Appendix C:

Permissive Tax Exemption Applications Not Recommended for Approval



APPLICATION FORM FOR PERMISSIVE EXEMPTION FROM PROPERTY TAXATION FOR 2017-2019

(Section 224 of the Community Charter)

1.	IDENTIFIC	ATION OF	APPLICANT:
	IDENTITIO	ALION OI	

	Organization name: Victoria Disability Resource Centre							
		under the Societies Act?	Yes	\checkmark	No			
	Are you a registere	d charity?	Yes	\checkmark	No			
	Mailing Address:	17A Fort St., Victoria	, BC V8W 1	H6				
	Contact Person:	David Hosking	Email A	Address:	rector@drcvi	ictoria.com		
	Telephone Number	250-595-0044	Fax Nu	mber: <u>250</u>)-5 95 -15	512		
	Preferred method o	of application reminder:	Email	\checkmark	Mail			
2.	PROPERTY (com	plete a separate form for	each property)				
	Folio Number: 010	004002	Address: 815	Fort St.	, Victoria	a		
	•	_ot 263, that part of						
	÷	(if different than above):						

 <u>ABOUT YOUR ORGANIZATION</u>: Please provide a brief description of the goals and objectives of the organization.

Established in 1990, the Victoria Disability Resource Centre (VDRC) is a cross-disability, grassroots, registered charity. The primary focus of the VDRC is to promote opportunities for people with all types of disabilities to grow up in a supportive family and then transition to independent living as an adult. Independent living means that, to the extent possible, a disabled person is able to live on their own or in their own family unit with the necessary family and community supports readily available so they are freely

4. <u>PRINCIPAL USE OF THIS PROPERTY</u>: Please provide a brief description of the principal use of the property and how this use benefits the community.

The Victoria Disability Resource Centre portion of the property is used to deliver programs to people with disabilities which promote their integration and inclusion in their community.

The VDRC offers four core programs in support of its objective of promoting independent living as the new perspective on disability. These four programs are the Information and Referral Program, the Peer Support Program, the Employment Skills Development Program, and the Research & Community Development Program.

The programs delivered through the VDRC provide direct benefits to individuals with disabilities seeking support and information from their peers and an opportunity to learn and create a path to independence for themselves. The programs also benefit those who support people with



APPLICATION FORM FOR PERMISSIVE EXEMPTION FROM PROPERTY TAXATION FOR 2017-2019

(Section 224 of the Community Charter)

5. <u>COMMERCIAL ACTIVITY</u>: Please provide a brief description of any commercial activities that your organization conducts on this property.

No commercial activity.

- 6. <u>LEASED SPACE</u>: Please attach any and all lease agreements for any portion of the identified property that your organization rents or leases to another organization or individual.
- 7. <u>CATEGORY</u>: Please select the applicable permissive tax exemption category for which you are applying. For further explanation of permissive tax exemption categories please read the full text of the Permissive Tax Exemption policy found at <u>www.victoria.ca/permissive</u>.

Social Service	17	Arts & Cultural Facility	· ·
		Alts & Outural Laolity	<u>i</u>
Place of Worship		Athletic/Recreational Facility	
Rail/Track Property			
Educational Facility	Independent School Cl	assification: Group 1 2	34
Supportive Housing			
Temporary	or transitional housing		
Treatment p	orogram		
• Permanent	facility		
 Supportive : 	stạff	· ·	
Group home	3		
 Special nee 	ds/disability housing		

 <u>PUBLIC ACKNOWLEDGEMENT</u>: All recipients of City of Victoria permissive tax exemptions are required to publicly acknowledge the exemption. How does your organization plan on publicly acknowledging the exemption?

The exemption will be noted on our webpage, in our quarterly newsletter and in all pamphlets which are produced.



APPLICATION FORM FOR PERMISSIVE EXEMPTION FROM PROPERTY TAXATION FOR 2017-2019

(Section.224 of the Community Charter)

9. FINANCIAL STATEMENTS: Attach your most recent financial statements.

10. <u>PROPERTY OWNERSHIP</u>: Do you plan on selling any portion of the property during 2017-2019?

