a Project will only be confirmed once a Clean Energy Improvement Agreement has been signed by each Property Owner on title and the Municipality.
 - i. If any Eligible Cost is incurred prior to signing a Clean Energy Improvement Agreement, it is not guaranteed that financing will be available to the Participant for those costs.
- f. The interest rate provided by the Municipality for Projects financed through CEIP is 3%.
- g. The maximum term for financing will be the lesser of twenty (20) years or the effective useful life (EUL)⁴ of the Upgrade. Financing terms for multiple Upgrades will be calculated for each Upgrade separately and added to the property tax bill as one line item. The EUL for all eligible Upgrades is posted on the Program website.
- h. The following costs cannot be financed under the Program, and the Participant is solely liable for paying these costs:
 - i. Any incidental costs exceeding 15% of the Capital Costs of an associated Upgrade;
 - ii. Any costs not approved by Alberta Municipalities; and
 - iii. Any costs associated with an Upgrade where the Upgrade does not reach Substantial Performance or is deemed ineligible upon submission of the Upgrade Completion Form and Supporting Documentation.
 - iv. If the final Eligible Costs for a Project are less than the amount listed in the Clean Energy Improvement Agreement, the Participant will only be entitled to the true Eligible Costs for the Project and will forfeit the rest of the financing indicated in the Clean Energy improvement Agreement
 - v. If the final Eligible Costs for a Project are more than the amount listed in the Clean Energy Improvement Agreement, and no Project amendment was approved by Alberta Municipalities, the Participant will only be entitled to the financing amount that is indicated in the Clean Energy Improvement Agreement.

8 Clean Energy Improvement Tax

- a. The terms of the placement of the Clean Energy Improvement Tax on the Property's tax roll and the terms of repayment are outlined in the Clean Energy Improvement Agreement between the Participant and the Municipality.
- b. The Municipality may exercise any right available to it by contract, law, or equity, including all rights available under the Municipal Government Act against the Participant.

⁴ The effective useful life (EUL) of an Upgrade is the average time in years where the Upgrade is expected to result in energy savings. The EUL is standardized for each type of Upgrade and does not equate to the actual length of time the Upgrade will be functioning.

- should the Participant fail to pay the Clean Energy Improvement Tax, including tax penalties as outlined under the Municipality's Tax Penalty Bylaw.
- c. Failure to pay the Clean Energy Improvement Tax when due and payable may result in the tax sale of the Property.

9 Evaluation, Measurement, and Verification

- a. The Participant agrees to participate in any survey, studies, audits, evaluations, or verifications conducted by Alberta Municipalities or its agents or service providers in connection with the Program for the purposes of proper administration, monitoring and verification of the Project, or evaluation of the Program.

10 Sale or Subdivision of Property

- a. The Participant shall have the right to sell, transfer, charge, mortgage, encumber or otherwise deal with the Property, provided that:
 - i. the Participant pays all Clean Energy Improvement Tax amounts due and owing up to the date of a proposed sale prior to completing a sale of the Property;
 - ii. the Participant discloses the existence and provides a copy of their Clean Energy Improvement Agreement with the Municipality to any purchaser or prospective purchaser of the Property prior to completing a sale of the Property; and
 - iii. the Participant discloses the existence and provides a copy of the Clean Energy Improvement Agreement to any realtor engaged in the sale of the Property.
 - iv. the Clean Energy Improvement Agreement is appended to the contract of sale.
- b. In the event the Property is transferred to a new owner by the Participant, the obligation to repay the Clean Energy Improvement Tax is transferred to the new owner along with the Property, at which time the new owner will become liable for the Participant's obligations and liabilities under the Program and the Clean Energy Improvement Agreement.
- c. In the event the Property is subdivided or consolidated with another, the Clean Energy Improvement Tax will be allocated on a pro rata basis as determined by the Municipality in its sole discretion.

11 Remedies and Warranties

- a. Alberta Municipalities and the Municipality do not endorse, guarantee, or warrant any particular Qualified Contractor or other market provider, manufacturer, product, labour, or system design by offering this Program. Alberta Municipalities and the Municipality provide no warranties, expressed or implied, for any products or services.
- b. There is no implied nor express representation or warranty by the Municipality, Alberta Municipalities, or their respective affiliates, agents, subcontractors, successors and assigns related to the design, installation, functionality or performance of the Upgrade(s), and the Municipality, Alberta Municipalities and their respective affiliates, agents, subcontractors, successors and assigns expressly disclaim any and all warranties relating to the Upgrade(s), associated equipment or materials as to workmanship, quality, fitness for purpose or performance.
- c. The Participant acknowledges and accepts the energy savings reported in the Program are based on estimates and actual results may differ.

- d. The Participant's reliance on any warranties is limited to those warranties that may arise from, or be provided by Qualified Contractors, manufacturers, or other market providers, etc.

12 Limitation of Liability

- a. The Participant acknowledges that any Qualified Contractor or other market provider selected by the Participant is not an agent, contractor or subcontractor of Alberta Municipalities or the Municipality.
- b. The Participant agrees that they have independently assessed the risks of Program participation and decided to proceed.
- c. Alberta Municipalities or the Municipality shall have no obligation to maintain, remove or perform any work whatsoever on the Upgrades installed.
- d. The Participant is wholly responsible for ensuring that any Qualified Contractor or other party entering its Property for the purposes of the Program, including but not limited to, providing an estimate or quote for an Upgrade, has commercial general liability insurance and is registered and in good standing with WCB Alberta.
- e. The Participant acknowledges and agrees that none of the Municipality, Alberta Municipalities, nor their respective affiliates, agents, subcontractors, successors or consultants will be liable under any theory of relief or recovery to the Participant or the Qualified Contractor for any damages of any kind or nature arising at law or in equity (whether in negligence, because of breach of contract, in tort or under any other provision of law) including but not limited to property damage, direct or consequential losses, economic loss, or personal injury, that arises from or is related to the design, installation or operation of the Upgrade(s) or anything done under this Program.
- f. The Participant indemnifies and saves harmless the Municipality, Alberta Municipalities and their respective officers, employees and agents from and against any losses, costs (including legal costs on a solicitor and his own client basis), damages, liens, charges, claims, demands, suits, proceedings, recoveries and judgments arising from or related to the Qualified Contractor's performance or non-performance of the Qualified Contractor's obligations under the Program.

13 Data Collection and Use

- a. The Participant consents to Alberta Municipalities releasing any information contained in Program applications, or related to it, and obtained by Alberta Municipalities in the course of verifying or auditing the applications, to the Municipality for the purposes of verifying this application, determining the Participant's eligibility for this Program, or both, as subject to the Freedom of Information and Protection of Privacy Act (FOIP Act).
- b. The Participant expressly authorizes Alberta Municipalities to obtain information from the Municipality to verify the contents of Program applications and to determine the Participant's eligibility for this Program including current annual property tax payments, property tax payment history, and the assessed value for the Property.
- c. The Participant consents to the collection, use, disclosure and other handling of any information provided by the Participant including but not limited to property address, phone number, and account number with the Municipality for the purposes relating to the operation and administration of the Program.
- d. The Participant agrees that Property and Participant information may be shared between the Municipality and Alberta Municipalities and its agents, service providers, and partner organizations in order to:

- i. conduct, analyze and report on the results of the Program and to conduct surveys; and
 - ii. schedule and complete site inspections at the Property.
- e. The Participant provides express consent allowing Alberta Municipalities, the Municipality, their agents or service providers to contact the Participant directly by email and other electronic communications for the purposes of Program administration, evaluation, verification, and for collecting market research data related to the Program.
- f. The Participant consents to Alberta Municipalities obtaining pre- and post-Project EnerGuide Home Evaluation data as it relates to the participation in CEIP from Natural Resources Canada (NRCan) and sharing this data with the Municipality. This data will be used for program evaluation, performance monitoring, and future program planning or potential studies. Information collected is managed and protected by Alberta Municipalities under the authority of Section 33 (c) of the Freedom of Information and Protection of Privacy Act (the "FOIP Act") and/or in accordance with any applicable agreements in place. If the pre-project EnerGuide Home Evaluation was completed prior to the Participant submitting their CEIP Pre-Qualification form, the Participant consents to have the data shared by NRCan with Alberta Municipalities retroactively. The Federation of Canadian Municipalities (FCM), as the Municipality's capital provider, will also collect EnerGuide Home Evaluation program monitoring and evaluation of its Community Efficiency Financing (CEF) program. Questions about the collection of this data should be directed to the Executive Director of Sustainability Services at Alberta Municipalities.

Clean Energy Improvement Program (CEIP) Overview

Improve property values and achieve your community sustainability goals.

The Clean Energy Improvement Program (CEIP) is Alberta's innovative financing tool that enables residential and commercial property owners to pay for energy efficiency and renewable energy upgrades. The program gives property owners access to flexible, long-term financing through their municipality. Unlike a traditional loan, repayment is facilitated by a tax added to the property's tax bill. The Clean Energy Improvement Program is made possible by the Government of Alberta.

Program Highlights

- **Purpose:** Financing tool for residential and commercial property owners for energy efficiency and renewable energy upgrades.
- **Financing:** Long-term, flexible financing repaid via property tax bill.
- **Enabling Entity:** Government of Alberta.

Statistics

- **Municipalities with Bylaws:** 28
- **Active Programs:** 18
- **Financing Available:** \$51.6 million

Benefits

- **Flexible Financing:** Up to 100% project cost covered, repaid through property tax.
- **Property Attachment:** Financing tied to the property, not the owner.
- **Approval Criteria:** Based on mortgage and property tax payment history.
- **Community Benefits:** Economic boost for local contractors, improved property values, and progress towards sustainability goals.

Program Mechanics

1. **Legislation:** Established in 2018.
2. **Municipality Participation:** Pass a bylaw and work with Alberta Municipalities to design the program.
3. **Process:**
 - **Step 1:** Municipality passes a clean energy bylaw.
 - **Step 2:** Property owners install upgrades; projects verified by Alberta Municipalities.
 - **Step 3:** Municipality pays contractors for completed work.
 - **Step 4:** Property owners repay via property tax bill.

