

TORONTO COMMUNITY HOUSING CORPORATION

BOARD MEETING
OCTOBER 7, 2021

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WRITTEN DEPUTATIONS

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Community Benefits Coalition

Rezoning Application: Regent Park Phases 4-5 Pre-Development Spending Authority - Item 2E October 7, 2021 - Board of Directors.

Submitted on Wednesday, October 6th 2021 by the Regent Park Community Benefits Coalition

Regent Park Neighbourhood Association (RPNA) & Community Benefits Coalition (CBC) Response: Securing community benefits in Regent Park Phase 4 & 5 revitalization (Aug 27 City of Toronto/TCHC Document)

The objective of this document is to respond to the Aug 27 document sent by TCHC and the City of Toronto in regards to “securing community benefits in Regent Park Phase 4 & 5 revitalization.” In response, the goal is to state the RPNA Community Benefits Coalition position, provide clarity to the misconceptions/inconsistencies in the Aug. 27 and reaffirm the feasibility for a tri-partie Community Benefits Agreement.

The Coalition was formed by the Regent Park Neighborhood Association (RPNA) comprised of TCHC and Condo residents, with support from local community organizations and the Toronto Community Benefits Network (TCBN).

The Coalition is working with community members, community groups and organizations to leverage equitable local economic development opportunities and community benefits from Regent Park's last phases of revitalization.

Since the announcement of Phases 4 and 5 of revitalization in Regent Park, the RPNA has acted as a key stakeholder to inform Toronto Community Housing Corporation (TCHC) revitalization process through active participation in the Revitalization Working Group and Request for Proposals (RFP) Committee. Through an advocacy approach, the RPNA also convened the Community Benefits Coalition to secure a community seat at the table and ensure an inclusive revitalization process that mitigates social impacts and which addresses the challenges, needs and priorities of the local community who will be most impacted by the development of a mixed income high density neighbourhood.

The coalition is proud of the many accomplishments we have been able to collectively achieve to date with TCHC including the Community Benefits Framework signed in 2019 and co-hosting public community meetings to introduce community benefits and new selected developer partner Tridel. This has been achieved through equitable dialogue, collaboration, codesign and decision-making that we would like to see continue as part of the development, implementation and oversight of the Community Benefits Agreement.

As part of the 2021 City of Toronto staff report on Advancing the Community Benefits Framework, it outlines *"The City cannot achieve systems changes without collaboration with community partners and key stakeholders. These partners and stakeholders have expertise and capacity that the City can leverage as opposed to doing it alone"*. This also speaks to the 12 Principles of Revitalization in Regent Park where #4 highlights *"Involve the community in the process"*.

We are eager to continue to work with the City of Toronto, TCHC and Tridel in this Regent Park approach to community building. While it has been difficult to build new working relationships as TCHC has gone through many staff and executive changes over the past year, we are optimistic that ongoing conversations will be able to achieve the goals the community is seeking to ensure a healthy, safe and complete community. The City of Toronto has extensive experience with pilot projects and one for Phase 4 and 5 of revitalization in Regent Park would help to learn and create processes that amplify the voices of historically underrepresented groups in determining the future of our neighborhood's.

Phase 4&5 Regent Park Community Benefits Agreement - Pilot Project

The RPNA Community Benefits Coalition is seeking a commitment for a tri-partie (also known as hybrid) Community Benefits Agreement, as pilot project, that includes the RPNA as signatory and which reinforces existing municipal and provincial planning policies, bylaws and TCHC procurement levers. This can best support the community's comprehensive vision for economic, physical, social, in kind and environmental benefits as part of Phases 4 and 5 of revitalization in Regent Park. The RPNA does not seek to be a party to TCHCs existing development agreement with Tridel. The proposed CBA would include some of the following elements:

- Identify specific economic, social, physical, environmental and in kind targets, commitments and deliverables as part of Phase 4+5 revitalization
- Identify roles and responsibilities of all stakeholders to support implementation and to meet targets
- Identify plans, partnerships and strategies for community benefits implementation
- Ensure accountability mechanisms - Monitoring, public reporting and Evaluation

Research - Hybrid Models for Community Benefits Agreements

The Toronto Community Benefits Network has acted as a subject matter expert to support the coalition with understanding of research data, best practices and models for Community Benefits Agreements. Their research on hybrid models of multi stakeholder CBAs which include government, developer and community as signatory is included below.

In 2007, as part of the Vancouver Winter Olympic Games Village development agreement between the City of Vancouver and developer, it included a commitment to negotiate a separate tri partie Community Benefits Agreement with the City of Vancouver, developer and coalition agency representatives as signatories.

This is one of many examples of where a hybrid approach has been taken to include community as signatory with government and developer. There is also a long history and recognition of the many Community Benefits Agreements and Impact Benefits Agreements that indigenous communities have been signatory with resource development companies and government.

Community Priorities Report

In 2019, the RPNA Community Benefits Coalition published a Community Benefits Priorities Report which outlined key priorities as identified through community consultation meetings, surveys and previous studies like the Social Development Plan and TCHC Community Conversations Report. Key themes in the report include:

- Community controlled and governed space(s)
- Decent work including apprenticeships, local priority hiring with full times jobs and living wages
- Social procurement purchasing good and services from local businesses and social enterprises
- Affordable commercial and retail spaces for local entrepreneurs and diverse owned businesses
- Affordable housing options including rent geared to income and rent to own
- Sustainable financial infrastructure for social development like a community controlled endowment fund
- Community Programs for vulnerable youth, seniors and people with disabilities
- Resident engagement through building design and planning, retail uses and community benefits implementation

Last December, Toronto Community Housing Corporation (TCHC) selected Tridel as the development partner for Phase 4 and 5 of revitalization in Regent Park. As part of the procurement process, TCHC secured \$26.8M to support community benefits including local employment, scholarships, training and funding for the Social Development plan. While we welcome this investment in supporting some community benefits priorities, many gaps remain to ensure that Phases 4 and 5 of Regent Park revitalization supports a just, inclusive and sustainable vision that can support a safe, healthy and sustainable community where everyone can work, live and play.

We expect the Community Benefits Agreement to reflect these key community priorities in addition to the feedback secured from the ongoing community engagement process hosted by Tridel, TCHC and City of Toronto Planning.

