

Venture Place Housing Co-Op Inc.

Policy Manual



2575 Roseville Garden Drive
Windsor, Ontario

Date Printed _____

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All About By-Laws

What is a By-Law?

A By-Law is an enactment of a corporation setting out how matters will be dealt with in a particular area. The Co-operative Corporations Act (“The Act”), which was recently amended, provides that a housing co-operative may pass By-Laws to deal with its business. However, the By-Laws must not be contrary to the Act or to the Co-op’s Article of Incorporation.

A By-Law can be very broad, and state how the co-op and its members must act in a wide area (for example, the Occupancy By-Law). On the other hand, a By-Law can deal with a single item of the co-op’s operation.

Member Control

By-Laws cannot be passed or amended without being confirmed at a meeting called for such purposes and by a majority of two-thirds of the members present. This means that By-Laws enable members to control their co-op. The board should make sure that there are By-Laws which control how the co-op will be governed, managed and run in all key areas.

Agreements with the co-op has governments, such as its operating agreement with Canada Mortgage and Housing Corporation or the Ministry of Housing, may require the co-op to pass a by-law to deal with a specific matter. The Act also requires the co-op to pass a by-law to deal with some specific matters. Beyond this, the co-op decides which by-laws it will pass.

Passing a By-Law

The procedure for passing a By-Law is as follows:

- a) The board of directors must pass a motion to bring the proposed by-law to a vote at a meeting of the co-op’s general membership.
- b) The general membership must receive a copy of the proposed by-law and at least ten day notice of a meeting at which they will vote on accepting or rejecting the proposed by-law.
- c) There must be a quorum of members present at the general membership meeting,
- d) The members must confirm the proposed by-law at least a two-thirds majority vote of the members who

are present and who vote at the meeting (abstentions are not counted as votes), and

- e) The minutes of the meeting should say that the members confirmed the by-law by a two-thirds majority vote.

Consolidating a By-Law

Sometimes a by-law is amended several times. The co-op should then consider “consolidating” the by-law. This means that it prepares a by-law in a form that includes the original by-law and all the amendments. The title page lists the history of the by-laws that have consolidated (name, number and date of the original by-laws). The “consolidated” by-law can then be distributed to all members or made available on request.

Sometimes there is some doubt whether all parts of the history were properly passed. In this case, the consolidated by-law can be adopted as a new by-law. The consolidated by-law should repeal the original by-law and all of its amendments by saying, “This by-law repeals the following by-laws: (history).”

Procedures

Boards often adopt procedures which set out how a by-law or policy should be applied. Boards adopt a procedure by passing a resolution at a board meeting.

Rules of Order

Co-ops usually have Rules of Order to conduct their members’ meetings. They should adopt the Rules of Order as a schedule to the Organizational By-Law. If the conduct of a meeting is challenged in court, the co-op can present these Rules of Order as a legal document.

By-Laws

By-Law No. 1

Incorporation By-Law

BE IT ENACTED as a by-law relating generally to the conduct of the affairs of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the “co-operative”) as follows:

Article I: Interpretation

1. In this By-Law and all other By-Laws of the Co-operative unless the context otherwise specifies or requires:

- a. “ACT” means the Co-operative Corporation Act, Revised Statutes of Ontario, 1980, c.91 as amended by 1981, Chapter 61, as from time to time amended, and every statute that may be substituted. Therefore and, in the case of such substitutions, any reference in the by-laws of the Co-operative to the provisions of the Act shall be read as references to the substituted provisions therefore in the new statute or statutes;
- b. “by-law” means any by-law of the Co-operative, including any special by-law schedule, from the time in force and effect;
- c. All terms contained in the by-laws and which are defined in the Act shall have the meaning given to such terms in the act; and
- d. The singular shall form the plural and the plural shall include the singular; the masculine shall include the feminine and person shall include bodies corporate, corporations, companies, partnerships, syndicates, trust and other number of aggregate persons.

Article II: General

1. The head office and chief place of business of the co-operative shall be located at 2575 Rose Ville Garden Drive in the City of Windsor in the Province of Ontario.
2. The seal of the Co-operative shall have inscribed thereon the words VENTURE PLACE HOUSING CO-OPERATIVE INC. and the seal impressed in the margin of these by-laws is hereby adopted as the seal of VENTURE PLACE HOUSING CO-OPERATIVE INC.

Article III: Membership

1. Qualifications

Membership in the Co-operative shall consist of all persons who are from time to time accepted as members in the manner hereinafter prescribed and whose membership has not been terminated by their expulsion or withdrawal. Subject to approval of the directors, membership shall be open to all who are in agreement with the aims and objects of the Co-operative. Members other than corporate members must occupy a unit within the Co-operative

2. Application

Application for membership shall be made in writing on the forms provided. There will be a non-refundable application fee of \$25.00 (twenty-five) dollars per adult. Applicants shall be at least 16 (sixteen) years of age. Applicants shall be approved by the Board of Directors of the Co-operative. There shall be at least one member in each unit

3. Membership Fee

If the application is successful and the applicant occupies a unit in the Co-operative, ½ (one half) of the application fee shall be credited to the membership fee.

4. Refusal to Accept Application

The Directors may refuse to accept any application for membership.

5. Termination of Membership

Subject to Section 64 and Section 67 of the Act, a member may withdraw from the Co-operative by giving 65 (sixty-five) days notice from the 25th (twenty-fifth) of the month to the 1st (first) of the month.

6. Expulsion

Subject to this by-law and Section 66 and 67 of the Act, the Co-operative may upon resolution passed by a majority of the Board of Directors expel any member of the Co-operative for just cause.

7. Eighty Percent Occupancy by Members

Notwithstanding any other provisions of this by-law at least 80% (eighty percent) of the housing units owned or leased by the Co-operative at any time shall be occupied by members of the Co-operative and their families.

Article IV: Meetings

1. Meetings

Meetings shall be conducted in accordance with the by-

laws and where applicable Sections 74 to 84 of the Act.

2. Place

Meetings of the members shall be held at the place where the Co-operative is located or other place in Ontario designated by the directors.

3. Notice

Notice shall be given to each person who is entitled to notice of meetings and who on the record date for the notice appears on the records of the Co-operative as a member by sending the notice by hand delivery or pre-paid mail at least 10 (ten) days prior to the date of the meeting.

4. Quorum

At every annual or other meeting of the members, 20% (twenty percent) of the members or 25 (twenty-five) members, whichever is the lesser, present in person shall be necessary to constitute a quorum for the transaction of the business. If a quorum is not present within 10 (thirty) minutes of the time for which the meeting is called the meeting shall be dissolved.

5. Chairperson

The President, or any other director or officer shall preside as the chairperson at the meeting of the members but if at a meeting none of them is present after 15 (fifteen) minutes after the time appointed for holding the meeting, the members present shall choose a person from their number to be the chairperson.

6. Voting

A member of the Co-operative has only one vote. No member of the co-operative shall vote by proxy with the exception of a corporate member who may appoint one of its directors or officers to attend and vote its one vote on its behalf. All questions proposed for the consideration of the members at a meeting shall be determined by a majority of votes cast, and the chairperson presiding at the meeting shall only vote in the case of an equality of votes.

7. Calling of Meeting

a. By Directors: The Co-operative shall hold an annual meeting of its members in accordance with the provisions of Section 77 of the Act, but the directors may at any time call a general meeting of the members for the transaction of any business, the general nature of which is to be specified in the notice calling the meeting.

b. By Directors: The Directors may call a General Membership Meeting at any time for the transaction of any co-op business. These General Membership Meetings shall be in addition to the Annual Meeting. There shall be 3 additional meetings within a 12

month period.

c. By Requisition: Ten percent (10%) of the members of the Co-operative may requisition the directors to call a general meeting of the members for any purpose that is connected with the affairs of the Co-operative. Upon deposit of a requisition stating the general nature of the business to be presented at the meeting and signed by the requisitioners, the directors shall forthwith call a general meeting of the members within thirty (30) days of the date of deposit. In the event that the directors do not call a meeting within the required thirty (30) days, any of the requisitioners may call the meeting within sixty (60) days from the date of deposit of the requisition. All matters pursuant to Section 77 of the Act.

** 7b Amended by General Membership February 10, 2003 **

8. Record Date for Notice

The record date for the determination of the members entitled to notice of any meeting of members shall be 5:00pm on the day next preceding the date on which the notice is given or sent.

9. Record Date for Voting

The record date for the determination of the members entitled to vote at any meeting of the members shall be forty-eight (48) hours (excluding Saturdays and holidays) before the date of the meeting.

10. Non-receipt of Notice

When notice is given to members generally the accidental omission to give notice to any member thereof or the non-receipt of any notice by any member thereof shall not invalidate any resolution passed or proceedings taken at such meeting.

Article V: Directors

1. Management of the Co-operative

The affairs of the Co-operative shall be managed by the Board of Directors consisting of eight (8) directors of whom each shall be a member of the Co-operative.

2. Executive Committee

The directors may by resolution entered upon the minutes of the Co-operative.

a. Elect from among their number an executive Committee consisting of not less than three (3) and,

b. Delegate to the Executive Committee any powers of the Board of Directors, subject to the restrictions, if any, imposed from time to time by the said board.

3. Qualifications

No person shall be the director of the Co-operative:

- a. If he is under 16 years of age; or
- b. If he is an undischarged bankrupt or mentally incompetent person; or
- c. If he is not a member of the Co-operative; or
- d. If he is in default under the occupancy agreement between the Co-operative and himself.

4. Terms of Office

- a. At the first election after occupancy, four directors shall be elected whose term of office shall be from the date on which they are elected until the first annual meeting next following or until their successors are elected whose term of office shall be from the date which they were elected until the second annual meeting next following or until their successors are elected or appointed.
- b. At the second and all subsequent elections after occupancy, a director's term of office shall be from the date which he is elected or appointed, until the second annual meeting next following or until his successor is elected or appointed.

5. Vacation of Office

The office of a director shall ipso facto be vacated.

- a. If he becomes bankrupt or suspends payment of this debts generally or compounds with his creditors or makes an authorized assignment of is declared insolvent; or
- b. If he incurs an indebtedness to the Co-operative which he refuses to pay; or
- c. If he defaults under the occupancy agreement or any other contractual agreement with the Co-operative; or
- d. If he is absent without leave of the directors from three subsequent regular meetings of the Board of Directors; or
- e. If by notice in writing to the Co-operative he resigns his office.

6. Balloting

Elections shall be by ballot. Any ballot which contains more or less than the number required to be elected shall be void.

7. Election & Removal

The directors of the Co-operative whose term of office has expired as per paragraph 4 above, shall be elected at annual meetings. The members of the Co-operative may

by resolution passed by a majority of the votes cast at a general meeting dully called for that purpose, remove any director before the expiration of his term of office and may by a majority of the votes cast art that meeting elect any person in his stead for the remainder of his term.

8. Remuneration

The director of the Co-operative shall serve without remuneration but may be paid necessary expenses incurred by them about the business of the Co-operative. The directors shall also be entitled to be paid for their traveling or other expenses properly incurred by them in connection with the business of the co-operative.

There shall be no remuneration of traveling expenses with respect to any meeting of the Board of Directors or the Executive Committee held more than 300 Kilometers from the head office of the co-operative.

9. Place of Meeting

Meetings of the Board of Directors and the Executive Committee (if any) of the Board of Directors may be held at any place within or outside of Ontario, but within any financial year of the Co-operative a majority of the meetings of the Executive Committee and the Board of Directors shall be held at a place in Ontario. Meetings of the Board of Directors shall be held at a place in Ontario. Meetings of the Board of Directors shall be held at such time and such day as the president or vice-president or any two directors may determine, and they secretary shall call meeting when directed or authorized by the president or the vice-president or by any 2 (two) directors.

Notice of every meeting so called shall be given to each director not less than 48 hours before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all of the directors are present or if those absent waive notice of such meeting.

For the first meeting of the Board of Directors to be held immediately following the election of the directors at which a director is appointed to fill a vacancy in the board, no notice of such meeting shall be necessary to the newly elected or appointed director or directors in order legally to constitute the meeting, provided that a quorum of the directors is present.

10. Quorum

A majority of the directors (at least five) shall form a quorum for the transaction of business. Questions arising at any meetings of the Board of Directors shall be decided by a majority of the votes. The chairperson of the meetings shall vote only in the case of an equality of votes.

11. For the Protection of Directors and Officers

Subject to the provisions of Section 98 of the Act, no director shall be disqualified by his office from contracting

with the co-operative no shall any contract or arrangement entered into be or on behalf of the Co-operative with any director or in which any director is in any way interested be liable to account to the Co-operative for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

12. Liability

Except as otherwise provided in the Act, no director or officer of the Co-operative shall be liable for:

- a. The acts, receipts, neglects, or defaults of any other director or officer or employee; or
- b. Joining in any receipt or act for conformity; or
- c. Any loss, damage or expense happening to the Co-operative; or
- d. The insufficiency or deficiency of title to any property acquired by the Co-operative or on behalf of the Co-operative; or
- e. The insufficiency or deficiency of any security in or upon which any of the monies of or belongings to the Co-operative shall be placed out or invested; or
- f. Any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person firm or corporation; or
- g. Any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to the Co-operative; or
- h. Any loss damage or misfortune which may happen in the execution of the duties of his respective office or trust or in relation thereto;

Unless the same shall happen by or through his failure to act honestly, in good faith and in the best interest of the Co-operative and in connection therewith to exercise the degree of care, diligence comparable circumstances.

13. Indemnity

Every director and officer of the Co-operative and his peers, executors, administrators and other legal personal representative, shall from time to time be indemnified and saved harmless by the Co-operative from and against;

- a. Any liability and all costs, charges and expenses that he sustains or incurs in respect of an action, suit or proceedings that is proposed to commenced against him for or in respect of anything done or permitted by him in respect of the execution of his duties of his office; and
- b. All other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Co-

operative;

With the exception that no director or officer of the co-operative shall be indemnified by the co-operative in respect of any liability, cost, charges or expenses that he sustains or incurs in or about any suit action or proceeding as a result of being adjudged to be in breach of any duty or responsibility imposed on his under the co-operative corporations Act or under any other statute unless, in an action brought against him in his capacity as a director or officer, he achieved complete or substantial success as the defendant.

14. For the Protection of Others

Except as otherwise required by paragraph 15 and subject to the exemptions in Paragraph 13 the Co-operative may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Co-operative) by reason of the fact that he is or was an employee or agent of the Co-operative or is or was serving at the request of the co-operative as a director, officer, employee, agent of or participant in another partnership, corporation joint venture, trust or other enterprises, against expenses (including legal fees), judgments, fines and amount actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Co-operative, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct action unlawful. The termination of any action suit or proceeding by judgment, order, settlement, or conviction, shall not, of itself, create a presumption that the person acting or proceeding, had reasonable cause to believe that his conduct was unlawful.

15. Successful Defense

To the extent that a person who is or was an employee or agent of the co-operative has achieved complete or substantial success as a defendant in any action, suit or proceeding referred to in Paragraph 14, he shall be indemnified against all costs, charges and expenses actually and reasonably incurred by him in connection therewith.

16. Right of Indemnity Not Exclusive

The provisions for indemnification contained in the by-laws of the co-operative shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under by-law agreement, vote of members of disinterested directors or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director,

officer, employee or agent and shall ensure that benefit of the heirs, executors and administrators of such a person.

Article VI: Officers

1. Assuming Office – Removal of an Officer

The directors shall annually or more often as may be required elect a president, secretary and a treasurer. The directors may also elect up to a maximum of three (3) vice-presidents. None of the said officers except the president and vice-president(s) need be a member of the board of directors. A vote of the majority of directors shall be necessary for the election or appointment of said officers. The directors may from time to time elect or appoint other such officers and agents as they shall deem necessary who shall have such authority and perform such duties as the directors from time to time shall prescribe. All officers, in the absence of agreement on the contrary shall be the subject to removal by resolution of the directors with or without cause provided that a majority of the directors shall vote in favour thereof.

2. Remuneration

Officers, who are elected or appointed by the directors and who may not be directors of the co-operative shall serve as officers without remuneration, and shall not receive directly or indirectly any profit from their positions as officers, but may be paid any necessary expense incurred by them about the business of the co-operative.

3. Delegation

In the case of the absence or inability to act of the president, vice-president(s) or any other officer of the Co-operative for any reason that the directors may deem sufficient, the directors may delegate all or any of the powers of such an officer or officers to any director in the case of the president or vice-president(s), or any member, in the case of all other officers, for the time being, provided that a majority of the directors concurs therein.

4. Duties of President

The president may if present preside at meetings of directors or members. He shall sign all instruments which require his signature and shall perform all duties incident to his office and shall have such other powers and duties assigned to his from time to time by the directors.

5. Duties of Vice-Presidents

The senior Vice-president shall be vested with all powers and shall perform all the duties of the president in his absence or disability or refusal to act as the president. All vice-presidents shall have such powers and duties (if any) as may from time to time be assigned to them by the directors.

6. Duties of Secretary

The secretary shall issue or cause to be issued notice for all meetings of the members and the directors when directed to do so. He shall have charge of the minute books and seal of the co-operative. He shall sign with the president or other signing officer or officers of the co-operative such instruments as require his signature and perform other such duties as the terms of engagement call for or the directors may from time to time properly require of him. He shall keep or cause to be kept a book or books or other suitable records wherein shall be kept recorded:

- a. A copy of the Articles of the Co-operative and the By-Laws of the Co-operative duly authenticated;
- b. i) The names of all the persons who are or have been within ten years registered as members of the Co-operative and the address including the street number, if any, of every such person while a member;
- ii) All persons who are or who have been holders of debt obligations other than debt obligations in bearer form of the Co-operative and the address including the street and number, if any, of every such person while a holder in which are set out also the class or series and principal amount of the debt obligations held by such holder.
- c. The names, post office addresses and all callings of all persons who are or who have been directors of the co-operative, with a date that supports at which such person became or ceased to be a director.

7. Duties of Treasurer

The treasurer shall have the care and custody of all funds of the co-operative and shall deposit the same in the name of the co-operative in such bank or banks or with such depository or depositories as the directors may direct. He shall keep or cause to be kept proper account records in which are set out all financial and other transactions of the Co-operative including without limiting the generality of the foregoing records of:

- i. All sums of money received and disbursed by the co-operative and the matters with respect to which receipts and disbursements took place;
- ii. All sales and purchases of the co-operative;
- iii. The assets and liabilities of the co-operative;
- iv. All other transactions affecting the financial position of the Co-operative.

He shall at all reasonable time exhibit his books and accounts to any director upon application to the office of the co-operative during business hours. He shall sign or countersign such instruments as require his signature and shall perform all duties incident to his office or that

are properly required of him by the directors in their uncontrolled discretion may require and no director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the co-operative to receive indemnity thereby provided.

8. Vacancy

If the office of the President, Vice-president(s), Secretary or Treasurer shall be or become vacant by reason of death, resignation, disqualification or otherwise, the directors, by resolution may elect an officer to fill such vacancy.

Article VII: Auditors

1. Appointment and Removal

The members of the Co-operative at their first general meeting and at subsequent annual meetings shall appoint one or more auditors to hold office until the close of the next annual meeting.

2. Qualifications

No person shall be appointed or act as auditor if;

- a. He is or has been, during the preceding two years, a director, officer, or employee of the co-operative or a partner, employer, or employee or relation to such director, officer or employee;
- b. If he or any partner or employer or related person to him transacts a material amount of business with the co-operative.
- c. He or any other partner or employer of or related person to him is appointed a trustee of the estate of a co-operative under the Bankruptcy Act (Canada).

The members may by resolution passed by a majority of the votes cast a general meeting duly called for the purpose, remove an auditor before expiration of his term of office and shall by a majority of votes cast at the meeting appoint another auditor in his stead for the remainder of the term, provided that the auditor is given notice and an opportunity to make representations as required under Section 124 of the Act.

3. Report

The auditor shall make a report to the members on the yearly financial statement to be laid before the co-operative at any annual meeting during his term of office and shall state in his report whether in his opinion the financial position of the co-operative and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

If the financial statement contains a statement of changes in the new assets or statement of source and application of funds, the auditor shall include in his report a statement of whether in his opinion the statement of changes of net assets or the statement of source and application of the funds presents fairly the information shown therein. The auditors shall attend any meeting of the member at the request of any member, provided notice that such a request is given to the board five (5) days before the meeting, and shall answer inquiries directed to him concerning the basis upon which he formed the opinion stated in the aforementioned report.

Article VIII: Distribution of Surplus

Any surplus arising from the business of the co-operative in each fiscal year shall be set aside in retained earning which is not to be paid or in any way distributed to the members, and shall be applied for such purpose or purposes that are consistent with the objects for which the co-operative was incorporated, and is conducive to the interest of the co-operative. The Board of Directors may invest in whole or in part in such investments as it sees fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the co-operative.

Article IX: Special Provisions

The co-operative shall be carried on without the purpose of gain for its members and any profit or other accretion to the co-operative shall be used in promoting with objects.

1. Dissolution

In the event of dissolution of the co-operative, all net assets after payment of liabilities shall be paid to an organization whose object is the promotion of non-profit co-operative housing or if no such organization is available to accept the assets, to a charitable organization carrying on its activity solely within Canada.

2. Sector Support

The co-operative, its Members and Directors will continue to support the growth and evolution of the co-operative housing sector by work and act by membership or financial support of organizations and associations whose objects are the promotion of non-profit co-operative housing.

Article X: Execution of Instruments

Contracts, documents or instruments in writing approved by the board and/or members, requiring execution by the co-operative may be signed by the president or vice-president and the Secretary or the treasurer and

all contracts, documents or instruments so signed shall be binding upon the co-operative without any further formalization or formality. The Board of Directors is authorized from time to time by resolution to appoint any officers or officer or any other person or persons on behalf of the co-operative to sign and deliver either contracts, documents or instruments in writing. The term "contracts, documents or instruments in writing" as used in this by-law shall include deeds, mortgages, charges, conveyances, transfers and assignments of property of all kinds including specifically of loan certificates or other securities and all paper writings.

Article XI: Fiscal Year

The financial year of the co-operative shall end on the 31st day of January in each year.

Article XII: Notices

Any notice communication or other document given by the co-operative to a member, director, officer or auditor of the co-operative shall be sufficiently given if delivered to his last address as recorded in the books of the co-operative or if mailed by ordinary prepaid or air mail in a sealed envelope addressed to him at his last address as recorded in the books of the co-operative or if sent by any means of wire or wireless or any other form on transmitted or recorded communication.

Computation of time

In computing the date when the notice be given under any provision of the articles or by-laws requiring a specified number of days notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

Omissions and Errors

The accidental omission to give any notice to any member, director, officer, or auditor or the non-receipt of any notice by any director, officer or auditor or any error in any notice affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

Article XIII: Amendments

1. The directors may pass by-laws not contrary to the Act or to the articles of incorporation provided that the by-law is confirmed, with or without variation, by at least two-thirds (2/3) of the votes cast at a general meeting of the membership of the co-operative duly called for that purpose. No bylaw is effective until the foregoing has been

carried out.

2. It shall be the duty of the Secretary to file with the credit Unions and Co-operatives branch, provincial Ministry or Consumer and Commercial Relations, a certified copy of a by-law changing the location of the head office of the Co-operative or increasing or decreasing the number of directors within ten (10) days of conformation thereof by the members, as required in the Co-operative Corporations Act.

3. Where the terms of any present or future by-law of the Co-operative contradict or are inconsistent with Article VI, 2 and Article IX, 2, these sections shall always prevail and the other terms shall be inoperative to the extent of such a contradiction or inconsistency whether the contradiction or inconsistency arise on or after enacting the by-law.

By-Law No. 2

Borrowing Powers

BE IT ENACTED as a by-law relating to the –BORROWING POWERS – of VENTURE PLACE HOUSING CO-OPERATIVE INC. as follows:

1. The directors may from time to time:
 - a. Borrow money on the credit of the Co-operative
 - b. Issue, sell or pledge securities of the Co-operative;
 - c. Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the co-operative including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed or other debt or any other obligation or liability of the co-operative.
2. The directors of the Co-operative may for the purpose of fulfilling its objects cause the co-operative to enter into agreements with the Canada Mortgage and Housing Corporation and to obtain loans under the National Housing Act of Canada. While any such agreement is in force or loan is outstanding, all applicable requirements under the Act and all obligations under the agreement and all conditions of the loan shall be remain binding on the Co-operative.
3. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Co-operative possessed by its directors or officers independently of a borrowing by-law.

By-Law No. 3

Amending By-Law 1

A By-law to Amend By-law No. 1

Regarding the application and membership fees, voting privileges, the calling of meetings and the size of the Board of Directors.

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the (“co-operative”) as follows:

Article III: Membership

Item 2 – Application is hereby revoked and the following substituted therefore:

2. “Application:

Application for membership shall be in writing on the forms provided. There will be a non-refundable deposit of five (5) dollars per adult. Applicants shall be at least sixteen (16) years of age. Applicants shall be approved for membership by the Board of Directors of the Co-operative. There shall be at least one (1) member in each unit.”

Item 3 – Membership fee is hereby revoked and the following substituted therefore:

3. “Membership Fee:

If the applicant is successful and the applicant occupies a unit in the Co-operative, each applicant sixteen (16) years of age and over shall be required to pay a membership fee of five (5) dollars prior to occupancy.”

Item 9 – Voting privileges shall be added as follows:

9. “Voting Privileges”:

An applicant other than a pre-initial occupancy director shall be considered to be a member and have full membership and voting privileges only after the following have occurred:

- a. Their application for membership and occupancy has been approved by the Board of Directors;
- b. The applicant has paid the five (5) dollar membership fee;
- c. The applicant has executed an occupancy agreement with the co-operative.

Article IV: Meetings

Item 7 – Calling of Meeting, sub-item (b)

- By requisition is hereby revoked and the following substituted therefore:

b. "By requisition: Five (5) per cent of members of the Co-operative may requisition the directors..."

Article V: Directors

Item 1 – Management of the Co-operative is hereby revoked and the following substituted therefore:

1. "A general meeting will be held three (3) months, more or less, after occupancy.
2. At this first general meeting after occupancy there will be an election to the vacant positions on the Board.
3. On or before this General Meeting those directors who joined the Board after January 1, 1985 and all those Directors who are non-residents will resign, with the exception of the director who is a corporate member.
4. The directors elected at such a general meeting will serve for a term of two (2) years.
5. The Directors who did not stand for election at this meeting will serve for a term ending one (1) year from such a General Meeting.
6. One Director of the Board shall be from a Trade Union and shall hold a Corporate membership."

By-Law No. 4

Amending By-Law 1: Term of Office

Regarding Article V, Item 4, (vi) – Term of Office

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the "co-operative") as follows:

Article V, Section 3: Qualifications

is hereby revoked and the following substituted therefore:

3. "Qualifications: No person shall be the director of the co-operative:
 - a. If he is under sixteen (16) years of age; or
 - b. If he is an undischarged bankrupt or mentally incompetent person; or
 - c. If he is not a member of the Co-operative; or
 - d. If he is in default under the Occupancy Agreement between the Co-operative and himself; or
 - e. If another resident of the Unit which he occupies is a director of the Co-operative"

Article V: Directors

Item 4, (vi) – Term of office is hereby revoked and the following substituted therefore:

4. "Term of Office:
 - vi. One Director of the Board Shall be appointed by local 444, United Autoworkers of Canada, and shall hold a corporate membership, as defined by the Co-operative Corporations Act."

By-Law No. 5

Amending By-Law 1

A By-law to Amend By-law No. 1

Regarding change of address of Head Office and End of Fiscal Year

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the “co-operative”) as follows:

Article II: General

item 1 – Head office and Chief place of business is hereby revoked and the following substituted therefore:

1. “The head office and chief place of business of the Co-operative shall be located at 2575 Rose Ville Garden Drive in the City of Windsor in the Province of Ontario.”

Article XI: Fiscal year

is hereby revoked and the following substituted therefore:

1. “The financial year of the Co-operative shall end on the 30th day of November each year.”

By-Law No. 6

Amending By-Law 1

A By-law to Amend By-law No. 1

Regarding one director from Local 444, UAW holding a Corporate Membership

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the “co-operative”) as follows:

Article V: Directors

Item 4, 6 – Terms of Office is hereby revoked and the following substituted therefore:

1. “Local 444, United Auto Workers of Canada may appoint one of its members to sit on the Board of Directors as an Honorary Director without voting capacity.”

By-Law No. 7

Amending By-Law 1

A By-law to Amend By-law No. 1

Regarding filling of Board Vacancies

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the “co-operative”) as follows:

Article V, Section 17: Board Vacancy

Shall be added as follows:

17. When a vacancy occurs in the Board, such vacancy shall only be filled by election. This will be done by:

- 1) Filling the vacancy with a member who received the next highest vote at the last annual election. If the member no longer wishes to serve, continue until the list of previous candidates is exhausted and then
- 2) Fill the vacancy by election at a General meeting duly called for that purpose.”

By-Law No. 8

Amending By-Law 1

A By-law to Amend By-law No. 1

Regarding management of the co-operative

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the “co-operative”) as follows:

Article V: Directors

Item 1 – management of the co-operative is hereby revoked and the following substituted therefore:

1. “Management of the Co-operative:

The affairs of the Co-operative shall be managed by a Board of Directors consisting of seven (7) directors of whom all shall be a member of the Co-operative.

Implementation of the above shall be as follows:

- a. Between now and next election, January 1988, such reduction will be attrition. i.e. the next three directors to resign will be not replaced;
- b. At the election in January, 1988, three (3) Directors will be elected.”

By-Law No. 9

Amending By-Law 1

A By-law to Amend By-law No. 1

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the “co-operative”) as follows:

Article V: Directors

Item 10

“A majority of the Directors (at least four) shall form a quorum for the transaction of business. Questions arising at any meetings of the Board of Directors shall be decided by a majority of the votes. The Chairperson of the meeting shall vote only in the case of an equality of votes.”

Approved by the Board of Directors the 27th day of October 1988.

Confirmed by two-thirds of the members present at a meeting of the members of VENTURE PLACE HOUSING CO-OPERATIVE INC. the 13th day of November 1988.

By-Law No. 10(a)

Amending By-law No. 10: Participation Requirements

Regarding participation requirements by the members in the affairs of the Co-operative

Whereas the economic success of VENTURE PLACE HOUSING CO-OPERATIVE INC. is dependent on effective management; and

Whereas the managerial, organizational and social success of any co-operative is dependent on the shared responsibility and equitable participation by all members;

THEREFORE BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the “co-operative”) as follows:

1. That each member of Venture Place Housing Co-operative Inc. be obligated to participate in the operations of the co-operative by attending each annual meeting and at least seventy-five (75) per cent of the General meetings held between Annual Meetings, unless prevented from doing so by illness, work schedule, emergency or other reason that is acceptable to the Board of Directors or to the General Membership; and
2. That each household of the co-operative be obligated to spend a minimum of four (4) hours per month participating in some aspect of co-operative-related work. This would be active committee involvement, participation in volunteer maintenance, organizing co-operative sanctioned activities or functions unless prevented from doing so by illness, emergency or other reasons that is acceptable to the Board of Directors or to the General membership; and
3. That when a Member reaches the age of seventy (70) that this be considered a reason acceptable to the Board and General membership for an automatic exemption (at the member’s discretion) from participation except where a Member(s) moves in to the co-op and is sixty-five (65) years of age or over, they are not exempt from full participation hours (4) for a period of five years retroactive to July 1, 1996. Further, if one member in a unit be deemed exempt from participation nothing the above July 1, 1996 requirement; and
4. That a substantial failure to abide by the participation by-law or to fulfill any assignments or obligations arising out of this by-law which persists over a period of three (3) consecutive months or which amounts to a breach for three (3) out of any twelve (12) consecutive months, be considered sufficient grounds for termination of occupancy and membership rights.

Approved by the Board of Directors the 26th day of March 1997.

Confirmed by two-thirds of the members present at a meeting of the members of VENTURE PLACE HOUSING CO-OPERATIVE INC. the 13th day of April 1997.

By-Law No. 10(b)

Amending By-law No. 10: Participation Requirements

Regarding participation requirements by the members in the affairs of the Co-operative

Whereas the economic and social success of VENTURE PLACE HOUSING CO-OPERATIVE INC. is dependent upon the positive, successful motivation of all members;

Whereas the managerial, operational and social success of any co-operative is dependent on the shared responsibility and equitable participation by all members;

THEREFORE BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the "co-operative") as follows:

1. Annual and General Membership Meetings:

It is recommended that a minimum of one member from each unit of the co-operative volunteer to participate in the operations of the co-operative by attending the Annual General Meeting and at least seventy-five (75) percent of the General Meetings held between Annual Meetings, unless prevented from doing so by reason of illness, work, schedule, emergency, or exempted by Section 3 (a,b,c,d,e,f).

2. Yearly Participation:

- a. Each unit of the co-operative will volunteer to spend a minimum of forty (40) hours and not less than eight (8) months per year, participating in some aspect of Co-operative related work unless prevented from doing so by reason of age or medical exemption.

This could be active involvement in:

Managerial: Board of Directors, By-law, Finance, Membership Selection, Rules, and Subsidy Committees.

Operational: Childcare (for members doing other volunteer co-operative work), Housekeeping, Landscaping and Maintenance Committees, Office, Painting, Participation Committee, Recycling and Garbage, Security Committee, Special projects designated by the Board of Directors or general membership from time to time.

Social: 50/50 Draw, Social and Youth Committee.

- b. Long-term guests may participate for a unit in all areas of the Operational and Social categories.
- c. Hours for performing duties of the custodian in is

absence (vacation or sick leave) shall be credited for participation.

d. Time spent in attendance at General and Annual Membership Meetings and at Committee or Board meetings as an observer shall not be credited for participation. Hours required for units with a move in effective on or after January 1 of any calendar year are as follows:

Month	Hours
January	36
February	33
March	30
April	27
May	24
June	21
July	18
August	15
September	12
October	9
November	6
December	0

*Note: No participation required first month of occupancy.

3. Exemptions from the 40 Hour Participation Requirement:

- a. Age 70: When a Member reaches the age of seventy (70) this is considered a reason acceptable to the Board and General Membership for an automatic exemption (at the Member’s discretion) from all participation. Further, if one member in a unit is age seventy (70) and all other adult members are at least sixty five (65) years of age, the unit be deemed exempt from this requirement. If an adult less than the age of sixty five (65) becomes a Member in an exempt unit the participation requirement resumes.
- b. Disability: When a member becomes disabled a Doctor’s note shall be deemed sufficient and final to qualify the Member (not the unit unless there are no other Members) for exemption for the time stated on the note (i.e. temporary or permanent). It is incumbent upon the Member who will be exempt to provide the co-op with a Doctor’s note which specifies the length of the exemption.
- c. Vacation: When a Member gives written or verbal notification to their committee Chairperson that they are on vacation (whether absent from the building or not) they shall be considered excused.
- d. Bereavement: If a Member requires bereavement time for the loss of an immediate family member, up to

one (1) month shall be granted. This time will reduce the requirements of Section 2 to thirty six (36) hours and/or seven (7) months.

e. Move In: No Participation is required during the first month of occupancy.

f. Other: Reasons acceptable to the Board and/or General Membership.

