



**Taber & District
HOUSING FOUNDATION**

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

AGENDA

Regular Monthly Board Meeting Taber and District Housing Foundation Thursday, November 15, 2018 @ 1:30 p.m. TDHF Admin Office - Boardroom

- 1. Approval of Agenda**
- 2. Approval of Minutes:**
 - a) Minutes – Regular Monthly Board Meeting – October 18, 2018
- 3. Business Arising:**
 - a) Commercial Washer & Dryer
 - b) Tub & Lift – Delivery & Installation
 - d) Suzy Q Food Service Carts
 - e) Capital Maintenance and Renewal Program Conditional Grant Funding Agreement
- 4. Approval of Financial Statements and reports:**
 - a) Summary update: Social Housing and Clearview Lodge
For October 31, 2018 - Bank Reconciliations, Income statements, and current cheque listing issued up to Meeting date (*a list will be handed out at the meeting*).
- 5. Reports**
 - a) Lodge Manager Report
 - b) Maintenance Manager Report
 - c) Placement Officer Report
 - d) Financial Administrator Report
 - e) Chief Administrative Officer Report
- 6. New Business:**
 - a) No-Smoking Policy – specifically with cannabis consumption and use of Designated Smoking areas
 - b) Municipal Appointment Letters
 - c) Selection of Committees & Committee Chairs
 - d) Signing Authorities
 - e) Review of Draft 2019 Board Calendar
 - f) CAO Performance Evaluation
- 7. Information**
 - a)
 - b)
- 8. Adjournment**

Next Meeting: TDHF Board December 13, 2018 1:30 pm TDHF Boardroom



**Taber & District
HOUSING FOUNDATION**

Provides individuals, families and seniors with affordable and caring accommodation

**MINUTES
Regular Monthly Board Meeting
Taber and District Housing Foundation
Thursday, October 18, 2018
TDHF Admin Office – Boardroom**

ATTENDANCE

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

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

Rosanne Horrocks, Chairman, called the Regular monthly meeting to order at 1:32 p.m.

1. Approval of Agenda

Motion 2018-122

MOVED by J. Strojwas to approve the Agenda with correction to venue “TDHF Admin Office – Boardroom”.

CARRIED

2. Approval of Minutes

Motion 2018-123

MOVED by L. English to accept the minutes from the Regular Board Meeting of Thursday, September 20, 2018.

CARRIED

3. Suzy Q Presentation – Chef Dean Arnold

Chef Arnold presented information about SuzyQ food service carts and reported on his visit to the Bow Island Healthcare Centre where this equipment is in service. Chef Arnold presented a number of advantages of using such a system; including increased selection for residents, increased food quality and increased safety in serving meals

Motion 2018-124

MOVED by T. Miyanaga to purchase two (2) food service carts at a maximum cost of \$16,000 (plus GST).

CARRIED

Z.aji

4. Business Arising

- a) **Commercial Washer & Dryer** – Maintenance Manager reported that the delivery of the washer and dryer was expected before the end of October.
- b) **Tub & Lift** – Maintenance Manager reported that the old tub had been removed, painting of the bathing room was completed and new flooring had been installed. The new tub was scheduled to arrive by the end of the week.
- c) **Business Plan Submission** – CAO presented a letter from Amber Gallant, Housing Portfolio Advisor, that recognized the submitted business plan. CAO to present the updated business plan on the TDHF website, per Amber's recommendation.
- d) **Major Capital Project Submissions** – CAO presented a letter sent to Robert Craig, Director, of Capital Planning and Reporting for Alberta Seniors and Housing. The letter was a summary of all the capital maintenance and renewal requests for future years and for the Affordable Housing Project, as proposed by Alberta Rural Development Network.
- e) **Administration Office Renovations** – CAO reported that almost all renovations are completed as the blown-in insulation was placed on the weekend. The only outstanding item is the window-tinting and matching the existing installation of window film.

5. Approval of Financial Statements and Reports:

Motion 2018-125

MOVED by T. Miyanaga to accept for information the financial information for the month of September 2018 for both Social Housing and Clearview Lodge as presented.

CARRIED

6. Reports

- a) Lodge Manager's Report

Motion 2018-126

MOVED by I. English to accept the Lodge Manager's report, as presented.

CARRIED

- b) Maintenance Manager's Report

Motion 2018-127

MOVED by J. Strojwas to accept the Maintenance Manager's report, as presented.

CARRIED

- c) Placement Officer Report

Motion 2018-128

MOVED by D. Hansen to accept the Placement Manager's report, as presented.

CARRIED

- d) Financial Administrator Report

Motion 2018-129

MOVED by L. English to accept the Financial Administrator's report, as presented.

CARRIED

e) Chief Administrative Officer Report

Motion 2018-130

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

CARRIED

CAO was directed to provide performance review documentation to the Personnel Committee and a CAO Evaluation meeting scheduled for November 7, 2018 at 10:00 am.

7. New Business

a) Members-at-Large

Motion 2018-131

MOVED by J. Strojwas that Taber and District Housing Foundation accept Harry Prummel as a Director – Member at Large, effective immediately.

CARRIED

Motion 2018-132

MOVED by T. Miyanaga that Taber and District Housing Foundation accept Tom Machacek as a Director – Member at Large, effective immediately.

CARRIED

Motion 2018-133

MOVED by D. Hansen that Taber and District Housing Foundation contact Lucia van der Wielen by letter to decline her request to be a Director – Member at Large.

CARRIED

b) Discussion with Chief of Police – Dr. Graham Abela

Taber Police Service Chief of Police, Dr. Graham Abela, arrived to discuss some of the details of the Town of Taber Community Standards Bylaw 15-2018 regarding public consumption of cannabis. Chief Abela explained that the bylaw has a broad definition of "public space" and that allowing Manor and Lodge residents to smoke cannabis in designated smoke shelters likely is in contravention of the community bylaw.

Chief Abela did suggest that the bylaw did have provision for Council to designate specific sites/areas to allow for consumption of cannabis and one option might be to approach the Town to seek such designation for the smoke shelters.

CAO was directed to discuss the issue with Town Administration.

8. Other Information

a) Monitoring & Licensing Summary – AB Govt: Compliance and Monitoring Branch

b) Crowsnest Pass Seniors Lodge Groundbreaking

9. Adjournment

Motion 2018-134

MOVED by L. English to adjourn this meeting at 3:55 pm

CARRIED

Next Meeting – Thursday, November 15, 2018

TDHF Admin Office

Rosanne Horrocks, Chairperson

Linda English, Vice-Chairperson



Office of the Executive Director
Housing Capital Programs Branch
Housing Division
12th Floor, 44 Capital Boulevard
10044 – 108 Street
Edmonton, Alberta T5J 5E6
Telephone: 780-422-8474
Fax: 780-644-7482
Lynda.Cuppens@gov.ab.ca

November 9, 2018

Mr. Tim Janzen, Chief Administrative Officer
Taber and District Housing Foundation
5318 -48 Avenue
Taber, Alberta T1G 1S2

Dear Mr. Janzen:

Further to Minister Sigurdson's August 21, 2018, letter, please find attached one (1) original copy of the *Capital Maintenance and Renewal Program Conditional Grant Funding Agreement*. The scope of work approved is listed in Schedule A of the agreement. We are also requesting that you provide us with the contact person for your projects on Page 9. I would ask that you have the agreement reviewed, print two (2) single sided copies for signature and return both copies of the agreement to the following address:

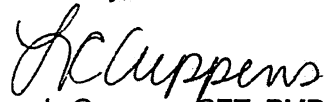
Alberta Seniors and Housing
Housing Division
Housing Capital Programs Branch
12th Floor, 44 Capital Boulevard
10044 – 108 Street
Edmonton, AB T5J 5E6
Attention: Aisa Soochit, Grant Coordinator

Following the signing and dating of the agreements by the appropriate Alberta Social Housing Corporation (ASHC) signing authority, a fully executed copy will be sent to you for your files, and we can advance funds in accordance with the terms and conditions of the grant funding agreement.

If you have any questions regarding the agreement, please contact Aisa Soochit at 780-422-8229 (toll-free by first dialing 310-0000) or by email at aisa.soochit@gov.ab.ca.

We are pleased to work with you to implement the Capital Maintenance and Renewal Program to ensure Albertans continue to have access to well-maintained safe, secure, and affordable housing.

Yours truly,


Lynda Cuppens, CET, PMP
Executive Director

Attachment

**CAPITAL MAINTENANCE AND RENEWAL PROGRAM
GRANT FUNDING AGREEMENT
(the "Agreement")**

This Agreement is made effective the ____ day of _____, 2018
(the "Effective Date").

BETWEEN:

ALBERTA SOCIAL HOUSING CORPORATION

("ASHC")

- and -

TABER AND DISTRICT HOUSING FOUNDATION

(the "Recipient")

BACKGROUND

WHEREAS ASHC has authority to provide grants for services and needs pursuant to the *Alberta Housing Act*, as amended from time to time, and to enter into agreements with respect to such grants;

WHEREAS the Recipient is a management body formed pursuant to the Alberta Housing Act and has applied for grant funding for the purpose of implementing capital maintenance and renewal projects as described in Schedule "A" to this Agreement

THEREFORE, in consideration of the terms and conditions set out in this Agreement, ASHC and the Recipient agree as follows:

DEFINITIONS

1. In this Agreement, these words have the following meanings:
 - a) **"Agreement"** means this document including Schedules "A" and "B".
 - b) **"Approved Project"** means the capital maintenance and related services and work as set out in the attached Schedule "A";
 - c) **"Grant"** or **"Portion of the Grant"** means grant funds paid by ASHC to the Recipient under this Agreement and includes any accrued interest on the grant funds that may be realized by the Recipient as a result of holding or investing any or all of the grant funds in an interest-bearing account or security.

- d) **“Records”** means any information or documentation requested by ASHC from the Recipient related to the Approved Project, including but not limited to housing records, repair, improvement, construction, labour or supply records, occupancy reports, financial statements, financial updates or proof of insurance.