Many of the community priorities are aligned with existing City policies and initiatives including the Poverty Reduction Strategy (2015), Youth Equity Strategy (2014), Toronto Action Plan to Confront Anti Black Racism (2016), Social Procurement Program (2017), Toronto Senior Strategy 2.0 (2018), Community Benefits Framework (2019), Resilience Strategy (2019) and HousingTO 2020-2030 Action Plan (2020).

Clarification and Response to August 27 TCHC/City Document

Statement	Response	Clarification
<p>“The Regent Park Neighborhood Association (RPNA) has communicated strong interest to become a third party signatory to the existing two party Community Benefits Agreement (CBA) between Tridel Builders Inc. and the Toronto Community Housing Corporation” (p.1).</p>	<ul style="list-style-type: none"> • This is incorrect, the RPNA does not want to be a tri-partie signatory to the existing developer agreement between TCHC and Tridel, instead we want to pull out benefits and reinforce tools from that developer agreement into a Community Benefits Agreement that is tri-partie (RPNA, TCHC and Tridel). 	
<p>“In April 2021, RPNA ceased to further discuss the Terms of Reference. They indicated their interest to become a third party signatory to the existing TCHC-Tridel agreement before proceeding any further. This position is inconsistent and conflicting with the existing terms of the signed Community Benefits Framework between TCHC and RPNA” (p. 5)</p>	<ul style="list-style-type: none"> • CBC did not suspend the meetings. There was a mutual agreement to move the conversation with the tri-partie agreement item alone for further discussion with the City of Toronto. 	
<p>“The City’s Community Benefits Framework states tripartite agreements are not feasible or necessary when community benefits clauses are already embedded in City contracts, as is the case with the TCHC-Tridel Memorandum of Understanding and Community Benefits Agreement” (p.5).</p>	<ul style="list-style-type: none"> • There is language however in the City’s 2021 Advancing the Community Benefits Framework document that indicates “the City of Toronto has signed one separate community benefits agreement (Rexdale CBA), which was leveraged through a unique opportunity related to the expansion of gaming at Casino Woodbine” (p. 11). • Furthermore in the same document it states “The City of Toronto, with community partners 	<ul style="list-style-type: none"> • Is there a citation for this in the document where it actually says that tripartite agreements are not feasible?

	<p>and key stakeholders, is working towards co-designing new models for a strong foundation for community benefits implementation. The City sees itself as a system player, a connector and an innovator. The City cannot achieve systems changes without collaboration with community partners and key stakeholders. These partners and stakeholders have expertise and capacity that the City can leverage as opposed to doing it alone" (p. 18).</p> <ul style="list-style-type: none"> ○ If the language indicates that new models will be designed for community benefits implementation, why then does the research provided by TCBN on the feasibility of tri-partie agreements and examples of such agreements across Canada get disregarded? Furthermore, what about impact benefits agreements and the legacy of Indigenous peoples in Canada? 	
<p>"It is important to note that Tridel Builders, Inc. has no legal obligation to reopen the terms of the existing Development Agreement and no obligation to take on any additional cost or risk associated with a tripartite agreement. The legal and financial risks to TCHC, to the current and future Regent Park residents and to the public good by re-opening the agreement and adding a third party community signatory are significant" (p. 5).</p>	<ul style="list-style-type: none"> ● Again, this is a key misconception as we do not want to re-open or be a part of the developer agreement, rather we want to be signatory on a separate tri-party CBA. 	

<p>“The cornerstone of Toronto’s Community Benefits Framework approach is the use of City authority and levers to secure and enforce implementation of community benefits. By using legally binding City contracts to embed and secure community benefits, the City assumes the role of contract enforcer and in doing so, dedicates City resources to set hard, measurable targets, and implement, monitor and enforce community benefits” (p.6).</p>		<ul style="list-style-type: none"> • How does this work when TCHC is a City of Toronto body and instead becomes the enforcer? Is there not a conflict here
<p>“Therefore, Toronto’s approach to community benefits does not require a third party community signatory on a City contract, or separate community benefits agreements with community signatories. This point was highlighted in the 2021 staff report “Advancing the Community Benefits Framework” and reflected in City Council’s decision. The report stated: “It is not feasible or necessary to create separate community benefits agreements (CBAs) [with community signatories] that would be in addition to community benefits requirements that are secured and enforced in City contracts through City authority or levers (E.g. procurement, lease agreements).” (p.6).</p>	<ul style="list-style-type: none"> • The approach may not require a separate community benefits agreement, but it has been done before as stated in the same paragraph of that document on p.11 in reference to the woodbine example: “the City of Toronto has signed one separate community benefits agreement (Rexdale CBA), which was leveraged through a unique opportunity related to the expansion of gaming at Casino Woodbine” (p.11). 	

<p>“1.City of Toronto contracts offer the strongest mechanism to secure and enforce community benefits. It is most effective to use City levers and authority to establish community benefits clauses that are enforceable in City-Service Provider contracts” (p. 7).</p>	<ul style="list-style-type: none"> ● We agree that the city is an effective lever. However we are advocating to enhance that with community accountability. ● Furthermore, we want to codesign the content of the final community benefits agreement. RPNA does not want a repeat of contractor Daniels (phases 1-3) imposing a black box in terms of community benefits. City and TCHC have not been a proven earnest negotiator for the Regent Park community. 	<ul style="list-style-type: none"> ● Explain how TCHC’s mechanisms are similar to the city’s enforceability of Community Benefits.
<p>“1a. City divisions, agencies and corporations can embed community benefits requirements in their contracts. By doing so, if the community benefit clauses are not met, the City can use the contract obligations, requirements and remedies set out in that same contract to pursue a penalty or remedy for non compliance” (p. 7).</p>		<ul style="list-style-type: none"> ● What was embedded into the clauses? Who embedded these clauses - the community or TCHC? ● What are those remedies? The community would like to be in partnership for the remedies.
<p>“1 b. There is widespread agreement among the City and its stakeholders that community benefits clauses in contracts without any City authority or ability for enforcement are of minimal value. The creation of a separate "community benefits agreement" is not considered a "City contract" because there is no City of Toronto authority to enforce the terms of a CBA⁵. If the developer does not perform, the only remedy is through the court system, which would be an expensive and lengthy process. A separate CBA could not be enforced through any City authority and therefore, is not a best practice model. Therefore, separate CBAs are not feasible nor</p>	<ul style="list-style-type: none"> ● This is a misunderstanding: We are not asking for a separate CBA without the City. ● We want a hybrid model - one that reinforces the City of Toronto’s levers, while including Community and Tridel/TCHC. ● Example: Vancouver: Olympic Village - False Creek (hybrid CBA model) <ul style="list-style-type: none"> ○ Signatories were the developer (Millennium Southeast False Creek Properties Ltd.), the City (The City of Vancouver) and the community (Building Opportunities with Business Inner-City Society (BOB) ○ (refer to the CBA models 	<ul style="list-style-type: none"> ● Would the City of Toronto authority not be TCHC (as they would be 1 of 3 parties that sign the tri-partie CBA)?