Participating Municipalities (Bylaw Passed)

1. Town of Devon
2. Town of Rocky Mountain House
3. Town of Canmore
4. City of Leduc
5. Town of Okotoks
6. City of St. Albert
7. City of Lethbridge
8. Town of Athabasca
9. City of Edmonton
10. City of Grande Prairie
11. Town of Drayton Valley
12. City of Calgary
13. Town of Westlock
14. Village of Stirling
15. Sturgeon County
16. Strathcona County
17. Town of Pincher Creek
18. City of Beaumont
19. Town of Taber
20. MD of Pincher Creek No. 9
21. City of Cold Lake
22. Town of Slave Lake
23. Town of Banff
24. City of Medicine Hat
25. Town of Stettler
26. City of Wetaskiwin
27. City of Spruce Grove
28. City of Airdrie

Active Programs (Launched)

1. Town of Rocky Mountain House
2. Town of Devon
3. City of Edmonton (residential and commercial)
4. City of Leduc
5. Town of Athabasca
6. Town of Canmore
7. City of St. Albert
8. City of Calgary
9. City of Lethbridge
10. City of Grande Prairie
11. Sturgeon County
12. Village of Stirling
13. Strathcona County
14. Town of Westlock
15. Town of Okotoks

16. City of Cold Lake
17. Town of Stettler
18. MD and Town of Pincher Creek

How to launch the Clean Energy Improvement Program in your municipality

Preparation Steps:

1. **Build a Business Case:**
 - Justify the program's need and benefits to your municipality.
2. **Source Capital:**
 - Identify potential sources of funding (e.g., local banks, credit unions, internal funds, Federation of Canadian Municipalities).
3. **Draft and Pass Bylaw:**
 - Create and pass the necessary Clean Energy Improvement Tax bylaw to enable the program.
4. **Finalize Program Design:**
 - Develop the program's structure and onboard local contractors.
5. **Market and Launch:**
 - Promote the program to property owners and start accepting applications.

Support from Alberta Municipalities:

- **Technical Support:**
 - Alberta Municipalities will guide you through program design and bylaw development.
- **Administrative Management:**
 - Once the program is live, Alberta Municipalities will oversee application reviews, contractor onboarding, website hosting, customer service, marketing, quality assurance, and reporting.

Municipal Responsibilities:

- **Financing Agreements:**
 - Sign financing agreements with property owners.
- **Repayment Oversight:**
 - Levy and oversee the repayment of the charges.
- **Marketing Collaboration:**
 - Work with Alberta Municipalities on marketing efforts.

Program Capitalization:

- **Secure Capital:**
 - Obtain financing for eligible projects, considering terms flexibility, interest rates, and additional costs.
- **Community Efficiency Financing Program:**
 - Apply for a low-interest loan (up to \$10 million) and a four-year grant (up to \$5 million) from the Federation of Canadian Municipalities to support program administration.

Additional Support:

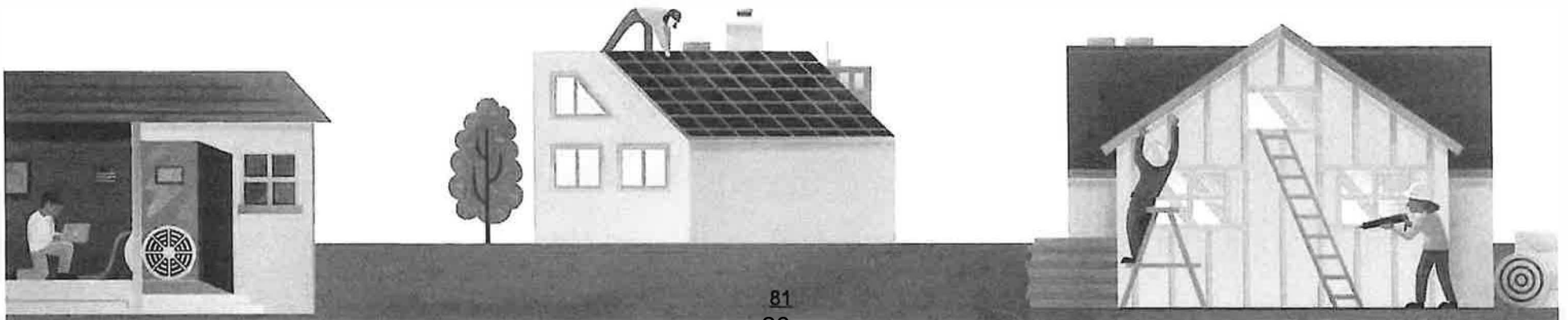
- **Federation of Canadian Municipalities Loan Application:**
 - Alberta Municipalities will assist with the technical aspects of applying for loans and grants from the Federation of Canadian Municipalities.

ESTIMATED ENERGY SAVINGS Of Eligible Upgrades for Residential Property Owners

Enjoy a more comfortable home, save on energy costs, and enhance your property value with the Clean Energy Improvement Program.

Access financing to invest in your home's energy efficiency or renewable energy.
Browse the listing of eligible upgrades and estimate your potential energy savings today.

Updated Mar 14, 2023



A DIFFERENT KIND OF FINANCING FOR RENOVATIONS THAT MAKE A DIFFERENCE

The Clean Energy Improvement Program has over two dozen residential energy efficiency and renewable energy upgrades that can make your property more comfortable and energy efficient.

How much energy could you save? While actual results will vary depending on product quality, location, installation, use of space, etc. these estimates can give you an idea of the energy savings possible for your home.

ELIGIBLE UPGRADES

- 3 Doors, Windows, Insulation & Air Sealing
- 5 Heating, Ventilation & Air Conditioning (HVAC)
- 8 Lighting
- 9 Renewable Energy, Solar PV & Solar Thermal
- 10 Water Heating

PLEASE READ CAREFULLY BEFORE PROCEEDING

The following energy savings estimates are to be used only as an indication, as actual results will vary. Many factors influence the actual results of an upgrade, such as the location, condition, size and type of the property; heating and cooling loads; weather; relative air humidity; efficiency of existing equipment; and quality of installation.

The energy savings estimates use assumptions (e.g. baseline equipment and heat and cooling loads) for an average sized home in Alberta. Unless specified otherwise, baseline heating equipment in residential properties is assumed to be a natural gas furnace and natural gas hot water storage tank. No central cooling is factored into the savings calculations with exception of the high-efficiency central air conditioner upgrade. The energy savings estimates are provided on an annual basis, referencing a single piece of equipment installed at a property. For some upgrades, the energy savings are based on the quantity of material installed (e.g. insulation).

Residential CEIP participants should review their pre-project EnerGuide Home Evaluation report to assess the energy savings potential for each upgrade they are considering installing, and should discuss anticipated impacts of the upgrade(s) with their Energy Advisor.

Alberta Municipalities is not liable for any direct or indirect loss, expense or cost (including without limitation, any consequential loss or economic loss) that you incur directly or indirectly as a result of, or in connection with, any advice, data, information, estimates, projections, forecasts or forward-looking statements in any way connected to such estimates, projections, forecasts or forward-looking statements.

The Effective Useful Life (EUL) is the average time in years where the upgrade is expected to result in energy savings and is noted on the on the Residential Eligible CEIP Upgrades webpages and this document.

DOORS, WINDOWS, INSULATION & AIR SEALING

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
Attic insulation Upgrade ID R-WB-001 EUL: 20 years	Attic insulation reduces heat loss through the attic area of the building envelope. This reduces the load on the heating and/or cooling system. This upgrade can also improve airtightness.	7.57	Annual savings are based on annual savings per square foot of insulation of 0.01 GJ and an R-value of 10 for existing insulation. For illustrative purposes only, the annual savings per home (estimated) is based on a home of 1,500 square feet. If the R-value of the existing insulation is lower and/or the R-value of the new insulation is greater, the savings may be greater.	IL TRM v8 volume 3 Res 5.6.5 Ceiling/Attic Insulation adapted for Alberta.
Wall insulation Upgrade ID R-WB-002 EUL: 20 years	Wall insulation (installed inside an exterior wall cavity or as part of an added structure on the outside of the building) reduces heat loss through the above-grade wall areas of the building envelope. This reduces the load on the heating and/or cooling system. This upgrade can also improve airtightness.	14.22	Annual savings are based on annual savings per square foot of insulation of 0.01 GJ and an R-value of 8 for existing insulation. For illustrative purposes only, the annual savings per home (estimated) is based on a home of 1,500 square feet. If the R-value of the existing insulation is lower and/or the R-value of the new insulation is greater, the savings may be greater.	IL TRM v8 volume 3 Res 5.6.4 Wall Insulation adapted for Alberta.
Foundation insulation Upgrade ID R-WB-003 EUL: 20 years	Insulation added to the walls and/or ground of the basement or the floor of a crawlspace significantly reduces heat loss through the areas of the building envelope in contact with earth. This upgrade can also improve airtightness.	14.25	Annual savings are based on annual savings per square foot of insulation of 0.02 GJ and an R-value of 5 for existing insulation. For illustrative purposes only, the annual savings per home (estimated) is based on a home of 1,500 square feet. If the R-value of the existing insulation is lower and/or the R-value of the new insulation is greater, the savings may be greater.	IL TRM v8 volume 3 Res 5.6.4 Wall Insulation adapted for Alberta.
Rim joist insulation Upgrade ID R-WB-004 EUL: 20 years	Insulation added to the cavities around rim joists reduces heat loss through these areas of the building envelope. This reduces the load on the heating and/or cooling system. This upgrade can also improve airtightness.	1.45	Annual savings are based on annual savings per square foot of insulation of 0.01 GJ and an R-value of 8 for existing insulation. For illustrative purposes only, the annual savings per home (estimated) is based on a home of 1,500 square feet. If the R-value of the existing insulation is lower and/or the R-value of the new insulation is greater, the savings may be greater.	IL TRM v8 volume 3 Res 5.6.6 Rim/Band Joist Insulation adapted for Alberta.
Energy-efficient window Upgrade ID R-WB-005 EUL: 15 years	Windows with low-e glazing reduce heat loss and gain through the window. This reduces the load on the heating and/or cooling system and improves energy efficiency in both hot and cool seasons. This upgrade can also improve airtightness.	0.06	Annual savings are per square foot of window. For an average home (assuming a building size of 1,500 square feet and 200 square feet of windows), the annual savings are equal to 12 GJ. To estimate the savings in your home, for each window, multiply the window's height by its width and add each window's square footage (area) together. Then multiply the area by 0.06 GJ.	PUC TRM Volume 2, 2021: ENERGY STAR Windows adapted for Alberta.