EFFECTIVE DATE AND TERM

2. The effective date commences on the date first written above (the “Effective Date”) and is the date this Agreement comes into effect.
3. The Term of this Agreement is two years from the Effective Date (the “Term”). The Agreement will expire at the end of the Term, unless extended in writing by ASHC.

GRANT

4. ASHC shall provide to the Recipient a maximum Grant not to exceed the amount of **One Hundred Sixty Thousand Five Hundred Seventy Eight CANADIAN Dollars (\$160,578.00 CAD)** (the “Grant”) subject to the terms and conditions of this Agreement.
5. ASHC will pay hundred percent (100%) of the Grant to the Recipient upon signing of this Agreement.
6. The Recipient agrees that:
 - a) it shall be limited to receiving Grant funding for the Approved Project from ASHC in the amount set out in clause 5; and
 - b) it shall apply the Grant, including any accrued interest, solely and entirely toward the Approved Project and will use the Grant for no other purpose without the prior written consent of ASHC.
7. If the project costs, upon final submission of all receipts and vendor invoices under Clause 19. a), are less than the amount approved as the Grant in this Agreement, the Recipient shall be required to promptly repay any of the overpaid monies and refund the difference to ASHC.
8. ASHC shall have the right to publish and distribute any report submitted by the Recipient to ASHC on the benefits realized from the project.

GRANT USE

9. The Recipient hereby acknowledges that the Grant provided under this Agreement is subject to the Health Grants Regulation under the Government Organization Act and shall comply with all provisions of the Health Grants Regulation.
10. The Recipient hereby acknowledges the following additional conditions with respect to the Grant:
 - a) Any funds or monies that ASHC requires to be repaid to ASHC under this Agreement constitutes a debt due to ASHC and is recoverable by ASHC in an action in debt against the Recipient of the Grant.
 - b) A certificate signed by ASHC stating that a Grant was made under this Agreement and that ASHC has required repayment of the money in accordance with this section is prima facie proof of the debt due by the Recipient of the Grant to ASHC.
11. The Recipient acknowledges that it is liable for the full amount of the Grant and that the Recipient will be bound to the terms of this Agreement, notwithstanding the Recipient's payment of the Grant funds to a third party and the subsequent use of any Grant funds by that third party.
12. If the Recipient does not use the entire Grant for the Approved Project, the Recipient must return the unused portion of the Grant to ASHC. "Unused portion" means:
 - a) where the Recipient fails to expend any portion of the Grant, a sum represented by the entire Grant plus accrued interest that the Recipient may have earned on the Grant; or
 - b) where the Recipient expends less than the total of the Grant, a sum represented by the difference between the amount expended and the Grant plus accrued interest that the Recipient may have earned on the Grant.
13. The Recipient further:
 - a) Warrants that the representations made to ASHC in its application and in all other information supplied or to be supplied by it to ASHC concerning the grant are true and contain all material facts relevant to the grant; and,
 - b) Agrees to advise ASHC in writing immediately of any inaccuracies, errors, omissions, or material changes in such representations that come to the knowledge of the Recipient or which it reasonably ought to know of.

RECIPIENT'S RESPONSIBILITIES

14. The Recipient shall be responsible for obtaining all necessary approvals and permits regarding the Approved Project.
15. The Recipient shall be responsible for ensuring that all contracts and subcontracts necessary for the completion of the Approved Project are in place and in compliance with recognized construction practices and all applicable legislation.
16. If the Recipient is subject to the *New West Partnership Trade Agreement* ("NWPTA"), or if it distributes grant funds to an entity that is subject to NWPTA, the subsequent procurement of goods and services shall be in accordance with the requirements of NWPTA.

RECIPIENT'S REPORTING REQUIREMENTS

17. The Recipient must permit ASHC or ASHC's representative, authorized in writing, to examine, during regular business hours, the books or records relating to the expenditure of the Grant to determine if the Grant has been properly spent.
18. The Recipient must permit ASHC, or ASHC's representative, to examine the housing units within the Approved Project to verify the work planned and/or work being completed as part of this capital maintenance and renewal initiative.
19. The Recipient shall:
 - a) As part of the agreement, submit financial reports and program reports throughout the grant term. These reports include:
 - i. A report identifying the Approved Project that are within the scope of this Grant, the work completed and the costs per maintenance project in the form outlined in Schedule "B".
 - a. The report will include the amount of accrued interest earned on the Grant and also if any of the accrued interest was applied to the project costs.
 - ii. A written report pertaining to the final project completion and satisfactory submission of all final receipts and vendor invoices signed by the Recipient's CEO/CFO or similar.
 - iii. Quarterly reports are due on the 15th of each month after each quarter ends:
 - April – June: first quarter reports due July 15;
 - July – September: second quarter reports due October 15;
 - October – December: third quarter reports due January 15; and

- January – March: fourth quarter reports due April 15.
- b) Permit ASHC to review and evaluate any deliverables of the Recipient with respect to any matters falling under the terms of this Agreement. The Recipient agrees to use its best efforts to obtain any consent required to comply with this provision.
- c) Upon request of ASHC, arrange for ASHC or ASHC's representative to have access to the business premises of the Recipient and to the site or sites where project activities were carried out to verify their progress.
- d) Adhere to all professional responsibilities and shall act in accordance with generally accepted standards of competency in the field of endeavour carried on by it or others who provide equivalent or related services.

BREACH OF AGREEMENT

20. Upon breach of any term of this Agreement, ASHC may demand that the Recipient repay the Grant or any portion of the Grant. ASHC shall confirm such breach in writing to the Recipient.
21. A waiver of any breach of a provision by ASHC shall not be binding upon the Recipient unless the waiver is in writing and the waiver shall not affect ASHC's rights with respect to any other or future breach by the Recipient.

INSURANCE

22. All insurance required pursuant to this Agreement shall comply with the *Insurance Act* (Alberta) and be endorsed to provide ASHC with thirty (30) days advance written notice of material change or cancellation.

WORKERS' COMPENSATION COVERAGE

23. The Recipient, its contractors, and sub-contractors shall maintain Workers' Compensation coverage in accordance with the requirements of the *Workers' Compensation Act*, as amended, and where required to do so. The Recipient shall provide evidence of compliance with the *Workers' Compensation Act* as may be requested by ASHC.

LIABILITY AND INDEMNITY

24. The Recipient shall hold harmless ASHC and its employees and agents, from any and all third party claims, demands, actions, and costs (including legal costs on a solicitor-client basis) for which the Recipient is legally responsible, including those arising out of negligence or wilful acts by the Recipient or the Recipient's employees or agents. This clause shall survive this Agreement.

3.2.2.1

TERMINATION

25. This Agreement may be terminated:

- a) without cause or reason by either party giving 30 days written notice to the other party;
- b) at any time, by mutual agreement between the parties; and
- c) with cause, by ASHC, at any time without notice.

26. Upon termination, the Recipient may be required to repay or reimburse the Grant or a portion of the Grant, as determined in the sole discretion of ASHC.

NOTICE

27. The parties agree that any notice given under this Agreement shall be effective if delivered, faxed or sent by registered mail as follows:

If to ASHC:

Alberta Social Housing Corporation
c/o Alberta Seniors and Housing
Housing Division
12th Floor, 44 Capital Boulevard
10044 - 108 Street
Edmonton, Alberta T5J 5E6

Attention: Executive Director, Housing Capital Programs Branch

If to the Recipient:

Taber and District Housing Foundation
5318 - 48 Avenue
Taber, Alberta T1G 1S2

Attention: Chief Administrative Officer

If sent by registered mail, such notice shall be conclusively deemed to be received by the party on the third business day following the day of such mailing, and if by fax or delivery, then such notice shall be deemed effective when received. Either party may change its address for service by providing prior notice in writing to the other.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

28. The parties acknowledge the *Freedom of Information and Protection of Privacy Act* as amended from time to time, applies to all information generated, collected or provided under this Agreement and the parties shall comply with its provisions. Not limiting the generality of the foregoing, the parties specifically acknowledge that the terms of this Agreement, including the name of the Recipient, the consideration, terms, conditions and details of the Approved Project, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* or related regulations.

APPLICABLE LEGISLATION

29. The Recipient acknowledges that it is bound by and will comply with all applicable federal, provincial and municipal legislation, applying to its operations involving the Approved Project including applicable occupation health and safety, environmental and safety codes legislation.

COMMUNICATIONS PROTOCOL

30. The Recipient agrees that ASHC approval and participation is required for any official event such as ground-breaking, openings, plaque unveiling, or any similar event to which the public may be invited.
- a) A minimum of eight (8) weeks advance notice to ASHC is required for an official event.
31. The Recipient agrees that ASHC approval is required before developing promotional material or public events for the Approved Projects including: information kits, brochures, public reports, and website material recognizing the funding.
32. The Recipient may pursue fundraising activities for the project site(s).
33. The Recipient will not make any announcements about the projects without the prior consent of the Government of Alberta/ASHC.

ASSIGNMENT

34. This Agreement is not assignable in whole or in part by the Recipient without the prior written consent of ASHC.

LAWS OF ALBERTA

35. This Agreement shall be governed in accordance with the laws of Alberta, and the parties agree to the jurisdiction of the Courts of Alberta.

3. e) viii

GENERAL

36. This Agreement shall be for the benefit of and binds the successors and permitted assigns of the parties.
37. Time is of the essence of this Agreement.
38. This agreement may not be amended except in writing and with mutual consent of all parties.
39. This Agreement, including any amendments, shall constitute the entire Agreement between the parties concerning the subject matter herein, and no other understandings or agreements, verbal or otherwise, exist between the parties.
40. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.
41. Any information, records or data concerning any department, board, agency or crown corporation related to, respecting or within ASHC's administration, other than information, records or data available as a matter of public record, which is obtained by the Recipient in performing this Agreement shall be treated as confidential and shall not be disclosed or made known to any other person without the prior written consent of ASHC. This clause shall survive this Agreement.
42. The Recipient warrants that it has the authority to enter into this Agreement and that the Agreement does not contravene any existing legal matter or other agreement which might otherwise bind the Recipient.

