

# Park Square

151 Bay Street, Ottawa

# Resident's Manual



Carleton Condominium Corporation No. 145

Revised November 2022



# RESIDENT'S MANUAL

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## PART I – RESIDENT’S MANUAL

### 1. INTRODUCTION

A condominium corporation is a non-profit corporation created under the *Condominium Act, 1998*. The Corporation and its Board of Directors have a duty to control, manage and administer the assets and common elements of the corporation on behalf of the Owners. Park Square is officially known in municipal and provincial records as **Carleton Condominium Corporation No. 145**.

The Residents’ Manual is organized in three parts:

**Part 1** contains information about Park Square's facilities and general guidelines and procedures on the operations of the condominium. Owners and Residents are, however, encouraged to consult the *Condominium Act, 1998*, the Declaration, the By-Laws and the Rules that govern our condominium. They have precedence and prevail over these guidelines.

**Part 2** comprises CCC 145 Rules as well as policy statements adopted by the Board.

**Part 3** is a set of Annexes which include various forms mentioned in the Manual and some Guidelines/Information Sheets on topics of interest to the community.

#### A. Code of Respect

CCC145 is first and foremost a community. On June 2, 2021, the Board of Directors adopted the following Code of Respect to guide our interactions with each other.

#### Code of Respect

CCC#145 is committed to providing and expecting a safe, friendly, welcoming and professional environment for all owners, residents, staff and contractors here at Park Square. We aspire to treat each other with kindness, dignity and respect at all times regardless of age, gender, sexual orientation, disability, skin colour, ethnicity, religion, national origin, economic situation, or language.

We expect to practice courtesy and good judgement in all communication forums including phone, letters, emails and items posted on the bulletin boards.

We expect all participants and speakers at meetings and events to help ensure a safe and positive experience for everyone both in conversation and in the chat rooms by treating each other with dignity and respect for their individuality and diversity.

We remind everyone of the corporation’s Policy on Workplace Harassment and the Policy on Diversity and Discrimination.

## B. Quick Guide to Park Square Life.

The official name of Park Square is Carleton Condominium Corporation No. 145 (CCC145). It is a non-profit corporation created under and governed by the Condominium Act, 1998. Its five-person elected Board of Directors has a duty to control, manage and administer the assets and common elements of the corporation on behalf of the owners. Information about Park Square is on [www.151baystreet.com](http://www.151baystreet.com) or in our Resident's Manual. This guide provides an overview of issues you should be aware of while living in our community. However, you should **familiarize yourself with the building Declaration and rules and policies** at the above sources. To access the website, write the Board Secretary at <[board@ccc145.ca](mailto:board@ccc145.ca)>

### Common Elements

Common elements include the entryway, lobby, mailroom, pool, elevators, hallways, workshop, and the infrastructure of the building. They also include the in-unit HVAC (heating, ventilation and air conditioning) devices, the exterior doors and windows and your balcony. None can be modified without the written permission of the Board. Balconies, assigned parking spaces, storage lockers and other structures in your condo are **exclusive-use common elements** but the same rules apply.

### Insurance

Park Square carries insurance to cover damage to common elements or to individual units damaged through no fault of the unit owner or tenant. However, it does not cover restoration to owner improvements, furniture or other personal possessions, damage caused by the resident or third-party liability for accidents within a unit. **You should have your own insurance to cover these events, including water damage coverage.**

### Security

**Security is everyone's business!** Our electronic entry system allows visitors to call using a 4-digit code assigned to your unit. After confirming identity, you can allow entry by pressing 9 on your phone. When you enter the building using your key fob, you should not allow anyone to enter behind you without determining they have a fob of their own, either by observation or politely asking. If they are visiting, please direct them to use the entry system.

### Bicycle Room

Bicycles can be stored in our secure bike room located on the first floor of the public garage, near our garage entrance. Bikes must be registered and tagged. Forms are available in the Bike Room or can be obtained from the Bicycle Committee at [bicycleroom@ccc145.ca](mailto:bicycleroom@ccc145.ca). Bicycles/motor bikes can be kept in your parking space but not on your balcony. Exceptions are made for personal mobility devices.

### Pets

Pets are allowed in Park Square but must not exceed 10.5 kg (25 pounds) nor be considered exotic. Common sense rules apply (quiet, non-aggressive, etc.) and pets must be registered with the Property Manager. Exemptions to the weight limit can be made for service animals but a doctor's certificate and application to the Board is required.

### Smoking

**No smoking of any kind** (tobacco, cannabis or vaping products) is allowed in units, on balconies, in common elements or on the corporation's grounds.



## HVAC System and Water detectors

The HVAC system provides heat during the winter months and cooling during the summer months. The switchover occurs, generally in October and May. The units are inspected twice a year and filters are changed, drains cleaned and any repairs made at that time. During the cooling months, water condensation may exceed the capacity of the drainage system or the drains may become blocked. Water detectors were installed in the units in 2022. **If the detectors sound, residents can attempt to remove the water but, in any case, should contact the Resident Building Superintendent during regular business hours. On weekends, call the emergency number.**

## Communication

You can expect regular communication from the Board, by mail where legally required or by email for other business. Contact the Property Manager to be added to the email list. Urgent notices including access requests will be placed under doors. There are also Notice boards in the mail room, and elevators, a telephone directory of those willing to be included and a quarterly newsletter.

## Elevators

Elevators must be booked with the Building Superintendent for move-ins and move-outs or substantial deliveries (large furniture or appliances, construction materials). A fee may apply.

## Committees

Park Square has committees to assist the Board, including the Environment (PSEC), Gardening, Social, Communications and Community Working Group. All owners and residents are welcome to volunteer.

## Renovations

Renovations to units must occur between 8am and 5pm Monday to Friday and 9-4 on Saturday. Owners must follow the rules set out in the Renovation/Restoration Guidelines. **Contact the Property Manager before beginning any renovation.**

## Questions?

Contact the Board, the Property Manager or the Building Superintendent. Contact information is attached.

## Key Contacts

Board		<a href="mailto:board@ccc145.ca">board@ccc145.ca</a>
Josee Deslongchamps	Property Manager	<a href="mailto:JDeslongchamps@condogroup.ca">JDeslongchamps@condogroup.ca</a>
Andy Reaume	Building Superintendent	<a href="mailto:andyreaume@ncf.ca">andyreaume@ncf.ca</a>
	(during business hours M-F)	(613) 231-2622

**Emergency Number (outside business hours) (613) 762-5704**

Contact information may change from time to time – for latest contact information consult our web-site at [www.151baystreet.com](http://www.151baystreet.com)

## 2. GOVERNANCE OF THE CONDOMINIUM

### A. General Information

In Ontario, all condominiums are subject to the Condominium Act, 1998. After a public review significant revisions were made to the Act in 2015. However, many of these revisions have not yet come into effect.

Park Square is governed by a Declaration which establishes the conditions under which the corporation operates. In addition, there are By-Laws on specific matters relating to corporate administration.

Owners and residents should become familiar with the contents of the Declaration and By-Laws. Printed copies of these documents can be requested in writing from the Property Manager on payment of a nominal fee. Soft copies (.pdf file) may also be requested at no charge. They can also be accessed on our website.

By statute, the Board of Directors are empowered to create Rules. The Board also issues Policy Statements to formalize and document procedures and practices which help ensure equitable and consistent responses to questions and/or situations.

#### **Communication from Unit Owners that should be addressed to the Board:**

- 1.To request information or clarification of Condo Rules and Board policies;
- 2.To suggest changes to rules and policy directives;
- 3.To request information on Budgets, Finances, Reserve Fund Studies and other financial matters;
- 4.To seek a Board decision on a matter affecting an individual unit;
- 5.To comment on Board decisions as stated in the Minutes of Board meetings issued by the Board.

Submissions will then be included in the agenda of a Board meeting for consideration by the whole Board.

### B. Board of Directors

Park Square is governed by a Board of Directors (the Board) that consists of five members.

Members are elected at an Annual General Meeting (AGM). The Board generally meets monthly or more often as may be required. The Board may conduct informal, open meetings for Owners during the year to address specific issues and reply to questions and concerns.

In accordance with the Corporation's By-laws, Committees are organized to provide advice for the Board's consideration. The ultimate responsibility for final decisions remains with the Board. Owners and residents are encouraged to volunteer for these Committees.

### **C. Annual General Meeting**

The main purpose of the Annual General Meeting (AGM) is to approve the annual Financial Statements prepared by the auditing firm, appoint the Auditor for the following term, elect a Director or Directors when a vacancy arises and consider Owners' concern on the management of the Corporation. A minimum quorum is required by the Condominium Act, 1998 to ensure that the AGM can be conducted. Therefore, it is important for Owners to attend the AGM or to ensure they sign proxies so their presence and votes on the agenda items will be registered.

The Condominium Act, 1998 specifies that the AGM cannot vote on items that are not in the AGM agenda as this would not allow people who have already given proxies to be involved with decisions for other issues.

The AGM is a forum for fulfilling a major statutory requirement of the Corporation. As such it is not intended to address individual administrative complaints. Such concerns should be directed to the Property Manager during regular working days.

### **D. Finances**

The Corporation's fiscal year is from July 1 to June 30 of the following year. Approximately three (3) months prior to the end of the fiscal period, the Property Manager and the Board of Directors begin to develop an annual budget. Following Board approval, copies of the Budget are mailed to Owners. Owners receive a copy of the audited Financial Statements before the AGM.

Condominium fees are paid either by depositing with the Corporation a series of twelve (12) post-dated cheques (all cheques are dated for the 1st day of the month) or by direct payment from the Owner's bank account through pre-authorized deductions. A Pre-authorized Deduction Request (Annex A) is used for this purpose.

The Board may, at its discretion, cover deficits by way of a special budget and/or special assessment. Owners must pay to the Corporation any additional amounts levied by the Board in this respect.

### 3. Property Management

#### A. The Property Manager

CCC 145 currently retains the professional property management services of CMG Condominium Management Group. Their function is to administer and oversee the day-to-day activities of the Corporation, under the general direction of the Board of Directors. They assist the Board in fulfilling its responsibilities to ensure that optimum value for money is obtained in the use of Owners' funds.

In addition to physical site management, CMG Condominium Management Group maintains CCC145's bank accounts, provides supervision and payroll services for employees of the Corporation, issues cheques to suppliers and contractors, keeps proper accounts of financial transactions, invests Reserve Funds after consultation with the Board of Directors, and renders monthly financial statements of assets and liabilities as well as income and expenditures.

