



Member Handbook

Village Canadien Co-op Ltee.

Welcomes You!

Management & Staff will be happy to answer your questions:

General Manager	David
Bookkeeper	Tammy
Property Assistant	Shantel
Operations Manager	Steven
Maintenance Supervisor	Jared
Maintenance Assistant	Zach

Co-op office info

#1-730 River Road
Phone: (204) 257-2501
Monday to Friday: 11:00 A.M.-noon & 1:00 P.M.-5:00 P.M.
email: *info@vccl.ca*

On Call Staff (after hours emergencies only):

River/St. Mary's Rd./Maurepas (204) 791-9935 Jim

Meadowood/Meadowood Place (204) 791 - 9936 Edward

OUR MISSION

To provide safe, affordable, community living.

OUR CORE VALUES

Safety, good management, diversity, affordability, as well as interdependence of one another and a sense of community.

OUR VISION

We believe the co-op education is critical to our success. Through training, communication, and community building, we will encourage participation from all members. We will educate our membership about the full meaning of diversity.

We will develop a short-term and long-term plan for maintenance that includes provisions for our future financially. We will ensure that our members understand the relationship between maintenance funding and housing charge costs.

We will continue to maintain our grounds and buildings to ensure a safe environment for our members.

It is our intent to ensure effective management and good governance in our co-op. We will continue to elect knowledgeable Boards who, in turn, will employ capable, creative staff.

We want our homes to continue to be affordable after our Agreement with the government expires. We intend to preserve our diverse community by providing subsidy to our lower income members in the future.

Welcome to Village Canadien Co-Op

(October 1, 2016)

We are pleased that you have chosen our Cooperative in which to make your home.

PETS – (\$250.00 deposit before move-in)

Only 2 pets are allowed per Unit. All pets must be registered at the Co-Op Office. Please see member's handbook for pet regulations in the Co-Op

HYDRO

Please set up your Manitoba Hydro account right away by calling **(204) 480-5900**. Be sure to read your hydro meter and phone in the reading to Manitoba Hydro.

River/St. Mary's members – the meters are located on either the wall outside by your patio or on your neighbour's wall. If the meter is on your wall, it is the nearest meter to the wall for your unit. Meadowood – the hydro meter is beside the front door. Each meter has a MH number (Manitoba Hydro) that should be included when phoned in with reading.

HOUSING CHARGES (effective Sept. 1/09)

Housing charges are due and payable on the 1st of each month. On the 2nd business day of the month there will be a \$10.00 late fee charge for each following business days up to a maximum of \$30.00. If the housing charge remains unpaid after that point, the member will be called to meet with the Board of Directors.

NOTE: there is a \$45.00 charge for any returned cheques or non-sufficient AFT payments.

ALL PARKING STALLS - \$35.00 per stall per month.

It is very important that members do not park in the Visitors parking areas. As well it is equally important that visitors do not park in the assigned stalls.

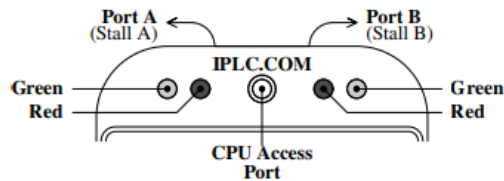
Failure to comply with these restrictions will lead to towing of the vehicle at the owner's expense.

A visitors parking pass may be obtained from the Co-op office or from the On-Call Person for any night a visitor requires visitor parking. Anyone parking in the fire lane or around the circles will be automatically towed at the owner's expense.

PARKING PLUGS

IPLC Plugs – the microprocessor measures both temperature and wind-chill every 4.5 minutes and is factory programmed not to deliver power above -5C. It infinitely varies power delivery from 10% on time at -5C to 100% on time at -25C and colder. Once the IPLC power detects a functioning block heater, it cuts power for the first two hours, recognizing how long it will take a hot engine to cool to a temperature requiring block heater support. This IPLC will prevent tripped breakers causing power outage to the whole lot, as it will cut power directly to the outlet when a short or overload is detected. It continually monitors the system and will restore power once the problem is corrected. GREEN & RED LED lights will tell the status of the power outlets and if it is working properly.

Intelligent Parking Lot Controller (IPLC) M210 Operation



IPLC M210 Diagnostic Lights

Each stall or port has two associated lights, one green the other red. These lights reflect the status of the IPLC and the condition of any attached loads, such as block heaters, battery blankets, interior heaters, etc. The various light combinations and status is shown in the table below.

Stall Lights		Load Attached	Load Status Description
Green	Red		
Flashing Slowly	OFF	NO	Power is available. Ready to accept user load.
Flashing Slowly	OFF	YES	User equipment has an open circuit condition.
ON	OFF	YES	All is OK! Load is accepted.
Flashing Quickly	OFF	YES	Load is too small. Loads MUST BE at least 1/4 Amp.
OFF	ON	YES	Load is OVER maximum load limit. Unplug - reduce load - retry.
OFF	Flashing Quickly	YES	Load is greater than 15 Amps! Possible short circuit!
OFF	OFF	N/A	Power is NOT available. Call service personnel.

IPLC M210 Diagnostic Lights & Load Status Table

Package Contents:

One IPLC M210 dual circuit controller, pre-wired industrial outlet, specification grade thermal-plastic cover, seals, mounting hardware/instructions, and commissioning procedures. The IPLC comes pre-programmed with a standard schedule averaging 65% in savings (see program profile below) with a load limit of 15 Amps and a two hour initial power delay.

GARBAGE:

River Road: Garbage is to be securely tied in garbage bags and placed in the garbage bins located in each bay.

Meadowood:

- **Townhomes** – Garbage bins are emptied on Tuesdays and Fridays. If the centre bin is full, PLEASE walk those extra steps and put your garbage in the other bin, rather than on the floor of the garbage shelters.
- **Apartments** – small bags of garbage that are placed in the chutes must be pushed completely down the chute and garbage should not be left on the garbage room floor.

BULK WASTE Bulky items such as couches, mattresses, appliances, furniture, computers, televisions, tires etc., must not be put in the garbage bins.

River/St. Mary's members – place bulk items behind maintenance shop beside the 730 garbage bin

Meadowood Townhome members & Apartment members – place bulk items beside island garbage enclosure. www.winnipeg.ca/waterandwaste/garbage/specialHandle.stm

LAUNDRY ROOMS (Meadowood apartments only – coin operated:

- **Wash \$3.00**
- **Dry \$2.00**

Please remove clothing from the washer and dryer promptly when cycles are finished so that others may use the machines. The Co-Op is not responsible for the loss of clothes left unattended. (\$25.00 cost to replace laundry room key)

Re: extra cable or telephone line installations

- All inside TV and Computer cable lines or telephone lines – see office for proper installation.
- No outside lines or cable lines are to be installed.

PHONE LINE MAINTENANCE In 1993 MTS was no longer responsible for the maintenance and repair of phone lines on the interior of homes. MTS offers a monthly maintenance fee that some members may be paying. It is not necessary to pay this fee to MTS as the Co-Op will take responsibility if there are any problems with the interior phone wiring. A member would be responsible though for the cost if they found to have tampered with the phone lines and caused the problem.

ELECTRIC BASEBOARD HEATERS – CAUTION! Please be extremely careful not to put anything too close to the wall heaters. Keep furniture and other items away from the heaters to avoid damage or possibly a fire. On a regular basis clean and check for object that may have fallen in.

NOTICE TO ALL CO-OP MEMBERS

Effective October 1, 2016, please be advised of the following change in rates:

- ◆ Application Fee \$45.00
- ◆ Unit Transfer Fees \$150.00
- ◆ NSF returned cheque fee \$45.00
- ◆ Maintenance costs \$25.00/hour

when in breach of the **Bylaw 007:14**, which states that:

Recover of Maintenance Costs:

Where replacement of equipment, materials, etc. can be determined that member's abuse or neglect is the cause of the breakdown, the member will be invoiced for the said materials at cost plus labor and administrative cost based on actual disbursement costs

- ◆ Laundry room key \$25.00
- ◆ Cutting Keys requested by members
 - lost door keys \$ 7.50
 - door lock change \$25.00
 - mailbox lock change \$25.00

Rate increases are due to increases of operation costs

Board of Directors,
Village Canadien Co-Op Ltee.

(Updated May 2019)

Village Canadien Co-Op Ltee.

All Village Canadien Co-op Members

DOOR LOCK POLICY

Every home in the Co-op has a locking deadbolt on the front door which is mastered to a key that the office, maintenance, and emergency staff have in their possession. Access to our Co-Op homes is required in the following circumstances:

1. When the member makes a maintenance request
2. when an emergency such as a fire occurs
3. when the Co-Op gives advance notice of a need for access

In a real emergency, the situation could be critical if we don't have access.

When a member moves out, the deadbolt lock is changed by the Co-Op and new keys provided to the new member for security purposes.

If you have any questions regarding the locks, please call the Co-Op office at (204) 257-2501.

Thank you,

The Co-Op Management

Village Canadien Co-Op Ltee.

SMOKE ALARM INFORMATION

The City of Winnipeg Fire By-Law requires that all units within the 2 complexes of Village Canadien Co-op be equipped with working smoke alarms.

River/St. Mary's Townhomes - each unit has a smoke alarm, which is powered by a 10-year lithium battery, on the second floor above the bedroom doors. There is a test button and a hush button on the alarm.

Members are encouraged to install their own smoke alarms on the main floor or the basement to provide extra protection for you and your family.

Meadowood Townhomes - are equipped with hard wired smoke alarms which are connected on an electrical circuit. One is located in the upstairs hallway ceiling and the other is located at the top of the basement stairs.

Meadowood Apartments - each suite has a hard-wired smoke alarm with a backup battery and is located higher on the wall near the bedrooms.

Members - please do not try to open the alarm as that will damage it and please do not remove the alarm from the ceiling or wall. If you feel that your alarm is not working properly or keeps beeping, please call the Co-op office at (204) 257-2501 or the On-Call staff (evenings or weekends).

River Road

Operation

This Product is designed to detect products of combustion using the ionization technique. It contains 0.9 microcurie of Americium 241, a radioactive material. Distributed under U.S. NRC License No. 32-23858-01E. Manufactured in compliance with U.S. NRC safety criteria in 10 CFR 32.27. The purchaser is exempt from any regulatory requirements.

This smoke alarm uses an extremely small amount of radioactive element in the ionization sensor chamber. Do not try to repair the smoke alarm yourself. Refer to the instructions in Warranty for service.

The smoke alarm is operating once the alarm is activated (see Activation) and testing is complete. When the smoke alarm ionization sensor chamber senses products of combustion, the horn will sound a loud (85db) alarm until the sensing chamber is cleared of smoke particles.

False Alarms

Smoke alarms are designed to minimize false alarms.

Cigarette smoke will not normally set off the alarm, unless the smoke is blown directly into the alarm.

Combustion particles from cooking may set off the alarm if the alarm is located close to the cooking area. Large quantities of combustible particles are generated from spills or when broiling. Using the fan on a range hood that vents to the outside (non-recirculating type) will also help remove these combustible particles from the kitchen.

HUSH® Control Feature

CAUTION: This feature should only be used to silence an alarm that was activated by a readily known non-hazardous condition, such as smoke from cooking.

Combustion particles from cooking may set off the alarm if the alarm is located close to the cooking area. Large quantities of combustible particles are generated from spills or when broiling. Using the fan on a range hood that vents to the outside (non-recirculating type) will also help remove these combustible particles from the kitchen. The Hush® button is extremely useful in a kitchen area or other areas prone to nuisance alarms.

The Hush® feature, activated by pushing the Test/Hush® button on the smoke alarm cover, temporarily desensitizes the alarm. If the smoke is not too dense, the alarm will silence, the Red LED will flash every 10 seconds for up to 8 minutes.

The smoke alarm will automatically reset to normal sensitivity after approximately 8 minutes. If after this period, particles of combustion are still present, the alarm will sound again.

The Hush® feature can be used repeatedly until the air has been cleared of the condition causing the alarm.

NOTE: Dense smoke will override the Hush® control feature and sound a continuous alarm.

LED Indicator

This alarm is equipped with a red LED indicator, with four modes of operation.

Red LED – Flashing every 40-45 seconds: Indicates that the smoke alarm is receiving power and operating properly.

Red LED – Flashing (1 second on – 1 second off): When the smoke alarm senses particles of combustion and goes into alarm (constant pulsating sound), the red LED will flash (approximately one flash per second). The flashing LED and pulsating alarm will continue until the air is cleared.

Red LED – Flashing slowly (1 second on – 8 seconds off): Indicates that the unit is in the Hush® mode.

Red LED – Flashing rapidly when the Test button is pressed: This unit features an “alarm memory” to inform you if the alarm has sounded since the Test button was last pressed. The alarm memory will cause the red LED to flash rapidly when the Test button is pressed. The alarm memory is reset when the Test button is released.

Testing

NOTE: REGULAR WEEKLY TESTING IS REQUIRED!
CAUTION: Due to the loudness (85 decibels) of the alarm, always stand an arms length away from the unit when testing.

Test by pushing the Test button on the cover and hold it for a minimum of 5 seconds (or until the alarm sounds).

This will sound the alarm if all the electronic circuitry, horn and battery are working. If the alarm does not sound, the unit has a defective battery or some other failure. DO NOT use an open flame to test your alarm, you could damage the alarm or ignite combustible materials and start a fire.

Test the alarm weekly to ensure proper operation. Erratic or low sound coming from your alarm may indicate a defective alarm, and it should be returned for service (see Warranty section).

Alarms failing an alarm test, or not operating normally, must be replaced with a new alarm. Similarly, alarms more than 10 years old must be replaced.

Cleaning the Alarm

The alarm should be cleaned at least once a year.

- To clean your alarm, remove it from the mounting plate (See Alarm Tamper Resist Feature and Alarm Removal sections). You can clean the alarm by using compressed.

- Air or a vacuum cleaner hose with a soft brush attachment. Blow or vacuum around the perimeter of the alarm to remove dust and dirt. The outside of the alarm can be wiped with a damp cloth (do not use a wet cloth to avoid water entering the unit).

- After cleaning, reinstall your alarm and test your alarm by using the Test button. If cleaning does not restore the alarm to normal operation, the alarm should be replaced.

- Do not paint the unit. Paint will seal the vents and interfere with the sensor's ability to detect smoke. Never attempt to disassemble the unit or clean inside. This action will void your warranty.

Meadowood and Maurepas

LED Indicator Operation

Red LED

The red LED will flash as described below under the following conditions:

- During smoke alarm, with every beep
- During testing (same as alarm)
- Low battery: single flash with chirp every 60 seconds
- End of product life, double flash and chirp every 30 seconds
- Unit error mode: Single flash and chirp every 30 seconds. Also, every 30 seconds, a Fault Code is flashed, which can be observed and reported to customer service for troubleshooting.

Green LED

The green LED will flash as described below under the following conditions:

- Standby Condition (powered by AC and battery backup): The LED will be constantly on.
- Standby Condition (powered by only battery backup): The LED will flash every 60 seconds.
- Alarm Memory Condition: When the alarm condition goes away, the originating alarm unit will flash the LED every 16 seconds until the test/reset button is pressed, thus resetting the alarm.
- Initiating Alarm condition: 1 second flash rate during the alarm, which indicates this unit initiated the alarm.
- Trouble Fault/Error mode: ½ second flash rate (AC powered only). Helps owner locate the mysterious chirping unit.
- HUSH MODE Condition: The LED will flash every 2 seconds while the alarm is in HUSH mode.

Smoke HUSH® Control Feature

The HUSH feature has the capability of temporarily desensitizing.

The smoke alarm circuit for approximately 9 minutes. This feature is to be used only when a known alarm condition, such as smoke from cooking, activates the alarm. When the unit is in alarm you can put your Smoke Alarm in HUSH mode by pushing the test/reset button. If the smoke is not too dense, the alarm will silence immediately, and the green LED will flash every 2 seconds for approximately 9 minutes. This indicates that the smoke alarm is in a temporarily desensitized condition.

Your Smoke Alarm will automatically reset after approximately 9 minutes. When the unit returns to normal operation after being in HUSH mode, it will sound the alarm if smoke is still present. The HUSH feature can be used repeatedly until the air has been cleared of the condition causing the alarm. While the unit is in HUSH mode, pushing the test/reset button on the alarm will also end the HUSH period.

General Maintenance

To keep your Smoke Alarm in good working order, please follow these simple steps:

- Verify the unit's alarm and LED lights operation by pushing the test/reset button once a week.
- Remove the unit from mounting bracket and vacuum the alarm cover and vents with a soft brush attachment once a month to remove dust and dirt. REINSTALL IMMEDIATELY AFTER CLEANING AND THEN TEST USING THE TEST/RESET BUTTON!
- Never use detergents or other solvents to clean the unit.
- Avoid spraying air fresheners, hair spray, or other aerosols near the Smoke Alarm.

Do not paint the unit. Paint will seal the vents and interfere with the sensor's ability to detect smoke. Never attempt to disassemble the unit or clean inside. This action will void your warranty.

Move the Smoke Alarm and place in another location prior to performing any of the following:

- Staining or stripping wood floors or furniture
- Painting or wall papering
- Using adhesives

Storing the unit in a plastic bag during any of the above projects will protect the sensors from damage. Do not place near a diaper pail.

WARNING: Reinstall the Smoke Alarm as soon as possible to assure continuous protection

Battery (Non-Replaceable)

This alarm contains a sealed 3V Lithium battery, which will last the life of the alarm. If any form of battery failure is detected, the red LED light will flash and the unit will "chirp" once every 60 seconds. Also, the green LED will flash twice a second to help locate the chirping unit (AC power only). This cycle will continue for at least seven days. Replace alarm immediately!

Village Canadien Co-Op Ltee.

Notice to all Members

LINOLEUM MAINTENANCE

Please avoid using rubber-backed area rugs or mats on the Linoleum. We have found from past experience that these types of mats (also rugs with jute backing) are prone to causing discoloration to the linoleum. Should an outline be apparent on the linoleum at move-out, the outgoing member is held liable for the cost of replacing the damaged flooring.

Please be careful with floor mats so that damage is not caused!

The Co-op Management

Village Canadien Co-Op Ltee.

MINI SATELLITE DISH INSTALLATION GUIDELINE

The following is a guideline for the installation of all types of satellite receiving equipment:

This guide will act in conjunction with the limitations set out in the VILLAGE CANADIEN CO-OP LTEE. BY-LAWS as well.

No equipment of any kind may be mounted where there are shingles. The dish may only be mounted on the gable end fascia furthest away from the roadway. (1 dish only per cluster) – see Co-Op office for clarification if necessary for location.

Any holes drilled for either the dish, the coax cable or any other piece of equipment must be repairable. These repairs will be carried out by the member on or before the last day of occupancy. All holes on the interior and exterior are to be covered with the proper repair agent. (i.e., cement filler, drywall compound).

Holes may **NOT** be drilled in the following areas:

- ◆ all doors including the patio door and all immediate framing surrounding these doors
- ◆ the stucco
- ◆ all exterior bricks: no bricks shall be drilled but the mortis between the bricks may be drilled
- ◆ the wooden framing of all windows excluding the basement. The basement window can be drilled to accept the coax.

The best suggestion for running the coax cable would be to bring it through either the front or back exterior closets; once into the closet, a hole can be drilled directly into the basement.

There must be minimal visibility of any exterior or interior wiring.

This process WILL be time consuming but will ensure the minimal amount of damage to the property.