- Yes No 🗸
- 11. DECLARATION:

I am an authorized signing officer of the organization and I certify that the information given in this application is correct. Should a permissive tax exemption be granted on the above listed property, I agree to the following terms:

- If the property is sold prior to the exemption expiration, the organization will remit to the City an amount equal to the taxes that would have otherwise been payable to the City by a non-exempt owner.
- The property use will be in compliance with all applicable municipal policies and bylaws.
- The organization will publicly acknowledge the permissive tax exemption granted by the City:

Grahm Hill Name (please print)

Signature

Position

Date

Treasurer



Victoria Disability Resource Centre Promoting a new perspective on disability

LEASE AGREEMENT

This lease agreement was entered into on, between the Victoria Disability Resource Centre Society (VDRC), a registered society organized under the laws of British Columbia, of having its principal place of business at 817A Fort Street, Victoria, BC, referred to as "lessor," and <u>BCPA</u>, referred to as the "lessee."

DESCRIPTION OF PREMISES

The VDRC agrees to lease premises located at 817 A Fort Street, Victoria, BC as follows:

□ Meeting Room

- X Office
- □ Interview Room

TERM

The term of this lease agreement is <u>monthly</u>, beginning on <u>May 1st</u>, <u>2012</u>. Either party may end this agreement with one month's notice.

RENT

A. The total monthly rent under this lease agreement is $\frac{500.00 + 12\% \text{ HST/mo.}}{5560.00}$

The VDRC shall provide one desk and chair, telephone and internet access and use of all common areas.

B. Lessee shall pay the VDRC the above specified amount of <u>\$560.00</u> each month, beginning on <u>May 1st, 2012</u>, with succeeding payments due on the <u>first</u> day of each subsequent month during the term of the lease agreement.

USE OF PREMISES

The premises are to be used for the purposes of <u>administering a program</u>. The Lessee will <u>have access to use of a printer</u>, fax and photocopier as needed. <u>Printing costs will</u> be invoiced at: \$00.12 for colour copies and \$00.08 for black and white copies.

Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the prior, express, and written consent of the VDRC.

Page 1 of 3

RESTRICTIONS ON USE

A. Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of lessee's business purposes.

B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

REPAIRS AND MAINTENANCE

Lessee shall maintain the premises and keep them in good repair at its expense, except that side and rear exterior walls and the roof will be maintained in good condition by lesser.

Lessee shall maintain and repair glass windows/doors and interior walls.

DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

A. Lessor represents that the demised premises are in fit condition for use by lessee. Acceptance of the demised premises by lessee shall be construed as recognition that the demised premises are in a good state of repair and in sanitary condition.

B. Lessee shall surrender the premises at the end of the lease term, or any renewal of such term, in the same condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of nature, including fires and storms. Before delivery, lessee shall remove all business signs placed on the demised premises by lessee and restore the portion of the demised premises on which they were placed in the same condition as when received.

NONLIABILITY OF LESSOR FOR DAMAGES

Lessor shall not be liable for damage claims for injury to persons or property from any cause relating to the occupancy of the premises by lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the premises during the term of this lease agreement or any extension of such term. Lessee shall indemnify lessor from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

SUBLEASING

A. Lessee shall not assign or sublease the premises, or any right or privilege connected with the premises, or allow any other person except agents and employees of lessee to occupy the premises or any part of the premises without first obtaining the written consent of lessor. Consent by Lessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons.

B. An unauthorized assignment, sublease, or license to occupy by lessee shall be void and shall terminate this lease agreement at the option of lessor.

C. The interest of lessee in this lease agreement is not assignable by operation of law without the written consent of lessor.

MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

In witness, each party to this lease agreement has caused it to be executed at 817A Fort Street, Victoria, BC

VDRC Representative Date

<u> </u>			
Lessee	•	,·-	

Date

Page 3 of 3



Victoria Disability Resource Centre Promoting a new perspective on disability

LEASE AGREEMENT

This lease agreement was entered into on April 1st, 2011, between the Victoria Disability Resource Centre (VDRC), a registered non-profit organization under the laws of British Columbia, of having its principal place of business at 817A Fort Street, Victoria, BC, referred to as "leasee," and Muscular Dystrophy Canada, referred to as "leaseholder."

SECTION ONE

DESCRIPTION OF PREMISES

The Victoria Disability Resource Centre agrees to lease premises located at 817A Fort Street, Victoria, BC as follows:

\Box	Monday	X Tuesday			Wedness	lay X	Thur	sđay	🛛 Friday	
\Box	Board Room	□ Interview	v Roc	om		Office 11	0	X	Office 112	
\Box	Less than 10	X Less than	15			Less than	20		Less than 25	5
	hours/week	hours/week		· ·		hours/wee	k		hours/week	
	Less than 30 h	ours/week		Less	than 35 h	ours/week		More	than 45 hours/	week

During the following hours:

Generally, staff from the Bridges to the Future program will be on the premises between the hours of 11:00 am - 3 pm.