<p>recommended by the City's Community Benefits Framework” (p. 7).</p>	<p>research document that was prepared by TCBN and shared previously for other examples and further information)</p>	
<p>“2. The City of Toronto must be able to act independently in City contracts. The City, its agencies and corporations, must be able to act independently to exercise their rights to negotiate contracts that require contractors to deliver public infrastructure, services and/or goods that meet the City’s multiple needs and requirements, as well as remain flexible to address changing situations on a project, including scope of work, as required.</p> <p>Adding a third party community signatory to a City contract, thereby making the City contract a tripartite agreement, is not feasible. The following are risks that may result by adding a third party community signatory into City contracts.” (p. 7)</p>	<ul style="list-style-type: none"> ● Language indicating that the city has to act independently in city contracts is contradicting when considering the language in the 2021 Advancing Community Benefits Framework document: <ul style="list-style-type: none"> ○ “The City of Toronto, with community partners and key stakeholders, is working towards co-designing new models for a strong foundation for community benefits implementation. The City sees itself as a system player, a connector and an innovator. The City cannot achieve systems changes without collaboration with community partners and key stakeholders. These partners and stakeholders have expertise and capacity that the City can leverage as opposed to doing it alone” (p. 18). ● The City has to work with the community to co-develop community benefits that meet the needs of local communities. ● Community is seeking more transparency and accountability as part of phases 4-5. The best way to do this is part of a separate tri-partie CBA agreement. 	<ul style="list-style-type: none"> ● If the final CBA is party or 3 party agreement is the City of Toronto still not independent through the acknowledgment of existing levers in its contracts?

<p>“2.a. City of Toronto procurement processes must meet standards of fairness and transparency and ensure budgets and timelines are met. There are often policies and by-laws that must be followed. Introducing a third party may impact the negotiations of the procurement or otherwise act in a manner that may delay or impede the award of a procurement contract leading to the delay of the delivery of the public services and/or goods” (p. 8).</p>	<ul style="list-style-type: none"> ● We understand that processes must be fair and transparent. ● Community involvement is essential in dealing with community benefits and appropriate timelines should be added for community engagement ● The community and RPNA have already been key stakeholders in being involved in the Phase 4&5 revitalization ● Examples: <ul style="list-style-type: none"> ○ Revitalization Working Group - RPNA and community participation in early development of the Phase 4&5 revitalization process ○ RFP Committee - RPNA and community participation to review Request for Proposals and provide recommendations ○ Review Memorandum of Understanding and \$26.8 economic community benefits commitments put forward by Tridel 	<ul style="list-style-type: none"> ● Community involvement will not hinder or impede the work of the contract but enhance the process.
<p>“2.b. By adding a third party community signatory, there are risks that may prevent the City, its agencies and corporations, from maintaining the ability they require to establish and enforce contracts to deliver the required public services and public goods on time and on budget, and in compliance with the required policies, governance regimes and legislation” (p. 8)</p>		<ul style="list-style-type: none"> ● Please list the risks that may prevent the city from being a signatory to a separate tri-partie CBA?
<p>“2c. The addition of a third party community signatory may prompt developers to increase prices in RFP and tender bids to buffer anticipated risks. Such risks</p>	<ul style="list-style-type: none"> ● The community is seeking to be involved in CB where the community is concerned. ● Like any other organization just like TCHC there are changes, disagreements and turnovers. 	<ul style="list-style-type: none"> ● What kind of sign offs would the RPNA be involved in as a 3rd party signatory? ● What increases in

<p>include possible community leadership turnover or dissention in a particular community group or coalition, leading to difficulties in reaching timely sign off from the group, expression of different positions from competing community groups or lack of transparency or rigour within an organization in choosing members or electing leaders who represent all facets of the community” (p. 8).</p>	<p>RPNA is committed to making decisions in a transparent & vigorous way that represent all facets of the community.</p> <ul style="list-style-type: none"> ● RPNA is seeking incorporation to have the legal status and responsibilities to fulfil contractual obligations. 	<p>prices would be in the RFP process? Given that Community is involved in the CBA and not all of the revit process.</p>
<p>“TCHC is proposing the creation of a Regent Park Community Benefits Declaration which it would develop with the Community Benefits Oversight Working Group, which would play a key role in making recommendations with respect to the community economic benefits to be provided pursuant to the agreement between TCHC and Tridel” (p.8).</p>	<ul style="list-style-type: none"> ● A declaration would not be necessary as we do not want to be involved with the agreement between TCHC and Tridel, rather we want a separate CBA agreement on which we are signatory and is a tri-partie agreement. ● This is why the Woodbine CBA is the prime example, as the work was embedded in the CBA. (additional benefits were secured through zoning as conditions were tied to zoning requirements) - (TCBN has prepared research on this) 	

As the RPNA and CBC, we have been directly engaged with TCHC since the start of phases 4-5 revitalization process and have achieved meaningful outcomes like the Community Benefits Framework which was signed in 2019. Over this time, many issues have been raised and addressed in a collaborative manner. The opportunity for a tri-partie CBA, as a pilot project in Regent Park can demonstrate the City’s mandate to work collaboratively and involve the community in a meaningful way to mitigate the social impacts of revitalization while securing positive economic, social, physical, in kind and environmental benefits for the community who will be most impacted by Phase 4 and 5.

The CBC wants to reinforce the need for tri-partie CBA. The objective of this document was to respond to some of the comments made in the August 27 document prepared by the City of Toronto and TCHC. Inconsistencies and misconceptions have hopefully been cleared up. This is again an opportunity for past tri-partie agreements (across Canada) to be brought into the fold, especially considering the legacy of Indigenous peoples and Impact Benefits Agreements. A tri-partie CBA not only allows for past models to be adopted and improved on however, it will also allow the City of Toronto and TCHC to be partners in honouring Indigenous legacy.