After the installation, please ensure the installer has sealed **ALL** holes drilled into the building with a weather-proof sealer.

Village Canadien Co-Op Ltee.

Privacy Policy

Protecting Your Privacy Protecting the personal information we collect and maintain is as important to us as it is to you. Like any organization, we require a certain amount of personal information to conduct business and provide you with the services you want and need.

At the same time, you have a right to know that your privacy is being respected and your confidential information is collected, used, and protected appropriately. For that reason, we have policies and practices in place to safeguard and maintain the accuracy and security of your personal and financial information.

Our Ten Privacy Principles We have established ten Privacy Principles that govern our information handling practices built on the values established by Canada's Personal Information Protection and Electronic Documents Act. These principles are:

Principle 1 – Accountability

Village Canadien Co-Op is responsible for maintaining and protecting the customer information under its control. In doing so, we have designated an individual accountable for the Co-Op's compliance with the ten Privacy Principles

Principle 2 – Identifying Purposes

The purpose for which customer information is collected shall be identified before or at the time the information is collected.

Principle 3 – Consent

A customer's knowledge and consent are required for the collection, use or disclosure of personal information except where required or permitted by law.

Principle 4 – Limiting Collection

We collect information by fair and lawful means and limit our collection to those details necessary for identified purposes.

Principle 5 – Limiting Use, Disclosure and Retention

Customer information may only be used or disclosed for the purpose for which it was collected unless the customer has otherwise consented, or when it is required or permitted by law. Customer information may only be retained for the period of time required to fulfill the purpose for which it was collected.

Principle 6 – Accuracy

Customer information must be maintained in as accurate, complete, and up-to-date form as is necessary to fulfill the purpose for which it is to be used.

Principle 7 – Safeguarding Customer Information

Customer information must be protected by security safeguards that are appropriate to the sensitivity level of the information.

Principle 8 – Openness

We make information available to you concerning the policies and practices that apply to the management of your information.

Principle 9 – Member Access

At your request, you will be informed of the existence, use and disclosure of your information and be given access to it. You may verify the accuracy and completeness of your information and may request that it be amended, if appropriate.

Principle 10 – Handling Member Complaints and Suggestions

Members may direct any questions or enquiries with respect to the privacy principles outlined above or about our practices by contacting the designated person accountable for privacy in Village Canadien Co-Op.

Personal Information

The Co-Op uses personal information to communicate with you, process applications and provide the services you have requested. We may only use personal information for the purpose that we have disclosed to you. If, for any reason, information is required to fulfill a different purpose, we will notify you and ask you for your consent before proceeding.

We retain your information only as long as it is required for the reasons it was collected.

Unless you authorize us to release it, or release is required or permitted by law, we will never sell, lease, or trade information about you or members of your household to the parties.

We are obligated to provide the information in response to a valid demand, search warrant or other legal enquiry or order. We may also disclose information to help us collect a debt owed to us and in the case of a breach of agreement or contravention of law.

Village Canadien Co-Op keeps on file:

- members' current and past statements of account with the Co-Op
- all correspondence
- members' housing agreements with the Co-Op
- any documents relating to housing subsidy

How do you provide us with your consent?

We accept any of the following as your consent for Village Canadien Co-Op's existing use and future collection, use and disclosure of your personal information for the identified Purposes:

- ◆ your receipt of this Privacy Policy, unless you advise the Co-Op, in writing that you do not agree with the terms stated in this Policy
- ◆ your express written consent as obtained through the application process
- ◆ unless we hear otherwise from you, you are giving us your consent for the collection, use and disclosure of personal information as provided in this Policy

Who Has Access

Access to your personal file is by Co-Op staff only, the Co-Op's Auditor and possibly by a representative of the Province of Manitoba in verifying the Co-Op's compliance with subsidy agreements.

Accessing Your Information

As a customer, you have the right to access and verify the personal information held in your personal file. To help us keep your personal information current, we encourage you to advise us if corrections are needed. To view your file please contact the Co-Op office at 257-2501 to arrange a time and date to use the Board Room during office hours.

VILLAGE CANADIEN CO-OP LTEE.

BY-LAWS MANUAL

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PREAMBLE

Village Canadien Co-Op Ltee. (VCCL)

FORWARD

How fast the years go by when one is asked to write the history of his housing cooperative. There are usually a great number of individuals involved through the different stages of development. However, some of the names evade you whilst others seem to instantly come to mind. These come to mind because of their tenacity, their continued drive to success despite the apparent failures that reared their ugly heads from time to time or just their plain will to succeed for the sake of the benefits. These are benefits that will be reaped by the ultimate member user residents. Others come to mind because of their deep belief in the philosophical approach to one of the basic needs of any human being. That is, reasonably affordable and community-oriented housing at cost to its collective owners/residents.

Before we outline the historical facts, we wish to take this golden opportunity to thank those who had a vision and pursued this vision along the historical path that led to a successful housing cooperative known not only in Winnipeg or Manitoba, but as well as other provinces across Canada. This leadership was a living example for others to follow where today 60,000 co-op housing units dot the major cities of other provinces as well as the Yukon and the Northwest Territories. We should be very proud of this achievement. It is therefore imperative that we, as well as our children and grandchildren should continue to serve as good and dedicated volunteers for a very good and maybe self-serving cause.

There is one individual that comes to mind at this time, and that, in my humble opinion, truly deserves mentioning at this time.

Father Louis Laurencelle accepted to serve as a 1st consenting director of our housing cooperative. Thereafter, he was a silent driving force. There were times when some of us were willing to succumb to defeat. However, Father Louis' continued encouragement, motivation, and courage in the face of adversity and defeat, rallied us time after time to the call of action. Without Father Louis, I personally doubt that we would be here today to tell the tale.

Others who are too many to name should also be recognized for their contribution.

HISTORICAL PERSPECTIVE

THE IDEA

In the late 1950's and early 60's, a group of individuals were actively involved in developing the 1st housing cooperative in Canada known as Willow Park Housing Co-Op located in the northwestern part of our beautiful city of Winnipeg. After years of negotiating with the old City of Winnipeg Council for a parcel of land which they could lease for at least 50 years and then after obtaining capital funds from Canada Mortgage and Housing Corp. (CMHC), who served as lenders of last resort at that time, Willow Park became a reality in the mid 60's and has been fully operational as a cooperative for the last 27 years.

It was not until the mid-60's that a group of families from St. Boniface who were deeply concerned with the quality and cost of housing, never mind the acute shortage of housing at that time, attempted to deal with this difficult and complex issue.

After an initial demographic study of membership, it was then decided to apply for incorporation as a cooperative; the co-op model would serve as the corporate tool that would better meet the group's objectives.

The "Mother Society" better known as the Cooperative Housing Association of Manitoba (CHAM), who had assisted Willow Park Housing Co-Op with their project development and was now providing management services for Willow Park Housing Co-Op, agreed to assist us with these initial steps. VCCL was granted its Charter on January 8, 1968. It is worth noting that the following individuals served as the first directors:

- | | | | |
|----|-------------------|-----|--------------------------|
| 1. | Lucien Loiselle | 6. | Father Louis Laurencelle |
| 2. | Albert Dube | 7. | Skapti Borjford |
| 3. | Ronald Desrochers | 8. | Douglas Ramsay |
| 4. | Denis Roy | 9. | Stanley Blydon |
| 5. | Joseph Chaput | 10. | Alvin Leland Owen |

From this point on and until June 1974 and after nearly 6 years of continual meetings with Canada Mortgage and Housing Corp., the Provincial Government, the City of Winnipeg, Municipal Board and the list goes on, we finally could say that we had:

- a) Zoned land.
- b) Architectural plans, and
- c) Triple L Construction as the Project Manager.

The final bridge to cross was now at hand.

We could now formally submit our loan application to CHHC who, if satisfied, would provide the mortgage funds under the new National Housing Act special funding for housing cooperatives.

HISTORICAL PERSPECTIVE cont'd

The Loan Commitment was granted on February 27, 1975, for a loan of \$4,328,069.00. Construction was commenced in June 1975 and the first two members moved in on July, 1976; The Labossiere and Comeault families. The Comeault family is still resident members of the Village.

In passing, VCCL was one of the first housing cooperatives in Canada that incorporated a community centre which would ultimately provide office, recreational space, and daycare facilities for its members.

More recently, many families and individuals have experienced the cooperative lifestyle of VCCL. We have now been in operation for some 16 years. Those were not easy years. There were hard decisions to make, some were popular, others not so popular. But it proves one thing. When a group of individuals commit themselves to collectively working together and extending the hand of cooperation to each other, there are no mountains that cannot be climbed. We have climbed it.

Since then, our cooperative decided to expand its horizon in approving for an expansion of the existing 150 townhouse unit project on River Road & St. Mary's Road.

In 1988, following the approval of Canada Mortgage & Housing Corp., to continue the National Cooperative Housing program which was to be known as the "Indexed Listed Mortgages" or "ILM".

Village Canadien successfully negotiated for the construction of a 73 townhouse & apartment unit complex located on Meadowood Drive in St. Vital.

DSI Tandem Resource Co-Op Ltd. a cooperative technical Resource Group, acted as our negotiators, with Harry Hard, Architect and Crystal Developers as our contractors for a total construction cost of \$6,000,000.00.

The project was completed in 1989, the official opening ceremonies were held on Nov. 19, 1989, with the Federal, Provincial & CMHC officials present for the ribbon cutting ceremonies.

Once again, we had climbed it.

A SHORT HISTORY OF THE COOPERATIVE MOVEMENT

Many of us have only recently heard of Cooperatives, but they have existed in one form or another since ancient China and Babylon. Craftsmen's Guilds in the Middle Ages and Benjamin Franklin's mutual fire insurance company, founded in 1753, are two examples in the evolution of a world-wide movement.

The year was 1844 and Rochdale was a dirty industrial town in the heart of England's manufacturing area. Men, women, and children worked in the factories under oppressive conditions. After yet another unsuccessful strike, 28 weavers, including one woman, decided to set up a cooperative store to help each other in those hard times. They drafted eleven principles of operation and began raising capital. Each member contributed one £ over a period of several months. Finally, they rented a tiny store on Toad Lane and the Rochdale pioneers were in business.

Many of the weavers did not know how to read or write, but they knew that education was important to the success of their venture. One of their first steps was to ensure that every member understood their operating principles. Education, in fact, was one of these principles.

The Rochdale Pioneers were successful. More people decided to shop cooperatively and soon they were one of the largest retailers in the town, a position they hold to this day. More important, their ideas spread and became a model for successful cooperatives. Soon, cooperatives were developing all over Europe. In 1964, Friedrich Raiffeisen, started the first credit union as we know them today. Another type of Co-op idea caught on and spread.

The cooperative movement grew into virtually every sector of the economy – food, finance, agriculture, housing, insurance. Throughout the world a need was seen for an international cooperative organization. The International Cooperative Alliance was formed in 1925 to aid new co-op development and assist cooperation among cooperatives. In September 1966, the Congress of the ICA met in Vienna, Austria and approved the six principles applicable to any type of cooperative.

The Canadian Cooperative movement has a long history of which we should be proud to be a part. The first step came in the year 1900 when Alphonse Desjardins started North America's first successful credit union in Levis, Quebec. Canadian Credit unions and Caisse Populaire's now have assets in the billions of dollars; there are over 1200 credit unions in Ontario alone.

A SHORT HISTORY OF THE COOPERATIVE MOVEMENT cont'd

Around and after the turn of the century, there was a wave of agricultural cooperation. Farmers were organizing to purchase farm supplies and the early 1920's saw the formation of cooperative creameries and, in the West, the start of the Wheat Pools.

Canadian cooperatives recognized early the need for mutual cooperation. The Cooperative Union of Canada was formed in 1901 to help cooperatives all across the country cooperate with each other, and to speak with one voice when necessary. It was the large farm co-ops, particularly in the West, that provided the main political thrust to the movement. For example, the Cooperative Commonwealth Federation (C.C.F.) was the precursor of the New Democratic Party (N.D.P.)

COOPERATIVE HOUSING IN CANADA

Housing cooperatives first made their appearance in Canada in the 1930's particularly in the Maritimes. The Antigonish Movement was flourishing with the aid of Father Jimmy Thompkins and Father Moses Coady. They initiated public meetings throughout the Atlantic provinces urging their countrymen to take control of their lives through cooperative ventures. Out of their many study groups came the building co-ops.

Building cooperatives are incorporated for the bulk purchasing of materials and construction services. Once the houses are built, the cooperative dissolves and the members own their homes individually. Building co-ops became very popular, especially in the Maritimes, Quebec, and Saskatchewan.

The 1930's also saw the first "continuing" housing cooperatives in Canada. In a continuing cooperative, the co-op not only builds or acquires the housing, but continues to own or lease it on an ongoing basis. Members of the co-op have occupancy rights, but not individual ownership

The first continuing co-op was Campus Cooperative Residences in Toronto. It was started in 1936 by four students who were inspired by Toyohiko Kayawa, a scholarly co-op activist from Japan who spoke in Toronto during a speaking tour. Campus Co-op now owns 27 turn-of-the-century houses near the University of Toronto.

Willow Park Co-op, built in Winnipeg in 1964, was the first non-student continuing co-op in Canada. Between 1964 and 1970, eight more family co-ops were built. Development of new cooperatives was, however, slow. As the 1970's began, land and construction costs began to increase rapidly, and it became more and more difficult to finance new cooperatives. The supporters of the Co-op movement began lobbying for legislative changes which would facilitate the financing of non-profit the financing of non-profit housing co-operatives.

A SHORT HISTORY OF THE COOPERATIVE MOVEMENT Cont'd

Finally, in 1973, a number of amendments to the National Housing Act (N.H.A.) gave preferred rates of financing to housing co-ops incorporated as non-profit organizations.

Without the support of several groups, the growth of the so-called "third sector" – either public or private – would not have been possible. The major thrust came from the Canadian Labour Congress and the Cooperative Union of Canada. Their joint committee, the National Labour Cooperative Committee, worked very hard to get funding for housing co-ops from Central Mortgage and Housing Corporation, as well as funding for its own work. In addition, the Committee worked to involve churches and credit unions in financing housing co-ops.

In 1970, the Committee was successful in setting up the Cooperative Housing Foundation of Canada (CHF). As well as promoting the idea of housing co-ops and working for the 1973 N.H.A. amendments, CHF encouraged the development of regional resource groups to assist in developing housing co-ops at the local level.

The Cooperative Housing Foundation now has a membership of over 549 housing co-ops representing approximately 34,013 units of housing. Village Canadien Co-op Ltee. is a member of this national association because we know there is strength in unity. CHF represents a formidable number of voting citizens and we firmly believe that strong lobbies will be needed to ensure that housing cooperatives continue to make positive contributions to meeting the housing needs of Canadians.

THE PRINCIPLES OF COOPERATION

1. **OPEN AND VOLUNTARY MEMBERSHIP:** Membership of a cooperative should be voluntary and available without artificial restriction of any social, political, or religious discrimination, to all persons who can make use of its services and are willing to accept the responsibilities of membership.
2. **DEMOCRATIC CONTROL:** Co-operatives are democratic organizations. Their affairs should be administered by the members and accountable to them. Members should enjoy equal rights of voting (one member, one vote) and participation in decisions affecting their cooperative.
3. **LIMITED INTEREST ON SHARES:** Share capital should only receive a strictly limited rate of interest, of any.
4. **RETURN OF SURPLUS TO MEMBERS:** Surplus or savings, if any, arising out of the operations of a cooperative, belong to the members of that cooperative and should be distributed in such a manner as would avoid one member gaining at the expense of others. (Non-profit housing cooperatives often use savings in one year to offset cost increases in the next year. Through this practice, the principle of return of surplus to members is realized.)
5. **COOPERATIVE EDUCATION:** All cooperatives should make provision for the education of their members, officers and employees and of the general public in the principles and techniques of cooperation, both economic and democratic.
6. **COOPERATION AMONG COOPERATIVES:** All Cooperative organizations, in order to best serve the interest of their members and their communities, should actively cooperate in every practical way with other cooperatives at local, national, and international levels.
7. **Concern for our community:**

Cooperatives grew out of two basic types of situations: Economic hardship and social-political ideals. The above principles reflect those economic and social objectives which must be the basis of every cooperative. The primary reason for initially joining a cooperative may be economic (e.g.: low housing charges) but in the long run, social advantages are just as important.

BENEFITS AND RESPONSIBILITIES OF COOPERATIVE HOUSING MEMBERSHIP

The members of a housing cooperative will benefit greatly from their living situation of their project is well-run, on a sound financial footing, and well-maintained. However, since it is up to the members to determine how the co-op will be run, they, in fact, control the extent to which they will benefit.

Participation in the co-op activities and in the decision-making process is the key to each member's control over the running of the project. Participation will yield additional benefits in the social sphere as neighbours become friends and a community is formed, and so, the prime responsibility of co-op membership, that of participation in the running of the cooperative, is at the same time one of the primary advantages.

BENEFITS

1. **SECURITY OF TENURE**

As long as members fulfill their obligations to the cooperative, they can feel absolutely secure that they will not have to move unless by choice. No landlord can come along and sell your home out from under you.

2. **COST CONTROL**

Monthly housing charges only increase as much as necessary to meet increased operating costs within the cooperative (e.g.: hydro rate increase, increases in the price of supplies, etc.). No increases are arbitrary, no extra money is collected as profit. These factors all contribute to a slower increase in charges than what exists in the private rental market. Members also determine some of the costs themselves by voting on what level of services they wish to provide within the co-op.

3. **OTHER ECONOMIC ADVANTAGES**

Co-op members can use their association to achieve other economic advantages through bulk purchasing arrangements and the provision of collective services (e.g.: co-op daycare, food purchasing).

4. **CONTROL OF SURROUNDINGS**

Through the democratic system which is used to run all cooperatives, members of a housing co-op determine, as a group, the kind of environment in which they will live. They make decisions relating to their physical surroundings, such as decorating, landscaping and whether or not pets are allowed. They also make decisions regarding acceptable social and interpersonal behaviors, such as allowed noise levels, how to handle disputes between neighbours and the shared use of common areas. Maintenance standards are set up by the members as well.

5. **SATISFACTION OF SOCIAL NEEDS**

A housing cooperative creates a sense of community which does not exist in most urban settings. Members, through participation in the co-op and working together, tend to get to know one another and become friends. Social and recreational activities are often part of a co-op's program.

6. **INCREASED MOBILITY**

A family can often move from one unit to another within the co-op as it increases or decreases in size.

RESPONSIBILITIES

In order for the cooperative to function, the membership must assume a number of responsibilities. Each of the members will contribute to the co-op in their own way, depending on the individual's skills, lifestyle, etc. However, clear standards defining the minimum requirements for each member are set out in this handbook and have been adopted by a vote of the membership. Minimum expectations include such things as:

1. Paying monthly housing charges on time without having to be reminded.
2. Maintaining one's unit in good condition (cooperates with inspections and carries out alterations and repairs and decorating as required by the co-op's regulations).
3. Getting along peaceably with your neighbours.
4. Attending general meetings of the cooperative.
5. Participating on co-op committees from time to time.
6. Participating in regular maintenance tasks and special work projects which may be allocated to the general membership (e.g.: Spring Clean-up, work bees).
7. Meeting any other financial obligations to the co-op such as paying maintenance bills, fines, etc.
8. Reporting damage to the Property Manager, Property Supervisor, or Maintenance Supervisor immediately

In summary, the rights and benefits of co-op members are of quite a different nature and considerably more extensive than those of a tenant in a private rental situation. However, the same applies to the responsibilities of co-op members. As co-owners, their role must be far more active than that of a renter. The following list reviews the differences between a tenant and a co-op member.