DATED at Edmonton, Alberta this _____ day of _____, 2018.

ALBERTA SOCIAL HOUSING CORPORATION

**TABER AND DISTRICT HOUSING
FOUNDATION**

Signature

Signature

Print Name and Title

Print Name and Title

3. e)rx

SCHEDULE "A"

APPLICATION FOR GRANT

TABER AND DISTRICT HOUSING FOUNDATION has been approved for funding for the purpose of performing capital maintenance as described in Schedule "A" in the amount of One Hundred Sixty Thousand Five Hundred Seventy Eight CANADIAN Dollars (\$160,578.00 CAD).

The focus of the capital maintenance grant is to address priority maintenance of your non-ASHC-owned facilities as they relate to facility components and environmental sustainability.

Scope of the Approved Project and the Work to be completed under this Capital Maintenance and Renewal grant:

Project – Clearview Lodge		
<u>Item</u>	<u>Description of Work</u>	<u>Cost Estimate</u>
1	Repair site drainage issues	15,000.00
2	Replace roof in 100 Wing	42,444.00
3	Replace commercial washer (1) and dryer (1)	25,000.00
4	Replace bathtub and lift	40,000.00
5	Continuous eavestrough	10,000.00
6	Wheelchair ramp (100 Wing and Courtyard)	20,000.00
7	Backflow preventers	8,134.00
	PROJECT TOTAL:	\$160,578.00
	<u>TOTAL OF ALL PROJECTS:</u>	<u>\$160,578.00</u>

Schedule "A" can be amended at the sole discretion of ASHC. Terms and Conditions of the amendment must be mutually agreeable to by both ASHC and Recipient.

Please provide a contact person for work under this grant:

Name: _____

Phone: _____

Email: _____

SCHEDULE "B"
REPORTING TEMPLATE

Name of the Organization						
Sub Ledger						
Date						
Vendor	Invoice #	Invoice Date	Subtotal @% GST	Total Cost	Proof of Payment to Vendor (Document Attached)	Notes
Fiscal Year: 2018-19			\$ -	\$ -		
Fiscal Year: 2019-20			\$ -	\$ -		
Grand Total to Date			\$ -	\$ -		
Amount Due						

*Recipients must use this template for reporting and an electronic version will be sent out at the time of execution

3.e)xi

Joan's Report to CAO
October 16– November 13, 2018

- 1) Resident info:
 - a. Move ins – 1
 - b. Move outs –1
 - c. SL3 – 20
 - d. Resident Room changes -1
 - e. Change in Status - 0
 - f. New applicant interview - 1
 - g. Reevaluated existing applicants – 0
 - h. Wait list - 9
 - i. 79 residents in total
 - j. 27 residents on MAP
 - k. 24 residents receiving laundry services
 - l. 14 residents with In-house pendants
- 2) Family Meetings
 - a. Annual or Meet and Greet – 6
 - b. Preadmission meeting – 2
- 3) Employee interviews:
 - a. 0 General Worker:
 - b. 0 HCA
- 4) Influenza vaccinations completed. To date:
 - a. Residents – 85% compliant.
 - b. Employees – 79.5% compliant
- 5) October 9 - JHSC meeting
- 6) October 16 – Dean and I made a trip to Bow Island hospital to view the use of their Suzy Q. A representative will be here on November 14 to provide us with information on purchasing. I am still waiting to hear back from Steve Munshaw on the donation from Fire Department.
The Taber Lions Club is willing to give us \$2,500 towards the purchase of the Suzy Q carts.
- 7) Donation request letters have been written to the Lions Club and the Knights of Columbus to assist in the cost of the Suzy Q's.
- 8) October 16 – Emergency Preparedness meeting
- 9) October 16 – SL3 meeting
- 10) October 18 – Kitchen meeting.
- 11) October 22 – Budget and Finance meeting.
- 12) October 23 – Full mock evacuation of the facility. Everyone was out of the building within 9 minutes and 30 seconds and moved to the State Center within 18 minutes and 43 seconds. The staff did a great job; Deputy Fire Chief Nathan Cote noted that it was well executed; he also provided us with some good feedback for improvement.
- 13) October 29 - HCA training:
 - a. Person Centered Care
 - b. Risk Management
 - c. Fall Prevention
 - d. Health Information Management, Health Information Act, FOIP
 - e. Incident Reporting
 - f. Palliative Care
 - g. Safe Lifts and Transfers
 - h. CCHSS E-Learning Module

- i. Personal Directives, EPOA's and Green Sleeve (Level of Care)
 - j. Delegated task training – O2 machine use, care and maintenance
- 14) November 1 – Silent fire drill was completed. Debriefing was held, and good discussion followed.
- 15) November 1 – 5 employees received their First aid training and 9 employees received N95 Mask fitting.
- 16) November 7 & 8 – Supportive Pathway training.
- 17) November 8 – Emergency Marshall duties were discussed with the kitchen team. All those present were able to confidently tell Joley what the Emergency Marshall's responsibilities are.
- 18) Employee news:
- a. 1 HCA resigned to move out of country to be with her husband.
 - b. 1 Kitchen Aide resigned.
 - c. 2 employees off on LTD.
 - d. 1 employee received a non-work-related injury on July 15, 2018. Modified duties were offered and accepted August 1, 2018. These modified duties continued until doctors noted dated October 11, 2018 was received stating to start a gradual increase to her regular scheduled duties. Within one hour of this return, she began experiencing pain. All modified duties were suspended until she could attend a visit with a CBI Physician and a "One Day Functional Capacity Evaluation". This evaluation occurred on November 6, 2018 and employee was cleared to return to her regular duties.
- 19) Health Care Aid performance evaluation has been completed.
- 20) We are currently looking for a replacement for HCA Coordinator during her maternity leave.
- 21) November 13 – CCHSS educator came and went through all 19 standards with Alycia and myself; she provided feedback on what we have in place and what needs to be revised, but overall, she noted that it appears that we are ready for the government audit when it happens.
- 22) Recreation:
- a. Special Events
 - i. The Nut Man set up goodies in Atrium
 - ii. Jehovah Witness Bible Discussion held in craft room in morning
 - iii. LDS Church services.
 - iv. Movie night was held weekly.
 - v. Catholic communion and Catholic Mass were held in the atrium.
 - vi. Christian Reform church services were held in the afternoon.
 - vii. Lutheran Bible study in the craft room.
 - viii. United Church services in the atrium.
 - ix. CNIB monthly meeting
 - x. Christian ladies bible studies held in the craft room.
 - xi. Pat Calverley came in to do crafts with the residents.
 - xii. Leishman's Hearing provided service for hearing aids and new batteries for those in need.
 - xiii. 15 residents signed up for Pizza take out for lunch.
 - xiv. Two retired RN's came in and did monthly blood pressure testing.
 - xv. The Alberta Clothing Company was here to provide the residents the opportunity to purchase clothing.
 - xvi. The Lutheran Church did an evening of Bingo.
 - xvii. Halloween candy bags were stuffed; about 130 children came to the lodge on Halloween night to receive these treats.
 - xviii. High Five Kindergarten class paraded their Halloween costumes for the residents.
 - xix. Grade 4/5 St. Pat's children paraded their costumes for the residents.
 - xx. October 31 the residents also celebrated Halloween with a party of costumes, snacks and entertainment.

- xxi. Evangelical Free Church provided church services.
- xxii. Kiwanis Club came and provided an evening of Bingo for the seniors.
- xxiii. The Alzheimer's' Support group was here for their monthly meeting.
- b. Entertainment – 12 additional groups other than outlined above came in to perform.
- c. Outings :
 - i. October outs planned for later in the month.
- d. Volunteer hours - 163 hours logged.
- e. September Resident council minutes included.

*** Remember the Christmas Jingle at the Community Center is this scheduled for Saturday, November 17th. The Resident Council has 35 baskets available for everyone to purchase tickets on. They will be on display at the lodge until the morning of November 17th, 2018.

Minutes of Clearview Lodge Resident Council Meeting

Date: September 19, 2018

Time: 6:30 p.m.

Place: Clearview Lodge Atrium

1.0 The meeting was called to order by Joe Orban at 6:35 p.m. There were 28 residents in attendance.

2.0 Brenda Engelson read the minutes of May 16, 2018. Motion to accept the minutes as presented by Bea Osterman, seconded by Ruth Nawolski. Motion carried.

3.0 Old Business

3.1 Christmas Jingle basket raffle, Saturday November 17 10am- 4:00pm

**4.0 The financial report was read- Our account balance as of August 3 2018 is \$7337.68
Motion is accepted by Marilyn Thomson. Seconded by Joe Machacek.**

5.0 New Business

5.1 Letters will go out to the public to find donations for the basket raffle and help put baskets together.

6.1 Activity and Volunteer Report – Attached

6.2 Resident report given by Gladys Zelenka

_Moved in – Jake Stolk, Leone Johannson, Elaine Meisner, Meiny Veldhuizen, Sarah Ingram, Ruth Anderson, Helen Conner, John Sparks

Moved out -Kathy Giesbrecht, Nina Skretting, Nellie Engelson, Agatha Myketw, Frank Slavik

Passed on- Geri Wood

7.0 Next Meeting – November 21, 2018

8.0 Meeting closed at 6:53 pm

Minutes of Clearview Lodge Resident Council Meeting

Date: September 19, 2018

Time: 6:30 p.m.

Place: Clearview Lodge Atrium

1.0 The meeting was called to order by Joe Orban at 6:35 p.m. There were 28 residents in attendance.

2.0 Brenda Engelson read the minutes of May 16, 2018. Motion to accept the minutes as presented by Bea Osterman, seconded by Ruth Nawolski. Motion carried.