Rezoning of Phases 4 & 5:

- **Delay the** submission of the application this December 2021. The community should get an opportunity to identify community assets during the one year community benefits consultation process, before the rezoning application is initiated by TCHC and the City of Toronto.
- Work collaboratively with RPNA, CBC to identify community assets that should be included in the rezoning application.
- Involve the community in the co-creation of solutions catered for Regent Park by providing an opportunity for residents to be involved in the decision-making process.
- Please note that the community benefits consultations start in January 2022.

A CBA clear commitments Before the rezoning application.

We want the following commitments:

1. A commitment in writing, that a tri-partie CBA that will be signed by Tridel/TCHC, and the RPNA.
2. The CBOWG (Community Benefits Oversight Working Group) will act as a decision making body with respect to the following community benefits:
 1. Allocating the \$26.8 million dollars secured through the procurement process
 2. Any allotment to the SDP should be cash value and distributed through the deep dive SDP process
3. Community governed/controlled space as specified in Community priorities report.
4. Updates of Reports/Studies/Strategies:
 1. CBOWG or CBC needs to consent to the accuracy of the Community Services and Facility Study and Strategy and be able to change/approve before it is submitted to the city
5. RPNA and CBC identified as a key stakeholder in the public consultation strategy report

1. Public consultation strategy report should identify a specific consultation meeting for Regent Park residents to discuss community benefits and mitigation strategies to address social impacts from any increase in density
6. Master Plan Application: A copy of the application should be circulated to the RPNA and CBC prior to submission to the City of Toronto

Submitted by the Regent Park Community Benefits Coalition.

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TCBN - Resource Sheet (CBA's - Community as Signatories) Gagan Nijjar

Objective: The objective of this document is to consolidate different Community Benefits Agreements (CBA) where 'community' is a signatory. This includes CBA's in Canada and the United States and it also includes Impact Benefit Agreements pertaining to Indigenous Peoples.

Introduction: To begin, please see the following [table](#) that charts 4 different models of CBA's, our focus for this document will be private CBA's (between developer and community) and also hybrid/multi-party CBA's (between developer, community group and city/government agency).

CATEGORY	DESCRIPTION	PROS	CONS	NOTES/EXAMPLES
PRIVATE CBAs	Contract between community group(s) and private developers	<ul style="list-style-type: none"> • Can provide strongest results for community groups as they have direct hand in negotiating and approving benefits and language as well as direct ability to enforce • Generally includes strong reporting and meeting requirements • Often includes a settlement or cooperation agreement that guarantees community support for project and that community will refrain from litigation (or cease legal action) 	<ul style="list-style-type: none"> • Lack of incorporated/legal entity to sign on community side or multiple community signatories • Sustainability of coalition over long-term can be an issue • Community resources may not be sufficient to monitor and enforce agreement if developer doesn't deliver • Successor enforcement can be difficult (subsequent landowners, tenants, contractors, etc.) 	Ballpark Village, San Diego; Atlantic Yards, NY; Staples Arena, LA
PUBLIC CBAs	Community benefit clauses included in contract between government or public agency and a developer or contractor	<ul style="list-style-type: none"> • Can involve substantial public participation and address a range of issues if the agency undertakes full engagement • Detailed and enforceable • Sophisticated parties on both sides in negotiations • Often carries political support 	<ul style="list-style-type: none"> • In the U.S, subject to range of restrictions on government actions • Can be done with little or no community engagement and thus may lack full transparency or be politicized • Can fail to be enforced fully due to change in focus of agency, staff turnover or workload, subsequent amendments, lack of in-house expertise, political changes, etc. 	Cherokee-Gates Rubber redevelopment project in Denver; Yale Cancer Centre in New Haven; Oak-to-Ninth project in Oakland

<p>PUBLIC CBA WITH CO-OPERATION (OR SETTLEMENT) AGREEMENT</p>	<p>Contract between government or public agency and a developer plus separate agreement between government or public agency and community</p>	<ul style="list-style-type: none"> • Agency-community agreement can include commitments by agency not to amend/change key parts of its agreement with developer • Provides assurances to community re commitments and grants community legally enforceable rights vis-à-vis agency • Can ensure more public support and forestall litigation by including release of claims • Useful when developer won't negotiate with community groups 	<ul style="list-style-type: none"> • More complicated because two different agreements • Government/agency may not be willing to provide enforceability by community party and/or may wish to retain flexibility for subsequent amendments • Developer may be unwilling to be effectively bound by an agreement to which it was not a party 	<p>LAX and Grand Avenue (LA)</p>
<p>HYBRID OR MULTI-PARTY (THREE-WAY) AGREEMENT</p>	<p>CBA signed by developer, government/agency, and community group(s)</p>	<ul style="list-style-type: none"> • Cleaner as all three are parties to the agreement with distinct roles, rights and responsibilities • Embeds CBA provisions into development agreement • Enforceable by community as well as agency and developer 	<ul style="list-style-type: none"> • Rare that any one community group represents the whole so multiple community signators still possible • If agency is unwilling to monitor and enforce, leaves community to enforce – but community may not have resources to do so effectively (requirement for an independent compliance officer is found in some more recent agreements to address this issue). 	<p>Vancouver (Olympic Village – False Creek)</p> <ul style="list-style-type: none"> • Development agreement signed between city and developer included an agreement to negotiate a separate CBA between developer and nonprofit agency (BOB) – subsequently agreed city should also be a party • BOB worked with a coalition of inner-city agencies, organizations and individuals; city played key facilitative role

Examining the **Private CBA's** section first, it provides the strongest results for the community - an ability to directly be at the table when it comes to negotiations and accountability. On the flipside, it also presents challenges, primarily when it comes to resources and solely involving community limits the ability to use and access resources that may otherwise be prevalent when say the city is involved. Another issue is enforcement, considering that it is solely up to the community to enforce the parameters of the agreement, lacking a legal entity to back them up.

Examining the **Hybrid CBA's** section, it provides the best long-term results when it comes to resources, accountability and enforcement as in addition to the developer and community, you also have the city/government agency involved. It hopefully also takes away the biggest concern from Private CBA's when it comes to resources and enforcement as the additional backing from the city/government agency can help with these areas.