4. Substitution:

A member or long-term guest may fulfill part or all of another member/unit’s yearly 40-hour participation requirement (a specific job not a transfer of hours) through active committee or other involvement in Operational and/or social categories.

5. Banking of Hours:

- a. A member or long-term guest shall be allowed to bank up to two (2) hours per month above the average of 4 hours per month.
- b. The banked hours may be used during any month when none or less than four (4) hours of participation has taken place.
- c. Banked hours cannot be carried over to the next calendar year. The forty (40) hour requirement renews yearly.

6. Failure to Meet Yearly Participation Requirements

- a. Members who fail to meet the requirements of Section 2 in any calendar year shall be required to attend a meeting of the Board of Directors as soon as possible in the next calendar year to explain the reason for their non-participation.
- b. Addendum 1 – Letter of Participation Commitment will be place in the unit file confirming that:
 - i. Requirements were not met in this particular calendar year.
 - ii. Any subsequent failure shall require the Member(s) to attend a meeting of the Board of Directors where termination of Occupancy and Membership Rights shall be considered.
- c. If the Board of Directors cannot obtain a commitment from the Member(s) stating that they intend to meet their participation requirements in coming years (Addendum 1) the Board of Directors will consider initiating eviction proceedings within thirty (30) days.
- d. If a member(s) fails to meet the requirements, in as early as the seventeenth (17th) month or as soon as it is determined that the Member(s) cannot meet the month or hour requirements in any subsequent year, the Board of Directors may begin eviction

proceedings.

7. Record Keeping:

a. Accurate, detailed, records of monthly participation are to be kept by the Participation Committee recorders. A summary shall be submitted to the Office Manager for computer entry.

b. Hours are to be submitted in writing to the participation Committee at the end of each month by depositing same in the 2nd floor mail box.

c. Committee chairpersons are responsible for submitting their committee's members' hours.

d. Members are responsible for submitting their own hours if they are not a committee member or there is no chairperson.

e. All hours submitted by the Member, or on the Member's behalf, are to be recorded.

f. Members have the right to review the record of their hours which is kept in the Co-op office.

g. Computerized reports of monthly participation hours shall be submitted by the office Manager to the Board of Directors on or before the fifteenth (15th) of each month.

h. Records of non participation prior to implementation of the new system as outlined in By-Law 10(b) shall not be used for eviction purposes and shall be destroyed.

i. The format for record keeping shall be determined by the Office Manager and approved by the Board of Directors so as to properly provide any documentation that may be required in the future for eviction purposes. These records shall be computerized.

j. When the Board of Directors becomes aware that a unit may not meet the eight (8) month requirement they shall direct the Office Manager to advise the Member(s) in writing at the beginning of the fourth (4th) month, April, that a minimum of one (1) hour participation is required no later than the end of May and an appropriate number of hours in each and every month thereafter until December 31.

Further, if a shortage of hours is developing, the Board of directors shall direct the Office Manager to advise the Member(s) in writing at the beginning of April, or the beginning of the first month it becomes evident, that to meet the forty (40) hour requirement the following hours must be accumulated by the end of each month:

May – 1 hour

September – 22 hours

June – 4 hours

October – 28 hours

July – 10 hours

November – 34 hours

August – 16 hours

December – 40 hours

8. Appeals

a. If the Board of Directors or a Member(s) disagrees with the hours credited for a particular job the Member(s) shall be called to a meeting of the Board of Directors or shall request a meeting with the Board of Directors, to resolve the issue.

b. If any changes are required the Board of Directors will notify the Participation Committee.

c. Should the Board of Directors' decision be unacceptable to the Member(s) they may appeal to the General Membership for resolution.

By-Law No. 10(b) Amending By-law No. 10: Letter of Participation

Letter of Participation Commitment

This Addendum forms part of and is included in By-Law 10(b)

I/We

Unit #

Agree that I/We have failed to perform the necessary Participation hours during calendar year

..... and that subject to By-Law 10(b) Section 6, I/We am/ are liable to have my/our Membership and Occupancy Rights terminated should this failure be repeated in the future.

I/We hereby agree to fulfill my/our obligations as a Member, to Venture Place Housing Co-operative and to perform the requirements of By-Law 10(b) in the coming years. I/We also agree that future failure to comply with By-Law 10(b) will be just cause for Venture Place Housing Co-operative to terminate my/our Membership and Occupancy Rights.

Dated

.....

Member/s Signature

.....

Board Chairperson's Signature

.....

(See Appendices for printable version)

By-Law No. 10(c) Amending By-law No. 10: Participation Requirements

A By-Law to Incorporate a Physicians document into the Participation By-Law (Physical Demands)

Whereas: The Participation By-Law permits exemptions due to physical disability, and it is the Co-operative desire to accommodate each Member's need.

Therefore: A letter to a Doctor and a Job Classification Form outlining physical demands are hereby incorporated into and form part of the Participation By-Law.

The two pages combined will be known as Form A.

Definition: For the purposes of this By-Law: Doctor or Physician, shall mean, a member of the Ontario College of Physicians and Surgeons.

Conditions:

- a. Where a member has indicated to the Board of Directors that his/her Participation activities are to be curtailed due to physical disability, the Board of Directors shall request that the Members' physician assist in determining the job classification/s suitable for the member to perform.
 - i. The Member will request a Form A from the Office Manager.
 - ii. The Member will take the Form A to his/her Doctor to have it filled in and signed. The Member is responsible for the physician's fee.
 - iii. The returned Form A is to be kept confidential, a copy of the original will be placed in the members file as a permanent record.
 - iv. The Board will make its best effort to place the member into one or more of the job classifications indicated as acceptable by the Doctor as soon as possible, to enable the member to achieve the Participation By-Law requirements.
1. Where a member has a chronic condition that prevents them from performing any participation work during times that the condition is active, and the members' doctor has provided this co-op with a note stating that the member cannot perform any participation work, that not will exempt the member from participation.
- i. Should the member recover sufficiently to perform certain participation functions, the member will approach the office manager and request Form A.

- ii. The member will then take the form to his/her doctor to have it filled in and signed. The member is responsible for the physician's fee.
- iii. Due to the chronic nature of the condition the member may want to have the doctor state YES or NO to the statement at the bottom of the job classification form.
- iv. The returned form A will be kept confidential, a copy of the original will be placed in the Members file as a permanent record.
- v. The Board will make its best effort to place the member into one or more of the job classification indicated as acceptable by the doctor as soon as possible, to ensure the member to achieve the participation by-law requirements.

By-Law No. 10(d)

Amending By-law No. 10: Participation Requirements

A By-Law to Incorporate a Physicians document into the Participation By-Law (Non Physical Demands)

Whereas: The participation By-Law permits exemptions due to non physical disability, and it is the co-operative desire to accommodate each member's need.

Therefore: A letter to a doctor outlining the members' ability is hereby incorporated into and forms part of the Participation By-Law.

The two pages combined will be known as Form B.

Definition: For the purposes of this By-Law: Doctor or Physician, shall mean, a member of the Ontario College of Physicians and Surgeons.

Conditions:

1. Where a Member has indicated to the Board of Directors that his/her participation activities are to be curtailed due to a non physical disability, the Board of Directors shall request that the members' physician assist in determining the job classification/s suitable for the Member to perform.

- i. The Member will request a Form B from the Office Manager.
- ii. The Member will take the Form B to his/her Doctor to have it filled in and signed. The Member is responsible for the physician's fee.
- iii. The returned Form B is to be kept confidential; a copy of the original will be placed in the members file as a permanent record.
- iv. The Board will make its best effort to place the member into one or more of the job classifications indicated as acceptable by the Doctor as soon as possible, to enable the member to achieve the Participation By-Law requirements.

2. Where a member has a chronic condition that prevents them from performing any participation work during times that the condition is active, and the members' doctor has provided this co-op with a note stating that the member cannot perform any participation work, that not will exempt the member from participation.

- i. Should the member recover sufficiently to perform certain participation functions, the member will approach the office manager and request Form B.
- ii. The member will then take the form to his/her

doctor to have it filled in and signed. The member is responsible for the physician's fee.

iii. The returned form A will be kept confidential, a copy of the original will be placed in the Members file as a permanent record.

iv. The Board will make its best effort to place the member into one or more of the job classification indicated as acceptable by the doctor as soon as possible, to ensure the member to achieve the participation by-law requirements.

By-Law No. 11

Advance Polls

Being a By-Law relating to the requirements of Advance Polls by the Members for Election of Directors.

Therefore be it enacted as a By-Law of the Co-operative;

That Advanced Polls be allowed to take place on any of seven days immediately prior to the Election of Directors and

Furthermore Advanced polls are to be open for two (2) hours on each day and

Furthermore the days of the Advanced Polls will be determined by the election chairperson.

Approved by the Board of Directors April 19, 1990

Approved by the General Membership on April 22, 1990

By-Law No. 12

Amending By-law No. 1: Organizational By-Law

By-Law to Amend the Organizational By-Law No. 1

The Organizational By-Law of VENTURE PLACE HOUSING CO-OPERATIVE INC. is amended by deleting Articles 13 & 14 which will be replaced by the NEW "Occupancy By-Law", By-Law No. 15.

The Articles of Incorporation will be amended to confirm that the VENTURE PLACE HOUSING CO-OPERATIVE INC. is a Non Profit Housing Co-operative in compliance with Bill 166 of the Co-operative Corporations Act.

Passed by the Board of Directors of Venture Place Housing Co-operative Inc. at a meeting held on the 18th day of March, 1993, and confirmed by the members at a General Membership meeting held on the 15th day of June, 1993.

By-Law No. 13

Amending By-Law No. 7

Regarding Filling of Board Vacancies

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the "co-operative") as follows:

Article V, Section 17: Board Vacancy

Shall be changed as follows:

17. "When a vacancy occurs in the Board, such vacancy shall only be filled by election. This will be done by:

d. Filling the vacancy until the end of the current fiscal year with a member who received the next highest vote at the last annual election. If the member no longer wishes to serve, continue until the list of previous candidates is exhausted and then.

e. Fill the vacancy by election at a General meeting duly called for that purpose."

By-Law No. 14

Policy Manual By-law

Whereas upon moving into the co-op, the new member receives a copy of the Members Handbook which contains all up to date policies, By-Laws, job descriptions, house rules and committee regulations to ensure that all members are informed as to the doing of the co-op, and

Whereas upon moving out of the co-op, members are to return the handbooks to the office along with their keys, and

Whereas handbooks being returned are often done so in a very poor condition, and

Whereas the cost of producing these manuals is prohibitive,

Be it resolved that whenever a member moves into the co-op, he will place a \$25.00 deposit for the manual. This \$25.00 deposit will be refunded conditional upon the manual being returned in good condition as determined by the Board of Directors, and

Be it resolved that whenever a member moves out who has not previously made the above stated \$25.00 deposit, his maintenance guarantee will be reduced by \$25.00 should the book not be returned in good condition which is acceptable to the Board of Directors.

By-Law No. 15

Occupancy By-Law

A By-Law which contains the rights and obligations of the Venture Place Housing Co-operative Inc. and its members.

Passed by the Board of Directors on the 2nd day of June, 1993.

Confirmed by the Members on the 15th day of June, 1993.

This By-Law contains the rules under which the Venture Place Housing Co-operative Inc. (The Co-op) provides housing for its members, and the rights and obligations of both the co-op and its members. The Co-operative Corporations Act (The Act) regulates how the co-op must be run; certain parts of the Act contain rules which are not included in this By-Law. Members should refer to the Act when questions come up.

Article 1: About this By-Law, Schedules and Appendices

9.6 Occupancy Agreement

a. The Occupancy Agreement, (Schedule A), forms part of this By-Law, Members must sign an Occupancy Agreement when their membership in the co-op begins. The Occupancy Agreement includes Terms of the Member's Housing Charge Subsidy, Appendix C, if it applies to the member. The co-op and the member; including those persons who have become co-op members during their residency in a member's unit, are bound by the terms of this By-Law and the Occupancy Agreement even if a particular member occupying a unit in the Co-op has not signed an Occupancy Agreement.

b. Some by-laws and agreements, such as the Housing Charge Subsidy By-Law and performance Agreements, only apply to certain members. These members are bound by them.

9.6 Priority of This By-Law

a. This By-Law supersedes all previous by-laws or resolutions pertaining to occupancy rights and obligations of the co-op and its members. No one can commit to anything dealing with occupancy rights unless authorized under this by-law. Any unauthorized commitment is not valid or binding on the co-op.

b. In the event of conflicting rights, obligations or duties of the co-op or its members, resolution thereof shall be determined according to the provisions of the

following, in descending order:

- First, the Act
- Second, the Articles of Incorporation of the Co-op
- Third, this By-law, and
- Fourth, the other by-laws of the co-op, unless the by-law states differently.

Article 2: Member's Rights

9.6 Use of a Unit and the Co-op Facilities

Members of the co-op whose rights have not been terminated have the right to:

- a. Occupy their housing unit in accordance with the Act, the Articles of Incorporation of the Co-op, this bylaw and other bylaws of the co-op relating to occupancy.
- b. Use of their assigned parking space, if any, and
- c. Use of the common facilities of the co-op.

Co-op by-laws and rules shall determine members' rights.

Article 3: Member's Contributions

3.1 Housing Charges

- a. Each member of the co-op shall pay housing charges. Housing charges consist of:
 - An initial membership of \$5.00,
 - Monthly housing charges as determined from time to time, less any subsidy to which the member may be entitled,
 - Parking charges, as determined from time to time,
 - The maintenance deposit, as determined from time to time,
 - Any other charges members shall pay pursuant to any of the co-op's by-laws,
- b. Co-op members shall determine monthly housing charges and parking charges at a general members' meeting called for such purpose.
- c. Members must pay their monthly housing and parking charges in advance and before the close of business of the first business day of each month.
- d. The housing charge does not include any charges which may be payable in respect of:

- Telephone charges for a unit,
- Cable television connection(s) and/or charges for a unit,
- Insurance on the member's personal property situate in a co-op unit, and
- The member's personal liability insurance.

3.2 Member Deposit

a. Paying the Deposit – Before commencing occupancy in a co-op unit, members shall pay a Maintenance Deposit, as determined from time to time, to the co-op.

b. The Amount of the Maintenance Deposit – Members shall pay a maintenance deposit equal to half the market rate monthly housing charge on a similar unit.

c. Adjusting the Member Deposit – When there is a change in the monthly housing charge, the co-op shall adjust the amount of the member deposit unless decided otherwise at a members' meeting. If the member deposit increases, members shall pay the extra amount on the date decided by the co-op. If it decreases, the members shall receive a credit for the difference on future charges.

d. Returning of Member Deposit – The co-op shall return the member deposit when the membership and occupancy rights of the member are terminated, either voluntarily or otherwise, subject to any charges levied by the co-op against such deposit in respect of:

- The member's failure to give sufficient notice of termination,
- The member's failure to leave the unit in a condition as set out in article 5.9 of this By-Law and the Maintenance Policy,
- The member is indebted to the co-op, or
- The member is in arrears of housing or parking charges.
- Refund of Member's Maintenance or other requisite deposits will be addressed and determined, if any, at the Board of Directors Meeting in the month following the vacancy by the member(s) of the unit.

e. Interest on the Member Deposit – The co-op will not pay interest on the member deposit.

3.3 Other Charges

a. A member is responsible for and shall pay or reimburse the co-op for any extra costs, charges or expenses incurred by the co-op for any reason whatsoever caused by actions of:

- The member,
- Any person who is a member of the member's household, or
- Any person allowed by the member or members of the member's household onto the co-op's property.

Regarding of whether any co-op by-law has been breached, such charges and expenses shall include, but are not limited to:

- Bank charges for returned cheques,
- Charges for collection of debts,
- Legal fees on a solicitor and his own client basis, and
- Cost of repairs for damages caused by their actions of any person set out in sub-article 3.3(a).

The co-op reserves the right to recover its solicitor and client costs respecting any legal action taken by the co-op for the recovery, or attempted recovery, of money owed to it or which may be incurred by it in the enforcement or determination of its rights under the co-op by-laws.

3.4 Housing Charge Subsidy

Rights to subsidy are set out in the Policy for Administration of Subsidy Pool and the Co-operative's Operating Agreement with CMHC. The Subsidy Committee is authorized by the Board of Directors to determine entitlement to subsidy and the amount of subsidy. Members who apply for and are refused subsidy have the right to appeal to the board which will determine the procedures to follow and which shall be procedurally fair.

Article 4: Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly housing and parking charges are set by a majority vote of the members at a general membership meeting or as often as shall be deemed needed. A proposed budget shall be presented to the membership when asked to consider an increase in housing charges. Existing charges shall continue until the members approve a change. The members may approve changes different from those set out in the proposed budget.

4.2 Operating and Capital Budgets

a. Preparing the Operating Budget – The budget shall contain:

- The total expected annual operating cost of the co-op
- The occupancy charges proposed for each unit,

and

- The cost of any special expenses which the board suggests and the charges that would result.

4.3 Notice of Proposed Budget

The general membership shall at a general meeting called for such purpose, consider a proposed budget and proposed housing charges only if the notice of such a general meeting contains mention of such proposal. The notice shall be given as the Act and by-laws require. A copy of the proposed budget and housing charges for each type of unit shall be delivered to each unit at least ten (10) days before the General Meeting called for such purpose.

4.4 Effective Date of Change in Housing Charges

a. Upon approval of a change in housing charges, a notice of change in housing charges shall be delivered to each unit at least two months prior to the effective date of the change.

b. Members may upon a majority vote at the general meeting set a different date for the new charges to be effective, including an earlier date.

Article 5: Use and Behaviour

5.1 Residences

Housing Units shall be used only as private residences for members, their family members and such other persons as set out in and allowed by this by-law.

5.2 Nuisance

The co-op is a community which includes all the residents and employees. It also is part of the larger neighborhood community. Members must not make or allow to continue any noise, nuisance or other act that unreasonably disturbs or interferes with any other member of the co-op or community.

5.3 Illegal Acts

Within their housing unit, or on co-op property, members must not commit or allow to be committed any illegal act or breach of any agreement with any government authority. This includes breach of any municipal, provincial or federal law, or any by-law or regulation of any other authority.

5.4 Leases, Mortgages and Agreements

Members shall not breach or allow the continuation of any breach of any obligation that the co-op has with:

- Canada Mortgage and Housing Corporation,
- The Province of Ontario, and

- The co-op's mortgagee(s).

5.5 Insurance

Members shall not breach or allow the continuation of any breach of any obligation the co-op has to its insurance companies. Members shall not use or allow the use of any unit in such a manner which would or could increase the co-op's insurance costs, or any other cost or liability of the co-op.

5.6 Privacy

- Permission Needed – Members have the right to privacy. Agents of the co-op may not enter a unit without the member's permission unless in an emergency (real or apparent) or proper notice has been given.

5.7 Maintenance and Repair

- Maintenance – Members shall adhere to the Maintenance Policy of the co-op.
- Alterations and Improvements – Members shall not make alterations or improvements to their units unless they obey the terms of the Maintenance Policy.
- Changing Locks – Members shall not change locks to their units.
- Reporting Problems – Members shall promptly report to the co-op any condition or equipment existing in their unit or common areas, which if left un-remedied could cause damage to their unit or the building.
- Neglect of Responsibilities – If a member fails to carry out responsibilities connected with maintenance or repair in their unit in a reasonable time, the co-op may carry them out. Those members will be responsible to the co-op for its out-of-pocket expenses and for the reasonable cost of any employee time involved in affecting such maintenance or repair.
- The Responsibility of the Co-op – The co-op shall keep all units, the co-op property, and all services and facilities of the co-op in a good state of repair and fit for habitation. The co-op shall ensure that the building units meet all legal standards of health, safety and maintenance.
- Appliances – The co-op shall provide each unit with a stove and refrigerator in good working order. During occupancy, members shall keep the appliances clean and in good working order (normal wear and tear excepted) and are responsible for the costs to do so.
- Maintenance Entries – Upon the co-op giving a member 48 hours notice, 2 agents duly appointed by the co-op may enter the member's unit, at any reasonable time, for the purpose of:

- Maintenance inspections, regular or special
- Maintenance repairs or renovations.

- Notice of Entry – An entry notice may give a range of time during which entry may be made. The time range may be longer than one day and may allow more than one entry into a member's unit if it relates to a problem for which entry is permitted and the member has been advised of and agrees to.

9.6 Acts of Others

Members are fully responsible for any act or omission of their household members, guests or other party whom they allow access to co-op property. Members may be evicted as a result of any such act or omission. Members are responsible to pay or reimburse the co-op for any damages sustained as a result of the foregoing.

Article 6: Occupancy Rights and Standards

6.1 Change in Household Size

- The number of persons allowed occupancy in a member's household may increase or decrease. Upon such change, the member shall give prompt written notice to the co-op office. In either case, the notice will set out the names of the persons who have commenced or discontinued occupancy in the unit. Prior to acceptance as a member in the unit proposed, members shall agree to allow the co-op to obtain a credit check of any such person. Such person shall sign a consent if requested by the co-op. Members shall also provide the co-op with any other reasonable information requested. Members shall give the notice, consent and other information promptly.
- The maximum occupancy in each type of unit is:
 - One-Bedroom: 2 Persons
 - Two-Bedrooms: 4 Persons
 - Three-Bedrooms: 6 Persons
- The minimum occupancy in units for income tested members is set out in the Operating Agreement of the Co-op.

Article 7: Occupancy by Members

7.1 Policy

- For the purpose of the by-laws of the co-op, household means:
 - A member
 - Any other members living in the unit

- Persons who have been permitted to occupy the unit of a member as indicated on the application for membership and who turn sixteen and continue to live in the unit, and
- Any long-term guests approved upon application for membership by the Board.

No other persons shall be considered a part of a member's household. Other persons may live in a member's unit only as casual guests. Members must not allow anyone other than the persons referred to above to use their unit.

b. Occupants of a co-op member's unit who are not themselves co-op members have:

- No right to occupy the unit independent of the member's rights to occupancy.
- No right to occupy any other unit in the co-op, and
- No right to be placed on the co-op's internal waiting list.

7.2 Additions to Household

Members may wish to add to their household someone over sixteen years of age who is not a member. That person must apply for membership in the co-op or for board approval as a long-term guest. If the board refuses to approve the application for membership, that person may occupy the unit only as a casual or long-term guest if permitted by the Board of Directors.

7.3 Persons Sixteen Years of Age

If a person who is part of a member's household turns sixteen and intends to maintain occupancy in the member's unit, that person must apply for membership in the co-op within 90 days or such other time as may be reasonable in the circumstances. If they fail to apply for membership, they will be considered to be a casual guest.

7.4 Casual Guests

- a. Members may have only a reasonable number of guests at any one time occupying the member's unit.
- b. Members must have the board's permission to permit a guest to stay for more than thirty days aggregate in 12 months.

7.5 Long-Term Guests

- a. Upon application, the Board may allow members to house a guest for an indefinite period as long-term guests under this by-law and include:
 - Family members who are part of a member's household
 - Live-in employees

- Additions to the household who have been refused membership, and
- Others whom the member invitees.

b. Upon approval by the Board for occupancy in a unit by a long-term guest, members and their guests must sign a long-term guest agreement.

c. The Board may cancel long-term guest status or change the terms of the long-term guest status at any time if the guest is in violation of the House Rules, policies or by-laws of the co-op. The Board shall give written notice to the member and the guest of any meeting where guest status will be discussed. The Board shall give written notice to the member and the guest of the termination of the long-term guest status after reaching its decision to do so. The Board shall decide when the long-term guest status terminates. There is no right of appeal.

7.6 Principal Residence

All members must use their co-op units as their principal residence. The unit must remain their principal residence while they are absent.

7.7 No Transfer of Occupancy Rights

Members may not transfer his or her occupancy rights to anyone else whether a member or not.

7.8 No Profit

- a. Members must not profit, directly or indirectly, by reason of membership in the co-op or having occupancy rights to a unit in the co-op.
- b. Members must not profit upon or by reason of the termination of their membership or occupancy rights, nor shall they allow others to use their unit. In the event that any profit is realized, members must pay such profit to the co-op.
- c. The co-op reserves the right to ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement within a reasonable time after making such a request but in any case, within 14 days thereof. This request can include sworn statements about the arrangement from everyone involved.
- d. Profit does not include guests or sub-occupants paying their fair share of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the housing charges).

9.6 Death of a Member

- a. If a member dies and no other members occupy

the unit, the personal representatives of the deceased member shall vacate the unit by the end of the second month after death.

b. Upon a member's death, non-members living in the unit may apply for membership. If accepted, the board may allocate the unit to them without following the Member Selection and Unit Allocation By-law. If they do not apply for membership or their application is rejected, the board may evict them without using the procedures in Article 9.

Article 8: Termination of Occupancy

8.1 Procedures

a. A member intending to terminate occupancy rights in the co-op shall give sixty-five days notice in writing, addressed and delivered to the Board of Directors, which notice period shall end on the last date of a month. The unit shall be vacated by 12:01 PM of the last day of the notice period.

b. Members have full rights and obligations during the notice period and are responsible for any and all outstanding and duties under these by-laws until the end of the notice period.

c. Upon receipt of notice of termination, the Board may follow the procedures stated in 171.14 of the Act or take any other action to regain possession of the member's unit and may do so before or after the stated termination date. In this case, the board does not have to follow the procedures in Article 9 of this By-law.

8.2 Withdrawal from Membership

A notice to terminate occupancy will also be considered a notice of withdrawal from membership. Any notice of termination of occupancy without termination from membership will be invalid.

8.3 Vacant Unit

If a unit is vacant, the co-op may take possession and the member's occupancy rights end at that time. Termination of co-op membership will also be effective at the same time.

Article 9: Eviction Procedures

9.1 Terms Used in this By-Law

The Act uses the terms "terminating membership and occupancy rights" when referring to members of the co-op, and "terminating occupancy rights" when referring to

non-members. In this By-law these acts of the co-op are referred to as "evict the member" or "eviction." A copy of the rules in the Act that apply to ending the membership and occupancy rights of a member are contained in Schedule I.

9.2 When the Co-op Can Evict a Member

The Board may evict a member if the member:

- i. Owes housing charges to the co-op at the time of the board meeting
- ii. Has been repeatedly late in paying housing charges
- iii. Has broken the by-laws or rules in a way the board considers serious, or
- iv. Has repeatedly broken the by-laws or rules in a way the Board considers serious, even if the members has corrected the situation when given notice.

The Board may also evict a member if someone the member is responsible for, under the by-laws, has done any of the above.

9.3 How the Co-op Can Evict a Member

a. Before eviction

b. Before passing a resolution terminating membership and occupancy rights, the board must give 10 days' written notice signed by a director to the member of the meeting to be held to consider eviction of the member.

c. The notice shall state:

- i. The time and place of the Board meeting. It may also state a time when the board will consider the member's membership and occupancy rights during that meeting.
- ii. The reasons for the proposed eviction
- iii. The name(s) of the member(s) occupying the unit and the unit number
- iv. The fact that the member need not vacate the unit on or before the proposed eviction date and that the co-op may obtain a writ of possession after it terminates the member's membership and occupancy rights.

d. The Board may choose a later date to continue the eviction meeting and no further notice be given as long as the time and place of the continuation of the meeting is announced at the first meeting.

e. The notice shall state the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative may be a lawyer or any other person. The notice shall also state the member has the right to appeal the Board's decision to the general

membership of the co-op.

f. If the Board by majority vote decides to evict a member, the Board shall give the member a written eviction notice delivered within five days of the meeting at which the decision was made. The notice shall be signed by the co-op secretary.

9.4 Right of Appeal

a. A member whose membership and occupancy rights have been terminated may appeal the decision of the Board. The decision is not effective until the appeal is determined or abandoned.

b. Notice of appeal must be delivered to the Board within seven days of the date on which the eviction notice was given.

c. Upon receipt of a notice of appeal the Board shall:

- i. Call a meeting of the members, giving proper notice, or
- ii. Put the matter on the agenda for another members' meeting.

In any case, there shall be at least fourteen days between the time the notice of appeal is received by the Board and the members' meeting called to discuss the appeal.

d. Everyone who receives notice of the members' meeting shall also receive copies of any written statements that the member included with the notice of appeal subject to provisions set out in the act.

e. The member appealing the Board's decision has the right to attend personally or have his or her agent attend and speak at the meeting. The agent may be a lawyer or any other person.

f. The members, by majority vote, may confirm the Board's decision, or replace it with any other decision which the Board could have made, including the date of eviction.

g. The Board's decision is confirmed it:

- i. The members do not pass a resolution to change the decision, or
- ii. A quorum of co-op membership is not present at the meeting or at the time of the vote.

h. If the appeal is unsuccessful and termination of the member's membership and occupancy rights in the co-op is upheld, the member shall be evicted on the date set out in the notice to vacate or as set by the members at the hearing of the appeal.

9.5 Legal Action

a. The Board may decide to commence legal action as a result of decisions under previous sections. The

Board is not required to wait until the eviction date to start legal action.

b. The Board may choose someone to deal with legal actions for the co-op. It can do this either making it part of that person's job description or by a resolution. This person can:

- i. Give all necessary instructions to the co-op's lawyers, and
- ii. Make a settlement or other agreement after consulting with the co-op's lawyers.

The Board may limit the person's authority by a board resolution.

9.6 Performance Agreements

a. The co-op, through the Board, may reach a performance agreement with the member, whereon any outstanding resolution evicting the member will be cancelled.

b. The performance agreement may state how the member will:

- i. Carry out obligations in the future
- ii. Correct any past problem, and
- iii. Compensate the co-op for any losses.

The Board shall authorize every performance agreement. It may authorize an employee, director or committee, formal or informal, to decide on the detail of the agreement and sign it.

c. The Board may use the Performance Agreements in Schedules G and H of this By-Law.

d. If the member breaches the performance agreement, the Board must start the procedure to evict the member over again. Breach of the performance agreement does not in itself give the co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members of the co-op or a judge.

e. When signing a performance agreement, the Board may decide a resolution of eviction will not be effective if the member:

- i. Pays the amount owed, or
- ii. Carries out any acts that the Board states in the resolution within the period stated in the resolution.

9.7 Non-Members in a Member Unit

In dealing with non-members occupying a member unit,

the co-op may take any procedure permitted by law.

Article 10: Miscellaneous

10.1 Personal Information of a Member

- a. If a member(s) at an appeal or general members' meeting discloses personal information about themselves, the Board may disclose other relevant personal information about the member(s).
- b. If members appeal a Board decision about another member, or bring up a discussion at a members' meeting involving personal information about another member, they must get the other member's prior written approval. The Board may then allow members to discuss that personal information about the other person concerned and the Board may disclose relevant personal information about the member concerned. If that person does not give approval, the discussion is out of order.

10.2 Serving Documents

The Procedure for service of notice(s) and/or documents to members in connection with an eviction shall be as follows:

- A separate notice shall be given to each member against whom eviction is sought, and to any member who has vacated the unit by personally serving a copy of such document or notice on the member.
- In the even a member is absent or evading service, the notice or document may be given by:
 - o Handing it to any apparently adult person at the unit,
 - o Posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
 - o Sending it by registered mail to the person at the unit.
 - o Service at the general office of the co-op for purpose of service on the co-op, it's Board or any committee of the Board.

10.3 Errors or Omissions in Procedures or Notices

A minor error or omission in any action taken or notice given will not affect any decision made by the board and/or members. A member may accept any minor defect in the co-op's procedures. The member may do this in writing, orally or by not objecting at the appropriate time.

By-Law No. 15(A)

Amending By-Law No. 15

Regarding the rights and obligations of the Venture Place Housing Co-operative Inc and its Members.

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative") as follows:

Article 5.5: Insurance and Member's Liability

- a. Members shall not breach or allow the continuation of any breach of any obligation the Co-op has to its insurance companies. Members shall not use or allow the use of any unit in such a manner which would or could increase the Co-op's insurance costs, or any other cost or liability of the Co-op.
- b. The Member shall be liable to the Co-op for damage to the property of the Co-op caused by the Member or his/her family, guests, or invitees.
- c. The Member shall maintain property damage and public liability insurance to protect the Co-operative and themselves against fire, water damage and comprehensive liability in the minimum amount of one million dollars.
- d. The Member shall provide documented proof of all above required policies to the Co-op office at each renewal interval."

Approved by the Board of Directors the 23rd day of February.

Confirmed by two-thirds of the members present at a meeting of the Members of Venture Place Housing Co-operative Inc. The 9th day of April, 1995.

By-Law No. 15(B)

Amending By-Law No. 15

meeting of the Members of Venture Place Housing Co-operative Inc. The 12th day of March, 2007.

This motion is the result of a recommendation by Dave Howard of The Agency for Co-operative Housing to the Board of Directors at his recent visit here. He stated that we had the lowest Minimum Monthly Housing Charge in all Co-ops. Most are running from \$200.00 to above \$400.00 with the average being around \$300. He stated that as a result of our low minimum charge we inadvertently subsidize the Municipality with the difference between our minimum housing charge and what the Municipality pays as a Shelter Component. To comply with the agency's recommendation as well as to be prudent fund managers of the Subsidy Pool we propose the following.

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the "co-operative") as follows:

Article 3.5: Minimum Occupancy Charge

The Minimum Monthly Occupancy Charge is:

1. Members who are entitled to receive a Shelter Component from a Government agency; the full amount of the current Shelter Component available to them.
2. Members who are not entitled to a Shelter Component; are required to pay the Minimum Housing Charge set by the Co-operative.

The Board of Directors may adjust the Minimum Housing Charge to a maximum of \$300 per month. This adjustment is to be made only for the purpose of managing the Subsidy Pool so that the amount of Subsidy Funds received from CMHC meets the current need of those members requiring subsidized housing assistance. In the event that an adjustment is required, the following Article is to be applied: Article 4.4 Effective Date of Change in Housing Charges; (a) (page 32).

Approved by the Board of Directors the 7th day of February, 2007.

Motion: To accept changes to By-Law 15, Article 3: Members Contributions; 3.5 Minimum Occupancy Charge as stated above.

Moved by: Carole Kotyk. Seconded by: Pat Maisonville.

Carried by: Number of members in attendance 33, number of members supporting the motion 25, percentage of members in attendance 75%.

Confirmed by two-thirds of the members present at a

By-Law No. 16

Non-Solicitation By-Law

Whereas members are entitled to the quiet enjoyment of their apartments and the common areas of the building; and

Whereas the common areas are not areas suitable for loitering or public gatherings by members or non member alike; and

Whereas the presence of strangers in our hallways and lobbies create needless stress and uncertainty for our member,

Be it Resolved that no soliciting is to be permitted in the building without the prior approval of the Board of Directors; and

Be it Resolved that loitering or partying in the public areas of the co-op will be considered reason sufficient to have these non-members or guests removed from the building, and

Be it Resolved that loitering or partying in the public areas of the co-op will be considered reason sufficient for the termination of membership and occupancy rights.