The Property Manager can be contacted by email at: [JDeslongchamps@condogroup.ca](mailto:JDeslongchamps@condogroup.ca)

#### **Unit Owners should write the Property Manager on the following issues, questions and concerns:**

1. Monthly fees, special assessments and other condo fees;
2. Reports, corporate records, including request for Status Certificates;
3. The condominium's insurance policy
4. Information, clarification and implementation of by-laws, rules policies and guidelines.
5. In-unit damage and request for service and/or repairs
6. Problems related to the use of common elements (e.g. swimming pool, workshop, bicycle room and hallways)

#### B. The Resident Building Manager

The Resident Building Manager, as the designation implies, lives in the building. As such, he may be readily available to assist in building emergencies.

His duties include routine operation and maintenance of the building and its infrastructure. He conducts in-unit inspections and supervises HVAC maintenance and filter changes twice a year. He also assists the Property Manager in dealing with administrative matters such as arranging for a service elevator or reporting parking problems.

His regular business hours are Monday to Friday from 8:00 a.m. to 4:00 p.m., and he can be contacted when he is in the 4th floor Office or by phoning the office number: **613-231-2622**. If he is unable to answer the phone, please leave a message and he or the Assistant Building Manager will return your call.

Contact the Building Manager to report any of the following:

1. Request for routine repairs (e.g. clogged sinks, battery replacement supplied by owner or resident for smoke or water alarm). A service request form is available in the mail room.
2. Loss or theft of fobs/garage remote control;
3. Incidents of thefts/break-in;
4. Accidents or injury on common elements; including vehicle accidents;
5. Problems relating to common elements; e.g. elevators, doors, garbage chutes, parking garage);
6. Beeping smoke or water alarms residents should replace weak battery and/or inspect HVAC water alarm;
7. Making a reservation for the use of a service elevator during a household move or to receive deliveries of large household appliances or furniture
8. Suspicious activity or unusual circumstances (doors propped open, car doors left open, unidentified persons loitering in the premises);
9. Report illegal parking in the courtyard;
10. Lost articles, articles accidentally thrown down the garbage chute or the elevator shaft;
11. Notice of absence from your unit for more than three days. An Absentee Information Sheet should be submitted.
12. Advance notice if you are planning to deposit large items at the curb on Queen Street on scheduled days.
13. Persons delivering commercial flyers to unit doors

Residents and Owners have a responsibility to report any defects in common elements to the Corporation, by contacting either the Resident Building Manager or the Property Manager during business hours.

Please remember that a personal emergency is not a building /corporate emergency and respect the Building Manager's right to privacy.

### **C. Emergency Situations**

The Corporation maintains a 24-hour emergency telephone line to ensure a prompt response to Corporation-related emergencies. To report a Corporation-related emergency, please dial (613) 762-5704 and the service will forward the information to the on-call staff member. Examples of Corporation-related emergencies include:

1. Flooding in your unit or on common elements;
2. Water infiltrating into your unit or hearing noise of water dripping between walls;
3. No electricity in your entire unit only; no heat in your unit;
4. You suspect that pipes are frozen in your unit;
5. Vandalism, theft or assault in progress. Call 911 and then the Emergency Line.
6. Any other situation which, in your opinion, might put the Corporation and/or its assets at risk or potentially result in bodily injury or any other type of damages for which the Corporation might be held responsible or liable.

Please do not call the emergency line for non-Corporation-related emergencies such as:

1. Medical or personal emergencies in your unit;
2. Concern about the welfare of a neighbour, call 911;
3. Toilet or sink plugged, or other in-unit plumbing problems;
4. In-unit electrical problems (other than a full black-out in unit);
5. A vehicle parked in your parking space;
6. Difficulty with unit or locker access; call a locksmith.

Please do not call the emergency line for information updates when you hear the fire or elevator alarm sounding or the electricity is out in the entire building. This only hinders the staff members who are doing their best to resolve the situation.

## 4. Communication

### A. General Guidelines

The Board and the Condominium Manager and the community as a whole communicate regularly through several methods. Our goal is to promote effective and efficient communication and to ensure that unit owners and unit residents are kept informed of all communication coming from the Board and the Property Manager.

#### **Limitations:**

Not all owners and residents have signed up for email notifications. In principle, these owners are then given a paper copy of the Minutes, Notices and other materials circulated by e-mail. In practice, this does not always happen.

Not all notices are circulated by e-mail and only posted on the Bulletin Board and elevator boards.

Not all owners pass on information to their tenants either regularly or in a timely fashion.

For further details on communication, consult Part III, Guidelines (b).

### B. Document Distribution

In accordance with the Condominium Act, 1998, certain documents such as Notice of the Annual General Meeting, Annual Budget, the Corporation's Insurance Policy and other formal documents must be posted by mail to Owners. Other less formal materials, such as Notices, Minutes of Board meetings and administrative announcements are circulated by e-mail. The form to Request for Inclusion in E-mail Distribution List (Part III, Forms 6) may be obtained from the site administration office on the 4th floor of the building. Copies of the Minutes of Board Meetings are also made available at the site administration office on the 4th floor of the building.

### C. Notice Boards

Announcements are posted in several Notice Boards. There are three notice boards located in the Mail Room. On the glass-covered Bulletin board you will find current announcements from the Board of Directors or from the Condominium Manager. A second Board contains Management's notices of work being done in the building that affects Residents, e.g. when windows will be washed or a fire alarm testing scheduled. The third is the Community Board which contains postings of events and other matters of specific interest to the Park Square community. It may also be used by residents for limited advertising of items for sale. **Time-sensitive announcements are posted in the notice box in each of the three elevators.**

### D. Correspondence

All correspondence to CCC145, the Board of Directors and/or the Condominium Manager may be received either in person, by e-mail, by courier/mail or deposited in the mail slot situated on the door of the

site administration office located on the 4th floor. They may also be left in the mail slot marked “OFFICE” in the Mail Room. All correspondence is handled according to the Board’s Policy on Correspondence (Policy Statement C).

### **E. Telephone Directory**

CCC145 maintains a telephone directory of Owners and Residents which includes their unit number and home and/or work telephone numbers. Participation is purely voluntary and Owners/Residents must indicate their wishes in writing in order to be included in the next printing. The Directory is published twice per year.

### **F. Website**

The condominium’s website is a repository of information about Park Square. The public section includes suite layouts, facilities and amenities, and images of the building and gardens. It will also contain a private section accessible only to Owners and Residents of Park Square. This will allow users access to the Residents’ manual as well as the condo Rules, Minutes of Board meetings, the Newsletter, notices, downloadable forms and other relevant information. To gain access to the private section of the web-site, contact the Board Secretary at [board@ccc145.ca](mailto:board@ccc145.ca)

### **G. Newsletter**

The Bay Street Beat is published four times a year. It provides a “snap shot” of what is happening at Park Square at a given time. It will disseminate information on recent activities as well as those that are still in the planning stage. The main objective of the newsletter is to be a vehicle for getting to know what is happening in our building, getting to know our neighbours better and reporting on social and other functions designed to promote interactions and greater community involvement. Residents are encouraged to suggest/write relevant articles for the newsletter.



## 5. Managing Your Unit

### **A. Boundaries of Units**

Each owner has the exclusive use of their unit. The boundaries of the residential unit are specified in Schedule D of the Declaration. Owners do not own the unit doors and windows. These form part of the common elements. Balconies are a common element for the unit owner's exclusive use.

### **B. Owner Information**

The Corporation is required to maintain a Register of the Owners with their contact information. An Owner Registration Form (Forms 2) for each unit is kept in the Management Office. Owners are encouraged to register any occupant that might need assistance in case of a fire. It is important that Owners keep this information current. Please report any changes promptly.

A current Absentee Information Sheet (Forms 3) must be on file at all times in the site administration office, located on the 4th floor of the building. The name of a person and means of contact are needed should any personal emergency occur or if property damage happens during your absence. Be sure to keep the information up to date and advise the Resident Building Manager of all absences from your unit of more than three (3) days.

### **C. Door Locks**

Each unit Owner/Resident is encouraged to supply to the Resident Building Manager a copy of the key(s) to his/her unit. Access to the unit is permitted only for an emergency or upon 24-hours' notice. If a fire, flood or medical emergency (e.g. disabled resident unable to open the door) should occur, and the Building Manager does not have a key, it will be necessary for the Fire Department or other Rescue Team to force open the entrance door. The Owner will then be responsible for all costs to replace or repair the door.

### **D. Renovation Guidelines**

While Owners are welcome to upgrade or renovate their unit, they should review the applicable Renovation/Restoration Guidelines (Guidelines (a)) as a first step when planning any alteration.

In general, Owners are not allowed to make any major plumbing, electrical, mechanical, structural, telecommunication cable or television cable alteration to their unit without the prior consent of the Board. Repairs and/or renovations shall be carried out between 8:00 a.m. and 5:00 p.m. from Monday to Friday and between 9:00 a.m. and 4:00 p.m. on Saturday.

### **E. In-Unit Facilities**

In-Suite Air-Circulation Systems (Please consult Guidelines (i) for further details)

The operation of the fan in your fan coil unit is controlled by the room thermostat.

Set the thermostat to a temperature that you find suitable. Fan coil units are inspected and serviced twice yearly by the Corporation's HVAC contractor. Filters are changed twice yearly, in conjunction with servicing.

During the cooling season, **absentee** Owners/Residents are requested to set their thermostats to 70 F or 22 C to prevent excess condensation inside the HVAC drip pan, which otherwise could cause pan overflow and flooding.

During the heating season, Owners/ Residents are reminded to keep windows and patio/balcony doors shut during sub-zero temperatures to prevent HVAC plumbing water pipes from freezing and bursting, thus avoiding flood, expensive clean-up and restoration procedures.

Each unit is equipped with a smoke detector. A carbon monoxide detector is also mandatory in units with wood-burning fireplaces on the 12th and 14th floors as well as in units on the ground floor as they are adjacent to the parking garage. Both smoke and carbon monoxide detectors are tested on a semi-annual basis by the Resident Building Manager.

#### **F. Request for Service**

A Request for Service Form (Forms 7) is available at the Mail Room to indicate any repair or maintenance problem that needs to be attended to by the Resident Building Manager. It must be properly dated and signed and shall constitute authorization to enter the unit during business hours to carry out such repairs. It can be deposited in the mail slot situated on the door of the site administration office located on the 4th floor or left in the mail slot marked OFFICE in the Mail Room.

#### **G. Rental of Units**

Owners who rent their units must notify the Board of the tenant's name, including names of other persons living in the unit, and provide details of the rental agreement to the Property Manager. Owners must have their tenants sign an agreement to abide by the By-laws, Rules and Regulations governing the Corporation. "Summary of Lease" form (Forms 4) and "Tenant's Undertaking and Acknowledgment" form (Forms 5) are used for these purposes.

Finally, non-resident Owners should give the Property Manager their mailing address so official Park Square documents can be sent to them. Owners and Residents are encouraged to leave their emergency contact telephone numbers and e-mail addresses.