Canadian Models:

Vancouver: Olympic Village - False Creek (Hybrid CBA Model)

Signatories: 1) Millennium Southeast False Creek Properties Ltd. (Millennium); 2) The City of Vancouver; 3) Building Opportunities with Business Inner-City Society (BOB)

Summary:

- On September 24, 2007, a Community Benefits Agreement (CBA) was signed for the development of a 7-hectare site in Southeast False Creek. Signed by Millennium Southeast False Creek Properties Ltd. (Millennium), the City of Vancouver, and Building Opportunities with Business Inner-City Society (BOB), this agreement spelled out

several commitments and targets that would see that the build out of the site would deliver direct benefits to Vancouver's inner-city residents and businesses.

- The key targets identified in the agreement were 100 entry-level construction jobs for inner-city residents and \$15million in procurement from inner-city businesses. The developer, Millennium, committed \$750,000 to support employment training and procurement initiatives. **BOB was designated as the community organization responsible for managing the implementation of the agreement with the City and Millennium.**
- BOB served as the primary negotiator and representative for the inner-city community during the negotiations. A coalition of innercity agencies, organizations and individuals known as the Fast Track to Employment Coalition continued to advise BOB on preferred terms for the CBA. During this period, the City of Vancouver played a key facilitative role encouraging resolution and good-faith negotiations through what proved to be, at times, a difficult and slow process with the community and the developer at times very far apart. With no template in hand to guide the process or agreement terms, the parties were challenged to craft an agreement that could be accepted by all parties.

Concerns:

- While a very effective working relationship developed between the three parties to the agreement, the formality of an Oversight Committee, regular meetings and reporting never really evolved. When issues arose around the implementation of the agreement, the ease of communication between the parties allowed for informal and timely resolution. Jody Andrews from the City of Vancouver in his role as Committee Chair did not regularly bring the group together but played a key facilitative and problem-solving role. He met regularly but separately with BOB CEO Shirley Chan and with Millennium's representative Shahram Malek.
- There is an opportunity for improvement, however, on the community engagement front. Some inner-city organizations feel strongly that their role in shaping the agreement was largely forgotten once the terms were set and the agreement signed. As one community stakeholder put it, "the professionals took over" and the community was forgotten. This perceived distancing from the community despite BOB's attendance at FTEC meetings through the management and implementation phases has left some organizations in the inner-city frustrated and doubtful of the value of agreements such as this. Increased reporting out and a role for active and interested community groups in the governance and delivery of the agreement could strengthen this and other CBAs.

East Side Road Authority (ESRA) and 13 First Nations Communities (Private CBA Model)

Summary:

- East Side Road Authority (ESRA) was given the mandate from the Manitoba provincial government to construct an all-season road linking 13 First Nation communities, one of the key components of its mandate was to ensure that the construction of the road was carried out in a manner that provides benefits to the affected First Nation communities. Since 2009, ESRA has been working with each of the First Nation communities to create

and increase benefits to the communities, through the use of Community Benefits Agreements.

- The goal of the Community Benefits Agreements is to have First Nation-owned, COR certified construction companies in each of the 13 communities. ESRA works in partnership with each community to establish these companies and to develop and mentor the company employees in all facets of the company: construction, project management, safety and environmental management, asset management and financial management. ESRA negotiates untendered, multimillion dollar contracts with First Nation owned construction companies to provide preconstruction and construction services related to the all-season road project. With the experience gained from working with ESRA, companies are then in a position to bid competitively on the road construction contracts.
- Included in the CBA:
 - A requirement to establish a separate, incorporated entity that is wholly owned and controlled by the First Nation. This corporation will be the entity which enters into contracts with ESRA.
 - A requirement to create and keep a set of accounts and financial reports separate and apart from the other First Nation activities.
 - A requirement that shareholder dividends of the corporation may only be paid when the corporation is in a for-profit position, and with prior approval of ESRA.
 - A requirement that ESRA have co-signing authority on all cheques written on the corporation's bank account; and
 - A requirement that all joint ventures, partnerships or untendered sub-contract arrangements are subject to ESRA's approval.
- The underlying principles behind these risk management practices include transparency, accountability, and sustainable economic development for the First Nations. The risk management practices are the same in all CBAs, and apply equally to all First Nations.

USA Models:

[New York City - Atlantic Yards](#) (Private CBA Model)

Summary:

- The first New York CBA was completed in 2005 in relation to the \$3.5 billion development of the Atlantic Yards arena, future home to the Nets basketball team, and an attached residential and office complex to be made up of several high-rise buildings.
- The agreement was negotiated by eight community groups and was based on the Staples Center CBA. It includes affordable housing, living wage, first source and minority hiring provisions, and it also offers the perks of free basketball tickets for neighborhood residents and the construction of a daycare center. Reaction to the agreement has not been completely positive, however. First, unlike the agreements reached in California, the Atlantic Yards CBA is not incorporated into a development agreement with the city, making enforcement possibly more difficult. Secondly, concerns have been raised in relation to the propriety of the CBA negotiating process. It has been suggested the eight-

member coalition did not adequately represent the needs of the Brooklyn community, and critics have pointed out that several of the coalition members will receive funds from the developer, Forest City Ratner, as part of the deal. Given that the Atlantic Yards project will ultimately receive more than \$200 million in state and city funds, it has even been suggested that the CBA is inherently undemocratic in its exclusion of the broader New York City and state community.

- Issues: lack of enforcement and failure to follow up on promises have left the agreement ineffective.

San Diego - Ballpark Village Project (Private CBA Model)

Summary:

- Ballpark Village project was a massive mixed-use development project in San Diego, and local action groups (ACCORD - A Community Coalition for Responsible Development) negotiated a community benefits agreement that included provisions for affordable housing units, a living wage, and competitive benefits for workers. At the last minute, developers added last-minute provisions to the agreement that halved the amount of onsite affordable housing, increasing the amount of affordable housing units outside the immediate neighborhood. In addition, residents waived all ability to sue for environmental disturbances due to construction. Despite its initial difficulties, however, the CBA has generally been received positively by the community.