DOORS, WINDOWS, INSULATION & AIR SEALING

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
Energy-efficient door Upgrade ID R-WB-008 EUL: 15 years	<p>Energy-efficient door replacements reduce heat transfer through the door. This reduces the load on the heating and/or cooling system.</p> <p>This upgrade can also improve airtightness.</p>	0.40	Annual savings are based on annual savings per square foot of door of 0.02 GJ and assume both the door being replaced and the replacement door are 20-square-foot solid doors without windows. This value assumes a U-value of 2.3 for the existing door and a U-value of 1.6 for the new door.	PUC TRM Volume 2, 2021: ENERGY STAR Windows adapted for Alberta for doors.
Exterior home wrap Upgrade ID R-WB-006 EUL: 15 years	<p>Reducing air leakage is a cost-effective way to reduce heating and cooling energy consumption, increase comfort, and create a healthier indoor environment.</p> <p>Exterior home wrap goes over the sheathing and behind siding, is made of synthetic and lightweight material, and can be both an air and water barrier.</p> <p>This upgrade excludes exterior wall insulation.</p>	1.90	Annual energy savings of 1.90 GJ are based on exterior home wrap that achieves a 15% improvement in airtightness calculated from the NRCan air sealing infographic, assuming the average house in Alberta was built in the 1970s. ASHRAE Chapter 26 Ventilation and Infiltration states that old buildings may be tightened anywhere from 5% to 50%. Energy savings are calculated assuming baseline heating equipment (natural gas furnace). Houses built before the 1980s are typically built with 2" by 4" walls (3.5" of insulation equates to R12) in earlier releases of the Alberta Building Code. Newer houses are built with 2" by 6" walls (5.5" of insulation equates to R20) as per current building code.	<p>NRCan - Fix the hole in your wall infographic</p> <p>https://www.nrcan.gc.ca/sites/nrcan/files/canmetenergy/pdf/housing/fixtheholeinyourwall.pdf</p> <p>ASHRAE Chapter 26 Ventilation and Infiltration.</p> <p>Alberta Building Code, 2019, Alberta Building Code, 1990.</p>
Other air sealing Upgrade ID R-WB-009 EUL: 3 years	<p>Reducing air leakage is a cost-effective way to reduce heating and cooling energy consumption, increase comfort, and create a healthier indoor environment.</p> <p>A suite of air sealing upgrades, in addition to exterior home wrap, insulation, windows and doors, can improve airtightness.</p>	*	*Annual energy savings of 1.90 GJ are based on a whole building air sealing approach that achieves a 15% improvement in airtightness calculated from the NRCan air sealing infographic, assuming the average house in Alberta was built in the 1970s. Whole air sealing can include caulking, weather stripping, outlet plates, the application of expanding foam, doors, windows, exterior home wrap, and insulation. ASHRAE Chapter 26 Ventilation and Infiltration states that old buildings may be tightened anywhere from 5% to 50%. Energy savings are calculated assuming baseline heating equipment (natural gas furnace). Houses built before the 1980s are typically built with 2" by 4" walls (3.5" of insulation equates to R12) in earlier releases of the Alberta Building Code. Newer houses are built with 2" by 6" walls (5.5" of insulation equates to R20) as per current building code.	<p>NRCan - Fix the hole in your wall infographic</p> <p>https://www.nrcan.gc.ca/sites/nrcan/files/canmetenergy/pdf/housing/fixtheholeinyourwall.pdf</p> <p>ASHRAE Chapter 26 Ventilation and Infiltration.</p> <p>Alberta Building Code, 2019, Alberta Building Code, 1990.</p>

HEATING, VENTILATION & AIR CONDITIONING

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
Smart thermostat	<p>Smart thermostats are used to reduce home cooling and heating loads through a configurable schedule of temperature setpoints (like a programmable thermostat) and automatic scheduling to better match heating and cooling to meet occupant comfort needs.</p> <p>Learning smart thermostats with geofencing contain specialized artificial intelligence that "learns" heating and cooling preferences and can determine when the home is occupied.</p>	8.06	Annual savings are based on annual savings per kBtu per hour of heating of 0.27 GJ. For illustrative purposes only, the annual savings per thermostat are based on the average monthly household natural gas heating consumption for Alberta. Cooling energy savings are not accounted for here; therefore, savings may be higher if there is a cooling system installed in the home.	<p>IL TRM v8 volume 3 Res 5.3.16 Advanced Thermostats adapted for Alberta.</p> <p>Natural Resources Canada Comprehensive Energy Use Database, Residential Sector - Alberta.</p>
ECM motor for residential furnace	An efficient fan motor adjusts the rate at which furnace heat is delivered to the home. Efficient fan motors with variable speed control use significantly less electricity.	3.19	Annual savings are per furnace motor.	IL TRM v8 volume 3 Res 5.3.5 Furnace Blower Motor adapted for Alberta.
High-efficiency central air conditioner	<p>Eligible air conditioning equipment is centrally installed in the home. High-efficiency technology uses less electricity to move indoor heat to the outside of the home.</p> <p>Air conditioning duct insulation ensures heat is not gained before the conditioned air is delivered to conditioned spaces.</p> <p>Duct insulation (required for projects in the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.</p>	0.48	Annual savings are based on annual savings per ton of cooling of 21.23 kWh. For illustrative purposes only, the annual savings per unit is based on an average home (estimated) of 1,500 square feet and a cooling load of 75,000 BTU per hour.	IL TRM v8 volume 3 Res 5.3.3 Central Air Conditioning adapted for Alberta.

HEATING, VENTILATION & AIR CONDITIONING

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
High-efficiency gas furnace	<p>A high-efficiency furnace extracts the maximum amount of heat from burning natural gas.</p> <p>Duct insulation ensures minimal heat is lost before conditioned air is delivered to conditioned spaces.</p> <p>Duct insulation (required for projects in the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.</p>	10.34	Annual savings are based on annual savings per kBtu per hour of heating of 0.35 GJ. For illustrative purposes only, the annual savings per furnace is based on the average monthly household natural gas heating consumption for Alberta.	<p>IL TRM v8 volume 3 Res 5.3.7 Gas High Efficiency Furnace adapted for Alberta.</p> <p>Natural Resources Canada Comprehensive Energy Use Database, Residential Sector - Alberta.</p>
High-efficiency gas boiler	<p>A high-efficiency boiler extracts the maximum amount of heat from natural gas by using condensing technology. This means heat from condensing water in the exhaust is extracted, in addition to regular combustion.</p> <p>Boiler pipe insulation ensures minimal heat is lost before heated water is delivered to spaces.</p> <p>Pipe insulation (required for projects in the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.</p>	9.45	Annual savings are based on annual savings per kBtu per hour of heating of 0.32 GJ. For illustrative purposes only, the annual savings per boiler is based on the average monthly household natural gas heating consumption for Alberta.	<p>IL TRM v7 volume 3 Res Gas High Efficiency Boiler adapted for Alberta.</p> <p>Natural Resources Canada Comprehensive Energy Use Database, Residential Sector - Alberta.</p>
Heat and energy recovery ventilation	<p>Heat and energy recovery equipment extracts heat and/or energy from stale air exhausted to the outside of the home. The recovered energy is used to reduce the heating of fresh air delivered to the home.</p> <p>Duct insulation ensures minimal heat is lost before conditioned air is delivered to conditioned spaces.</p> <p>Duct insulation (required for the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.</p>	2.27*	<p>If replacing, the annual energy savings are based on the like-for-like replacement of a heat recovery ventilator with a Sensible Recovery Efficiency of 68% with a unit of 70% in a 1,500 square foot house. Annual savings assume that both units are fully-dedicated installations and are operating 24 hours per day at 0 degrees Celsius.</p> <p>*If installed with an upgrade that improves airtightness, energy savings are associated with the air sealing upgrade that the heat and energy recovery ventilation system is combined with, plus or minus the energy consumed or saved by the ventilation system.</p>	<p>IL TRM Version 10 Volume 3: Residential Measures Section 5.3.20 Residential Energy Recovery Ventilator (ERV) adapted for Alberta.</p> <p>Section III - HRV/ERV Directory Listing</p> <p>https://www.hvi.org/hvi-certified-products-directory/section-iii-hrv-erv-directory-listing/</p>

HEATING, VENTILATION & AIR CONDITIONING

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
Air source heat pump	<p>A heat pump is a year-round space conditioning system that provides heating and cooling. An air-source heat pump moves heat energy from inside to outside in the summer and outside to inside in the winter.</p> <p>Duct insulation ensures minimal heat is lost before conditioned air is delivered to conditioned spaces.</p> <p>Duct insulation (required for projects in the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings</p> <p>It is recommended that Qualified Contractors use the NRCan Air Source Heat Pump sizing and Selection Toolkit to properly size the heat pump.</p>	68.15	Annual savings are based on annual natural gas savings and electricity usage per kBtu per hour of heating of 3.47 GJ and 323.19 kWh, respectively. For illustrative purposes only, the annual savings per heat pump is based on the average monthly household natural gas heating consumption for Alberta. The savings are based on the replacement of 100% of the heat load of a gas furnace. Note that, on average, an air source heat pump replaces 60% of the heating load in Alberta, so actual savings achieved may be smaller. If no air conditioning is installed and this upgrade will also be used for cooling, overall savings may be reduced.	<p>IL TRM v8 volume 3 Res 5.3.1 Air Source Heat Pump adapted for Alberta.</p> <p>Natural Resources Canada Comprehensive Energy Use Database, Residential Sector - Alberta.</p>
Ground source heat pump	<p>A ground-source heat pump is a year-round space conditioning system that provides heating and cooling. The heat pump moves heat from the ground to inside air in the winter and from inside air to the ground in the summer.</p> <p>Duct insulation ensures minimal heat is lost before conditioned air is delivered to conditioned spaces.</p> <p>Duct insulation (required for the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.</p>	74.64	Annual savings are based on annual natural gas savings and electricity usage per kBtu per hour of heating of 3.69 GJ and 323.19 kWh, respectively. For illustrative purposes only, the annual savings per heat pump is based on the average monthly household natural gas heating consumption for Alberta. The savings are based on the replacement of 100% of the heat load of a gas furnace. A closed-loop ground source heat pump is used to calculate the energy savings. If no air conditioning is installed and this upgrade will also be used for cooling, overall savings will be reduced. Savings calculation inputs from the IL TRM v10 Residential Ground Source model were applied to the IL TRM v8 Air Source Heat Pump and adapted for Alberta.	<p>IL TRM v8 volume 3 Res 5.3.1 Air Source Heat Pump adapted for Alberta.</p> <p>IL TRM Version 10 Volume 3: Residential Measures Section 5.3.8 Ground Source Heat Pump adapted ground source heat pumps for Alberta.</p> <p>Natural Resources Canada Comprehensive Energy Use Database, Residential Sector - Alberta.</p>