Tenants are not liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment for them. In this case, the tenant must deduct, from the rent payable to the Owner, the Owner's share of common expenses and pay these to the Corporation.

## 6. Insurance

The building is insured under a standard all-risk condominium building policy on a replacement cost basis. This policy generally covers damage to the common elements and to a “standard unit” as defined by the Corporation’s By-law. The Corporation’s insurance does not cover any damage to upgrades or improvements made to the unit by the current owner or by any previous owners. The Corporation’s responsibility is to repair the unit to its original design (the standard unit). The cost to repair such upgrades or improvements falls to the owner and his/her insurance. Moreover, the owner (and his/her insurer) is also responsible to pay the Corporation’s deductible for damage to his/her unit (however caused) or damage to common elements originating from his/her unit.

It is therefore very important that Owners (including non-resident or absentee Owners) maintain insurance coverage for their personal property, personal liability, as well as living expenses in the event that they and their family are displaced from the condominium unit in the event of an insurance loss. It is also crucial that Owners have sufficient personal coverage to cover both the Corporation’s deductible and damage to improvements and upgrades to their units.

Owners/Residents must also ensure that the requirements of their insurance policy on their property are fulfilled while they are absent from the unit. One method is to have a competent person check the apartment regularly to make sure that everything is in order. Insurance policies may vary on this requirement and your brokers/agents should be contacted for details and confirmation.

If, in the opinion of the Board, damage to the common elements was caused by negligence, willful disregard or malicious intent of the Owner, Resident or their guests, the Board will authorize the necessary repairs to the common elements and initiate recovery action from the responsible person or unit owner.

For more detailed information, please refer to the Information Sheet on Insurance

## 7. Security

The building's front door is equipped with an electronic key system that makes possible tracking of who has accessed the building via this door. However, building security can be achieved only with the cooperation and effort of each Resident. To ensure and enhance the security in our building, please observe the following precautions and guidelines:

**BE OBSERVANT.** Owners and Residents should report any suspicious person(s) and/or activity to the Resident Building Manager and to the Police.

**BE NEIGHBOURLY.** Get to know your neighbours. Show your fob if someone you do not know follows you in. Introduce yourself and ask if they live here. Conversely, show your fob when you follow someone else in the building. This way, the other person will not feel awkward asking you if you live here.

**BE FIRM.** Do not admit people you do not know to the building without first satisfying yourself that they are Residents, legitimate visitors or service personnel you are expecting. Conversely, if a Resident does not let you into the building or garage, do not feel slighted. That Resident is simply following proper security procedures. Do not let canvassers into the building. Soliciting is not permitted, with the exception of soliciting for federal, provincial and municipal elections.

**BE CAREFUL.** Safeguard your fob and keys and do not identify them as belonging to a unit in Park Square. Do not leave them in your car.

**REPORT TO POLICE OR FIRE DEPARTMENT.** Immediately notify the Ottawa Police Service of any theft, assault, known or apparent trespass or suspicious activity. Immediately notify the Ottawa Fire Department of a fire or related emergency. For emergency assistance involving police, fire or ambulance, please call 911.

Under no circumstances are building access or common-element keys or fobs to be made available to anyone other than an Owner or Resident, or persons designated by the Board. No duplication of common-element keys is permitted except with the authorization of the Board. The names of persons authorized to have keys is to be furnished to the Board at all times. In accordance with the provisions of the Declaration, parking spaces are permanently assigned and are for the exclusive use of Residents.

## 8. Fire Safety and Evacuation

### A. Fire Protection Equipment

Each residential floor has 2 water hoses for the use of trained Fire Department personnel only; and 3 pull stations to sound an alarm. All Residents should familiarize themselves with the location of these stations. Fire extinguishers can be found in the hose cabinets. All basement levels are equipped with water hoses, an automatic water sprinkler system and manual fire alarms.

The emergency warning system designed for Park Square is a single zone fire alarm system. This means that upon operation of any alarm-initiating device (i.e. manual pull station or sprinkler flow switch) the system will sound an evacuation tone in all zones. To activate any pull station, simply pull the lever downward and exit the building immediately.

The alarm system in the building has communication capabilities which may allow the Resident Building Manager to inform Residents about what is happening through speakers after an emergency assessment is completed.

### B. Emergency Stairwells

Note the location of all exits on your floor. Each floor has three stairwells marked according to Ottawa Fire Department guidelines. Stairwell doors should always be closed to prevent air currents in the stairwells. Air currents could cause the stairwells to fill with smoke or flames during a fire.

### C. When You Hear the Fire Alarm

If you are in your unit:

1. Turn off all appliances.
2. Feel the door knob for heat before opening the unit door. If it is hot, you may be safer to remain in your unit.

If it is safe to leave your unit:

1. If the corridors are free of fire or smoke, take your unit entrance key and leave by the nearest exit stairwell, closing your unit door behind you.
2. Do not use the elevators.
3. Should you encounter smoke in the corridor or stairwell, attempt to exit using a different route or return to your unit and follow the instructions below.

If you cannot safely leave your unit:

1. Call 911 (Fire Department) and alert them of your location.
2. Remain in your unit with your entrance door closed.
3. Keep your entrance door unlocked.
4. Use wet towels or sheets to seal entrance door thresholds, air-conditioning outlets or other openings which may admit smoke.
5. Move to the most protected room and partially open a window for ventilation.
6. Close the window if smoke comes in.
7. Crouch low to the floor if smoke comes in.
8. Wave a sheet from a window or balcony to signal the fire fighters.
9. Do not panic or jump.
10. Listen for voice communication messages.

#### **D. If a Fire Occurs in Your Apartment**

1. Do not attempt to extinguish a fire unless you can do so without endangering your life or anyone else's. Use only a fire extinguisher. Never pour water on electrical, oil or grease fires. Leave the area of danger, closing all doors.
2. Sound the fire alarm in the hallway.
3. Use a safe stairwell. Do not use the elevator.
4. From a safe area call 911 for Fire Department assistance. Clearly describe the situation when asked to confirm address, unit number and type of fire. Do not assume another Resident has contacted the Fire Department.
5. Residents shall assemble outside the building. The Lobby must be kept clear for use by fire officials.
6. Do not return to the building or your unit until a Fire Department official has declared it safe.

#### **E. During a Fire Emergency**

The Resident Building Manager will help the Fire Department as required by guiding the Fire Department officials to the fire panel, chiller room, elevator controls and other control areas.

Fire Department officials will tell the Building Manager when to turn off the alarm system. When turning the system off, the Building Manager must ensure that it is prepared properly for another emergency. Please do not contact the Building Manager by phone to report ringing fire bells during a fire or evacuation emergency. The bells may only be silenced upon authorization of the Fire Department.

## **F. Fire-Safety Precautions**

Residents must be aware of the following list of fire hazards to ensure fire safety in Park Square:

- \*Do not put burning materials in the garbage chute or over a balcony.
- \*Do not dispose of flammable liquids or aerosol cans in the garbage chutes.
- \* Storage of flammable liquids such as propane cylinders, gasoline tanks, turpentine, or kerosene in the unit or locker or on the balcony is strictly prohibited. Check with the Fire Department for safe disposal of such items.
- \* Avoid unsafe cooking practices (e.g. deep fat frying, using high heat or leaving a stove unattended).
- \*Check to make sure all small appliances and electrical equipment are in good working order.
- \*Do not use frayed extension cords or overload electrical outlets.
- \*Never leave small electrical appliances (i.e. curling irons, pressing iron) plugged in except when in use.

## **G. Monthly Fire Alarm Testing**

In compliance with the Ontario Fire Code, a monthly fire alarm testing is conducted. All testing events are announced in the various Notice Boards. The general alarm will sound for about 20 minutes. It will not be necessary to evacuate the building. Owners and Residents may wish to practice or review their own personal safety plan at this time.

## 9. Condominium Facilities

### A. Electronic Entry System

The building is equipped with an electronic entry system which allows access to the building and the parking garage. Each unit has a 4-digit ring number, which is listed by surname on the electronic entry system pedestal at the main entrance to the building. Keying in this 4-digit ring number allows visitors to call your unit from the Lobby and for you to open the front door from your unit. The number that you have designated to be contacted by the system will ring when a visitor calls from the Lobby. To allow entry, pick up the phone and speak to your guest to confirm their identity and then press 9 for at least two seconds and hang up the phone. The entrance door will automatically unlock and your visitor may enter. To refuse entry, simply hang up the phone. If you are on the phone when someone calls from the entry system, they will receive a busy signal unless you subscribe to “call waiting”.

### B. Fob Access System

A fob, also called an electronic key, is an electronic device that replaces a metal key to allow entry. The fob access system allows entrance to the building, the parking garage, the bicycle room and the swimming pool. To enter an access-controlled door, place the fob device in front of the fob reader. The latter will confirm your authorization to enter and the door will release automatically.

Each time a fob is used, the time and the fob data are recorded and kept for a limited time. These can be reviewed in case of untoward incidents, suspicious activities or security concerns that need to be examined or verified.

Fobs can be programmed so that they are limited by time and date. For example, a worker hired for in-unit renovations could be provided a fob programmed for access between 9:00 a.m. to 5:00 p.m.

Registration with the Resident Building Manager is required before fobs are activated or reactivated. The fob devices are individually programmed for a unit and are disabled if there is a change in unit ownership or occupation. Extra fobs can be obtained from the Building Manager for a fee. Owners must authorize in writing the issuance of fobs and/or garage remotes for their tenants. Lost or stolen fobs and/or garage remotes must be reported to the Resident Building Manager so they can be disabled without delay.

### C. Mail Room

Mail is usually delivered to the Mail Room located off the main lobby. Packages delivered by Canada Post that are too large for the individual mail box will be placed in a secure package locker (installed in 2022). The mailman leaves a key identifying the parcel box in which it is placed. The Resident uses that key to retrieve the package after which the key should be deposited in the Key Return Box.

Packages delivered by other agents (Amazon, FedEx, Hello Fresh, etc.) may be delivered to your unit door but are frequently left in the mail room. Residents should retrieve these as soon as possible so as to reduce clutter and the risk of package theft.



There is a mailbox for outgoing mail. There is also a mailbox marked OFF for official correspondence with the Board, the property Manager and the Resident Building Manager.

#### **D. Locker Rooms**

Lockers are located on every residential floor of the building. Some Residents on the first floor may be assigned a locker on the P1 Level. A limited number of extra lockers become available from time to time for rental by residents. Consult the office for availability or inclusion in the waiting list. Do not leave any items in the access area outside of individual lockers. Please ensure that the lights are turned off and the door is closed when leaving the Locker Room.

#### **E. Elevators**

There are three elevators in the building. Elevators 1 and 2 go from the Lobby to the 14th floor and the third elevator goes from the Lobby to garage/parking levels. For move ins or delivery of large items, you should book an elevator using Form 9. A fee may apply.