Pittsburgh - Hill District (Hybrid CBA Model)

Summary:

- CBA signed by several public entities as well as community groups and a private company. The One Hill CBA Coalition negotiated the deal with the owners of the Pittsburgh Penguins hockey team, as well as the City of Pittsburgh, Allegheny County and the county Sports and Exhibition Authority. The \$750 million project includes a new arena for the Penguins and redevelopment of the arena where the team currently plays.
- The One Hill CBA Coalition was formed in April 2007 when city and county officially agreed to subsidize a new arena for the team in the city's Hill District. The Coalition consists of 97 community groups, church groups, small businesses and historic preservation groups.

Links and Resources:

https://www.evergreen.ca/downloads/pdfs/HousingActionLab/TowerRenewal_Report_FINAL.pdf

<https://ccednet-rcdec.ca/sites/ccednet-rcdec.ca/files/frederickson.pdf>

https://ccednet-rcdec.ca/sites/ccednet-rcdec.ca/files/cba_evaluation_final_report_building_on_successjuly_16_09.pdf

<https://community-wealth.org/sites/clone.community-wealth.org/files/downloads/article-salkin.pdf>

<https://www.forworkingfamilies.org/sites/default/files/documents/Ballpark%20CBA.pdf>

<https://www.houstoncba.org/education>

<https://www.forworkingfamilies.org/sites/default/files/documents/HillDistrictCBA.pdf>

<https://www.goodjobsfirst.org/cba-moves-forward-pittsburgh>

Community Benefits Terminology

Community Benefits

Community benefits are a wide spectrum of benefits that could be leveraged from public or private infrastructure investments to support local neighbourhoods, as defined by the local community. Community benefits can range from good jobs and apprenticeships to social procurement to neighbourhood improvements like building affordable housing and other priorities

Community Benefits Framework

A Community Benefits Framework is a set of guiding principles that informs commitments and process to achieve community benefits. A Community Benefits Framework can vary from project specific to neighbourhood specific (community led) to jurisdictional wide.

Signed between: Contracting Authority and Community Coalition

Community Benefits Declaration/Memorandum of Understanding (MOU)

Community Benefits Declaration is a signed statement prepared by the project Owner/Funder (e.g., Metrolinx) that announces the Community Benefits Framework it has entered into with the designated Community Partner, (e.g., TCBN) to achieve the range of benefits it has agreed to for the community. It describes the guiding principles it aspires to as set out in the Framework Document, the obligations and commitments of the Contracting authority and/or Developer to the community, and an approach to achieving the commitments.

Signed between: Contracting Authority, Community Coalition and Developer

Community Benefits Agreement (CBA)

A Community Benefits Agreement (CBA) is a legally binding contract between a project Owner/Funder, Community coalition and the Developer who has won the bid for a development project. The CBA sets forth a range of community benefits that will be included in the project, that result from substantial community consultation and involvement.

Based on practices in Canada, the US and elsewhere, a CBA is defined by:

1. A signed, legally enforceable agreement, having clear monitoring and enforcement mechanisms;
2. Specificity to a particular construction project (rather than an institutional policy);
3. An inclusive, collaborative and accountable process of leveraging a development project towards achieving a broader range of policy objectives such as equity, poverty reduction, environmental sustainability and local economic development
4. A CBA details in writing the specific benefits that a community will receive from a given development project. These benefits might include equitable hiring practices, funding for training and apprenticeships, neighbourhood improvements, social procurement, etc.;
5. There is substantial community involvement** in all phases of the CBA.

Signed between: Contracting Authority and Developer, Coalition may also be signatory

Community Benefits Program

A Community Benefits Program also known as the Implementation plan is the overall document prepared by the Contractor (may be co-developed with community), that outlines the approach and process it will be using to fully realize the community benefits specified in the Community Benefits Agreement or Framework. It generally contains the following details:

- A Community Benefits Plan that describes the steps/partnerships the Contractor will take to implement the community benefits it has committed to providing
- An Employment Plan that describes the approach and steps the Contractor will take to ensure that it will meet its agreed to hiring goals for apprentices, or hiring by its subcontractors and/or commercial tenants
- A Community Benefits Liaison Plan is prepared jointly by the key project stakeholders, (Owner, Contractor, Community Representatives) and describes how the Community Benefits Program will be promoted and implemented in the community

Project Agreement

The Project Agreement is the primary agreement between the Owner/Funder and the selected contractor to deliver the project. The agreement outlines the specific deliverables including the design, build, financing, maintenance and/or operations of the infrastructure project.

Signed between: Contracting Authority and Developer

Project Labour Agreement (PLA)

A project labour agreement consists of a general section setting out terms applicable to all employees and sub-agreements that are applicable to particular unions or groups of unions representing employees on a project. PLAs may also extend to non-union contractors performing work on a project. These agreements are more common on large public infrastructure projects.

Signed between: Contracting Authority and Unions

Social Procurement

Social procurement leverages the purchasing power of anchor institutions and the private sector to support social enterprises and/or aboriginal and minority owned businesses through procurement. These institutions who embed social procurement practices use innovative market-based opportunities to create social impact through existing purchasing.

Equity Impact Assessment

Equity impact assessments are a process used by community groups, organizations and government to assist the public and decision makers to determine and manage the effects of proposed projects on equity seeking groups and community members from historically disadvantaged communities. The purpose is to identify and address existing or potential equity impacts resulting from policy and planning development.

Community Involvement**

TCBN defines community involvement as going beyond public consultation and into direct engagement on a development project. It is expected that an “involved” community group will be recognized by the project’s principle parties (the contracting authority or developer and the contractor) as a partner with roles in the design, implementation, performance monitoring, enforcement and overall evaluation for a development project on matters relating to the community benefits that have been mutually agreed as project objectives.

Target Groups for Community Benefits

At TCBN, community benefits is focused on the local community in which the project occurs and residents of Toronto that are from historically disadvantaged communities and equity seeking groups. We define historically disadvantaged communities and equity seeking groups as: Groups residing in the City of Toronto’s 31 neighbourhoods identified as falling below the Neighbourhood Equity Score and requiring special attention (these neighbourhoods have been termed Neighbourhood Improvement Areas), Women, newcomers, youth, individuals who are members of visible minorities (racialized groups), Indigenous people, people with different abilities and veterans

TCHC BofD – October 7th, 2021 (Item 2J Community Safety Advisory Committee)

There is no member of the Community Safety Unit that is a member of this committee. Obviously they could inform any decision making capabilities by informing this committee of why or why not a suggested action plan will work. Nor any TCHC tenants other than the Tenant Board Members who have been invited to this committee who may have lived experience that could directly speak to issues that this committee purports to plan on dealing with. Nor does this committee specifically identify installing cameras on every floor of every building. The very least you could do is ensure that ALL TENANTS HAVE ACCESS TO THE LOBBY CAMERAS!!! Not just those signed up with a specific telecommunications company.