SECTION 001
CORPORATE STRUCTURE
AND DIRECTORS

**SECTION 001 INDEX
CORPORATE STRUCTURE AND DIRECTORS**

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- 001:04 History of Village Canadien Co-Op Ltee.
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CORPORATE STRUCTURE AND DIRECTORS

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 - 001:08:06:01 Transfers from other Housing Co-ops
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OUR MISSION

To provide safe, affordable, community living.

OUR CORE VALUES

Safety, good management, diversity, affordability, member education, as well as interdependence of one another and a sense of community.

OUR VISION

We believe that co-op education is critical to our success. Through training, communication, and community building, we will encourage participation from all members. We will educate our membership about the full meaning of diversity.

We will develop a short-term and a long-term plan for maintenance that includes provisions for our future financially. We will ensure that our members understand the relationship between maintenance funding and housing charge costs.

We will continue to maintain our grounds and buildings to ensure a safe environment for our members.

It is our intent to ensure effective management and good governance in our co-op. We will continue to elect knowledgeable Boards who, in turn, will employ capable, creative staff.

We want our homes to continue to be affordable after our Agreement with the government expires. We intend to preserve our diverse community by providing subsidy to our lower income members in the future.

CHARTER BY-LAWS

The official copy of the Village Canadien Co-op Ltee Charter By-Laws is kept in the office located at 1-730 River Road.

This information is available to all members wishing access to our Charter By-Laws.

001:03

HOUSING AGREEMENT

Following this page, every member should insert their own copy of their Housing Agreement.

Bylaw Amendment April 27, 2009 (Annual General Meeting)

001:03:03

SECTION 1

HOUSING AGREEMENT: ADDITION, DELETION OR TRANSFER OF NAMES

- a) The addition, deletion, or transfer of a member's/resident's name on a Housing Agreement shall be at the approval of the Board of Directors with an updated, signed Housing Agreement.
- b) In order to ensure all residents in a unit may be properly accounted for in case of emergency, the member shall, within 15 days following 30 days of residency, report the person(s) other than those registered on the Housing Agreement, in writing to the office, the names of such other resident(s).
- c) Prior to any additions being made, other than natural family additions, the said person must attend the next scheduled Orientation program.

(Revised May 14, 2007)

MEMBERSHIP**SHARE PURCHASE (UNIT OCCUPANCY) & INDIVIDUAL MEMBERSHIP**

In order to cover items that were mortgageable in nature and to provide cash flows not allowed under the initial loan application, Village Canadien Co-op shall require that every resident member and future resident members purchase shares in an amount to be determined by the Board of Directors from time to time.

- a) Effective August 1, 2007, the "initial share" purchase is \$1,200.00 per unit, regardless of size and that any person(s) requesting residency in VCCL on or after this date shall be required to pay this "initial share" purchase in full prior to obtaining occupancy. All existing members or those residing in VCCL prior to June 30, 1982, will not be required to increase their initial share purchase to the new level, but shall remain at \$500.00 and all existing member residents between July 1, 1982, and July 31, 2007 will not be required to increase their share purchase to the new level, but shall remain at \$850.00. The above initial share purchase is mandatory for every unit and includes the following penalty clauses effective August 1, 2007.
 - Any Member exiting the Co-Op within six months of move-in will incur a financial penalty of \$900.00.
 - Any member exiting the Co-Op within six months plus one day to twelve (12) months of move-in will incur a financial penalty of \$600.00.
 - Any member exiting the Co-Op with twelve months plus one day to eighteen (18) months of move-in will incur a financial penalty of \$300.00.
 - Any member exiting the Co-Op within eighteen (18) months plus one day to twenty-four months after move-in will incur a financial penalty of \$150.00.
- b) Effective July 1, 1982, residency in VCCL is a mandatory requirement of membership in our Co-Op except as provided for in section 001:06:02.
- c) All members in good standing will be issued a membership card.

COOPERATIVES ACT – Restated By-Laws (Section 6:01) – April 21, 2001**Minimum Membership Share Holding**

- a) The minimum number of membership shares required to qualify for membership in the cooperative shall be 425 shares.
- b) A member occupying a housing unit is required to contribute to the capital of the cooperative by purchasing additional membership shares in excess of the minimum membership share requirement. The Board shall by resolution stipulate the number of additional shares such member must purchase. The additional shares must be purchased before the member occupies a

housing unit, unless the Board decides otherwise.

001:06:02

MEMBERSHIP

NON-RESIDENT MEMBERS

- a) The VCCL would consider applications for Non-Resident Members for special reasons such as - - experienced delegates to CHF or any Co-Op council.
- b) There is a membership share of \$50.00.
- c) There is a maximum number of 5 Non-Resident Members at any one time.

001:06:03

MEMBERSHIP

TERMINATION OF MEMBERSHIP

- a) The Housing Agreement states: "Notice by the Member to vacate or terminate shall be given to the Co-Op in writing on a day fixed for payment of monthly Housing Charges to become effective on the last day of the next ensuing month. For greater certainty, such Notice must be given at least sixty (60) days prior to termination which can only take effect on the last day of the month."
- b) The member shall notify the Co-Op of his/her intent to move out subject to signing a "Notice to Vacate" form.
- c) Upon receipt of "Notice to Vacate", the Co-Op will conduct a preliminary inspection within ten (10) working days after giving such notice, in order for the Co-Op to assess the re-conditioning requirements.
- d) The FINAL inspection will be conducted on or before the said move-out date subject to prior arrangements with the Co-Op.

ORGANIZATIONAL STRUCTURE

Village Canadien Co-Op Ltee. (VCCL) is a duly incorporated cooperative under the Cooperatives Act of the Province of Manitoba and so registered in October 1979

VCCL operates two housing cooperative projects in the City of Winnipeg.

The first project, completed in 1975, is a 150-unit project located at River Road & St. Mary's Road. This project is made up of 2, 3, & 4 bedroom units with full basement and financed by Canada Mortgage & Housing Corporation under Section 56.1 of the National Housing Act.

The second project, completed in 1988, is a 73 townhome and apartment units located at Meadowood Drive and St. Anne's Road. The project is financed under a program known as ILM or Indexed Linked Mortgage.

The resident members elect a Board of Directors at each Annual General Meeting. Our Charter By-Laws provide for representation from these two projects. The elected directors ensure the corporate management of the cooperative. They formulate operating policies; supervise the overall financial affairs on behalf of the members. They then hire the services of a General Manager to implement such approved operating policies etc., on a day-to-day basis. The Manager in turn hires staff to assist him in fulfilling his/her mandate.

Our corporate structure provides for active participation of the resident-members. Aside from the usual board committees, the member committees which encompass everything from member education to animal control, meet on a regular basis as an Advisory Council to advise the Board of Directors thereby providing direct areas for feedback.

In some ways, volunteers are the lifeblood of our cooperative. They are a necessary ingredient for the realization of a number of very basic cooperative principles and mission statement set forth by Village Canadien.

The following organizational and subsequent description of each of the board & members committee will facilitate the understanding of our structure and then determine what active participation you wish to accomplish.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

1. Ideal Functions of the Board of Directors

Members of Co-operative have neither the responsibility nor the right to take part in corporate management. Their primary rights are to elect those who will serve as the organization governing group or body and to control their performance. The governing group is known as the Board of Directors.

The Corporation is a legal entity whose affairs must be managed, and that responsibility is vested in a Board of Directors. The law is specific that a corporation has no legal existence unless a Board of directors is designated on the Charter application. In actuality, the Board shares its operations of the Corporation, and takes on other weighty responsibilities.

The Board of Directors faces a two-fold challenge:

- i) It represents members of the co-operative, and
- ii) It is vested by law with the duty of reasonable conduct the affairs of the Corporation.

This dual responsibility exists because the Corporation, by law, is a legal "person" comprising an artificial "being" representing a group of member residents – there must be real persons who are responsible for managing the affairs of the Corporation.

The Board is charged by law with the welfare of the Corporation. It represents the heart of what makes a corporation a useful and workable organization. Owners of the corporation expect the Board to manage the affairs of the business with a broad perspective and with the long run-in mind. The time factor, or the long run, is one of the important features of the Corporation. As a legal entity, it often has a perpetual existence beyond the life span of the founders. The Board of Directors is responsible for the long-term guidance of the Corporation.

The Board has legal, social, and ethical responsibilities in representing the member residents. Generally, the authority of the Board includes those responsibilities delegated to it by the members of the co-operative, in corporate papers (articles and By-Laws), except limitations imposed by law. In concept, the Board stands in place of the real owners (member residents) of the business. The Board of Directors acts as a body, membership on the Board gives an individual authority to act only as part of the group. Individually, a director has no authority other than that of any other member resident. Together as a Board, Directors hold a trusteeship for the members.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

While the Board of Directors is charged by law with the duty of managing the affairs of the co-operative, this does not mean that the Board manages the day-to-day operation of the Corporation. Operation management is delegated to a Property Manager. The Board is responsible for directing the Property Manager and controlling his performance in conducting the Corporation's affairs. Some of the distinctions between directing and managing will be discussed later.

The Board of Directors functions in five (5) broad areas:

- i) Supreme Decision Maker
- ii) Advisory
- iii) Trustee
- iv) Perpetuating
- v) Symbolic

Supreme Decision Centre Function

The concept of the Board as the supreme decision centre recognizes the fact that a corporation must have one decision centre for coordinating the whole enterprise. Issues which cannot be decided at any lower level will flow upward to the supreme decision centre. Once the supreme centre makes a decision on a broad issue, it will move downward and be translated into more specific terms at each lower decision centre.

The Board is primarily concerned with the broad course of action to be followed rather than decision concerning the means of carrying out the action. Board decisions determine the overall course of action; define the field in which all operation at a lower level takes place.

The Board of Directors functions as a supreme decision centre in a number of ways: establishing objectives; formulating, approving, and adopting policies; appraising goals, programs, and plans; selecting a manager and approving and controlling his action. Most significantly the supreme decision centre is an organ for growth and change. The Board is a course of initiative for changing the corporate structure if it is not functioning effectively. The Board should not have responsibility for specialized operating activities because; **a**) it must be free to bring about necessary changes in the Corporation, and even in itself **b**) it must appraise and evaluate overall performance, for operating decisions. Thus, the Board's power of decision is a major link between organizational structure and directorate functions.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

Advisor Functions

The Board of Directors performs an advisor function to both management and member residents. The Board advises the members of changes requiring their action or sanction. These may be changes that will enable the Corporation to perform more effectively or changes required by law or statute. The Board's advisory function is closely related to its function as a trustee.

The Board's role in advising the Manger is more difficult to specify. In directing broad course of action, the Board has a definite responsibility to advise and sometimes to take the initiative. Alert managers will seek the advice of the Board when formulating operational policies to implement Board policies and programs. The Manager may seek the advice of individual Board members on possible solutions to operating problems or operating strategies. Directors must remember that, in operation or any responsibility delegated to the Manager, it is the Manager who seeks advice or counsel. It is the Manager's prerogative to accept, modify or request this advice.

Boards of Directors' advice can be extremely valuable on a vast number and variety of problems confronting management. It is important that each Board recognize its advisory responsibility.

Trustee Function

The Board functions as a trustee for the shareholders (members), creditors, and the general public by assuming responsibility for the effective management of the Corporation. Basically, the trustee function is the controlling of all corporate assets in such a manner as to protect each member's capital within the general policies of the cooperative and society.

The Board carries out its trustee functions by auditing and appraising the management stewardship of our resources committed to the Corporation. The Board employs outsiders to audit the financial affairs of the Corporation. It is also suggested that perhaps the Board should employ an outside professional to audit the performance of the management. This would provide the Board with an independent check on the soundness of the Corporation's business practices.

The trustee function is fundamental and extensive and is the main reason for the Board's existence. It should not be taken lightly or be narrowly interpreted.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

Perpetuating Function

One fundamental task of the Board is to provide continuity of the Corporation. The Board accomplishes this by:

- i) making certain that capable management is available to the corporation;
- ii) selecting effective management;
- iii) guiding management;
- iv) making certain a capable and effective Board always exists to direct the Corporation's affairs; and
- v) Constantly reviewing the nature of services offered, keeping abreast of changes in demands and relative profitability of line of business activities so as to ensure corporate viability.

The Board's ability to provide for continuity boils down to its own ability to remain a VITAL FORCE, transcending the lives of members, management, and directors. The board has two primary tasks in this regard:

- i) to specify an ideal for the functions of the Board; and
- ii) to maintain a Board at this ideal level of performance by transferring knowledge, skills, and aptitudes to new Board members.

Broadly interpreted, the ideal for Board function and performance encompasses all aspects of the Board's job that enables it to perpetuate the enterprise. This again gives emphasis to the Board's role as a stabilizing force and keeps the organization tuned to its current and future environment. This does not mean that Board members or entire Board perpetuate their own continuance. It does require a critical, periodic appraisal of the Board performance outlining requirements for improvements.

Symbolic Function

The symbolic function of leadership – inescapable and difficult – maintains the power system through which an individual or organization can act. By the very nature of their position, directors are considered symbols of strength and leadership, and capable of motivating people towards achievement of goals. An important aspect of communication between Board and management and member is the extent to which symbolic behavior can be substituted for force in maintaining the power system. Persuasion takes place of coercion, even though the Board has the authority to take more drastic action. The Board can effectively change attitudes and expectations through the proper use of power symbols associated with its position.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

The symbolic function of the Board goes beyond the Corporation. It permeates the community, industry, and institutions with which the Co-Operative deals. Directors have a tradition and duty to uphold the corporation in all private and public contacts. A directorship is truly a position of honour, responsibility, and trust. It is a position reserved for leaders. Directors cannot escape the symbolic function associated with their position and must learn to perform it effectively.

2. Actual Functions of the Board of Directors

a) Establishing basic objectives and Board policies:

If the entire membership of the co-operative could be assembled, they would develop co-operative objectives and resolve fundamental issues. Because this is often impractical and impossible, Boards of Directors are elected by the membership to exercise their rights. Thus, the Board is responsible for developing broad objectives and policies.

Not All Policies are developed by the Board. Operative level policies, pertaining to day-to-day operations of the business, are developed by the Manager and his team. These policies are often approved or sanctioned by the Board. Many directors can be confused and cannot distinguish between approval and development. To avoid such confusion, managers and Boards should distinguish levels of policy. Directors of Co-Operatives cannot be expected to be well enough informed of the details of business operations to develop policies at this level. directors should develop and have knowledge of broad policies, objectives, and corporate goals of the Co-Operative.

b) Maintaining and enforcing corporate papers:

As a trustee, the Board is expected to maintain and enforce the articles and by-laws of the Co-Operative consistent with appropriate regulations and laws. The Board must be certain that policies are consistent with the articles and by-laws and that operations are consistent with these corporate papers.

The Board is in a strategic position to visualize changes to the economy and social fabric of the community. They are expected to interpret these changes to the membership. This allows the membership to adopt changes and amendments to the articles or by-laws whenever necessary to adjust the basic direction or purpose of the co-operative. Management, who perceives these changes, should also point out such needs to the Board of Directors, which then makes a decision or refers it to the general membership.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLESc) Electing Board officers (Executive Committee to provide leadership and organization):

One of the major tasks of any Board is to assure the continued existence of the business. The election of the Executive of the Board and selection of an executive is often the first step. Board officials should be in a position to provide the board with leadership by symbolizing the characteristics considered desirable for the management team. Board officers as well as other Board members must distinguish their responsibilities from those of management and avoid engaging in management areas of activity.

d) Approving appointment of key personnel:

The Board is responsible for the selection of the General Manager or Property Manager of the Corporation. In turn the Manager is responsible for selecting key personnel. (i.e. property supervisor, maintenance personnel).

However, the Board reserves the right to approve any and all appointments of key personnel. This approval provides the mechanism for Boards to avoid the appointment of persons who would not be compatible with the Board or whom the Board does not consider qualified.

e) Approving important financial matters:

Most Board decisions have a bearing on the financial position and continuity of the co-operative. Certainly, the Board is responsible for the financial structure of the Corporation. Short-sighted conservative financial decisions may restrict growth. On the other hand, a status seeking "big spender" Board may indulge in expansion which may threaten the life of the organization.

A balance must be struck. To be effective in financial decision making all Directors need to be acquainted with conventional accounting reports. They must understand the balance sheet and income statement, the concept of depreciation, and how to interpret the finds and cash flow statement. Directors should understand the financial situation of the co-operative at any given time.

f) Safe-guarding and approving changes in assets:

One of the greatest expectations of members and mortgage holders is that the Board will maintain and increase the value of the owners' (members') investment by prudent guidance of the Corporation. Directors are elected as trustees of the Corporation's assets and are responsible for their safeguarding.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLESg) Harmonizing diverse interests:

A co-operative corporation is a complex, living group of special interest, including members, Board, management, employees, and mortgage holders. The Board must promote harmony among these diverse interests.

h) Perpetuating a sound Board:

By providing for the perpetuation of a sound Board, directors help assure the continuation of the business organization. It should be clear that the responsibility of the directors is not necessary to perpetuate their own continuation on the Board, but to perpetuate a Board comprising capable directors.

We must consider the fact that our Advisory and sub-committees are acquainting a large number of their members with the workings of the Corporation and serve as a panel of knowledgeable people who can be effective as future directors.

Directors must be carefully selected and oriented. Members should be informed of directors' responsibilities, the type of directors needed if a director is to serve as an effective trustee. Too often, the election of directors is based on popularity or is used to bestow honor. It would be helpful if members had a comprehension of the type of decisions required of directors so they could select directors more effectively.

The Board is responsible for the orientation and education of new Board members. Proper education and adequate information will help new directors be more effective in a shorter period of time. The Board of Directors should determine that all new directors receive and understand the contents of a director's manual (binder).

i) Providing for sound planning:

Any successful business is founded both on qualified personnel and on the objectives, goals and policies established by the Board. A Board does not just pull out of the air some objectives and policies for the Corporation, nor does it necessarily adapt those of other like Corporations. These are individual matters which must be tailored to specific needs of the Corporation. While the Board should actively plan certain matters, the Board in fact should delegate much of the planning to professional management. The Board, however, is responsible for plans developed by management and must approve, reject, or modify them as required.

I believe the Board is accountable for planning objectives, goals and policies and should have the manor role in this development. The Board has final authority or responsibility for all plans and this responsibility cannot be delegated!

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BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

j) Co-ordinating short-term decisions with long-term goals:

In the continuum of time periods for planning for immediate to short range, intermediate and long range, the Board should be primarily concerned with long range planning rather than planning of current activities.

i. **Immediate Planning:** Sometimes called emergency planning or crisis planning it is not really planning at all. Planning as done by the Board and management should be thoughtful determination and systematic arrangement of all factors required to achieve goals and objective of the co-operative. It is getting ready to the work. Crisis planning by management is often merely a reaction of management to an unexpected situation. Many internal crisis could be prevented by proper development of policies and objectives, or through actual planning.

ii. **Short-range Planning:** Usual concerned with situations anticipated or expected during a one (1) year period, although the time element may be flexible. The short-range is the time period in which the co-operative can not make adjustments in operations.

iii. **Long-range Planning:** Concerns that planning period in which the co-operative is able to vary or adjust its operations in line with stated objectives and can add equipment, buildings, personnel, capital expenditures, etc., as needed. Long-range plans by be projections kept five to ten years in advance b annual reviews by the Board.

iv. **Interrelating of Plans:** All plans should be interrelated. First, there should be consistency in plans and programs to avoid conflict. What the co-operative does in the short-term should lead in the proper direction to achieve long-term objectives. Secondly, there is a link between one decision or plan and another. Planning cannot be viewed in isolation, apart from other activities. Plans must be considered from the standpoint of 1)cost; 2) effects if plans are not followed; 3) expected results of carrying out plans; and 4) what future plans are required as a result of achieving current plans.

k) Communicating with member-residents:

As a representative of the member's interest, the Board has a special responsibility to assure effective channels of two-way communication between the Board and the membership, and the management. A monthly newsletter and an annual meeting often need to be supplemented by other diverse means such as special letters, special general meetings, block meetings, etc.