LIGHTING

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
Indoor lighting control Upgrade ID: RLE001 EUL: 10 years	<p>Lighting controls use motion and daylight sensing or timers to control indoor lighting.</p> <p>Multiple fixtures may be controlled through one sensor or each fixture may have its own.</p> <p>These sensors are an effective way to control lighting use in low occupancy areas.</p>	0.11	Annual savings are per sensor.	MN TRM v3 Residential Lighting - Controls adapted for Alberta.
Lighting fixture Upgrade ID: RLE002 EUL: 15 years	<p>Eligible lighting fixtures are permanently installed and hardwired LED lighting fixtures, including downlight, track, ceiling and wall-mounted, or porchlight fixtures.</p>	0.06	Annual savings are per fixture.	IL TRM v8 volume 3 Res 5.5.9 LED Fixtures adapted for Alberta.

RENEWABLE ENERGY, SOLAR PV & SOLAR THERMAL

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
Solar PV system Upgrade ID DER-001 EUL: 25 years	Solar photovoltaic (PV) systems convert solar energy into electricity for use by the building. The system components work together to optimize electricity generation from the sun, providing renewable electricity for both the building they are connected to and the grid.	4.59	According to data from Natural Resources Canada, the average solar PV system in Alberta can produce 1276 kWh of electricity per kW of solar panels per year. This figure does not represent net energy savings, but electricity consumption that is offset by the generation from the array.	NRCan Photovoltaic potential and solar resource maps of Canada https://www.nrcan.gc.ca/our-natural-resources/energy-sources-distribution/renewable-energy/solar-photovoltaic-energy/tools-solar-photovoltaic-energy/photovoltaic-potential-and-solar-resource-maps-canada/18366
Solar thermal water heating Upgrade ID DER-002 EUL: 12 years	Solar thermal water heating includes thermal tubes or flat plate collectors that capture solar energy and use it to heat water. This may be used for domestic hot water and space heating. Solar thermal pipe insulation ensures minimal heat is lost before heated water is delivered to fixtures. Pipe insulation (required for projects in the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.	13.41*	*Annual energy consumption offset by this upgrade is equal to 13.41 GJ per system, assuming it replaces a natural gas storage water heater. The baseline natural gas hot water tank is assumed to be sized based on the average household size (rounded up from 2.4 to 3 people) in Alberta. The replacement tank is sized for the same capacity as the existing tank. The solar data is calculated as an average of three representative locations shown in Alberta. This figure does not represent net energy savings, but natural gas consumption that is offset by the water heated by the system.	NRCan Solar Water Heating Systems - A Buyer's Guide https://www.nrcan.gc.ca/sites/nrcan/files/canmetenergy/files/pubs/SOLAR-BuyersGuide-SolarWaterHeatingSystems_ENG.pdf
Battery energy storage Upgrade ID DER-005 EUL: 10 years	Battery energy storage systems enable the storage of solar electricity generated on the property, to be used at a later point in time.	*	*This is not a stand-alone upgrade and savings are tied to the solar PV system's energy savings.	N/A

Upgrade Name	Description	Estimated Savings (GJ)/year	Energy Savings Assumptions	Reference for Energy Savings
Drain water heat recovery	Drain water heat recovery transfers heat from the shower drain water to pre-warm the cold supply water before it goes into the water heater.	1.62	Annual savings are per installed drain water heat recovery pipe per household. Savings are calculated based on ThermoDrain TD338B.	IL TRM v8 volume 3 Res 5.4.11 Drain Water Heat Recovery adapted for Alberta. Natural Resources Canada; Energy Efficiency Ratings: Search; Drain-water heat recovery https://oee.nrcan.gc.ca/pml-lrnp/index.cfm?action=app.search-recherche&appliance=DWHR
Tankless gas water heater	Tankless (also called instantaneous or on-demand) water heaters supply domestic hot water to the home without using a storage tank. The tankless system avoids heat loss from water stored in a tank that must be regularly re-heated to maintain a safe water temperature. Pipe insulation ensures minimal heat is lost before heated water is delivered to fixtures. Pipe insulation (required for the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.	2.66	Annual savings are per tankless water heater assuming the average household size (2.4 people) in Alberta.	IL TRM v8 volume 3 Res 5.4.2 Gas Water Heater adapted for Alberta.

WATER HEATING

Upgrade Name	Description	Estimated Savings (GJ/year)	Energy Savings Assumptions	Reference for Energy Savings
Heat pump water heater	<p>A heat pump water heater replaces a conventional storage tank water heater. Rather than the heat coming from burning gas or an electric coil in the tank, heat is sourced from the air around the tank.</p> <p>Heat pump water heaters deliver hot water at a much higher efficiency than conventional water heaters.</p> <p>Pipe insulation ensures minimal heat is lost before heated water is delivered to fixtures.</p> <p>Pipe insulation (required for the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.</p>	4.72	Annual savings are per water heater assuming the average household size (2.4 people) in Alberta.	IL TRM v8 volume 3 Res 5.4.3 Heat Pump Water Heaters adapted for Alberta.
High-efficiency storage water heater	<p>A high-efficiency storage water heater replaces a conventional, less efficient gas or electric storage water heater.</p> <p>Pipe insulation ensures minimal heat is lost before heated water is delivered to fixtures. Pipe insulation (required for the City of Edmonton) is an eligible upgrade cost that can be combined with this upgrade to increase energy savings.</p>	3.51	Annual savings are per water heater. The baseline natural gas hot water tank is assumed to be sized based on the average household size (3 people) in Alberta. The replacement tank is sized for the same capacity as the existing tank.	IL TRM Version 10 Volume 3: Residential Measures Section 5.4.2 Gas Water Heater adapted for Alberta.

Clear Hills County

Request For Decision (RFD)

Meeting:	Policy & Priority Meeting
Meeting Date:	August 6, 2024
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	North Peace Housing Foundation – Member at Large
File:	11-02-03

DESCRIPTION:

Council requested a discussion regarding North Peace Housing Foundation – Member at Large.

BACKGROUND:

ATTACHMENTS:

Ministerial Order No. H:022/16
Management Body Operation and Administration Regulation

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO: 
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ALBERTA
SENIORS AND HOUSING

*Office of the Minister
MLA, Edmonton-Riverview*

MINISTERIAL ORDER NO. H:022/16
DEPARTMENT OF SENIORS
AND HOUSING
PROVINCE OF ALBERTA
NORTH PEACE HOUSING FOUNDATION

I, Lori Sigurdson, Minister of Seniors and Housing, pursuant to Section 5 of the *Alberta Housing Act*, make the following order:

1. Ministerial Order No. 062/95 as amended, establishing the **North Peace Housing Foundation** as a management body, is amended:
 - (a) by replacing the Appendix of North Peace Housing Foundation as amended, attached to Ministerial Order H:008/07, with the attached Appendix of North Peace Housing Foundation.
2. This Ministerial Order comes into effect on the date it is signed by the Minister.

Dated at Edmonton, Alberta, this 27th day of April, 2016.

Lori Sigurdson
Minister of Seniors and Housing

A P P E N D I X

North Peace Housing Foundation

1. **North Peace Housing Foundation** (hereafter referred to as the "management body") is hereby established as a management body.

2. The members of the management body are as follows:
 - Clear Hills County
 - County of Northern Lights
 - Northern Sunrise County
 - Municipal District of Peace No. 135
 - Municipal District of Fairview No. 136
 - Town of Fairview
 - Town of Grimshaw
 - Town of Manning
 - Town of Peace River
 - Village of Berwyn
 - Village of Hines Creek
 - Village of Nampa

3. (1) The management body shall be governed by a board (hereafter referred to as "the board"), comprised of a maximum of twelve (12) members as follows, and appointed in accordance with subsection (2):
 - (a) Each member of the management body shall appoint one member to the board in the manner each member determines appropriate.

 - (2) The board shall be appointed as follows:
 - (a) Members of the board shall be appointed at the annual organizational meeting of each member of the management body in accordance with this Order and at the times the board requests the member of the management body.

 - (b) The term of office for each member of the board:
 - (i) is for a maximum one (1) year term;

 - (ii) shall begin the day after the appointing member of the management body holds its annual organizational meeting in the year appointed; and

 - (iii) end the day the appointing member of the management body holds its annual organizational meeting in the year the term expires.

- Clear Hills County
 - County of Northern Lights
 - Northern Sunrise County (as to 70 percent of its total municipal assessment apportioned and reported by the Northern Sunrise County to the North Peace Housing Foundation)
 - Municipal District of Peace No. 135
 - Municipal District of Fairview No. 136
 - Town of Fairview
 - Town of Grimshaw
 - Town of Manning
 - Town of Peace River
 - Village of Berwyn
 - Village of Hines Creek
 - Village of Nampa
6. (1) The management body is responsible for the operation and administration of the housing accommodation listed in Schedule "A".
- (2) In addition to the housing accommodation operated under subsection (1), the management body may operate Rent Supplement housing accommodation as designations are allocated to the management body by the Minister under the Rent Supplement Program Regulation.
7. For the purposes of the Act, the management body has and is subject to the powers, functions or duties as provided in the following Regulations:
- (a) Management Body Operation and Administration Regulation;
 - (b) Social Housing Accommodation Regulation;
 - (c) Housing Accommodation Tenancies Regulation;
 - (d) Rent Supplement Regulation; and
 - (e) Lodge Assistance Program Regulation.
8. For the purposes of the Act, the management body's reporting date is 90 days from the effective date of this Order.