#### **F. Swimming Pool/Sauna**

The indoor pool is located on the ground floor. Entry into the swimming pool area requires the use of a fob. The hours of operation are from 6:00 a.m. to 9:00 p.m. seven days a week. These hours may be modified from time to time as circumstances warrant.

#### **G. Library**

There is a Library on the 10th Floor (small room next to the Elevator) which contains a collection of hard and paperback books, magazines, and journals as well as a few CDs and DVDs. This library/book exchange is based on contributions from residents and is maintained by volunteers. Access is gained by using the Laundry Room key.

#### **H. Bicycle Room**

Owners and residents are encouraged to use the Bicycle Room, which is located on Level 1 of the garage, opposite our garage door off the front courtyard. It can be accessed by using the building fob. There are two air pumps available, one at 32 psi and the other at 80 psi. Use of the Bicycle Room is at the owner's own risk. Consult Rule (xix) for procedures to register your bike and use the Bike Room.

#### **I. Workshop**

The workshop is located on the P4 Level of the garage. The workshop is accessible to owners and residents by purchasing a key from the Resident Building Manager. The workshop is also home to the Seniors Hobby Group. Members of the Seniors Hobby Group, who must be knowledgeable on safe wood-working practices and who pay for a key that secures the powered machinery, may use the machines. Use of the Workshop is governed by Rule (xv).

## **J. Laundry Rooms**

Laundry rooms are located on every floor for the use of all residents regardless of the floor on which their unit is located. Each room has a sink and ample storage for laundry supplies. To use the machines, residents can obtain a Smart Card issued by Coinamatic from the Resident Building Manager. Instructions on how to load your Smart Card are posted next to the Coinamatic Debit/Credit Machine located in the Mail Room.

Residents are advised to register their laundry card serial numbers and submit this information with your name and unit number to the 4th floor office. This registry will be useful in identifying LOST and FOUND cards.

Guidelines on the use of laundry facilities are posted in the laundry rooms.

## **K. Garbage Chutes**

There is a garbage chute near the elevator on each floor. Recycling bins for paper, cans and bottles are available in each floor's garbage chute room, except at the ground floor, where bins are located inside Exit C. Refer to the guidelines for the proper disposal of garbage and recyclable materials found in the garbage rooms.

Residents are responsible for the disposal of large bulky or heavy items. Similarly, the disposal of restricted items such as appliances, televisions and contaminated waste products is the resident's responsibility. Contact the Resident Building Manager for instructions on disposal or call 311 for the nearest recycling depot.

## 10. Parking

The parking garage at Park Square is a shared garage with public parking on Levels 1, 2 and part of 3 (owned by TKS Ltd.) and private parking on part of Level 3, and on Levels 4 and 5 (owned by CCC145).

### **A. Access to Parking Garage**

Owners and Residents pass through the public garage to get to the lower levels in one of three ways: by driving their vehicle, taking the elevator or walking the stairways. Entry and exit to the private parking lot is through the front courtyard off Bay Street and the garage door is activated by a fob or remote-control device. On Level 3, there are secure doors controlling access to private parking. This entry door requires the same remote that is used to operate the courtyard door. The exit door opens automatically from inside the private portion of the garage. Public parking is accessed by a separate entrance on Queen Street.

### **B. Designated Parking Space**

Each unit has a permanently assigned parking space and CCC145 Rules govern the use of Resident parking spaces. Only the Resident passenger automobile, which may be a wagon or truck-type vehicle less than six feet high and not more than a normal car length is allowed to park in the garage. Motorcycles are permitted only if they are parked in the Owner's designated parking space and do not extend into the driving or fire lane or create a nuisance or hazard to other Residents. The designated user of a parking space is required to keep the space clean and free of materials or any condition likely to cause nuisance, hazard or fire liability. A small grocery cart may be left in a Resident's parking space. The storage of any other personal property in a parking space is prohibited. Vehicle owners should check that their vehicles are not dripping oil or gas. Inform the Resident Building Manager or Condominium Manager of any leaks or spills so that proper cleaning advice is given to prevent damage to the waterproof garage floor surface. Always lock your car securely when it is parked in the garage. Do not leave keys, fobs, or other valuables in the vehicle.

### **C. Leasing of Parking Space**

Given that parking spaces are exclusive-use common elements, the Board limits the renting of said spaces to unit owners and residents. It limits non-owners/non-residents from accessing the garage and increases the safety of the common areas for the occupants and their property. Vehicles in violation of the rules may be ticketed or towed, as enforced by the City of Ottawa Parking Control, at the Owner's risk and expense. If you find another vehicle in your parking space and do not recognize the vehicle, call the City of Ottawa Parking Control to have it ticketed or towed.

Short-term parking for visitors may be provided using the Short Term Parking Permit (Form 9)

### **D. Garage Traffic**

The speed limit in the garage is 10 kilometres per hour. Residents are requested to observe this limit and extend the right-of-way to other moving vehicles and pedestrians in the garage. Please note that vehicles entering the garage via the courtyard on the P1 level have the right of way. Vehicle headlights should be

on at all times when driving in the garage. This ensures that your car can be seen, especially on ramps or blind corners.

Drivers of hybrid cars should use their horn, as the vehicle is silent in motion. Motorists should always drive with caution, as less familiar drivers in the public section during weekdays as well as pedestrians, bicyclists and service persons are frequently in the garage.

On entering the garage, use your remote at all times even if the door is open. Do not tailgate the vehicle ahead of you. STOP after entering or leaving the garage to ensure that the door closes behind you. If the door does not close or you suspect unauthorized entry, drive on and notify the Resident Building Manager immediately.

If the garage door is in the process of opening or closing when you reach the point of entry/exit, let the door complete its cycle before using your fob. This will prevent damage to the door mechanism.

### **E. Car Wash**

A car wash is conveniently located at the 4th floor of the private parking garage. It is coin-operated and is for the exclusive use of Residents.

### **F. Visitors' Parking**

Guests of Park Square may make additional private parking arrangements with the operators of the public parking section.

## 11. Community Life at Park Square

### A. Advisory Committees

Park Square is fortunate in the number of residents who come forward in various volunteer capacities to enhance life within the community.

There is a Gardening Committee that works closely with garden and landscape contractors and makes recommendations regarding design plans and selects appropriate vegetation that are suitable to the conditions of the various garden beds and are attractive in all seasons. They also monitor the proper maintenance of plants both on the exterior and interior of the building.

The Communications Committee helps promote better understanding within the community through the development and maintenance of a website, publishing a Newsletter, updating the Residents' Manual and refining strategies aimed at improving communication in general. It also helps draft timely communiqués on matters of interest to Owners and Residents for the Board's approval

The Social Committee organizes social functions such as lectures, social get-togethers, annual barbecue, Christmas Tree decorating, Twelfth Night celebration, and other activities aimed at enhancing social interaction among the residents of Park Square.

The Environment Committee makes recommendations to the Board to promote responsible environmental stewardship. Taking into account legal and financial constraints, the Committee explores, evaluates and cost, to the best of its ability, the structures and programs, extant and potential which relate to maintaining environmental quality within the building. It solicits ideas which might be of use in reducing the carbon "footprint" of the community, such as improving the disposition and recycling of waste of all kinds, and conserving the use of water and electricity.

The Community Working Group coordinates the condominium communities' collective voice on issues of concern to all who reside in the northwest corner of Centretown. These include issues pertaining to the LRT operation on Queen Street, parking, noise problems, bike lanes, sidewalks and green spaces. It monitors real estate developments being considered by the City of Ottawa Planning Committee and works closely with the office of the Somerset Ward Councillor and the Centretown Citizens Community Association.

### B. Group Activities

Aqua-fitness Group- Although this activity was suspended during COVID-19, we expect to return to this activity when circumstances allow. The instructor will be fully certified to lead the group.

Workshop Group- Owners and residents who are interested in becoming a member are welcome.

Seniors Hobby Group- Owners and residents who are interested in becoming a member are welcome.

Library/Book Exchange- Owners and residents who would like to inquire about the Library operations and/or would like to volunteer are welcome.

Bicycle Room- Owners and residents who would like more information about the Bicycle Room are welcome to e-mail «[bicycleroom@ccc145.ca](mailto:bicycleroom@ccc145.ca)». CCC 145

Book Club – A monthly book club meeting welcomes all residents. Contact [socialcommittee@ccc145.ca](mailto:socialcommittee@ccc145.ca) for more information.

### **C. Calendar of Events and Activities**

Monthly – First Friday Social Gathering in the Lobby

Monthly – Second Saturday Breakfast Club (Check the Notice Board for further details)

Occasional Lectures – From time-to-time presentations are organized on topics of interest to residents. Watch for announcements.

January 6th – Twelfth Night Party in the Lobby.

April/ May- Spring In-unit inspections, HVAC inspections and filter changes.

Late April- Garage floors are washed. See notice boards for when cars must be moved.

Early May- Windows are washed.

May- Cooling season begins and chillers are switched on.

July/August- Annual fire testing.

July/August- Summer barbecue.

September- Fall In-unit inspections, HVAC inspections and filter changes.

Late September- Cooling season ends. Hall heaters are turned on.

Late October- Windows are washed.

October/November- Annual General Meeting of the Corporation

December- Christmas Tree and Lobby Decorating.

## **PART II – RULES AND POLICIES**

### **CCC145 Rules**

#### **i) GENERAL**

(A) Use of the common elements and units is subject to the Rules that the Board of Directors has made or may make to promote the safety, security or welfare of the owner and of the property, and prevent unreasonable interference with the use and enjoyment of the common elements and of other units.

(B) Rules are binding on all unit owners.

(C) An owner shall not create, or allow the creation of, or continuation of, any noise or nuisance that disturb the comfort or quiet enjoyment of the property by other owners.

(D) Owners who will be absent from their units for more than three (3) days are required to advise the Resident Building Manager, in writing, of their period of absence and to give the name, address and telephone number of a contact person who will monitor the unit during their absence or the names of persons who will be occupying the unit in their absence.

(E) Owners are to notify the Board of Directors promptly of any structural, mechanical or other defect affecting the property, and of any accident occurring on or in relation to the property, including, without limiting the generality of the foregoing, water pipes, heating systems or electrical systems.

(F) In the event of the HVAC water detector signalling the presence of water, owners or tenants are responsible to take measures to deal with the situation, if possible, and notify the Resident Building Manager at the earliest opportunity (during business hours). Owners and residents should not remove or tamper with this common element monitoring device, except, temporarily, to address water accumulation issues.

(G) Because this is a residential property, no commercial sale, auction or business shall be carried on or held on the property without prior written approval from the Board of Directors.