Enacted this 26th day of March 1992.

Approved by the General Membership.

By-Law No. 17

Parking By-Law

1.0 Definitions

For this By-Law, here-in-after

“Board” refers to those members elected to the Board of Directors by the members of the Co-op.

“Co-op” refers to the Venture Place Housing Co-operative Inc.

“Office” refers to the managing office of the Co-op.

“Member(s)” refers to the member or members of the Co-op.

“Household” refers to the members, long-term guests, and casual guests who reside in a unit of the Co-op.

“Member parking” refers to both underground parking spaces posted as such.

“Visitor parking” refers to the outside spaces posted as such.

“First Space” refers to a household with one Member Parking Space or application for,

“Second Space” refers to a household with two Member Parking Space or application for,

“Third Space” refers to a household with three Member Parking Space or application for,

“Vehicle” refers to automobiles, vans, pick-up trucks and motorcycles.

1.1 Rights and Responsibilities of Member Parking

a. Each household has the right to use and is responsible for parking charges of one underground parking space provided for the purpose of parking members vehicle(s) provided:

That confirmation documentation can be awarded that the vehicle is:

- i. Registered by the Department of Motor Vehicles as fit and plated with a valid sticker and
- ii. Covered by Public Liability and Property Damage Insurance and
- iii. Registered to a member or
- iv. Granted use to a member by an employer or
- v. Leased by a member from a known leasing agency or
- vi. Rented by a member from a known rental

agency

b. Each member has the right to request additional Member Parking Space. Further, each additional Member Parking Space shall be used only by vehicles that conform to section 1.1(a) of this by-law.

c. Limitations of this By-Law shall not reduce any right or responsibility granted by section 1.1 of this By-Law.

1.2 Limitations to the Right of Member Parking

a. Each member has the right to use of Member Parking Spaces by vehicles that conform to section 1.1 of this By-Law and

b. Each vehicle in a member parking space shall

i. Have the vehicle make, model, colour, year and license plate number listed with the office and

ii. Be parked in a space to which it is listed in the office and

iii. Be the only vehicle in said parking space then and

iv. Not have major repairs acted on in said space.

1.3 Member Parking Space Granted Privileged use by the Board

a. The Co-op retains the right to grant privileged use of Member Parking Space. Said space may not conform to section 1.1 of this By-Law. However, said use shall

i. Not limit any member the right or responsibilities granted in section 1.1 of this By-Law and

ii. Be bound by section 1.2(b) of this By-Law and

iii. Follow all further restrictions stated as a condition of the privilege

b. Requests for Member Parking Space granted privilege by the Board of Directors shall be received by the Office. Further, said requests shall be accepted or rejected by motion of the Board of Directors.

2.1 Allocation of Member Parking Space

Allocation is the process the Co-op shall use to distribute Member Parking Space fairly.

a. All households entitled to a Members Parking space, as outlined in section 1.1 of this By-Law, are to be allocated space in this order of precedence.

i. Households' first space for a disabled member then

ii. Households' first space for an existing member then

iii. Households' first space for a new member then

iv. Households' second space then

v. Households' third space then

vi. Member Parking Space granted privilege by the Board of Directors

b. Member Parking Space requests that hold the same precedence shall be granted space by the date requests were received.

c. A member whose underground parking space has been reclaimed does not get to bump the member who was last to receive an outside spot.

d. Preference shall be given to persons with a handicap permit in assigning the six designated parking spaces closest to the elevator entrance.

2.2 Regaining of Member Parking Space

Regaining is the process the Co-op shall use to revoke the use of Member Parking Space that has been allocated

a. Member Parking Space shall only be regained when

i. A provision of section 8.2 of this By-Law is being enforced or

ii. A household exercises section 2.5 of this By-Law or

iii. A request is received for a Members Parking Space which holds higher precedence as set out in section 2.1 of this By-Law, than the existing uses of the space and no other Member Parking Space is available or a violation of the condition(s) of a Member Parking Space granted by Privilege exists.

b. All members affected by the process of regaining a Member Parking Space shall receive written notification from the office detailing

i. The date the Co-op will regain said space and

ii. Any other incidence about said space

c. Members Parking Space shall be regained in the following order or precedence.

i. Spaces where provisions of section 1.3 of this By-Law are being enforced.

ii. Households exercising section 2.5 of this By-Law,

iii. Households third space

iv. Households second space

d. If two or more spaces hold the same level of precedence, the space last allocated shall be regained first.

2.3 Waiting List for Member Parking Space

a. All requests for Member Parking Space shall be received by the office. Further, said requests shall be held in order of the precedence, as outlined in section 2.1 of this By-Law, and then by date received. Member Parking Space shall be allocated in this order as well.

b. Refusal of a parking Space allocation by a member other than refusal due to the unsuitability of the space to the vehicle will place the member's request at the bottom of the waiting list, excluding

c. A physically handicapped member's request for a first space, which shall be given the highest priority until a suitable space is found.

2.4 Request for Member Parking Space

a. Requests for Member Parking Space shall be received in writing by the office. Further, request shall clearly state that it is a request

- i. Regarding section 2.3(c) of this By-Law or
- ii. For a household's first space or
- iii. For a change in a member's parking space or
- iv. For household's second space or
- v. For a household's third space

b. Members may make a request for section 2.4(a) (iii) of this By-Law not more than once in any twelve months period

c. The Office shall supply the necessary forms for members parking Requests

2.5 Termination of Member Parking Space

a. If a member wishes to terminate the use of their parking space, a written notice shall be received by the Office. Further, said notification shall give thirty day notice of such termination. Said action shall not reduce any responsibility levied by section 1 of this By-Law

b. If a household terminates occupancy in the Co-op, the termination shall also apply to all Member Parking Spaces allocated to the household. Such notice shall be deemed a notice acceptable by section 2.5(a) of this By-Law. Further, said space will be regained on the date of the occupancy termination.

3.1 Maintenance of Member Parking Space

Members are responsible for keeping their parking space(s) free of garbage and debris.

4.1 Courtesies of Member Parking

- i. As exhaust fumes are dangerous to all our health, please do not leave your car idle in the garage.
- ii. Please avoid creating any blockage to the common

entrances and exits or any apparatus used to open these entrances and exits.

iii. Please follow all signs as posted.

5.1 Rights and Responsibilities of Visitor Parking

It is the intention of the Co-op to supply a Visitor Parking Area for the guests of all members.

5.2 Limitations to the Rights of Visitor Parking

a. Each non Members' vehicle without a Visitor Parking Pass in a Visitor Parking Space shall

- i. Be limited to one Visitor Parking Space and
- ii. Be the only vehicle in said parking space then and
- iii. Follow the time limitations as posted

b. Each member's vehicle without a Visitor Parking Pass in a Visitor Parking Space shall

- i. Be limited to one Visitor Parking Space and
- ii. Be the only vehicle in said parking space then and
- iii. Be limited to a length of time not to exceed 30 minutes

c. Each vehicle with Visitor Parking Pass in a Visitor Parking Space shall

- i. Be limited to one Visitor Parking Space
- ii. Be the only vehicle in said parking space then and
- iii. Follow the time limitations as specified on the Visitor Parking Pass

6.1 Rights and Responsibilities of Visitor Parking Passes

All Members have the right to Visitor Parking Passes for use by guests.

6.2 Limitations of Visitor Parking Passes

a. Each Visitor Parking Pass shall be limited to

- i. The length of time requested but not more than 72 hours.
- ii. The vehicle to which the make, model, year, license plate and unit number of the member requesting the pass are recorded.

b. The issuing of a Visitor Parking Pass in no way guarantees or admits liability for a parking space in the Visitor Parking Area.

7.1 Issuing of Visitor Parking Passes

All Visitor Parking Passes shall be

- a. Issued by the Office which shall
 - i. Record all information as required by section 6.2(a) and
 - ii. Record the date of issue and
 - iii. Record the date of expiry and
 - iv. Record the name of the requesting member and
 - v. Record the name of the vehicle's owner and
 - vi. Record on a Visitor Parking Pass all information describing the vehicle and the time limitations only and
 - vii. Send written notification on that day to the Security Committee

- b. Issued by a Security Committee Member who is on duty and shall
 - i. Record all information as required by section 6.2(a) and
 - ii. Record the date of issue and
 - iii. Record the date of expiry and
 - iv. Record the name of the requesting member and
 - v. Record the name of the vehicle's owner and
 - vi. Record on a Visitor Parking Pass all information describing the vehicle and the time limitations only and
 - i. Send written notification by the following Business day to the Office.

8.1 Limitation to Parking on Co-op Property

Parking on the property of the Co-op shall be limited to

- a. Member Parking Spaces, to be used only as outlined from section 1 throughout and including section 4 of this By-Law, and
- b. Visitor Parking Spaces, to be used only as outlined from section 5 throughout and including section 7 of this By-Law.

8.2 Violations of this By-Law by Members

Each member with a vehicle parked on Co-op property violating this By-Law shall receive

- a. Written notification from the office describing
 - i. The violation(s) and
 - ii. The means to resolve the violation(s) and
 - iii. A request for remedial action or a written reply and

iv. A date remedial action or a written reply is expected by.

b. If the situation persists past date mandated in section 8.2(a)(iv), then the member's vehicle will be towed and/or ticketed at the expense of the owner of the vehicle.

8.3 Member(s) Right of Appeal

All members, and/or their representative, have the right to an appeal to the Board of Directors. Appeals shall be granted to review the violation(s) and/or the means to resolve said violation(s) of section 8.2 of this By-Law. Written notice of appeal shall be received by the Office. Further, said notice shall be received before the third day after receiving the first written notification of said violation(s).

8.4 Violations by Non-Members of section 5.2

Each Non-Members' vehicle parked on co-op property violating this By-Law shall

- i. Have the police notified for ticketing and/or
- ii. Be ticketed by police on their regular rounds and/or
- iii. Be towed away at the expense of the owner

9.1 Grievances and Complaints

All grievances and complaints pertaining to violation(s) of this By-Law shall be

- a. In written form and
- b. Be dated and
- c. Clearly state the nature of the violation(s) and
- d. Be signed by the offended member and
- e. Be received by the Office

Approved by the Board of Directors February 24, 1994

Approved by the General Membership April 10, 1994

By-Law No. 17(A)

Amending By-Law No. 17: Parking Rights and Responsibilities

Regarding Parking Rights and Responsibilities of the Members and the Co-operative

Whereas By-Law 17 supersedes all previous By-Laws or resolutions pertaining to parking rights and responsibilities of the Members and Co-operative, and

Whereas it is the intent of By-Law 17 to give a maximum benefits to each Member while maintaining the rights of all Members, and

Whereas Section 1.1(a) of the By-Law does not take into consideration the possibility of a Member having in her or her parking spot a vehicle that does not fall within the definitions of Section 1.1(a) iii, iv, v, vi,

Therefore be it enacted as a by-law of Venture Place Housing Co-operative Inc (hereinafter called the “co-operative”) as follows:

Section 1.0 Definitions is hereby revoked and the following substituted therefore:

1.0 Definitions and Priority of this By-Law

- a. For this By-Law, here-in-after “Vehicle” refers to automobiles, vans, pick-up trucks and motor cycles.
- b. This By-Law supersedes all previous By-Laws, Policies or resolutions pertaining to parking rights and responsibilities of the Members and the Co-operative.”

Section 1.1(a) be amended to include:

“Section 1.1(a) vii – Granted to the Member by the registered owner, complete care, custody and control of the vehicle.”

Approved by the Board of Directors the 9th day of February, 1995.

Confirmed by two-thirds of the members present at a meeting of the Members of Venture Place Housing Co-operative Inc. The 9th day of April, 1995.

By-Law No. 18

Capital Management By-law

Scope: The effective and efficient management of all the Co-operative’s assets, to maximize capital return on all investments while maintaining the quality of the structure and the comfort and enjoyment of the Members.

Authority: Ultimate control of finances and financial decisions rests with the Co-op Membership through their input into and their approval of the Operating Budget and Spending Plan.

The Co-operative’s Board of Directors are the Membership’s elected officers charged with the responsibility to carry out faithfully the decisions agreed to in the Operating Budget and Spending Plan.

The Finance Committee is a volunteer group of Co-op Members together with the Co-operative’s Treasurer, appointed by the Board to assist the Board in executing their financial responsibilities.

1. The Operating Budget: The budget is the financial plan for all matters relating to all capital assets of the Co-operative.

Commencing 180 days prior to the start of a new fiscal year, a budget for the coming year will be prepared by the Finance Committee in consultation with the other Co-op Committees and the Board of Directors. A preliminary budget will be presented by the Finance Committee to the Board of Directors no later than August Fifteenth for their approval or amending. Should the budget require further work due to amendments the Board of Directors shall give timely notice to the Finance Committee to rework those amended categories and then present the modified budget to the Board of Directors. The Board of Directors will then call a General Meeting for the express purpose of presenting the budget to the General Membership for their review and approval. Should there be further amendments due to the input of the General Membership the budget will be reworked by the Board of Directors and the Finance Committee and then presented to the General Membership for final approval. Final approval must be obtained prior to September Twenty Ninth of each year.

The budget must account separately for each major category of revenue or expenses. Each section of the budget must be accompanied by sufficient detailed notes to allow meaningful discussion by the Members.

2. Spending Plan: The Finance Committee shall formulate a spending plan for discretionary spending for the coming fiscal year based upon the preliminary budget. This spending plan shall be presented to the Board of Directors

for their approval or amending by August fifteenth of each year. Should amendments be necessary the Board of Directors shall notify the Finance Committee in a timely manner and the Finance Committee shall amend the spending plan in a timely manner. Once the spending plan is approved by the Board of Directors a General Meeting will be held to inform the General Membership of the plan and to receive input from Members. Should the General Membership request a change in spending priority at the meeting and the request is economically feasible the General Membership's request shall prevail. The spending plan shall be approved and ready for implementation by September Twenty Ninth of each year.

The approved budget and spending plan is the official and only financial plan of the Co-operative.

3. Changes to the Annual Budget: During the course of the fiscal year, the Board of Directors and Finance Committee may revise the budget if necessary. Any such revisions must be reported to and approved by the General Membership at a General Membership Meeting. A revised budget is necessary for the following:

- a. Any increase or reduction in one budget category exceeding \$500.00 must be reported to the next General Meeting;
- b. Any increase or decrease in expenses which results in an increase or decrease of the total expense budget (minus mortgage payments) must be approved in advance by the General Membership; and
- c. Any change in housing charges as a result of revisions to the budget must be approved in advance by the General Membership in accordance with the Co-op's by-laws.

4. Types of Expenses:

a. Non-Discretionary:

- i. These are expenses that are incurred by the Co-op routinely and are not the result of a specific purchase order. They include such things as municipal taxes, utilities (electricity, water, gas), salaries, management contracts, insurance policies (if the coverage is not being changed), accounting firm retainers, and any contracted services once the contract is entered into by the Co-op.
- ii. Before contracts, written or oral, are entered into by the Co-operative, committing the Co-operative to ongoing routine expenditures (for example, staff salaries, management contracts, maintenance contracts), the Treasurer and the Finance Committee shall advise the Board of Directors as to the budgetary implications and appropriate revisions to the budget if applicable. Such contracts or commitments need Board of

Director approval prior to implementation.

iii. The Finance Committee shall, on an annual basis, review the insurance coverage of the Co-operative and will advise the Board of Directors concerning the same.

iv. After approval by the Finance Committee, non discretionary expenses may be paid by the Treasurer or a staff person designated by the Board of Directors. If a non-discretionary expense goes over budget or is expected to go over budget, it must be reported to the next meeting of the Board of Directors by the Finance Committee. The Board of Directors shall then make or propose an appropriate revision to the budget in accordance with Sections 3a) and 3b).

b. Discretionary Expenses:

i. These are expenses where the Co-operative has an option as to when (or if) to incur them. They include such things as material and equipment purchases, maintenance supplies, office supplies, professional services, education, membership in other organizations, new staff positions, changes in insurance coverage and signing new contracts for any good or services.

ii. All discretionary expenses must be authorized by means of a purchase order following prior approval by the Finance Committee where required. The Co-operative Purchasing Agent may issue purchase orders as follows:

- Where the expense is within the budget approved for that committee or category (for example, Maintenance, Landscaping, Administrative) and is up to \$300, no further approval is required;
- Where the expense is not in the budget and Spending Plan approved for that category, and more than \$300, it must be approved by the Board of Directors upon recommendation from the Finance Committee at the next Board of Directors meeting;
- Where the expense will put a budget category over budget or was not anticipated by the budget and is up to \$500, it must be approved by the Finance Committee who will make a recommendation to the Board at the next meeting. The Board of Directors will have final approval over the purchase.
- Where the expense will put a budget category over budget or was not anticipated in the budget and is over \$500, it must be reported to the Finance Committee who will make a

recommendation to the Board of Directors. The Treasurer and the Board of Directors will make a recommendation to the General Membership at the next General Membership meeting (or one called for that purpose). The General Membership will have the final approval over the purchase.

iii. Before approving a discretionary expense of more than \$300 (including yearly renewal of contracts), the Co-operative will obtain 3 bids or quotes.

iv. For the purpose of routine maintenance and repair, at the time of budget preparation, three quotations will be obtained from qualified and competent contractors for all trades anticipated being required.

The quotations will show the following;

Labour charge out rate per hour per technician and, overhead mark up on materials and equipment purchased and, profit mark up on materials and equipment purchased throughout the coming fiscal year. At a combined committee meeting of the Finance Committee and Maintenance Committee the tenders will be reviewed and discussed. A recommendation of the joint Committees regarding each trade will be forwarded to the Board of Directors for their approval.

c. Emergency Expenses:

i. These expenses are those that have to be incurred immediately because a delay will endanger personal safety, deny members their basic shelter rights (water, light, heat, fire protection and security), or risk undue property damage.

ii. An emergency expenditure may be approved by designated staff or Board Members without a maximum. The Board of Directors shall designate the person(s) who can approve emergency expenditures as required.

iii. All emergency expenditures, once approved must be reported to the General Membership in writing, posted on the bulletin boards, indicating what is being done, what it is costing, and when it will be complete.

5. Spending Authority and Signing Officer

a. Spending authority is primarily exercised in Section # 4 explained above. The other steps outlined in Section # 6 and 7 are administrative and/or are for control and reporting purposes.

b. The Co-operative will appoint a Purchasing Agent who will be responsible for the expenditure process as authorized by the Finance Committee and Section 4b) ii and iii above. The Purchasing Agent for this Co-operative is the Office Manager/Co-ordinator.

c. The Office Manager will be responsible for all disbursements and accounting and reporting of the Petty Cash, Credit Card/s and Benevolent Fund.

d. All cheques will be signed by two persons. Either the President, Vice-President, or Secretary on behalf of the Board of Directors, together with the Treasurer, as the Finance Committee's representative, shall be the two signatories.

e. No person may issue any purchase order or approve any purchases or payment that substantially benefits that person only.

6. Finance Committee Procedures:

a. The Finance Committee will meet as required to review and authorize all:

i. Requests by budgeted committees, staff or authorized persons to disburse funds for budgeted discretionary expenditures for the coming month(s);

ii. Requests for unbudgeted discretionary expenditures.

iii. Motions of approval by the Finance Committee for expenditure shall be the Purchasing Agent's authorization to sign the corresponding cheque.

b. Payments for non-discretionary expenses, discretionary and emergency expenses incurred the previous month.

Motions of approval by the Finance Committee for the payment of expenditure shall be the Treasurer's authorization to sign the corresponding cheque.

c. The Finance Committee will meet monthly to review the monthly financial budget report and to make recommendations to the Board of Directors.

d. Committees which are excluded from the budget are exempt from the foregoing.

7. Office Procedures:

a. All invoice or bills shall be initialed indicating accuracy and approval by the party responsible for the order and this shall be authorization for a cheque to be issued.

b. Each invoice or bill will be date stamped upon receipt and stamped with the Co-op's audit trail stamp prior to being paid. The Office Manager will assign the account code to each invoice or bill.

- c. In the case where there is no invoice or bill; for example, refund of a maintenance guarantee, a cheque requisition form will be filled out with the necessary details.
- d. All cheques will be prepared for signing by the Office Manager. In no case will the person preparing the cheque be a signing officer who signs that cheque.
- e. Invoices must be attached to the cheques submitted for review and motion by the Finance Committee. The invoices are to be submitted by the Treasurer to the Finance Committee. The Treasurer is responsible for their return on the next business day.
- f. The Office Manager is responsible for the release or transmittal of the signed cheques to the payees.
- g. The Office Manager will file all initialed and paid invoices alphabetically.
- h. The Office Manager will prepare monthly budget reports for the Finance Committee, Treasurer and the Board of Directors.

8. Investments: Set forth below are the conditions under which Co-operative cash holdings will be invested.

- a. Source of Funds The Co-operative will have funds to invest from four sources:
 - i. The Replacement Reserve Funds (Money set aside for large maintenance expenses in the future), required by our Operating Agreement with CMHC.
 - ii. Members' last month's housing and parking charges, key deposits, and maintenance guarantees on deposit; and
 - iii. The Subsidy Surplus Fund; and
 - iv. Any surplus from general operation.
- b. Objectives
 - i. To minimize idle cash holdings.
 - ii. To optimize the return on investments.
 - iii. To provide the funds necessary to carry out capital projects, including improvements and replacements, within the Co-operative as required from time to time.
 - iv. To ensure the Co-operative has adequate working capital.
 - v. To offset or reduce the effect of inflation

on reserves and operations.

c. Authority To Invest Surplus Funds

- i. The Finance Committee shall make recommendations to the Board of Directors regarding all investments
- ii. The Board of Directors may invest surplus and reserve funds of the Co-op in government bonds, treasury bills, high interest-bearing deposits and/or securities with a credit union, chartered bank, trust company, or Province of Ontario Savings Office.
- iii. Surplus and Reserve Funds shall be invested in a manner that achieves a reasonable rate of return but does not jeopardize the financial stability or interfere with the normal operation of the Co-op. The Board of Directors shall not invest and funds of the Co-op in any security or investment other than as mentioned above or any security have a maturity date of one year or longer from the time of the investment without the authority of a resolution of the members.
- iv. Funds shall be invested in the Co-operative movement whenever possible. No funds shall be invested with institutions whose activities knowingly conflict with the principles and objectives of the Co-operative movement.
- v. The Board of Directors shall invest all reserve funds in accordance with sub-section C(i). The interest earned on reserve funds shall be added directly to the reserve and shall not be considered operating revenue.
- vi. Funds invested in any one institution shall not exceed the maximum amount insured under Canadian Deposit Insurance Corporation or must be insured by the Government of Canada.

d. Responsibility

I. Finance Committee

- i. The Finance Committee is responsible to the Board of Directors and the General Membership for the development and administration of investment procedures consistent with the By Law.
- ii. The Finance Committee shall review the cash and investment report on a monthly basis and shall recommend to the Board of Directors any changes in the management of investments that it considers necessary or advisable.
- iii. The Finance Committee shall report on the Co-op's financial standing in regard to the current

budget, the spending plan, and investments at each General Membership meeting.

II. Board of Directors

- i. The Board of Directors has the authority to overrule any investment decision.
- ii. The Board of Directors shall seek advice from time to time from authorities in the investment field, including but not limited to the Co-operative's accountant, bank manager and legal counsel.

III. Treasurer

- i. The Treasurer is authorized to invest the surplus funds of the Co-op in accordance with the decision of the Board of Directors.
- ii. The Treasurer shall monitor the cash position and investments of the Co-op and maintain a detailed record of all funds and investments.
- iii. The Treasurer shall report monthly to the Finance Committee on the cash position and investments of the Co-operative.

IV. Office Manager

- i. The Office Manager is responsible for maintaining suitable minimum balances in the checking and savings (demand deposit) accounts.
- ii. The Office Manager is authorized to transfer funds between checking and savings accounts and investment accounts under the direction of the Board of Directors.
- iii. Surpluses and shortages in the checking and savings accounts must be reported to the Finance Committee on a monthly basis and to the Treasurer in the case of an emergency. The Treasurer shall notify the Board of Directors and Finance Committee of the discrepancies.

V. Members

- i. Members who stand to benefit in matters concerning financial institutions or other aspects of investments will abstain from voting.

9. Replacement Reserve:

- a. The purpose of the Fund is to have sufficient capital invested for necessary replacement of capital expenditure items provided for the mortgage, or items with a life expectancy of 5 years or longer (such as refrigerators, stoves, mechanical laundry equipment, roofs, plumbing, heating equipment, and/or other items of a capital nature).
- b. The Replacement Reserve Fund is part of the Annual

Operations Budget. A cheque or automated debit is drawn from the operating account monthly and deposited in a separate Replacement Reserve bank account.

- c. A portion of the funds should be invested in long-term investments (e.g. 5 year certificates to obtain the maximum interest rate possible).
- d. The Finance Committee and the Board of Directors will be responsible for recommending expenditures from the capital budget. From time to time, they may seek recommendations from various committees with regards to this type of spending. No capital expenditures shall be made without prior approval of the General Membership and CMHC.

10. Assets:

- a. No additions or deletions are to be made to the physical property, furnishings, fixtures, or any other appurtenance or to the surrounding grounds that is Co-op property without the approval of the General Membership.
- b. No assets shall be disposed of without prior approval of the General Membership.

11. Committee Funds:

- a. Any committee that receives no budgeted funds is exempt under this By-Law. All such committees are required to submit monthly reports to the Finance Committee and Board of Directors even if there is no change in the status of their income and expenditures in the past month.
- b. The Chairperson of each committee shall report by the 15th of each month with a signed statement of receipts and disbursements with resulting cash balance either on hand or in the bank at the end of the previous month.

Approved by the Finance Committee on:
May 23, 1996

Approved by the Board of Directors on:
May 30, 1996

Approved by the General Membership on:
June 23, 1996

By-Law No. 19

By-law Incorporating Human Rights Code

A By-Law to Incorporate the Ontario Human Rights Code into all Venture Place Housing Co-operative By-Laws and Policies and Practices.

Whereas Section 95 Formerly 56.1 The Agreement,

Between: Canada Mortgage and Housing Corporation and Venture Place Housing Co-operative

Includes Article 7. Paragraph 12.

Discrimination

The Co-operative agrees that it will not in the provision of accommodation discriminate against an applicant for occupancy or for lease by reason of race, national or ethnic origin, colour, religion, age, sex, marital status, conviction for which pardon has been granted or by reason of children forming part of the family.

Further

The Co-operative hereby incorporates into, and agrees to comply with, the Ontario Human Rights Code in all of its current and future By-Laws, Policies, Procedures and practices including but not limited to:

- a. Services,
- b. Accommodation,
- c. Contracts,
- d. Accommodation of persons under 16,
- e. Employment.

Human Rights Code – Revised Statutes of Ontario, 1990 Chapter H. 19 as amended by: 1993, Chapter 27, Sced.; 1993, Chapter 35, s. 56; 1994, Chapter 10, s.22; Chapter 27, s.65 and the following Regulation (as amended): Search and Entry Warrants (R.R.O. 1990, 642)

Every Person has a right to equal treatments without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status or handicap.

The Co-operative shall employ the services of a consultant trained in presenting Human Rights Code instruction and familiar with Human Rights issues for the purpose of instructing all Board and all Committee Members on Human Rights requirements pertaining to the Co-operative. This instruction shall be done on a yearly basis commencing with the Board and Committee Members

elected and/or appointed for the fiscal year 1998-1999.

A copy of the current Ontario Human Rights Code will be made available to all Members to read at the Office during Office Hours.

Approved by the By-Law Committee:
May 19, 1998

By-Law No. 20

Pets By-law

Whereas: The Members of Venture Place Housing Co-operative has at the opening of the building expressed through the Application Form that no pets of any kind would be allowed any where in the building; and

Whereas: The Members instituted a Policy on June 25, 1989, to allow certain pets within the Members Suites, i.e. small birds and goldfish; and

Whereas: The Members upheld the Policy on May 7, 1996 and again on March 30, 1998.

Therefore: The Members hereby enact By-Law 20 to regulate pets within the building.

1. No Member, long term guest, or visitor shall bring in, or cause to be brought in, or to allow entry to an animal, reptile or rodent into the Co-operative building.
2. Small birds, no larger than a cockatoo are allowed in a Members suite.
3. Small fish, no larger than a goldfish are allowed in a Members suite.
4. No aquarium shall have greater water capacity than 10 US gallons / 38 litres.

Penalties: Members found in violation of this By-Law shall be served with a Notice of Eviction.

Approved by the By-Law Committee:
July 6, 1998

Approved by the Board of Directors:
July 8, 1998

Approved by the General Membership:
July 19, 1998

Approved by the General Membership:
February 10, 2003

By-Law No. 21

Housing Charge Subsidy Bylaw

Purpose A bylaw to describe and to regulate the management of the Subsidy Fund

Definitions

"Co-op" - Means Venture Place Housing Co-operative Inc.

"CMHC" - Means Central Mortgage Housing Corporation

"Operating Agreement" - Means the legal document signed by the Co-operative and CMHC, signed and sealed on December 21, 1984 outlining the respective terms and conditions by which the Co-op receives Subsidy Funds.

"Act" - Means the Co-operative Corporation Act, Revised Statutes of Ontario, 1980, c.91 as amended by 1981, Chapter 61, as from time to time amended, and every statute that may be substituted. Therefore and, in the case of such substitutions, any reference in the by-laws of the Co-operative to the provisions of the Act shall be read as references to the substituted provisions therefore in the new statute or statutes.

"Adult Child" - Means a person who is not a Member of the co-op as defined above, who is related to the Householder by blood, marriage or adoption. Adult Children, has a corresponding meaning.

"Household" - Means all of the occupants in an income tested suite and Householder means the head householder of the suite. A Householder must be a Member.

"Housing Charges" - Means the amount of money charged for a suite at full Market Rate based upon the number of bedrooms a suite contains. Housing Charges are determined by the General Membership.

"Member" - Means a person whose application for membership has been approved by the Board of Directors and whose membership has not been terminated by the Board of Directors.

"Casual Guest" - Means a person who is not a Member as defined above, who resides in a member's suite 30 days aggregate or less in a 365 day period.

"Long Term Guest" - Means an individual, who is not a Member as defined above who resides in a member's suite 31 days or more in a 365 day period.

Jurisdiction

1. This Bylaw supersedes all previous Subsidy Motions, Policies and Bylaws and replaces them.
2. All requirements of the Operating Agreement between

CMHC and Venture Place Housing Co-operative regarding Subsidy are hereby incorporated into this Bylaw.

3. All requirements of the Co-operative Corporations Act regarding Non Profit Housing Co-operatives are hereby incorporated in this bylaw.

The Subsidy Fund

1. The Subsidy Fund is provided by CMHC in accordance with the Operating Agreement and the monthly amount is determined as specified therein.

2. The Subsidy Fund will be placed in a separate bank account administered by Venture Place Housing Co-op Inc.

3. A report of the status of the Subsidy Fund will be provided by the Office Manager to the President and the Board of on a monthly basis.

The Subsidy Committee

1. The Subsidy Program will be coordinated by the Office Manager under the direction of the Subsidy Committee in compliance with Bylaw 21. The Subsidy Committee shall make reports to the President of the Board of Directors upon the President's request.

2. The Subsidy Committee shall consist of no less than four Members of Venture Place Housing Co-operative Inc.

3. The Subsidy Committee shall be appointed by the Board of Directors without a Board Liaison.

4. Each member of the Subsidy Committee is obligated to sign the document regarding Conflict of Interest and the document regarding Confidentiality.

5. All personal information that the Committee receives during its investigation of Income Tested Households must be kept strictly confidential.

6. Violations of paragraph (5) will result in the dismissal of the Member from the Subsidy Committee by the Board of Directors.

Fund Administration - The Office Manager shall advise the Subsidy Committee Chairperson of all:

Initial Applications for Subsidy, Applications for Renewal of Subsidy, and Changes in Income

1. The Office Manager shall provide the Subsidy Committee Chairperson with the applicant's proof of income. (The applicant's most recent Income Tax Notice of Assessment form, plus, proof of income for the previous month) within five (5) days of receiving it from an applicant. The Office Manager shall provide to the Subsidy Committee Chairperson the amount of available funds in the Subsidy Fund along with the application.

2. The Subsidy Committee shall meet within fourteen (14) days of receiving an application for Subsidy assistance for

the purpose of reviewing it. The Subsidy Committee shall base their calculations on the applicants' proof of income and the Terms stipulated in the Operating Agreement and the Eligibility Criteria, and Amount of Subsidy to be Allocated, of Bylaw 21.

3. The Subsidy Committee shall ascertain whether the applicant qualifies for assistance from the Subsidy Fund and determine the amount to be awarded.

4. The Subsidy Committee shall ascertain if there are available funds in the Subsidy Fund to pay for the additional amount.

5. Should there be insufficient funds to pay the assistance required; the Subsidy Committee Chairperson shall within five (5) days notify the Office Manager and President of that fact.

6. The President shall convene a meeting of the Board of Directors within seven (7) days to resolve the issue by making the necessary changes as stated in Amount of Subsidy to be Allocated, Bylaw 21.

7. The President shall advise the Office Manager and the Subsidy Committee Chairperson of the Board's decision within two (2) days following the Board's decision.

8. Should a change in the percentage of income and / or the minimum amount per month be required to resolve the insufficiency stated in para.5. notices of these changes will be sent to every Householder to whom the changes apply.

9. The Subsidy Committee Chairperson shall forward to the applicant/s in writing the Subsidy Committee's decision with a copy to the Office Manager.

10. The Member/s shall enter into an agreement with the Co-op for the Subsidy assistance by signing Appendix C, Contract between a Member and the Co-op for Subsidy Assistance. (See Attached)

11. The Subsidy Committee shall meet as required to review:

- a. New applications for subsidy;
- b. Renewal applications for subsidy;
- c. Notification of increase or decrease in income of \$100.00 or more.
- d. To make recommendations for revisions of this bylaw.

Internal Waiting List

1. An internal waiting list for subsidized housing will be maintained by the Office Manager.

2. The internal waiting list has priority over the external waiting list.

External Waiting List

1. The external waiting list for subsidized housing applicants will not be considered if the number of subsidized suites in the co-op exceeds twenty five percent of the total suites unless:

- a) There are no Market Rate applicants available to maintain full occupancy;
- b) A handicapped applicant is applying for an available handicapped suite.

Eligibility Criteria

1. Every Member who qualifies under the terms of this bylaw and has a minimum of 1 year occupancy is eligible to participate in the Subsidy program provided sufficient funds are available.