ALBERTA
JOBS, SKILLS, TRAINING AND LABOUR

Office of the Minister
MLA, Edmonton - Riverview

39688

April 28, 2016

Mr. Douglas Dallyn
Board Chair
North Peace Housing Foundation
PO Box 7050
Peace River AB T8S 1S7

Dear Mr. Dallyn:

I am pleased to attach a copy of North Peace Housing Foundation's Ministerial Order No. H:022/16 with the following amendments to the Appendix:

- Changed "Municipal District of East Peace No. 131" to "Northern Sunrise County" (per Order in Council 324/2002).
- Changed "Municipal District of Northern Lights No. 22" to the "County of Northern Lights" (per Order in Council 24/2010).
- Removal of Section 8 and Schedule "B" because the North Peace Housing Foundation has sold the housing accommodation referred to in these sections.
- Removal of reference to "first members" from Section 3(2) as a housekeeping item.

If you have any questions on this matter, please contact Mr. Shahid Karamat, Portfolio Advisor with Seniors and Housing, toll – free at 310-0000, then 780-422-8269, or by email at Shahid.Karamat@gov.ab.ca.

Sincerely,

Lori Sigurdson
Minister of Seniors and Housing

Attachments

cc: Debbie Jabbour
MLA, Peace River

Richard Walisser, Chief Administrative Officer
North Peace Housing Foundation



Province of Alberta

ALBERTA HOUSING ACT

MANAGEMENT BODY OPERATION AND ADMINISTRATION REGULATION

Alberta Regulation 243/1994

With amendments up to and including Alberta Regulation 36/2022
Current as of April 20, 2022

Office Consolidation

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Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

(Consolidated up to 36/2022)

ALBERTA REGULATION 243/94

Alberta Housing Act

**MANAGEMENT BODY OPERATION AND
ADMINISTRATION REGULATION**

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- 37.1 Expiry

Interpretation and application

1(1) In this Regulation,

- (a) “Act” means the *Alberta Housing Act*;
- (b) “board” means the board of a management body;
- (b.1) “board member” means a member of a board;
- (c) repealed AR 36/2022 s2;
- (d) “management body” means a management body established under the Act;
- (d.1) “record” has the meaning given to it in the *Freedom of Information and Protection of Privacy Act*;
- (e) “social housing accommodation” means social housing accommodation as defined in the *Social Housing Accommodation Regulation* (AR 244/94).

(2) Repealed AR 168/95 s2;

(3) The Minister may exempt a management body or any social housing accommodation operated and administered by a

management body from the application of any of the provisions of this Regulation, subject to any terms and conditions the Minister considers appropriate.

AR 243/94 s1;108/2004;176/2004;141/2017;36/2022

Board and Management Body Administration

Board's duties

2 A board is responsible for

- (a) ensuring that the management body it governs efficiently operates and administers the social housing accommodation under its authority and provides accommodation for those persons in greatest need of that type of social housing accommodation,
- (b) developing and evaluating the policies and programs of the management body, and
- (c) carrying out the powers, duties and functions expressly given to it under the Act.

AR 243/94 s2;36/2022

Corporate status

3 An existing corporation that is established as a management body under section 6(2) of the Act shall maintain its corporate status and otherwise comply with its governing legislation.

Chief administrative officer

4 The board of a management body shall appoint a person to act as the chief administrative officer of the management body and shall forthwith notify the Minister of the name and title of the person so appointed.

AR 243/94 s4;407/94;141/2017;36/2022

Definitions

5 In sections 5.1 to 5.92,

- (a) “board member’s family” means a board member’s spouse or adult interdependent partner, the board member’s children, the parents of the board member and the parents of the board member’s spouse or adult interdependent partner;
- (b) “corporation”, “director”, “distributing corporation”, “officer”, “shareholder”, “voting rights” and “voting

shares” have the meanings given to them in the *Business Corporations Act*;

- (c) “spouse” means the spouse of a married person but does not include a spouse who is living separate and apart from the person if the person and spouse have separated pursuant to a written separation agreement or if their support obligations and family property have been dealt with by a court order.

AR 243/94 s5;168/95;155/2003;141/2017;36/2022

Board member competencies

5.01(1) In this section, “competencies” means knowledge, skills, experience, expertise and qualifications.

(2) A board shall determine the competencies required for board members, which must include any competencies required by the Minister.

(3) A board shall establish a process for the appointment of board members that ensures board members have the competencies determined under subsection (2).

(4) Where an order made under section 5(3)(c) of the Act provides for the appointment of board members, a board member must be appointed in accordance with the process established under subsection (3).

AR 36/2022 s6

No quorum

5.1(1) The Minister may make an order described in subsection (2) in the following situations:

- (a) where vacancies on a board through resignations or disqualifications have reduced the number of board members to less than a quorum;
- (b) where the number of board members able to attend a board meeting is less than a quorum;
- (c) where board members are required to abstain from voting on a matter or are permitted to abstain from voting on a matter and have decided to abstain and the number of remaining board members able to vote is less than a quorum.

(2) If subsection (1) applies, the Minister may order that the remaining board members constitute a quorum.

(3), (4) Repealed AR 36/2022 s7.

AR 168/95 s3;108/2004;176/2004;36/2022

Pecuniary interest

5.2(1) Subject to subsection (3), a board member has a monetary interest in a matter if

- (a) the matter could monetarily affect the board member or an employer of the board member, or
- (b) the board member knows or should know that the matter could monetarily affect the board member's family.

(2) For the purposes of subsection (1), a person is monetarily affected by a matter, if the matter monetarily affects

- (a) the person directly,
- (b) a corporation, other than a distributing corporation, in which the person is a shareholder, director or officer,
- (c) a distributing corporation in which the person beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the corporation or of which the person is a director or officer, or
- (d) a partnership or firm of which the person is a board member.

(3) A board member does not have a monetary interest by reason only of any interest

- (a) that the board member, an employer of the board member or a member of the board member's family may have as a tenant of the social housing accommodation that is operated and administered by the management body,
- (b) that the board member or a member of the board member's family may have by reason of being appointed by the board as a director of a company incorporated for the purpose of carrying on business for and on behalf of the management body or by reason of being appointed as the representative of the board on another body,
- (c) that the board member or a member of the board member's family may have with respect to any allowance, honorarium, remuneration or benefit to which the board member or member of the board member's family may be

entitled by being appointed by the board to a position described in clause (b),

- (d) that the board member may have with respect to any allowance, honorarium, remuneration or benefit to which the board member may be entitled by being a board member,
 - (e) that the board member or a member of the board member's family may have by being employed by the Government of Canada, the Government of Alberta or a federal or provincial Crown corporation or agency, except with respect to a matter directly affecting the department, corporation or agency of which the board member or member of the board member's family is an employee,
 - (f) that a member of the board member's family may have by having an employer, other than the management body, that is monetarily affected by a decision of the management body,
 - (g) that the board member or a member of the board member's family may have by being a member or director of a credit union, a co-operative association or a non-profit organization formed under an enactment or a service club,
 - (h) of the board member, an employer of the board member or a member of the board member's family, that is held in common with the majority of the tenants of the social housing accommodation that is operated and administered by the management body,
 - (i) that is so remote or insignificant that it cannot reasonably be regarded as likely to influence the board member, or
 - (j) that a board member may have by discussing or voting on a matter that applies to businesses or business activities when the board member, an employer of the board member or a member of the board member's family has an interest in a business, unless the only business affected by the matter is the business of the member, the employer of the board member or the board member's family.
- (4) Subsection (3)(g) does not apply to a board member who is an employee of a credit union, co-operative association or organization referred to in that clause.

AR 168/95 s3;155/2003;108/2004;176/2004;141/2017;36/2022

Statement of disclosure**5.3** A board may by resolution

- (a) require that each board member file with the chief administrative officer a statement of the name or names of
 - (i) the members of the board member's family,
 - (ii) the employers of the board member,
 - (iii) each corporation, other than a distributing corporation, in which the board member is a shareholder, director or officer,
 - (iv) each distributing corporation in which the board member beneficially owns voting shares carrying at least 10% of the voting rights attached to the voting shares of the corporation or of which the board member is a director or officer, and
 - (v) each partnership or firm of which the board member is a member.
- (b) repealed AR 36/2022 s9.

AR 168/95 s3;155/2003;108/2004;176/2004;141/2017;36/2022

Disclosure of monetary interest

5.4(1) When a board member has a monetary interest in a matter before the board, a board committee or any other body to which the board member is appointed as a representative of the board, the board member must, if present,

- (a) disclose the general nature of the monetary interest prior to any discussion of the matter,
- (b) abstain from voting on any question relating to the matter,
- (c) subject to subsection (3), abstain from any discussion of the matter, and
- (d) subject to subsections (2) and (3), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.

(2) If the matter with respect to which the board member has a monetary interest is the payment of an account for which funds have previously been committed, it is not necessary for the board member to leave the room.

(3) If the matter with respect to which the board member has a monetary interest is a question on which the board member as a tenant in the social housing accommodation that is operated and administered by the management body has a right to be heard by the board,

- (a) it is not necessary for the board member to leave the room, and
- (b) the board member may exercise a right to be heard in the same manner as a person who is not a board member.

(4) If a board member is temporarily absent from a meeting when a matter in which the board member has a monetary interest arises, the board member must immediately on returning to the meeting, or as soon as the board member becomes aware that the matter has been considered, disclose the general nature of the board member's interest in the matter.

(5) The abstention of a board member under subsection (1) and the disclosure of a board member's interest under subsection (1) or (4) must be recorded in the minutes of the meeting.

(6) If a board member has disclosed a monetary interest at a board committee meeting and the board considers a report of the committee in respect of which the board member disclosed a monetary interest, the board member must disclose the monetary interest at the board meeting and subsection (1) applies to the board member.

AR 168/95 s3;108/2004;176/2004;141/2017;36/2022

Effect of monetary interest in agreements

5.5 No agreement with a management body under which a board member has a monetary interest is binding on the management body unless

- (a) the agreement is for work in an emergency,
- (b) the agreement is for the sale of goods or the provision of services to the management body or to persons contracting with the management body at competitive prices by a dealer in those goods or services and the agreement is incidental to or in the ordinary course of the dealer's business,
- (c) the proposed agreement is approved by the board before the agreement is signed by the management body, or

- (d) the agreement was entered into before the term of the board member started.