While you're defining the Key Performance Indicators for the deliverables that you have identified you could be moving ahead with those discussions that need to take place with those telecommunications companies that have their cell towers on our roof tops.

That whole privacy excuse for not having access to lobby cameras or installing adequate coverage within our buildings is getting really old. TCHC giving all tenants free internet access seems so much more complicated than granting us all access to our lobby cameras. Just sayin'.

Attchment 1 Charter

“The CSAC shall be supported by staff from TCHC and City of Toronto, with expertise and accountability for community safety, security, community development, partnership

development, and stakeholder relations, as designated by the President and Chief Executive Officer.”

Arguably the biggest 'stakeholder' is the tenants. Yet we are so far removed from you discussions as if we are just pawns on a chess board. Maybe if you involved tenants in a more proactive manner you wouldn't have to be chasing your tails as you triage communities that have had a higher than acceptable number of incidents. Another area that I believe tenant empowerment would be a more effective methodology than simple engagement.

Deputation - Cheryl Duggan

Item 2K - Work Plan for Comparison of TCHC to Other Social Housing Providers

BOARD Public Meeting - October 7, 2021

TCHC BofD – October 7th, 2021 (Item 2K Comparison of TCHC to Other Social Housing Providers)

Honestly, you shouldn't be comparing yourselves to them. They should be comparing themselves to TCHC. As the largest in Canada and second largest in North America TCHC is unique positions to become a leader in something ... anything. I'm still waiting on TCHC becoming an industry leader in recycling. Thankfully I wasn't holding my breathe.

I have something else in mind where TCHC should become the leader. This is an idea that rightly should have come from the city itself. If as the city website claims “[f]ood waste reduction is a key part of the City's Long Term Waste Management Strategy” there should be a focus on not just individual households but big corporate food waste diversion.

In addition the City of Toronto CABR Unit tweeted about seeking Black food enthusiasts (I think they meant food advocates LOL) I understand it's new territory for the city.

Otherwise, I do have the experience of voluntarily operating a satellite food bank for a year in the TCHC building where I live. As I have been doing this I have come up with a three layer mapping idea that the City of Toronto, or TCHC, itself should have created long ago.

The base map is TCHC communities. The middle map would be the grocery stores, drug stores, big box store with direct links to each specific TCHC community. The top map would be the area agency or staff person (TCHC Community Service

Coordinator would suffice to start if there is no agency lead) that would coordinate delivery of food and other items that the above mentioned stores would discard based on best before dates and not expiry dates. Those best before dates are as flexible as 6 months depending on type of packaging (fresh versus canned) and how the items are stored (shelf versus freezer).

I find it distasteful that TCHC has boasted on social media recently about handing out \$35,000 in donated food and restaurant gift cards in the downtown core. As I tweeted back to the brag “[W]ouldn't it be more of an achievement to say that @Tohousing redistributed 35,000 pounds of food from supermarkets and bug box stores to tenants with food security issues. Those might be partnerships worth looking into.”

In the last few weeks I have personally been on food donation pickup runs to Starbucks, Lindt, Shoppers Drug Mart, Daily Blends & two different Longos locations. (That was after the charitable organization that used to do the pickups had driver issues.) I have learned that at least one supermarket chain has a commitment to reduce food waste by at least 50% by 2025. So why don't we make it easier for them to meet their goals while we address the inequality and food security issues within the current system?

Bottom map layer – TCHC communities/hubs

Middle map layer – grocery store, drug store, big box store, coffee shop, restaurants, food vendors

Top layer – agency or TCHC staff position in charge of pick up, volunteer management, sorting and distribution (Unfortunately, there is only one of me and I'm kinda busy.)

The City of Toronto should lead this (macro) corporate food redistribution initiative as it expands on its current efforts to reduce food waste at a (micro) household level. I'd be happy to provide a quote or two for the press release.

It's about time that TCHC acknowledge when the grand ideas come from tenants. That's just one of the differences between tenant engagement and tenant empowerment.

TCHC BofD - October 17th, 2021 (Item 2L COVID-19 Response Update)

Does TCHC have any idea what percentage of their staff/tenants are fully vaccinated?

Does TCHC have a policy in place to ensure that contractors are vaccinated?

Does TCHC have any direct knowledge of when the third shot (aka booster) will be available to staff/tenants?

Does TCHC have any idea how many staff/tenants we have lost to COVID?

Does TCHC plan to implement a double vax pass policy in order for tenants to use indoor community space like exercise rooms when they reopen?

Does TCHC have any idea as to the number of staff that would be eligible to continue working from home post-COVID? (How might those decisions impact service delivery?)

Deputation - Lena Valenzuela
Item 2L - TCHC COVID-19 Response Update
BOARD Public Meeting - October 7, 2021

My name is Lena Valenzuela and I am a mother, an aunt, a sister and a caretaker for my elders. I live in 150 Dan Leckie Way and am a resident of TCH.

But I would first like to acknowledge that we are hosted on the lands of the Mississaugas of the Anishinaabe, the Haudenosaunee Confederacy and the Wendat. And also recognize the enduring presence of all First Nations, Metís and the Inuit peoples.

Secondly I want to say that I do not have the tools to rationalize the immeasurable pain faced by these communities and their families, let alone fathom, the systemic generational exposure to a system that silences them and to people who feel entitled to behave violently in an effort to police the behaviour of our children and the life of women of colour trying to survive in cities.

I am here to address Item 2L TCHC COVID RESPONSE and raise the issue of INCREASED VIOLENCE SINCE COVID TO SINGLE BLACK MOTHERS AND WOMEN OF COLOUR IN MY COMMUNITY.

The vulnerability and pressure we have been under deserves not only the attention of this board but also from the media. The fragile position we have been put in by our local management office (GREENEIN), SCU (Security Community Unit) and our municipal representatives is painful to articulate and yet we depend on them all to be safe and raise our children with dignity.