2. Non-Members do not qualify for the Subsidy program.

Definition of Income

1. The definition of income in the operating agreement with CMHC shall be used in calculating subsidy entitlement.

Changes in Income

1. An Income Tested Household is to report and to supply new proof of income for all income changes of \$100.00 per month or more during the month in which the change takes place.

2. Where an increase/decrease in income occurs the contribution by the Household will become effective the first of the month following the change in income.

3. A Household that fails to provide the Co-op with complete and accurate information with respect to their total monthly income forfeits their right to Subsidy assistance and will be responsible to repay to the Co-op all monies they received through that information, in excess of their legal entitlement.

4. The Household shall pay the full Housing Charge beginning the first of the month following the discovery of the Subsidy overpayment and the full Housing Charge will continue until the debt is repaid.

5. Upon full repayment of the debt, the Household shall then be entitled to re-apply for assistance from the Subsidy Fund at their current income level. The new rate of Household contribution will become effective the first of the month following the approval of the Application for Subsidy Funds.

6. Should a Household have an unreported annual income in excess of twelve hundred (\$1,200.00) the Household shall be considered to have failed to report an increase of one hundred dollars (\$100.00) per month and Para. 4. and 5. shall apply

Amount of Subsidy to be Allocated

1. The Household is responsible for the full Housing Charge for their suite. Subsidy assistance if granted will reduce the amount of the Household's contribution.

2. A Household will pay a percentage of their income towards the Housing Charge in accordance with the rate established by the Board of Directors.

3. The minimum contribution to be paid by the Household toward their Housing Charge shall be established by the Board of Directors so as to accommodate all Members that make application for Subsidy assistance.

4. The minimum contribution shall not be less than 25% of the total income of the Household or \$100 which ever is greater.

5. The Board of Directors may increase the amounts stated in para.4. to accomplish the objective stated in para.3. within the following parameters:

- a) Percentage of income: 25% to 30%;
- b) Minimum amount per month: \$100.00 to \$ 400.00.
- c) Should an amount in excess of a) and / or b) be required to meet the objective stated in para.3 a vote of the General Membership is required.

Initial Applications for Subsidy

1. Applications for Subsidy assistance as well as proof of income for the entire Household including Adult Children and Long Term Guests must be submitted to the Subsidy Committee by way of the Office Manager.

2. Where a Household has occupants that receive a housing allowance from ODSP, Social Services or any other like program the Household must provide proof that the amount they are reporting on the application is the maximum allowance available to them.

Applications for Renewal of Subsidy

1. Subsidy assistance must be applied for annually.

2. Applications for renewal as well as proof of income for the entire Household including Adult Children and Long Term Guests must be submitted to the Subsidy Committee by way of the Office Manager no later than September Fifteenth of each year.

3. A Household where occupants receive a housing allowance from ODSP, Social Services or any other like program must provide proof that the amount reported on the application is the maximum allowance available to them.

4. Should the application for renewal and proof of income not be submitted on time, the Household shall be required to pay the full Housing Charge commencing the first of the

month following.

5. The Household shall be required to pay the full Housing Charge until the First of the month following the date the application for renewal and proof of income are approved by the Subsidy Committee. There shall be no retroactive Subsidy paid.

6. The Subsidy Committee can end the Household's right to subsidy if the Household fails to comply with the Housing Charge Subsidy By-Law 21.

Zero Income / Minimum Housing Charges

1. In the event that a Member is forced to apply for Subsidy assistance until a claim for E.I. or WSIB or some other income replacement source is determined, the Member shall, upon receipt of retroactive income benefits, by lump sum payment or otherwise, repay the appropriate amount as calculated at their new income level, from the retroactive sum received.

2. Future assistance, if any, shall be calculated at their new rate of income.

Adult Children

1. Where a Householder of an Income Tested Household allows an Adult Child from outside the co-op to move into their suite:

- a. The Adult Child shall apply for Long Term Guest status.
- b. Upon approval as a Long Term Guest, the Householder shall provide to the Subsidy Committee proof of the total income of the Adult Child within 30 days of their arrival.
- c. The combined incomes in the Household will then be used to determine Subsidy Fund eligibility.
- d. The new Housing Charge is applicable from the first day of the month of the move in of the Adult Child.
- e. The Householder's failure to notify the Office Manager within 30 days of the guest moving in will cause the termination of the Household's eligibility to further Subsidy assistance and the full Housing Charge amount will apply the first of the month following the move in.

Long Term Guests

1. Where an Income Tested Household allows a person to move into their suite:

- a. The guest shall apply for Long Term Guest status.
- b. Upon approval as a Long Term Guest, the Householder shall provide to the Subsidy Committee proof of their total income within 30 days of the arrival of the guest.

c. The combined incomes in the Household will then be used to determine eligibility to receive assistance from the Subsidy Fund.

d. The new Household charge is applicable from the first day of the month of the move in of the Long Term Guest.

e. The Householder's failure to notify the Office Manager within 30 days of the guest moving in will cause the termination of the Household's eligibility to further Subsidy assistance and the full Housing Charge amount will apply the first of the month following the move in.

National Occupancy Standards - National Occupancy Standards (NOS) are used to determine the size of dwelling (in terms of bedroom count) suitable for a given household. The NOS permit sex and age of household members to be taken into account.

These standards only apply to Income Tested Households.

The standards are:

- A maximum of two and a minimum of one person per bedroom;
- Parents are eligible for a bedroom separate from their children;
- Household members aged sixteen and over are eligible for a separate bedroom unless married or cohabitating as spouses; and
- Dependants aged five or over of opposite sex do not share a bedroom.

Persons per Bedroom Restrictions

1. A Household consisting of a single person, or a couple with two adult children, or two or more children, five years of age or more, and of the opposite sex, shall be subsidized up to the Housing Charge of a three bedroom suite.
2. A Household consisting of a single person with a child or a couple and a child shall be subsidized up to the Housing Charge of a two bedroom suite.
3. A Household consisting of a single person or a couple shall be subsidized up to the Housing Charge of a one bedroom suite.
4. A Household consisting of any of the above scenarios where one of the children is a Member (up to 25 years of age) and is away from home for educational purposes shall continue to be subsidized as though the child were living at home full time.
5. An Adult Child who is registered as a full time student of a recognized University or College will pay only \$75.00 per month towards the Household Housing Charge.

Downsizing

1. Should a Household size decrease and the person to bedroom criterion is no longer being met, or due to an inability to afford their suite, and there is no smaller suite available to them, the Household qualifies for Subsidy assistance for the additional bedrooms until a smaller suite becomes available.
2. The Householder must make the request for the appropriate sized suite in accordance with the Internal Moves Policy, (excepting the option to specify which suite location they prefer).
3. The Householder must enter into a written agreement with the Co-op to repay the Subsidy assistance monies they received, to a maximum of six months, should they refuse to down size when a suite becomes available.
4. This application and the agreement must be renewed by the Member every six months.
5. The Office Manager shall maintain the list of downsize requests and shall notify the Chairperson of the Subsidy Committee if a Member fails to renew the six month request. At that point, the full Housing Charge would be applicable beginning the first of the month following.
6. A Household(er) that chooses not to down size and wishes to remain in their present suite may do so but will be required to pay \$100.00 per bedroom per month for each bedroom that they are over housed.
7. Requests for internal moves by subsidized Members, based on person per bedroom requirements of the National Occupancy Standards (NOS), will be given top priority on the internal waiting list except for the requests of a disabled Member applying for a handicap modified unit.
8. The Board of Directors shall make a review of the Subsidy Fund monthly.

Parking - Parking is not included in the monthly housing charge, and is not eligible for Subsidy assistance.

Approved by the Board of Directors:

Date: December 13, 2007

Approved by the General Membership:

Date: March 3, 2008

By-Law No. 22

Members Complaint and Grievance Procedures By-law

Section A

Whereas: Every Member of the Co-operative has by virtue of Membership, a right to the peaceful enjoyment of their lives in the Co-operative, and a right to all services, provisions and benefits outlined in the Occupancy Agreement, the By-Laws, Policies and Procedures as well as the unwritten privileges we enjoy, along with the responsibilities required by them. and;

Whereas: there will be occasions when the Board of Directors, Committees, Member/s, perceive that these rights and privileges and/or responsibilities have been violated by others.

Therefore, be it enacted through this By-Law, an orderly and progressive procedure to resolve Complaints and Grievances within the Co-operative.

This By-Law replaces and supersedes all complaint and grievance Procedures, Policies and By-Laws of the Co-operative.

Section B

1. This By-Law Incorporates the following Documents and privileges:

The Operating Agreement, the Members Occupancy Agreement, the Members Occupancy Agreement, all By-Laws and Policies and Procedures of the Co-operative and The Human Rights Code as well as the unspecified privileges we all enjoy.

2. Definitions:

Body of Members Means the Board of Directors, Committee/s, or any group of Member with a common interest.

"Co-op" - Means Venture Place Housing Co-operative

"CMHC" - Means Central Mortgage Housing Corporation

"Incorporated Documents" - Means all the documents outlined in paragraph B.1

"Operating Agreement" - Means the legal document signed by the Co-op and CMHC, signed and sealed on December 21, 1984 outlining the terms and conditions by which the Co-op shall conduct it's affairs.

"Member" - Means a person or persons who have been approved by the Board of Directors for membership.

3. Eligibility: Those eligible to submit a complaint or a grievance:

- a. The Board of Directors;
- b. Committees;
- c. A Member/s
- d. Staff

4. Nature of Complaints or Grievances:

- a. Violations of the Incorporated Documents and rights by The Board of Directors, Committees, Member/s, long term guest/s or casual guest/s and Staff.
- b. Member/s shall be accountable for all actions of their long term or casual guests.

Section C

1. Method of Complaint Resolution:

- a. A Member/s or body of Members who allege to have had his/her rights or responsibilities under the Incorporated Documents or privileges violated, shall attempt to resolve the matter as soon as possible through dialogue with the other Member/s or body of Members or Staff involved.

If this is not possible, the Member or body of Members or Staff whose rights are alleged to be violated shall:

- b. Submit the complaint in writing, with the Members signature, to the Chairperson or the Rules Committee within five days of the alleged violation. The Complaint shall describe the alleged violation, the time and the date and the remedy sought.
- c. The Chairperson of the Rules Committee shall call a meeting of that Committee within five days of receipt of the written Complaint, and they shall determine if a violation of the Incorporated Documents or privileges has been made.
- d. If it is decided that no violation has occurred the Chairperson of the Rules Committee shall notify the complainant in writing within five days of their decision, as well as the reason for disallowing this complaint.
- e. If it is decided that a violation has been made, the Chairperson of the Rules Committee, shall at that meeting set a meeting date and time to discuss the matter with the Member or body of Members named in the complaint.
- f. The Chairperson of the Rules Committee shall send a notice of the meeting, to the Member/s named in the complaint, outlining the date and time and purpose of the meeting, and to request the Member/s presence.
- g. At the meeting the Chairperson shall outline the

complaint, and the document or privilege that was violated, and the remedy sought, to the Member/s named in the complaint, and to her the Member/s response. The Chairperson shall attempt to negotiate an appropriate settlement in keeping with the incorporated Documents or privileges.

h. Should there be a willingness to comply with the Incorporated Documents or privileges on behalf of the Member/s, the matter shall be deemed resolved. The Member/s that launched the complaint shall be notified in writing by the Rules Committee Chairperson within five days of the meeting, of the other Member/s willingness to comply.

i. Should there be an unwillingness to comply with the Incorporated Documents or privileges on behalf of the Member/s, the complaint shall be deemed unresolved, the matter shall be then submitted to the Grievance Procedure.

j. Should the respondent fail to attend the meeting, the complaint shall be deemed to be unresolved, and the complaint shall proceed to the Grievance Procedure.

k. A Member/s is entitled to have a spokesperson present with them at the meeting.

Section D

1. The Grievance Procedure:

Step 1. Written notice of the Grievance shall be submitted to the Board by the Chairperson of the Rules Committee within five days of a failure to resolve the complaint. The notice shall state what has been done to date at attempt to resolve the complaint.

Step 2. The Chairperson shall call a meeting of the Board within five days of the receipt of the Grievance for the purpose of discussing it's course of action.

Step 3. Board Meeting Findings:

- a. The Board decides no violation of the Incorporated Documents or privileges was made. A letter is to be sent to the grieving Member and the Rules Committee Chairperson within five days of the meeting stating their reason/s for disallowing this grievance.
- b. The Board decides a violation was made. A meeting date and time is established.

Step 4. Notice of Meeting: The Chairperson will within five days of the Board Meeting, have a notice of meeting sent to the parties named in the grievance, stating the grievance, the date the time of the meeting and requesting their presence.

Step 5. The Grievance Meeting:

a. The Grievance meeting will be heard “In Camera” and the meeting will be chaired by the President of the Board, unless the President is the Member mentioned in the grievance as the alleged cause of the grievance, or is the Member launching the grievance, in such case the Vice President shall preside in the Chair.

b. The entire meeting shall be recorded by the Co-op and the recordings shall be available in the Office to the Board of Directors.

c. The Chairperson shall present the grievance, and the remedy sought.

d. The respondent Member/s, or the respondent Member/s representative shall respond, outlining their position.

e. The Chairperson shall attempt to mediate a settlement that is in compliance with the Incorporated Documents or privileges. The Board may obtain the services of a qualified mediator for the purpose of resolving the Grievance.

f. Should a settlement not be fully arrived at, and it is agreed by both parties that another meeting would be beneficial in producing a settlement, a new meeting date and time shall be set by the Chairperson.

g. Should a settlement not be arrived at, and it is found by the Board of Directors that the Member/s named in the Grievance is unwilling to comply with the Incorporated Documents or privileges, the Chairperson shall declare the Member in violation of the Incorporated Documents or privileges, and unless there is at that time, or within five days of this meeting a written statement expressing the Member/s willingness to comply with the documents or privileges, that an eviction notice shall be served to the Member/s.

h. Should a settlement be arrived at, the matter will be deemed to be resolved. A letter of agreement shall be drawn up, describing the terms of settlement. The letter shall be signed by the Member/s named in the grievance and witnessed by two other persons.

i. The letter of agreement shall be copied and one copy of the letter shall be placed in the file of the Member/s named in the grievance.

j. The Board Chairperson shall have a letter sent to the complainant advising them of the resolution of the matter.

Section E

Appeals:

1. Member/s may appeal the process at the following intervals:

a. To the Rules Committee after, Section C. 1. a.

b. To the Board of Directors after, Section C. 1. d.

c. To the General Membership after, Section D. 5. g.

Section F

Appeals to the General Membership

1. a. Member/s appealing to the General Membership shall do so within five days of the decision rendered in Para. D. Step 5. g.

b. The request for the appeal to the General Membership shall be made in writing and signed by the Member/s and submitted to the Office of the Co-op, where it shall be date stamped.

2. a. The Board of Directors shall include the request to appeal on the agenda of the next General Membership meeting if there is such a meeting scheduled within thirty days of the receipt of the appeal.

b. If no meeting is scheduled within that time frame, the Board Chairperson shall cause a meeting for the purpose of the appeal to be held within thirty days.

3. a. At the General Membership meeting the Board of Directors shall present the facts of the Grievance process to date and the reason for their action. A time limit of fifteen minutes shall be granted for the presentation.

b. The Chairperson shall call upon the Member/s who are making the appeal to present their case. A time limit of fifteen minutes shall be granted for this presentation.

4. The Chairperson shall then entertain questions from the General Membership.

5. The Chairperson shall state to the General Membership that their vote on this matter must uphold the Incorporated Documents or privileges.

6. A vote by secret ballot shall be held, the question asked shall be:

Do you support the Board of Directors ruling in this matter? Yes or No.

7. The majority vote of the General Membership shall be the final decision on the matter.

Section G

a. Should a Member/s be subjected to violence or threats of violence to their person, or other members of their unit, or to their property, or to other Member/s of the Co-op, or to Co-op property, the Windsor Police Service is to be called in to resolve the situation.

Approved by the By-Law Committee

November 16, 1998

Approved by the Board of Directors
1998

Approved by the General Membership
1998

By-Law No. 23

Conflict of Interest

Section 1: What is a conflict of interest?

1.1 All directors, officers, committee members, agents and employees must carry out their duties honestly, in good faith and in the best interests of the co-operative rather than their personal interest. This includes following the co-op's by-laws and Federal and Provincial legislation about conflict of interest.

1.2 In this by-law, a person related to a director, officer, agent or employee means a parent, spouse, same sex partner, child, household member, sibling, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, or a person with whom the director, officer, agent or employee has a business relationship.

1.3 A conflict of interest can happen when a director, officer committee member;

- Makes or takes part in a decision affecting the co-op's affairs, and
- The result of that decision gives the person, or someone related to the person a financial or other benefit which the rest of the co-op members do not have, or which only a few members have. The financial benefit may be direct or indirect.

1.4 An employee or agent of the co-op can have a conflict of interest when;

- The employee recommends, makes or takes part in a decision affecting the co-op's affairs and
- The result of the decision gives the employee, or a person related to the employee a financial or other benefit. This financial or other benefit may be direct or indirect.

1.5 Examples of conflict of interest are; the co-op does business with a director or an employee of the co-op or a company in which the director or the employee or a person related to them has a financial interest or stock.

- Someone living in the co-op or an employee is involved personally in a procedure of discipline where he or she or someone related to him or her made the complaint, or someone related to him or her is being disciplined.
- The Board gives out on-call positions to friends or family without telling all members that positions are available.

- There are other types of conflict of interest. The co-op should deal with them by using the principles contained in this By-Law.

Section 2: Procedures

2.1 The facts of each case are different, and careful judgment is needed to decide whether there is a conflict of interest. Even a perception of conflict of interest could undermine the appearance of integrity and the credibility of the co-op's business practices and the government-funding program.

- Therefore, the board and members should follow the procedures below to determine if there is a conflict and to deal with the conflict if it exists.

a. When a director has or may have a conflict of interest

When a director has or may have a conflict of interest:

The director must declare the conflict of interest, or a possible conflict of interest, immediately after the adoption of the Agenda at all board meetings. If absent from the board meeting then in writing at or before the first board meeting after becoming aware of the conflict of interest or the potential conflict of interest. This declaration must be recorded in the minutes of the meeting.

If the director does not declare a conflict of interest or a possible conflict of interest, but another director is aware of one, the other director should bring it up at the meeting.

The board must consider the matter no later than the following meeting after the notice of conflict of interest is given. The discussion must be recorded in the minutes of the meeting.

The Board then decides if there is a conflict of interest. If the board decides that there is a conflict of interest, the director cannot vote on the matter, and must not be present at any of the parts of the meetings when the matter is discussed, and does not count in quorum for those parts of the meeting.

As set out in Article 6, the board must report its discussion of the matter including how it was resolved at the next general meeting of the members.

b. Financial conflicts of interest

This paragraph applies in addition to paragraph 2.1(a) if a director or officer has or may have financial conflict of interest.

In the case of contracts or agreement the provisions of article 4.2 apply.

Other financial conflicts of interest may be approved

if the board believes that there is no appropriate for a body that receives significant public funding.

Where the board approves a financial conflict of interest they must report it at the next general meeting of the members.

If the board does not approve the financial conflict of interest, the minutes must how this.

c. When a committee member has or may have a conflict of interest

A committee must follow the same procedure as the board if a committee member has or may have a conflict of interest. The matter can be appealed to the board if there is a dispute. The board's decision is final.

If the conflict of interest is financial it must be referred to the board. The board's decision is final.

d. When an employee or agent has or may have a conflict of interest

An employee who has or may have a conflict of interest must report it to the Office Manager and follow the Office Manager's directions.

The Office Manager/Coordinator must report a conflict of interest to the president. The president will report it to the board. The Office Manager/Coordinator must follow the board's directions.

Where the co-op retains a management company, the company and all its personnel must follow the same procedures as an employee of the co-op.

As set out in Article 6, the board must also report the conflict of interest at the next general meeting of the members.

e. Members conflict of interest

At members meetings, all members can discuss and vote as they wish, even if they are in conflict of interest. However, members must declare the conflict of interest before taking part in the discussion. Members should try to act in the best interests of the co-op as a whole.

These procedures are in addition to, and do not replace, the requirements of the federal or provincial statutes or common law.

Section 3: Avoiding Conflict of Interest

3.1 The board will closely monitor its relationships, contracts, arrangements and agreements. It will not engage in any that may result in a conflict of interest unless the situation is resolved as in Section 2.

3.2 The board will promote fair, open and objective business policies and practices in all its purchasing,

contracting and hiring.

January 23, 2003

3.3 The board and staff must follow the procedures set out in By-Law 18.

Passed by the General Membership
February 10, 2003

Section 4: Payment of Directors

4.1 Directors and officers serve without payment of any kind. However they have the right to be paid for traveling or other expenses while doing business for the co-op as long as the expenses are reasonable. The board must authorize these expenses. These expenses must meet any guidelines and limits set by the board. Directors cannot receive compensation for lost income while doing business for the co-op.

4.2 Despite anything else in this by-law, directors and officers, or people related to them, cannot enter into any contracts with the co-op other than contracts that are generally available to other members, such as occupancy or performance agreements.

4.3 Directors and officers hired by the co-op to a paid position must resign from office.

Section 5: Declarations

5.1 All directors, officers, committee members, agents and staff must sign the Conflict of Interest Declaration (attached: Schedule A). Directors and staff will sign when they begin their term, and existing directors and staff will sign annually.

Section 6: Non Compliance

6.1 A director, officer, committee member, agent or employee who declines the request of the board to sign the Conflict of Interest Declaration will not be permitted to hold office, and will be replaced in accordance with due process of the co-op.

6.2 A director, officer, committee member, agent or employee who is found to be in breach of this by-law shall be removed by the board of directors from their position of responsibility until the membership has an opportunity at a general membership meeting to decide the action it desires to take.

6.3 A director, officer, committee member, agent or employee who is found to be in conflict of interest and has not previously declared to be shall not be permitted to hold a position of trust on the co-op's behalf from that time forward.

6.4 An employee who is found to be in breach of this by-law shall be disciplined in accordance with their applicable employment contract.

Passed by the By-Law Committee
January 20, 2003

Passed by the Board of Directors

By-Law No. 23(a)

Protect Reasonable Enjoyment

A By-Law to protect the reasonable enjoyment of members and guests of Venture Place Housing Co-operative Inc.

Whereas no member shall behave in such a way as to interfere with another co-op members' use and enjoyment of his/her unit or the co-op's commons areas be this hereby enacted as a by-law of Venture Place Housing Co-operative Inc.

1. No member shall allow as a visitor, guest or a "long-term guest" any person whose presence the board finds reasonable cause to believe, results in loss of use and enjoyment to other co-op members of their unit(s) or the commons area(s) of the co-operative.
2. The Board shall identify such persons to the membership by way of:
 - a. Informing the members at a meeting of the General Membership.
 - b. A copy of a notice signed by the President delivered to each suite.
3. Members violating this by-law by allowing entrance to co-op property or its building any person so identified to the members by the Board of Directors shall be subject to their membership and occupancy rights being terminated.

Passed by the General Membership
May 11, 2007

See Appendix for additional details.

By-Law No. 25

Incidents of Interpersonal Violence

Purpose: To establish and to maintain an environment where, every member, guest, employee or contractor who lives and works on VPHC property is free from all forms of violence including conduct which may be considered harassing, threatening, coercive or disruptive.

Jurisdiction: In keeping with VPHC commitment to maintaining a safe environment, every member, guest, employee or contractor on Co-op property is responsible for ensuring that the terms of this by-law are upheld.

Definitions:

Aggressor: is defined as a person who exhibits violence, harassment, intimidation or threats towards another person/s or their property

Harassment: Verbal or physical conduct that ridicules, shows hostility, is gender demeaning, towards an individual or individuals for the purpose of creating an intimidating, hostile, or offensive environment which produces distress in those so assaulted.

Intimidation: To frighten, discourage or inhibit by use of verbal, written, or non-verbal actions in order to influence conduct.

Threats: Written or verbal promise or overt action forewarning trouble, worry or harm.

Violence: Incidents may be verbal or physical in nature. Any act of aggression which includes but is not limited to, threats, name calling, shouting, swearing, violent gesturing, hitting, sexual touching, using any form of weapon, destroying property or throwing objects in a manner perceived to be threatening.

VPHC: Means Venture Place Housing Co-operative Inc.

VPHC as an employer:

The Occupational Health and Safety Act and Regulations places a responsibility on employers to "take every precaution reasonable in the circumstances for the protection of a worker" and provide their employees with a working environment free from violence, threats, intimidation and harassment.

Zero Tolerance Policy:

Means every incident of violence must be reported to the Board of Directors and every incident followed through to its resolution.

This by-law establishes a Zero Tolerance Policy in regards to violence on VPHC property.

Procedures:

Incidents of Physical Assaults:

In every incident where a physical assault has occurred the assaulted person shall be taken to a hospital by ambulance for examination of body injuries by a doctor.

The Windsor Police Services shall be notified in every incident of physical assault.

The VPHC Insurance Adjuster shall be notified.

Incidents of Verbal Assaults:

Every incident of verbal assault that is reported to the President will be presented to the Board of Directors.

Reporting: Members, employees, contractors must report in writing to the President any behavior they have witnessed which they regard as threatening or violent.

Incident reports must include:

- Your name and phone number.
- Name of the aggressor.
- When and where the incident occurred.
- Name of witness/s (if any).
- The nature of the physical assault.
- The specific language of a verbal assault.
- How the aggressor appeared (physically and emotionally).
- How the assaulted person/s appeared (physically and emotionally).
- Your signature.

Resolution: The Board shall apply the terms of By-law 22 Complaint and Grievances By-law, Section D. commencing at Step 3. ff to resolve the matter.

Approved by the Board of Directors:
January 17, 2008.

Approved by the Membership:
March 3, 2008.

By-Law No. 26

A By-law to Amend By-law No. 20 Pet By-Law

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative") as follows:

Therefore: The Members hereby enact By-Law 20 to regulate pets within the building.

1. No Member, long term guest, or visitor shall bring in, or cause to be brought in, or to allow entry to an animal, reptile or rodent into the Co-operative building.
2. Small birds, no larger than a cockatoo are allowed in a Members suite.
3. Small fish, no larger than a goldfish are allowed in a Members suite.
4. No aquarium shall have greater water capacity than 10 US gallons / 38 litres.

The above statement is hereby revoked and the following substituted:

Therefore: The Members hereby enact By-Law 20 to regulate pets within the building.

1. No Member, long term guest, or visitor shall bring in, or cause to be brought in, or to allow entry to an animal, reptile or rodent into the Co-operative building. The exception will be made for only trained and registered assisted living dogs, these dogs must have proper paperwork. Paperwork for these dogs must be submitted to the office.
2. Small birds, no larger than a cockatoo are allowed in a Members suite.
3. Small fish, no larger than a goldfish are allowed in a Members suite.
4. No aquarium shall have greater water capacity than 10 US gallons / 38 litres.

Approved by the By-Law Committee:
February 3, 2010

Approved by the Board of Directors:
February 10, 2010

Approved by the General Membership:
April 15, 2010

By-Law No. 27

A By-law to Amend By-law No. 21 Subsidy

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative") as follows:

Eligibility Criteria

1. Every Member who qualifies under the terms of this bylaw and has a minimum of 1 year occupancy is eligible to participate in the Subsidy program provided sufficient funds are available.
2. Non-Members do not qualify for the Subsidy program.

Eligibility Criteria is hereby revoked and the following substituted therefore:

Eligibility Criteria

1. Every Member who qualifies under the terms of this bylaw and has a minimum of 2 year occupancy is eligible to participate in the Subsidy program provided sufficient funds are available.
2. Non-Members do not qualify for the Subsidy program.
3. The 2 year occupancy requirement applies to those who became Members on or after October 1, 2010.

Approved by the By-Law Committee:

February 3, 2010

Approved by the Board of Directors:

February 10, 2010

Approved by the General Membership:

September 23, 2010

By-Law No. 28

By-law to Amend By-law No. 1 Directors, Article V, Section 3, Qualifications

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative") as follows:

Article V, Section 3 is hereby revoked and the following substituted therefore:

3. "Qualifications: No person shall be the director of the co-operative:

- a. If he is under sixteen (16) years of age; or
- b. If he is an undischarged bankrupt or mentally incompetent person; or
- c. If he is not a member of the Co-operative; or
- d. If he is in default under the Occupancy Agreement between the Co-operative and himself; or
- e. If another resident of the Unit which he occupies is a director of the Co-operative"
- f. No member shall run for the Board unless he/she has lived in the co-op for a period of at least a year.
- g. Board members must be on the Board for at least 6 months before they can run for President.

Approved by the Board of Directors:

March 28, 2012

Approved by the General Membership:

April 18, 2012

By-Law No. 29

Balconies

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative")) as follows:

A By-Law regarding the appearance of Balconies regarding lattice affixed to balconies.

Article I

That NO New Lattice or any other types of fencing be allowed on any balcony of the building. The balconies that have lattice on them now shall remain and be "grandfathered" in. As the present tenants leave or vacate the apartment, the lattice must be removed for good. NO New Lattice will be going up. Blinds will be permitted with Board approval.

Article II

That NO Refrigerators or Freezers be allowed on the balconies. That NO Storage Units that are taller than the balcony railing be allowed on any balcony of the building. The balconies that have storage units that are taller than the balcony railing on them now shall remain and be "grandfathered" in. As the present tenants leave or vacate the apartment, the storage units must be removed for good.

Approved by the Board of Directors:
 March 28, 2012
 Approved by the General Membership:
 April 18, 2012

By-Law No. 30

Hiring of Personnel

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative")) as follows:

A By-Law regarding the Hiring of Personnel at Venture Place Housing Co-Operative Inc.

Article I

That no person who is a relative (Brother, Sister, Mother, Father, etc.) of a Board of Director or Staff Member be hired for any paid position or enter into any legal contract with Venture Place Housing Co-Operative Inc. This could lead to favoritism, biases or unfair practices towards the co-op.

Approved by the Board of Directors:
 September 13, 2012
 Approved by the General Membership:
 September 26, 2012

By-Law No. 31

A By-law to Amend By-law No. 21 Subsidy By-Law

Approved by the General Membership:
February 27, 2013

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the "co-operative") as follows:

A By-Law regarding the Subsidy By-Law and Changes in Income at Venture Place Housing Co-Operative Inc.

CHANGES IN INCOME IS HEREBY REVOKED AND THE FOLLOWING SUBSTITUTED THEREFORE:

Changes in Income

1. An Income Tested Household is to report and to supply new proof of income for all income changes of \$100.00 per month or more during the month in which the change takes place.
2. Should a Household have an unreported annual income in excess of twelve hundred (\$1,200.00) the Household shall be considered to have failed to report an increase of one hundred dollars (\$100.00) per month.
3. Where an increase/decrease in income occurs the contribution by the Household will become effective the first of the month following the change in income.
4. A Household that fails to provide the Co-op with complete and accurate information with respect to their total monthly income forfeits their right to Subsidy assistance and will be responsible to repay to the Co-op all monies they received through that information, in excess of their legal entitlement.
5. The Household shall pay the full Housing Charge beginning the first of the month following the discovery of the Subsidy overpayment along with the Subsidy monies that were paid to the Household.
6. Upon the full repayment of the debt the Household shall NOT BE ENTITLED TO RE-APPLY for any subsidy assistance from the subsidy fund or the Co-op. If the above Member fails to repay the debt, the Household's Membership and Occupancy Rights will be terminated.

Approved by the Board of Directors:
February 14, 2013

By-Law No. 32

Flooring

BE IT ENACTED as a By-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative")) as follows:

A By-law regarding the flooring in apartments and common areas of the building.

Article I

That NO other flooring except carpeting and underpadding be allowed in suites and common areas, with the exception of the first floor. Any member on the first floor who changes from carpeting to any other flooring would do so at their own expense with Board approval. Apartments that have other flooring than carpeting now, will remain and be "grandfathered" in.

Approved by the Board of Directors:
September 10, 2013

Approved by the General Membership:
September 25, 2013

By-Law No. 33

A By-law to Amend By-law No. 21 Subsidy and By-Law No. 27

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative")) as follows:

Eligibility Criteria

1. Every Member who qualifies under the terms of this bylaw and has a minimum of 2 year occupancy is eligible to participate in the Subsidy program provided sufficient funds are available.
2. Non-Members do not qualify for the Subsidy program.

Eligibility Criteria is hereby revoked and the following substituted therefore:

Eligibility Criteria

1. Every Member who qualifies under the terms of this bylaw and has a minimum of 3 year occupancy is eligible to participate in the Subsidy program provided sufficient funds are available.
2. Non-Members do not qualify for the Subsidy program.

Amount of Subsidy to be Allocated

1. The Household is responsible for the full Housing Charge for their suite. Subsidy assistance if granted will reduce the amount of the Household's contribution.
2. A Household will pay a percentage of their income towards the Housing Charge in accordance with the rate established by the Board of Directors.
3. The minimum contribution to be paid by the Household toward their Housing Charge shall be established by the Board of Directors so as to accommodate all Members that make application for Subsidy assistance.
4. The minimum contribution shall not be less than 25% of the total income of the Household or \$100 which ever is greater.
5. The Board of Directors may increase the amounts stated in para.4. to accomplish the objective stated in para.3. within the following parameters:
 - a. Percentage of income: 25% to 30%;
 - b. Minimum amount per month: \$100.00 to \$

- a. 400.00.
- b. Should an amount in excess of a) and / or b) be required to meet the objective stated in para.3 a vote of the General Membership is required.

Amount of Subsidy to be Allocated is hereby revoked and the following substituted therefore:

Amount of Subsidy to be Allocated

1. The Household is responsible for the full Housing Charge for their suite. Subsidy assistance if granted will reduce the amount of the Household's contribution.
2. A Household will pay a percentage of their income towards the Housing Charge in accordance with the rate established by the Board of Directors.
3. The minimum contribution to be paid by the Household toward their Housing Charge shall be established by the Board of Directors so as to accommodate all Members that make application for Subsidy assistance.
4. The minimum contribution shall not be less than 25% of the total income of the Household or \$200 which ever is greater.
5. The Board of Directors may increase the amounts stated in para.4. to accomplish the objective stated in para.3. within the following parameters:
 - a. Percentage of income: 25% to 30%;
 - b. Minimum amount per month: \$200.00 to \$ 400.00.
 - c. Should an amount in excess of a) and / or b) be required to meet the objective stated in para.3 a vote of the General Membership is required.

Approved by the Board of Directors:
August 20, 2014

Approved by the General Membership:
September 29, 2104

By-Law No. 34

A By-law to Amend By-law No. 21 Subsidy, By-Law No. 27 and By-Law No. 33

BE IT ENACTED as a by-law of VENTURE PLACE HOUSING CO-OPERATIVE INC. (hereinafter called the ("co-operative") as follows:

Eligibility Criteria

1. Every Member who qualifies under the terms of this bylaw and has a minimum of 3 year occupancy is eligible to participate in the Subsidy program provided sufficient funds are available.
2. Non-Members do not qualify for the Subsidy program.