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l) Board responsibility of adapting to change:

The environment in which the co-operative functions and the personality of the co-operative are constantly changing. The Board has an important role in either perpetuating or changing the personality or public image of the corporation. Increasingly, changes in government relations, as well as social changes are bringing about a need for clarification by the Board of Directors.

m) Social and public responsibilities:

The Board is limited in its authority by the membership, the law, and public opinion. A co-operative gets its ultimate sanction from its usefulness to society. While it gets its legal documents from government (Dept. of Co-Operative Development), its ultimate purpose must be compatible with standards set by society. Directors must be sensitive to the ever-changing standards of the public. The Board assumes a great deal of social responsibility and must consider the effect of its decisions on others in the community, both with and without the Co-Operative.

n) Business morals & ethics:

Responsibility of the Corporation to society is only part of the picture. The directors' integrity towards the Corporation and the membership is very important. Each director ought to promote a balance welfare of the Corporation rather than only serving partisan interests – including directors who might feel they represent a special group or geographic interest. When directors attempt to protect or favor their constituent, the result may be internal conflict detrimental to the co-operative's health.

The Board must give consideration to the demands of every member resident. Effective Boards develop a non-partisan point of view. Also, good faith and integrity must prevail within the Board!

o) Government relations:

Today, the influence of government at every level permeates practically every business organization. Government often sets restrictions on the organization. It is very important that directors encourage the co-operative's participation in groups such as a local federation of housing co-operatives. C.G.G., etc., thereby giving co-ops a strong voice to deal with various levels of government effectively.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

3. Distinguishing Board and Management Decision Areas

The Board is expected to serve as the nerve centre for which major decisions are transferred through management to the membership, committees, etc. Directors are not expected to give directions to management's staff. This is the role of management, who may feel the directors are meddling. A director has not executive (management) function in the business organization. Legally, a director has no power except at properly convened Board meetings. Failure to understand this concept is at the root of considerable internal Board-management friction.

Source of Authority:

The Board derives its authority from three basic sources:

- i) Members.
- ii) Directors' expertise or proficiency;
- iii) Laws.

Member's delegate certain functions and responsibilities to the Board because it is impractical for all members to give attention to or be well informed about every major situation. Provincial statutes recognize this limitation by providing Boards with rights and limitations.

Provincial statutes require Boards of Directors to perform with responsible and reasonable care within the powers conferred by the Charter and by-laws. In addition, these statutes impose specific duties and liabilities upon directors. Such statutes are restrictive as well as permissible, they prevent directors from performing certain act considered illegal.

Criteria for Separating Board and Executive Decision Areas

There is no fine line distinction between the management and the Board's authority for specific action. Presented below are ten criteria which may be helpful in distinguishing Board and management decision areas.

#1. Ultimate accountability to members is vested in the Board of Directors, who may subsequently grant certain authority to management and member committees, as permitted under the Charter, By-laws, and applicable laws. Management, in turn, is accountable to the Board and initiates action within the boundaries of authority granted by the Board. Members do not delegate authority to management directly, but to the Board, which itself delegates certain of its authority to management.

BOARD OF DIRECTORS FUNCTIONS AND PRINCIPLES

#2. The Board of Directors is primarily concerned with idea decisions, management is primarily concerned with action decisions.

#3. Decisions on overall objectives, policies and goals of the Corporation are the responsibility of the Board.

#4. Decisions related to attaining objectives and goals of the Corporation are the responsibility of the Board.

#5. Decisions involving long-range and consequential commitment of resources, which include facilities, finances or manpower are the responsibility of the Board.

#6. Decisions involving intermediate and short-range commitment of resources, and the organization and control of these resources are the responsibility of management.

#7. Decisions related to the assurance of maintaining capable management is the responsibility of the Board.

#8. Decisions specifying the ideal pattern and performance, or a model of Board Performance and behavior is the responsibility of the Board.

#9. Control over management and Board performance, decisions involving long-range planning, and substantial financial commitments and financial structure, objectives and policies, and public and member relations are the Board's responsibility. The Board should delegate member relations to a committee but must take ultimate responsibility of the success or failure of any program.

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#10. Control over operations, employees, decisions involving budgets, procurement, production, marketing (advertising) plans and employee relations programs are the responsibility of management. Management should share the responsibility of marketing with a Board Committee for advertising. Management should also consult with the Board's Finance Committee when involving itself in budgeting considerations.

Despite efforts to designate distinct decision areas, in many practical respects decisions require a team effort, a coalition so to speak, between the Board and the Manager. Some examples of shared decision areas are as follows:

- a) Relations with government, industry, and the general public.
- b) Insurance requirements (not source selection).
- c) Amount and source of working capital.
- d) Engaging professional services.
- e) Appraisal of co-operative's performance.
- f) Financial relationships with affiliates.
- g) Employee bonding.
- h) Changes in basic organizational structure.
- i) Authorizing facility construction, expansion, etc.

If the working relationship between Board and management is satisfactory and long run corporate performance is satisfactory and has met expectations of the members' needs, the working pattern must be considered adequate.

In the final analysis, three considerations must override all others:

- a) That the Board has defined its role and its legal obligations have been met.
- b) That the Board has been able to clearly and unequivocally evaluated the performance of management; and
- c) The Board must let management manage within the guidelines set by the Board.

The Board is ultimately responsible for their own success or failure as well as that of management. The Board has a very great responsibility which cannot and must not be taken lightly.

Respectfully submitted by

Wes Hosler
Chairman of the Board
President, Carpathia Housing Co-Op
10/08/79

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BOARD OF DIRECTORS

ELIGIBILITY FOR NOMINATION TO THE BOARD:

- a) All nominees must be members in good standing in all respect of the Village Canadien Co-Op Ltee.
- b) Not more than one (1) member per housing unit may be elected to, or sit on, the Board of Directors at any one time.

NOTE: Definition: "Member in Good Standing"

- a) Housing Charges are current.
- b) Member Share paid in full.

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BOARD OF DIRECTORS

CONFIDENTIALITY

- a) Each member resident of Village Canadien Co-Op Ltee., who is elected to the position of a Board Director, must sign an Oath of Office. (Copy attached)
- b) The signed Oath of Office will be in effect as long as the person signing the declaration is a member of the Board of the Co-Operative.
- c) Failure or a director to follow the terms of the oath of office will mean the immediate dismissal of the member from the Board.

BOARD OF DIRECTORS

BOARD MEETINGS:

- a) Board meetings are to be held on a predetermined weekday of each month or at the discretion of the Chairperson of the Board.
- b) Board meetings are not open.
- c) A member having business with the Board, and after following all established criteria, may request in writing, to the president of the Co-Operative, to attend a board meeting.
- d) The President will, after consultation with the Board, notify the member in writing as to the time and date at which the member may attend the meeting.
- e) It is understood that the member will attend the meeting for the time specified by the President.
- f) Non-member residents wishing to attend a meeting of the Board will direct their requests to the president.

GENERAL

MEMBER ACCESS TO BOARD MINUTES

With reference to Charter By-Law 2.07: Members may request in writing to the Corporate Secretary to view a specific portion of a board meeting minutes. The Corporate Secretary will carry out any necessary screening of sensitive information before providing the material to the member.

BOARD OF DIRECTORS

ABSENT DIRECTORS

- a) Any Director absent from three (3) consecutive meetings of the Board within a period of 170 days without just cause, is automatically deemed to have resigned from the Board.
- b) A Director who, with just cause, is unable to attend a scheduled Board meeting, will notify the President prior to the date of the meeting so that the Board member in question may be formally excused by the Board and that the absence can be noted in the Board minutes.

BOARD OF DIRECTORS

LEAVE OF ABSENCE

- a) A member of the Board may request a leave of absence from the Board and Board committee duties for no longer than sixty days.
- b) The reason for the L.O.A. will be for reasons of illness (the member or significant other(s)) for an unforeseen employment related circumstance, or personal reason.
- c) Request for a L.O.A. must be made in writing to the Chairperson of the Board and approved by a majority vote of the Board.

BOARD OF DIRECTORS

MASTER KEY POLICY

The Co-Op shall always have a Master Key Policy in place.

- a) Staff,
- b) A designated Board Member at each location, and
- c) On-call Person for emergency use only are provided with Master keys.

APPOINTMENTS OF DELEGATES

SELECTION OF FEDERATION DELEGATES

The delegates' appointment process to the Housing Co-Op Council of Manitoba (HCCM) and the Cooperative Housing Federation of Canada (CHF) shall be:

APPOINTMENTS

- a) That the Board of Directors appoint a **CHIEF DELEGATE** from amongst themselves, and
- b) That the Board of Directors circulate a "**DELEGATE WANTED**" memo to all members, inviting them to submit their applications for such a position, if not applications are received.
- c) That the Board of Directors appoint the remaining Delegates and alternates accordingly.
- d) Term to be from September to the following August of each year.

VILLAGE CANADIEN CO-OP LTEE

DELEGATE POSITION DESCRIPTION

FEDERATIONS/ASSOCIATIONS:

- a) Housing Co-Op Council of Manitoba (HCCM)
- b) Cooperative Housing Federation of Canada

APPOINTMENTS: By the Board of Directors of Village Canadien Co-Op Ltee.

QUALIFICATIONS: Must be a member of the Village Canadien Co-Op.

TERM: 1 year (September to August of each year).

GENERAL PURPOSE: To participate actively in the democratic functioning of the Federations. To provide liaison between Village & the Federations so as to ensure that Village participation & influence in policy development is effectual.

RESPONSIBILITIES:

- 1) To attend all general & special meetings of the Federations.
- 2) Raise issues of concern to the Federations where our goals and objectives as well as that of the Co-Op housing sector are affected.
- 3) Keep informed by reviewing the minutes and other correspondence of all the federations.
- 4) Develop and maintain links, both formal and informal with the Federation members.
- 5) The delegates will also serve on the Community Relations Committee – Cooperative Affairs Working Group.

LINES OF COMMUNICATION:

- 1) To the Board of Directors via written reports.
- 2) To the membership via the chairperson at each annual and general meeting.

Board of Directors Meeting
Procedures Re: Motions .

- 1) Any motions proposing a major change or one which would include major financial expenditures must be put forth by a Board Member and circulated no less than 5 days BEFORE the time the meeting is to be held.
- 2) If such motion(s) is/are not circulated as per notice in #1, these shall be considered as notice of motion for consideration at the next regular Board of Directors meeting.
- 3) That these include background information as to financial implications future Ordinary By-Law amendments or other operational aspect of the Co-Op.
- 4) Such submissions and/or request by Administration will be excluded from such requirements as all Administration requests require background information.

DIRECTOR'S EDUCATIONAL COURSE

- 1) Members of Village Co-Op elected to the Board are required to complete the Board of Director's Course, as provided by the Housing Co-op Council of Manitoba at the first available scheduled course after taking their seat on the Board.
- 2) Directors are encouraged to complete the Member Selection Course also provided by HCCM.
- 3) Directors are encouraged to take advantage of other courses offered by HCCM.

POSITION DESCRIPTION
DIRECTORS & OFFICERS OF VILLAGE CANADIEN CO-OP LTEE

<u>TITLE</u>	Director
<u>ACCOUNTABLE TO</u>	Members of Village Canadien Co-op Ltee.
<u>CORE FUNCTION</u>	To participate with the other directors in directing the affairs of the Corporation, guided by the Corporations Act, the Articles of Incorporation, the By-Laws, & policies so that it moves effectively toward achieving the objectives of the Corporation.
<u>RELATIONSHIPS</u>	<p>(1) <u>Members and client groups</u> – Leadership role, providing an example and interpreting views and needs of members and client groups.</p> <p>(2) <u>Directors</u> – Acts on a team with the other directors. Has authority as a director only in Board meetings & as delegated by the Board, for example, on committees.</p> <p>(3) <u>General Manager</u> – General Manager is a key resource & part of the overall management team in Board meetings. Between Board meetings relationship is same as for other members.</p> <p>(4) <u>Staff</u> – No special status beyond that of an informed member.</p>
<u>DUTIES AND RESPONSIBILITIES</u>	<p>To participate jointly with the other members of the Board of Directors in carrying out the following responsibilities the Board:</p> <p>(1) The establishment of overall objectives & Policies, for the direction of the Corporation.</p> <p>(2) Establish the organization of the Board, including appointment of committees, and clearly define the responsibilities and the authority assigned.</p> <p>(3) Determine the job description, establish the salary range, appoint the General Manager, set the salary,</p>

and appraise the performance.

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DUTIES AND
RESPONSIBILITIES con't

- (4) Approve the organization structure; policies and programs for the Corporation.
- (5) Approve major plans and programs and capital and operating budgets.
- (6) Analyze and appraise progress in achieving objectives and goals.
- (7) Authorize changes in the assets of the organization.
- (8) Recommend By-Law amendments.
- (9) Deal with applications for membership.
- (10) Establish and monitor controls & regulations for the protection of members & creditors.
- (11) Provide for effective communications, & member & public relations for the organization.
- (12) Provide policies and programs for the maintenance of a well informed, effective Board of Directors.
- (13) Provide for effective relations and coordination with other organizations serving the area.
- (14) Directors will be expected to support the Corporation to the best of their ability

POSITION DESCRIPTION
DIRECTORS & OFFICERS OF VILLAGE CANADIEN CO-OP LTEE.

POSITION
SOURCE OF
AUTHORITY

President

The President of Village Canadien Co-op Ltee. is elected by the Board of Directors of Village Canadien Co-op Ltee. from amongst its members at the first Board Meeting following each Annual General Meeting.

TERM OF OFFICE

1 year

As the senior officer of the Co-op, the President is responsible for providing leadership within the Co-op. The President is responsible for coordination of the operation of the co-op and to act as a liaison between the Board, the membership and the committees of the Co-op. the President will represent the Co-op to the general public and the housing co-op sector.

DUTIES AND
RESPONSIBILITIES

- (1) To call meetings of the Board and membership.
- (2) To prepare, in consultation with management, the agendas for Board and membership meetings.
- (3) To ensure directors and members receive adequate background information in order to properly prepare for meetings.
- (4) To ensure that the Board addresses all its areas of responsibilities.
- (5) To ensure that a written Annual Report detailing the Board's activities are presented to each Annual Meeting.
- (6) To ensure that the membership receive, on a regular basis, written reports of Board and Committee activities within the co-op.
- (7) To ensure that written reports from committees and management are received and reviewed at Board meetings.

DUTIES AND
RESPONSIBILITIES cont.

- (8) To ensure adequate orientation for new directors
- (9) To ensure a cooperative education program is available for directors, committees, staff, and membership.
- (10) To interpret and clarify by-laws, policies and decisions of the Board.
- (11) To ensure that effective communication exists among the Board, the staff, committees, and general membership.
- (12) To act as a signing officer of the Co-op.
- (13) To ensure an annual Board planning session occurs.
- (14) To ensure the Board carries out an annual performance review.

NOTE: The President is an ex-member of all committees of the cooperative

POSITION DESCRIPTION
DIRECTORS & OFFICERS OF THE VILLAGE CANADIEN CO-OP LTEE.

POSITION

Vice-President

SOURCE OF AUTHORITY

The Vice-President of the Village Canadien Co-op is elected by the Board of Directors of Village Canadien Co-op Ltee from amongst its members at the first Board Meeting following each Annual General Meeting.

TERM OF OFFICE

1 year

The President and Vice-President work as a team to ensure that the role of the President is fulfilled. The essential function of a Vice-President is to assist the President by sharing the responsibilities. Ideally, the President and Vice-President will meet periodically to decide how duties will be shared and to review the effectiveness of the partnership.

DUTIES AND RESPONSIBILITIES

- (1) Assist the President of the co-op to fulfill the role of President as may be decided between the President and the Vice President from time to time.
- (2) Carry out specific duties as may be assigned by the President and/or the Board from time to time.
- (3) The Vice-President will, in the absence of the President, carry on all the duties and responsibilities of the President.
- (4) To chair the Executive Committee of the Board of Village Canadien Co-op Ltee.
- (5) To ensure the mandate of the Executive Committee of the Board of Village Canadien Co-op Ltee is being fulfilled.

POSITION DESCRIPTION
DIRECTORS & OFFICERS OF THE VILLAGE CANADIEN CO-OP LTEE.

<u>POSITION</u>	Corporate Secretary
<u>SOURCE OF AUTHORITY</u> Ltee.	The Corporate Secretary of Village Canadien Co-Op is elected by the Board of Directors of Village Canadien Co-Op Ltee from amongst its members at the first Board Meeting following each Annual General Meeting.
<u>TERM OF OFFICE</u>	1 year
<u>DUTIES AND RESPONSIBILITIES</u>	<ol style="list-style-type: none"> (1) To ensure proper notice of Board and Members meetings are issued in accordance with the by-laws of the Co-Op. (2) To ensure that a quorum of members is present before any decisions are taken at a members' meeting. (3) To ensure that members in attendance at members' meetings are registered and that only members make motions and vote. (4) To ensure that a quorum of Directors is present before any decisions are taken at a meeting of the Directors. (5) To ensure that all legal documents are filed on behalf of the Co-op. (6) To ensure that the Corporate Seal is kept in a secure place. (7) To ensure the Board of Directors approves the authorization to use the Corporate Seal.

DUTIES AND
RESPONSIBILITIES Cont.

- (8) To ensure the Board of Directors is kept and that such a Master Minute Book contains copies of all required corporate records including:
- Articles of Incorporation.
 - Charter by-laws, including any articles of amendment.
 - Ordinary By-Laws of the Co-Op.
 - A register of members.
 - A register of directors.
 - The minutes of all proceedings at meetings of the members
Directors and Executive Committee.
 - All copies of committee meetings.
- (9) To ensure that the master By-Laws Manual is kept up to date.
- (10) To ensure that job descriptions for the Directors, officers and Committees of the Co-Op have been developed and approved by the Board and are updated as required.
- (11) To ensure that each director has a current Board Handbook
- (12) To ensure that the Co-Op is operating in accordance with the Provincial Act, and its Charter By-Laws, and Ordinary By-Laws information.
- (13) To ensure members have access to Charter By-Laws, and Ordinary By-Laws information.
- (14) To ensure committee appointments are confirmed and committee resignations are accepted by the Board.

- (15) To ensure all official correspondence is handled as decided by the Board.

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DUTIES AND
RESPONSIBILITIES

- Cont. (16) To ensure that the date on which each Ordinary By-Law approved by the Board and/or Members are recorded at the end of each Ordinary By-Law.
- (17) To ensure that an annual financial statement and auditors' report are passed and signed by the Board of Directors and then mailed/delivered to each member of the cooperative at least fourteen (14) days prior to the Annual General Meeting.
- (18) Is a signing officer of the Co-Op.
- (19) To chair the Ordinary By-Laws Committee of the Board of Village Canadien Co-Op Ltee.
- (20) To ensure the mandate of the Ordinary By-Laws Committee of the Board of Village Canadien Co-Op Ltee. is fulfilled.