#### **ii) ADMINISTRATIVE**

By-Law 1, Article 39 (2) states that condominium fees are due on the first of each month. Notices of other payments will state the date on which they are due.

#### **Fees And Payments**

(A) Cheques and pre-authorized payments submitted to the Corporation by owners for monthly condominium fees, key or FOB purchases and/or any other payment made by cheque from time to time,

will be subject to a \$25.00 administrative fee in the event that such cheque is returned by the bank because of insufficient funds, or for any other reason.

(B) Payments received after the date they are due will be subject to a \$25.00 administrative fee.

(C) These administrative fees will be levied by the Corporation against the unit owner's account and will be collectible in the same fashion as common element fees.

### **iii) PARKING**

(A) Parking on the condominium driveway or grounds is restricted to a short-term (maximum 20 minutes) pickup or delivery, except for medical situation.

(B) The speed limit for motor vehicles and bicycles on the common elements, including the garage, shall be ten (10) kilometres per hour.

(C) Parking spaces may be rented, but only to residents of Park Square.

(D) No major repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements or on any parking unit.

(E) Car washing is not permitted except in the area designated for the purpose.

### **iv) PRIVATE DWELLING UNIT**

(A) An owner shall not do anything, or permit anything to be done in a unit, or bring or keep anything therein, which will:

(i) obstruct or interfere with the rights of other owners to their comfort and quiet enjoyment of the property;

(ii) conflict with any insurance policy carried by the Corporation or any owner;

(iii) conflict with any of the rules or by-laws of the Fire Department, the Health Authorities or the municipality; or

(iv) alter the exterior appearance of the property or any of the common elements.

(B) The cost of repairing damage to any part of the building resulting from the misuse of any equipment or water apparatus in a unit shall be borne by the owner of that unit.



(C) If damage to one owner's property by another owner results in a claim against the Corporation's master insurance policy, the owner causing the damage will be responsible for the deductible portion of that claim.

(D) Owners may not make any alterations in their unit that could interfere with the electrical, air conditioning, heating, water, telephone, and cable services delivered to other units

(E) Portable dishwashers, laundry machines, and powered fans in stove hoods are not permitted in units, since these interfere with the flow of water and air, respectively, to other units.

(F) Owners must apply to the Board for approval before undertaking any major plumbing, electrical, mechanical or structural alteration in or to the unit.

(G) Except for foyers, bathrooms, kitchen and storage areas, any new floor installations, other than carpets, shall be underlaid, at the owner's expense, by a noise reduction system approved by the Board. In order to obtain such Board approval, owners are required to submit the following documents, prior to commencement of work:

(i) a letter from the flooring installer, or a notation on the quotation or purchase order certifying that the system being installed(including a sound deadening underlay) has an FIIC rating equal to or greater than 65;

(ii) a description of the flooring material to be used, the manufacturer of the underlay, the installation method and the rooms to be covered.

The Board of Directors or their agent/representative reserves the right to inspect the work during the installation for the purpose of ensuring that the work is being carried out as specified.

(H) Windows may be covered with curtains, drapery, vertical or horizontal blinds, or wooden shutters. If a window is to be covered by any other method, prior written consent of the Board is required.

## **v) TENANCIES AND GUESTS**

### **WHEREAS:**

1. Article 12 of the Corporation's Declaration requires that each dwelling Unit be occupied and a single family private residence and for no other purpose;
2. Restrictions similar to that contained in Article 12 of the Corporation's Declaration have been interpreted to mean that residents are to be either owner occupiers or long-term lessees, and that persons should not reside or co-reside in Units simply for convenience purposes;
3. It has come to the attention of the Board of Directors of the Corporation that one or more Units have been used and/or occupied for short-term, transient, and/or commercial purposes or for guest

purposes in the absence of the Owner or long-term lessee residing in the Unit, which has given rise to both administrative and security concerns; and

4. Section 58 of the *Condominium Act, 1998*, S.O. 1998, c.19 (the “Act”) provides that a condominium corporation may make rules respecting the use of the common elements and units to promote the safety, security, and welfare of the Owners and the property and assets of the condominium corporation, or to prevent the unreasonable interference with the use and enjoyment of the common elements, units, or assets of the condominium corporation.

NOW THEREFORE BE IT ENACTED AS A RULE, AS FOLLOWS:

1. These Rules shall be observed by each Owner, his/her families, employees, Guests, tenants, invitees, licensees, and occupants of his/her Unit;
2. The terms used in these Rules shall have the same meanings prescribed to them in the Act, unless otherwise stated herein:
  1. The term “Unit” wherever used in these Rules shall mean a dwelling unit; and
  2. The term “Guest” wherever used in these Rules shall mean an individual residing in a Unit free of charge pursuant to the permission of the Owner and/or tenant of the Unit for a period of no more than one (1) consecutive month in any given twelve (12) month period. Any reference to the term “Guest” shall include the singular and/or plural as the context requires;
  3. The term “Independent Guest” wherever used in these Rules shall be any Guest, as defined above, to whom the Owner and/or tenant of the Unit purports to convey the benefits of a Guest as defined above without the Owner and/or tenant being present for the Guest’s stay in the Unit;
3. For the purposes of Article 12 of the Declaration, the phrase “single family private residence” shall specifically prohibit:
  1. any “commercial” use within a Unit, which includes, without limiting its general meaning, any of the following:
    1. the carrying on of a business where employees/public attend;
    2. hotel, boarding, or lodging house use; or
    3. the disposition of an Owner’s or tenant’s right to occupy the Unit under any arrangement commonly known as time sharing;
    4. the rental of the Unit on a short term or transient basis for a stay that is less than twelve (12) months in duration and in such a manner that is similar to the commercial operation of a hotel.
  5. any transient use of a Unit, which includes, without limiting its general meaning, the short-term use or occupancy of a particular Unit for a period of more than one (1) month but less than twelve (12) months in any particular period of twelve (12) consecutive months; and
4. For further clarity, the prohibition above on “commercial” use within the Unit shall not prohibit an ancillary home office within the Unit provided that no clients or business associates attend the Unit or Corporation for the purposes of carrying on the business for which the ancillary home office is used.

5. For the purposes of Article 12 of the Declaration, the phrase “single family private residence” shall include the following living arrangements:
  1. A social unit consisting of parent(s) and their children, whether natural or adopted, and includes other relatives if living with the primary group;
  2. An adult person living alone, whether single, divorced, a widower, or a widow;
  3. Two persons who are married to one another or living together in a conjugal or common-law relationship;
  4. Two or more unrelated persons who are living together in order to pool their resources and reduce their cost of living, provided that it is clear that their collective intention is to live together permanently;
  5. Two unrelated persons who are each named as owners on title to the unit;
  6. Two or more persons who are siblings of one another;
  7. A family can include one or more persons who are living in the unit in order to provide health care or assistance to a member of the family;
6. No Unit shall be occupied under a lease or license agreement, or sub-lease, or sub-license agreement, for transient or commercial purposes;
7. No Unit shall be occupied for Independent Guest purposes. For greater certainty, Guests are only permitted to reside in a Unit if the Owner or tenant of said Unit resides in the Unit at the same time as the Guest, no consideration exchanged/not for profit/ no roomers or boarders;
8. Notwithstanding Section 7 of these Rules, a Unit may be used for Independent Guest purposes provided that:
  1. the Owner or tenant of the Unit is the full-time resident of the Unit immediately prior to the use of the Unit by the Independent Guest, and it is the bona fide intention of the Owner or tenant to re-occupy the Unit thereafter;
  2. the Owner shall, in writing, consent to the use of the Unit by the Independent Guest and acknowledge that the Owner shall be directly responsible; and
  3. the Owner or tenant of the Unit complies with these Rules.
9. Should a Unit be used for Independent Guest Purposes, for the purpose of effecting compliance with the Act, as well as the Corporation’s Declaration, By-laws and Rules, the Guest shall be considered a tenant of the Unit;
10. In order to ensure and to facilitate practical and full compliance with the Act an Owner shall provide, prior to entering into a lease of his or her Unit or permitting their Unit to be used for Independent Guest Purposes:
  1. to his/her tenant and/or Guest, a copy of the Corporation’s Declaration, By-laws and Rules;
  2. to Property Management, in the case of a tenant, the Owner’s address and a copy of the lease or a summary of the lease or, in the case of a Guest, the expected duration of his/her stay in the Unit;
  3. to Property Management, the names of all persons intending to reside in the Unit as tenant or Guest; and
  4. such other information as the Board of Directors may from time to time reasonably require;
11. Prior to the commencement date of the tenancy, the Owner shall deliver to the Corporation an undertaking duly executed by the tenant or Guest in the format outlined below. In the event that the Owner fails to provide such undertaking and/or fails to comply with these Rules prior to the commencement date of the tenancy, and in compliance with the Act, any person or person

intending to reside in the Unit shall be deemed to be a trespasser, and entry to or upon the common elements may be expressly denied by the Corporation until and unless such person or persons and the Owner comply with these Rules and with the Act. The undertaking shall read as follows:

“I undertake that I and the members of my household including guests, will in using the Unit rented by me and the Common Elements comply with the Condominium Act, R.S.O. 1970, C. 77, as amended and any Regulations from time to time made thereunder, and with the Declaration, By-laws and Rules and Regulations of the Condominium Corporation No. 145 as the same may be from time to time, during the term of my tenancy.”

1. Leases to be in unit and contain the following:

“In the event the tenant shall be notified by the Corporation that the landlord is in default of any payment due to the Corporation by the landlord as Owner the tenant shall deduct from the rent payable under this lease the amount of the arrears alleged by the Corporation to be owing by the Owner and the payment thereof by the tenant to the Corporation shall be conclusively deemed payment of rent under this lease.”