Eligibility Criteria is hereby revoked and the following substituted therefore:

Eligibility Criteria

1. Every Member who qualifies under the terms of this bylaw and has a minimum of 5 year occupancy is eligible to participate in the Subsidy program provided sufficient funds are available.
2. Non-Members do not qualify for the Subsidy program.

Approved by the Board of Directors:
August 26, 2015

Approved by the General Membership:
September 30, 2015

Policies

Election Policy

I. Candidate Eligibility

- a. Only residents in good standing are eligible for election. No person shall be Director of the Co-operative if:
 - a. s/he is under 16 years of age;
 - b. s/he is an undischarged bankrupt or mentally incompetent person; or
 - c. s/he is not a Member of the Co-operative; or
 - d. s/he is in default under the Occupancy Agreement between the Co-operative and themselves.
- b. No more than one person per unit may serve as a Director at any one time.
- c. There is no remuneration for serving on the Board of Directors. However, legitimate business expenses incurred by a Director doing Co-operative business will be reimbursed.
- d. All Directors are elected for a two-year term.

II. Election Committee

- a. The Election Committee shall consist of Members who have no interest in running for election or promoting the interests of any particular individual or group running for election. This Committee shall serve only until election of a new and complete Board of Directors.
- b. The Election Committee is responsible for encouraging the widest participation possible and for verifying that those nominated meet the eligibility requirements, understand the responsibilities involved, and are prepared to run.
- c. Prior to the Advance Poll the Election Committee will have ballots printed with the nominees listed in alphabetical order. The ballots will be unnumbered.
- d. The Election Committee will conduct the election portion of the Election Meeting, provide an impartial Chairperson and scrutineers to properly distribute, collect and count the ballots. No one except Election

Committee members shall be given ballots to distribute.

- e. The Election Committee Chairperson is responsible for ensuring security of the ballots and ballot box(s) at all times.

III. Nominations

- a. Nominations will be received in writing by the Office Manager in the office. A receipt will be issued. Nominations will close ten days prior to the Advanced Poll on: _____
- b. At the close of nominations the Office Manager, as directed by the Election Committee Chairperson, shall post on all bulletin boards, in alphabetical order, a list of declared candidates. An agenda and notice of the Election Day General Membership Meeting shall be delivered to each unit the same day.
- c. Any time prior to this posting any Member has the right to request from the Office Manager or the Election Committee Chairperson the names of any and all declared candidates.
- d. In the event that fewer nominations than, or a number of nominees equal to, the positions to be filled are received, the Election Chairperson will direct the Board of Directors' Secretary to cast the ballot for those candidates.

IV. Campaign Procedures

- a. All candidates are encouraged to distribute information to the Membership regarding their candidacy. A maximum of two publications are allowed, with the last one being distributed no later than 11:59 p.m. two days prior to Election Day. Candidates tied for the last position may distribute one additional publication.
- b. Posters are allowed on bulletin boards, around elevators, and in laundry rooms as long as they are not placed on or attached to painted areas.
- c. Members are free to post indication of candidate support (signs, leaflets etc.) on their unit doors with masking tape only.
- d. Candidates and/or their campaign workers may canvass the Membership "door-to-door".
- e. The Membership list with phone numbers (except for those noted as unlisted) is available to each candidate or their campaign manager.
- f. Each candidate may have a scrutineer present at time in the Polling Station (4th Floor Board Room) throughout the Advance Pool Election Day, whenever the ballot box is removed from the room as per V (e) and when the ballots are counted.

g. Candidates and other unauthorized persons are not allowed in the Polling Station except to vote or on official business with the Election Chairperson/Committee.

V. Advanced Poll

- a. An Advanced Poll will be held on the Monday prior to the Election Day on: _____ between the hours of 12 Noon to 2:00pm and 6:00pm to 8:00pm.
- b. Only infirm Members or those who will be absent during Election Day voting hours of 10:00am to 6:00pm are eligible to vote in the Advanced Poll.
- c. No proxy or absentee voting is allowed in Co-operative Corporations.
- d. Polling booths will be in the 4th Floor Board Room.
- e. If any Member(s) cannot attend the Polling Station, an Election Committee member will take a ballot to the Member's unit where the Member will vote. The ballot will be placed in an envelope and sealed in the Member's presence and then delivered forthwith to the Polling Station for deposit into the ballot box.

VI. Election Day Procedures

- a. Election Day will be the second Thursday of November each year.
- b. The Poll will be open from 10:00am to 6:00pm on: _____ in the 4th Floor Board Room.
- c. No proxy or absentee voting is allowed.
- d. If any Member(s) cannot attend the Polling Station, an Election Committee member will take a ballot to the Member's unit where the Member will vote. The ballot will be placed in an envelope and sealed in the Member's presence and then delivered forthwith to the Polling Station for deposit into the ballot box.
- e. Voting will be by secret ballot only. At the conclusion of the election, the Election Committee Chairperson shall invite a motion to destroy the ballots. Such a motion must be passed unanimously.
- f. Any ballot containing more or less than the number of positions to be filled will be declared spoiled by the Election Chairperson and scrutineers. In other words, every Member must vote for a full slate of candidates to cast a valid ballot. This is required by the Co-operative Corporations Act.
- g. A General Membership Meeting shall be held on Election Day at 7:00pm with the ten day's notice having been given.
- h. The Election Committee Chairperson will announce

the names of those elected in alphabetical order at the General Membership Meeting. The vote count will not be announced.

i. In the event of an equality of votes for the last position, a run-off election will be held the next day between the hours of _____ to _____ and from _____ to _____. Two different time slots being made available so as to accommodate as many of the Members as possible. The guidelines outlined in Sections IV and VI shall apply.

j. Confidential, permanent records of the election results (number of votes received by each candidate) will be kept; one copy by the Election Committee Chairperson and one copy by the office.

k. Election results will be posted on all bulletin boards by the Office Manager no later than 24 hours after they are announced.

Approved by the Election Committee
May 21, 1996

Approved by the Board of Directors
June 20, 1996

Approved by the General Membership
Sept. 29, 1996

Arrears Policy

Purpose - Venture Place Housing Co-operative provides housing for its members at cost. In return, it is the responsibility of each member to pay his or her allotted shares of costs promptly. In the event that payments are not made promptly and on time, it is necessary to establish procedures for coping with the situation in a fair, humane but business like manner.

Payment – Housing charges are payable monthly, in advance, on the first day of each month, and are required to be delivered to the Co-op office by midnight of the 25th day of the preceding month. Members may leave up to 12 post-dated cheques, dated the first of each month, with the office, and are to be encouraged to do so.

All payments must be by cheque or money order.

Arrears Committee – The Arrears Committee shall consist of five voting members who are the Treasurer, two members from the Finance Committee, one member from the Board of Directors, one member from the membership at large, plus the coordinator, who shall be an ex-officio, non-voting member. Quorum will be three of the five voting members. In the event of a tied vote on a decision to serve a member with any notice regarding arrears, the notice will be served.

The Purpose of the Arrears Committee are:

- To administer the Policy stated herein,
- Arrange with members ways of dealing with individual arrears problems, and,
- If necessary, refer cases to the Board for termination of membership, termination of occupancy rights, action for outstanding arrears, etc.

Arrears Committee and Policy – The purpose of the Arrears Committee is to ensure that each and every member pays his/her share of the housing charge, on time. If the member is unable to do so, then a sensible solution is found. In extreme cases, the member is asked to leave the Co-op. The Arrears Committee reports to the Board and meets as required. The Committee, which consists of the Treasurer and two members from Finance, one member elected by or appointed from the membership at large and one member from the Board, along with the Co-ordinator (who does not have a vote), meets with the member in arrears and attempts to work out a solution.

Arrears: Terms of Reference

Authority and Jurisdiction

An ordinary Committee under the Board, administered as a sub-committee of the Finance Committee, to formulate and administer the Arrears Policy.

Duties

- Information: determines if there is an arrears problem
- Administration: causes the appropriate schedules to be delivered (the schedules are part of the policy)
- Deliberation: if necessary, meets with the member and discusses the problem.
- Recommendation: suggests what steps should be taken by the Board.
- Reporting: to the Board and Finance on the status of each case.

Composition

1. The Treasurer
2. Two members from the Finance Committee
3. One member from the Membership at large
4. One member from the Board of Directors
5. The Co-ordinator (who does not have a vote)

Late Payment and Late Deliveries

On the first business day following the 25th of any month, the Co-ordinator will deliver a notice to any member from whom a housing charge cheque has not been received. Delivery shall be constituted by placing a sealed envelope under the door of the unit.

On the first business day following the first of any month, the Co-ordinator shall deliver a notice to any member from whom payment for all housing charges, parking charges and other charges has not been received. Delivery shall be in the same manner as stated above.

Returned cheques shall be treated as non-payments, and a notice shall be delivered by the Co-ordinator to the member as described above, on the first business day following receipt by Venture Place.

Meetings of the Arrears Committee

On the fifth of the month, or the first business day following it, if it is on a weekend, the Arrears Committee shall meet to deal with any arrears that are, by that date, still outstanding.

Any Venture Place member, who has received a notice and has not yet paid his or her charge in full, will be required to attend the meeting of the Arrears Committee and explain when and how payment will be made. The Arrears Committee shall be empowered to make arrangements with members in arrears for:

1. Deferral of payment for up to, but not more than one month;
2. Installment payments not to extend over two months.

Failure by a member to meet his or her deferred or installment payment shall be treated as a new instance of arrears.

A monthly report will be prepared by the Arrears Committee for the Board to be presented at the next Board Meeting following the Arrears Committee meeting. The report shall contain the number of households in arrears at the date of the Committee meeting, and the arrangements for payment that have been made. The report shall also contain details of any repeated arrears and recommendations to the Board concerning individual cases where termination of membership and occupancy rights is to be considered.

The report shall be confidential and circulated only to the members of the Board and the Arrears Committee.

The Board Involvement with Arrears

On receipt of the Arrears Committee report, the Board shall vote on action to be taken on any arrears that have been effect longer than two months. This action shall include:

1. Delivery of notice to appear at a meeting of the Board where a member can explain why his or her membership and occupancy rights should not be terminated;
2. Entry into a binding contract with the member where the member agrees to pay the outstanding arrears on or before a specific date, such agreement to be secured by a promissory note granted by the member (Note: such an agreement shall only be made when the member has not previously entered into such an agreement with Venture Place and has defaulted);
3. Recommendation to the Subsidy Committee that the member be considered for temporary or permanent subsidy.

Board or Committee Member Arrears

In the event that any member of the Board or of the Arrears Committee is in arrears in any amount, his or her voting privileges on that committee shall be suspended until the arrears are paid in full.

Bad Debts – All cases of an amount being owed by a member who moves out, which is not covered by monies on deposit with Venture Place to the credit of the member, shall be registered as bad debts. Efforts at collection of such bad debts shall be at the discretion of the Board, and methods shall include legal action and/or collection agencies. At the end of the fiscal year, any debt other than six months, incurred by an individual no longer a member of Venture Place, will be written off as a bad debt. However, efforts to collect the amount may be continued if advisable.

Guidelines for Treatment of Arrears

In the Arrears Committee and the Board, the following guidelines shall be followed in all but exceptional cases:

1.
 - a. Failure to deliver cheques on the 1st of the month shall be late delivery and subject to a \$25.00 penalty.
 - b. Failure to pay any amounts owing by the 15th of the month shall be subject to an additional \$25.00 penalty.
 - c. The charge for N.S.F. cheques will be \$15.00
2. Failure to pay any amounts owing on the first of the month shall cause the member to be in arrears.
3. Failure by a member to meet repayment arrangements made with the Arrears Committee shall result in a notice to appear being delivered by the Board to the Member.
4. Failure by a member to pay up all arrears or appear before the Board to communicate with the Board or the Co-ordinator when served with a notice to appear shall be grounds for termination of membership and occupancy rights.
5. Failure by a member to meet payment arrangements made with the Board shall be ground for termination of membership and occupancy rights.

1 a. & 1 b. Amended by General Membership on November 14, 2005

Approved by the Board of Directors
Sept 22, 1989

Approved by the General Membership
Oct. 15, 1989

Key & Access Policy

1. Members – Each household will be issued the following keys:
 - a. Front and back door (2), laundry, stairwells, basement, elevator, lobby.
 - b. Unit (2).
 - c. Mail Box (2).
 - d. Storage Room (same key as for unit).
 - e. Underground garage / or card.
 - f. Bike Room upon payment of Deposit.
2. On Call / or Superintendent – The on-call workers or superintendent will have access to all keys except the office areas.
3. President – The President will have the office key.
4. Committees – The Card rooms will be keys separately. These rooms can be used as meeting rooms for the committees. Keys will be available from the office on a sign-out basis.
5. Newsletter – The newsletter committee will have access to the office for the use of equipment on a sign-out basis.
6. Special Uses – Keys required for use of the party room would be available on a sign-out basis as approved by the office.
7. Committee Mail – Spaces will be assigned for committee mail in the office area, and will be available for pick-up during office hours only. Committees should assign this responsibility to a specific member and let the office know who it is.
8. Co-ordinator – The Co-ordinator will have all master keys.
9. Bookkeeper – The bookkeeper will have access to the office only.

Approved by the Board of Directors
June 26, 1985

Access to Co-op Records Policy

This policy describes various sources of information in the co-operative and who will have access to them. "Education in the Co-operation" is one of the principles which this co-operative supports. To this end the policy makes co-op information as easy to obtain as possible while still maintaining confidentiality of information about member. Except for manuals which are available on a sign out basis, files must stay in the co-op office.

Financial Books and Records – Members can have access to the co-op's financial records, other than records relating to members accounts, and the distribution of subsidy funds, by making an appointment with the bookkeeper to see the books during normal office hours. Members may see their own accounts.

Corporate Minute Books – Minutes of members and directors meetings will be available to members. Minutes of in-camera directors meetings will be available to directors and the co-ordinator only. A contracts binder forms part of the co-operative's corporate records. Any member may have access to the contracts binder during regular office hours.

Member Records – Individual members may see their records by requesting, in writing, an appointment to do so, with the co-ordinator.

Member Lists – Member lists are available to all members (unlisted telephone numbers not to be given out). The Co-operative Corporations Act restricts the use of member's lists to co-operative business only.

Chronological Incoming Mail Binders – Are open to all.

Chronological Outgoing Mail Binders – Are open to the Co-ordinator and the Board.

Approved Policy Binder - Are open to all.

Co-operative Housing Manuals and Other Reference Material – Open to all, available on a sign-out basis.

Office Procedures Manual - Are open to all.

Committee Minutes Binders

- a. Maintenance - open to all.
- b. Finance - open to all.
- c. Landscaping - open to all.
- d. Security - open to all.
- e. Social - open to all.
- f. Grand Opening - open to all.

- g. Rules - open to the co-ordinator, Board and approved committee members.
- h. Member Selection - open to the co-ordinator, Board and approved committee members.
- i. Arrears - open to the co-ordinator, Board and approved committee members.
- j. Subsidy - open to the co-ordinator, Board and approved committee members.
- k. Personnel - open to the co-ordinator, Board and approved committee members.
- l. Newsletter - open to all.
- m. Arbitration - open to the co-ordinator, Board and approved committee members.

Maintenance Records

- a. Unit Records – Staff, Committee, Board, Members in that Unit.
- b. Specifications – open to all.
- c. Warranties – open to all.
- d. Manuals – open to all.
- e. Trades – open to all.

Personnel Records

- a. Staff Records – open to Board and Personnel Committee members. Individual staff may make an appointment to see their records by making a written request.
- b. Applications – open to the co-ordinator and the Board.
- c. Job Descriptions – open to all.
- d. Policies – open to all.

Finance Records

- a. Paid and Un-Paid Invoices – open to all.
- b. Statements – open to all.
- c. Bank Reconciliations – open to co-ordinator, bookkeeper, treasurer and finance committee chair.
- d. Bookkeeper's Notes – bookkeeper, co-ordinator.

Administrative Files – Open to all.

House Rules

a. Laundry

1. Those at home during weekdays are requested to do their laundry during those days, so that those who work outside the home will be more able to use the facilities evenings and weekends.
2. No laundry shall be strung from railings, windows or balconies.
3. Members must wipe out machines and empty lint screens after using laundry equipment.
4. No fabric dyeing is to be done in the laundry machines.
5. No shoes of any kind, heavy throw rugs, etc, are to be washed in the machines.
6. No unauthorized non residents are allowed in the laundry rooms.
7. Laundry rooms shall not be used for monetary gain.

b. Private Areas

1. No excessive noise shall be acceptable at any time.
2. Members will not play their stereos or other home entertainment equipment at such a volume that it is disruptive to their neighbours. The playing of loud musical instruments beyond a reasonable hour at night will not be acceptable.
3. It is the responsibility of members to exercise control over the activities of their children in respect to the rights of neighbours to quiet privacy.

c. Common Areas

1. All members, their children and guests shall respect other members' right to peaceful occupancy and shall refrain from noisy passage through the building and public areas.
2. Stairwells, elevators, laundry rooms and garage are not to be used for play areas. Corridors and lobbies shall not be used for wheeled activities or ball playing.
3. Member are expected to help maintain the neatness of common areas (e.g. picking up of litter when found, reporting any damage immediately).
4. Members and their guests are asked to adhere to common courtesy regarding smoking and the butting of cigarettes, cigars, matches, etc. in the appropriate containers. It is against the law to smoke in the elevators.
5. No alcoholic beverages are to be consumed in

common areas (corridors, lobby etc)

6. Personal belongings must not be left in the hallways or common areas. Other than being unsightly, they are also considered a fire hazard.

7. Bicycles shall be stored or parked only in the designated bicycle room/area.

d. Garage and Sanitation

1. Members are asked to place their garbage in the chute after it has been wrapped in plastic bags and securely tied.

2. No garbage is to be left in the hallways.

3. Do not put ANY glass items in the chute (whether bagged or not). Leave them in the chute rooms for collection.

4. Please clean up your spills, whether in the garbage chute rooms, in the hallways or laundry rooms.

5. If you wish to dispose of furniture, it will be left up to you to make your own arrangement for pick-up. Items may not be left in the chute rooms or outside.

6. Newspapers and magazines are to be stacked neatly on the floor in the trash rooms or can be taken to the basement garbage room.

7. Pest infestation shall be reported to the Co-op as soon as possible, so that necessary remedial measures can be taken.

e. Safety

1. The members shall at all times exercise care for the safety of others.

2. Members shall not store gasoline or other highly flammable or dangerous materials in their units or storage lockers. Residents shall not permit anything to be done in their premises which will significantly increase the risk of fire.

3. Fire regulations do not allow propane to be stored in the building.

4. Smoke detectors must not be disconnected or painted.

5. Nothing shall be thrown from upper windows or doors.

6. Obstruction of common walk area by personal articles such as toys, bicycles, and other articles belongings to members of individual units will not be permitted.

7. Emergency exit door are to be used in case of emergency only.

f. Vandalism

Any act of vandalism, theft or malicious mischief perpetrated by a member, or any resident of her/his household, or any of her/his guests, against the Co-op or other residents shall be grounds for immediate termination of the member's Occupancy Agreement, as well as prosecution to the fullest extent of the law.

g. Pet Policy

No pets may be allowed in the building, or grounds, except for small birds and goldfish.

Approved by the Board of Directors
June 25, 1989

Rules Committee Job Description

1. Source of Authority and Jurisdiction

– An ordinary committee under the Board of Directors, responsible for dealing with most by-law and policy infractions and disputes between members. The committee is reappointed by the Board of Directors after the Annual Elections from a list of volunteers submitted by the existing committee.

2. Composition

– 6 members

1. The Board may appoint one of its members to act as a liaison (not as a watchdog) serving the needs of communication between Board and Committee. The Liaison has no voting privileges and their responsibilities are as outlined in the “Committee Liaison Officer Job Description”.

2. As far as possible, the makeup of the Committee will reflect the diverse membership of the Co-operative.

3. Term of Office

– 1 year minimum.

4. Duties and Responsibilities of the Committee

– The purpose of this Committee is to invest all written complaints and attempt to satisfactorily resolve problems arising from a Member not carrying out their responsibilities or acting in accordance with Co-op by-laws or policies.

1. To respect the right of confidentiality of all documents, information received, and decisions / recommendations made.

2. To keep detailed written records of all its activities and ensure that relevant copies are placed in the Member(s) file.

3. To deal with problems concerning:

- a. The non-participation of Members;
- b. The interference with other Members’ use of their units;
- c. Failure to carry out maintenance related responsibilities; and
- d. Other breaches of the By-Laws or Rules of the Co-op with respect to noise, garbage, use of common areas, pets, parking, etc.

4. To refer cases to the Board of Directors where no

resolution can be found or there is a reoccurrence of the problem. The Rules Committee may recommend termination of occupancy rights in accordance with the By-laws, but the decision to terminate occupancy rights rests with the Board of Directors and, the Membership, upon appeal.

5. To be extremely careful to deal fairly and consistently with all cases.

6. To make sure that all Co-op Members are familiar with the Rules Committee Procedures and Policy Guidelines.

7. To monitor situations where a recommended way of dealing with a problem has been agreed upon to make sure that the problem has been solved.

8. To work closely with the Participation Committee so that the Rules Committee proceeds with non-participation of Members based on accurate information.

5. Meetings

1. Quorum shall be 50% plus 1. Business cannot be conducted unless a majority of the Committee members are present.

2. The Committee may adopt a regular meeting schedule and/or it may set up a date for the next meeting at the end of each meeting, provided that any absent Committee members are given at least three days notice.

3. Emergency meetings may be called by the Chairperson. Notice shall be given to all Committee members in person, by telephone, or in writing, and such notice must include the purpose for the meeting.

4. An agenda shall be prepared by the Chairperson. The Chairperson and Secretary are responsible for ensuring that regular or referred items of business are placed on the agenda.

5. The agenda shall be distributed, if possible, prior to the meeting and, if any part of the meeting is open, a copy shall be placed on the Co-operative’s bulletin boards.

6. Other than discussions of policy, which must be open to the General Membership, meetings shall be closed to non-committee members due to the confidential nature of the business. If a member wishes to attend a meeting to discuss a particular item of business, the item will be placed on the agenda, upon 48 hours notice having been given, and s/he may attend that portion of the meeting.

7. All Committee decisions and recommendations shall be made by majority vote on a motion duly moved

and seconded.

6. Minutes

1. Minutes are to be recorded at all Committee meetings and include the time, date and place of each meeting, those present, those Committee members absent, the persons chairing and recording, and all decisions made.
2. The minutes will include all final decisions taken at a meeting, with movers and seconders of motions regarding decisions. The minutes may include the rationale for decisions, particularly where they require approval at a higher level.
3. Unapproved minutes will be distributed by the Committee Secretary to all Committee members prior to the next meeting.
4. The minutes will be considered, then altered, or simply approved at the beginning of each following meeting. Within one week of the meeting, a copy of the approved minutes is to be brought to the office by the Secretary for placement by the office manager in the Rules Committee official minute and policy book which is to be kept in the Co-op office.
5. All confidential matters considered by the Committee shall be recorded as "in-camera" and are available for viewing only by Committee members, the office manager and Board of Directors.

7. Reporting

1. Recommendations to the Board of Directors on matters dealt with by the Committee shall be presented in writing and shall include all pertinent information pertaining to the recommendation.
2. A written or verbal update on Committee status/activities shall be made monthly to the Board of Directors and to each regular meeting of the Membership by the Chairperson or their designee.

8.0 Responsibilities of all Committee Members

3. To attend all meetings of the Committee unless prevented from doing so by ill health, or by work or family commitments. When a member is unable to attend a Committee meeting, the Chairperson or Secretary should be informed as far as possible in advance of the meeting. Any member who misses three consecutive meetings without notice will be removed from the Committee.
4. To sit on the Committee for at least one year and give two months notice if planning to leave the Committee or resign as an executive officer.
5. To prepare for meetings by reading background information which has been distributed, reviewing

relevant policies and by-laws in order to be well versed with the subject matter prior to meeting with the Member(s) against whom a complaint has been lodged, and completing any assignments that have been taken on.

6. To take on an equal share of interviews or other tasks, including the overall process of setting goals and ongoing review of the policies and procedures used by the Committee, and carry out any specific duties assigned by the Committee.

7. To contribute constructively to decision making.

8. To make decisions which are in the best interests of the Co-operative.

9. To participate fully in discussions and then, to abide by the decisions taken by the Committee.

10. To make meetings orderly and productive by keeping to the agenda and introducing only relevant information to discussions.

11. To follow Committee policies and procedures: to be familiar with and to follow other policies and procedures adopted by the Board of Directors and the General Membership.

12. To maintain a positive image for the Co-operative.

13. To respect the confidentiality of matters considered by Committee or matters to which the Committee has access. Any member who breaches the confidentiality of Committee business SHALL be removed from the Committee.

14. To declare a conflict of interest if they are personally involved in a grievance and absent themselves from the room for the duration of the Committee's discussion and voting on the matter.

15. Committee members who are related to, or are friends of a Member meeting with the Rules Committee, MUST declare their conflict of interest and absent themselves from the room for the duration of the Committee's discussion and voting on the matter. Committee members must not use their position(s) to get for themselves something that is not equally available to all Co-op Members. Any member who fails to declare a conflict of interest SHALL be removed from the Committee.

8.1 Conflict of Interest and Confidentiality

1. It is extremely important for all Committee members to declare and conflicts of interest, if possible before the meeting by notifying the Chairperson, and keep all matters considered by the Committee, or to which the Committee has access, confidential.

2. All information about a complaint for infraction,

all the details of any Committee discussion or any information to which the Committee has access (e.g. Participation records), shall be disclosed only to the Committee, the Board of Directors, and other relevant Committee's Chairperson or Co-Chairperson. Such information should only be used in conducting the Committee's or Board's proper business.

3. Any breach of confidentiality or failure to declare a conflict of interest is sufficient cause for removal from the Committee and must be referred to the Board of Directors for a final decision. The Chairperson shall report the Committee's recommendation to the next Board of Directors' meeting. The Committee member in question shall be entitled to make representation directly to the Board of Directors at that meeting.

4. The Committee, and each member, must act fairly, with integrity, and without discrimination at all times so that the Committee maintains credibility – both real and perceived.

8.2 Removal of Committee Members

– A member may be removed from the Committee for failing to meet the responsibilities of membership on the Committee (e.g. non-attendance at meetings, refusal to interview, failure to carry out assignments) in accordance with the following procedures:

1. If there is a problem or an alleged breach, the Chairperson, or another duly designated representative of the Committee, will discuss any such problem with the member and attempt to resolve it.

2. If a resolution of the problem cannot be arrived at, the member will be asked to discuss the matter at a Committee meeting. If a solution cannot be found, the Committee may take a vote by ballot as to whether the member should be asked to resign.

3. The Chairperson shall report the recommendation of the Committee to the next Board of Directors' meeting. The Committee member in question shall be entitled to make representation directly to the Board of Directors at that meeting.

9.0 Specific Assignments

9.1 Chairperson

1. The Committee will elect annually, from amongst its members, a Chairperson. There is no limit on how many consecutive times a person may stand and/or be elected to this position.

2. The Chairperson can participate and vote in the case of a tie. However, s/he should generally speak only after encouraging all other members to participate.

3. The Chairperson's responsibilities shall include:

i. Calling meetings, as necessary, and ensuring that all Committee members are notified of each meeting;

ii. Preparing an agenda for each meeting;

iii. Calling the meetings to order and chairing the meetings;

iv. Ensuring that clear decisions are made on each item of business and that all Committee members have an opportunity to speak;

v. Ensuring that new Committee members are integrated and provided with necessary information;

vi. Maintaining an overview of Committee operations and ensuring that the Committee fulfils the responsibilities and acts within the limits of authority set out in its job description;

vii. Following up on Committee business between meetings to ensure assignments are carried out;

viii. Reporting monthly to the Board of Directors and to each regular meeting of the General Membership (another designee may be appointed to do this);

ix. Liaising with the office manager and other Committees where necessary;

x. Ensuring that at least once a year the Committee reviews its job description, policies, procedures, and Committee functioning.

9.2 The Board Liaison can assist with 9.1.3 vi), 9.1.3 vii) and 9.3.2 iii).

9.3 Assistant Chairperson

1. The Committee will elect annually, from amongst its members, an Assistant Chairperson. There is no limit on how many consecutive times a person may stand and/or be elected to this position.

2. The Assistant Chairperson's responsibilities shall include:

i. Notifying Committee members of all meetings (if the Secretary is unable to) by distributing the agenda and relevant information (e.g. letters of complaint, etc.) or calling for emergency meetings;

ii. Carrying out any duties designated by the Chairperson;

iii. Actively seeking new Committee members where necessary;

iv. Assuming all the duties and responsibilities of the Chairperson in their absence, or disability, or refusal to act.

9.4 Secretary

1. The Committee will elect annually, from amongst its members, a recording Secretary. There is no limit on how many consecutive times a person may stand and/or be elected to this position.

2. The recording Secretary responsibilities shall include:

- i. Notifying Committee members of all meetings by distributing the agenda and relevant information (e.g. letters of complaint, etc.);
- ii. Taking minutes at each meeting;
- iii. Seeing that a copy of the unapproved minutes is distributed to all Committee members prior to the next meeting;
- iv. Having a copy of the approved minutes placed by the office manager (within one week of the meeting) in the Rules Committee official minute and policy book which is to be kept in the Co-op office;
- v. Maintaining an official minute and policy book which must be kept in the Co-op office. Where access to the office is problematic, the Secretary shall keep an additional, separate, unofficial record;
- vi. Assisting the Chairperson in preparation of the agenda;
- vii. Submitting participation hours for members of the Committee;
- viii. Preparing and updating the Directory of Committee members;
- ix. Keeping track of Committee handbooks and ensuring that new Committee members are provided with an up-to-date Committee handbook.

10. Filling Vacancies

1. Providing a quorum of the Committee members existing, the Committee may appoint a new member to fill a vacancy in the Committee. This appointment shall be confirmed by the Board of Directors.

2. The Committee will review the list of Co-op members who have volunteered to serve on the Committee and select a replacement, based on the needs of the Committee and the aim of ensuring balanced representation.

3. If a list of volunteers does not exist, the Committee will solicit volunteers from the membership.

4. Vacancies must be filled as soon as possible after the vacancy occurs.

5. If a quorum no longer exists, the Board of Directors shall appoint new Committee members for the remainder of the term.

6. The Committee shall advise the Board of Directors, in writing, of all members retiring from the Committee and of the names of new members to be appointed to the Committee.

11. Handbooks and Training

1. Each Committee member shall be provided with a Committee handbook.

2. Each Committee member shall keep their handbook up-to-date and return it to the Secretary when leaving the Committee.

3. New Committee members shall be trained in the areas of Committee responsibility and Rules Committee procedures by the Chairperson or other designated Committee representative.

Approved by the Rules Committee
May 11, 1995

Approved by the Board of Directors
May 24, 1995

Approved by the General Membership
June 25, 1995

The Rules Committee is responsible for dealing with several types of problems within the Co-op. These include most By-law infractions as well as disputes between Member(s). Many of the situations which the Rules Committee will deal with may, if no other solution is found, result in the termination of a Member(s) occupancy rights. This means that the Committee must be extremely careful to deal fairly and consistently with all cases, follow policies and procedures adopted by the Membership and keep detailed written records of all its activities. The Committee must make sure that all Co-op Members are familiar with the procedures.

Problems concerning non-participation, interference with other Members' use of their units, failure to carry out maintenance responsibilities and any other breaches of the By-laws or rules of the Co-op (noise, pets, garbage, use of common areas, parking, etc.) are dealt with by this Committee.

All those complaints which have been submitted in writing and are signed will be investigated by the Rules Committee. Such complaints may originate from the following:

- a. Members who feel that their rights are being interfered with or who are otherwise concerned about a breach, or
- b. A Committee, the Board of Directors or a Co-op employee aware of a breach through carrying out their responsibilities.

The following policies specify how and when such cases are referred to the Committee and how the Committee will handle them.

1. Non-Participation

2. Interference with other Members' use of their units, and other breaches of the By-laws or rules (Noise, Pets, Use of Common Areas, Garbage, Parking, etc.)

- a. Prior to taking any action, the Rules Committee must ascertain that the Member(s) registering the complaint has made at least one attempt to deal with the problem personally.
- b. If the grievance originates with a Committee, the Board of Directors, or a Co-op employee, the grievance should only be referred to the Rules Committee after an appropriate representative has attempted to resolve the matter with the Member(s) directly.
- c. Complaints submitted to the Rules Committee must always be in writing and signed. This helps to discourage frivolous or anonymous complaints which cannot be properly investigated.
- d. All written complaints referred to the Rules Committee must be investigated sufficiently by the Committee to determine whether or not they are valid and whether or not a co-op regulation is being violated.
- e. The Rules Committee will interview the Member(s) registering the written complaint, as well as the Member(s) being complained about or take such other action as it feels necessary to evaluate the problem.
- f. If a Committee member is personally involved in a grievance they must declare a conflict of interest and absent themselves from the room for the duration of the Committee's discussion and voting on the matter.
- g. Interviews shall always be conducted by at least two members of the Rules Committee. Interviewers shall keep a written record of all interviews. Interviews should conduct themselves in as considerate a way as possible, while remaining objective. The Committee, however, should never attempt to intervene or provide services where professional help (social or medical) is obviously needed.
- h. It is the responsibility of the Committee to ensure

that the two members assigned as interviewers are unbiased on the matter.

i. Rules Committee members must respect the confidentiality of matter considered by the Committee or matters to which the Committee has access. Any member who breaches the confidentiality of Committee business SHALL be removed from the Committee.

j. Committee members who are related to or are friends of a Member meeting with the Rules Committee MUST declare their interest and absent themselves from the room for the duration of the Committee's discussion and voting on the matter. Any member who fails to declare a conflict of interest SHALL be removed from the Committee.

k. When it has been determined that a Member(s) is not carrying out his or her responsibilities or is not behaving in accordance with the By-Laws of the Co-operative, the Committee should attempt to ascertain why and explore solutions to the problem with the Member is question.

l. The interviewers shall attempt to find a resolution to a problem that is acceptable to all the parties involved. If no such matter, shall decide on what it considers to be a fair resolution is possible, the Rules Committee, having reviewed the matter, shall decide on what it considers to be a fair resolution and shall communicate that decision to the parties involved. Either party in the complaint has the right to appeal any decision of the Rules Committee once to the Board of Directors. Subject to paragraph n), there shall be no appeal beyond the Board of Directors.

m. Where a recommended way of dealing with the problem has been agreed upon, the Committee must monitor the situation to make sure that the problem has been solved.

n. Where no solution is found, or there is a re-occurrence of the problem, and the Committee can see no other course of action, the case shall be referred to the Board of Directors. The Rules Committee may recommend termination of occupancy rights in accordance with By-Law 15, but the decision to terminate occupancy rights rests with the Board of Directors and the Membership upon appeal.