POSITION DESCRIPTION
DIRECTORS & OFFICERS OF THE VILLAGE CANADIEN CO-OP LTEE.

<u>POSITION</u>	Treasurer
<u>SOURCE OF AUTHORITY</u>	The Treasurer of the Village Canadien Co-op is elected by the Board of Directors of Village Canadien Co-op Ltee. from amongst its members at the first Board Meeting following each Annual General Meeting.
<u>TERM OF OFFICE</u>	1 year
	<p>The Treasurer is responsible for overseeing the financial management of the Co-Op, providing financial information to the Board of Directors and membership, advising the Board on financial matters, and ensuring proper communication between the Board and management and the Finance Committee.</p>
<u>DUTIES AND RESPONSIBILITIES</u>	<ol style="list-style-type: none"> (1) To chair the Finance Committee of the Board of Village Canadien Co-Op Ltee. (2) To present the Annual Budget to the members for informational purposes. (3) To interpret monthly financial statements to the Board. (4) To present the audited financial statement to the Board and Annual General Meeting for approval. (5) To present the Board's recommendation concerning the appointment of an auditor to the Annual Meeting of the membership. (6) To ensure appropriate background information and advice is provided to the Board prior to the Board making financial decisions.

- (7) To ensure the mandate of the Finance Committee of the Board is being carried out.
- (8) Is a signing officer of the Co-Op

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DUTIES AND
RESPONSIBILITIES
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- (9) To ensure the required reserves are being funded.
- (10) To conjunction with management:
 - Ensure bookkeeping is up to date;
 - Review month-end reconciliations;
 - Review month-end cash flow report;
 - Review month-end arrears report;
 - Review month-end receivables and payables reconciliation;
 - Review subsidy account
 - Review month-end members' deposits reconciliation.

CONFLICT OF INTEREST

- 1) In this By-Law
 - a) "controlling interest" means the interest that a person has in any corporation when he/she beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10 percent of the voting rights attached to all equity shares of the corporation for the time being outstanding;
 - b) "child" means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family;
 - c) "meeting" includes any regular, special, committee or other meetings of the Board, as the case may be;
 - d) "member" means a member of the organization;
 - e) "parent" means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;
 - f) "senior officer" means the chairperson or any vice- of the board of directors, the president, the vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office or any combination thereof;
 - g) "spouse" means either of a man or woman who:
 - i) are married to each other, or
 - ii) are married to each other by a marriage that is voidable and that has not been voided by a judgment or nullity, or
 - iii) have gone through a form of marriage with each other, in good faith that is void and are cohabiting or have cohabited within the preceding year, or
 - iv) not being married to each other, have
 - a) cohabited continuously for a period of not less than one year, or
 - b) entered into a relationship of some permanence where there is a child born of whom they are the natural parents, and have so cohabited within the preceding year.

- 2) For the purpose of this policy, a member has had an indirect pecuniary (monetary) interest in any matter in which the organization is concerned, if:
 - a) he or she,
 - i) is a shareholder in, or director of or senior officer of, a corporation that offers its securities to the public, or
 - ii) has a controlling interest in, or is a director or senior officer of, a corporation that offers its securities to the public, or
 - iii) is a member of a body that has a pecuniary interest in the matter; or
 - b) he or she is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter.
- 3) For the purposes of this policy, the pecuniary interest, direct or indirect, of a parent or the spouse or any child of the member shall, if known to the member, be deemed to be also the pecuniary interest of the member.
- 4) a) Where a member, either on his own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the organization at which the matter is a subject of consideration, he or she:
 - i) shall, prior to any consideration of the matter at the meeting disclose his/her interest and the general nature thereof;
 - ii) shall not take part in the discussion of, or vote on, any question in respect of the matter; and
- b) Where the meeting referred to in subsection (a) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration.
- c) Where the interest of a member has not been disclosed as required by subsection (a) by reason of his/her absence from the meeting referred to therein, the member shall disclose his/her interest and otherwise comply with

subsection (a) at the first meeting of the organization attended by him/her after the meeting referred to in subsection (a).

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- d) Where the interest of a member has not been disclosed as required by subsection (a), and the member continues to be involved while the matter is under consideration, any person present who is aware of the undisclosed interest shall forthwith state same and cause it to be recorded in the minutes of the meeting. The remaining subsections of (a) shall then apply.
- 5)
 - a) Every declaration of interest and the general nature thereof made under subsection (4) shall, where the meeting is open to the public, be recorded in the minutes of the meeting by the recording secretary or assigned clerk of the organization, as the case may be.
 - b) Every declaration of interest and the general nature thereof made under subsection (4) shall, where the meeting is not open to the public, be recorded in the minutes of the meeting by the recording secretary or assigned clerk of the organization, as the case may be.
 - c) When deemed necessary, declarations of interest recorded in subsection (b) shall be recorded in the minutes of the next meeting that is open to the public.
- 6) Any dispute that may arise between a director(s) and the organization as regards to the interpretation of these guidelines, or as to the decision itself by the Board of Directors on a given matter, may be filed with the Appeals Committee of the Board of Directors.

001:07:14

ANNUAL BOARD AUDIT & GOAL PLANNING

- a) Review and evaluate the past years performance of the Goal Planning/Action Plan at least 60 days prior to the Annual General Meeting and,
- b) Update and/or amend and/or repeal in whole or in part the Goal Planning/Action plan at least 60 days following the Annual General Meeting.

001:07:15

RULES GOVERNING MEETINGS

All members of the Co-Op shall be governed by Roberts Rules of Order.

001:08:01

BOARD COMMITTEES

ELECTION OF THE EXECUTIVE COUNCIL:

- a) The Executive Committee will be composed of the following officers:
 - President
 - Vice-President
 - Treasurer
 - Corporate Secretary
- b) The election of the Executive Committee shall take place at the next regularly scheduled Board meeting following each annual meeting of the Co-Operative.
- c) The election will take place by open nomination and open voting.
- d) Ballots will be used in case of a tie vote.
- e) Should an executive position come vacant, the position will be filled at the next regularly scheduled meeting of the Board.
- f) The executive of the Board is elected by the Board from amongst its members.

BOARD COMMITTEES

<u>COMMITTEE</u>	EXECUTIVE/MANAGEMENT PERSONNEL COMMITTEE
<u>TYPE:</u>	Board Committee
<u>ACCOUNTABILITY:</u>	The Executive committee is accountable to the membership of Village Canadien Co-op Ltee. through the Board following guidelines as set forth in the Carter By-Laws.
<u>COMPOSITION:</u>	President Vice-President (Chairperson of the Executive) Treasurer Corporate Secretary (Recording Secretary of the Executive)
<u>LINE OF COMMUNICATION:</u>	THE Executive Committee will communicate in the following manner: To the membership – via the Vice-President at all general and special meetings of the co-operative. To the executive Committee – via meetings of the committee and via minutes of all Executive Committee meetings. To the Board – via the Vice-President and via minutes of all Executive Committee minutes. To Management – Via the Vice-President and via minutes of all executive committee meetings.
<u>FUNCTION</u>	Decision making body Policy review body Planning (short and long-term) body
<u>SPECIFIC TASKS:</u>	<u>EXECUTIVE COMMITTEE</u> 1. The Executive will deal with any emergency that, in the view of any member of the committee, requires immediate attention, and when it is either impossible or impractical to call together the entire Board. 2. The decisions taken by the Executive Committee, on behalf of the Board will be ratified by the Board at the next regular Board meeting.

SPECIFIC TASKS:

EXECUTIVE COMMITTEE Cont.

3. The executive Committee will provide to the Board and management complete minutes of each Executive Committee meeting.
4. The Executive will engage in short and long-term planning in association with the full Board and management.
5. The Executive Committee will, at least yearly, after each annual meeting, review and make appropriate recommendations to the Board via the Ordinary By-Laws Committee.
6. The Executive Committee will, at least yearly, after each annual meeting, review the committee structure and make appropriate recommendations to the board.

FUNCTION:

MANAGEMENT/PERSONNEL

To develop, revise as necessary, and administer the Personnel policies of Village Canadien Co-Op Ltee on behalf of the membership and the Board.

SPECIFIC TASKS:
for

- 1) To develop and revise as necessary personnel policies for consideration by the Board.
- 2) To advise the Board in respect to personnel procedures.
- 3) The Management Personnel Committee will evaluate the job performance, in writing, of the Manager Yearly and make appropriate recommendations to the Board through the Treasurer prior to the budget preparations.
- 4) The Management Personnel Committee will assure that the Manager, at least yearly, completes a written performance evaluation of each employee of the cooperative.

- 5) Review employee grievances, as required. The Management Personnel Committee will, when required, recruit, interview and recommend the hiring of a Manager to the Board.

BOARD LIASON: President

001:08:03

BOARD COMMITTEES

COMMITTEE: FINANCE COMMITTEE

TYPE: Board Committee

ACCOUNTABILITY: The Finance Committee is accountable to the membership of the Village Canadien Co-Op Ltee through the Board of Directors.

COMPOSITION: TREASURER (Chairperson) elected by the Board from amongst

its elected members at the first meeting of the Board following each Annual meeting.

VICE-TREASURER – appointed by the President in consultation with the Treasurer from amongst the elected members of the Board, no later than by the second regular meeting of the Board following each Annual Meeting.

TWO (2) ADDITIONAL BOARD MEMBERS – appointed by the President from amongst the elected members of the Board. To be appointed no later than the second regular meeting of the Board following each Annual meeting.

TWO (2) MEMBERS-AT-LARGE – appointed by the President in consultation with the Treasurer from amongst the general membership by no later than the second regular Board meeting following the Annual meeting.

LINE OF COMMUNICATION: The Finance Committee will communicate in the following manner:

To the membership – via the Treasurer at all Annual and special meetings of the membership.

FUNCTION: Maintain the budgetary control of the Co-operative

SPECIFIC TASKS: Chair as

1. The Finance Committee will meet at the call of the required.
2. The Financial Committee will, in cooperation with Management, prepare the annual budget for presentation to the Board and the membership following Board approval.
3. The Finance Committee will, at each meeting, review the financial picture of the co-operative.
4. The Finance Committee will, in consultation with Management, review the budget when, in view of either the Finance Committee or management, it is necessary to do so.
5. The Finance Committee, in co-operation with Management, will from time to time review the investments of the co-operative and make appropriate recommendations to the Board for approval.

BOARD LIASON: Treasurer

001:08:04

BOARD COMMITTEES

COMMITTEE: INTERNAL/EXTERNAL COMMITTEE

TYPE: Board Committee

ACCOUNTAVILITY: The Internal/External Committee is accountable to the Membership of Village Canadien Co-Op Ltee through the Board.

COMPOSITION: THREE (3) BOARD MEMBERS – appointed by the President no later than by the second meeting of the Board following each Annual Meeting. One of the appointees is to be the Corporate Secretary. The Committee will choose its own Chairperson.

LINE OF COMMUNICATION: The Internal/External Committee will communicate in the following manner:
To the Membership – via the Corporate Secretary at every

Annual and Special Meeting of the Membership To the Internal/External Committee – via meetings of the committee and via minutes of each committee meeting
To the Board – via the Corporate Secretary and via minutes of each committee meeting
To the Advisory Council – via the Corporate Secretary through the Chairperson of the Advisory Council
To Management – via the Corporate Secretary and via minutes of all committee meetings

FUNCTION:
individuals

INTERNAL: To deal with problems arising between
within the Cooperative.

EXTERNAL: To, in cooperation with management, deal with all external agencies which have cause to affect the business of the Cooperative.

SPECIFIC TASKS:

INTERNAL

1. To ensure that the rules and regulations of Village Canadien Co-Op Ltee are upheld.
2. To deal with all written complaints from the membership.

SPECIFIC TASKS:
Con't

3. To communicate with all complainants.
4. To communicate with all persons alleged to be in violation of the rules and regulations of the cooperative.
5. To meet with all members involved in written complaints.
6. To attempt to solve all problems which come to the committee in written form through a process of mediation.
7. To receive from management a verbal report of any and all pertinent information on the members' file that has in any way to do with the conflict in question.
8. To make appropriate recommendations to the Board, as necessary, regarding any action which the committee feels necessary in resolving a conflict or dispute.

EXTERNAL

1. To attend, in association with management, all external meetings which concern the well-being of the cooperative.
2. To report on all such meetings to the Board via the Chairperson of the committee.

BOARD LIASON:

Corporate Secretary

BOARD COMMITTEES

<u>COMMITTEE:</u>	ORDINARY BY-LAWS COMMITTEE
<u>TYPE:</u>	Board Committee
<u>ACCOUNTABILITY:</u>	The Ordinary By-Laws Committee is accountable to the membership of Village Canadien Co-op Ltee through the Board.
<u>COMPOSITION:</u>	CORPORATE SECRETARY (Chairperson) TWO (2) BOARD MEMBERS – appointed by the President from amongst the elected members of the Board by at least the second meeting of the Board following each Annual meeting.
<u>LINE OF COMMUNICATION:</u>	The Ordinary By-Laws Committee will communicate in the following manner: To the membership – via the Chairperson at each annual and special meetings of the cooperative. To the Ordinary By-Laws Committee – via meetings of the committee and via minutes of all committee meetings. To the Board – via the Chairperson and via minutes of all meetings of the Committee. To Management – via the Chairman and via minutes of all meetings of the Committee.
<u>FUNCTION:</u>	To recommend the adoption of Ordinary By-Laws for the co-operative.
<u>SPECIFIC TASKS:</u>	<ol style="list-style-type: none"> 1. To maintain the Ordinary By-Laws manual complete and current. 2. To accept, through the Chairperson of the Advisory Council all requests regarding the setting of, or revisions to, the Ordinary By-Laws. 3. To accept from all membership all requests for the setting of or revisions to the Ordinary By-Laws. 4. To accept from the Board all requests for the setting of or revisions to the Ordinary By-Laws

SPECIFIC TASKS:
Con't

5. To accept from management all requests for the setting of or revisions to the Ordinary By-Laws.
6. After assuring that the following criteria can be met, recommend to the new membership through the Board, all new and or revised Ordinary By-Laws for the co-operative.

Criteria:

- Is it Legal?
- Does it contravene with the Charter By-Laws?
- Does it contravene the Co-op Act?
- Is it in the best interest of the membership?

7. Make all approved changes to Ordinary By-Laws manual and Members Handbook.
- *** All requests for additions to or revisions of the Ordinary By-Laws are to be presented to the Committee in written form.

BOARD LIASON: Corporate Secretary

BOARD COMMITTEES

<u>COMMITTEE:</u>	MEMBER SELECTION COMMITTEE
<u>TYPE:</u>	Board Committee
<u>ACCOUNTABILITY:</u>	The Member Selection Committee is accountable to the membership of Village Canadien Co-op Ltee through the Board.
<u>COMPOSITION:</u>	<p>CHAIRPERSON – appointed by the President from amongst the elected members of the Board and by at least the second meeting of the Board following the Annual Meeting.</p> <p>FOUR (4) ADDITIONAL MEMBERS – 2 appointed by the President from amongst the elected members of the Board by at least the second meeting of the Board following the Annual Meeting. – 2 Members at large.</p> <p>Each interview will be conducted by one Board Member and a Member at large.</p>
<u>LINE OF COMMUNICATION:</u>	<p>The Member Selection Committee communicates in the following manner:</p> <ul style="list-style-type: none"> To the Membership – via the Chairperson at each Annual and Special meeting of the membership. To the Member Selection Committee – via meetings and via minutes of all committee meetings. To the Board – via the Chairperson and via minutes of all Member Selection Committee meetings. To the Advisory Council – via the Chairperson through the Chairperson of the Advisory Council. To Management – via the Chair person and via minutes of all committee meetings.
<u>FUNCTION:</u>	Selection and recommendation (within the guidelines set forth in the Member Selection Policy of:

- a) all new applicants requesting both housing accommodation and membership in Village Canadien Co-op Ltee, and
- b) all present members requesting internal transfers or changes.

001:08:06
Page 2

SPECIFIC TASKS:

- 1. To interview all new applicants requesting housing accommodations in Village Canadien Co-op Ltee;
- 2. To interview present members requesting an internal transfer or change;
- 3. Evaluate, review, and recommend to the Board the decisions of the Member Selection Committee regarding new applicant requests or present member requests for transfer or change;
- 4. In cooperation with Management, maintain an accurate and up-to-date internal/external waiting list;
- 5. Review annually the policies and procedures of the Member Selection Committee

BOARD LIAISON: Chairperson

Bylaw Amendment – April 27, 2009 (Annual General Meeting)

001:08:06:01

TRANSFERS FROM OTHER HOUSING COP-OPS

- 1.) Cooperators moving to V.C.C.L. from other housing co-ops who meet the criteria set forth in the Member Selection Policies will be placed on the internal waiting list based on date of acceptance and take priority over those on the external waiting list.

Bylaw Amendment – April 27, 2009 (Annual General Meeting)

001:08:06:02

CRITERIA FOR INTERNAL TRANSFERS

- a.) Members requesting a transfer must have been an active member for at least one year.
- b.) Member's accounts receivable must be current and not in arrears.
- c.) Transfer requests shall be placed on waiting list in priority over non-member applicants.
- d.) Conditional upon an acceptable unit inspection. Members must have their old unit, both inside and out, at an acceptable level on cleanliness and repair throughout their residency.
- e.) A non-refundable transfer fee is due and payable within 48 hours of notice that an acceptable unit becomes available.
- f.) Ordinary charges, such as carpet cleaning or repairs outside of normal wear and tear, will be applied to the transferring members account and are payable immediately when the bills come in.

001:09

PERSONNEL POLICY

The Co-op shall always have a PERSONNEL POLICY in place.

SECTION 002
MEMBERS COMMITTEES

SECTION 002 INDEX

002:01	Child Care Policy
002:04	Use of Board Committee Room
002:05	Communication
002:06	Membership Forms

By Law Amendment April 27, 2009 (Annual General Meeting)

002:01-002:03:08

SECTION DELETED – Advisory Council no longer in existence

002:04

USE OF BOARD/COMMITTEE ROOM:

There shall be a policy to deal with the use of these facilities.

002:05

COMMUNICATION

Whereas the members of Village Canadien Housing Co-op have individually, or share, a diverse number of religious, political, personal affiliations, views, and beliefs

Be it resolved that all communications (e.g., newsletter) and actions between Management/Board of Directors/committees/individual members of the Co-op and the Co-op's membership shall not express intolerances towards these individual views, beliefs, and affiliations.

002:06

MEMBERSHIP FORMS FOR MEMBERS USE

All applicable forms are available at the Office.