1. Within seven (7) days of ceasing to rent the Unit (or within seven (7) days of the Owner being advised that his or her tenant has vacated or abandoned the Unit, as the case may be), or of a change in tenancy status, the Owner shall notify the Corporation in writing that the Unit is no longer rented or of the change in tenancy status;
2. The Owner shall remain directly responsible to the Corporation for all common expense assessments and any other charge the Board may direct to the Unit notwithstanding the leasing of the Unit. The Owner shall be responsible for any legal and/or other costs incurred by the Corporation in seeking to obtain the tenant's, Guest's, and/or Owner's compliance with the Act, the Declaration, By-laws, and Rules of the Corporation;
3. No Owner shall undertake or agree to lease his/her Unit, or to permit the use of the Unit by a Guest, unless he/she undertakes to take all necessary proceedings including, without limitation, legal proceedings at the Owner's sole cost and expense to terminate such tenancy/occupancy and obtain vacant possession of the Owner's Unit in the event any tenant/ Guest occupying the Owner's Unit has breached and continues to breach any provisions of the Act, the Declaration, By-laws, and Rules;
4. In circumstances where efforts to obtain the voluntary compliance of the Owner and/or resident with these Rules are unsuccessful, the Corporation, with the assistance of legal counsel, will enforce these Rules by legal means, including, but not limited to the termination of the tenancy or license arrangement in accordance with enforcement proceedings pursuant to the Act. In such event, the Owner shall be directly responsible to reimburse the Corporation for its full legal costs on a basis as between a solicitor and its own client, together with any interest thereon, within twenty (20) days of being billed for same and the Owner agrees that such costs shall be deemed to be common expenses attributable to Unit and shall be recoverable by the Corporation as such;
5. The Corporation shall be permitted to take the following enforcement actions to effect compliance with the within Rules:
  1. The interpretation, meaning, or application of these Rules shall be determined by the Board, acting reasonably and within the spirit and intent of the Corporation's Declaration, By-laws, and Rules;

2. If, in the opinion of the Board, an owner contravenes any of these Rules, such owner may be directed to take remedial action;
3. The cost of any loss or damages incurred by the Corporation by reason of a breach by any owner of any of these Rules shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses;
4. No decision of the Board shall take effect until the owner has been so notified in writing; and
5. An owner shall cease to be in breach of these Rules upon written notice from the Board.
6. Where these Rules conflict with any earlier Rules passed by the Corporation, these Rules shall prevail; and
7. The Board of Directors reserves the right to amend the foregoing Rules from time to time.

**vi) EXCLUSIVE USE COMMON ELEMENTS**

(A) Owners must take appropriate care with and are solely responsible for any damage stemming from furniture, flowerpots, glass table tops and any other movable objects on balconies. Unit owners should take into consideration occasional high winds. Any loss, damage or claim against the Corporation that arises from a breach of this rule by any owner together with any costs incurred by the Corporation in defending any such claim shall be borne by the owner and collected from the owner as additional common expenses.

(B) No permanently affixed carpets are allowed on balconies.

(C) No awnings, shades or windscreens shall be erected over or outside of the windows or balconies without the prior written consent of the Board.

(D) Balconies shall not be used in any manner which may detract from the appearance of the building, e.g. unsightly storage, washing and drying of clothes.

(E) No television antenna, aerial, tower, satellite dish or similar structure shall be erected on or fastened to any unit or parts of the common elements.

(F) Throwing cigarette butts and other objects from a balcony is strictly prohibited.

(G) No bird feeders or animal feeders of any nature or description, domestic or otherwise shall be used on any balcony at anytime. Feeding stray animals, pigeons, rabbits, squirrels or any other wild animal is prohibited in all common element areas, including exclusive use areas.

(H) No objects or planters of any kind may be hung from or attached to balcony railings.

**vii) COMMON ELEMENTS**

(A) No one shall harm, mutilate, destroy, alter or litter any of the common elements or any of the landscaping work on the property including grass, trees, shrubs, hedges, flowers and flower beds. The cost of repairing any damage to any of the common elements by an owner shall be borne by the unit owner.

(B) Announcements and notices may be posted on the community bulletin board in the Mailroom in accordance with the Policy Statement on the use of the bulletin board.

(C) No other signs, advertisement, decoration or notice shall be inscribed, painted or placed on any part of the building or any of the common elements, including the windows, windows sills or projections, or elevators, without the prior written consent of the Board of Directors.

(D) The entries, sidewalks, passageways, hallways, stairwells, walkways and driveways that are part of the common elements shall not be obstructed by any owner or used for any purpose other than for entrance to and exit from the building, a unit or some other part of the common elements.

(E) No personal items, such as footwear, baby carriages, or shopping carts, are to be placed in hallways, including the areas adjacent to unit entrances.

(F) No goods and chattels may be left or stored on the common elements except as specifically authorized by the Declaration, By-laws and Rules or the Board.

#### **viii) LAUNDRY ROOMS**

(A) Laundry rooms are for the use of all owners regardless of the floor on which their unit is situated.

(B) Persons using the Laundry Room equipment shall observe Laundry Room etiquette as well as other notices and instructions posted in the laundry room area.

#### **ix) RECREATIONAL FACILITIES**

The Recreational Facilities include the indoor swimming pool, saunas, showers, changing rooms and toilets.

(A) Recreational Facilities are open from 6:00 am to 11:00 pm.

(B) Owners use the Recreational Facilities at their own risk. Children under twelve (12) years of age must be accompanied by an adult at all times and must not be left unattended.

(C) Owners shall wear cover-up clothing and footwear when going to and from the Recreational Facilities.

(D) Owners using the Recreational Facilities shall be governed by the rules posted in the swimming pool area.

(E) Bathing suits are required in the swimming pool.

(F) No food or drink is permitted except water in plastic containers.

(G) The Board of Directors shall have the right, in its absolute discretion, to withdraw from any resident the right to use the Recreational Facilities as a result of any breach of any rules in respect thereof or misuse of these facilities.

**x) ELEVATORS AND MOVING/DELIVERIES**

The following rules apply to owners and tenants, whether moving in or out. Owners are responsible for ensuring that their tenants adhere to these rules.

(A) The owner must give notice, of at least 30 days, of an intended move and a reservation made for the use of the service elevator, with the Building Manager.

(B) Normal hours of moving shall be from 9:00 am to 5:00 pm, Monday to Friday. No moves are permitted on Saturday or Sunday or statutory holidays.

(C) There is a non-refundable charge of \$50.00 for the use of an elevator for any move. Payment is to be made by cheque (not cash) payable to CCC No.145.

(D) A refundable deposit of \$200.00, also payable by cheque to CCC No. 145, is to be left with the Building Manager to cover the cost of possible damage to the common elements incurred during the move. This deposit will be returned if no damage occurs, 30 days after the move. The owner will be billed accordingly if damage in excess of \$200.00 occurs. The owner reserving the service elevator hereby authorizes the Corporation to deduct from the security deposit lodged with it the cost of any repairs. If the cost of repairs exceeds the amount of the security deposit the full cost of repairs less the amount of the security deposit shall be assessed against the owner reserving the service elevator as a common element expense.

(E) The owner shall be held responsible if their tenants fail to pay the \$50.00 charge in Rule 10(C), the \$200.00 deposit in Rule 10(D), or for any damage in excess of \$200.00 caused during the move.

(F) The owner must ensure that a responsible adult remains in the main floor lobby to supervise the move and maintain security. Failing this, a security guard must be hired for this purpose at the owner's or tenant's expense. In the absence of such a responsible person, the Board reserves the right to impose a penalty of \$100.00 to be taken out of the \$200.00 refundable deposit.

(G) The front doors must not be left open for extended periods during cold weather (below 0 degree C) or heat waves (above 30 degree C).

(H) Objects are not to be placed against the mirrors, brass finishes, or wallpaper or on the furniture in the main lobby, or floor lobbies.

(I) Owners must reserve a service elevator with the Building Manager for an appropriate time to receive deliveries such as large household appliances or furniture; meet the trades and/or delivery persons at the lobby and supervise the transfer of goods to their unit.

**xi) FIRE PREVENTION AND SECURITY**

(A) All fire doors to stairwells on all floors and the garbage room door, the basement doors and the garage doors shall be closed when not in use.

(B) Hazardous materials or products shall not be put into the garbage chute. It is strictly prohibited to store any hazardous materials in storage lockers.

(C) Smoking is prohibited in all common areas.

(D) Each unit owner shall ensure that the unit is in compliance with all requirements of the Fire Code. Without limiting the generality of the foregoing, each owner shall ensure that the unit contains working smoke detector (s) / smoke alarm (s) as required by the Fire Code. Smoke alarms must be tested regularly by the unit occupant.

The owner shall indemnify and save harmless the Corporation from any costs, damages, claims or expenses incurred by the Corporation by reason of his or her failure to satisfy the requirement of this Rule.

Where a unit is leased, the owner and tenant shall bear these responsibilities jointly.

(E) Building access doors shall not be left unlocked or wedged open for any reason.

(F) Owners and occupants shall not overload existing electrical circuits.

(G) No gas, wood or charcoal grills may be used in a unit or on a balcony.

(H) Blocking water sprinklers within the storage lockers is strictly prohibited.

(I) Use of a “natural” Christmas tree in a unit is prohibited.



**xii) DEBRIS, REFUSE AND GARBAGE**

(A) No debris, refuse or garbage shall be left or placed in or upon the common elements other than into the garbage chute or in the garbage bins provided for that purpose.

(B) Loose garbage is not to be deposited in the garbage chute. All garbage destined for the garbage chute must first be properly bound, packaged or bagged to prevent mess, odours and disintegration.

(C) Hazardous, toxic, poisonous or combustible materials shall not be put into the garbage chute or placed in the recycling bins.

(D) Recyclable papers, magazines, cartons, glass, metal and plastics shall not be thrown down the garbage chute, but shall be placed in the designated recycling bin.

(E) Glass (windows, drink glasses, dishes, mirrors, light bulbs) must be securely packaged in a cardboard box and labelled "GLASS" so garbage operators are aware of its contents.

**xiii) PETS**

(A) Pets weighing more than 10.5 kg (25 pounds) and all exotic pets are prohibited in all common elements and units. No unit shall have more than one resident dog.

(B) For the purposes of these rules, "resident dog" or "resident pet" shall mean a dog or pet which resides on a permanent basis with a resident in a unit.

(C) All resident pets shall be registered in writing with the Property Manager.

(D) A unit owner may be permitted to have a pet visit their unit, but written approval from the Board is required for any pet staying greater than 3 days. No unit owner will permit a guest pet to remain in their unit for more than 14 days. A unit owner breaching this rule will be treated in the same manner as set out below for nuisance pets.

(E) Permitted pets shall not be allowed to create a disturbance, and for the purpose of this provision "disturbance" shall mean any noise or objectionable behaviour which is annoying or disturbing to any owner/occupant, but nothing herein shall restrict the discretion of the Board.

(F) Every dog shall be carried by hand or be in a container or, if strictly supervised, be on a leash (maximum length 1.25 meters or 4 feet) when in the passageways, the elevators, and the lobbies, as well as in the garage and courtyard when not in a vehicle. Strict supervision shall include ensuring that no person is touched by the dog unless encouraged by that person and no common element furniture is touched. Any dog which starts to bark in the common elements (including balconies and the courtyard) shall be immediately removed from the common elements and any dog which starts to bark within a unit near the entrance door shall be immediately removed from that area.

(G) Other pets shall be carried by hand or be in a container when in the passageways, the elevators and the lobbies, as well as in the garage and courtyard when not in a vehicle.

(H) No pet shall be allowed in the swimming pool and its surrounding area or in the changing and laundry rooms.

(I) No pet shall be permitted to defecate or urinate on the common elements (including the balconies, the courtyard, the grounds and the garage). Every owner of a pet shall be responsible for the activities of such pet and any damage caused by it to any part of the property.