Security Members Job Description

1. When joining the Security Committee, members agree to work scheduled shifts of 3 hours bi-weekly. Security sifts are scheduled at night only from 7:00pm to 11:00pm. Emergency duties will be under the direction of the Chief of Security, the Co-Chief of Security or the Board of Directors.

2. There are 14 teams on duty consisting of 3 people per team.

a. Desk – One member at the desk who

1. Issues and logs parking passes to overnight quests.

2. Logs time and results of rounds and any complaints.

3. Logs the hours put in by each member of the team.

4. Phone members to inform them of parcels in the Security Room.

b. If only 2 people are on surety duty, then a sign is to be put in the window “Be back soon as possible – Doing rounds” – leave the lights on, lock up and do the rounds.

c. Rounds – Two members are to do rounds “together” which consist of:

- All exit doors, patio doors, laundry rooms, storage areas, hall lights and test emergency lights, garbage rooms and stairwells on all levels.

- The garage area is to be checked regularly. Note if any ceiling lights are burned out. Cars are to be checked to ensure no lights are left on. If they are, please notify the member concerned.

- The compactor room should be checked to see if it is blocked up. If so report it, log it and notify either the Security Chief or a Board member.

- The pump room is to be checked and if it is overflowing; report it, log it and notify either the Chief of Security or a Board member.

- The Courtyard and Parking lots are to be checked regularly.

- All irregularities are to be reported and logged.

3. Security is to observe, witness and report any damages etc. and all wrong doings with as many details and descriptions as possible. We are ONLY to observe and

(request (ie) turn music down please); not to challenge individuals of any unusual deeds.

4. A list of current spares is to be given to all team members. If you didn't receive one please request one.

5. Team members who will be absent are required to get their own spares.

Notes: Two members are required to do rounds TOGETHER in case of any emergency and/or if a witness is required and also for their own safety. This is the ONLY way our Board of Directors can back up Security if a problem arises or if Security is challenged for any reason.

Security Chief's and Co-Chief's Job Description

1. To train and encourage Security Members to do their rounds according to Security Members Job Description.
2. To fully explain what the committee's responsibilities are, and how to handle any situations that may arise while they are on duty.
3. To get as many Security Members as possible to help in the event of a power failure, day or night.
4. To set up schedules for teams and try if possible, to keep the peace on each team.
 - a. Give all team Members a current list of spares and their telephone numbers.
 - b. To replace Members are required.
5. To ensure that all forms for Logs, Passes etc. are available in the Security Office.
6. To attend and conduct regular meetings, properly scheduled and posted;
 - a. A minimum of fifteen Members are to be present in order to transact business.
 - b. The Security shall record the minutes of the meeting.
 - c. The Treasurer's report shall be given at each meeting, which shall state all expenditures and income since the last meeting. The report is to be recorded in the minutes of the meeting.
 - d. Minutes of all meetings are given to the Chief who will take them to the Office to be typed. One copy is to be kept in the Office Security Book and one copy to the Chief's book.
7. To work with the Board of Director's to try to make a complete and well functioning group, working in the best interest of the co-op.
8. To ensure that keys for the Security Office are only given to team Captains or their designate.
9. To make themselves available as much as possible when trouble or problems arise for Security Members.
10. All equipment is to be kept in working order and/or replaced under the control of the Head of Security. e.g. Walkie Talkies, 8 hour VCR's, Tapes etc. in accordance with the spending policy.
11. To ensure that VCR tapes are changed at eight hour intervals throughout each day. 8:00am; 4:00pm; and 12:00 midnight.

- a. Check the tapes monthly to ensure that they are recording properly.
- b. Replace defective tapes.
- c. New tapes shall have their tape start date recorded on the tape container.

12. To conduct yearly elections for Chief, Co-Chief, Secretary and Treasurer.

Approved by the By-Law Committee
January 21, 1999

Approved by the Board of Directors
January 21, 1999

Approved by the General Membership
February 8, 1999

Procedures for all Committees

a. Composition of Committees

1. Each Committee is reappointed by the Board of Directors after Annual Elections from a list of volunteers submitted by the existing committees.
2. The Board shall normally appoint the nominees of the outgoing Committees. It may choose from among the members proposed, based on advice from the Committee, when they exceed the number needed on any one Committee. It may ask members proposed for any one Committee to serve on another Committee with urgent need.
3. The Board may wish to consult with a Committee where a proposed member seems to it to be in conflict of interest, irresponsible, incompetent or otherwise inappropriate. Though the Board will ultimately rule on membership, the Committee shall have adequate opportunity to review the Board's concerns and response before such a final ruling is made.
4. The Board may also appoint one of its own members to a Committee to act as a Liaison (not as a watchdog) serving the needs of communication between Board and Committee.
5. Through the year, vacancies on a committee shall be filled by the Board on the advice of the Committee in question.

b. Meetings

1. Meetings shall be held at least once a month, preferably at a regular meeting time and place to encourage other members to attend. At least 48 hours notice of meeting should be given to each Committee member.
2. Meetings are open to all Co-op Members, except discussions of arrears, membership or subsidy applications, personal matters, complaints against other members, and termination of membership hearings. Notice of times and places of meetings should be generally available through the newsletter or some other means.
3. The quorum for any meeting is a majority of the members as defined by the Committee's job description and formally appointed by the Board to sit on the particular Committee.
4. Decisions may be made by consensus or by vote, as the Committee chooses, as an operational procedure. Only members officially on a Committee may vote. The

Chairperson of a Committee can vote in the case of a tie.

c. Officers

1. Each Committee will elect or appoint a Chairperson from among its members.
2. The Chairperson will schedule meetings (in consultation with Committee members), prepare agendas, and generally chair meetings.
3. The Chairperson can participate and vote in the case of a tie. However, she or he should generally speak only after encouraging all other members to participate.
4. Each Committee will elect or appoint a Secretary from among its members.
5. The Secretary will take minutes, get them typed and copies made and distribute to all Committee members prior to the next meeting.
6. The Secretary will maintain an official minute and policy book which must be kept in the Co-op office. Where access to the office is problematic, the Secretary may wish to keep an additional separate, unofficial record.
7. Each Committee will elect or appoint an Assistant Chairperson from among its members.
8. The Assistant Chairperson will call to remind members of meetings.
9. The Assistant Chairperson will actively seek new Committee members where necessary.
10. The Assistant Chairperson will fill in for the Chairperson where necessary.
11. Each Committee that has financial transactions must have a Committee Treasurer.
12. The Treasurer shall be responsible for collection and disbursements of all funds, for documenting the disbursements, credits and debits, and for reporting to the Board monthly.
13. No Member may hold more than one executive position on any one Committee in the Co-op.

d. Minutes

1. The minutes will record the time, date and place of each meeting, those present (including non-members of the Committee), those Committee members absent, the persons chairing and recording, and all decisions made.
2. The minutes will include all final decisions taken at a meeting, with movers and seconders of motions regarding decisions. The minutes may also include the

rationale for decisions, particularly where they require approval at a higher level.

3. The minutes will be considered, then altered, or simply approved at the beginning of each following meeting, with the Secretary maintaining an approved copy of the minutes, which is then filed in the office.

Approved by the Board of Directors
February 23, 1995

Approved by the General Membership
April 9, 1995

e. Responsibilities of Committee Members

1. Committee members are appointed for the term of the Board of Directors, and under normal circumstances are expected to commit themselves to serve for that period.

2. They are expected to attend Committee meetings whenever possible and to give prior notice to the Committee Assistant Chairperson or Secretary if they are unable to attend.

3. The Chairperson, Assistant Chairperson, Secretary, and Board Liaison to the Committee all have set tasks to be performed between meetings. Other Committee members are expected to perform a fair share of the other Committee work, including the overall process of setting goals and ongoing review of the policies and procedures used by the Committee.

4. Committee members are expected to assist in the Committee's functioning by suggesting improvements where experience has shown they may be warranted.

5. All Committee members have a responsibility to make meetings orderly and productive by keeping to the agenda and introducing any relevant, but only relevant information to discussions.

6. Committee members are expected to participate fully in discussions and then to abide by the decisions taken by their committee.

7. Committee members must not use their positions to get for themselves something that is not equally available to all Co-op Members. Generally, they must avoid conflicts of interest.

8. Committee members must respect the confidentiality of information regarding arrears, membership or subsidy applications, personnel matters, complaints against other members, and termination of membership hearings.

9. A Committee member may be removed by the Board, usually on the recommendation from the Committee after the Committee has discussed the reason for removal with the member. The member has the right to notice and to contest the removal at a Board Meeting.

Approved by the By-Law Committee
February 21, 1995

Membership Selection Committee

Job Description / Organizational Guidelines

1.0 Source of Authority and Jurisdiction

– A major standing committee under the Board of Directors, responsible for recruitment of Members and allocation of units. The Committee is reappointed by the Board of Directors after the Annual Elections from a list of volunteers submitted by the existing Committee.

2.0 Composition

– 10 Members

- i. Chairperson;
- ii. Co-Chairperson;
- iii. Secretary;
- iv. Five interview teams, two unrelated members each; interview prospective members;
- v. Three Committee members (Chairperson, Co-Chairperson and Subsidy Committee member); review the Internal and External Waiting Lists and bring back to the Committee their recommendation(s) for allocation of units;
- vi. One Subsidy Committee member to serve on the Membership Selection Committee.

2.1 The Board may appoint one of its members to act as a liaison (not as a watchdog) serving the needs of communication between Board and Committee. The Liaison has no voting privileges and their responsibilities are as outlined in the “Committee Liaison Officer Job Description”.

2.2 As far as possible, the makeup of the Committee will reflect the diverse membership of the Co-operative.

3.0 Term of Office

– 1 year minimum.

4.0 Duties and Responsibilities of the Committee

– The purpose of this Committee is to keep Venture Place Housing Co-op units filled with involved, participating Members of the community. And

1. To maintain confidentiality.
2. To provide the office manager with advertising data which s/he will place in local, daily, or weekly

newspapers.

3. To interview applicants to establish whether or not they meet the criteria for membership and to provide applicants with information about the Co-operative.
4. To make recommendations to the Board of Directors on acceptance or rejection of applications.
5. To maintain Internal and External Waiting Lists.
6. To make recommendations to the Board of Directors an approval or rejection of requests for internal moves.
7. To allocate units according to the Internal and External Waiting lists.
8. To propose and update membership policies for Board and Membership approval in such areas as membership selection criteria, application procedures, interviewing, waiting lists, Committee structure and occupancy policies.

5.0 Meetings

1. Quorum shall be 50% plus 1. Business cannot be conducted unless a majority of the Committee members are present.
2. The Committee may adopt a regular meeting schedule (at least once per month) and/or it may set up a date for the next meeting at the end of each meeting, provided that any absent Committee members are given at least seven days notice.
3. Emergency meetings may be called by the Chairperson. Notice shall be given to all Committee members in person, by telephone, or in writing, and such notice must include the purpose for the meeting.
4. An agenda shall be prepared by the Chairperson. The Chairperson and Secretary are responsible for ensuring that regular or referred items of business are placed on the agenda.
5. The agenda shall be distributed to all Committee members prior to the meeting and, if any part of the meeting is open, a copy shall be placed on the Co-operative’s bulletin boards.
6. Other than discussions of policy, which must be open to the General Membership, meetings shall be closed to non-committee members due to the confidential nature of the business. If a Member wishes to attend a meeting to discuss a particular item of business, the item will be placed on the agenda, upon 48 hours having been given, and s/he may attend that portion of the meeting.
7. All recommendations on applications must be decided by a majority vote on a motion moved and seconded by the interviewing members. Approval

or rejection of internal moves requests and policy changes must be by a majority vote on a motion duly moved and seconded.

6.0 Minutes

1. Minutes are to be recorded at all Committee meetings and include the time, date and place of each meeting, those present, those Committee members absent, the persons chairing and recording, and all decisions made.
2. The minutes will include all final decisions taken at a meeting, with movers and seconders of motions regarding decisions. The minutes may include the rationale for decisions, particularly where they require approval at a higher level.
3. Unapproved minutes will be distributed by the Committee Secretary to all Committee members prior to the next meeting.
4. The minutes will be considered, then altered, or simply approved at the beginning of each following meeting. Within one week of the meeting, a copy of the approved minutes is to be brought to the office by the Secretary for placement by the office manager in the Membership Selection Committee official minute and policy book which is to be kept in the Co-op office.
5. All confidential matters considered by the Committee shall be recorded as "in camera" and are available for viewing only by Committee members, the office manager and Board of Directors.

7.0 Reporting

1. Recommendations to the Board of Directors on applications and internal moves requests shall be presented in writing and shall include all pertinent information pertaining to the recommendation.
2. A written or verbal update on Committee status/ activities shall be made monthly to the Board of Directors and to each regular meeting of the Membership by the Chairperson or their designee.

8.0 Responsibilities of all Committee Members

1. To attend all meetings of the Committee unless prevented from doing so by ill health, or by work or family commitments. When a member is unable to attend a Committee meeting, the Chairperson should be informed as far as possible in advance of the meeting. Any member who misses three consecutive meetings without notice (or four meetings over a six-month period) may be removed from the Committee.
2. To sit on the Committee for at least one year and

give two months notice if planning to leave the Committee or resign as an executive officer.

3. To prepare for meetings by reading background information which has been distributed and completing any assignments that have been taken on.
4. To take on an equal share of interviews or other tasks, including the overall process of setting goals and ongoing review of the policies and procedures used by the Committee, and carry out any specific duties assigned by the Committee.
5. To submit their individual interview hours each month to the Participation Committee.
6. To contribute constructively to decision making.
7. To make decisions which are in the best interests of the co-operative.
8. To participate fully in discussions and then, to abide by the decisions taken by the Committee.
9. To make meetings orderly and productive by keeping to the agenda and introducing only relevant information to discussions.
10. To follow Committee policies and procedures; to be familiar with and to follow other policies and procedures adopted by the Board of Directors and the General Membership.
11. To maintain a positive image for the Co-operative.
12. To respect the confidentiality of matters considered by the Committee or matters to which the Committee has access. Any member who breaches the confidentiality of Committee business SHALL be removed from the Committee.
13. Committee members who are related to, or are friends of applicants, MUST declare their interest and absent themselves from the room for the duration of the Committee's discussion and voting on that application. Committee members must not use their position(s) to get for themselves something that is not equally available to all Co-op Members. Any member who fails to declare a conflict of interest SHALL be removed from the Committee.

8.1 Conflict of Interest and Confidentiality

1. It is extremely important for all Committee members to declare any conflicts of interest and keep all matters considered by the Committee, or to which the Committee has access, confidential.
2. All information about the income and credit ratings of applicants and Members, all the details of any Committee discussion of interviews or applications, or any information to which the Committee has access

(e.g. Subsidy in the case of Chair/Co-Chairpersons and Subsidy Committee member only), shall be disclosed only to the Committee or the Board of Directors. Such information should only be used in the Committee's or Board's proper business.

3. Any breach of confidentiality or failure to declare a conflict of interest is sufficient cause for removal from the Committee and must be referred to the Board of Directors for a final decision. The chairperson shall report the Committee's recommendation to the next Board of Directors' meeting. The Committee member in question shall be entitled to make representation directly to the Board of Directors at that meeting.

4. The Committee, and each member, must act fairly, with integrity, and without discrimination at all times so that the Committee maintains credibility -- both real and perceived.

8.2 Removal of Committee Members

– A member may be removed from the Committee for failing to meet the responsibilities of membership on the Committee (e.g. non-attendance at meetings, refusal to interview, failure to carry out assignments) in accordance with the following procedures:

1. If there is a problem or an alleged breach, the Chairperson, or another duly designated representative of the Committee, will discuss any such problem with the member and attempt to resolve it.
2. If a resolution of the problem cannot be arrived at, the member will be asked to discuss the matter at a Committee meeting. If a solution cannot be found, the Committee may take a vote by ballot as to whether the member should be asked to resign.
3. The Chairperson shall report the recommendation of the Committee to the next Board of Directors' meeting. The Committee member in question shall be entitled to make representation directly to the Board of Directors at that meeting.

9.0 Specific Assignments

9.1 Chairperson

1. The Committee will elect annually, from amongst its members, a Chairperson. There is no limit on how many consecutive times a person may stand and/or be elected to this position.
2. The Chairperson can participate and vote only in the case of a tie. However, s/he should generally speak only after encouraging all other members to participate.
3. The Chairperson's responsibilities shall include:
 - i. Calling meetings, as necessary, and ensuring

that all Committee members are notified of each meeting;

- ii. Preparing an agenda for each meeting;
- iii. Calling the meetings to order and chairing the meetings;
- iv. Ensuring that clear decisions are made on each item of business and that all Committee members have an opportunity to speak;
- v. Ensuring that new Committee members are integrated and provided with necessary information;
- vi. Maintaining an overview of Committee operations and ensuring that the Committee fulfils the responsibilities and acts within the limits of authority set out in its job description.
- vii. Following up on Committee business between meetings to ensure assignments are carried out;
- viii. Reviewing the Maintenance, Participation, and Rules records upon receipt of an internal move request as per Section 2.1 of the Internal Moves Policy (a designee may be appointed to do this);
- ix. Reporting monthly to the Board of Directors and to each regular meeting of the General Membership (a designee may be appointed to do this);
- x. Liaising with the office manager and other Committees where necessary;
- xi. Ensuring that at least once a year the Committee reviews its job description, policies, procedures, and Committee functioning's.

9.2 The Board Liaison can assist with 9.1.3 vi), 9.1.3 vii) and 9.3.2 iii).

9.3 Assistant Chairperson

1. The Committee will elect annually, from amongst its members, an Assistant Chairperson. There is no limit as to how many consecutive times a person may stand and/or be elected to this position.
2. The Assistant Chairperson's responsibilities shall include:
 - i. Notifying members of all meetings by distributing the agenda or calling for emergency meetings;
 - ii. Carrying out any duties designated by the Chairperson;
 - iii. Actively seeking new Committee members where necessary and in the case of a vacancy, recommending a replacement to the Committee;

iv. Assuming all the duties and responsibilities of the Chairperson in their absence, or disability, or refusal to act;

9.4 Secretary

1. The Committee will elect annually, from amongst its members a recording Secretary. There is no limit on how many consecutive times a person may stand and/or be elected to this position.

2. The recording Secretary's responsibilities shall include:

- i. Taking minutes at each meeting;
- ii. Seeing that a copy of the unapproved minutes is distributed to all Committee members prior to the next meeting;
- iii. Having a copy of the approved minutes placed by the office manager (within one week of the meeting) in the Membership Selection Committee official minute and policy book which is to be kept in the Co-op office;
- iv. Maintaining an official minute and policy book which must be kept in the Co-op office. Where access to the office is problematic, the Secretary shall keep an additional, separate, unofficial record.
- v. Assisting the Chairperson in preparation of the agenda;
- vi. Submitting participation hours for members of the Committee;
- vii. Preparing and updating the Directory of Committee members;
- viii. Keeping track of Committee handbooks and ensuring that new Committee members are provided with an up-to-date Committee handbook.

10.0 Filling Vacancies

1. Providing a quorum of the Committee members exists, the Committee may appoint a new member to fill a vacancy in the Committee. This appointment shall be confirmed by the Board of Directors.

2. The Assistant Chairperson will review the list of Co-op members who have volunteered to serve on the Committee. s/he will recommend a replacement, based on the needs of the Committee and the aim of ensuring balanced representation, to the whole Committee.

3. If a list of volunteers does not exist, the Committee will solicit volunteers from the Membership.

4. Vacancies must be filled as soon as possible after the vacancy occurs.

5. If a quorum no longer exists, the Board of Directors shall appoint new Committee members for the remainder of the term.

6. The Committee shall advise the Board of Directors, in writing, of all members retiring from the Committee and of the names of new members to be appointed to the Committee.

11.0 Handbooks and Training

1. Each Committee member shall be provided with a Committee handbook.

2. Each Committee member shall keep their handbook up-to-date and return it to the Secretary when leaving the Committee.

3. New Committee members shall be trained in the areas of Committee responsibilities and Membership Selection Committee procedures by the Chairperson or other designated Committee representative.

Approved by the Membership Selection Committee
March 9, 1995

Approved by the Board of Directors
April 27, 1995

Approved by the General Membership
June 25, 1995

Member Selection Criteria

I. Eligibility for Membership – There will be no restrictions on size, composition or marital status of households so long as other selection criteria are met.

II. Income Requirements – There is no maximum on an applicant's income. An applicant will not be considered for occupancy if he or she would be paying more than 30% of his or her household's gross income on shelter costs unless the co-operative can subsidize that applicant on a housing-charge-geared-to-income basis.

III. Financial Stability and Responsibility – An applicant should have a financial history which indicates the likelihood of continuing financial responsibility. This history must be verified by a credit check. When applicable reference checks with previous landlords may be made. Applicants should have been earning the income required for unit requested for the immediately preceding year or they should have been paying a comparable rent for at least the past year, without any arrears.

IV. Understanding of and Interest in Co-operative – As well as the ability to pay their housing charges, applicants must be judged to have a willingness and ability to participate in the Co-operative. While making such a judgment is partly a matter of intuition, it can be made easier if the committee interviewers discuss the following areas with the applicants:

a. Time to Volunteer – members will be expected to participate a minimum of 6 hours per month and applicants must make a specific commitment i.e. must indicate what committee or type of work for the Co-op interests them. If both adults work at two jobs each and spend every weekend at their cottage, to give an extreme example, they are going to have no time for co-op responsibilities.

b. Volunteer Experience – do the applicants have any experience which would make it easy for them to join in Co-op activities? Obviously, if they have lived and participated in another Co-operative, they would have a head start. (If they have, the committee should check with that co-operative to insure that they are good members) If they have any other organized volunteer experience (for example: union, service club, professional association, religious organization, community or recreational association), they might have some understanding of meeting procedure, the need to follow rules and policies, etc.

c. Compatible Beliefs – do the applicants display any attitudes which are inconsistent with co-operative

living? If they show any serious prejudice based on race, religion, national origin, political or social creed, they are rejecting one of the fundamental principles of the co-operative movement and one of the conditions for support from Canada Mortgage and Housing Corporation. However, making judgments on applicants' prejudice should be done carefully. If interviewers detect some signs of prejudice, they should try to get the applicants to reveal their beliefs more fully. Many bigots are amazingly candid!

d. Understanding of what they have been told about Co-op's – do the applicants show that they understand, in general terms, how a housing Co-operative works? By the time applicants are interviewed, they will have been given some information on Co-ops, either spoken or in written form. During the interview they have had another opportunity to ask questions. By the end of the interview, they should have a reasonable understanding of how co-ops work. They might even have some ideas about how they would like to participate. If they show through their questions or comments a lack of understanding, they may have no genuine interest or no ability to take part. Or the committee may have failed to do its job properly.

e. Compatible Lifestyle – do the applicants indicate in any way that their attitudes and behaviour might make them poor members in this co-op? This is another difficult and sensitive area to judge. But applicants who don't like children, for example, will not fit into a co-op which has a lot of large families. Similarly, people who like to move their stereo into the backyard and party every night through the summer might not be too welcome either. Generally, interviewers should be seeking anything that indicates respect for the rights, privacy, and property of others.

f. Ability to maintain Co-op Property – do the applicants have the ability and inclination to maintain the unit they want? The interviewers can check with the applicants' landlord. They can determine if the applicants have basic maintenance knowledge and skills or are willing to learn. They can ask what kind of repairs or redecorating the applicants have done where they now live. If such questions are asked carefully, the applicants may reveal their attitudes to such matters.

g. Desire for Stability – are the applicants looking for a home where they can establish roots? It's possible that applicants may meet all other criteria but may be looking for short-term accommodation. The co-op should not accept anyone unwilling to make a one year commitment (not a binding, legal agreement but a general moral commitment). Ideally, you should be looking for people who want a permanent home.

h. Skills that might be useful to the Co-op – does this family's members have skills which will be useful to the co-operative? There are at least three general types of skills which you Co-op can use. People with maintenance skills are useful not just for doing volunteer work but also for helping plan and supervise paid work. Those with administrative skills can help organize and keep the Co-op's records, and can assist in budget preparation in community work and/or education and can provide some of the leadership which you committees will need.

V. Unit Size Restrictions Relative to Family Size

	Minimum	Maximum
One Bedroom Unit	1	2
Two Bedroom Unit	2	4
Three Bedroom Unit	3	6

** A family of 4 consisting of two parents and two children will be subsidized only to the level of the housing charge for a three bedroom unit. **

Internal Moves Policy

1.0 Purpose and Intent of this Policy

1.1 The purpose of this policy is to give every Member the opportunity to obtain the unit of choice providing it does not infringe on the rights of other Members or incur unusual cost to the Co-operative.

2.0 Application Procedure

2.1 Every internal move must be initiated with a written request which is signed and dated by the Member(s) and submitted to the office. Such request shall be acknowledged by the office in writing. The office manager shall forward the request to the Chairperson of the Membership Selection Committee within two working days. The Membership Selection Committee Chairperson records (the last annual inspection within the last 12 months), the participation and rules records (in the previous 12 months), regarding the applicant(s). After reviewing the records, the Membership Selection Committee Chairperson shall convene a meeting of the Membership Selection Committee which will approve or reject the request and forward their recommendation to the Board of Directors forthwith. The Member(s) and the Membership Selection Committee Chairperson will be notified in writing within 72 hours of the Board of Directors' decision and the Membership Selection Committee will place the applicant's name on the Internal Waiting List, in accordance with Membership Selection and Subsidy Policies.

3.0 Eligibility for Application

3.1 The Member(s) may apply for relocation to any size or type of unit for which they qualify according to the Occupancy Guidelines of By-Law 15 and Subsidy Policy of the Co-operative.

3.2 The Member(s) must be Specific in their request, naming the particular type of unit (e.g. ground floor), area of building (e.g. street and parking lot or west yard; 3rd floor or up), or specific unit (e.g. 602) they want to relocate to.

Example:

- 2 bedroom, 3rd floor and up, courtyard;
- 2 bedroom, 3rd floor and up, west yard;
- 2 bedroom, 3rd floor and up, street and parking lot;

- 2 bedroom, 302, 402, 502, 602;
- 3 bedroom, 5th or 6th floor, street and parking lot.
- Suites facing: Courtyard – 04-10; west yard: 01-03; Street and Parking lot: 11-17.

3.3 If the Member(s) has specified a particular unit (e.g. 611 or any unit in a particular block) and refuses an offer of such unit, the request will be deemed fulfilled.

3.4 Upon receiving notice to vacate a unit the office manager will send a notice to the vacating Member(s) setting up a preliminary maintenance inspection and also a notice to the eligible applicant(s). The office manager is to arrange for the eligible applicant(s) to accompany the Maintenance Committee during the preliminary inspection. The applicant(s) eligible for an internal move into that unit may accompany the persons conducting the inspection or be given access to the report, at the applicant's option. The applicant(s) must respond to the offer of a unit within 24 hours after completion of maintenance inspection.

4.0 Subsidized Members

4.1 Subsidized Members whose family size changes so the person-per bedroom requirement is no longer being met (for example the number in a three bedroom drops to two), are governed by the Subsidy Policy, Section F.

4.2 Requests for internal moves by subsidized Members, based on person-per-bedroom requirements of the Subsidy Policy, Section F, will be given top priority on the Internal Waiting List, except for the requests of a disabled Member applying for a modified unit.

4.3 When an internal move request is also a request for a new Subsidy allocation the Subsidy Policy and availability of Subsidy funds (including the Subsidy surplus reserve) shall apply. The Subsidy Policy will be applied fairly and consistently regardless of the Member's age, according to Section 12 of the 95.1 Operating Agreement with CMHC, and will not be used to deliberately deny an internal move. Priority of such application shall be by date or as per Section 6.1 as it is a move initiated by the Member(s) not required by the Subsidy Policy.

5.0 Member(s) experiencing new conditions

5.1 Members must be a resident of the building for a minimum of 1 year before they can apply for an internal move.

5.2 Following an internal move, Members must have lived in their new unit a minimum of 2 years before they can

apply for a second internal move.

5.3 The conditions set forth in Section 5.1 and 5.2 shall be waived if Members, according to the Occupancy By-Law and Subsidy Policy guidelines, are:

- a. Under housed;
- b. Over housed;
- c. In need of a move to less expensive accommodations due to financial reasons;
- d. Applying to move to a modified unit for the disabled;
- e. Qualified for waiver due to any special need recognized and approved by the Board of Directors; or
- f. A member plans to be married or co-habitat and requires a separate unit;
- g. As resident of a unit where part of an internal move less than 1 year previously but did not become a Member unit after the move (for example, child turns 16);
- h. A member's child or other relative is moving in with them as a long-term guest and a unit is required. This provision shall not be used to circumvent Occupancy Guidelines or Waiting lists.

5.4 Persons 16 years of age or older, living in a unit with parents, other relatives, or any other Member(s), may apply for a separate unit according to Section 1 provided they:

- a. Have been interviewed and accepted as a Co-op Member by the Membership Selection Committee and the Board of Directors (either when they originally move in, upon becoming 16, or at the time of application for a separate unit);
- b. Have filled out a formal application for housing (either when they originally moved in, upon becoming 16, or at the time application for a separate unit and submitted a letter of request);
- c. Agree to meet the participation requirements of By-Law 10 and the Maintenance Policy.

5.5 Any Member is exempt from Sections 5.1 and 5.2 until they are allocated their own unit.

6.0 Priority for Relocation

6.1 Priority for relocation on the Internal Waiting List will be based on the date of application according to the Membership Selection Policy. Exceptions, however, shall be allowed in cases where:

- a. Housing charge assistance is not available and a household needs to be moved to a less expensive unit;

- b. A household is judged to be under housed or over housed;
- c. A household is forced to vacate because a unit is damaged by fire, flood, or other form of damage;
- d. A household is required to move as per the Subsidy Policy, Section F (top priority, except for e);
- e. A household requires a move to a modified unit.

7.0 Member and Co-op Expenses

7.1 There are to be no unusual expenses incurred by the Co-operative for the units being moved from or to excluding:

- a. Scheduled repainting as per the Maintenance Policy Sections 3.6.1.3 and 6.3.1.3;
- b. Normal wear and tear in the unit such as for worn carpeting, cupboards, etc. with due consideration given as to the number of unit occupants in making such determination.

7.2 The outgoing Member(s) shall be responsible for all work specified in Maintenance Policy Article 5.4 General Move-Out Responsibilities and, Article 5.5 Move-Out Responsibilities related to unit interiors 5.5.1 through 5.6.2.3 inclusive. The outgoing members shall be responsible only for painting if required to fulfill Article 5.4 paragraph 5 as well as any painting they choose to do in the suite which they are moving into.

Approved by the Board of Directors:
February 7, 2007

Approved by the General Membership:
February 28, 2007

7.3 If a Member accepts the unit they are moving into the Co-operative will not be responsible for anything the Member later claims is unacceptable unless the exceptions have been noted before move in, in writing, to the office.

7.4 If a household is required to move in accordance with the Subsidy Policy, or for any reason initiated by the Co-operative, there shall be no cost incurred by the Member(s) except for the cost of damages.

7.5 All inspections and move-in/move-out dates shall be according to the Maintenance Policy governing external move-in's and move-out's.

8.0 Members ineligible for an internal move

8.1 All units where the participation requirements are not being met as per By-Law 10. If any Member(s) are exempt

from participation requirements and the other Member(s) of that unit (who are not exempt) fail to participate and keep the unit in good standing, then the Member(s) who are not exempt are ineligible to move.

8.2 Members who are in arrears, consistently pay their housing charges late, or owe monies for maintenance repairs. However, consideration may be given if a Member wishes to transfer to a less expensive unit.

9.0 Acceptance or rejection of requests

9.1 The final decision to approve or disapprove an internal move will be made by a majority of Board of Directors. In the case of a tie, the Chairperson will cast the deciding vote.

9.2 If an application has been refused and the applicant(s) has satisfactorily remedied the case for refusal, a new application can be made to the office according to the procedure beginning at Section 2.1.

10.0 Appeal Procedure

10.1 All member(s), and/or their representatives, have the right of appeal to the Board of Directors. Written notice of appeal shall be submitted to the office. Such notice of appeal shall be acknowledged by the office, in writing, to the Member(s). The Member(s) will be notified in writing as to the time and place of the appeal and may have a representative with them. The Board of Directors' decision on the appeal will be given in writing to the Member(s) and the Membership Selection Committee Chairperson within 72 hour of the decision.

Approved by the By-Law Committee
March 1, 1995

Approved by the Board of Directors
March 13, 1995

Approved by the General Membership
April 9, 1995

Maintenance Policy

1.0 Division of Responsibility

1.1 Who is Responsible for the Maintenance of the Co-op?

- The Board of Directors
- The Maintenance Committee
- The Members (as residents)
- The Members (as volunteer labour)
- The staff of the Co-operative
- External Contractors
- Casual labour

In the sections below, the role of each is defined.

1.1.1 The Board of Directors – The Board of Directors as the body elected by the members, has the legal responsibility for overseeing the management of all areas of the Co-operative operation, including maintenance. Accordingly, the Board is responsible for all expenditures and hiring though it may delegate its authority in certain areas to other groups. All decisions of the Maintenance Committee must be presented for approval to the Board of Directors, in the form of recommendations; those decisions which change the maintenance policy must go through the Board to the General Membership.

1.1.2 Maintenance Committee – The Maintenance Committee is appointed by the Board of Directors to;

- a. Provide advice to the Board on the maintenance spending priorities or other matters which may be referred to it by the Board;
- b. Develop maintenance – related policies;
- c. Review the implementation of the maintenance program to ensure that the policies and procedures for meeting the maintenance objectives are working effectively;
- d. Develop recommendations for change where policies or procedures appear not to be working;
- e. Organize specific maintenance tasks delegated to it such as annual inspections, work days or clean up days;
- f. Initiate and review maintenance projects.

1.1.3 The Members (as residents) – The responsibilities of the Members are described in specific detail in Chapters 3, 4 and 5.

1.1.4 The Members (as volunteers)

1. A number of tasks may be identified which are labour intensive and which require limited supervision, (or supervision of limited skill), Limited equipment e.g. hand tools or simple mechanical tools, and limited skills to carry out.

2. These tasks may include carpentry, cleaning, painting, carrying, paving maintenance, and so on. These and similar tasks are especially suited to be carried out by volunteers, either as individuals or organizing work parties.

3. A system for routing the participation of members with these skills must be designed by the Maintenance Committee. The committee must be responsible for the matching of the member to the job. A simple system may involve identifying “resident experts” at various skills combined with a system of annual work days. In the case of “resident experts”, it is important to apportion their participation fairly; in the case of annual work days, it is advisable to have identifiable, seasonal days when many people can turn out, to observe them every year and have them planned well in advance, and to add a social dimension to them by providing refreshments and child care. Examples are spring cleaning day, or batten down the hatches day prior to winter.