SECTION 003
MEMBERS RESPONSIBILITIES
GENERAL

SECTION 003 INDEX

MEMBERS RESPONSIBILITIES – GENERAL

- 003:01 DOORS AND WINDOWS – EXTERIOR
 - 003:01:01 Doors & Windows
 - 003:01:02 Walls, Mailboxes, House Numbers
 - 003:01:03 Clotheslines
- 003:02 INTERIOR DECORATING (SEE: COOPERATIVE MAINTENANCE 005:02)
- 003:03 Visitors
- 003:04
 - 003:04:01 Common Area/Private Yard/Townhomes
 - 003:04:02 Common Area (Meadowood Apartment)
- 003:05 Designated Play Areas – Restrictions
- 003:06 Signage/Advertisements
- 003:07 Garbage Disposal
 - 003:07:01 GARBAGE DISPOSAL – RIVER RD.
 - 003:07:02 GARBAGE DISPOSAL – MEADOWOOD
- 003:08 Noise
- 003:09 Entrance and Walkways
- 003:10 Storage and Disposal of Hazardous Materials
- 003:11 Yard and Basement Sales
- 003:12 Children
- 003:13 Vandalism
- 003:15 Use of Recreation Halls – Members
- 003:17 Residential use for Business Purposes
- 003:18 Appliances
- 003:19 Balconies – Meadowood Apartment
- 003:20
- 003:21 Smoke Alarms
- 003:23 Negligence, Abuse & Misuse of units
- 003:24 Acknowledging Correspondence
- 003:25 Members Appeal Process
 - 003:25:01 Time Limit on Appeals

DOORS AND WINDOWSDOORS: MEADOWOOD RESIDENTS

1. The combination or aluminum doors shall not be replaced or altered by the resident member.
2. Incoming members' door lock will be re-keyed upon occupancy.
3. Additional locks or bolts may be placed upon doors only after consent has been obtained from the Co-op. Members are required to purchase the lock from the Co-op approved locksmith. A set of duplicate keys shall be properly labeled and submitted to the Co-op office for use only in the case of emergency, or after giving 24 hours' notice of intent to enter. The said keys should be keyed to the Co-op "Master Key" system.
4. Upon vacating the unit, members are not to provide deadbolt keys to new residents.
5. Members are asked to refrain from putting stick on hooks, decals, etc., on interior doors as these cause the finish to come off when removed.

AMENDED MOTION at General Members' Meeting – November 18, 2009DOORS: RIVER/ST. MARY'S RESIDENTS

1. Storm/Screen doors may be installed by members subject to the following terms and conditions:
 - a. That they be installed at the members' cost.
 - b. That they be made of aluminum and are Brown or White in colour.
 - c. Repairs and maintenance of the door shall be the responsibility of the member.
 - d. Upon vacating the unit, the outgoing member has the option to remove the door or leave the door for the incoming member. Should the outgoing member remove the door, any related repairs will be arranged and carried out by management at the outgoing member's expense.

- i. Should the outgoing member choose to sell the door to the incoming member, the Co-op will under no circumstances transact the sale of said door.

003:01:01
Page 2

DOORS AND WINDOWS Cont'd

Windows

1. Only window boxes are allowed to be placed or hung on the outside of windows. Exteriors must be restored when removed.
2. Awnings are only allowed, if they are the pre-approved style. (Information available in Office.)
3. Basement window wells should be cleaned of all debris at least once a year to avoid blockage of weeping tiles.

CONDENSATION

The Co-op is not responsible for interior condensation damage if negligence on the part of the member is evident.

003:01:02

EXTERIOR WALLS, MAILBOXES, HOUSE NUMBERS

1. Spikes, hooks, screws or nails shall not be put into the exterior walls or woodwork of the buildings.
2. The resident shall not replace, mutilate, or alter the mailboxes and house numbers whatsoever.
3. Winter Insulation: Installation of an enclosure over the rear entrance patio windows/patio block railing is allowed. Enclosure should be constructed of wood studs, no larger than 2 x 4, with plastic sheeting covering the studs. Sheets of plywood are not acceptable as it does not conform to the aesthetic appearance and is also detrimental to an easy escape route should a fire start. These enclosures should be constructed and installed just prior to the onset of cold weather and disassembled in the spring. No enclosures to remain during the summer months.

003:01:03

EXTERIOR CLOTHES LINES

No permanent clothes lines, umbrella clothes lines or any similar device is to be erected by any resident member in their yards.

003:02

INTERIOR DECORATING: (SEE: COOPERATIVES MAINTENANCE 005:02)

003:03

MEMBERS' RESPONSIBILITIES: VISITORS

1. Members shall insist that their visitors not disturb or interfere in any way with other members or those having business with other members.
2. Members will at all times be responsible for their visitors and ensure that the By-Laws of the Co-operative are at no time breached by them.
3. Any visitor residing with a member for more than one (1) month must be registered with the office. Members receiving assistance from the Subsidy Pool may have their assistance reviewed in such cases. Failure to report such "long-term visitors" may result in termination of assistance.

MEMBER'S RESPONSIBILITIES:

COMMON AREAS/PRIVATE YARDS/FRONT YARD – TOWNHOMES

DEFINITIONS:

1. Common Areas: is defined as all areas of the cooperative except for the Private Yards”.
2. Private Yards: is defined as the “front & back yard”.

1. COMMON AREA AND/OR FRONT YARD

The member shall not place, permit to be placed, or leave in or upon the common area or the front yard any goods, articles, debris, or refuse of any type.

2. PRIVATE YARDS

Each member shall have exclusive use of their private yards subject to the following conditions:

- a) Members shall have full responsibility to ensure that his/her PRIVATE YARDS are in a good state of repairs at all times by mowing the grass, controlling weeds, keeping trim borders, and keeping the area clear of refuse and debris.
- b) Failure to keep the Private Yards in good state of repairs at all times by the resident member either through neglect, or the violation of Provincial or Municipal acts, By-Laws or regulations shall be just cause to have the said Private Yards repaired by the Co-op at the resident member’s expense upon due and proper notice given.
- c) Any modifications to private yards will be subject to restoration at the outgoing members’ costs if the said modifications are not acceptable to the incoming member, within reason. Acceptance meaning acknowledging responsibility.
- d) Members are asked to use common courtesy when enjoying the yard so that they do not infringe on their neighbour’s rights to a peaceful residency.

03:04:02

MEMBER'S RESPONSIBILITIES: COMMON AREAS – MEADOWOOD APARTMENTS:

DEFINITION:

Common area is defined as all other interior & exterior areas that are not contained in the member's suites.

There will be NO SMOKING in the lobby, hallways, elevator, or laundry areas of apartment block.

003:05

MEMBER'S RESPONSIBILITIES: DESIGNATED PLAY AREAS – RESTRICTIONS

1. There is no baseball allowed on Co-op Property. However, games organized between siblings and/or parents will be allowed as long as the activity does not cause damage and does not foster trespassing upon individual yards.
2. There will be no forms of Hockey played on Co-op property other than on the designated rink area between 700 – 730 River Road.
3. The playgrounds close at 10:00 P.M.

003:06

MEMBER'S RESPONSIBILITIES: SIGNAGE/ADVERTISEMENTS

No sign, advertisement, or notice shall be inscribed, painted, or affixed on any part of the interior or exterior of the buildings nor on the grounds of the unit. Exceptions would be made for Block Parent sign, recognized holidays (e.g. Christmas, Easter, Halloween) and in election years, window posters can be displayed.

003:07:01

MEMBERS RESPONSIBILITIES: GARBAGE DISPOSAL – GENERAL

- a) Members shall secure all garbage bags & regularly remove from units to the closest bins or receptacle provided by the Co-op.

- b) Bulky items such as furniture are not to be left for the Co-op to dispose of. This is the members' responsibility to remove from the Co-op property.

003:07:02

MEMBERS RESPONSIBILITIES: GARBAGE DISPOSAL – GENERAL

1. MEADOWOOD APARTMENTS

- a) Members shall secure all garbage in plastic bags, tied securely and disposed of by the use of the garbage chute located on each floor.
- b) Bulky items such as furniture are not to be left for the Co-op to dispose of. This is the members' responsibility to remove from Co-op property.

NOTE: There is a special Pet By-Law regarding the disposal of pet litter (see section 008:01:05)

2. MEADOWOOD TOWNHOMES

- a) Members shall secure all garbage in garbage bags and regularly remove from units to the closes bin to your unit. If the bin is full, you then proceed to the next bin.
- b) Bulky items such as furniture are not to be left for the Co-op to dispose of. This is the members' responsibility to remove from the Co-op property.

003:08

MEMBER'S RESPONSIBILITIES:

NOISE/GENERAL

- 1. Members, their families, guests, or visitors shall not permit any excessive noise on the premises.

2. Member residents who are entertaining shall be mindful of their neighbors' right to quiet and privacy, particularly after 11 p.m.
3. At all times noise levels must be kept within those set by City of Winnipeg Noise By-Laws 24-80-79.

MEADOWOOD APARTMENT – SPECIFIC

Members, their families, guests or visitors shall not run or play in the common areas of the apartment building nor shall they conduct themselves in such a way as to deny any other member the right for quiet and peaceable enjoyment of their own suite.

003:09

MEMBERS RESPONSIBILITIES:

ENTRANCE AND WALKWAYS

1. The member's private outside entrance, steps and sidewalk shall at all times be kept free of snow and ice at the member's own effort or expense.
2. Sidewalks (private and common), entries, driveways and passageways used in common by the members shall not be obstructed in any way by the members, their families, visitors, or guests.

The Co-op as a whole is not responsible for any injury or damage caused by any member who fails to adhere to the above By-Law. Members are encouraged to purchase liability insurance.

MEMBERS RESPONSIBILITIES:STORAGE & DISPOSAL OF HAZARDOUS MATERIAL

1. Combustible or offensive goods MAY NOT be stored upon the premises with the following exceptions:
 - a) TURPENTINE and paint thinners must be stored, tightly sealed in original containers, away from any source of heat or open flame.
 - b) PAINT must be stored in securely sealed containers, away from any source of heat or open flame.
 - c) BARBECUE LIGHTER FLUID must be stored in accordance with safety regulations posted on container and away from any source of heat or open flame.
 - d) PROPANE TANKS must be stored outside the unit.
2. Combustible or hazardous waste must not be disposed of into the sewer or drainage system. All combustible material must be disposed of in the following manner:
 - a) Tightly sealed in an appropriate container.
 - b) Must be disposed of in a manner consistent with the City of Winnipeg By-Law covering the Disposal of Hazardous Material.
3. No member shall do or permit anything to be done in their unit or bring or keep therein anything which will increase the risk of fire or increase the rate of fire insurance on any building with the Co-op.

MEMBERS' RESPONSIBILITIES:YARD AND BASEMENT SALES

Members wishing to have Yard sales or Basement sales must confine same to their own private area, or unit, unless such sales are for the benefit of the whole co-operative and sanctioned by the Board.

003:12

MEMBERS RESPONSIBILITIES:

CHILDREN

1. It is the responsibility of parents to exercise control over the activities of their children with respect to the safety of others and to the rights of neighbours to quiet privacy.
2. Children are not allowed in any play areas or on play structures after 10:00 p.m. in order to ensure neighbours quiet privacy. IT IS THE RESPONSIBILITY OF PARENTS to see that their children observe this curfew.
3. The safety of any child is the responsibility of the parents. Village Canadien Co-op Ltee is not to be held responsible for any injury occurring on any play structure or in any play area.

003:13

MEMBERS' RESPONSIBILITIES:

VANDALISM

1. Members will be held responsible for any damages caused by any member of their household or their visitors.

003:15

MEMBERS RESPONSIBILITIES:

USE OF RECREATION HALLS – MEMBERS

Resident members may use the Village Canadien Co-op Recreation Hall (RR & MDWD) for personal use (e.g.: Birthday Parties, Showers, Receptions) subject to the following conditions:

1. The member shall sign an agreement for the use of the Recreation Hall.
2. A user fee will be charged.

3. If one justified letter of complaint is received by the office regarding the abuse of the room, the members' room rental privileges may be suspended indefinitely.
4. All repair costs will be borne by the resident member.
5. Where it is determined that the resident members' social attendants have grossly abused the premises, his/her membership in the Co-op will be reviewed by the Board of Directors.

003:17

RESIDENTIAL USE FOR BUSINESS PURPOSES

- a) That the resident/member continues to use the premises for its original intent that is a "Residential Premises."
- b) That the premises address be used for the sole purpose of receiving Business Mail'
- c) That no unduly additional pedestrian or vehicular traffic be created for the purpose of conducting such a business,
- d) That written authority be obtained from the Co-op stating the type of business you would be receiving mail for prior to obtaining proper city licenses where applicable.
- e) Any complaints may result in revoking permission granted for residential business

003:18

APPLIANCES

1. The members shall be responsible for ensuring that all appliances provided by the Co-op are kept in good running order, and shall promptly report all and any malfunctions to the office for immediate attention. Any or all damages caused by neglect shall be paid for by the members.
2. Prior to vacating the premises, the members shall clean all appliance situated in the unit.

BALCONIES/MEADOWOOD APARTMENT

- 1) That the following list of articles be the only articles permitted to be stored on the balconies:
 - a) B.B.Q.'s (subject to the City of Winnipeg By-Laws)
 - b) Patio Furniture
 - c) Decorative Plants
 - d) Bicycles for winter storage only.
2. Except for flower boxes (on inside of railing) and Christmas lights, absolutely no other materials will be allowed to be installed on the balcony railings.

003:21

SMOKE ALARMS

To respect the requirement of the City of Winnipeg By-Law 3518-83, Residential Buildings Fire Code Improvements, the resident member will be responsible to make sure the smoke alarm is kept in good working order.

NOTE: The Co-op is responsible to change the batteries at least once a year and maintain necessary records.

003:23

NEGLIGENCE, ABUSE, AND MISUSE OF UNITS

- a) The Co-op will forthwith institute an inspection of housing units where there is evidence either internal or external that the unit is subject to negligence, misuse, or abuse and,
- b) that a 24-hour notice be issued to the resident-member prior to such inspection and,
- c) That should such negligence, misuse or abuse be clearly identified, the resident-member be given notice to rectify such situation(s) within a specified time.

003:24

ACKNOWLEDGING CORRESPONDENCE

There shall be a policy to deal with letters of complaints. The procedure guidelines for handling such complaints shall also form part of the policy and may be amended from time to time by the Board of Directors.

003:25

MEMBERS APPEAL PROCESS

There shall be a policy to outline procedures for Members Appeal process.

003:25:01

TIME LIMIT ON APPEALS

Any resident-member appealing a decision rendered against him/her by either an approved committee of the Board of Directors, or by a members committee or by management, shall appeal within 14 days of receipt of any such decision mailed or hand delivered (witnessed).

SECTION 004
MEMBERS RESPONSIBILITIES
OPTIONAL

MEMBERS RESPONSIBILITIES - - OPTIONAL

- 004:01 Interior Painting & Decorating
- 004:02 Interior Flooring & Flooring Replacement
- 004:03 Animal Kennels & Sand Boxes
- 004:04 Exterior Sheds
- 004:05 Alarm Systems
- 004:06 Outside Antennas
- 004:07 004:07:01 Satellite T.V. Dishes
004:07:02 T.V. Antennas
- 004:08 Dishwashers & Garburators
- 004:09 Additional Fencing & Gates
- 004:10 Central Vacuums
- 004:11 Water Beds
- 004:12 Basement Additions
- 004:13 Electrical Additions
- 004:14 Air Conditioning/Heating Units
- 004:15 Cable Outlets & Additional Telephone Jacks
- 004:16 Tree Planting
- 004:17 Backyard Storage
- 004.11/92

INTERIOR – PAINTING & DECORATING

004:01

(SEE Interior – Painting & Decorating Section 005:02)

INTERIOR – FLOORING & FLOORING REPLACEMENT

004:02

(See Interior Flooring & Flooring Replacement Section 005:02)

OUTSIDE ANTENNAS

004:06

Members planning to install antennas must first contact the Department of Communications and complete all forms and requirements required by them. After receiving Dept. of Communications permission and before installation, members must submit a detailed drawing of the proposed installation and/or a personal interview along with the request to the Co-op.

The following installation factors must be adhered to when planning antenna installations:

- a) Members must first obtain any license required by the Dept. of Communications to operate a station.
- b) Antennas must be of a type that are light and neat looking.
- c) Antenna guide wires are not to be affixed to the roof where during installation anchors are driven through the surface of the roof causing possible damage to the roof.
- d) Guide wire must remain clear of all walkways and must not infringe of common areas or neighbors yards nor be attached to trees or fence posts.
- e) Cable lead in, must be installed in such a way as no damage is done to the unit.
- f) Any damage caused to the Co-op property by a falling antenna will be the responsibility of the member living in the unit having the antenna.
- g) On moving from a unit, members who have installed antennas are responsible for the dismantling of the complete unit.

Members planning to operate radio station are asked to give considerable thought to all aspects of installation and operation. Complaints from neighbours regarding interference on stereo, phone or other AM equipment, must be dealt with as soon as the problems are detected. Operators of the radio station will be required to contact the Dept. of Communications for interference tests if complaints persist. Noise levels must be kept to a level where they do not infringe on their neighbours.

004:07:01

SATELLITE T.V. DISHES

Individual exterior Satellite Dishes are NOT PERMITTED. Individual interior attic Satellite Dish units may be permitted subject to the following guidelines:

- a) A request to install a Dish is submitted to the Co-op for approval prior to installation taking place.
- b) The unit must be professionally installed.
- c) Any structure changes made in the course of installing the Satellite Dish must be restored to its original condition upon vacating the unit.
- d) Any costs incurred due to the Satellite Dish are the sole responsibility of the member.

004:07:02

T.V. ANTENNAS

Exterior T.V. Antennas are not permitted.

004:08

DISHWASHERS & GARBURATORS

The member shall first apply to the office with respect to the installation of a dishwasher or garburator. Installation costs shall be at the member's expense. If the incoming member does not agree to take the responsibility of the above, upon vacating the unit, the resident member shall remove same and install original cupboards if same were removed.

1. ADDITIONAL FENCING & GATES

Additional fencing & gates will be permitted subject to the following terms & conditions:

- a) The existing fence remain as installed;
- b) The cost of such additions shall be at the members cost and shall remain the property of the Co-op;
- c) That they must conform to side fencing in color & design;
- d) That they must be ½ or full height of existing fencing to ensure that it is in keeping of overall aesthetics of the complex;
- e) Fences in front yards are not allowed.

2. NON-CONFORMING FENCING

All "add on fencing" NOT CONFORMING to the above specifications, shall be removed by the Co-op upon receipt of Notice to Vacate by the outgoing member.

CENTRAL VACUUMS

Installation of "Central Vac Unit" will **NOT** be permitted.

WATER BEDS

Water beds may be allowed with the member assuming full responsibility for damages arising in case of leakage and provided the member carries water bed insurance or a water bed rider on his/her insurance. Cost of damage will be at the members own expense.

BASEMENT ADDITIONS

Village Canadien Co-op Ltee. will permit the installation of basement additions to the units subject to the following terms and conditions:

- a) That resident members shall submit all requests for such additions to the Coop together with plans and specifications prior to commencement of work as per the Housing Agreement.
- b) That these be installed at the resident member's expense.
- c) That any additional electrical outlets or plumbing be inspected and approved by a qualified and licensed electrician or plumber at the member's cost, and that a copy of said plan be returned to the office duly signed by the qualified electrician or plumber to ensure that all building codes are met.
- d) That no tele posts be moved.
- e) Upon completion of the basement additions, the resident member shall inform the office which will, in turn, conduct an inspection. Any deficiencies must be corrected, or alterations carried out immediately at the request of the Co-op.

ELECTRICAL ALTERATIONS

If members desire to install, add to, or alter electric wiring or fixtures in the unit premises, they shall make arrangement with and obtain authorization in writing from the Co-op prior to any alterations. The member shall obtain all necessary permits and approval from the authority having jurisdiction before applying to the Co-op. Such alterations shall only be undertaken after having satisfied the above requirements.

AIR CONDITIONING/HEATING UNITS

1. Air Conditioner – River Rd. (Window Type)
 - a) After installation in a window area, all fillers are to be of Plexi-glass or plywood painted white.
 - b) All exterior brackets to secure the unit shall be painted white where stucco exists and stained where wood fascia exists.
 - c) Any damages resulting from such installations are to be repaired at the members cost.