Staff will also have one set of keys and a security code for the Centre. The program will have some group meetings occur during the weekend and possibly some evenings.

SECTION TWO

TERM OF LEASE CONTRACT

The term of this lease agreement is month to month, beginning on April 1st, 2011. Either party may end this agreement with one month's written notice.

SECTION THREE

RENT

A. The total monthly rent under standard lease agreement with the landlord, for lease of Office 112 with less than 15 hours occupation per week is \$300.00 per month.

The VDRC shall provide one desk and chair to the leaseholder, along with telephone, internet access, photocopy and fax service, reception support and use of all common areas.

B. \$300.00 per month is due and payable on the first day of each subsequent month during the term of the lease agreement.

SECTION FOUR

USE OF PREMISES

The premises are to be used for the purposes of administering the *Bridges to the Future* program for youth with disabilities. The Leaseholder shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the prior, express, and written consent of the Victoria Disability Resource Centre.

SECTION FIVE

RESTRICTIONS ON USE

A. Leaseholder shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of leaseholder's business purposes.

B. Leaseholder shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

SECTION SIX

WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Leaseholder shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose. Leaseholder must maintain cleanliness and professional appearance of space used.

SECTION SEVEN

DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of the landlord to deliver possession to the leaseholder on the date set forth in Section Two. The landlord shall not be liable to the leaseholder for any loss or damage suffered by reason of such a delay; provided, however, that the landlord does deliver possession no later than 1 month, following the specified date of possession. In the event of a delay in delivering possession, the rent for the period of such

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delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

SECTION EIGHT

REPAIRS AND MAINTENANCE

A. The leaseholder shall maintain the premises and keep them in good repair at its expense, except that side and rear exterior walls and the roof will be maintained in good condition by the landlord.

B. The landlord shall maintain and repair windows, doors, skylights, adjacent sidewalks, the building front, and interior walls.

SECTION NINE

DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

A. Landlord represents that the demised premises are in fit condition for use by leaseholder. Acceptance of the demised premises by leaseholder shall be construed as recognition that the demised premises are in a good state of repair and in sanitary condition.

B. Leaseholder shall surrender the premises at the end of the lease term, or any renewal of such term, in the same condition as when leaseholder took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, leaseholder shall remove all business signs placed on the demised premises by leaseholder and restore the portion of the demised premises on which they were placed in the same condition as when received.

SECTION TEN

NONLIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be liable for damage claims for injury to persons or property from any cause relating to the occupancy of the premises by leaseholder, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the premises during the term of this lease agreement or any extension of such term. Leaseholder shall indemnify landlord from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses. of this nature,

SECTION ELEVEN

A. Leaseholder shall not assign or sublease the premises, or any right or privilege connected with the premises, or allow any other person except agents and employees of leaseholder to occupy the premises or any part of the premises without first obtaining the written consent of landlord.

Consent by landlord shall not be consent to a subsequent assignment, sublease, or occupation by other persons.

B. An unauthorized assignment, sublease, or license to occupy by leaseholder shall be void and shall terminate this lease agreement at the option of landlord.

C. The interest of leaseholder in this lease agreement is not assignable by operation of law without the written consent of landlord.

MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

PARAGRAPH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

In witness, each party to this lease agreement has caused it to be executed at 817A Fort Street, Victoria, BC

VDRC Representative

Muscular Dystrophy Canada Representative

Date

Date



Victoria Disability Resource Centre Promoting a new perspective on disability

June 21, 2016

Elizabeth Lalonde Director Pacific Training Centre for the Blind

Dear Elizabeth,

This letter is to set out the terms of our agreement under which Pacific Training Centre for the Blind (PTCB) will continue to rent an office space from the Victoria Disability Resource Centre (VDRC).

PTCB will rent an office space from the VDRC in June, 2016, and from September, 2016, until August, 2017. This term may be extended for a term to be determined, but limited to the duration of the VDRC's current lease and its possible extension, on terms to be determined.

PTCB will rent a cubicle desk space for 3 days per week and the boardroom from 10:00 am to 4:00 PM Tuesdays and Wednesdays starting in September, 2016, for \$300 per month + GST. As well the cubicle desk will be rented for June, 2016, at \$150 + GST. To be invoiced monthly at the first of each month.

PTCB will have two sets of keys (and fobs) to the VDRC office and an alarm code. The rental includes a desk and chair, lockable cupboard apace, connection to VDRC internet and use of the common area.