AR 168/95 s3;108/2004;176/2004;141/2017;36/2022

Disqualification of board members

5.6(1) A board member is disqualified from the board if

- (a) the board member becomes a judge of a court or a member of the Senate or House of Commons of Canada or of the Legislative Assembly of Alberta,
- (b) the board member is absent from 2 consecutive regular board meetings, unless subsection (2) applies,
- (c) the board member is convicted of an offence punishable by imprisonment for 5 or more years,
- (d) the board member does not vote on a matter at a board meeting at which the board member is present, unless the board member is required or is permitted to abstain from voting under this or any other enactment,
- (e) the board member discloses information the board member is required to keep in confidence under this or any other enactment,
- (f) the board member contravenes section 5.4,
- (g) the board member has a monetary interest in an agreement that is not binding on the management body by reason of the operation of section 5.5,
- (h) the board member uses information obtained through being on the board to gain a monetary benefit in respect of any matter,
- (i) the board member becomes an employee of the management body, unless subsection (3) applies,
- (j) the board member becomes liable to the management body under section 21(2), or
- (k) the board member acts contrary to an order or direction of the Minister under the Act or any other enactment.

(2) A board member is not disqualified by being absent from regular board meetings under subsection (1)(b) if the absence is authorized by the board any time before the end of the next regular meeting of the board immediately following the second meeting missed.

(3) A board member is not disqualified by reason of the operation of subsection (1)(i) if the board authorizes the board member's continued membership any time before the end of the next regular board meeting occurring after the board member became an employee of the management body.

AR 168/95 s3;108/2004;176/2004;141/2017;36/2022

Resignation on disqualification

5.7(1) A board member who is disqualified must resign immediately.

(2) If a board member does not resign immediately,

- (a)** the board may apply to a judge of the Court of Queen's Bench for
 - (i)** an order determining whether the person was never qualified to be or has ceased to be qualified to remain a board member, or
 - (ii)** an order declaring the person to be disqualified from the board,

or

- (b)** a tenant of social housing accommodation operated and administered by a management body who
 - (i)** files an affidavit showing reasonable grounds for believing that a person never was or has ceased to be qualified as a board member, and
 - (ii)** pays into court the sum of \$500 as security for costs, may apply to a judge of the Court of Queen's Bench for an order declaring the person to be disqualified from the board.

(3) An application under this section may only be made within 3 years of the date the disqualification is alleged to have occurred.

(4) An application under this section may be started or continued whether or not an election has been held or a reappointment has been made between the time the disqualification is alleged to have occurred and the time the application is or was commenced and whether or not the person in respect of whom the application is being brought

- (a)** was re-elected in the election or was reappointed,

- (b) was not re-elected or did not run in the election or was not reappointed, or
- (c) has completed a term of office.

AR 168/95 s3;164/2010;36/2022

Decision on disqualification application

5.8(1) After hearing an application under section 5.7 and any evidence, either oral or by affidavit, that is required, the judge may

- (a) declare the person to be disqualified and a position on the board to be vacant,
- (b) declare the person able to remain a board member, or
- (c) dismiss the application.

(2) If a judge declares a person disqualified because information obtained through being on the board was used to gain a monetary benefit, the judge may order the person to pay to the management body a sum of damages determined by the court.

AR 168/95 s3;108/2004;176/2004;141/2017;36/2022

Inadvertence or genuine error

5.9 A judge who hears an application under section 5.7 and finds that the person is disqualified under section 5.6(1)(d), (g) or (h) may still dismiss the application if the judge is of the opinion that the disqualification arose inadvertently or by reason of a genuine error in judgment.

AR 168/95 s3

Appeal

5.91(1) The decision of a judge under section 5.8 may be appealed to the Court of Appeal.

(2) A person who is declared disqualified under section 5.8 and appeals that declaration remains disqualified until the appeal is finally determined.

(3) If, on the final determination of the appeal, the disqualification is set aside,

- (a) the Court must reinstate the person as a board member for any unexpired portion of the term of office for which the person was elected or appointed and require any person who has been elected or appointed to fill the balance of that term to vacate the office, and

- (b) the Court may order that any money paid to the management body under section 5.8(2) be repaid.

(4) If on the final disposition of the appeal the disqualification is set aside but the term of office for which the person was elected or appointed has expired, the person must not be reinstated but is eligible to be elected at the next election or reappointed, as the case may be, if otherwise qualified.

AR 168/95 s3;108/2004;176/2004;36/2022

Reimbursement of costs and expenses

5.92 The board may reimburse the person in respect of whom an application under section 5.7 was made for any costs and expenses that the board considers reasonable, other than costs that have already been awarded to the person by the judge, if

- (a) the application is dismissed, or
- (b) an order is issued declaring the person able to remain a board member.

AR 168/95 s3;36/2022

6 Repealed AR 168/95 s3.

Board meetings

7(1) A board shall hold as many meetings in each year as are required in order to adequately deal with the business of the management body.

(2) A board, at any meeting at which all the board members are present, may decide to hold regular meetings of the board and the resolution shall state the day and time of every such meeting and the place or manner in which each meeting will be held, and no notice of any such meeting is necessary.

(3) The chair of the board may call special meetings of the board whenever the chair considers it expedient to do so, and shall call a special meeting of the board when requested in writing by a majority of the board members.

(4) Notice of a special meeting setting out in writing the time of the meeting, the place or manner in which the meeting will be held and in general terms the nature of the business to be transacted at the meeting shall be given to each board member

- (a) by mailing the notice to the board member's address at least 6 days before the day of the meeting,

- (b) by e-mailing the notice to the board member at an e-mail address provided by the board member at least 3 days before the day of the meeting, if the board member has consented in writing to the receipt of notice by e-mail, or
 - (c) by personally delivering the notice to the board member or any adult person at the board member's residence at least 3 days before the date of the meeting.
- (5) The chair may orally or by notice in writing call a special meeting of the board on shorter notice than that required under subsection (4), but the special meeting may not be held unless
- (a) the notice states the time of the meeting, the place or manner in which the meeting will be held and in general terms the nature of the business to be transacted at the meeting, and
 - (b) at least 2/3 of the board members give written consent to the holding of the meeting.
- (6) No business other than that stated in the notice shall be transacted at any special meeting of the board unless all the board members are present, in which case, by unanimous consent any other business may be transacted.
- (7) When a special meeting is requested by a majority of the board members, the meeting shall be held within 14 days of the date on which the request in writing was delivered to the chair under subsection (3).

AR 243/94 s7;108/2004;176/2004;141/2017;36/2022

Quorum

- 8(1)** A majority of the board members in office is a quorum of the board.
- (2) A decision, rule or policy of a board is not valid unless passed at a board meeting at which there is a quorum present.

AR 243/94 s8;36/2022

Annual and public meetings

- 9(1)** A management body shall provide for the holding of an annual meeting of the tenants of the social housing accommodation it operates and administers.
- (2) A management body shall give adequate prior notice of the annual meeting to all tenants personally or by advertisement or other public notice.

(3) Where a management body operates and administers social housing accommodation at more than one location, it may hold a combined annual meeting in respect of more than one social housing accommodation project.

(4) All tenants and any other person are entitled to attend the annual meeting.

AR 243/94 s9;141/2017;36/2022

10 to 12 Repealed AR 141/2017 s13.;

Records retention

13(1) A management body shall create, organize, retain and dispose of all records and accounts created under the Act in its possession in Alberta in accordance with the applicable records disposition policy or, in the absence of an applicable records disposition policy, in a manner satisfactory to the Minister.

(2) The records and accounts referred to in subsection (1) are the property of the Crown.

AR 243/94 s13;407/94;108/2004;176/2004;141/2017

Delegation of authority

14(1) Subject to subsection (2), a board may delegate any of its powers, functions or duties to an employee, officer or agent of the management body.

(2) A board may not delegate any of its powers functions or duties under section 2, 21, 23, 27 or 28.

(3) A board, when delegating a matter to an employee, officer or agent, may authorize the employee, officer or agent to further delegate the matter.

243/94 s14;36/2022

Business and Financial Operation and Administration

Fiscal year

15 The fiscal year of a management body is the calendar year.

Business plans

16(1) Each year, a management body must, on or before the date specified by the Minister, prepare and submit to the Minister a business plan that covers a 3-fiscal-year period and that includes

- (a) the operating budget for the upcoming 3-fiscal-year period,
- (b) a capital plan for the upcoming 5-fiscal-year period, and
- (c) any other information required by the Minister.

(2) The business plan referred to in subsection (1) must be submitted in a form and manner satisfactory to the Minister.

AR 243/94 s16;108/2004;176/2004;141/2017

17 to 20 Repealed 141/2017 s16.

Expenditure of money

21(1) A board may only initiate or pay an expenditure that is

- (a) included in an operating or capital budget that has been approved by the Minister,
- (b) for an emergency, or
- (c) otherwise authorized by the Minister.

(2) Board members who vote for an expenditure that is not authorized under subsection (1) are jointly and severally liable to the management body for the amount of the expenditure.

AR 243/94 s21;36/2022

Application — sections 22 and 23

21.1 Sections 22 and 23 apply to a management body in respect of social housing accommodation provided by the management body other than lodge accommodation.

AR 36/2022 s20

Transfer to Minister

22(1) A management body shall transfer to the Minister all or any portion of the surplus from its operating or capital budgets in each fiscal year as required by the Minister.

(2) That portion of the surplus transferable to the Minister pursuant to subsection (1) is deemed to be held in trust by the management body for the Minister until it is paid to the Minister, and the management body shall not use any portion of the transferable surplus.

(3) Revenue or income received by the management body by way of a gift made to the management body shall not be considered as surplus for the purposes of this section.

Limits on reserve funds

23(1) Unless the Minister requires surplus funds to be transferred under section 22, a board may use any portion of a surplus from its operating or capital budgets for the creation and maintenance of reserve funds.

(2) A board may create a reserve fund only with the prior approval of the Minister.

(3) A reserve fund may be invested only in the securities referred to in section 26.

(4) The aggregate amount in capital reserve funds shall not exceed at any time in a year the reasonable estimated capital cost of replacing all of the social housing accommodation owned, or otherwise operated and administered, by the management body in that year.