2. Air Conditioner – Meadowood
 - a) There is one (1) supplied with a 2nd optional installation.
 - b) the cooperative is responsible for the maintenance of the provided appliance.

3. Heating Units

The member shall not install additional heating units.

CABLE OUTLETS & ADDITIONAL TELEPHONE JACKS

Upon request of a member, additional cable T.V. or telephone outlets may be installed by the cable or telephone company and member billed directly by them.

Any tampering or alterations of T.V. or phone outlets by the resident member is prohibited. Any cost incurred to correct such tampering and/or alteration shall be at the resident members cost.

TREE PLANTING

Members within to purchase & plant additional trees/shrubs, must first obtain approval from the Co-op. Half of the purchase cost will be reimbursed upon proof of purchase.

SECTION 004

MEMBERS RESPONSIBILITIES

AMENDED NOV/92

004:17

BACKYARD STORAGE

For details see SECTION 6:006:04

04:17.11/92

SECTION 005
COOPERATIVES
RESPONSIBILITIES

SECTION 005 INDEX

COOPERATIVES RESPONSIBILITIES

- 005:01 Doors & Windows
- 005:02 Interior Decorating
 - 005:02:01 Painting & Decorating
 - 005:02:02 Flooring
 - 005:02:03 Replacement of Flooring/Carpets
- 005:03 Maintenance and Storage Buildings
- 005:04
- 005:05 Snow Removal
- 005:06 Live Christmas Trees – Meadowood

DOORS AND WINDOWS

1. The exterior doors shall be painted by the Co-op on prearranged color scheme which is designated by the Co-op from time to time.
2. Exterior windowsills and frames will be painted by the Co-op from time to time as required.

INTERIOR DECORATING BY-LAWS

Rationale for Differing Decorating Policies for River/St. Mary's and Meadowood

Due to the major refurbishment that River/St. Mary's has undergone in 1998/99, the River/St. Mary's location will try to maintain a professionally painted standard. River/St. Mary's has incurred a second mortgage to update their homes which were built in 1976.

The River/St. Mary's members are paying for this standard through their housing charge.

Meadowood was built in 1989 and due to budget constraints operates with a different decorating policy.

AMENDED BY-LAWS

005:02:01

Interior Decorating – River/St. Mary's

1. General

- 1.1 All units shall be professionally painted once every seven (7) years.
- 1.2 The Co-op will paint with a high quality of paint with the approved colours.
- 1.3 Preparations:

Members must make their unit/suite available in the easiest possible manner. The resident member shall wash all walls, door frames, ceilings, etc. prior to the Co-op conducting such painting. A detailed preparation list will be provided prior to the actual painting. If there is a lack of cooperation on the part of the member to accommodate the painter, the member will be charged any excess costs incurred by the painter.

2. Vacated Units

- 2.1 To ensure that the interest of in-coming occupants are well served, the Co-op shall inspect all units scheduled to be vacated and, on the basis of such inspection, shall determine the painting, if any, which is required to put the units into acceptable condition.
- 2.2 Outgoing occupants of a unit are in all cases required to leave the walls, windows, doors, cabinets, and every other accessible surface of the unit in a clean condition. This requirement is understood as implying that all paintable surfaces shall be left in a ready to paint condition.
- 2.3 The Co-op shall establish, as indicated in 2.1 above, the partial repainting of a unit to be vacated judged to be required. The outgoing occupants shall participate in the costs to the Co-op of such partial repainting, based on the formula spelled out in section 3 of this policy.

Interior Decorating – River/St. Mary's3. Member Participation in Co-op Costs

- 3.1 Where repainting costs are necessary due to excessive wear and tear to the vacated unit, the out-going occupants of the unit shall participate in these costs on the basis of the following formula (7years = 84 months)

Out-going occupants share of repainting cost = cost of repainting ÷ 84 months -
value per month
value per month x lost useful life (in months)

Example 1 - If the costs of repainting an entire vacated unit are \$1,200.00 and the occupants lived in the unit for 50 months, their costs would be:

$\$1,200.00 \div 84 \text{ months} = \14.29 per month

Lost useful life (84 - 50 = 34 months)

34 months x \$14.29 = \$485.86

Example 2 - If the costs of repainting an entire vacated unit are \$500.00 and the occupants lived in the unit for 36 months, their costs would be:

$\$500.00 \div 84 \text{ months} = \5.95 per month

Lost useful life (84 - 36 = 48 months)

48 months x \$5.95 = \$285.60

- 3.2 The cost sharing formula of 3.1 above shall only be applied to repainting as required due to excessive wear and tear. Any extraordinary cost due to member negligence or failure to remove wallpaper, borders, non-conforming colours, etc. as required by 2.2 above, shall be charged in full to the out-going occupants of the unit

4. New In-Coming Resident Members

- 4.1 All new in-coming resident members shall be informed of the Painting and Decorating Policy

5. Wallpaper, Borders and Mirror Tiles

- 5.1 Care must be taken in affixing fixtures and pictures to avoid unnecessary damage to interior walls and woodwork. The cost to repair such areas is the responsibility of the member
- 5.2 Borders are allowed to be installed but not wallpaper and mirror tiles. Borders must be removed by the out-going member.

AMENDED BY-LAWS

Interior Decorating – Meadowood

1. General

- 1.1 All units shall be professionally painted once every seven (7) years.
- 1.2 The Co-op will paint with a high quality of paint with the approved colours.
- 1.3 This program will be implemented over a 10-year time frame effective January 1, 1993. Subject to budgetary considerations. The Co-op will have an operating painting policy during this implementation period.
- 1.4 Interim Operating Painting Policy – When units turn over the paint must be in acceptable (not due or overdue for painting) condition

2. Vacated Units

1. To ensure that the interests of in-coming occupants are well served, the Co-op shall inspect all units scheduled to be vacated and, on the basis of such inspection, shall determine the painting, if any, which is required to put the units into acceptable move-in condition.
2. Out-going occupants of a unit are in all cases required to leave the walls, windows, doors, cabinets, and every other accessible surface of the unit in a clean condition. This requirement is understood as implying that all paintable surfaces shall be left in a "ready to paint" condition.
3. When a member is vacationing under the Interim Painting Policy, they are responsible to leave the painted surfaces in acceptable condition (not due or overdue for painting). Costs are assessed (against the outgoing member if necessary).
4. At the time when Meadowood budget makes provision for maintaining professional painting standards, the outgoing occupants shall participate in the costs of the Co-op of such partial repainting, based on the formula spelled out in section 3 of this policy.

AMENDED BY-LAWS

Interior Decorating – Meadowood3. Membership Participation in Co-Op Costs

3.1 Where repainting costs are necessary due to excessive wear and tear to the vacated unit, the out-going occupants of the unit shall participate in these costs based on the following formula: (7 years = 84 months)

$$\begin{aligned} \text{Out-going occupants share of repainting cost} &= \\ \text{Cost of repainting} - 84 \text{ months} &= \text{value per month} \\ \text{Value per month} \times \text{lost useful life (in months)} & \end{aligned}$$

Example 1 – If the cost of repainting an entire vacated unit is \$1,200.00 and the outgoing occupants lived in the unit for 5 months, their costs would be:

$$\begin{aligned} \$1,200.00 \div 84 &= \$14.29 \text{ per month} \\ \text{lost useful life (84-50} &= 34 \text{ months)} \\ 34 \text{ months} \times \$14.29 &= \$485.86 \end{aligned}$$

Example 2 – If the cost of repainting an entire vacated unit are \$500.00 and the outgoing occupants lived in the unit for 36 months, their costs would be:

$$\begin{aligned} \$500.00 \div 84 &= \$5.95 \text{ per month} \\ \text{lost useful life (84-36} &= 48 \text{ months)} \\ 48 \text{ months} \times \$5.95 &= \$285.60 \end{aligned}$$

3.2 The cost of sharing formula of 3.1 above shall only be applied to repainting as required due to excessive wear and tear. Any extraordinary costs due to member negligence or failure to remove wallpaper, borders, non-conforming colours, etc., as required by 2.2 above shall be charged in full to the outgoing occupants of the unit.

4. New In-Coming Resident Members

4.1 All new in-coming resident members shall be informed of the Painting and Decorating Policy

5. Wallpaper, Borders and Mirror Tiles

5.1 Care must be taken in affixing fixtures and pictures to avoid unnecessary damage to interior walls and woodwork. The cost to repair such areas is the responsibility of the member.

5.2 Borders allowed to be installed but not wallpaper and mirror tiles. Borders must be removed by the outgoing member.

005:02:02

Flooring

No heavy furniture shall be moved over the floors of the rooms, halls, landings or stairs to mark them.

Members installing carpeting shall use double sided carpeting tape, rather than tacks or glue that will damage or alter tiled surfaces.

REPLACEMENT OF FLOORING/CARPETS

1. Replacement Quality: Whenever a carpet or linoleum is replaced in a unit/suite subject to subsections 2, 3 & 4, the said carpet and/or linoleum will be of medium/high quality.
2. Long Term Residents: Commencing on the eighth (8) year of residency (85th month) and if the situation warrants it (carpets badly worn out) the Co-op will replace the original carpet at its cost and the item will be charged against Replacement Reserves.
3. New Residents: When a new resident member moves into a unit/suite after the 85th month of occupancy and the situation warrants it, the original carpet will be replaced at the Co-op's cost and charged against the Replacement Reserves.
4. Replacement due to Neglect: The following formula will be used in determining the amount to be charged an outgoing member when a carpet and/or linoleum has to be replaced due to neglect. (e.g.: cigarette burns, animal urine, etc.)
Allowing for "normal wear & tear" and assuming that:

-that the new carpet later installed at both projects should last at least 8 full years.

1 yr. of occupancy	87.5%	of replacement cost.
2 " " "	75.0%	" "
3 " " "	62.5%	" "
4 " " "	50.0%	" "
5 " " "	37.5%	" "
6 " " "	35.0%	" "
7 " " "	12.0%	" "
8 " " "	0.0%	" "

The difference between the recovery and actual costs will be charged to Replacement Reserves.

5. Carpet Cleaning: Professional carpet cleaning is required upon move-out & paid for by the **OUT-GOING** member.
6. Walls or Floor applications, mirror tiles, ceramic tiles, paneling, z-Brick may be installed by the wall surface must be restored if the new member does not accept it. If the item was poorly installed, the outgoing member must remove it and restore the wall or floor. If the new member accepts the alteration, responsibility passes to them. Members installing carpet must use double side tape, not tacks or glue which will damaged the tiled or linoleum surfaces.

Routine floor covering replacement, due to wear, in bedrooms can be made with carpet or linoleum at members preference.

005:03

MAINTENANCE AND STORAGE SHOPS

The Maintenance and Storage Shops shall be strictly used to the Co-op's maintenance purposes.

These shall be kept clean, and all material stored therein shall be kept in good and orderly state.

005:05

SNOW REMOVAL

1. The first priority for snow removal is to remove and clear snow from roadway allowances and visitors parking.
2. The second priority is to clear the internal sidewalks in the common area of the Co-op.
3. The third priority will be to clear all members parking stalls following heavy snowfall subject to maintenance work order priority and the removal of members' vehicles from their parking stalls.

005:06

LIVE CHRISTMAS TREES – MEADOWOOD

Pursuant to the City of Winnipeg Fire Department, live Christmas trees are not allowed in the common areas of the apartment.

SECTION 006
PARKING & TRAFFIC

PARKING & TRAFFIC

Amended – April 29, 2013 (Annual General Meeting)

SECTION 006 INDEX

- 006:01 Parking – General
- 006:02 Parking Violation Tickets
- 006:03 Visitors Parking
- 006:04 Recreation Vehicles

PARKING – GENERAL

1. Parking stalls are not included in the housing charge for any unit at River/St. Mary's or Meadowood.

One (1) parking stall will be made available for members of a townhome or an apartment at a rate to be determined by the Board and subject to the policies of the Co-op.

2. a) Addition parking spaces **may be** available, and will be rented on first come first serve basis at a rate to be determined by the Board from time to time **for members and occupants on the housing agreements.**
 - b) Fifteen (15) days' notice is required for termination of an **additional parking stall**, otherwise, the member will be charged a fee equivalent to ½ month's rental.
 - c) Rented stalls may not be sublet and are not transferable.
 - d) Vehicles shall not be stored on blocks.
 - e) Vehicles, in any parking stall, without current registration must have Storage/Liability insurance; and have proof displayed on DASH and supplied to the office within 48 hours.
3. Parking stalls, parking areas, driveways and common areas shall not be used for motor vehicle repair.
4. Vehicles must not be parked in such a way as to impede the parking of any other vehicle.
5. Parking stall shall be kept free of snow and ice by the member's own effort or expense.
6. No oversized vehicles will be allowed in the member's or visitor's stalls. Oversized vehicles are considered wider than 85 inches.

7. No vehicle shall be parked other than in an assigned parking stall or Visitor parking area as per Section # 006:01 & 006:03.

AMEMDED PARKING BYLAWS (Annual General Meeting)

April 29, 2013

006:01

PARKING – GENERAL cont.

8. Vehicles are not allowed to be parked on the grass, sidewalks, or roadway allowances in the Co-op; except within areas outline by yellow markings. All other cub parking is a tow away zone and the vehicle may be towed at the owner's expense.
9. Vehicles improperly parked in a member's designated stall are subject to tow away at the owner's expense, upon complaint from the member assigned to that stall.
10. Vehicles that are used for the purpose of moving possessions shall remain on the roadways & shall not drive over curbs, sidewalks or other common areas. Members responsible may be charged for damages.
11. Members and visitors must at all times obey the posted speed limit with the Cooperative.
12. Members and visitors may not cause "unnecessary and/or harmful" noise from vehicles within the Co-op.
13. Any motor vehicle obstructing a fire hydrant is subject to tow away at the owner's expense.
14. Parking is prohibited in designated "**NO PARKING**" OR "**NO STOPPING**" areas. These areas include:
 - a) Those signed as 'No Parking or 'No Stopping' area.
 - b) Those blocking sidewalks or fire lanes.
15. No vehicle shall be parked in any location that obstructs a sidewalk, driveway, or entrance.

16. NO PARKING will be allowed around the islands in each of 700/730/1680 River/St. Mary's between the hours of MIDNIGHT and 6 A.M.
17. No vehicle shall be stored or parked in common areas or front or back yards.
18. Block heater extension cords must be removed from electrical outlets when not in use.

AMENDED PARKING BYLAWS (Annual General Meeting)

April 29, 2013

006:01

PARKING – GENERAL - Derelict Vehicles - cont.

19. Members must not keep vehicles that are considered derelict as they become a safety hazard and a public nuisance. (In accordance with Division 2 Part 1 of the City of Winnipeg's Neighborhood Livability By-Law: A vehicle is considered derelict if it is not in operational condition AND
 - Wrecked or partly wrecked, rusted, or dismantled or partly dismantled
 - Not insured and registered under the Highway Traffic Act and does not have a current, valid license plate attached to it.

The Co-op will be using a 3-month grace period after which the Co-op will issue an order to have the vehicle removed.

Upon receiving an order for removal, the member will be given 10 business days to acknowledge the order and confirm a removal date or **alternatively** the member may submit a written proposal outlining their intentions to repair the vehicle outside of the Co-op. Non-compliance will result in the vehicle being removed at the owner's expense.

Members who submit a proposal to have the vehicle repaired will be given 3 months to complete the repairs after which the Co-op will remove the vehicle at the owner's expense.

Should a member need more than 3 months to comply with the order they must provide details within the proposal supporting their case. **(Subject to approval)**

Derelict vehicles awaiting repair are also subject to general parking bylaw 006:01 – 2 (e). (Vehicles without current registration must supply proof of Storage/Liability Insurance to the office and display proof on DASH of vehicle.)

PARKING VIOLATION TICKETS

1. Designated persons, as approved by the Board of Directors, shall issue parking violations tickets.
2. Parking tickets will be completed in triplicate and distributed as follows:
 - White copy on the vehicle.
 - Yellow copy to the office within 24 hours to be placed on file for the purpose of monitoring the infraction.
 - Pink copy to be kept by the designated person for the purpose of monitoring the infraction
3. A designated person will ask the Board of Directors to take appropriate action with repeat offenders.
4. An I.D. sticker will be provided and displayed on all vehicles that are in assigned stalls. Vehicle's parking in any assigned stall, without a sticker, may be towed at the owner's expense.

VISITOR PARKING

1. Visitors are allowed to park only in designated visitor parking areas. Members are responsible for ensuring that their visitors are parked in designated areas.
2. Visitors must obey all Co-op Parking By-Laws.
3. Visitor Parking areas are for the sole use of visitors. Members may park in visitor parking, only temporarily, for loading or other emergency purposes and for a period not exceeding 2 hrs.
4. Any Visitor parked in Visitor Parking areas overnight will be required to display a Visitor Parking Pass on the front dash of the vehicle. The office, on request from a member, may issue a long term dated Visitor Parking Pass for a period of 7 days, renewable for a further 7 days. Another parking pass will not be issued to the same member and/or vehicle with 30 days of the long-term expiry date of the original pass.
5. A member may request a short term dated pass, for their visitor, for a period not exceeding 3 nights. Another pass will not be issued to the same member and/or vehicle within 4 days of the expiry date of the earlier pass.
6. Parking passes must be arranged from the office or On-call Personnel, no later than 10:00 P.M.
7. Visitor parking at all Village Canadien sites will be patrolled by a towing company.
Any vehicle parked outside of posted times and without a valid parking pass will be towed without notice, at the vehicle owner's expense.

RECREATIONAL VEHICLES

1. Snowmobiles, boats, trailers, campers, camper vans and mobile homes shall not be stored or parked in parking stalls. Neither shall these be stored or parked in common areas or front or back yards. Canoes may be stored in rear yards only.
2. Member shall be allowed to use their designated parking stall up to a maximum of 24 hours for the purpose of cleaning, loading, or unloading camper or boat trailers. Permission may be granted for a reasonable extension of this time by the office. Trailers will not be left open and unattended.
3. A member's car/truck may be parked in Visitor Stalls during the period mentioned in #2, above for 24 hours. However, the member must display a valid parking pass on the driver's side dash to take advantage of this option, otherwise the vehicle is subject to being towed.
4. Parking passes may be arranged from the office or from after-hours On-Call personnel before 10:00 P.M.

AMENDED PARKING BYLAWS (Annual General Meeting) April 29, 2013.

SECTION 007

FINANCE

SECTION 007 INDEX

FINANCE

- 007:01 Offering Statement
- 007:02 Fiscal Year
- 007:03 Housing Charge Increases
- 007:04 Budget Procedures
- 007:05 Housing Charge Late Payment Penalty
- 007:06 Returned Cheque Penalty
- 007:07 Share Capital Purchase
- 007:08 Refund of Shares
- 007:09 Child Care
- 007:10 MORTGAGE AGREEMENT
 - 007:10:01 56.1 (River Rd.)
 - 007:10:02 I.L.M. (Meadowood)
Shelter Allowance Pool Guidelines
- 007:11 First Month's Housing Charge Retainer
- 007:12 Members Handbook
- 007:13 Application Fee
- 007:14 Recovery of Maintenance Costs
- 007:15 Demand Notes
- 007:16 FINANCIAL FORMS
 - Application for Shelter Assistance Declaration
 - Assessment of Shelter Allowance Pool Allowance Eligibility
 - Share Pay-Out Notice

007:01

OFFERING STATEMENT

The Cooperatives Act and the Regulations thereto state that prior to issuing any shares by a cooperative to any person in the aggregate par value amount of \$10.00 or more, the cooperative shall send an offering statement to the Registrar.