1.1.5 The Staff of the Co-operative

1.1.5.1 The Co-Ordinator – the Co-ordinator is the individual hired by the Board to carry out the management function of the Co-operative. In the maintenance area, these functions are understood to include:

- i. The supervision of the superintendent;
- ii. The hiring of casual labour and contractors;
- iii. The supervision of casual labour and contractors;
- iv. Authorizing the purchase of goods and services and approving invoices; and
- v. The establishment and maintenance of such records and files as are essential to good maintenance management.

The Co-ordinator reports to the Board of Directors concerning the performance of responsibilities in all of these areas. As noted below, the Co-ordinator may look to the Superintendent for expert advice in the hiring of casual and contract labour, and in quality control of maintenance work. The Co-ordinator may attend Maintenance Committee meetings from time to time to assist the committee in carrying out its responsibilities.

1.1.5.2 The Superintendent – The superintendent is responsible for carrying out a broad range of maintenance tasks according to his job description, including:

- i. The maintenance of grounds and building;
- ii. Minor repairs and routine maintenance;

- iii. Carrying out or supervising the cleaning painting or repairing the unit when it has been vacated;
- iv. Carrying out major repair work in areas where he or she has the necessary expertise;
- v. Supervising the work of external contractors, and casual labour in those areas where he or she has the necessary time and expertise;
- vi. Maintaining tool inventory; and
- vii. Carrying out delegated routine maintenance tasks.

The Superintendent reports to the Co-ordinator concerning the performance of responsibilities in all of these areas. The superintendent may be expected to provide the Co-ordinator with advice on the suitability of various individuals for casual labour or contract jobs, and on the quality of casual or contract work performed in all of those areas where he or she has the expertise. The superintendent is expected to attend meetings of the maintenance committee for the length of time needed to provide the committee with information and advice as it may need to carry out its responsibilities.

1.1.6 External Contractors – External contractors will be used to carry out maintenance tasks in two types of areas:

- i. Where the skill level and/or tools and equipment required dictate that hiring an external contractor is the only (or most cost effective) way of getting the job done; and
- ii. Where the superintendent would normally carry out a task, but is not available.

It is expected that the co-ordinator, with assistance from the superintendent, will maintain information on contractors who are competent and available and that the co-ordinator will follow the co-operatives spending policy regarding putting work out for tender according to which spending category it is in. The object is to hire the services of companies which are inexpensive as possible while providing good quality work.

1.1.7 Casual Labour

1. Many of the tasks which are part of the maintenance program require limited skill and/or a limited number of special tools. Accordingly the Co-operative can hire individuals to carry out these tasks and provide a necessary tool from the Co-operative stores. There are some jobs of this type which the superintendent would normally carry out, but which, because of current work demands, on the superintendent, require casual labourers. Casual labour will be supervised by the Co-ordinator.

2. The Co-ordinator is responsible for all casual labour hiring. The superintendent will normally provide the co-ordinator with the advice on the suitability of individuals

and on the quality of work done. The Board is responsible for setting the rates of pay for casual labour. The maintenance committee will develop recommendations on the rates of pay annually at the time the budget is set.

2.0 Operational Guidelines of the Committee

2.1 Source of Authority – Board of Directors

2.2 Composition – the committee will consist of resident/ members who have volunteered to sit on the committee and have been confirmed as members of the committee by the Board. As far as possible, the makeup of the committee will reflect the diverse membership of the Co-operative. The committee will aim to ensure that there is a good balance of new and experienced committee members on the committee at all times.

2.3 Term of Office – One year minimum; three consecutive years maximum.

2.4 Meetings

1. Quorum shall be 25% plus one.
2. Meetings shall be held one per month or more often, as required.
3. Meetings are open to any Co-operative member wishing to attend as an observer except for the portions of the meeting dealing with confidential matters, which shall be closed.

2.5 Agenda

2.13.1 Co-operative members wishing to have an item placed on the agenda shall inform the chairperson at least one week prior to the meeting.

2.13.2 An agenda shall be prepared by the chairperson in consultation with the secretary prior to each meeting.

2.13.3 The agenda shall be distributed to all committee members prior to each meeting.

2.13.4 A copy of the agenda shall be posted on the Co-operatives notice board prior to each meeting.

2.6 Minutes

2.13.1 Minutes are to be recorded at all committee meetings.

2.13.2 Minutes are to be distributed to committee members and to the co-ordinator as soon as possible after the meeting.

2.13.3 One copy of the minutes is to be placed on the maintenance committee administration file, which is to be kept in the co-operative office.

2.13.4 All confidential matters considered by the committee shall be recorded in a separate “in camera”

section of the minutes.

2.7 Recording

2.13.1 Recommendations to the Board shall be presented in a written form which states the recommendation and provides background concerning the proposal.

2.13.2 A written update on committee activities shall be made monthly to the Board of Directors and to each regular meeting of the members.

2.13.3 Subcommittees (Emergency, Landscaping, Security and Routine Maintenance) shall submit a written report monthly to the maintenance committee.

2.8 Responsibilities of each and all Committee Members

2.13.1 To attend all meetings of the committee unless prevented by doing so by ill health, or by work, or family commitments. Where a member is unable to attend a committee meeting, the chairperson should be informed as far as possible in advance of the meeting.

2.13.2 To sit on the committee for at least one year and to give two months notice if planning to leave the committee.

2.13.3 To prepare for meetings by reading background information which has been distributed and completing and assignments that have been taken on.

2.13.4 To take on an equal share of tasks and carry out any specific duties assigned by the committee.

2.13.5 To contribute constructively to decision making.

2.13.6 To be familiar with and to follow policies and procedures adopted by the Board and members.

2.13.7 To respect the confidentiality of matters considered by the committee or matters to which the committee has access.

2.13.8 To make decisions which are in the best interest of the co-operative.

2.9 Failure of Committee members to fulfill Responsibilities

2.13.1 If there is a problem with a member not meeting the responsibilities of membership on the committee, the chairperson, or another duly designated representative of the committee, will discuss any such problem with the member and attempt to resolve it.

2.13.2 If a resolution of the problem cannot be arrived at, the member will be asked to discuss the matter at a committee meeting. If a solution cannot be found, the committee may take a vote by ballot as to whether the member should be asked to resign, or if necessary, be removed from the committee.

2.13.3 The Chairperson shall report the recommendations of the committee at the next Board meeting. The committee member in question shall be entitled to make

representation directly to the Board at that meeting.

2.10 Filling Vacancies

2.13.1 When a vacancy is expected on the committee, the Chairperson and one other committee member designated by the committee will review the list of the Co-op members who have volunteered to serve on the committee. They will select a replacement based on the needs of the committee and the aim of ensuring balanced representation. If a list of volunteers does not exist, the committee will solicit volunteers from the membership.

2.13.2 Vacancies must be filled within one month of the vacancy occurring.

2.13.3 If a quorum can no longer be achieved, the Board shall appoint members to the committee. The committee shall advise the Board in writing, of all members retiring from the committee and the names of new members to be appointed to the committee.

2.11 Handbooks and Training

2.13.1 Each committee member shall be provided with a committee handbook.

2.13.2 It is the responsibility of each committee member to keep the handbook up-to date and to return it to the secretary when leaving the committee.

2.13.3 New committee members shall be trained in the areas of committee responsibility by the Chairperson or other designated committee representative.

2.12 Specific Assignments (note: The assignment of responsibilities here assumes that the co-op employs staff)

2.12.1 Chairperson - The Committee will elect annually, from amongst its members, a Chairperson. The Chairperson's responsibilities shall include:

- i. Calling meetings, as necessary, and ensuring that all Committee members are notified of each meeting;
- ii. Preparing an agenda for each meeting (in consultation with the Secretary and, where necessary, with other committee members and the Co-ordinator);
- iii. Calling the meetings to order and chairing the meetings;
- iv. Ensuring that clear decisions are made on each item of business and that all Committee members have an opportunity to speak;
- v. Ensuring that new Committee members are integrated and provided with necessary information;
- vi. Maintaining an overview of Committee operations and ensuring that the Committee fulfils the responsibilities and acts within the limits of authority set out in its job description;

vii. Following up on Committee business between meetings to ensure assignments are carried out;

viii. Ensuring that at least once a year the Committee reviews its job description, policies, procedures, and Committee functioning's

2.12.2 Secretary – The Chairperson shall call for volunteers from the committee for the position of Secretary. The Secretary's responsibilities shall include:

- i. Taking minutes at each meeting;
- ii. Seeing that a copy of the minutes is placed in the Co-op file and that a copy is distributed to all Committee member and to the co-ordinator within two weeks of the meeting;
- iii. Assisting the Chairperson in preparation of the agenda;
- iv. Preparing and updating the Directory of Committee members; and
- v. Keeping track of Committee handbooks and ensuring that new Committee members are provided with an up-to-date Committee handbook.

2.12.3 Other Committee Assignments – The Chairperson shall call for volunteers from the committee to be responsible for coordinating committee activities in the following areas. It is understood that a single committee member may hold several of these assignments, if they can do it:

2.12.3.1 Fire Safety Co-ordinator – Responsibilities shall include:

- i. Making sure the maintenance library contains copies of the applicable Fire Codes including the Ontario Building Code;
- ii. Becoming familiar with these laws;
- iii. Participation in annual inspections of preventive maintenance inspections, with expertise in the fire safety and code compliance aspects of these inspections;
- iv. Advising the committee and the Board on the compliance of the Building with all municipal and provincial fire code standards;
- v. Ensuring that appropriate fire safety and evacuation procedures are in place and that members are aware of these procedures.

2.12.3.2 Maintenance Education Co-ordinator – Responsibilities shall include:

- i. Preparing reports for members' meetings and reports and other articles for the Co-operative newsletter; and
- ii. Coordinating other members education activities

carried out by the committee to ensure that members are aware of maintenance policies and program their maintenance responsibilities and how to fulfill them.

2.12.3.3 Energy Conservation Co-ordinator – Responsibilities shall include:

- i. Coordinating annual inspections, reviewing inspection reports and reporting to committee with recommendations concerning follow-up action, in accordance with procedures established by the committee;
- ii. Coordinating move-in inspections in accordance with procedures established by the committee.

2.12.3.5 Improvements Co-ordinator – Responsibilities shall include:

- i. Coordinating committee review of requests from members to make improvements in their units and, when approval has been given ensuring that renovations have been carried out in accordance with approved plans and work is of a satisfactory standard.

2.12.3.6 Work Party Co-ordinator – Responsibilities shall include:

- i. Determining, in consultation with the committee, Board and staff, area where volunteer work parties of members can usefully be organized to assist in the maintenance of the co-op;
- ii. Scheduling and organizing work parties from time to time.

2.12.3.7 Routine Maintenance Co-ordinator – Responsibilities shall include:

- i. Liaising with the co-ordinator and custodian concerning changes in the routine maintenance program that the committee feels are appropriate;
- ii. Coordinating volunteer participation in designated areas of the routine maintenance program (e.g. cleaning of the corridors).

2.12.3.8 Repairs Co-ordinator – Responsibilities shall include:

- i. Recruiting and training volunteers to assist with repairs and other routine non-maintenance tasks.

2.13 The Filing System – The Committee will set up the maintenance files in its own filing cabinet. The filing cabinet should have a minimum of three drawers and be legal size. The filing cabinet should be in the co-op office, and be accessible to the co-ordinator, superintendent and all maintenance committee members. The file folders and hangers should be a distinctive colour different from other co-op folders. The maintenance files shall consist of:

2.13.1 The Administrative Files – This file contains the

maintenance committee policies, minutes, budgets, financial reports, work orders, the work order register, job descriptions, schedules, all sorts of blank forms and contracts, etc. This file is arranged alphabetically. A detailed listing of the content of this file is outlined in appendix "A".

2.13.2 The Material File – This file contains information about all the systems and components that go together to make up the building. It is organized according to the Canadian Standards Specification Format, and uses both a key word Directory and alphabetically and numerical listings to help people find the item they are seeking. More detailed contents of this file are outlined in appendix "A".

2.13.3 The Unit Files – This file contains the history of each definable area of the building. To make this system work, each separate area of the building is number or labeled. Then a file is opened for every such area, for instance, units, storage rooms, lounges, lobbies, etc. Deficiency reports, inspection reports, work orders, contract copies, etc., are kept in these files.

2.13.4 The Maintenance Library – The library consists of book shelves near the maintenance cabinet. It contains "materials" files too bulky to fit in the drawer, and at least the following basic books: The Building Code (both national and provincial), The Fire Code, CMHC National Building Standards, The Electrical and Plumbing Codes, and a good book about building maintenance.

3.0 The Members Maintenance Responsibilities

3.1 The Purpose of this Policy – To set out the responsibilities of the members for the maintenance, repair, and improvement of the Co-operative property.

3.2 Some general responsibilities – Members are generally responsible for the upkeep and cleaning of their units including:

- i. Carrying out minor repairs;
- ii. Reporting maintenance problems to the Co-operative promptly;
- iii. Re-decorating;
- iv. Where applicable, grounds keeping and general maintenance are on private yards.

Members will be responsible for any costs resulting from repair or replacement of Co-operative property which is necessitated by:

- i. The removal by the member of property or equipment owned by the Co-operative;
- ii. Undue wear and tear caused by the member;
- iii. Damages caused willfully or through the negligence by the member.

3.3 Some Specific Responsibilities

1. Members are responsible for the following:

- 1.1 Replacing light bulbs in the unit and in appliances (e.g. refrigerator and stove);
- 1.2 Replacing fuses in the stove;
- 1.3 Owning a plunger for unplugging toilets and sinks;
- 1.4 Owning a shovel or a broom for cleaning snow off balconies;
- 1.5 Notifying members in the units below before washing their balconies;
- 1.6 Keeping their unit in general good repair and clean (see "Annual Unit Inspection").

2. Members are encouraged to do their own unit repairs in so far as possible;

3. For unit repairs beyond the capacity of the member, a maintenance request form must be filled out and placed in the maintenance mailbox;

4. As a responsible member of the co-operative, each member should submit a maintenance memo for any repairs he/she notices in any common area of the co-operative (e.g. front lobby door, laundry room, washers and dryers, for co-operative use, etc.);

5. Members who require assistance in cleaning under stoves and refrigerators or glass in oven doors should submit a maintenance memo for the repair committee;

3.4 Reimbursement for Expenditures by Members – The Co-operative will reimburse a member for maintenance – related expenditures, which he/she has made, only if that member has received the prior approval of the co-operative for the expenditures. Receipts must be provided.

3.5 Tools and Equipment

1. Maintenance tools and supplies owned by the Co-operative may not be borrowed or used by members for their own use.

2. The maintenance committee will determine from time to time what Co-operative equipment, if any, may be loaned to members on an assigned basis.

3. Members will be responsible for loss or damage to any equipment borrowed from the Co-operative while in their custody, however caused.

3.6 Members Detailed Responsibilities: Within the Unit

3.6.1 Painting and Decorating

3.6.1.1 Frequency – Members will not be required to repaint their units unless repainting is necessary because of wear and tear.

3.6.1.2 Labour

- i. When members wish to repaint their units, they will be responsible for carrying out the work.
- ii. The Board of Directors at their sole discretion may deem that a suite is so damaged that routine painting and decorating is insufficient to bring the suite up to marketable standards. In such an event, the co-op will refurbish the suite partially or completely so as to render it marketable as quickly as possible. In such occurrences, the co-op would be responsible for the labour costs involved and would seek to recover the costs from the outgoing member.

Approved by the Board of Directors:
February 7, 2007

Approved by the General Membership:
March 12, 2007

3.6.1.3 Materials

- i. The Co-operative will supply paint to repaint units at least every five years, or, if necessary, when there is a change of occupancy. This allowance may be claimed in installments if the whole unit is not painted at one time. The maintenance committee will determine the amount of paint allowable for each size of unit.
- ii. Paint Allocation Guideline
 - a. A one bedroom unit receives 16 litres of paint.
 - b. A two bedroom unit receives 20 litres of paint.
 - c. A three bedroom unit receives 24 litres of paint.
- iii. White oil based paint is available to members who wish to paint their ceilings, if this is necessary.
- iv. Oil based paint is to be used only on the ceiling. Latex paint on all walls.
- v. The following areas are not to be painted:
 - Floor and wall tiles;
 - Baseboard and wall heaters (cuts down capacity);
 - Kitchen and bathroom cupboards;
 - Wood grain and closet doors;
 - Dark brown metal window trim and patio doors;
 - Fire alarms and heat detectors;
 - Light switch plates;
 - Electrical outlet plates;
 - Door knobs;
 - Light fixtures;
 - Thermostats;

- Appliances;
- Grilles and vents.

3.6.1.4 Colour

- i. The Co-operative will provide the paint from a selected range of types on colours. Members will not be reimbursed for the cost of paint which they have purchased themselves.
- ii. Members who are purchasing their own paint may paint in the colours of their choice. Such members however, are expected to use discretion when choosing a paint colour. If, when they leave their unit, their colour choice is unacceptable to the co-operative, or to the new resident, they must restore the unit colour to the original colour. If a dark or vivid colour is used, and the member does not restore the suite colour to the original colour, the cost of extra coats of paint required when re-painting will be deducted from the maintenance deposit when the member moves out.

- iii. Painting equipment and supplies (other than paint), e.g. brushes, rollers, thinners and drop cloths, must be supplied by the member at their own expense.

3.6.1.5 Quality of Work

- i. Only surfaces previously painted may be painted.
- ii. Members are expected to take due care when painting. Drop cloths or similar protective coverings must be used. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. masked before painting.

3.6.1.6 Wallpaper

- i. All wallpaper must be drying strippable and must be removed when the member vacates the unit unless the member moving in has requested, in writing, that the wallpaper be left in place.
- ii. The Co-operative will contribute to the cost of wall paper, but will supply "wall size" (a wall sealer) at no cost.

3.6.1.7 Other Finishes

- i. Other wall finishes such as cloth, tiles, mirrors, etc. may be used only if their application will not damage the wall surface. If any damage caused by their application must be corrected by the members at their own expense before the unit is vacated.
- ii. Textured spray and stucco or textured paint may not be applied to any wall or ceiling.

3.6.1.8 Hooks, Hangers and Nails

- i. Self sticking or glue mounted objects are not allowed. Nail hooks are to be used for light objects and wall plugs with screws for heavy objects.

ii. Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers etc.

3.6.2 Floors – Members are expected on a regular basis to clean and maintain vinyl asbestos tile and carpet floor coverings.

3.6.3 Appliances

i. Appliances and their accessories belonging to the co-operative may not be removed or moved from one unit to the other, or replaced without prior written permission from the co-operative.

ii. The Co-operative is responsible for maintaining co-operative owned appliances in working order and replacing them, as necessary, due to normal wear. In the case of abuse of the appliance by the member, the co-operative may require the member to contribute to the cost of maintenance.

iii. Members are required, on a regular basis to clean both the interior and the exterior of the refrigerators and stove, in accordance with the recommendation of the manufacturer. Damage to any appliance which is caused by the failure of the member to carry out these responsibilities or otherwise caused by the member neglect or abuse will be repaired by the co-operative and charged to the member.

iv. Members may install additional appliances with the exception of those listed below, without consulting the co-operative, provided no structural alterations are required to do so. If a structural alterations are required they must be approved in advance by the Maintenance committee in accordance with the procedure below. No portable washers and dryers will be allowed at all.

3.6.4 Windows and Screens

i. The member is responsible for cleaning bedroom windows and patio doors.

ii. The Co-operative is responsible for the replacement of all broken windows and torn screens. The member will be charged for the cost of such repair if the damage is judged to be the members fault.

3.6.5 Pest Control

i. In the event of a pest control problem in the building the co-operative will have the right to take such pest control measures as it considers necessary to deal with the problem. When determining what measures are to be taken the Co-operative will have regard for the health of the members.

ii. Exemptions to the general requirement that chemical pesticides be used in units will be allowed to members who obtain a letter from a doctor confirming an allergy or

susceptibility to these products. Members who are exempt from the use of chemical pesticides will be required to co-operate with the implementation of alternative method of pest control recommended by the co-operative. Such exemptions will only apply to the members unit and not to the common areas of the building.

iii. Members must co-operate in the preparation of their units for the extermination services. If members are incapable of preparing for extermination services, the co-operative will provide assistance.

3.6.6 Locks

i. Members may not add to or alter the locking system of their unit without the written permission of the co-operative.

ii. The Co-operative will maintain all locks on entrance doors to the building and individual units.

3.7 Concerning Annual Unit Inspections

3.7.1 Why? – As part of the prevention maintenance program, the Co-op may carry out an annual inspection of all units to identify present and possible future maintenance problems.

3.7.2 Requirement to allow Inspection – The member is responsible for co-operating with the maintenance committee to allow representatives in to make the annual inspection.

3.7.3 Giving of Notice – The co-op will be responsible for giving each household at least one week's notice in writing of the inspection. The exact date and time will be mutually agreed upon by the co-op and the member.

3.7.4 Results of the Inspection – Following the inspection, the member will be given a list of the repairs (if any) required and a date for follow up inspection will be set. If the member fails to carry out the necessary repairs, the co-op will arrange for the work to be completed and the member will be charged for the expenses incurred.

3.8 Members Responsibility Re: Interior Common Elements – Members must not permit anything to block fire exits, stairs and corridors, and or public thoroughfares.

3.9 Members Responsibility Re: Mechanical and Electrical System – Members are responsible for reporting any mechanical or electrical problem (e.g. leaking faucets) to the co-op as soon as detected.

3.10 Members Responsibility Re: Exterior Maintenance

3.10.1 Building – Members are responsible for periodically cleaning the interior an exterior of all windows accessible from the balconies

3.10.2 Grounds

i. Members are responsible for the reasonable

maintenance and orderly appearance of their private yards and walkways leading to their units. These areas must be maintained at least to the standards of the local community.

ii. Members must receive the prior, written approval of the maintenance committee to erect any structure (e.g. storage shed.) in their outdoor space. Such permission will probably not be given without some compelling reason.

3.10.3 Painting – The co-operative will maintain the finish of all exterior doors, window trim, and railings. Painting of the exterior of the building is not permitted. Painting of the balcony floors is not allowed (it is not recommended because repainting would have to take place every few years).

4.0 Responsibility of Member Wishing to Improve Unit

4.1 Purpose of this Policy – The purpose of this policy is to establish guidelines concerning what repairs and improvements members may undertake within their individual units and private outdoor space.

4.2 A General Discussion of Considerations.

4.2.1 Does the Co-operative Approve? – The Co-operative, will not encourage major unit alteration, it is sympathetic to renovations that will tend to enhance the “marketability” of the unit. Providing that the co-operative has confidence that the renovations will be completed within reasonable taste and quality. Some of the considerations are:

1. Will the renovations reduce the number of rooms in the unit? Renovations which will reduce the bedroom count of a unit may violate agreements with CMHC or affect the Co-operative status with the Ontario Ministry of Housing. Many such renovations will also reduce the efficiency of the unit and make it less desirable to families who are the target group of most co-operatives.

2. Will the renovations run-a-foul of the local and provincial building codes? Most of the item listed as examples of alterations requests require some type of permit. Other item such a stripping plaster from brick walls may violate building codes by reducing the fire rating of the mutual walls.

3. Will the renovations enhance the unit? “Marketability” of the units is an important consideration in reviewing plans for alteration. The maintenance committee will insist on the applicant submitting clear detailed plans for analysis by the committee.

4. Will the work be of acceptable quality and will it be completed within a reasonable period of time? The committee will assess whether the means, the method

of the applicant and the scheduling of the work are acceptable. The member must convince the committee that he/or she is capable of doing the work, and has the time and energy to do the work in cases of major alteration.

4.2.2 Quality of the Workmanship – There are a number of ways to provide some protection of the co-operative against incomplete or poor unit alteration by members.

1. The first way is to require that the member live in the co-operative for a given time before engaging in a major renovation. If a Co-operative has, for example, a years experience with a member it will help the co-operative to decide his or her trustworthiness.

2. A second way is to require that the member enter into a simple contract with the co-operative, compromising that the work will be completed and will be of a quality acceptable to the co-operative. This simple contract should name the remedies possible is the alterations do not measure up to the agreement. For example, the member could be required to return the unit to its original state, the unit would be repaired at the members cost, etc.

3. The third way is to require a security deposit. The security deposit could be held until the work is completed, and could be used in case of abandonment or poor workmanship by the member. This of course, would apply only to large operations. It could be considered to be prejudice against lower income members, however.

4. Inspection of plumbing, electrical modifications and structural modifications by a municipal inspector, or appropriate renovations expert, plumber, electrician, respected tradesman, etc. This may help to ensure that at least the work done by the member that is critical, has been done properly.

The degree of caution exercised by the maintenance committee will depend on each individual case – the complexity, size of the alteration and the skills and the reliability of the member. The committee must protect the co-operative while not acting like a landlord and strike a balance between arbitrary and being overly bureaucratic.

4.2.3 Who pays for Materials? One further issue associated with major alterations by the members is “who pays for materials?” It can be argued that since the co-operative will be ultimate beneficiary of any substantial improvements to the unit – then the co-operative should at least pay the material cost of those improvements. However, it is pretty obvious that it could cost the co-operative a great deal of money if members started to do a lot of renovate work on their units. Other members may resent spending money on “frivolous alterations”. It would be those members who had neither the time, the skill, nor perhaps the inclination to undertake such alterations that would be paying for the alterations of the others. Some factors that should be

considered when deciding whether the co-operative will contribute to the material cost of the members renovation project are:

- i. Is the work necessary or only cosmetic? If it is probable that the co-operative would eventually have to spend money on the unit for repairs that are part of the members proposal, the co-operative may be more inclined to pay for the materials or part of the materials. For instance: The kitchen cabinets in a unit are old and rotten and need to be replaced; but the member would prefer to make or buy quality cabinets rather than have the co-operative purchase economical cabinets, if the co-operative will supply the lumber costs. Then the Committee might consider an allowance for lumber and hardware up to an amount equal to the cost of the economical cabinets.
- ii. How much will it cost? The exact cost of material requested should be examined in light of the budget and available cash. Improvements to the unit by the member are in a sense, a manifestation of that members sense of ownership and pride in the unit which shouldn't be disregarded.

4.3 Approval Procedure

4.3.1 Approval is Required – Members must receive the prior written approval of the co-operative before undertaking alteration to their units or private outdoor space which:

- i. Involves structural changes (e.g. removing walls); require a building, electrical or other permit (e.g. plumbing or electrical alterations);
- ii. It is to be kept in place permanently (e.g. built in book case); Will affect the external appearance of the unit (e.g. erecting storage shed);
- iii. Involves changes in the equipment in the unit (e.g. replacement of stove);
- iv. Alters the division of space in the unit.

4.3.2 Application Procedure

- i. Proposals for unit improvements (accompanied where appropriate, by a drawing of the proposed improvements) must be submitted to the maintenance committee through the office on the form provided by the co-operative. If the member is uncertain as to whether a planned alteration requires the co-operatives approval or has any other questions the member shall contact the office in person or by calling (519) 948-4125.
- ii. In most cases a representative of the committee will visit the members unit prior to making recommendation to the committee concerning the request.
- iii. A representative of the committee will inform the member of the committee's decision and of any conditions

attached to the approval. A committee representative will inspect the work upon completion.

- iv. The maintenance committee is authorized, in accordance with the terms of this policy, to approve or reject requests and to attach such conditions to approved requests as it considers appropriate. Members may appeal to the Board of Directors if their request is turned down.
- v. The maintenance committee uses the guidelines described above when reviewing requests. These guidelines are designed to ensure that any alterations undertaken is safe, meets all applicable codes and regulations, does not adversely affect the future marketability of the unit, will be of acceptable quality and, generally is in the interest of the co-op.
- vi. If the maintenance committee finds it necessary to employ the services of a consultant in order to determine whether an improvement request should be approved, the members submitting the request will be responsible for the cost involved. (The member will be advised of the cost, and be asked whether the consultant should be employed).
- vii. The Maintenance committee may, from time to time set standards of design, materials and quality of work for improvements which members carrying out such improvements must meet.

4.3.3 Deposit – The maintenance committee may require a member to pay a deposit to the co-op prior to undertaking an improvement. The deposit may be held pending and returned following satisfactory completion of the work, or, in the case of a temporary but major operation, it may be held by the Co-op until the unit has been restored to original condition.

4.3.4 Permits

- i. It is both the maintenance committee and the member's responsibility to determine whether a permit is necessary.
- ii. Members are responsible for obtaining and paying for the cost of any permits required by the local municipality.

(Note: Permits are required for most substantial alterations, including the following examples: Installation of partitions; plumbing alterations; mechanical alterations; electrical alterations.)

- iii. If requests for alterations that required permits are approved, the maintenance committee will provide members with a copy of the original floor plans or other necessary records and assist them in preparing the documentation required for the permits.
- iv. The member must provide the Maintenance committee with a photocopy of any permit received (by leaving it at the office).

v. The member must advise the co-op when work is complete and final inspection of the alteration will be carried out. If the work is not considered satisfactory the member will be required to upgrade it or if this is not possible return the unit to its original condition.

4.3.5 Compensation – Members will not be compensated for the cost of improvements to their units unless the improvements are undertaken by the initiative of the co-op.

4.3.6 Storage of Co-op Fixtures

i. Fixtures in place are the property of the Co-op.

ii. Members may on a temporary basis, replace co-op-owned fixtures with their own but are responsible for storing the original fixtures within their unit and replacing them in good condition before they move out.

4.3.7 Improvements improperly undertaken – If a member undertakes any alteration listed above without the prior written approval of the maintenance committee, or if, at any time of final inspection, the work is judged to be unsatisfactory the member may be required to return the unit to its previous condition at his own expense.

5.0 Members Maintenance Responsibility on Move Out

5.1 Basis of this Policy – This policy is based upon the provision in the Co-op occupancy agreement which states that if the unit is found to be in unsatisfactory condition after a member has moved out, the Co-op will arrange to have the necessary work completed and the cost involved will be deducted from the members Maintenance Guarantee.

5.2 Procedure

1. Upon a member giving sixty (60) days notice of move out, an inspection of that member's unit will be carried out by the Co-op within fifteen (15) days period.
2. On completion of the inspection the co-op will provide the member with a list of repairs, required (if any) to bring the unit up to a condition which, in the Co-op's opinion is reasonable.
3. The member has thirty (30) days in which to complete the repairs at which time a second inspection will be carried out by the Co-op.
4. Money on deposit will not be refunded until after the co-op has received vacant possession of the unit.
5. The deposit may be applied against the cost of repairs or heavy cleaning if required.

6. On move-in, a unit inspection will be carried out by the Co-op in the presence of the new member. A report on the condition of the unit will be signed by both the new member and the Co-op.

7. The Co-operative will review all charges levied against the Maintenance deposit, and supply an itemized list of deductions to the member when it returns the remaining deposit money. If the cost of the damage to the unit exceeds the amount on deposit, the issue shall be reported to the Board of Directors for further action, if any.

8. The member may appeal the decision to levy charges against the maintenance deposit to the Board of Directors as long as notice of the appeal is delivered to the co-op within forty-eight (48) hours of return of the remaining maintenance deposit money to the member.

5.3 Check List Format – To help ensure that a unit is left in good condition and ready for occupancy by new members, the Maintenance Committee has prepared a check list of tasks that should be taken care of before any member moves out.

5.4 General Move-Out Responsibilities

1. Carry out any repairs identified as being necessary during the move-out inspection of the unit.
2. Remove any temporary alterations made to the unit (e.g. book shelves attached to the wall).
3. Ensure that all fixtures, hardware, shelving and other fittings originally in place are present and are in good condition. Repair or replace as necessary.
4. Replace any member owned fixtures which have been installed with the original fixture or fixtures of equivalent quality (as agreed with the co-op).
5. If you have painted an area a dark colour that will require an additional coat of paint to cover, repaint the area in a neutral colour.

5.5 Move out responsibilities related to unit interiors

5.5.1 Walls and Ceiling

1. Walls should be left clean and free of grease marks and scratches;
2. Wallpaper, decorative tile, mirrors, cork board or other finishes which have been applied by the member must be removed and the wall surfaces restored;
3. Nails and picture and ceiling hooks should be removed and the holes filled.

5.5.2 Woodwork

1. All woodwork including base boards, must be left clean and free of marks;
2. Ensure unpainted woodwork is free of paint splashes.

5.5.3 Doors

5.5.8.1 Interior Doors

1. Should be left clean, free of marks, decals etc. and in good condition;
2. Any doors which have been removed must be re-hung.

5.5.8.2 Exterior Doors

1. Each door and frame should be left clean and free of marks, decals, etc. and in good condition;
2. Screen/patio door – Screen and window should be in good condition; Screen and window to be intact.

5.5.4 Window and Screens

1. Clean window sills, window tracks and frames;
2. Window screen should be present and in good condition;
3. Window and screen should be closed and locked.

5.5.5 Floors

1. Vacuum all bare and carpeted floors;
2. Carpeted areas should be professionally cleaned;
3. Wash and wax all sheet flooring;
4. Hardware should be cleaned with appropriate agent;
5. Damage judged by the Co-operative to be in excess of normal “wear and tear” may result in flooring or carpeting being replaced and the member charged.

5.5.6 Electrical Fixtures

1. All light fixtures must be present, clean and in good condition;
2. Switch plates and outlet covers should be free of marks, paint splatters, cracks, or chips;
3. Painted or damaged covers must be replaced by the member;
4. Intercom and cable outlet should be clean and free of paint splatters;
5. Exhaust fans should be vacuumed and wiped clean filter is present should be replaced;
6. Smoke detectors (PAC/Heat Detectors) should be clean and free of paint and functional;

7. Thermostat, heat ducts, rads, etc. should be clean free of paint and functional.

5.5.7 Bathroom

1. Clean basin, tub/shower, toilet, toilet tank;
2. Decals must be removed;
3. Clean medicine cabinet and vanity;
4. Towel bars, shower rods, soap dishes, etc., should be clean and in good condition;
5. Chrome fixtures, tile and caulking should be clean and in good condition;
6. Walls and floors should be washed and floor waxed;
7. Ensure that taps are not dripping.

5.5.8 Kitchen

5.5.8.1 Stove

1. Clean inside and out using appropriate agents;
2. Oven and burner controls, oven racks, broiler pan, drip pans, and burner rings should be clean free of grease and intact;
3. Ensure exhaust fan and hood are clean and free of grease.

5.5.8.2 Fridge

1. Defrost and clean inside and out;
2. Ice cube trays, racks, crisper, etc., should be clean and intact leave at medium cold setting with door(s) closed securely;
3. Floor under and walls behind appliances should be cleaned;
4. Cupboards and counter sink area and chrome fixture should be left clean and in good condition;
5. Ensure that taps are not dripping;
6. Wash and wax floor.