PTCB will use the office for their administrative and assessment functions and use the board room for their client training activities during and after regular opening hours.

Tel: 250.595.0044

Fax: 250.595.1512

This agreement may be cancelled by either party on 30 days' notice or by mutual agreement on 14 days' notice.

Yours truly,

David L. Hosking Chair and Acting Executive Director

Agreed on behalf of Pacific Training Centre for the Blind:

Elizabeth Lalonde[®] Director Pacific Training Centre for the Blind

Klompas & Rothwell CHARTERED PROFESSIONAL ACCOUNTANTS

#212 - 895 Fort Street Victoria, BC V8W 1H7 Telephone: 250-384-7272 Fax: 250-384-7247 S.J. Rothwell, B.A., C.A., CPA N.M. Klompas, B.Comm., C.A., CPA

NOTICE TO READER

On the basis of information provided by the Society we have compiled the statement of financial position of Victoria Disability Resource Centre as at March 31, 2016 and statements of operations and ohange in net assets and cash flow for the year then ended.

We have not performed an audit or review engagement on these financial statements and, accordingly, we express no assurance thereon,

· Readers are cautioned that these statements may not be appropriate for their purposes.

July 7, 2016 Victoria, BC

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Chartered Accountants

VICTORIA DISABILITY RESOURCE CENTRE

FINANCIAL STATEMENTS

(Unaudited - See Notice to Reader)

MARCH 31, 2016

Klompas & Rothwell CHARTERED PROFESSIONAL ACCOUNTANTS

VICTORIA DISABILITY RESOURCE CENTRE STATEMENT OF FINANCIAL POSITION MARCH 31, 2016 (Unaudited - See Notice to Reader)

(Unaudited – See Notice to Reader)

	<u>2016</u>	<u>2015</u>
ASSETS		
Current assets Cash (Note 3) Accounts receivable Inventory Prepaid expenses	\$ 107,228 9,077 271 <u>1,146</u>	\$ 117,784 7,172 3,914 <u>1,030</u>
	117,722	129,900
Leaseholds improvements, furniture and equipment (Note 4)	. 46,656	74,874
	\$ <u>164,378</u>	\$ <u>204,774</u>
<u>LIABILITIES</u> Current liabilities	• •	
Deferred revenue (Note 5) Accounts payable and acorued charges	\$ 64,948 _ <u>13,473</u>	\$ 81, 280 <u>12,877</u>
•	78,421	94,157
Long-term deferred revenue (Note 6)	55,639	83,458
	134,060	177,615
Net assets	<u>30,318</u>	27,159
	\$ <u>164,378</u>	\$ <u>204,774</u>

Approved by the Board: Director Director

VICTORIA DISABILITY RESOURCE CENTRE STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS

YEAR ENDED MARCH 31, 2016 (Unaudited – See Notice to Reader)

	<u>2016</u>	<u>2015</u>
Revenue	•	
Donations and fundraising	\$ 39,118	\$ 24,972
Gaming revenue	62,500	62,500
Grants	121,952	170,630
Parking permit sales	133,278	119,078
Miscellaneous	369	589
	357,217	377,769
		511,105
Expenses		•. •
Accounting and professional fees	12,316	12,352
Advertising and printing	6,156	151
Amortization	37,515	36,137
Bad debts	- 3	70
Contract work	29,651	52,188
Insurance and licenses	3,000	2,836
Interest and bank charges	3,284	3,188
Leases	6,236	6,791
Office .	21,225	19,375
Parking permits	3,845	4,061
Rent	98,515	101,095
Repairs and maintenance	8,726	7,382
Telephone and utilities	8,533	10,057
Travel	3,700	4,676
Wages and benefits	<u>111,353</u>	<u>134,243</u>
	<u>354,058</u>	<u>394,602</u>
Excess of revenues over expenses	3,159	(16,833)
Net assets, beginning of year	27,159	43,992
Net assets, end of year	\$ <u>_30,318</u>	\$ <u>_27,159</u>

Klompas & Rothwell OHARTERED PROFESSIONAL ACCOUNTANTS

VICTORIA	DISABILITY	RESOURCE	CENTRE

STATEMENT OF CASH FLOWS <u>YEAR ENDED MARCH 31, 2016</u> (Unaudited – See Notice to Reader)