3.0 Old Business

3.1 Christmas Jingle basket raffle, Saturday November 17 10am- 4:00pm

**4.0 The financial report was read- Our account balance as of August 3 2018 is \$7337.68
Motion is accepted by Marilyn Thomson. Seconded by Joe Machacek.**

5.0 New Business

5.1 Letters will go out to the public to find donations for the basket raffle and help put baskets together.

6.1 Activity and Volunteer Report – Attached

6.2 Resident report given by Gladys Zelenka

**_Moved in – Jake Stolk, Leone Johannson, Elaine Meisner, Meiny Veldhuizen, Sarah Ingram,
Ruth Anderson, Helen Conner, John Sparks**

**Moved out -Kathy Giesbrecht, Nina Skretting, Nellie Engelson, Agatha Myketw, Frank Slavik
Passed on- Geri Wood**

7.0 Next Meeting – November 21, 2018

8.0 Meeting closed at 6:53 pm

Maintenance Report

November 2018

Clearview Lodge

- Received new Arjo Century tub...installed and ready to use.
- Liberty Boilers completed boiler annual inspection.
- Inspections of Back flow preventers completed, boiler backflow needs replaced.
- Practice evacuation of residents has taken place.
- Building permit obtained for renovations on ramp at lodge.
- Old steps removed at exit on the 100 wing.
- Construction of ramp taking place by Bevco Construction. Ramp and sidewalk poured.
- Hired carpet clean in room #416.
- Move-in at units #416 and #318.
- Booked painting to start on front entrance of the Lodge.
- Ordered carpet tile for front entrance and offices.
- Priced camera additions at the Lodge.
- Annual back flow preventer inspected and replaced at the Lodge.
- Installed soap dispensers in all SL3 resident rooms.
- Status Solutions performed an up-grade on call bell system.
- Moving smoke shelter away from town sidewalk at the Lodge.
- Made plans with Shaw Cable to start replacing resident digital boxes with HD boxes.
- Taber Temp Refrigeration in to inspect and fix resident cooler.
- Health and Safety Audit taking place.

Homestead Manor

- Renovations completed in Unit # 104, and move-in.
- Annual boiler inspection completed.
- Annual backflow preventers inspected.
- Renovations completed at Unit #305 (including paint, counter top and flooring).
- Move-in at unit #305.
- Move-out Unit #304 at the Manor, renos under way.
- Priced installing cameras on entrances.
- Booked carpet cleaning and furniture cleaning at the Manor.
- Walk through Manor with the Health Unit rep. and a follow up walk through.

- Fire alarm went into trouble one night...battery backup failed. Batteries replaced in fire alarm and booster.

Pioneer Place

- Shingling is finished at the Manor. Invoices and paper work submitted by Bev.
- Priced installing cameras on entrances.
- Hired Royal Rug cleaners to clean carpet and furniture at the Manor
- Annual boiler inspection has been completed.
- Annual backflow preventers inspection has been completed.
- Extensive leaf pickup by Golf Course behind Manors.
- Unit inspections done by Corey and Kristin on all units.
- Carpets in the common area and hallways have been steamed cleaned by Royal Rug Cleaners.
- Gave verbal warnings to two tenants about smoking in their units.

Harmony Home

- Fire alarm install has not been completed.
- Sprinkler verification completed on walk through.
- Measured up the Manor to carpet tile common areas.
- Priced installing cameras at entrances.
- Annual boiler inspection completed.
- Inspection of a unit for bed bugs.

Prairie Rose Manor

- Furnaces are all installed at the Manor.
- Contracted Benchmark Glass to replace unit #7 and unit #9 broken windows.
- Replaced the lights in the entrance at manor.
- Hot water tank replaced at one of the R&N houses.

Sunshine Manor

- Electrical outlet installed in crawl space by Done Right Electric.
- Carpets and furniture cleaned by Royal Rug Cleaners.

Barnwell

- Move-ins at units 2 and 3.
- Move -out at Unit #1with paint, cleaning and steam cleaning in progress.

Phase One

- Shingling of 5 duplexes completed.
- Talked with shingle contractor about replacing inflatable Halloween item that was punctured by shingle.
- Renovations and cleanup completed at #5008 and ready for move-in.
- Hot water tank replaced in unit #5010 by Whites Plumbing.

Phase Two

- On-going maintenance.

Phase Three

- Gave notices to all tenants to take care of leaves.

Special Needs

- On-going maintenance.

General Maintenance

- Received 3 smoke shelters for the Manors.
- Smoke shelters being built and installed.
- Leaf pick-up at all Manors.
- Monies collected with Kristin at all coinamatic laundry locations.
- Submitted invoices for completed Bid Packages.
- Priced out a pad with a fence for smoke shelter between PP HS and CVL.

Placement Officer Report Nov 2018

Senior Housing

- New applications- 4
- Move in- 4
- Move out- 2
- Waitlist- 20
- Vacant units- 5

Family Housing

- New applications- 0
- Waitlist- 3
- Move out- 0
- Move in- 0
- Vacant units- 4, 3 & 4 bedroom. In need of 2 bedroom, also, no one on waitlist is ready to move.
- Evictions- 0

DRSP

- Program is full. 1 designation open but no money in 2019 to be able to fill it

Additional Information

- Senior Housing inspections in Taber will be done Nov 13, 14, and 15th.
- Parking at Homestead has become an issue, well it has always been an issue, I now have 5 seniors parking on the street, some with mobility issues
- By the end of November, we will only have 1 vacancy in ALL of senior housing, and that is in Vauxhall, the upcoming 3 weeks will be filled with new move ins
- We got almost every senior housing lease agreement back signed with the new cannabis rules. There is one tenant completely resistant to our request for her to sign in acknowledgement of the rules.
- Family housing has 4 vacancies. The Barnwell R and N, two 3-bedroom units and one 4-bedroom unit.

Financial Administrator Report for Oct 16 – Nov 13/18

PAYROLL

- Completed, Oct month-end payroll, Nov advances
- 3 Terminations
- 2 LTD Claims updating
- 1 employee meetings
- 1 employee changing position
- Benefit questions, inquiries, changes
- 6 New employees
- 1 employee on modified work – medical evaluation
- 2019 Employee calendars
-

FINANCE

- 1 DRSP payments runs (8 clients each), DRSP claim, update YTD
- 2 regular vendor cheque run.
- SH tenant move-ins, move-out, CVL resident changes
- Guest Meal invoicing for October completed
- Nov rent collection (SH / CVL) completed
- MOW client setups and closings, Oct meals 260 – 13 clients
- Report for Board Meeting Nov 15
- Manager Monthly Update YTD
- AHS Quarterly report
- AHS Schedule B monthly update
- ABHC 3rd quarter reporting
- Energy useage YTD to Tim
- YTD Training Costs - \$11,664
- Capital Maintenance Projects – submitting correspondence for completed projects
- Received new Capital Maintenance Listing

GENERAL

- Front Desk Vacation/Sick Coverage
- Working with Contractor to complete admin office work
-

CAO Report

November 2018

Duties & Activities

Regularly & Daily

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

Weekly

- weekly manager meeting with Joan and Corey
- Policy review

Week of Oct 22 - 26

- Oct 22 – Financial Statement Review meeting with Bev, Joan & Corey – reviewed financial status up to September 30, 2018 and determined what projects if any that could still be completed in 2018 for Clearview Lodge and Social Housing
- Oct 23 – 26 – Homelessness and Affordable Housing Symposium – Canmore, AB. This event was hosted by ARDN. The Conference presented topics across the housing spectrum with affordable housing being only one aspect. I have included a small report in the Agenda package.

Week of Oct 29 – Nov 2

- Oct 29 – Discussed Manor property and cannabis smoking with Dean Lussier, Executive Director – AB Seniors and Housing
- Oct 31 – Met with Chief Graham Abela and Corey Armfelt, Town of Taber CAO, re: cannabis smoking on Manor and CVL property
- Oct 31 – Walked Manor property with Corey to determine if there was a potential site to make a non-public area that could be used for cannabis smoking
- Oct 31 – Reviewed siting of CVL smoke shelter and determined a small location change to fit around the new 100 wing ramp.
- Nov 1 – TDHF Telethon – Volunteered to answer phones during the first hour of the Telethon. Also did an on-air interview in the second hour to promote the great projects that the Health Foundation has supported for our organization.
- Nov 2 – Flex Day

Week of Nov 5 - 9

- Nov 5 – Pre-audit meeting for Health and Safety (COR) audit – Joley, Joan and Corey
- Nov 5 (pm) – Drove to Edmonton – CMHC sponsored meeting – Canada Housing Benefit Solutions Lab
- Nov 6 – Canada Housing Benefit (CHB) Solutions Lab – This was an invitation to all HMB CAOs to attend a meeting facilitated by Deloitte Canada (accounting firm) to blue-sky potential strategies to implement the CHB program in 2020. The CHB is seen as a major pillar of the federal Canada Housing Strategy and likely will involve direct payments to individuals that are in core housing need. It was an interesting day with a broad spectrum of perspectives in the room. It is likely that the solution will still be politically driven but government officials (both federal and provincial) expressed that they looked at a lot of issues with fresh insight as a result of the discussion. Drove home Nov 6 pm.
- Nov 7 – Met with Joley DeGraw as part of the annual internal COR audit re: Health and Safety responsibilities and commitments within TDHF
- Nov 7 – Met with Personnel Committee (Linda English and Rosanne Horrocks) for my annual CAO Performance Evaluation
- Nov 7 – Met with Joley, Joan and Corey for preliminary post-audit findings
- Nov 8 – Sick
- Nov 9 – Reviewed and approved reams of procedures for Joan as a result of suggestions from the AHS Continuing Care educator.
- Nov 9 – Forwarded legal letter from client to Jubilee Insurance for review. Also forwarded a copy to Amber Gallant, Housing Portfolio Advisor.
- Nov 9 – Begin to prepare Nov 15 Board of Directors meeting agenda package

Week of Nov 11 - 16

- Nov 12 – Stat Holiday
- Nov 13 – Vacation Day
- Nov 14 – Complete agenda for Board of Directors meeting
- Complete CAO comments for CVL Christmas newsletter
- Nov 15 – Annual CVL Staff Meeting
- Nov 15 – TDHF Board of Directors Meeting

Upcoming Events

November 2018 – January 2019 ->

- Building Committee:
 - Present Needs & Demand Assessment to Councils – Nov/Dec 2018
 - Meet with Sector Meeting Attendees to present findings of Needs and Demand Assessment – Nov/Dec 2018
 - Develop proposal for Clearview Lodge – Begin 1st Quarter 2019
- Fundraising Program:
 - Develop an intentional fundraising plan for the next 1 to 5 years
 - Create a “wish” list of projects (with varying cost levels) that would be available should grantors/donors approach TDHF with funds
 - Consider applying for casino eligibility as a means to raise funds for Emergency Funds pool
- Policy Review & Updates
 - Health & Safety Program
 - assist in completion of Hazard Assessments
 - develop Safety Walkabout plan for Supervisors, and Senior Leadership
 - Emergency Response Plan – complete evacuation and business continuity
 - Disability Management Program & Return to Work
 - Financial Policies – reflect RBC Express functionality
 - Succession Planning – preparing the Foundation for the possibility of changes in leadership personnel
- Research Maintenance Program software (Implement 1st or 2nd Quarter 2019) – this might be in conjunction with accounting software change/update
- Research electronic payroll system with committee (including staff members); proposed go-live date – June 2019

Future:

- Nov 20 pm – Attend Focus Group led by AHS
- November 22 – FLEX Day
- Holiday - Dec 27 – Jan 7, 2019

Canadian Rural and Remote Housing and Homelessness Symposium

Report on Conference

November 15, 2018

Lots of good keynote speakers (5 in total) with a wide range of topics and perspectives.