(J) No pet that is deemed by the Board in its sole discretion to be a nuisance shall be kept by any owner in any unit or on any part of the common elements. Any owner of such a pet shall, within two weeks of receipt of written notice from the Board respecting its removal, permanently remove such pet from the property.

(K) Notwithstanding the previous rules set out herein, service dogs deemed to provide essential living assistance to an owner with a disability shall be exempted from these rules to the extent necessary to accommodate such special need while not endangering the safety, security and quiet enjoyment of any other owner.

#### **xiv) RENOVATIONS**

(A) Any repairs to the units or common elements shall be carried out between 8:00 a.m. and 5:00 p.m. from Monday to Friday and between 9:00 a.m. and 4:00 p.m. on Saturday. No renovation and/or construction is permitted on Sunday and statutory holidays.

(B) Owners must follow the rules outlined in the Renovation/Restoration Guidelines. Owners are responsible to ensure that their contractors adhere to these Guidelines.

(C) ASBESTOS and OTHER HAZARDOUS SUBSTANCES – By Board Resolution dated June 3, 2013. All Owners must practice the following Occupational Health and Safety Act (and Regulations) requirements:

1. All residents are hereby notified that the condominium corporation has received an expert report, which has revealed the presence of certain hazardous substances in certain locations on the common elements and in the units. The attached report is a Designated Substance Survey (the “DSS”) prepared by Pinchin Environmental Ltd’ and dated April 12, 2013.
2. The hazardous substances revealed by the DSS, and their locations, are shown in the attached report.
3. The expert has advised that the hazardous substances do not represent a health risk as long as they remain in good condition and are not disturbed (for example, during repair or maintenance work in the area in question).

4. The expert has also provided, in the DSS, several recommendations with respect to the handling of asbestos-containing materials during any work performed on the property,
5. As required by Regulation 278105 under the Ontario Occupational Health and Safety Act, the Corporation has prepared and implemented the Asbestos Management Plan to handle asbestos present on the property on an on-going basis.
6. Pursuant to the Asbestos Management Plan, and according to the Ontario Occupational Health and Safety Act (and Regulations), all residents are required to:
  - advise any workers employed by the resident of the information contained in the DSS;
  - advise any workers employed by the residents of the contents of the Corporation's above-noted Asbestos Management Plan; and
  - ensure that all workers employed by the resident to undertake any work which may disturb asbestos-containing materials have received the appropriate-training to undertake such work, in accordance with the Ontario *Occupational Health and Safety Act* (and Regulations), and undertake all such work in accordance with the Asbestos Management Plan.

**xv) RULES AND GUIDELINES ON THE USE OF PARK SQUARE WORKSHOP**

The following rules and guidelines have been made in consultation with the Board of Directors and the current users of the Park Square Workshop, in order to promote proper usage of this facility, enhance the safety and security of all members and prevent unreasonable interference with its use and enjoyment.

**PART I: RULES**

1. The workshop is for the use of all "owners and residents". The term "owners and residents" shall include any other person occupying the unit with the owner's or residents' approval, including a family member, guest or tenant.
2. Children using the workshop, under 16 years of age must be accompanied by an adult at all times and must not be left unattended.
3. Use of the workshop is at the owners' and residents' own risk.
4. Owners and residents using the workshop must sign a waiver form: "CCC 145 Release and Indemnity Respecting Use of the Park Square Workshop".
5. The workshop should always be locked and is accessible only to those who have purchased a key from the Resident Building Manager.
6. Users of the workshop shall appoint a Coordinator who will keep track of all who have access to the workshop and who will post an up to date list of users in the workshop.
7. Users of the workshop shall sign the log sheet each time they use the workshop.
8. Smoking in the workshop is strictly prohibited. No one will be allowed in the workshop if they are under the adverse influence of drugs or alcohol.
9. Safety practices must be observed at all times.
10. Powered machinery and other woodworking equipment in the workshop may not be used by workshop users unless they are also members of the Park Square Seniors Hobby Group (PSSHG).

11. The Workshop Coordinator shall have the right, in his absolute discretion, to withdraw from any owner or resident the right to use the workshop as a result of any breach of any of the above Rules or misuse of the facility.

## PART II: WORKSHOP GUIDELINES

1. The workshop is a shared space and must be left clean after use. Respect for other users will be observed at all times.
2. Projects in progress may be temporarily left out so long as that does not likely impede use of the facilities by others. A note shall be clearly displayed on the work in progress with the person's name, unit number and telephone number.
3. The entry door must be kept fully open at all times when the workshop is occupied.
4. All tools and materials used in the making of projects and in pursuit of hobbies will be provided by the user with the exception of members of the Park Square Seniors Hobby Group (PSSHG) who share tools that are the property of the group.
5. The workshop is comprised of two rooms. The room farthest from the entry door is to be maintained as a clean room and ventilated accordingly. Activity that may generate dust of any kind shall be confined to the first room.
6. The last user of the workshop will turn off the lights and lock the door with the dead-bolt (upper) lock on exiting.
7. Storage space may be available. The name of the person using the storage space must be displayed on the secured space. The Coordinator shall determine space availability and the rates to be charged shall be the same rate as those applied to the Park Square Seniors Hobby Group.

## PART III: Additional Rules and Guidelines that apply to members of the PARK SQUARE SENIORS HOBBY GROUP (PSSHG)

1. Membership in the PSSHG is open to all persons who are already entitled to use the Park Square Workshop and prepared to abide by these additional rules and guidelines.
2. For an annual fee of \$25, payable to Park Square Seniors Hobby Group, members will receive a key to the machinery key box that contains keys to the power tools and locked cabinets.
3. Funds held by the PSSHG shall be used for equipment, materials and services that are of common benefit to its members.
4. The tariff for lockable storage space shall be \$0.25/cu. ft. rounded up to the lowest multiple of \$0.25\* per month.
5. A list of current members shall be posted in the Workshop.
6. A machine or tool owned in common by PSSHG shall not be used until the user has become fully familiar with its safe usage.
7. The dust collector shall be used on all equipped machines to which it can be attached.
8. Before leaving the Workshop all machines and tools that have been used during that visit will be locked, keys returned to their allocated location in the key box, the key box locked, machines unplugged and extension cord(s) detached and not left as a tripping hazard

\*This translates to \$4 for a locker. The advantage of a per volume basis is that as and when other lockable space is available there is an equitable fee structure.

## Part IV: PSSHG GUIDELINES

### Always Wear Safety Equipment

The first and most important rule of woodworking is to wear appropriate safety equipment. While hearing protection is necessary for some very noisy tools such as routers and surface-planers, and latex gloves may be necessary when applying finishes, there is no time in the wood shop that you should be without your safety glasses. Put them on when you enter the shop, and don't take them off until you leave. Your eyesight is too important to take chances.

### Wear Appropriate Clothing

Whenever working in the wood shop, remember to avoid loose-fitting clothing, as you wouldn't want any of your attire to become entangled in a saw blade or cutting head. Wear clothes that are comfortable for the environment in which you're working, but also will protect your body from any wayward wood chips that might result from cutting. Before beginning, remember to remove any dangling jewelry such as neck chains or bracelets.

Do not wear gloves when using machinery and preferably have bare forearms.

Do not wear sandals or open toed footwear.

### Avoid Drugs and Alcohol

Intoxicating substances and woodworking are a dangerous mix. Stay out of the wood shop if you are even remotely under the influence of any intoxicants.

While it may seem harmless for the weekend woodworker to crack open a beer (or six) while working on a project, avoid the temptation until you're finished with the woodworking. You're going to be much less likely to encounter a problem if you're clean and sober when working with your power tools.

### Disconnect Power Before Blade Changes

Whenever you need to change a blade or bit on a power tool, always disconnect the electricity to the power tool before even beginning the blade change (Don't just check to see that the switch is off, as a switch could get bumped or malfunction.) Many a woodworker has lost fingers (or worse) by forgetting this simple but very important rule. Some woodworkers even go as far as to affix the wrenches to the power cables so there is NO chance they'll forget to disconnect the power.

### Try Using One Extension Cord

Here's a very useful tip. For all 110-volt power tools in the shop, use one heavy-duty extension cord. Not one per tool, but one TOTAL. This way, one is forced to switch the cord from tool to tool before the tool can be used. In this manner, you are always remembering to plug and unplug the power when moving

from one tool to another, and you'll be more cognizant of the need to disconnect the power when making bit or blade changes.

### Use Sharp Blades & Bits

This one seems like a no-brainer, but a dull cutting tool is a dangerous tool. If a saw blade is not as sharp as it ideally should be, the tool and the woodworker will have to work harder to complete the desired task. In such cases, the tool will be more likely to kick-back or bind. Besides, a sharper cutting tool will produce a cleaner cut, so there are more than just safety advantages here. Keep the blade sharp and clean of pitch, and you'll be safer and have better results.

### Always Check for Nails, Screws and Other Metal

Another no-brainer tip which doesn't bear mentioning, so that's why it's going to be mentioned here: Always check the stock you're preparing to cut for any metal (nails, screws, staples, etc.) before beginning a cut. Nails and rapidly spinning saw blades are not a good mix. Not only can this damage the cutting head and the stock, but at the very minimum, can cause the stock to kick back, which is a common cause of injury. Inspect the stock (or better yet, use a metal detector) before cutting.

### Always Work Against the Cutter

Woodworking Power Tools are designed so that the direction that the wood moves through the tool (or the direction that the tool moves across the wood) is in the opposite direction of the movement of the cutting head. In other words, a router bit or saw blade should cut against the motion and not with it. The cutter should cut into the stock, not with the stock.

### Never Reach Over a Blade to Remove Cut-Offs

When working on a Table Saw, Miter Saw, etc., never put your hands anywhere near the moving blade, especially when attempting to remove waste or cut-offs. Wait until the blade has stopped moving and THEN reach for the cut-off. Better yet, once the saw blade has stopped, use a piece of scrap or a push stick to move the waste away from the blade. Remember that switches can be inadvertently bumped or malfunction, so just because the blade has stopped, don't relax and put your hands too close.

### Avoid Distractions

Distractions are a part of everyday life, and working in the wood shop is no different. When you are summoned or distracted while in the middle of performing an action with a power tool, remember to always finish the cut to a safe conclusion before dealing with the distraction. Taking your attention away from the woodworking tool is a recipe for disaster. Do not wear a head-set, or ear protection.

1. Think through the whole cycle of a machining event before switching machine on.
2. Plan for support of material exiting from table saw.