	<u>2016</u>	2015
Operating activities Excess of revenues over expenses	\$ 3,159	\$ (16,833)
Items not involving cash Amortization of leaseholds and equipment	37,515	36,137
	40,674	19,304
Cash provided by (used in) changes in non-cash working capital items, net Accounts receivable Inventory Prepaid expenses Accounts payable Deferred revenue	(1,905) 3,643 (116) 596 (16,332)	3,009 3,570 73 23 <u>17,780</u>
· · ·	(14,114)	_24,455
Cash provided by operations	26,560	43,759
Financing activities Long-term deferred revenue, net of amortization	<u>(27,819</u>)	<u>(27,819</u>)
Cash (used in) financing activities	(27,819)	<u>(27,819</u>)
Investing activities Purchase of equipment	<u>(9,297</u>)	
Cash (used in) provided by investing activities	<u>(9,297)</u>	·
(Decrease) increase in cash during the year	<u>(10,556</u>)	15,940
Cash position, beginning of year	<u>117,784</u>	101,844
Cash position, end of year	\$ <u>107,228</u> .	\$ <u>117,784</u>

Klompas & Rothwell CHARTERED PROFESSIONAL ACCOUNTANTS

VICTORIA DISABILITY RESOURCE CENTRE NOTES TO THE FINANCIAL STATEMENTS MARCH 31, 2016 (Unaudited – See Notice to Reader)

1. Purpose of the Society

The Victoria Disability Resource Centre is incorporated under the Society Act (British Columbia) and is a registered charity under the Income Tax Act. The Society is dedicated to facilitating self-determination of individuals with disabilities.

2. Significant accounting policies

These financial statements are prepared in accordance with Canadian generally accepted accounting principles for non-profit organizations

Leasehold improvements, furniture and equipment:

Leasehold improvements, furniture and equipment are stated at cost and amortized at rates estimated to be sufficient to amortize the cost of the assets over their estimated useful life and the following annual rates and methods:

Furniture	5 ye
Computer equipment	3 ye
Leasehold improvements	10 ye

5 years straight line 3 years straight line 0 years straight line

Revenue recognition:

The Society follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received if the amount can be reasonably estimated and collection is reasonably assured. Donations in kind are recorded at the estimated fair market value of the donation.

Measurement uncertainty

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. By their nature, these estimates are subject to measurement uncertainty and the effect on the financial statements of changes in such estimates in future periods could be significant.

3. Cash

Cash includes \$ 63,529 that is restricted to expenditures approved under the Direct Access Grants program of the B.C. Gaming and Enforcement Branch

Klompas & Rothwell CHARTERED PROFESSIONAL ACCOUNTANTS

VICTORIA DISABILITY RESOURCE CENTRE NOTES TO THE FINANCIAL STATEMENTS MARCH 31, 2016

(Unaudited – See Notice to Reader)

4. Leasehold improvements, furniture and equipment

	Cost	Accumulated <u>Depreciation</u>	Net Book <u>Value 2016</u>	Net Book <u>Value 2015</u>
Léasehold improyements Furniture Computer equipment	\$ 310,650 17,838 	\$ 274,429 8,968 _23,175	\$ 36,221 8,870 <u>1,565</u>	\$ 70,737 1,790 347
· · · · · ·	\$ <u>353,228</u>	\$ <u>306,572</u>	\$ <u>46,656</u>	\$ <u>_74,874</u>

5. Deferred revenue

Deferred revenue is related to the unexpended portion of grants received during the year. The amount is represented by the unused portion of the following grants

BC Gaming	\$ 6 2,5 00
Literacy Victoria	_ <u>2,488</u>
	\$ 64.988

6. Long-term deferred revenue

The Society received funding from the province of British Columbia towards the cost of relocating, leasehold improvements, equipment and furniture. This contribution is amortized to income over a ten year term to match the amortization period of the assets that it relates to.

<u>VICTORIA DISABILITY RESOURCE CENTRE</u> <u>NOTES TO THE FINANCIAL STATEMENTS</u> <u>MARCH 31, 2016</u> (Unaudited – See Notice to Reader)

7. Commitments

Currently the Society is committed to the following operating lease:

Equipment:

The Society leases a photocopier. A future minimum lease payment on this lease for the next five years is as follows:

2017	\$ 3,560
2018	3,560
2019	3,560
2020	<u>585</u>
	\$ <u>11,265</u>

Premises:

The Society leases its premises. Future minimum lease payments on this lease for the next two years is as follows:

2017	\$ 64,319
2018	64,319
	\$ <u>128,638</u>

8. Economic dependence

The Society received grants from various government agencies, which account for approximately 40% (2015 54%) of its total revenues. Should these grants be eliminated, management is of the opinion that the Society's activities would be significantly affected.