- Derek Ballantyne, Board Chair Canada Mortgage and Housing Corporation
- Dr. Alina Turner, "The State of Rural and Remote Homelessness: What we know and where we are going
- Tenille Thomson, "Truth Before Reconciliation: Addressing Rural Indigenous Homelessness and Connection with the TRC's Calls to Action on Homelessness and Housing Work
- Arlene Hache, Temiskaming Native Women's Support Group
- Ruben Nelson, Executive Director of Foresight Canada

Session A – October 24

Affordable Housing Development Innovations from Banff and Canmore, Alberta

This was a presentation by representatives from both Towns and also the YWCA Banff. They highlighted the projects that are underway in their communities. Basically, the Towns identified a need for affordable housing in their communities about 15 years ago and decided that they would have to be part of the solution. Canmore, in particular, has a specific line item on their mill rate to raise about \$750,000 per year to fund their Housing Corporation (not an HMB). This Housing Corporation provides possibilities for affordable rentals but also sells homes at below market rates to make it affordable. BTW the average house price in Canmore is \$900,000.

Session B – October 24

Utilizing Modular Design in Rural and Remote Housing

Interesting presentation about modular construction (from a manufacturer with a plant in Bow Island), a modular foundation system and CMHC project in Vancouver. Modular construction provides with the ability to have the consistency of indoor construction and a greatly shortened timeline. There was much less discussion about cost-savings; other than carrying costs due to shortened construction times.

The foundation was very neat but I would suspect expensive. However, it could allow a build to happen where specific conditions would not allow for a spread footing or piles. Apparently, it also was designed to be put together by lower skilled labor.

The CMHC project revolved around a concept where the City of Vancouver has numerous plots of land scattered through its jurisdiction that may not have planned construction for years or even decades. Affordable housing units that modular in design have been erected on these sites. When the land is required, the "buildings" will be disassembled and moved to another site. It is seen as a way of immediately addressing housing needs without making a permanent commitment to the location.

Session D - October 25

Meeting the Criteria of the National Housing Strategy

Though not in the title, this presentation focused on the accessibility standards of the National Housing Strategy in Affordable Housing builds. Presented by a para-Olympian that has significant disabilities due to MS, it was probably one of the most practical sessions of the whole conference.

The takeaway for me was that minimum standards are that – the bare minimum. The presenter showed video and pictures of what a change to a more practical dimension might have on the handicapped. One example was of how the building code of a ramp incline being 1" on 12" was virtually impossible for her to wheel her chair up. Whereas 1" in 20" allowed her to talk while wheeling up. The landing zone on a ramp is not measured for a powerchair or scooter and therefore requires her to seesaw back and forth 5 times to navigate the switchback.

These changes, implemented at the design phase, would have minimal impact on cost; but might make a world of difference to the tenant with mobility issues.

Session E – October 25

Overcoming Challenges to Developing Affordable Housing in Rural Communities

This was a panel discussion with representatives from ARDN, Banff YWCA and Whitecourt Crisis Center and Shelter. There was good discussion about how difficult it can be to get different levels of government to agree to contribute funds to projects. Currently, you need to get municipal or local support, provincial investment (remember they will not grant any more – they want an ownership stake) and federal dollars through CMHC.

Most of the projects took several years to develop and then many more years to get approval. Most groups talked about concerted direct efforts to meet with Ministers (on a regular basis) prior to approval. There is constant talk of local engagement because even if you get the money, you can't build without a development and building permit (both opportunities for critics to block construction).

I think that we have some current examples in our own community where we think residents will support efforts only to find out that there are vocal individuals/groups that are concerned about their own interests. Social Housing is likely one of the hardest investments to get support for in a community.

Session F – Oct 25

Frameworks for Rural Sustainability

This was a session that I had held great promise for. But the speaker I wanted to hear didn't show up (or was unable to attend for some reason). So ARDN presented about their toolkit which was good but something that I had known somewhat about previously. The toolkit will likely benefit new projects that are being developed after 2019.

Session G – Oct 26

Healthy Ageing and Quality of Life: Rural Seniors Housing in Policy and Practice

This was a two-part presentation; one by University of Northern British Columbia (UNBC) and Green Acres Foundation.

UNBC presented information from a study they had completed in 10 resource intensive towns across Canada. These towns boomed in the 60s through 80s but then were hurt by cost controls, introduction of technology or reduction in demand for the resources throughout the 1990s to today. These towns seemed to all follow a similar pattern of high influx of people originally and slowly but surely the younger people leaving the communities. The demographics pyramid was significantly skewed to 50+ years of age.

Interestingly, they also noticed a significant mismatch between the supply of housing and the anticipated demand required in the future. The communities consistently had a significant percentage of their housing built in the 1960s and 70s (to match the influx) and was built for families (3 and 4 bedroom). Now, two-thirds of the population is looking for one and two-bedroom units but that is only a third of the housing supply.

As well, most of the houses were built prior to significant changes to the Building Code regarding energy efficiency. So most of the houses are very expensive to heat.

The communities want to survive and are searching for practical measures of how to meet the needs of their current residents.

Green Acres presented their experience at Piyami Lodge, in Picture Butte, AB, which is attached to the Doctor's Clinic and the Urgent Care Centre. It is an excellent concept and they are using planning dollars to re-build the oldest part of the lodge and expand their buildings. This project required a ton of support from the community but in some ways, it had no other option to save its Urgent Care Centre (UCC). The closure of the UCC would likely have meant that the physician moved his office. So nothing stirs creative solution like desperation.

Session H – Oct 26

Challenges and Solutions for Rural Transportation

This panel discussion was interesting because it highlighted how specific organizations/communities grew their transportation systems to serve all the members of their communities. They stated that once they dropped the thinking that the buses only served specific customers, they were able to significantly change their ridership numbers.

One of the presenters talked about how they grew from one or two buses to 17 in their network, which covered a number of MDs, and smaller villages/towns. Most presenters talked about partnerships; either between communities (Banff residents can ride school buses to Canmore as a daily commute – residents would ride the empty bus after kids dropped off in Banff and get a ride back to Banff before

kids are picked up after school), school divisions (kids in Banff don't have shop facilities but they can be bused to Canmore), hockey teams (Canmore team subsidizes bus tickets from Banff to increase game attendance).

It came to me that housing needs may be a moot point if we can't find a way to have good transportation options to surrounding communities and to Lethbridge.

Review of No Smoking Policy

TDHF

November 15, 2018

Please find enclosed:

- **T-9: Smoking (CVL and Social Housing)** – this policy needs further review to adjust to the cannabis legislation. However, I had been hoping that our grand-fathered tenants would move out so we could move to a “smoke-free” status for our buildings (particularly Sr. Self-contained)
- **T-26.1 – Schedule A to Residential Lease – Rules and Regulations for Family Housing**
- **T-26.2 – Schedule A to Residential Lease – Rules and Regulations for Seniors Self-contained Apartments**
- **Attachment to T-26 – Community Housing – No Smoking Declaration**

Also find enclosed:

- Signed copy of **May 25, 2018 TDHF Board of Directors Meeting minutes** approving T-26.1 and T-26.2

Background

Policy:

Back in May, two policy documents were presented to TDHF Board. There are Schedule A for both Family Housing and Senior Self-contained. These documents included wording provided by a lawyer/presenter at the 2018 APHAA Conference as legal wording that had been developed for a number of large property management companies. The wording basically banned consumption of cannabis from residential units (apartments and houses) and prohibited production/growing of cannabis in residential units (apartments and houses).

We specifically left Clearview Lodge out of the picture because it already had “smoke-free” status. Residents also have become accustomed to the requirement to leave the building to smoke. It still is a challenge to get them to smoke in the designated shelter.

The two documents were approved by the TDHF Board at the May 25, 2018 meeting.

As it turns out, the timing of these documents may have been a little early. Municipal bylaws were only established in September/October 2018.

Actions:

As TDHF has struggled in the past to actually meet its requirements under the Tobacco Reduction Act, it was my goal that we could construct designated smoking shelters for Taber Manor residents to smoke. The positioning of the shelters was intentional to ensure that they would meet the distance requirements for Tobacco Reduction Act.

The designated smoking areas would also allow TDHF to be more adamant about no-smoking in units. Many Housing Management Bodies (HMB) have had pushback from judges when trying to evict for smoking in units; particularly if no alternative has been offered to the tenant.

Once October 17th rolled around and the Cannabis legislation was enacted, it seemed appropriate to use the designated areas to achieve the same goal – give tenants an alternative to smoking in their units.