5.5.8.3 Dishwasher

1. If dishwasher is taken out the member is responsible for capping the drain and water supply lines to the dishwasher location, and also for properly re-installing the lower cabinet at that location.

5.5.8.4 Storage Locker

1. Remove all items from storage;
2. Clean all spills and stains.

5.6 Move out Responsibilities Related to Unit Exterior

5.6.1 Lawn and Fence (Ground-Floor Units)

1. Fences must be left in good condition.

5.6.2 Balcony (All Other Units)

1. Ensure balcony is free of debris and swept clean;
2. Exterior light fixtures, electrical receptacles to be present and in good working order;
3. Railing to be tight and free of blemishes.

6.0 The Co-operative Maintenance Responsibilities

6.1 The Purpose of this Policy – to set out responsibilities of the Co-op for the maintenance repair and improvement of Co-op property.

6.2 General – The Co-op is generally responsible for the routine maintenance repair and improvement of the building's interior, exterior, and grounds in order to:

- i. Ensure that buildings are structurally sound, safe and secure;
- ii. Provide property-related services and facilities to meet the needs of members;
- iii. Keep mechanical systems and appliances in good working order;
- iv. Maintain and enhance the attractive appearance of the property.

6.3 Co-op's Responsibility Within the Unit

6.3.1 Painting and Decorating

6.3.1.1 Required Frequency – The Co-op will not require members to re-paint their units unless re-painting is necessary because of wear and tear.

6.3.1.2 Labour – The Co-op will not be responsible for the cost of labour.

6.3.1.3 Materials

- i. The Co-op will supply paint to re-paint units at least every three years or when there is a change of occupancy. This allowance may be claimed installments if the whole unit is not painted at one time. The Maintenance Committee will determine the amount of paint allowable for each size unit.
- ii. The co-op will provide the paint from a selected range of types and colours.
- iii. The co-op will not be responsible for the cost of painting equipment and supplies (other than paint), e.g. brushes, rollers, thinner and drop cloths.

6.3.1.4 Wallpaper – The Co-operative will not contribute to the cost of wallpaper or other finishes. The Co-operative

will supply, free of charge, "wall sizing (A liquid wall sealer) to members who wish to apply wallpaper, in order to protect the wall surfaces of the Co-operative against damage.

6.3.2 Appliances

- i. The Co-operative is responsible for maintaining Co-operative-owned appliances in working order and replacing them, as necessary.
- ii. Appliances and their accessories belonging to the co-op may not be removed from one unit to another, or replaced without prior written permission from the co-op.
- iii. Damage to any appliance which is caused by the failure of a member to carry out his responsibilities or otherwise caused by the member's neglect or abuse will be repaired by the co-op but at the member's expense.

6.3.3 Windows and Screens – The Co-operative is responsible for the replacement of all broken windows and torn screens. The member will be charged for the cost of such repair if the damage is judged to be the member's fault.

6.3.4 Pest Control

- i. The Co-operative is responsible for pest control measures throughout the building.
- ii. In the event of a pest control problem in the building the co-op will have the right to take such pest control measures as it considers necessary to deal with the problem. When determining what measures to take the co-op will have regard for the health of members (See "Exemptions..." under Member's Responsibilities, Section 3.6.5)
- iii. If members are incapable of preparing for extermination services, the Co-op will provide assistance.

6.3.5 Locks – The co-op will maintain all locks on entrance doors to the building and individual units.

6.4 Concerning Annual Unit Inspections

- i. As part of the preventative maintenance program, the Co-op will carry out an annual inspection of all units to identify present and possible future maintenance problems.
- ii. The Co-op will be responsible for giving each household at least one week's advance notice in writing of the inspection. The exact date and time will be mutually agreed upon by the Co-op and the member.
- iii. Following inspection, the member will be given

a list of the repairs (if any) required and a date for a follow-up inspection will be set. If the member fails to carry out the necessary repairs, the co-op will arrange for the work to be completed and the member will be charged for the expenses incurred.

6.5 Co-op Responsibility Re: Interior Common Elements

6.5.1 General

- i. The Co-op is responsible for the routine maintenance, repair and periodic redecorating of all interior common areas (including lobby, corridors, offices, laundry room, maintenance workshop, etc.)
- ii. The co-op will carry out an annual maintaining inspection of all interior common elements.
- iii. The co-op is responsible for maintaining and servicing all common mechanical system and equipment (e.g. elevator, laundry room, appliances, etc.).
- iv. The co-op is responsible for re-lamping lights in the common areas.
- v. The co-op is responsible for regular testing of all safety systems.

6.5.2 Mechanical and Electrical Systems – The co-op is responsible for the routine maintenance and repair of mechanical and electrical systems to ensure their effective functioning.

6.6 Co-op Responsibility Re: Exterior Maintenance

6.6.1 Buildings

- i. The co-op is responsible for the routine maintenance repair and improvement of the exterior of the building (e.g. roofing, masonry, windows, light fixtures. Etc.).
- ii. The co-op will carry out an annual maintenance inspection of the exterior and common areas of the buildings.
- iii. The co-op is responsible for all exterior painting.
- iv. The co-op is responsible for periodically cleaning the exterior of all inaccessible windows in the apartment building and the interior of common area windows. Members are expected to co-operate when cleaning is scheduled (e.g. by removing screens).

6.6.2 Grounds

6.6.2.1 The Landscape Committee – Through the Landscaping Committee, the Co-operative is responsible for the following common-area grounds maintenance:

- 1. Routine maintenance of lawns and trees;
- 2. Routine maintenance and improvement of driveways, steps and walkways, including repair and

resurfacing of pavement, cleaning and sweeping;

3. Removal of litter from lawn, walkways, driveways and play areas; maintenance of exterior drains;

4. Routine maintenance, repair and replacement of exterior common area lighting, including periodic re-lamping;

5. Regular removal of snow and ice and sanding of common walkways and steps and driveways;

6. Painting and staining of fences and gates (to be done solely by the Co-op to maintain uniform appearance);

7. Repair of damaged fences. (The cost of repair will be charged to the member if the damage was caused by neglect or abuse).

7.0 Storage Policy

7.1 Responsibility

1. The co-op will assume no responsibility for items stored.
2. Storage rights will automatically cease upon the move-out of the member.
3. No object (e.g. Bicycle) may be stored or left in any stairwell, as it is an obstruction to fire safety escape routes.
4. No stored object may block a sprinkler head from functioning correctly.

8.0 Emergency Procedures

8.1 Emergency Telephone Numbers

8.1.1 Danger to life or safety

Fire, Violence, Accident / Medical Emergency ** Call 911 **

8.1.2 Maintenance Emergencies

8.1.2.1 Hydro Failure: Call Windsor Hydro Emergency Service:

8.1.2.2 Water Supply: Call Windsor Utilities:

8.1.2.3 Gas Leak: Call Union Gas:

8.1.2.4 Plumbing: Mr. Rooter: 969-9333

8.1.2.5 Electrical: Mr. Electric: 739-6455

8.1.2.6 Fire Alarms: Simplex Grinnell: 966-1910

8.1.2.7 Elevators: ThyssenKrupp Elevator(24 Hrs): 1-800-233-5757

8.2 Fire Safety Escape Plan – In the even of FIRE occupants shall:

1. Leave the fire area
2. Telephone the Fire Department, dial 911 (never assume that this has been done)
3. Call security for instructions for the fire alarm (Use pull station at Exit)
4. Close all doors behind you.
5. Use exit stairwells to leave the building immediately, if so directed
6. Do not use elevators
7. Do not return until it is declared safe to do so by the fire official
8. If you cannot leave you suite because of fire, or dense smoke in the hall or in the stairwell, remain in your suite and:

9. Close the door

10. Unlock the door for possible entry of fire fighters

11. Seal all cracks where smoke can get in by using wet towels or sheets (roll of wide strung masking tape is useful)

12. Move to balcony or most protected room and open window for air

13. Crouch low on the floor if smoke enters the room to a height below doorknob and one foot approximately from floor

14. Dial 911 and tell fire department where you are then signal to fire fighters by waiving a sheet

15. Wait to be rescued do not panic or jump

16. Listen for instructions or information which may be given by security

8.3 Fires and the Fire Alarm System – the Co-operative is equipped with a sophisticated fire alarm system. The alarm is connected with pull stations at every exit on every level and with smoke detectors in the hallway and common areas. In addition the sprinkler system and water supply lines to the fire hose cabinets are connected with the alarm. The in suite smoke detectors are not connected with the alarm system.

If someone uses a fire hose or a sprinkler is activated by heat from the fire the water pressure (or air pressure in the dry garage system) drops and sets off the alarm.

If the alarm does sound notify security to find out if a call has been made to the fire department. Don't assume someone else has done so. If you yourself detect smoke or flames pull the alarm. If you are the person who pulls the alarm and are aware of people in the immediate vicinity try to get them out quickly and calmly. Do not however put yourself at serious risk doing this. It is better for you to be able to direct the fire fighters to where people are trapped then to become trapped yourself. Otherwise after having alerted the fire department and the building residents make yourself available to direct the fire fighters to the trouble area and to aid those needing assistance. Be available to give access and information. (Building blueprints will be given to the fire department. Do not shut off the fire alarm until the fire fighters have determined what has set off the alarm. The alarm is connected with the annunciator panel in the front lobby airlock. This panel has indicator lights showing the location of the pull station sprinkler or smoke detector which has been activated. It directs the fire fighters to the troubled area cancelling the alarm before the fire fighters arrive on the scene removes the time advantage for them.

The alarm shut off switch is located on the fire alarm control panel which is located in the main lobby. Directions

for its use are printed beside the button. If a pull station has been used to set off the alarm, the station must be shut off first. After this is done, the alarm can be cancelled. In general this job can be left to the fire department after they have determined whether there is in fact, a fire. However, they will need your help gaining access to the control panel.

During a fire alert it is essential that nobody other than fire fighters use the elevator. Security will open the office and obtain a key for the fire departments use.

Please make sure that you are aware of the unit number of residents using wheelchairs so that necessary assistance can be provided in case of a fire.

8.4 Emergency On Call Worker

8.4.1 Job Description

8.4.1.1 Purpose – The emergency on-call worker will ensure the security of the building after office hours, and will respond to any emergencies that arise during this time.

This is a volunteer function.

8.4.1.2 Duties

1. Lock and unlock co-op laundry room at 11:00pm and 8:00am
2. Conduct a security check of the building at lock-up time, including all exterior doors, the garage, the office, meeting rooms, and stairwells.
3. Escort unwanted persons from the building.
4. Assist members locked out of apartments or meeting rooms.
5. Respond to emergencies such as fire, loss of essential services (such as hydro, water, elevator), a major plumbing failure, flooding. Liaise with police and fire departments, if necessary.
6. Maintain a Log Book, recording all calls and action taken.

8.4.1.3 Hours of Work

Weekdays 5:00 p.m. to 8:00 a.m.

Weekends 5:00 p.m. Friday to 8:00 a.m. Monday.

8.4.1.4 Availability – The worker shall remain within 5 minutes walking distance of the co-operative.

Chapter 8 Emergency Procedures

8.4.2 Routine Procedures

8.4.2.1 Sign-In

- i. Sign in at Co-op Office: Between 4:30 p.m. and 5:00 p.m. each weekday and at 9:00 a.m. and 9:30 a.m. on Saturday and Sunday, sign in at the office.

- ii. This will involve: Recording sign out time in log; Returning paper to Co-op staff or next volunteer; Returning on-call keys.

8.4.3 Detailed On-Call Worker Responsibilities

8.4.3.1 Emergencies

- i. The On-Call Worker will respond to emergencies according to the type of problem involved (for example, electrical, plumbing, or elevator).

The On-Call Worker will act in accordance with the procedures outlined in the following sections, which are labeled by building system. A separate list of emergency telephone numbers is provided.

- ii. Note: Trades shall be called in on an emergency basis ONLY if the repair cannot safely be scheduled for the following day during business hours.

8.4.3.2 Lock-Outs

- i. Duplicate copies of keys are available in the Co-op office to give access to their units to members who have locked themselves out.

- ii. A lock-out charge of \$10.00 will be charged from 12:00 a.m. to 8:00 a.m.

8.4.3.3 Access to Co-op office, Rooms & Equipment – On-call Workers are to provide access to controlled access areas and equipment ONLY if they have been informed, in advance, by an authorized Co-op representative that access is to be allowed.

8.4.3.4 Check of Building Common Areas

- i. The on-call Worker should check the interior common areas in the building to ensure that no problems exist relating to unauthorized access, etc.
- ii. Beyond this, after 11:00 pm, the on-call worker may choose, periodically to walk through the building to check out possible problems.
- iii. In the course of any such check of the building, the On-Call Worker should check the fire routes adjacent to the building to ensure that no vehicles are parked in these areas.
- iv. If vehicles are parked, the On-Call Worker should try first to advise the owner that the vehicle must be moved, immediately. If the owner is unavailable or does not respond, call 258-6111 and report the parking problem and ask that the vehicle be tagged. Be sure to report all such calls in the Log.

8.4.3.5 Check of Service Rooms and Mechanical Equipment – On-Call Workers should, at least once in the course of the evening, and twice during each shift on the weekend, check the garbage compactor to ensure that it is functioning properly. Information concerning the garbage

compactor is provided on a separate sheet.

8.4.3.6 Use of Walkie-Talkies

- i. On the weekend, the On-Call Worker should take the walkie-talkie to his or her apartment. Leave the switch in the “on” position.
- ii. When the walkie-talkie display window indicates “battery”, note the recharging time in the Log Book; so the walkie-talkies can be re-charged for the next shift.

8.5 Electrical Problems

1. Electrical problems, in general, will be handled by either staff or contracted personnel.
2. This is especially true of the baseboard heating system, which is very high voltage, and therefore dangerous. No resident should attempt to repair or do work on the baseboard heater, or even remove the cover.
3. It may however, be necessary to shut down various parts of the electrical system.
4. In-Suite electricity can be shut off at the breaker panel. The breakers shut off selected circuits in an apartment either automatically, when a circuit is overloaded, or manually as required. If a breaker shuts off automatically, check the circuit (breakers are labeled) to find the cause of the overload. If the overload is not caused by too heavy use of appliances or other electrical equipment on one circuit and if the breaker trips again, there is likely a fault in the service which an electrician will have to correct.
5. An entire apartment can be shut down on an individual basis if needed. Main breakers are located on the third and fifth floors. Baseboard heaters can be shut off on the third and fifth floors, (main breakers).
6. When asking the co-op to make a service call to an electrician, make a judgment as to whether the problem is serious enough to warrant an emergency call. One circuit malfunctioning in an apartment may not be a real emergency unless there is a threat of injury to the occupant. The failure of a circuit in an important common area (e.g. Laundry room) is more important and should be attended to as quickly as possible.
7. The annunciator panel described under fire alarms also has various warning lights to indicate trouble in specific areas. Electrical failure in the controls, for instance, will cause a bulb to light and an alarm to sound on the annunciator. The alarm itself can be silenced by pressing the appropriate button on the control panel located in the lobby. The bulb will continue to shine until the problem is corrected. Also, the fire alarm will sound for one minute after being

shut off before silencing. The trouble lamps have orange covers rather than red as the fire lamps do. Please note in the on call Log any irregularities on the annunciator so that the Security Committee can act on them.

8.6 Plumbing Problems

1. Actual servicing of Plumbing problems should be done by qualified personnel. However, it may be necessary to shut off water lines which have broken to prevent further damage to the building. If a water break is detected, discover the source as best you can. A broken supply line and a broken or backed up drain need different types of action. If it is obvious that a drain pipe is broken, you should call the plumber. If a drain is backed up, make a judgment about the severity before calling.

2. If you are not sure whether it is a supply line or a drainage pipe which is broken, it is safest to assume the former and shut off the water supply in the area.

- 2.1 Each water-supplied fixture has its own shut off valve located either under the fixture itself or inside the wall with access through a small hatch in the wall. These valves are operated by turning a handle in some cases, or, in others, by turning the valve stem with a key. For example, if a toilet tank breaks, the water supply can be shut off by a valve located directly behind the toilet.

- 2.2 If the break appears to be in the walls, it will be necessary to shut off more major supply lines. Water enters the building below ground level in the mechanical room located in Parking Level. It is pumped to the roof area where it is heated and circulated throughout the building. From the boiler room, the water flows down to the hallway ceilings. There the water flows this line horizontally along the length of the hallways. Pipes feed off this line horizontally to the apartments at those floor levels and to those floor levels and to those floor levels above. From these 6th floor apartments, the lines (called “risers” at this point) run vertically down supplying apartments immediately below the top apartment down to ground levels.

- 2.3 Hot water lines re-join a corridor line at the level of 1st floor north and second floor south to permit re-circulation of water to the rooftop water heater. Cold water lines at this lowest point end at sink taps, toilets, and so on.

- 2.4 Shut-off valves for hot and cold supply lines are located on the 6th floor at the juncture of the corridor lines and the individual apartment feed lines. Shut-offs are also located at the bottom

for its use are printed beside the button. If a pull station has been used to set off the alarm, the station must be shut off first. After this is done, the alarm can be cancelled. In general this job can be left to the fire department after they have determined whether there is in fact, a fire. However, they will need your help gaining access to the control panel.

During a fire alert it is essential that nobody other than fire fighters use the elevator. Security will open the office and obtain a key for the fire departments use.

Please make sure that you are aware of the unit number of residents using wheelchairs so that necessary assistance can be provided in case of a fire.

8.4 Emergency On Call Worker

8.4.1 Job Description

8.4.1.1 Purpose – The emergency on-call worker will ensure the security of the building after office hours, and will respond to any emergencies that arise during this time.

This is a volunteer function.

8.4.1.2 Duties

1. Lock and unlock co-op laundry room at 11:00pm and 8:00am
2. Conduct a security check of the building at lock-up time, including all exterior doors, the garage, the office, meeting rooms, and stairwells.
3. Escort unwanted persons from the building.
4. Assist members locked out of apartments or meeting rooms.
5. Respond to emergencies such as fire, loss of essential services (such as hydro, water, elevator), a major plumbing failure, flooding. Liaise with police and fire departments, if necessary.
6. Maintain a Log Book, recording all calls and action taken.

8.4.1.3 Hours of Work

Weekdays 5:00 p.m. to 8:00 a.m.

Weekends 5:00 p.m. Friday to 8:00 a.m. Monday.

8.4.1.4 Availability – The worker shall remain within 5 minutes walking distance of the co-operative.

Chapter 8 Emergency Procedures

8.4.2 Routine Procedures

8.4.2.1 Sign-In

- i. Sign in at Co-op Office: Between 4:30 p.m. and 5:00 p.m. each weekday and at 9:00 a.m. and 9:30 a.m. on Saturday and Sunday, sign in at the office.

- ii. This will involve: Recording sign out time in log; Returning paper to Co-op staff or next volunteer; Returning on-call keys.

8.4.3 Detailed On-Call Worker Responsibilities

8.4.3.1 Emergencies

- i. The On-Call Worker will respond to emergencies according to the type of problem involved (for example, electrical, plumbing, or elevator).

The On-Call Worker will act in accordance with the procedures outlined in the following sections, which are labeled by building system. A separate list of emergency telephone numbers is provided.

- ii. Note: Trades shall be called in on an emergency basis ONLY if the repair cannot safely be scheduled for the following day during business hours.

8.4.3.2 Lock-Outs

- i. Duplicate copies of keys are available in the Co-op office to give access to their units to members who have locked themselves out.

- ii. A lock-out charge of \$10.00 will be charged from 12:00 a.m. to 8:00 a.m.

8.4.3.3 Access to Co-op office, Rooms & Equipment – On-call Workers are to provide access to controlled access areas and equipment ONLY if they have been informed, in advance, by an authorized Co-op representative that access is to be allowed.

8.4.3.4 Check of Building Common Areas

- i. The on-call Worker should check the interior common areas in the building to ensure that no problems exist relating to unauthorized access, etc.
- ii. Beyond this, after 11:00 pm, the on-call worker may choose, periodically to walk through the building to check out possible problems.
- iii. In the course of any such check of the building, the On-Call Worker should check the fire routes adjacent to the building to ensure that no vehicles are parked in these areas.
- iv. If vehicles are parked, the On-Call Worker should try first to advise the owner that the vehicle must be moved, immediately. If the owner is unavailable or does not respond, call 258-6111 and report the parking problem and ask that the vehicle be tagged. Be sure to report all such calls in the Log.

8.4.3.5 Check of Service Rooms and Mechanical Equipment – On-Call Workers should, at least once in the course of the evening, and twice during each shift on the weekend, check the garbage compactor to ensure that it is functioning properly. Information concerning the garbage

compactor is provided on a separate sheet.

8.4.3.6 Use of Walkie-Talkies

- i. On the weekend, the On-Call Worker should take the walkie-talkie to his or her apartment. Leave the switch in the "on" position.
- ii. When the walkie-talkie display window indicates "battery", note the recharging time in the Log Book; so the walkie-talkies can be re-charged for the next shift.

8.5 Electrical Problems

1. Electrical problems, in general, will be handled by either staff or contracted personnel.
2. This is especially true of the baseboard heating system, which is very high voltage, and therefore dangerous. No resident should attempt to repair or do work on the baseboard heater, or even remove the cover.
3. It may however, be necessary to shut down various parts of the electrical system.
4. In-Suite electricity can be shut off at the breaker panel. The breakers shut off selected circuits in an apartment either automatically, when a circuit is overloaded, or manually as required. If a breaker shuts off automatically, check the circuit (breakers are labeled) to find the cause of the overload. If the overload is not caused by too heavy use of appliances or other electrical equipment on one circuit and if the breaker trips again, there is likely a fault in the service which an electrician will have to correct.
5. An entire apartment can be shut down on an individual basis if needed. Main breakers are located on the third and fifth floors. Baseboard heaters can be shut off on the third and fifth floors, (main breakers).
6. When asking the co-op to make a service call to an electrician, make a judgment as to whether the problem is serious enough to warrant an emergency call. One circuit malfunctioning in an apartment may not be a real emergency unless there is a threat of injury to the occupant. The failure of a circuit in an important common area (e.g. Laundry room) is more important and should be attended to as quickly as possible.
7. The annunciator panel described under fire alarms also has various warning lights to indicate trouble in specific areas. Electrical failure in the controls, for instance, will cause a bulb to light and an alarm to sound on the annunciator. The alarm itself can be silenced by pressing the appropriate button on the control panel located in the lobby. The bulb will continue to shine until the problem is corrected. Also, the fire alarm will sound for one minute after being

shut off before silencing. The trouble lamps have orange covers rather than red as the fire lamps do. Please note in the on call Log any irregularities on the annunciator so that the Security Committee can act on them.

8.6 Plumbing Problems

1. Actual servicing of Plumbing problems should be done by qualified personnel. However, it may be necessary to shut off water lines which have broken to prevent further damage to the building. If a water break is detected, discover the source as best you can. A broken supply line and a broken or backed up drain need different types of action. If it is obvious that a drain pipe is broken, you should call the plumber. If a drain is backed up, make a judgment about the severity before calling.

2. If you are not sure whether it is a supply line or a drainage pipe which is broken, it is safest to assume the former and shut off the water supply in the area.

- 2.1 Each water-supplied fixture has its own shut off valve located either under the fixture itself or inside the wall with access through a small hatch in the wall. These valves are operated by turning a handle in some cases, or, in others, by turning the valve stem with a key. For example, if a toilet tank breaks, the water supply can be shut off by a valve located directly behind the toilet.

- 2.2 If the break appears to be in the walls, it will be necessary to shut off more major supply lines. Water enters the building below ground level in the mechanical room located in Parking Level. It is pumped to the roof area where it is heated and circulated throughout the building. From the boiler room, the water flows down to the hallway ceilings. There the water flows this line horizontally along the length of the hallways. Pipes feed off this line horizontally to the apartments at those floor levels and to those floor levels and to those floor levels above. From these 6th floor apartments, the lines (called "risers" at this point) run vertically down supplying apartments immediately below the top apartment down to ground levels.

- 2.3 Hot water lines re-join a corridor line at the level of 1st floor north and second floor south to permit re-circulation of water to the rooftop water heater. Cold water lines at this lowest point end at sink taps, toilets, and so on.

- 2.4 Shut-off valves for hot and cold supply lines are located on the 6th floor at the juncture of the corridor lines and the individual apartment feed lines. Shut-offs are also located at the bottom

end of the hot water risers. Access for shut-offs is through corridor ceiling tile.

2.5 So, to shut off water to a particular apartment, shut off the line on the 6th floor (access through ceiling tiles) which feeds that apartment and its neighbours above and below. If hot water is shut off, also shut off the valve on the ground floor (access through ceiling tiles), which leads into the recirculating line. Locating these lines and valves on the plans first makes this job easier. If in doubt, shut off the valves which you think serve the apartments and then shut off on either side of that valve (going horizontal along the corridor-ceiling pipes) to make sure.

3. This is likely to take care of most minor plumbing breakages. If a major breakage occurs or if a breakage occurs closer to the water entrance, shut off the Domestic Water Pumps located in the Mechanical Room. A grey switch box with a blade switch marked "on" and "off" is mounted over these pumps. Simply switch "off". No valves need to be shut. Having shut off the Domestic water Pumps, go to the room and shut off the gas water heater and circulation pump with the switch marked "Domestic Circ".

4. After you have completed a shut down of an entire unit or any more major shut down, call the plumber immediately.

5. Do not, under any circumstances, shut down the sprinkler system. It is essential for the building's safety that it be kept available for use. Leave that kind of shut-down to the plumber.

8.7 Elevator Problems

1. It is important, for safety reasons, that the elevators be working at all times. With routine maintenance being carried out, there are usually few problems. However, if an elevator stops functioning, it may be necessary to call in service people.

2. If an elevator is stopped at a floor with its door open, check first to see whether it is being operated by the service key switch located in the button panel inside the elevator. If it is not being operated by that switch, that is, if it is turned to "on" position, then the stoppage requires service. A jammed door, or a fault in the controls or a similar problem, may be the cause of the stoppage. When phoning the service company, describe, as best as you can, what seems to be wrong. Then make yourself available to the service people, if needed.

3. If an elevator stops between floors, check first whether there are people trapped inside. If so, call the service company immediately, making it clear that people are trapped. Talk to the people who are trapped, assuring them

that help is on the way. Make sure they know you are there and try to keep them calm. Under no circumstances try to release them yourself. This job requires trained personnel who know fully how the elevator operates.

General Overview of the Co-op Responsibilities of the Landscape Committee

The Co-op is responsible for the grounds around the building including the walkways, lawns, gardens, patios, fences and for ensuring the following tasks are completed:

1. Develop routine and preventative landscape plan, outlining the co-op responsibilities and member responsibilities.
2. Inspect the property annually, 5 months before the year end in time for draft budget preparation for the following year's budget.
3. Regular inspections of all landscape mechanical equipment.
4. To maintain shrubbery around garbage holding area.
5. Develop a major improvement policy for members wishing to add exterior improvements to their garden area.
6. With the assistance of member work parties, carry out special landscape maintenance tasks.
7. Collect contract information as required and report this information to the Board. Monitor contracts which are entered into by the Co-op, e.g. pruning of trees weed killing, fertilizing.
8. Prepare an annual budget and plan for long term expenditures.

If the members of a unit are physically unable to carry out their landscape member responsibilities, these will be completed by the Landscape Committee/Volunteers.

Approved by the Landscape Committee
January 9, 1986

Approved by the Board of Directors
February 11, 1986

Approved by the General Membership
March 2, 1986

Landscape Committee Job Description

Purpose – To ensure proper maintenance of the Co-op grounds and oversee the landscape program.

Duties and Responsibilities

1. Routine Landscape

- Develop a routine and preventative landscape plan; review and update periodically.
- Ensure that the plan is carried out.
- Review contractors' bids and make recommendations to the Board.

2. Major Improvements to Unit Exterior

- Review all plans submitted by members.
- Approve or reject in accordance with co-op policy.
- Inspect work to ensure compliance with approved plans and satisfactory quality of work.

3. Member Education

Inform and educate members about their landscape responsibilities by:

- Developing a landscape handbook.
- Presenting workshops on specific landscape topics.
- Articles in the co-op newsletter.

4. Budget

Review landscape spending and recommend both annual and longer-term landscape budgets.

5. Reports

Report to the Board and members when necessary or requested.

6. Policy Review

Recommend changes or additions to the landscape policies to the board and members when necessary.

7. Work Parties

Propose, organize and supervise "work parties" for special landscape projects.

8. Equipment

Oversee use of and maintain inventory of landscape equipment and supplies.

Approved by the Landscape Committee
February 10, 1986

Approved by the Board of Directors
February 11, 1986

Approved by the General Membership
March 2, 1986

Conduct at General Membership Meetings Policy

To provide for the orderly conduct of the business of the Co-operative during a General Membership Meeting the following rules are hereby established, approved and put into effect:

1. All members shall be given an opportunity to express their opinions on all matters on the agenda before a vote is taken on a motion.
2. After being recognized by the chairperson, no member shall interfere with the presentation of the recognized member or guest during a general membership meeting.
3. Should a member fail to heed the direction of the chairperson to come to order because of a breach of this motion the following procedure shall be enforced:
 - a. The member shall be called to order the second time.
 - b. The member shall then be warned by the chairperson that failure to come to order shall result in eviction from this meeting.
 - c. Should the member continue to defy the order, the chairperson shall adjourn the meeting temporarily and appoint a member to call the Windsor Police Services to have the non-compliant removed from the meeting.
 - d. Once the non-compliant member is removed, the chairperson shall reconvene the meeting.
4. The evicted member shall not be able to attend any further General Membership Meetings until they agreed in writing in a letter to the Board of Directors to comply with the terms of this motion at all future meetings.
5. A failure to comply with the terms of this motion by a member who has fulfilled the terms of paragraph 4 shall result in the member forfeiting his/her rights to attend any future meetings of the co-operative.

Approved by the Board of Directors
October 2003.

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Appendices

See the following pages for appendices.

SCHEDULE A – OCCUPANCY AGREEMENT

LIST EACH MEMBER IN THE MEMBER UNIT:

1. _____
2. _____
3. _____
4. _____

ADDRESS OF MEMBER UNIT Unit # _____
2575 Rose Ville Garden Drive
Windsor, ON N8T 3K1

DATE OF OCCUPANCY

TERMS OF MEMBERSHIP:

1. The Co-op grants you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-Law. The remaining Co-op By-Law, rules and policies also contain rights and obligations of members. You agree to obey all Co-op By-Laws, rules and Policies and decisions made by the Board of Directors and Co-op members.
3. Under the Co-operative Corporations Act and the Co-ops By-Laws, the Co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you don't agree with them.
4. If there is a conflict between the Co-op's By-Laws and this Agreement, the Co-op's By-Laws, including the appendices, have the priority.
5. If required, you may apply for Subsidy Assistance after two years occupancy.

Your application for Subsidy may be considered subject to CMHC Regulations and sufficient Subsidy Funds being available.

SIGNATURE OF MEMBERS:

1. _____ DATE _____
2. _____ DATE _____
3. _____ DATE _____
4. _____ DATE _____

APPENDIX "B" - MEMBER'S HOUSEHOLD

LIST EACH MEMBER IN THE MEMBER UNIT:

1. _____

2. _____

3. _____

4. _____

I/We agree to give prompt written notice of any change in my/our household size or the persons who make up my/our household. This includes any long term guests and sub-occupants.

SIGNATURE OF MEMBERS:

1. _____ DATE _____

2. _____ DATE _____

3. _____ DATE _____

4. _____ DATE _____

APPENDIX "C" - Terms of the Member's Housing Charge Subsidy

The co-op members decide on the housing charge as stated in the Occupancy By-Law. The co-op will reduce the member's housing charge by the amount of the subsidy that the member is entitled to. The amount is determined by the Subsidy Committee under the Housing Charge Subsidy By-Law.

1. Once a year the member must update the record of all persons in the member's household and their incomes. The member must give proof of current household income and the income for the previous year. The member must include the income of any casual or long-term guests.
2. The member must report the following changes to the co-op within seven days after they happen:
 - a. An income of more than \$100.00 per month in the member's adjusted household income.
 - b. An income in the member's shelter or housing cost allowance if the member receives Social Assistance, or
 - c. A change in the source of the member's income from Social Assistance to employment income.
3. The co-op will investigate the member's financial situation with it decides on the member's subsidy. The member must give the co-op any information it needs for this investigation. This includes the member's household income, size or any other relevant information. The member must make sure that all persons in the member's household also give all necessary information to the co-op.
4. The member agrees that the co-op can receive, through it employees or agents, credit information from any credit agency or other source. The member must have all persons in the member's household sign an authorization for a credit check.

The Board can end the member's right to subsidy if the member or anyone in the member's household does not give any information that the co-op asks for. The member's subsidy ends if the member or anyone in the member's household breaks any term of the Housing Charge Subsidy By-Law.

All personal information that the co-op receives during its investigation must be kept confidential.

Members in receipt of Social Assistance shall direct their case worker to forward the Shelter Component of their Assistance directly to the co-op.

The member must pay back all or part of the subsidy received if the member

- ◆ gives false information about household income
- ◆ fails to report an increase in household income, or
- ◆ receives a larger subsidy than the member is entitled to.

The member may be required to pay interest on the subsidy repaid to the co-op. The interest will be calculated from the date on which the member received the subsidy even after the member's occupancy or co-op membership ends.

By signing this Appendix, the member agrees that the Housing Charge Subsidy By-Laws, and the terms above, apply to the member.

SIGNATURE OF MEMBERS:

1. _____ DATE _____
2. _____ DATE _____
3. _____ DATE _____
4. _____ DATE _____

Letter of Participation Commitment

I/We _____

Unit # _____

Agree that I/We have failed to perform the necessary Participation hours during calendar year

and that subject to By-Law 10(b) Section 6, I/We am/are liable to have my/our Membership and Occupancy Rights terminated should this failure be repeated in the future.

I/We hereby agree to fulfill my/our obligations as a Member, to Venture Place Housing Co-operative and to perform the requirements of By-Law 10(b) in the coming years. I/We also agree that future failure to comply with By-Law 10(b) will be just cause for Venture Place Housing Co-operative to terminate my/our Membership and Occupancy Rights.

Dated

Member Signature(s)

Board Chairperson's Signature

Conflict of Interest Declaration

I agree that I will act honestly, in good faith, and in the best interests of the co-op. I must avoid conflicts of interest, both direct and indirect. I will always put the interests of the co-op before my personal interests. I promise to declare in writing any possible conflicts of interest that I have, or may have, in connection with any co-op contract, business or proposed business as soon as it occurs. I understand that the obligations and limitations regarding conflict of interest also apply to all persons in my household and to my relatives. The Board will deal with the conflict of interest using the procedures set out in the Conflict of Interest By-Law.

Name: _____

Signature: _____

Date: _____

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vhousingco-op@cogeco.net
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