(5) The aggregate amount in operating reserve funds shall not exceed at any time in a year an amount reasonably estimated to be the equivalent of 6 months operating expenditures for the management body in that year.

(6) Notwithstanding subsections (4) and (5), the Minister may authorize a board to maintain in a reserve fund a greater amount than would otherwise be permitted under those subsections.

(7) Any surplus amount in excess of the maximum amount permitted under subsection (4), (5) or (6) that the board allows to remain in a reserve fund is deemed to be held in trust for the Minister until it is paid to the Minister, and the management body shall not use any of that surplus amount.

AR 243/94 s23;141/2017;36/2022

Limits on reserve funds — lodge accommodation

23.1(1) This section applies to a management body in respect of lodge accommodation provided by the management body.

(2) In this section and section 24, “requisitioned municipalities” means the municipalities requisitioned by a management body under section 7 of the Act.

(3) A board may create a reserve fund only with the prior approval of the requisitioned municipalities.

(4) The requisitioned municipalities may, in accordance with subsection (5),

- (a) establish limits on the aggregate amounts that may be held in capital reserve funds or operating reserve funds, and

- (b) provide for the disposition, transfer or allocation of all or any portion of the funds of the management body in excess of the amounts referred to in clause (a).

(5) Subject to subsection (6), the requisitioned municipalities may determine the manner in which the requisitioned municipalities are to decide or vote on an approval under subsection (3) or a matter under subsection (4).

(6) If the requisitioned municipalities are unable to make a determination under subsection (5), the approval or matter must be decided by a majority vote of the requisitioned municipalities.

(7) A management body shall provide to a requisitioned municipality on request

- (a) copies of the operating budget or capital budget adopted by the board for the fiscal year in which the request is made, and
- (b) any other information the requisitioned municipality may require relating to the maintenance and operation of the capital reserve funds or operating reserve funds.

AR 36/2022 s22

Exceptions

24(1) Notwithstanding sections 22 and 23, where in a year the Minister provides financial assistance under the Act to a management body and one or more municipalities have made payments to the management body under section 8 of the Act, the Minister and a majority of the municipalities may agree to a disposition of surplus that is different from how the surplus would be treated under sections 22 and 23.

(2) Notwithstanding section 23.1, where in a year one or more requisitioned municipalities have made payments to a management body under section 7 of the Act, a majority of the requisitioned municipalities may agree to a disposition of the excess funds referred to in section 23.1(4)(b) that is different from how the excess funds would be treated under section 23.1.

AR 36/2022 s23

Borrowing

25(1) Subject to subsection (2), a management body may borrow any sums required to carry out its powers, functions and duties under the Act.

(2) A sum borrowed under this section must be repaid, or the loan must be otherwise retired, within the fiscal year in which the loan is made unless

- (a) the Minister approves otherwise, or
- (b) the Minister has, on the request of the management body, established a borrowing limit in respect of the management body and the borrowing is within the borrowing limit.

AR 243/94 s25;407/94;108/2004;176/2004

Investments

26(1) In this section, “securities” has the meaning set out in the *Financial Administration Act*.

(2) A management body may only invest its money in the following:

- (a) securities that are issued or guaranteed by the Crown in right of Canada or a province, or an agent of the Crown;
- (b) securities of a municipality, school division, hospital district, health region under the *Regional Health Authorities Act* or regional services commission in Alberta;
- (c) securities that are issued or guaranteed by a bank, treasury branch, credit union or trust corporation;
- (d) units in pooled funds in any of the investments described in clauses (a) to (c);
- (e) shares of a corporation incorporated or continued under the *Canada Business Corporations Act* or incorporated, continued or registered under the *Business Corporations Act*, if the investment is approved by the Minister.

(3) The Minister may give an approval under subsection (2)(e) subject to any terms and conditions the Minister considers appropriate.

(4) A management body may not acquire shares of a corporation under subsection (2)(e) if the acquisition would result in the management body’s controlling the corporation.

(5) Nothing in this section prevents a management body from acquiring a share or membership in a non-profit organization.

AR 243/94 s26;141/2017;81/2019

Accounts

27(1) Only a person authorized by a board may open or close accounts to hold, administer or invest money of the management body.

(2) Money of a management body must be kept in a financial institution designated by the board.

(3) All revenue of a management body must be paid into one or more accounts of the management body.

Signing authority

28 Agreements, cheques and other negotiable instruments must be signed by 2 persons authorized by the board for that purpose.

AR 243/94 s28;407/94;36/2022

**Operation and Administration of
Social Housing Accommodation****Property maintenance**

29 A management body shall

- (a) ensure that the social housing accommodation it operates and administers is maintained in a condition so as to provide adequate social housing accommodation to its tenants, and
- (b) ensure that the social housing accommodation meets the requirements of enactments and bylaws applicable to the construction and operation of the social housing accommodation.

AR 243/94 s29;36/2022

Building reports

30(1) A management body shall, with respect to social housing accommodation that it operates and administers and that is owned by the Crown, submit to the Minister a property condition and inspection report at the times required by the Minister.

(2) A property condition and inspection report must be completed by a person who has qualifications acceptable to the Minister and must be in a form acceptable to and contain information required by the Minister.

AR 243/97 s30;250/97;141/2017;36/2022

Repairs to housing accommodation

31(1) Where as a result of an inspection under section 9 of the Act,

- (a) the Minister considers that repairs to the social housing accommodation are necessary in order to ensure that social housing accommodation will be provided, operated and maintained in accordance with the Act and the regulations, and
- (b) the management body responsible for the operation and administration of the social housing accommodation refuses or neglects to carry out the repairs,

the Minister or the Minister's designate, together with any workers that are necessary, may enter the social housing accommodation and carry out the repairs.

(2) The Minister or the Minister's designate shall give reasonable notice of the intended repairs under subsection (1) to

- (a) the management body, and
- (b) the tenants of the social housing accommodation who are affected by the repairs.

(3) The management body and the tenants of social housing accommodation in respect of which a person is exercising powers under subsection (1) shall

- (a) give that person all reasonable assistance to enable that person to exercise those powers, and
- (b) furnish all information relative to the exercising of those powers that the person may reasonably require.

(4) The cost of repairs carried out under this section are the responsibility of the management body and constitute a debt owing to the Crown.

AR 243/94 s 31:36/2022

Contents of housing accommodation

32(1) Where building contents, including, without limitation, furniture, equipment, supplies and appliances, have been supplied, sold, leased or otherwise provided to a management body by the Crown for the purpose of providing social housing accommodation, the management body shall maintain those contents in social housing accommodation operated and administered by the management body unless the Minister directs or agrees otherwise.

(2) A management body shall provide to the Minister on request a report in a form satisfactory to the Minister listing the building contents referred to in subsection (1) of all social housing accommodation operated and administered by the management body.

AR 243/94 s32;407/94;108/2004;176/2004;141/2017;36/2022

Termination of obligations

33(1) Where the Crown owns the social housing accommodation that is operated and administered by a management body, the management body may, on giving at least 3 months' written notice of its intention to the Minister and to the tenants of the social housing accommodation, terminate its operation and administration of any of the social housing accommodation and deliver up the social housing accommodation to the Crown.

(2) The social housing accommodation must be delivered up in good repair, excepting normal wear and tear and damage caused by natural disasters and other accidents beyond the control of the management body.

(3) Where a management body owns the social housing accommodation that it operates and administers, it may terminate its operation and administration of any of the social housing accommodation

- (a) on giving at least 6 months' notice of its intentions to the Minister,
- (b) on giving to the tenants of the social housing accommodation the same period of notice of its intentions as would be required if it were terminating the tenancies,
- (c) if the social housing accommodation has been sold or otherwise transferred by the Crown to the management body, on meeting any terms and conditions provided for in the sale or transfer agreement, and
- (d) if the management body has received financial assistance under the Act in any prior year or in the current year, by meeting the terms and conditions applicable to the provision of the financial assistance.

(4) Where a management body terminates its operation and administration of social housing accommodation under this section,

- (a) unless otherwise agreed to by the Minister, all improvements made by the management body during the period it operated and administered the social housing accommodation become the property of the Crown and

the management body has no right to compensation in respect of those improvements, and

- (b) the management body must return to the Minister all financial assistance under the Act that was given in respect of the social housing accommodation in the year in which notice under subsection (1) or (3) was given.

AR 243/94 s33;407/94;108/2004;176/2004;36/2022

Insurance

34(1) A management body shall, without limiting its obligations or liabilities, insure its operation and administration of social housing accommodation, under a contract of general liability insurance with an insurer licensed in Alberta in an amount satisfactory to the Minister.

(2) Insurance referred to in subsection (1) must include coverage for blanket written contractual liability, employees as additional insureds and contingent employers' liability.

(3) Where a management body operates and administers social housing accommodation at more than one location, subsection (1) applies in respect of each location separately.

(4) A management body shall insure the social housing accommodation it operates and administers, other than social housing accommodation that is the property of the Crown, with an insurer licensed in Alberta in an amount sufficient to compensate for the loss and replacement of the social housing accommodation that is satisfactory to the Minister.

(5) A management body shall insure the contents of the social housing accommodation it operates and administers, other than contents that are the property of the Crown or of tenants, with an insurer licensed in Alberta in an amount sufficient to compensate for the loss and replacement of the contents that is satisfactory to the Minister.

(6) A management body shall maintain an automobile liability insurance policy in respect of the use and operation of each automobile owned or leased by the management body in an amount satisfactory to the Minister.

(7) A management body shall maintain a comprehensive crime insurance policy satisfactory to the Minister, including a fidelity bond, in an amount covering the management body's exposure for loss resulting from theft, fraud and other similar offences, whether committed by its directors, officers or employees or by other persons, whether acting alone or in collusion with others.

(7.1) The management body's exposure for loss referred to in subsection (7) must include all money and property entrusted to the management body and any money or property for which the management body may be legally liable.

(7.2) All deductible amounts are the responsibility of the management body.

(8) A management body shall provide evidence of the coverage required under this section to the Minister on request.

AR 243/94 s34;407/94;168/95;108/2004;176/2004;141/2017
36/2022

Indemnification of board members

35(1) Section 124 of the *Business Corporations Act* applies to a management body as if it were a corporation within the meaning of that Act.