It became apparent at the October 18, 2018 TDHF Board of Directors meeting:

- That the Board was unaware that Administration had offered the Designated Smoke Shelters as a place where tenants could smoke cannabis.
- That the Taber Police Chief considers all of the Manor property as a “public place” according to the Town of Taber bylaw
- The Town of Taber Council can grant designated cannabis consumption sites under the Town of Taber Bylaw
- There is currently no consensus among the TDHF Board members as to how the policy should remain or be amended; or what further actions should be taken

Further Facts:

At some point in the past, a number of benches were placed on concrete pads adjacent to the sidewalks skirting both CVL and Manor properties. It turns out that these benches are likely on Town of Taber property (the easement area where buried utilities etc. would go). When we placed a shelter over the bench, we inadvertently broke Town bylaws because we did not get a building permit to erect a structure. At this time, the Town of Taber has no particular issue with the structures but it might require that they be removed in the future if work was required on the easement.

The fact that two of the proposed shelters (CVL and Homestead Mano) are effectively on Town property further compounds the issue of considering cannabis consumption in those shelters.

UPDATE: One of the above shelters (CVL) is being moved so that it is on CVL property. We are also changing the orientation as CVL resident smokers said that they did not like expose to the east wind. We have altered the location and orientation that the CVL 100 wing will provide cover for the west and southwest winds, the shelter back will block the north wind and the side will reduce the effect of the east wind.

Legal:

The Town of Taber sought a legal opinion (enclosed) and the Seniors and Housing Ministry provided their policy perspective (enclosed) on the matter.

It would appear that Town Community Standards Bylaw 15-2018 has a definition of “public place” that would include all of the Manor and CVL properties, despite the Ministry’s assertion that the land is private property.

MLT Aiken does provide a potential solution to the dilemma. It suggests posting signs that the smoke shelters (that are on CVL or Manor property) are only for Residents and guests.

Meeting with Taber Police and Town CAO

On October 31, 2018, I was able to meet Chief Abela and Town CAO Corey Armfelt to discuss the issue. A number of observations and requests were made.

- The Town CAO would prefer to avoid the media circus of going through a formal application to designate certain areas for cannabis smoking.
- The Town definitely would not want to designate any shelters that are on town property for cannabis smoking.
- Chief Abela pointed out that it is TDHF policy that prohibits cannabis smoking in the tenant's residence. Therefore, suggesting that it is TDHF that is eliminating where tenants can smoke cannabis not the Town bylaw.
- Chief Abela did also point out that it is highly unlikely that any law enforcement officer would ticket a manor resident for consumption of cannabis on the grounds. However, he also made it clear that the bylaw gives them that authority.

Suggestions:

- Chief Abela suggested finding a single place on the manor and CVL property that could be fenced and gated so that it could be argued that it longer meets the definition of a "public place". Because one would not expect that the public has unfettered access to such a space.
- The space would also be marked "TDHF Tenants and Residents Only" to further show that it is not designated for the general public.
- Several spots on the property might meet the suggestion but none of them are so remote that the remaining residents would not be exposed to some level of odor.

While this may be a practical solution and even potentially implementable, the greater issue is what does the TDHF Board wish to do. We developed our current policy (and procedures) with a number of compromises in mind and with specific goals. Are those goals still valid? The discussion at the previous meeting suggests that they may not be or the original goals were not effectively communicated to the Board by senior leadership.

Recommendation:

A policy needs to be developed and agreed upon by the TDHF Board of Directors. The policy would hopefully meet the needs of ALL TDHF clients; including:

- Tenants who don't smoke
- Tenants who smoke tobacco
- Tenants who smoke recreational cannabis
- Tenants who smoke medicinal cannabis

The policy may or may not ALLOW smoking of any or all of the substances listed above but then it should address how smoking of said substances will be handled. At a minimum, the policy should address how to handle requests to smoke medicinal cannabis. Without such consideration/accommodation, TDHF is at risk of exposing itself to a human rights complaint.



**Taber & District
HOUSING FOUNDATION**

Providing housing for families and senior citizens in Taber and surrounding Area.

Section: Tenant Administration and Personnel Administration	Date Board Approved: May 29, 2003
Subject: Smoking	Revision Dates: Jan 26, 2006, Jan 31, 2008, Apr 24 2008, April 1, 2016
Department: Clearview Lodge & Social Housing	Policy Number: T-9

Smoking

POLICY OBJECTIVE:

It is the policy of Taber and District Housing Foundation that a healthy lifestyle be fostered, for staff and residents/tenants alike. It has been determined that second-hand smoke (exhaled smoke and the smoke from idling cigarettes, cigars, pipes and electronic cigarettes) is a health hazard or discomfort for many individuals.

The Tobacco Reduction Act was proclaimed on January 1, 2008, prohibiting smoking in all public places and work places. The act also prohibits smoking within a prescribed distance from a doorway, window or air intake of a public place or workplace.

The Act applies to a group living facilities and to the common areas of multi-unit residential facilities (including lodges and rental units).

DEFINITIONS:

Smoking: The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or any form. Smoking also includes use of an electronic cigarette.

Electronic Cigarette: The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

Section: Tenant Administration and Personnel Administration	Date Board Approved: May 29, 2003
Subject: Smoking	Revision Dates: Jan 26, 2006, Jan 31, 2008, Apr 24 2008, April 1, 2016
Department: Clearview Lodge & Social Housing	Policy Number: T-9

RESIDENTS/ TENANTS, FAMILY & RESIDENT VISITORS SMOKING REGULATIONS:

Clearview Lodge:

1. Clearview Lodge is a "Smoke Free Facility". Smoking is prohibited with in the Clearview Lodge. Smoking inside CVL, including the Suites, is prohibited.
2. At the time the facility became smoke free, any residents that do smoke will be grand fathered. All new residents will be **strictly** advised of the smoking policy.
3. Residents are only permitted to smoke outside of the Clearview Lodge building and residents must ensure that all smoking matter is completely extinguished.
4. Smoking must be more than five meters from doorways, windows and air intakes.

Senior Housing:

1. There is a **"SMOKE FREE" policy** in effect in the common areas.
2. Effective April 24, 2008 all TDH Senior Self Contained Apartment/Manors are non-smoking with the exception of current tenants - these tenants will be grandfathered. All new residents will be **strictly** advised of the smoking policy. If a current tenant transfers to a different unit this will be considered a new lease and that tenant / unit will be non-smoking.
Note: Current Tenants are tenant residing in TDH Manors prior to April 24, 2008.
3. When smoking in private apartments, suite doors are to remain shut while smoking in a private unit. In addition guests are not permitted to smoke in the suites.
4. TDH reserves the right to designate certain areas and units as "non-smoking". Please assist us by advising your guests accordingly.
5. When Smoking outside the facility, smoking must be more than five meters from doorways, windows and air intakes.



**Taber & District
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Providing housing for families and senior citizens in Taber and surrounding Area.

Section: Tenant Administration and Personnel Administration	Date Board Approved: May 29, 2003
Subject: Smoking	Revision Dates: Jan 26, 2006, Jan 31, 2008, Apr 24 2008, April 1, 2016
Department: Clearview Lodge & Social Housing	Policy Number: T-9

Community Housing:

1. There is a **“SMOKE-FREE”** policy in effect for all Community Housing units.
2. Effective April 1, 2016 all TDH Community Housing units are “smoke-free” with the exception of current tenants - these tenants will be grandfathered. All new residents will be **strictly** advised of the smoking policy. If a current tenant transfers to a different unit, this will be considered a new lease and that tenant / unit will be non-smoking.

Note: Current Tenants are tenant residing in TDH Community Housing prior to April 1, 2016.

STRICTLY PROHIBITED:

OXYGEN & OXYGEN EQUIPMENT

Clearview Lodge and Social Housing: Smoking is **strictly** prohibited in proximity to pressurized oxygen equipment, under all circumstances. Tenants requiring oxygen & oxygen equipment are prohibited from smoking within any TDH owned & operated facilities. Tenants are prohibited from smoking outside on TDH owned & operated grounds and property when wearing oxygen equipment.

EMPLOYEE / STAFF SMOKING REGULATIONS:

1. Staff smoking is **prohibited** inside of ALL TDH owned / operated facilities.
2. Smoking is **prohibited** in a work vehicle (a vehicle owned or leased by TDH).
3. Smoking is **prohibited** in TDH Maintenance Shop.
4. Employees are **only permitted** to smoke outside of TDH owned buildings. Employees must ensure that all smoking matter is completely extinguished.
5. Employees smoking outside of the facilities must be more than five meters from doorways, windows and air intakes.

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

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

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

Initial (s) _____

- N) **PARKING:** If parking facilities are used, the Tenant does so at his own risk and is required to park in the stall assigned to him. Unlicensed or inoperable vehicles parked on the landlord's property will be removed at the Tenant's expense. Boats, trailers, campers or R.V.'s may be parked only with prior written permission.

- O) **SIGN:** The Tenant must not place or allow to be placed in or out of the Premises, any visible placard, notice, plate or sign for advertising purposes.

- P) **NOISE & DISTURBANCES:** The Tenant must not do or permit to be done in the Premises anything that is likely to disturb or be a nuisance to the other tenants or neighbors. In particular, the Tenant must not allow the noise of radio, T.V., stereo, musical instrument, vehicles or guests to disturb other tenants at any time.

Initial (s) _____

- Q) **KEYS:** Duplication of keys provided by the Landlord allowing access to any portion of the Premises or distribution of such keys or extra keys to any person other than the Tenant or the Tenant's household member is **strictly prohibited**. The Tenant will not change, replace or re-code any locks on the premises. No additional lock will be placed on any doors without prior written permission of the Landlord.

- R) **HOUSE GUESTS:** Overnight guests may, periodically, stay with the Tenant for a period of two days/month. For any time greater than the stated two days/month, the Tenant shall obtain approval from the Landlord for any extension, which may be granted subject to additional rental charges. The Tenant is responsible for all household members and guests regarding noise disturbance or damage.

Initial (s) _____

- S) **ELECTRICAL SUPPLIER:** TDH will choose the electricity supplier. The tenant is not permitted to alter the electrical supplier or enter into a contract with an alternate supplier.