Therefore I would like to address four incidents just to give you an idea of what an underhoused single mother has experienced since the beginning of the COVID Pandemic. I will request simple and clear actions from this board but I want to make clear that there is a lot more to be done because the harm and violence towards single mothers is INVISIBLE.

1) February 2020: Stroller taken by management.

The day our family doctor suspected my child might have COVID, he suggested not bring the stroller into our small until until fully disinfected. Within less than an hour of our arrival my local management office took our stroller. I thought it was stolen because I received no phonecall or knock.

With my baby in distress in my arms I put on a mask and went to management to notify before calling police to report a theft.

I was met with the manager without a mask who immediately asked me to come inside the office, away from other people in the lobby to have a conversation. I informed him my child is in distress and why wasn't he wearing a mask? He insisted and wanted to reprimand me about my stroller since it's a fire hazard.

My response was to ask him to return my property immediately as it is the only vehicle I depend on in case of emergency and that he could have knocked on my door to ask what was happening. I left in tears as other mothers in the lobby, witnesses to this, shook their heads. We were all masked. Stroller appeared back without a knock. 2 weeks later it disappeared. We had to purchase a new one.

2) July 18th 2020 9am:

Physical assault by stranger who came from fire escape stairway. Suspect wanted to destroy phone he saw in my hands. We speculated he was probably involved in another altercation (noise were previously reported) and he thought I might have filmed him. Resulted in torn ACL right knee. Arm bit and phone smashed. Ambulance and police called and investigation opened - .

3) March 22nd 2021: Graffiti on floor fire escape stairway in front of my unit. My neighbor called police. Hate Crime Investigation opened - . Attached are pictures of the graffiti.

4) July 23rd 2021 9am: Verbal violence and subsequent incidents of harrasment, threats and

Neighbor came to my toddler who was strapped to stroller. My back was to my child as I was closing our door. To find a man who is my neighbor kneeled face to face (he was not wearing a mask) with my child screaming at her to "shut up". I asked him to step away and stop shouting and scaring my child. He told me "to keep my kid off the hallway" "I have lived here longer than you all"... amongst other things. SCU called and this only worsened situation and continues. The families adjacent to this tenant expressed concern of racial motivation and made their own complaints to management.

In regards to the four incidents described my request is to seek more transparency from our local management office into issues of violence and

disrespect in the presence of children and towards single black mothers and single mothers of colour. I also ask SCU to more effectively prioritize issues affecting single mothers and caretakers in general and work with us to develop protocols which are more inclusive and more relevant to our lived experiences since COVID started but also before. And finally I would like to ask for an independent inquiry into our local management office GREENWIN.

Thank you for your attention on these issues.
Lena Valenzuela

Attachment:



RESIDENT DEPUTATION

TAKE NOTICE that a Resident, Thomas Robson, has applied to make a Deputation to the Board of Directors of Toronto Community Housing at the scheduled Meeting of that Board on October 7, 2021, at 9:40 a.m., or as soon thereafter as is possible. This request is made with respect to Item 2(l) of the Public Agenda.

My concerns relate to the much talked about Legislation that requires residents of Ontario to maintain a six-foot distance between themselves and others in the Community and that appropriate masks must be worn by everyone.

I am aware that these Rules are not “Written on Clay Tablets” and enforced 24-hours per day in all locations, but my concerns relate specifically to when not complying with those Rules can be very detrimental to the health and well being of myself and others in my community at 423 Yonge Street.

Last Saturday morning, I spoke to the security guards in the lobby of 423 Yonge Street about problems I have been faced with when people, Residents and others, do not comply with the six-foot and mask requirements. I have had continual problems with the Security Guards about that Legal requirement.

Of the three elevators at 423 Yonge Street, two are barely big enough for two people to comply with the six-foot requirement. The third elevator is somewhat deeper but is only five feet wide. Hence, it is not possible to have more than two unrelated people on that elevator.

I have already had a Meeting with Security about this problem some months ago but came away from it believing that nothing would be done. Of course, as it turned out, I was right.

The male Security Guard last Saturday morning made it clear that he had no interest in what I was saying and kept claiming that four people were allowed on the larger elevator. He kept holding up his hand showing four fingers for everyone to see.

The other Security Guard, a female, kept telling me that I was stupid and that she did not care about this “City By-Law”. That is the phrase that she used. She said that she had no intention of complying with that “City By-Law”.

I fully acknowledge that if people living in or visiting in this building do not want to concern themselves about these Legal requirements, they are free to do so. They are not, however, entitled to impose that standard on me.

I have spent 18 months not letting a third or more people on the elevators with me and people are now used to my position. Most Residents do not try to force their way on the elevators when I am on them.

The reason that I am doing this now is that a few days earlier I saw four people get off one of the small elevators. Three of them were TCH Maintenance staff members. Later that same day, I saw five people get off the other small elevator. One of them was a TCH Maintenance staff member.

There is no doubt that when TCH Security staff and Maintenance staff ignore these Rules, other people in the building will believe that they can do so as well. The situation is now getting out of hand and there is likely to be a major confrontation very soon.

Just for the record, I am not the only person in this building who wants these Rules complied with.

Since 20% of the eligible Resident of the Province are not vaccinated, they represent a grave threat to those of us in Toronto who wish to remain clear of this virus. There are well over 300 people living in this building. All else being equal, maybe as many as one hundred of them are unvaccinated. One of them getting on the elevator with me with no mask on may as well be pointing a loaded gun at me.

For over a year now, parades of the unvaccinated have been going up and down Yonge Street. Residents of this building see them conspicuously ignoring the mask requirement and making no effort to maintain the six-foot distance. They see this and take the position that they can do so as well. The only person in this building who does anything about this is me.

Your staff keep saying that it is not their job to enforce these Rules. I might go along with that, but it is the responsibility of the Landlord to ensure that these pandemic Rules are complied with. No one does that but me.

That is enough for now.

**Thomas Robson
October 6, 2021.**

Deputation - Cheryl Duggan

Item 6 - Strategic Priorities - Progress Report

BOARD Public Meeting - October 7, 2021

TCHC BofD - October 7th, 2021 (Item 6 Strategic Priorities –
Q1 & Q2 2021 Progress Report)

Why is it so hard to grasp that maybe ... just maybe ... TCHC tenant reps, tenant leaders, tenant community members might also be interested in that Leadership Training being offered to staff? Learning together as a team would facilitate us (tenants and staff) working together as a team.