(2) A management body may not indemnify a board member under the authority of subsection (1) unless a majority of the other board members then in office agree to it.

(3) An indemnity must be evidenced in writing.

AR 243/94 s35;251/2001;36/2022

Claims by and against management body

36(1) A management body shall immediately notify the Minister of any claim made against it or by it that could reasonably make the Crown liable to or place the Crown under an obligation to some other person.

(2) Subsection (1) does not apply to any liability or obligation arising under the *Residential Tenancies Act*.

AR 243/94 s36;141/2017

Loss or damage to property

37(1) Where social housing accommodation, or any part of it, that is operated and administered by a management body is destroyed or damaged, the management body

- (a) shall continue to be responsible for that property,
- (b) shall take whatever emergency action is necessary to prevent further loss or damage, and
- (c) shall immediately notify the Minister of the nature and extent of the damage.

(2) Where the damage incurred to the property referred to in subsection (1) is such that the Minister determines it cannot be repaired, the Minister may, on providing at least 30 days' notice in writing to the management body, remove the property from the application of the Act.

(3) Notwithstanding this section, all obligations, duties and liabilities of a management body arising out of the operation and administration of social housing accommodation before the social housing accommodation is removed from the application of the Act continue, and the Minister has no liabilities or obligations except those the Minister in writing agrees to or otherwise assumes from the date the Minister assumes responsibility for the property.

AR 243/94 s37;108/2004;176/2004;141/2017;36/2022

Expiry

Expiry

37.1 For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on September 30, 2027.

AR 36/2022 s34

38 Repealed AR 141/2017 s24.



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Clear Hills County

Request For Decision (RFD)

Meeting:	Policy & Priority Meeting
Meeting Date:	August 6, 2024
Originated By:	Allan Rowe, Chief Administrative Officer
Title:	Coyote Bounty Discussion
File:	11-02-03

DESCRIPTION:

Council requested a discussion regarding Coyote Bounties and a draft resolution for RMA to include Coyotes in Wildlife Damage Compensation Program.

BACKGROUND:

ATTACHMENTS:

Draft RMA Resolution: Wildlife Damage Compensation Program Amendment to include Coyotes

RECOMMENDED ACTION:

RESOLUTION by.....

Initials show support - Reviewed by:	Manager:	CAO: 
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RESOLUTION: Wildlife Damage Compensation Program Amendment to include Coyotes

The inclusion of coyotes in the Wildlife Damage Compensation Program is crucial for providing adequate support to livestock producers who suffer substantial losses due to coyote predation. As the coyote population continues to grow unchecked, the financial burden on livestock producers, particularly those in the cattle industry, becomes increasingly unsustainable. A comprehensive review and amendment of the compensation program, along with proactive monitoring and management strategies, will help mitigate these impacts and support the agricultural community in Alberta.

WHEREAS coyote predation is a significant concern for livestock producers across Alberta, with coyote predation is leading to considerable economic losses, especially during the calving season;

WHEREAS the coyote is the major predator of livestock in Alberta, accounting for over 75 per cent of all predation losses each year;

WHEREAS the current provisions under the Agricultural Pest Act, which designate the coyote as a "nuisance" and provide authority for coyote control on a landowner's property, are insufficient in mitigating the growing coyote population and the resultant livestock losses;

WHEREAS the economic impact of coyote predation directly affects the bottom line of livestock producers, particularly in the cattle industry;

WHEREAS the rapid increase in the coyote population exacerbates the predation problem, leading to greater financial strain on livestock producers;

THEREFORE, BE IT RESOLVED that the RMA request that all relevant Government of Alberta ministries review and amend the Wildlife Damage Compensation Program to include coyotes as a compensable species, thereby providing financial restitution to livestock producers for losses due to coyote predation;

FURTHER BE IT RESOLVED that the RMA (RURAL ALBERTA MUNICIPALITIES) request that all relevant Government of Alberta ministries evaluate and adjust the current staffing, program administration, budgets, and funding sources of the Wildlife Damage Compensation Program to ensure its effectiveness in addressing coyote predation issues;

FURTHER BE IT RESOLVED that the RMA (RURAL ALBERTA MUNICIPALITIES) request the implementation of a comprehensive monitoring and assessment program aimed at proactively managing and mitigating the impact of coyote predation on livestock producers, in conjunction with existing measures for other predators such as wolves, bears, and cougars.

BACKGROUND:

In Clear Hills County and surrounding rural municipalities the ongoing issue of coyote predation on livestock has escalated, with coyote populations increasing rapidly each year. Livestock producers are facing significant financial losses due to coyote kills, and current compensation programs do not adequately address these losses.

The Wildlife Damage Compensation Program currently provides compensation to livestock producers for damage caused by wolves, bears, and cougars. However, coyotes, which pose a significant threat to livestock, are not included in this program. With the coyote population growing each year, the impact on livestock producers is becoming increasingly severe.

Clear Hills County

Request For Decision (RFD)

Meeting:	POLICIES & PRIORITIES MEETING
Meeting Date:	August 6, 2024
Originated By:	Lori Jobson, Corporate Services Manager
Title:	Recognition of Service
File:	12-05-02

DESCRIPTION:

Reeve Bean requested to have a discussion regarding recognition of service.

BACKGROUND / PROPOSAL:



The County has policies that govern the recognition of long-term service of Councillors, Members at Large and staff.

ATTACHMENTS

- Policy 1111 – Recognition of Service (Present and Future Members).
- Policy HRP 5:09 – Long Term Service Recognition

RECOMMENDED ACTION:

RESOLUTION by ... that Council...

Initials show support - Reviewed by:	Manager: 	CAO: 
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Clear Hills County

Effective Date: **May 22, 2018**

Policy Number: **1111**

Title: **RECOGNITION OF SERVICE (PRESENT AND FUTURE MEMBERS)**

1. Policy Statement

- 1.1 Clear Hills County Council shall recognize all present and future Clear Hills County, Municipal Councillor, Member at Large, or Staff member at the end of their term of service.

2. Definition

- 2.1 End of term of service - Having concluded one's working or professional career with Clear Hills County.
- 2.2 Member at Large: any person appointed by Council to a committee.
- 2.3 Immediate Family Member - father, mother, brother, sister, spouse, common law spouse, mother-in-law, father-in-law, daughter, son

3. Procedure

- 3.1 Upon the end of term of service of a Councillor, or Member At Large who has served the County for a minimum of three or more years, Council shall recognize the individual with suitable gifts selected by administration and presented to Council for approval prior to purchase.
 - 3.2.1 Administration shall order the appropriate item(s).
- 3.2 The Reeve will present the gift of recognition for service to the individual.
- 3.3 Council may by resolution, in certain circumstances, recognize a present or former Councillor, or Member at Large.
- 3.4 On becoming aware of the bereavement of immediate Family Member means father, mother, brother, sister, spouse, common law spouse, mother-in-law, father-in-law, daughter, son of a Clear Hills County or Village of Hines Creek, Municipal Councillor, Member at Large, or Staff member the County shall acknowledge the bereavement by purchasing a floral arrangement or a suitable gift at a cost of up to \$100.00.

4. End of Policy

ADOPTED:	Resolution #C186-03	Date: March 25, 2003
AMENDED:	Resolution #C876-03	Date: November 25, 2003
AMENDED:	Resolution #C1150-04	Date: November 23, 2004
AMENDED:	Resolution #C751(11/25/08)	Date: November 25, 2008
AMENDED:	Resolution #C059(01/26/10)	Date: January 26, 2010
AMENDED:	Resolution#C371-12	Date: June 26, 2012
AMENDED:	Resolution#C295-15	Date: June 9, 2015
AMENDED:	Resolution#C259-18	Date: May 22, 2018

Clear Hills County

Policy Number: HRP 5:09

Page 1 of 2

Policy Subject/Title: **LONG TERM SERVICE RECOGNITION**

Chief Elected Officer (CEO)
(Signature)

Chief Administrative Officer (CAO)
(Signature)

Supersedes: June 26, 2007
Date of Last Update
September 12, 2017
Date of Last Update

1310-Employment Regulations
Title & No. of Previous Policy
HRP 5:09 – Long Term Service Recognition
Title & No. of Previous Policy

POLICY STATEMENT:

Clear Hills County appreciates long-term service by employees. Staff shall be formally acknowledged and commended by the County for key long-term service anniversaries in the presence of their peers.

PROCEDURES:

1. The County shall recognize the long-term service of Permanent full time or permanent part time employees who have completed their 5th, 10th, 15th, 20th, 25th and 30th anniversaries of employment with the County.
2. The CAO will budget for the costs within the Administration Department Budget.
3. The value of the award shall be as per the following schedule:

<u>Service Anniversary</u>	<u>Value</u>
5 Years	\$100 desk clock or gift card of equivalent value, \$100 restaurant gift certificate & plaque of recognition for employee & County office
10 Years	\$200 pen set or gift card of equivalent value, \$100 restaurant gift certificate & plaque of recognition for employee & County office
15 Years	\$500 chain/bracelet or engraved knife or gift card of equivalent value, \$100 restaurant gift certificate & plaque of recognition for employee & County office
20 Years	\$1,000 engraved watch or gift card of equivalent value, \$100 restaurant gift certificate & plaque of recognition for employee & County office

Clear Hills County

Policy Number: HRP 5:09

(continued)

Page 2 of 2

Policy Subject/Title: **LONG TERM SERVICE RECOGNITION**

Chief Elected Officer (CEO)
(Signature)

Chief Administrative Officer (CAO)
(Signature)

Supersedes: June 26, 2007
Date of Last Update
September 12, 2017
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1310-Employment Regulations
Title & No. of Previous Policy
HRP 5:09 – Long Term Service Recognition
Title & No. of Previous Policy

25 Years \$1,500 mantel clock or framed print, engraved or gift card of equivalent value, \$100 restaurant gift certificate & plaque of recognition for employee and County office

30 Years and Over At Council's discretion.

4. Service will be determined by the calendar year that the employee first assumed a permanent position. The CAO shall annually compile and approve a list of those eligible for awards and advise the appropriate Department Managers of employees to be recognized.
5. The Long Term Service Awards will be presented by the Department Manager the employee works for and/or the CAO.