- T) **SWIMMING POOLS:** The tenant must not place large above ground swimming pools on the premises. Small kiddie pools are allowed, and must be small enough to be emptied of water each evening. The tenant is responsible for the safety and care of their children and as well of other children who use the pool. (Tenants should have liability coverage through their tenant insurance for their own protection.)

- U) **UNIT TRANSFERS:** Tenants wishing to transfer to another unit will be subject to a \$100.00 administrative fee.

- V) **NSF RENT PAYMENTS:** When paying rent by way of cheque and the payment is returned NSF (Non-Sufficient Funds) there is a returned item charge of \$25.00. Only cash, money order or debit card will be accepted after one NSF payment.

- W) **NEIGHBOUR RELATIONS:** The tenant is expected to maintain harmony within the neighborhood. If a serious problem arises, call 911 or Taber and District Housing Foundation's Business office.

Initial (s) _____

- X) **ENERGY CONSCIOUS:** Normal Thermostat Setting for winter is 20-22 degrees C (or 70-75 degrees

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

Initial (s) _____

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

Initial (s) _____

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

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

Date

Signature of Tenant

Signature of Tenant



SCHEDULE “A” - To Residential Lease - Rules & Regulations for Residents
Seniors Self-Contained Apartments

- A) **Tenants** shall not create or cause any disturbance to others. Please maintain “Quietness” between 10:00 p.m. & 7:00 a.m.
- B) **No pets**, with the exception of fish in a maximum 20 liter or 5 gallon fish tank or bowl, will be permitted on any part of the premises unless prior written approval is obtained from the Landlord.
- C) **The maximum** stay for guests cannot exceed 14 days. TDHF must authorize any changes to the number of Tenants living in the accommodation. No permanent family/guests allowed unless authorized by Taber & District Housing Foundation.
- D) **Prohibition of Smoking/Consumption of Tobacco/Cannabis/Electronic cigarettes:**
- 1) There is a **“Smoke Free Building” policy** in effect. Smoking (other than Grandfathered smoking tenants) is prohibited in all areas other than the specially designated “Smoking Area”.
 - 2) In consideration of the Landlord’s desire to offer tenants a smoke-free environment, the health hazards associated to second hand smoke, other safety concerns and the nuisance caused by the presence of smoke including lasting odors which permeate walls, floor coverings and other interior finishes, this premise is strictly non-smoking. This prohibition includes the use of both tobacco and cannabis products and electronic cigarettes which have undesirable effects on the property of the landlord and the peaceful enjoyment of other tenants. Breach of this prohibition will be considered a substantial breach of the lease and as a result the landlord will take any and all action, including eviction.
 - 3) **Grandfathered smoking tenants only:**
Effective April 24, 2008, all TDHF senior facilities are designated as non-smoking with the exception of current smoking tenants – these tenants have been “grandfathered”. If a grandfathered tenant transfers to a different unit this will be considered as a new lease and that unit/tenant will be non-smoking. Grandfathered tenants must keep suite doors shut while smoking in their unit.
 - 4) Guests **are not** permitted to smoke in any suite (even if tenant is grandfathered). Please assist us by advising your guests accordingly.
 - 4) **Oxygen & Oxygen Equipment:** Tenants requiring oxygen & oxygen equipment are prohibited from smoking within any TDHF owned & operated facilities. Tenants are prohibited from smoking outside on TDHF owned and operated grounds and property when wearing oxygen equipment.
- E) **Prohibition of Cannabis Production**
In consideration of the nuisance smells, the property damage associated with increased indoor moisture levels, the danger of overburdened electrical systems, and safety concerns related to these things, there is a prohibition on the growth of marijuana in the premises. Further, in consideration of the nuisance smells associated with the production of marijuana derivatives and other deleterious effects caused by such activities, the production of marijuana derivatives is also strictly prohibited. Any breach of these prohibitions will be considered a substantial breach of the lease and as a result the landlord will take any and all action, including eviction.
- F) **Rents** are due and payable on the first business day of each month. Annual Income Reviews are done to determine monthly rents. Working tenants may be required to verify their income on a monthly basis.

6-25-18

- G) NSF Payments:** When tenants' pay rent by cheque and the payment is returned NSF (Non-Sufficient Funds) the tenant is subject to a returned item fee of \$25.00. Note: Only cash, money order or debit will be accepted after one NSF payment.
- H) Children** who visit residents must not be left unsupervised.
- I) Legal** "promotional material" for Tenants may be posted on the Bulletin Board. Sales presentations, political campaigns or religious services are not allowed in the common areas without the express authorization of a legislated statute, or unless approved by the Landlord.
- J) Tenants** are responsible for their own personal insurance requirements.
- K) Tenants** will be responsible for damage caused by negligence, e.g., unattended windows, running water, etc.
- L) Parking** facilities shall be used at one's own risk. Unlicensed or inoperable vehicles may be towed away at the owner's expense. Each tenant is allotted one parking stall per rental unit. When a tenant has a vehicle he/she must park in the stall assigned. Each tenant will pay a monthly parking fee (as set by the Board). It will be the tenants option to park elsewhere (ie on the street), however they will still be responsible for the assigned stall and its associated fee.
- M) Tenants** shall keep their suites in a clean condition.
- N) Garbage** must be placed in plastic bags and tied before depositing it into the appropriate refuse containers.
- O) No** combustible or flammable materials may be kept on the premises.
- P) Tenants** wishing to transfer to another unit or manor may be subject to a \$100.00 administrative fee.
- Q) The Tenant** with the Landlord's express written authorization may only do alterations or redecoration.
- R) Tenants** shall take part in mandatory "pre-announced" Fire drills each year (if they are present in the building).
- S) Duplicating keys** provided by the Landlord and distribution of such keys to any other person is strictly prohibited. At the end of your lease, all keys listed on your 'Registration of Tenant Keys' must be handed back in. In the event that all keys are not accounted for, a fee of \$20.00 per key may apply. In the event that a key is lost or stolen, advise TDHF immediately with the details. Duplication of the keys provided by the Landlord is strictly prohibited; any requests for additional keys must be made directly to Taber and District Housing Foundation.
- T) The use** of motorized scooters is not permitted within the building.
- U) The Tenant** acknowledges that use of any recreational or exercise equipment is entirely at their own risk, and hereby waives all recourse against Taber and District Housing Foundation and the Province of Alberta in the event of any mishaps and/or injury.
- V) Any Grab Bars** that are installed in a bathroom are the responsibility of the tenant and they are to remain in the unit when the tenant leaves. This is due to holes being created in the ceramic tile.

- W) If a tenant chooses to install an **Air Conditioning** unit in the window of their unit, the tenant will have Taber and District Housing Foundation Maintenance personnel install the A/C unit and are subject to an installation fee. Harmony Home only – if A/C unit is installed at Harmony Home the tenant understands that the A/C unit will stay with the suite when they move on.
- X) **Vacation / Absences:** Tenants are required to advise Taber and District Housing Foundation if they plan to away from their units for more than 60 days. Continued tenancy will be determined on a case-by-case basis at that time.
- Y) **Resident Code of Conduct:**
- Acceptable Dress in common areas: Tenants (& their guests) must dress appropriately. For example but not limited to: housecoats (robes) are not permitted in the common areas of your facility.
 - TDHF will not allow physical or verbal abuse by tenants (& their guests). Tenants must conduct themselves in a manner that is conducive to a congregate living environment, meaning the use of common courtesy, good manners and a pleasant attitude toward others. Foul language will not be tolerated.
 - Disruptions that affect the well-being of yourself or others will not be tolerated.
 - Tenants (& their guests) must not create or cause an annoyance to others.
 - There is a “No Alcohol” policy in effect in the common areas. Alcoholic beverages must be consumed in the privacy of your suite. The use of alcohol or other substances to a degree that would cause disruption to others is not tolerated.
- Z) **Recycling Bins** have been provided in the Taber Manors. Please read the attached information.
- AA) **Energy Conscious:** Please remember that Normal Thermostat setting for winter is 20-22 degrees C (or 75-75 degrees F).
- BB) **Security:** To ensure the safety & security of all residents, everyone must do his or her part to prevent unauthorized entry to the building. Do not open the main door unless you know who you are letting into the building. Do not leave the main door unattended or propped open. Always be careful with your keys and report to maintenance or Taber and District Housing Foundation business office immediately if keys are lost or stolen.
- CC) **Elevator - Harmony Home only:** When using the Harmony Home elevator to move in or out (or transport large objects) all tenants **must** make prior arrangements with maintenance personnel in order to have the ***moving curtain*** installed in the elevator **prior** to their move in or out.

OTHER RULES:

The Landlord has the right to amend these regulations and make additional reasonable regulations that may be needed for the safety, care and cleanliness of the premises and such regulations must be kept and observed by the Tenant.

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

Signature of Tenant/(s)

Date

6.6) x ii

Community Housing
No Smoking – Declaration

I _____, acknowledge that the “No Smoking” policy, for all of the buildings managed by Taber and District Housing Foundation, has been fully explained to me.

I agree not to smoke anywhere inside the unit. I will not allow any of my guests to smoke anywhere inside of the property.

I realize that if I fail to keep this commitment, it will be considered a substantial breach of my lease agreement and my tenancy will be terminated, in accordance with the Landlord and Tenant Act.

Signed: _____

Witnessed: _____

Date: _____



**Taber & District
HOUSING FOUNDATION**

Provides individuals, families and seniors with affordable and caring accommodation

MINUTES
Regular Monthly Board Meeting
Taber and District Housing Foundation
Friday, May 25, 2018
TDHF Office - Boardroom

ATTENDANCE

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

Administration: Tim Janzen (CAO), Joan Hart (Lodge Manager), Corey Beck (Maintenance Manager, Kristin Skiba (Placement Coordinator)

Absent: Deanna Killinger

Rosanne Horrocks, Chairman, called the Regular monthly meeting to order at 1:30 p.m.

1. Approval of Agenda

Motion 2018-59

MOVED by L. English to approve the Agenda.