Village Canadien Co-op, like several other housing cooperatives has not submitted such an Offering Statement as we were advised several years ago that some changes to the Act and its regulations would be forth coming.

Those changes are yet to come.

007:02

FISCAL YEAR

The fiscal year end of Village Canadien Co-op Ltee. is December 31st of each year as determined by the Charter By-Laws.

007:03

HOUSING CHARGE INCREASES

All changes in Housing Charges shall be effective January 1 of each year of operation for all Village Canadien properties.

BUDGET PROCEDURES

1. Budgetary Year shall be identical to that of the fiscal year end of the association.
2. Budgetary Format – the budgetary process shall be based on the “Zero Based Budgetary” concept. This will ensure that all budgetary appropriations will be fully substantiated rather than a set percentage increase on all appropriations.
3. Budgetary Time Frame – the annual budgets shall be completed no later than October 15th of each year for the following fiscal year for presentation firstly to the Finance Committee, then formally ratified by the Board of Directors as provided for by the Charter By-Laws.
4. Budget Information to the Membership – under the Cooperatives Act of the Province of Manitoba, it is the sole responsibility of Directors to carry out the budgetary approval process (Section 63.1 & 83.1) of the Co-Operatives Act. Notwithstanding the aforementioned, it shall be the Board of Directors’ policy to present the annual budgets to the membership on an information basis only.
5. Unbudgeted Projects – all unbudgeted special projects arising during the current operational year shall be approved by the Board of Directors prior to implementation of same. (Exception – water main breaks)

007:05

HOUSING CHARGE LATE PAYMENT PENALTY

There will be a penalty charged for late payment of Housing Charges. A policy shall be developed by the board of directors to address late payments by members.

007:06

RETURNED CHEQUE PENALTY

There will be a penalty assessed on all returned cheques.

MEMBERSHIP/SHARE CAPITAL

1. Basic share capital required for membership in Village Canadien Co-op Ltee shall be 1 share at a par value or \$1.00 each for a total of \$1.00.
2. Effective August 1, 2007, the share capital required for occupancy of a unit under the terms and conditions of the Housing Agreement shall be 1,200 shares at a par value of \$1.00 each for a total of \$1,200.00 regardless of unit size. The above initial share purchase is mandatory for every unit and includes the following penalty clauses effective August 1, 2007.
 - Any member exiting the Co-op within six (6) months of move-in will incur a financial penalty of \$900.00.
 - Any member exiting the Co-op within six months plus one day to twelve (12) months of move-in will incur a financial penalty of \$600.00.
 - Any member exiting the Co-op within twelve months plus one day to eighteen months of move-in will incur a financial penalty of \$300.00.
 - Any member exiting the Co-op within eighteen (18) months plus one day to twenty-four (24) months after move in will incur a financial penalty of \$150.00.

All existing members or those residing in VCCL as of July 31, 2007, will not be required to increase their initial share purchase to the new level, but shall remain at \$850.00.

All existing members or those residing in VCCL as of June 30, 1982, will not be required to increase their initial share purchase to the new level, but shall remain at \$500.00.

3. All resident members applying for internal transfers or wishing to retain occupancy of a unit previously held under another relationship shall be obliged to purchase addition share capital as required under clause #2.

REFUND OF SHARES

Share refund shall be held until a minimum of thirty (30) days of official move-out date by member.

007:09

CHILD CARE

1. A volunteer working as a member of the Board of Directors, as a member of any Board authorized committee, or engaged in any work for the benefit of the co-operative, shall be reimbursed for childcare expenses incurred while that member attends meetings or completes authorized tasks. Said reimbursement shall be at an hourly rate determined by the Board of Directors from time to time.
2. Any applications for Child Care must have prior approval of a member of the Board Executive, Committee Chairperson or Management.
3. All claims for childcare expenses must contain a written account of the work done or meeting attended, and number of hours.

56.1 SHELTER ALLOWANCE POOL GUIDELINES – RIVER ROAD

PREAMBLE:

The following guidelines are derived from the 56.1 Operating Agreement duly signed and executed between Village Canadien Housing Co-op and Canada Mortgage & Housing Corporation.

1. Administration of the 56.1 Shelter Allowance Pool will be determined by Management.
2. Income Tested Resident Members: At no time shall the number of resident members entitled to receive Shelter allowance be less than 15%, as per Operating Agreement/Land Lease Agreement.
3. Level of Shelter Allowance: At no time shall the total subsidies exceed the amount of Pool Shelter Allowance funds generated by the 56.1 program.
4. Eligibility: All applicants shall submit evidence of income as determined by the 56.1 operating agreement.
5. Infractions & Abuse: Any member resident who is a recipient of Shelter Allowance Pool funds and who is committing ongoing infractions, falsifying records, abusing the "system", shall have his/her assistance terminated forthwith and shall be required to appear before the Executive Committee and/or the Board of Directors to justify continuance of his/her assistance.

e.g.: Living common law and not stating partner's income or failure to report
such income after receiving confirmation of assistance.
Moonlighting and not reporting such income.
6. Short Term Assistance: In case of layoffs, expiration of UIC benefits, a resident member may apply for assistance on a month-to-month basis by providing evidence of such a reduction in income.
7. Adherence to Operating Agreement: At no time in administering the policy guidelines for the 56.1 Shelter Allowance Pool shall the said policies override or contravene the 56.1 Operating Agreement so as to jeopardize Village Canadien's eligibility for CMHC assistance as determined by the Annual Project Data Report.

007:10:01

56.1 SHELTER ALLOWANCE POOL GUIDELINES – RIVER ROAD con't

8. Unit Accommodation Type: When determining the level of Shelter Allowance on an income tested resident member is entitled to, the number of bedrooms in relationship to family size must be determined. The only exceptions shall be:
 - a. Short term recipients. (e.g.: layoffs, etc.)
 - b. In these cases, the Shelter Allowance level will also have a relationship to family size. (e.g.: 2 spouses, 2 children resident in a four bedroom but could be accommodated in a three bedroom might have to pay the difference between a 3 & 4 bedroom him/herself.)

007:10:02

ILM SHELTER ALLOWANCE POOL GUIDELINES – MEADOWOOD

There are 3 types of Shelter Allowance programs, known as ILM.

1. **RENT SUPPLEMENT AGREEMENT** –It is administered through Manitoba Housing & Winnipeg Regional Housing authorities. This is provided jointly by the federal and provincial governments.
2. **COMPLIMENTARY ASSISTANCE PROGRAM (C.A.P.)** – This is a pool that is increased on an incremental basis annually. It is related to the rise in the consumer price index. It is administered by the Co-op office in accordance with the CAP agreement. This is provided by the province of Manitoba.
3. **SECURITY OF TENURE ACCOUNT** –This fund is administered by the Co-op office in accordance with the ILM agreement. It is intended for short term financial needs and is provided by the federal government.

007:11

FIRST MONTH'S HOUSING CHARGE RETAINER

1. Incoming members will be required to deposit with the Co-op a sum of one (1) month's housing charges at the time the future income resident-member is accepted for residency & is allocated a unit subject to the terms and conditions on the agreement as prescribed by the Board of Directors from time to time.
2. When the incoming member accepts allocation of their assigned unit, the sum of one (1) month's housing charges will be due and payable and will be credited to their first month's housing charge.
3. Should an incoming member renege on their commitment to take possession of their designated unit, they will forfeit the deposit in accordance with the terms & conditions of the "move in deposit agreement".

007:12

MEMBERS' HANDBOOK

1. That effective upon termination of membership, each resident-member will be required to return his/her members' handbook to the Co-op and that failure to return the handbook will cause a \$35.00 fee to be assessed upon vacating the unit, and,
2. Organizations or members desiring to purchase a Members' Handbook may do so upon payment of \$25.00 fee.
3. New incoming members will be required to sign an agreement acknowledging receipt of the Members' Handbook.

007:13

APPLICATION FEE

1. All persons making application for future residency in Village Canadien Co-op Ltee., shall be required to pay a non-refundable and non-transferable fee.
2. All resident-members applying for a unit transfer shall also be required to pay an application fee.

007:14

RECOVERY OF MAINTENANCE COSTS

Where replacement of equipment, materials, etc. can be determined that member's abuse or neglect is the cause of the breakdown, the member will be invoiced for the said materials at cost plus labour and administrative cost based on actual disbursement costs.

If the member wishes to challenge the invoice, he/she may do so by appealing same to the Board of Directors.

007:15

DEMAND NOTES

That the General Manager be authorized to execute "Demand Notes" with members where such needs are required from time to time to protect the interest of the co-operative.

007:16

FINANCIAL FORMS

Applicable forms are available in the Co-op Office.

SECTION 008
ANIMAL CONTROL

SECTION 008 INDEX

ANIMAL CONTROL

Amended April 29, 2013

- 008:01 PET RULES & REGULATIONS – General
 - 008:01:1 Categories of Pets Allowed in Co-op
 - 008:01:2 Registration
 - 008:01:3 Maximum number of Pets allowed per unit
 - 008:01:4 Condition of Pets – Health Standards
 - 008:01:5 Co-op Standards of Pet Control
 - 008:01:6 Standards of Control
 - 008:01:7 Strays
 - 008:01:8 Visitor’s Pets
 - 008:01:9 Enforcement of Procedures, Fines, etc.
 - 008:01:10 APPLICABLE FORMS
 - Pet Registration
 - Pet Complaint
 - Pet Official Reminder/Warning
 - Pet Fine Letter

Amended April 29, 2013

008:01:00

PET RULES AND REGULATIONS

GENERAL:

Members are allowed to keep pets in the Village Canadien Co-op Ltee subject to the following regulations. Pets must not interfere with another member's use or enjoyment of his/her unit or common areas, nor create a nuisance or dangerous condition.

All members (pet owners and non-owners) shall receive a copy of the pet regulations upon moving into the Co-op. (located in your Members Handbook) It is the member's responsibility to read and be familiar with the rules pertaining to the type of pet he/she wishes to keep.

Amended April 29, 2013

008:01:01

CATEGORIES OF PETS ALLOWED IN CO-OP

- a) Contained pets, non-dangerous: Pets that could not pose a danger to the health or safety of Co-op members to normal physical characteristics or habits of the species, and which are contained in a cage, tank, or other restricting container as a living space. This category includes, but is not limited to birds, fish, small rodents, etc.
- b) Dogs (except attack-trained dogs and Pit Bulls) Cats.
- c) Exotic pets, even if normally contained, must be registered with the Co-op and are subject to the limitations as defined in the City of Winnipeg By-Laws.

Amended -April 29, 2013

008:01:02

REGISTRATION

Registration of a pet will include the signing of an agreement by the pet owner to abide by the regulations.

New members who own a pet(s) must register the pet(s) with the Co-op when signing their housing agreement. Existing members acquiring a new pet must register that pet upon its acquisition.

Any pet residing in the Co-op for more than one month is considered to be permanent and must be registered with the Co-op on a pet registration form.

Any registration will require the following information-type of animal, description, name (if any), month and year of birth, record of vaccination, proof of city license (if applicable), and other relevant items.

The registration shall be submitted to the office personnel.

A deposit of \$250.00 is required. To the extent that the deposit is not needed to cover damages, it will be refunded, without interest, when the member leaves the co-op.

Amended – April 29, 2013

008:01:03

MAXIMUM NUMBER OF PETS ALLOWABLE PER UNIT

No household may have more than 2 pets of category (a) and 2 pets of category (b) excluding fish. No variances allowed.

Cats and small dogs up to 35 pounds are allowed in the Meadowood Apartment Block.

CONDITIONS OF PETS – HEALTH STANDARDS

1. The owners of dogs and cats must present a valid certificate of vaccination against rabies, every two (2) years.
2. Where vaccination is delayed, upon a veterinarian's advice until the pet reaches a certain age, the owner must undertake to provide the Co-op with a certificate as soon as possible and the Co-op reserves the right to demand proof of such veterinary advice.
3. **All pet owners of dogs, cats, rabbits, or ferrets must have their pets spayed** or neutered by 6 months of age and supply proof of this to the office.
4. The Co-op will not concern itself with the health of pets except as noted above. However, neglect or abuse of pets may be reported to the appropriate authorities. Responsibility for such reporting rests upon the Co-op members observing the evidence of abuse or neglect.
5. No Co-op member shall be permitted to make use of a City of Winnipeg Kennel license or Hobby Breeder's license on Co-op premises.

CO-OP STANDARDS OF PET CONTROL

1. Pets are allowed in common areas of the Co-op only on a leash and under the immediate control of a responsible person.

2. FRONT YARDS:

- a) Pets are allowed, on a leash, in the member's front yard, only if under the Immediate control of a responsible person.

BACK YARDS:

- b) The same rules apply as in 2 a, with the exception that if properly enclosed, the animal may be left unleashed with a responsible adult present in the unit.

3. STOOP AND SCOOP – A pet owner must clean up immediately any mess (feces or otherwise) created by the pet on common areas or unit yards (including the owner's yard).

4. A pet owner must immediately repair any damage caused to the property of the Co-op or the property of another member by the pet.

5. A pet owner must control his/her pet to prevent unnecessary or unreasonable noises or disturbances. Pet owners must comply with the City of Winnipeg Pound Bylaw which states that a dog cannot bark or howl or in any way disturb the quiet of any person or persons anywhere (by-law 2443/79 section 20 [b]. This by-law is in effect 24 hours a day.

6. For members in apartments, cats must be confined to the apartment at all times. Under no circumstances may they be in the corridors except on a leash. (When taken out of the apartment, cats must be on a leash.)

7. For members in apartments, cat litter must be sealed firmly in a double plastic bag, taken down to the refuse container in the main floor garbage room. It may not be dropped down the garbage chute.

Amended – April 29, 2013

008:01:06

STANDARDS OF CONTROL

Pet owner's attention is brought to the existence of the City of Winnipeg Pound By-laws. Members are required to abide by the By-law as well as the Co-op Pet Regulations and the Co-op may call upon the appropriate authorities to enforce the City Bylaw where Co-op members are in violation of it.

Amended April 29, 2013

008:01:07

STRAYS

Stray animals will be removed from the Co-op by the City of Winnipeg Animal Services. Members are asked to report stray animals directly to the City of Winnipeg Animal Services at 986-2155.

Amended April 29, 2013

008:01:08

VISITORS' PETS

Visitors with pets are subject to all the Rules and Regulations governing pets. Members automatically become responsible for their visitors' pets.

ENFORCEMENT PROCEDURE

Any member with a complaint alleging that a member pet owner has violated these regulations should first approach the owner and try to resolve the problem on an individual basis. Assistance may be sought from the pet committee or the office to identify the owners of a pet by means of the description on the registration forms.

If the direct approach to the owner is unsuccessful, a written complaint on an authorized pet complaint form must be submitted to the Co-op office.

Where a violation of the pet regulation or City By-Law constitutes an emergency or otherwise requires immediate action, it is the responsibility of the complainant to contact the appropriate authorities – the pound or police – and have immediate action taken.

The following procedure will be followed at the discretion of the Co-op's management.

- a reminder will be sent;
- a written warning will be issued;
- a fine of \$25.00 will be levied, if no action has been taken by the pet owner;
- as a final measure the member will be served with a notice to appear at a specified meeting of the Board to explain why he/she should not have to permanently remove the pet.

Note: All written complaints are confidential. Notification of the Board's decision will be provided to the complainant as well as the owner.

Failure to pay fines, to obey a removal order, or repeated offences will be considered a violation of the Housing Agreement and further action will be initiated against the member by the Co-op.

SECTION 009
HEALTHY LIVING

SECTION 009 INDEX

HEALTHY LIVING

Enacted November 13th, 2017

- 009:01 Smoke Free Living Policy
- 009:02 Prohibition against Growing Marijuana or Hemp

Smoke Free Living Policy

009:01:01

1. Purpose: To protect the health, safety, welfare and quiet enjoyment of the members, their families, visitors, and employees of Village Canadien Co-operative (VCCL) from the irritation and known health risks of exposure to second-hand tobacco smoke, increased risk of fire and increased maintenance and cleaning costs.
2. Definition of smoking: "Smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe, or any similar item which generates smoke. This also includes the use of an electronic smoking device which creates an aerosol or vapor in any matter or form.
3. Smoking is prohibited on VCCL property, including:
 - inside all co-operative housing units; townhomes and apartments
 - in common areas (e.g.: play structure areas within 20 Feet distance, in the apartment building, etc.)
4. This policy applies to all people, including but not limited to members, occupants, guests/visitors, and business invitees.
5. Grandfathering: Members and occupants who smoke at the time of the passage of this policy (a "Grandfathered Smoker") may continue to smoke for six months starting on the date of approval of this policy. After the initial six months the "Grandfathering Clause" will no longer exist, and the smoke free living policy is in full effect.
6. Traditional or cultural smoking activities: The board of directors may make reasonable accommodation in the case where a member or occupant intends to use tobacco in relation to a traditional cultural activity. Exemptions will be tracked and documented. Requests for such accommodations must be submitted

in writing via e-mail or a signed letter and may require an in-person discussion with the Board of Directors.

7. Exceptions may be made on a case-by-case basis for members requiring the use of medical marijuana. The Board of Directors will require a doctor's note for approval and may be subject to re-approval at the discretion of the Board.
8. All complaints must capture details of the incident including time and date along with location and must be submitted in writing via e-mail or a signed letter.
9. Breach of policy will be handled in the following manner:
 - a. Member will receive a notice of violation letter.
 - b. Member will receive a second notice of violation letter accompanied by a verbal warning from the General Manager or an approved designate.
 - c. Upon third violation, member will receive written notice to appear before the Board of Directors to discuss their continued membership in the Co-op.

Prohibition against Growing Marijuana or Hemp

The purpose of this policy is to address and define the co-op's stance on growing marijuana or hemp at any site, and in any unit or common area of the co-op's property.

On October 17, 2018, the Federal government legalized possession of marijuana for personal use. Village Canadien has developed a Smoking Policy (009:01) which includes the use of marijuana on co-op property. While this policy addresses marijuana's use on co-op property, it does not address growing or cultivation of either marijuana or hemp on co-op grounds or in our housing units. Village Canadien has implemented the following policy:

Growing, cultivating, or maintaining marijuana or hemp plants for personal or medical use is prohibited on co-op property.

The rationale behind this policy is as follow:

- Currently, growing marijuana plants for non-medical use is prohibited by Manitoba's provincial government.
- Although growing, cultivating, and maintaining marijuana or hemp plants for medical use is allowed in Manitoba if an individual has successfully obtained, and has possession of, an AMCR license issued through Health Canada. Village Canadien's policy is that growing either marijuana or hemp for this reason on co-op property is also prohibited.
- Growing marijuana or hemp requires considerable resource consumption by the grower, which the co-op would be paying for, particularly in the case of the apartment units where both hydro and water are included in the monthly housing charge.
- There is insufficient ventilation in our co-op units to support the growth of marijuana or hemp. Cultivation of these products results in additional humidity which may result in mold growth causing a health concern.
- Successful cultivation of these products may require significant alteration of our living spaces. Changes to our electrical systems to accommodate grow lights, ventilation, and humidification may be required, and the cost of remediating the unit upon move out may fall upon the co-op.
- Growing marijuana or hemp creates a strong odour which may be offensive to many people.