CARRIED

2. Approval of Minutes

Motion 2018-60

MOVED by T. Miyanaga to accept the minutes from the Regular Board Meeting of Friday, April 27, 2018.

CARRIED

3. Business Arising

- a) **CVL Resident & Family BBQ** - CAO reported that Martin Shields, Member of Parliament, would be attending the CVL Resident and Family BBQ on Friday, August 17th.
- b) **RBC Express Enrolment** - CAO reported that Beverly Mikalson, Financial Administrator, had completed the registration process for Income Tax Filing and Electronic Transfer Payment. As well, the first ETF payment was successfully executed.
- c) **8760 RFP – Natural Gas 2022 - 2027** – CAO reported that the RFP is underway and final details about natural gas contract values should be available at the next Board of Directors meeting.
- d) **Taber & District Health Foundation** – CAO reported that a TDFH representative toured the Clearview Lodge on Friday, May 20, 2018, to view the East Tub room and discuss the proposed funding request for a new tub and lift. CAO to attend the June 22nd meeting for Taber and District Health Foundation to answer any additional questions.

4. Approval of Financial Statements and Reports:

Motion 2018-61

MOVED by J. Strojwas to accept for information the financial information for the month of April 2018 for both Social Housing and Clearview Lodge as presented.

CARRIED

5. Reports

a) Lodge Manager's Report

Motion 2018-62

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

CARRIED

b) Maintenance Manager's Report

Motion 2018-63

MOVED by D. Hansen to accept the Maintenance Manager's report, as presented.

CARRIED

c) Placement Officer Report

Motion 2018-64

MOVED by J. Strojwas to accept the Placement Manager's report, as presented.

CARRIED

d) Financial Administrator Report

Motion 2018-65

MOVED by L. English to accept the Financial Administrator's report, as presented.

CARRIED

e) Chief Administrative Officer Report

Motion 2018-66

MOVED by T. Miyanaga to accept the Chief Administrative Officer's report, as presented.

CARRIED

6. New Business

a) Bountiful House – Lawn Mowing and Snow Removal –

Motion 2018-67

MOVED by T. Miyanaga to hire a part-time employee to mow lawns and perform snow removal at Bountiful House.

CARRIED

Motion 2018-68

MOVED by L. English to purchase a lawnmower (value approx. \$625) to be used and stored at Bountiful House.

CARRIED

b) **Clearview Lodge – Merge Rooms #509 & 510 –**

Motion 2018-69

MOVED by J. Strojwas that rooms #509 & 510 at Clearview Lodge be amalgamated by removing the shared wall between the two units. The resulting larger unit will be a couple's unit.

CARRIED

c) **ARDN – Affordable Housing Project – Financial Model**

CAO presented the most current proposal from ARDN. The model included twenty affordable units (6 Bachelor suites and 14 one bedroom) and ten near-market units (6 one-bedroom and 4 two-bedroom units). There was discussion about the appropriateness of size of units, rent charged and expected demand. It is anticipated that there will continue to be discussion at the next Building Committee meeting, which is expected to be scheduled in the second week of June.

- d) **Policy T-26.1: Schedule A – Residential Lease – Rules and Regulations – Family Housing –**
CAO presented an updated policy to reflect changes in smoking of tobacco, cannabis and electronic cigarettes and the production in cannabis in Family Housing units.

Motion 2018-70

MOVED by T. Miyanaga that Policy T-26.1: Schedule A – Residential Lease – Rules and Regulations – Family Housing be accepted as presented.

CARRIED

- f) **Policy T-26.2: Schedule A – Residential Lease – Rules and Regulations – Senior Self-Contained –**
CAO presented an updated policy to reflect changes in smoking of tobacco, cannabis and electronic cigarettes and the production in cannabis in Senior Self-Contained apartment units.

Motion 2018-71

MOVED by T. Miyanaga that Policy T-26.1: Schedule A – Residential Lease – Rules and Regulations – Senior Self-Contained be accepted as presented.

CARRIED

7. Information

- a) Monthly Report – Social Housing @ April 30, 2018
- b) Email – National Housing Co-Investment Fund
- c) Letter – Crouse Developments Inc. – Offer of Facilitation Services

8. Adjournment

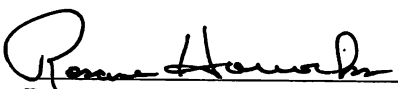
Motion 2018-72

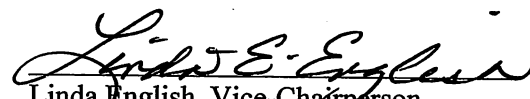
MOVED by J. Strojwas to adjourn this meeting at 3:44 pm

CARRIED

Next Meeting – Friday, June 22, 2018

TDHF Administration Office


Rosanne Horrocks, Chairperson


Linda English, Vice-Chairperson

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
1600 - 520 - 3rd Avenue S.W.
Calgary, Alberta T2P 0R3
T: (403) 693-4300
F: (403) 508-4349

October 25, 2018

Joanne M. Klauer
Direct Line: (403) 693-4335
E-mail: JKlauer@mltaikins.com

Town of Taber
A-4900 50 Street
Taber, AB
T1G 1T1

Attention: Cory Armfelt, CAO

Dear Sir:

Re: Recreational Cannabis Consumption
File No.: 065187-0014

Further to our discussion, I understand that the Town is dealing with a situation involving the Clearview Lodge, which is owned and operated by the Taber & District Housing Foundation. With recreational cannabis now being legal, the Lodge had installed a couple of benches on their property, located just off the Town sidewalk, for their residents to smoke cannabis.

The issue is that permitting the smoking of cannabis on these benches may be contrary to Part 7 of the Town's Community Standards Bylaw 15-2018 which prohibits the use or consumption of cannabis in any public place, other than a residence or temporary residence. The Bylaw defines "public place" as:

means any place, including privately owned or leased property, to which the public reasonably has or is permitted to have access.

While the Bylaw doesn't define "residence", I understand that individuals may use or consume cannabis outside on balconies or in the backyards of their homes.

While there is the argument that the Lodge property constitutes the residents' "residence" and people who come onto Lodge property are not the general public as they are as guests or invitees of the Lodge for the purpose of visiting residents or conducting business with the Lodge, I understand that the Town's police chief is of the view that because members of the public may access this area, it should be considered a "public place".

In my opinion, the practical solution to this situation is for the Lodge to move the benches to a different area on its property further away from the sidewalk and sign this area "Residents and Guests Only" to avoid the "residence" versus "public place" debate.

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6. a) xvii

MLT AIKINS

WESTERN CANADA'S LAW FIRM

I hope that you find the foregoing helpful. Please contact me directly if you have any further questions.

Yours truly,

MLT AIKINS LLP

Per:



JOANNE M. KLAUER

Tim Janzen

From: Dean Lussier <Dean.Lussier@gov.ab.ca>
Sent: Tuesday, October 30, 2018 10:55 AM
To: Tim Janzen
Cc: Amber Gallant; Philip Henke
Subject: RE: Need another expert opinion

Hi Tim, I had our policy people go through this. ASHC owned lands are not public lands, comments on the bylaws from our policy people below;

- In the Town of Taber's Community Standards Bylaw 15-2018, no tobacco smoking is permitted on a public premises. **Public premises** is defined as *any place to which the public may have either express or implied access for the purpose of worship, entertainment, recreation, business, amusement, education, transportation, consumption of food or drink, or the provision and receipt of services.*
 - *Therefore, since the gazebo is not open to the public for any of these reasons, tobacco smoking is permitted there.*
- This same bylaw creates a distinction for cannabis, which is banned in any **public space**, which is defined as *any place, including privately owned or leased property, to which the public reasonably has or is permitted to have access.* This would include the gazebo, as although it is private land, the public could reasonably access it. It's very overreaching compared to the tobacco smoking restrictions.

The policy people also mentioned that those who have a prescription are most likely permitted, but you should still get legal advice.

I have a suggestion but you will definitely need a legal opinion on this, what if you were to put a sign on the grounds stating that access to these grounds is only permitted to tenants, staff and family members – or something like that. Is it no longer permitted access to the public? Like I said you would need to consult someone who is able to give legal advice.

Dean Lussier
Executive Director, Alberta Seniors and Housing
Housing Operations
Government of Alberta

Tel 780-427-1751
Cell 780-905-7248



From: Tim Janzen <timj@taberhsg.ca>
Sent: Monday, October 29, 2018 2:43 PM
To: Dean Lussier <Dean.Lussier@gov.ab.ca>
Cc: Amber Gallant <amber.gallant@gov.ab.ca>; Philip Henke <philip.henke@gov.ab.ca>
Subject: RE: Need another expert opinion

Dean:
I am wondering if you have any more information on this opinion.



RECEIVED

NOV 13 2018

TS

October 24, 2018

File: B/C/Cs

Taber and District Housing Foundation
5318 48 Avenue
Taber, AB
T1G 1S2

Dear Sir or Madam:

Re: Town of Taber Council Appointment

We are pleased to advise that Council of the Town of Taber at their Organizational Meeting held on October 22, 2018, appointed the following Council Member to participate on this Board:

Councillor Joe Strojwas
C/O Town of Taber
A - 4900 50 St
Taber, AB
T1G 1T1
403 223 5500 x 5519
Joe.strojwas@taber.ca

You may forward any correspondence and agendas to the above noted address. The term of this appointment will extend to our Organizational Meeting in October 2019, when either a re-appointment or a new appointment will be made. Of this, you will be advised accordingly.

Yours truly,

Cory Armfelt, RPP, MCIP
Chief Administrative Officer

/rk

6-551

TDHF Board Committees November 15, 2018

Personnel Committee

Current Members: Linda English Rosanne Horrocks

Budget & Audit Committee

Current Members Joe Strojwas Rosanne Horrocks Deb Hansen

Governance Committee

Current Members Linda English Rosanne Horrocks Tamara Miyanaga

Fundraising Committee

Current Members Joe Strojwas Tamara Miyanaga Deb Hansen

Building Committee

Current Members Everybody

Executive Committee

Current Members Rosanne Horrocks Linda English