Carleton Condominium Corporation No. 145

**RELEASE AND INDEMINITY RESPECTING USE OF PARK SQUARE WORKSHOP**

TO: Carleton Condominium Corporation No. 145 and all directors, officers, employees and agents of the condominium corporation, as well as all owners and residents of units in the condominium [herein collectively called “the Corporation”]

The undersigned hereby agrees to assume and accept full responsibility for any loss, costs, damages or injuries that he or she may suffer to his or her person or his or her property as a result of his or her use of the workshop.

The undersigned further releases and indemnifies and saves harmless the Corporation from any and all claims, demands or liability related in any way to the use of the Workshop by the undersigned or the members of his or her family, or his or her guests or by the occupants of his or her unit.

The undersigned recognizes that working in the Workshop brings numerous risks of injury or harm.

**The undersigned further declares and agrees as follows:**

- I am a resident of Carleton Condominium Corporation No. 145, I am at least 16 years of age, and have read, and agree to abide by the Workshop Rules.
- I acknowledge and understand that activities in the Workshop are not monitored or supervised.
- I acknowledge that I am solely responsible for obtaining any and all medical advice which may be required prior to using the Workshop.
- I have no allergies, disabilities or other special needs that inhibit my personal safety or that of others.
- I further agree to indemnify the Corporation against any loss, costs or damages incurred by the Corporation by reason of a breach on any of the Workshop Rules by myself, my family, guests, agents or occupants of my unit, which amounts may be recovered by the Corporation against me in the same manner as common expenses.
- I further agree to co-operate with the Board of Directors, Management and Staff to ensure that the Workshop continues to be a safe and valuable asset of the Corporation.
- Upon signing this release and indemnity, I have received a key to the Resident Workshop, and I accept full responsibility for that key. I agree to accompany at all times, and be responsible for, anyone that I allow into the Workshop.

The undersigned acknowledges having read and understood this release and indemnity.

SIGNED AT OTTAWA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Unit Owner \_\_\_\_\_ Witness \_\_\_\_\_



Name of Unit Owner (please print) \_\_\_\_\_ Unit Number \_\_\_\_\_

**xvi) ENFORCEMENT**

(A) The interpretation, meaning or application of these rules shall be determined by the Board, acting reasonably and within the spirit and intent of the Corporation's Declaration, By-Laws and Rules.

(B) If, in the opinion of the Board, an owner contravenes any of these rules, such owner may be directed to take remedial action.

(C) The cost of any loss or damages incurred by the Corporation by reason of a breach by any owner of any of these Rules shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

(D) No decision of the Board shall take effect until the owner has been notified in writing.

(E) An owner shall cease to be in breach of any of these rules upon written notice from the Board.

**xvii) ASBESTOS AND OTHER HAZARDOUS SUBSTANCES  
[Board Resolution dated June 3, 2013]**

Definitions

Owner: Shall include Owners, their families, visitors, agents, tenants and occupants of the unit.

Any other words and phrases which are defined in the Condominium Act, 1998 (as amended from time to time), or the Regulations thereunder or any successor thereto (the "Act") shall have ascribed to them the meanings set out in the Act.

1. Asbestos and Other Hazardous Substances

All Owners must practice the following Occupational Health and Safety Act (and Regulations) requirements:

17.1 All residents are hereby notified that the condominium corporation has received an expert report, which has revealed the presence of certain hazardous substances in certain locations on the common elements and in the units. The attached report is a Designated Substance Survey (the "DSS") prepared by Pinchin Environmental Ltd' and dated April 12, 2013.

17.2 The hazardous substances revealed by the DSS, and their locations, are shown in the attached report.

17.3 The expert has advised that the hazardous substances do not represent a health risk as long as they remain in good condition and are not disturbed (for example, during repair or maintenance work in the area in question).

17.4 The expert has also provided, in the DSS, several recommendations with respect to the handling of asbestos-containing materials during any work performed on the property,

17.5 As required by Regulation 278105 under the Ontario Occupational Health and Safety Act, the Corporation has prepared and implemented the Asbestos Management Plan to handle asbestos present on the property on an on-going basis.

17.6 Pursuant to the Asbestos Management Plan, and according to the Ontario Occupational Health and Safety Act (and Regulations), all residents are required to:

- (a) advise any workers employed by the resident of the information contained in the DSS;
- (b) advise any workers employed by the residents of the contents of the Corporation's above-noted Asbestos Management Plan; and
- (c) ensure that all workers employed by the resident to undertake any work which may disturb asbestos-containing materials have received the appropriate-training to undertake such work, in accordance with the Ontario *Occupational Health and Safety Act* (and Regulations), and undertake all such work in accordance with the Asbestos Management Plan.

**xviii) RULE REGARDING SMOKING (June 25, 2018)**

WHEREAS:

1. Section 58 of the Act permits the Board to pass a Rule that promotes the safety, security and welfare of residents and property, which includes the common elements and units as well as a Rule that prevents unreasonable interference with the use and/or enjoyment of the common elements and units;
2. Section 117 of the Act prohibits an activity from being carried out on the common elements or in any unit that is likely to cause property damage or cause injury to an individual;
3. The Corporation recognizes that the common elements and units serve as a workplace for the property manager, superintendent, and any and all workers and tradespeople who may attend the Corporation from time to time;
4. The Corporation is concerned about the irritation and known health risks of exposure to second-hand smoke, increased risk of fire, and increased maintenance and cleaning costs associated with all forms of smoking, including tobacco, cannabis, and/or its derivatives, and/or any substance that could be smoked by an individual;

5. Second-hand smoke is known to drift through walls and ventilation systems and to contaminate air in common areas and individual units. It is not reasonably possible to completely prevent this migration of smoke with our current ventilation system;
6. The Corporation has a duty to take reasonable steps to address complaints of second-hand smoke; and
7. The Smoke-Free Ontario Act of Ontario already prohibits smoking in any and all common areas of the condominium.

NOW THEREFORE THE FOLLOWING IS ENACTED AS A RULE OF THE CORPORATION, AS FOLLOWS:

### 18.1. DEFINITIONS

“Owner” shall mean the registered owner of the unit.

“Resident” shall mean any individual(s) occupying a unit with the Owner’s consent, permission or approval, whether or not pursuant to a lease agreement.

“Unit” shall mean any residential unit in the Corporation.

“Smoking” shall include the smoking, inhaling, exhaling, vaporizing and use of any substance or product, including but not limited to cannabis, tobacco, cigarette, pipe, cigar, electronic smoking device that creates smoke, aerosol or vapour of any sort or any similar product emanating vapour or smoke and any illegal substance.

“Cannabis” includes any of the preparations such as marijuana and hashish or any other substance that is derived from a cannabis plant.

### 18.2. RESTRICTION ON SMOKING

Except as otherwise grandfathered by this rule, smoking is prohibited:

Within the units, on or in any exclusive-use common element (including balconies, patios or terraces);

- In any interior common element; and
- On the exterior common elements.
- This prohibition applies to anyone on the property, including owners, tenants, occupants and visitors.

### 18.3. GRANDFATHERING

Notwithstanding the foregoing, this Rule shall not apply to any Owner or Resident residing in a Unit at the date that this Rule takes effect, who:

1. A) Smokes tobacco or tobacco products in their Unit and/or on the exclusive use common element balcony attached to the said Unit,
2. B) Wishes to continue Smoking in their Unit and/or on the exclusive use common element balcony attached to said Unit.
3. C) The grandfathering provision will not permit the occupant to smoke cannabis, marijuana or any substance other than tobacco.
4. D) For the grandfathering to apply, the resident must register with the Corporation on or before the thirtieth (30th) day following the effective date of these rules, by completing the CCC145 Form: GRANDFATHERING REGISTRATION FOR SMOKING.
5. E) The grandfathering applies to smoking in their units and their balconies\* only. A grandfathered resident is not allowed to smoke on any portion of the common elements where smoking is prohibited by this Rule.
6. F) Grandfathered residents must take reasonable steps to ensure that the smoke does not migrate to the common elements or to other units. All doors and windows should be closed; appropriate air filtering and purifying systems are installed to ensure prevention of second-hand smoke or odours to migrate from the resident's unit to other units or the common elements.
7. G) All costs incurred to prevent migration of smoke or odour to other units is the responsibility of the grandfathered resident.
8. H) If a complaint is received by the Corporation regarding smoke or odours entering other units or common elements due to smoking in a grandfathered unit, and cannot be resolved by the concerned parties and to the satisfaction of the Board, the Board has the discretion to end the grandfathering status of the unit and thereby prohibit smoking in the unit.
9. I) A Grandfathered Unit exemption shall automatically terminate upon one of the **following occurrences**:
10. i) The sale or transfer of the Unit in which the grandfathered individual(s) reside;
11. ii) The termination of lease of a Grandfathered Unit, if the Grandfathered Unit exemption was granted to a tenant; and

iii) If the individual(s) whose smoking use has been granted a grandfathered exemption ceases to reside in the Grandfathered Unit.

#### 18.4 CANNABIS

A) Smoking of cannabis is prohibited in all units and areas as outlined above.

B) No one shall cultivate, sell, produce, process or test cannabis or substances that contain cannabis in any unit, on any common element, and exclusive-use common elements including balconies, terraces or anywhere on the Corporation's property, inside or out.

#### C) MEDICAL EXEMPTION

The Board, at its discretion, may give written permission for a resident to smoke cannabis in the unit. The Medical Exemption would only apply to the individual that requires the exemption, and not to any visitors or guests of the individual's unit. The resident will be asked:

i) To provide written evidence from a physician sufficient to explain the medical need, including why it is necessary for the resident to smoke cannabis in the unit (rather than somewhere else); and also to explain why the cannabis must be smoked and that there is no other means of ingesting, administering or otherwise using the medically required substance other than smoking such substance.

ii) If allowed to smoke cannabis, the smoker must take reasonable steps to ensure the smoke does not migrate to the common elements or to other units (which could cause nuisance, disturbance or harm to other residents of the building, or their guests). Without limiting the generality of the foregoing, the smoker must ensure that:

- 1) All windows and exterior doors are closed when smoking takes place inside the unit;
- 2) Any exhaust fans are turned on while smoking; and
- 3) Appropriate air filtering and/or purifying is installed to prevent second-hand smoke from entering neighbouring units or the common elements.
- 4) All costs incurred to prevent the migration of smoke or odour to other units or common areas is the responsibility of the Medically Exempted Resident.

#### 18.5 ENFORCEMENT

1. This Rule shall take effect upon the approval of the Board and 30 days after the Board has given notice of the Rule to the Owners. It applies to all persons including, but not limited to Owners, Residents and invitees of the same, tradespersons, and visitors to the Corporation.
2. Any and all losses, costs or damages incurred by the Corporation by reason of a breach of this Rule by an Owner, Resident and/or their family, tenant, guest, visitor, servant and/or agent, shall be paid for by the Owner of the Unit and may be recovered by the Corporation against the Owner in the manner as common expenses.
3. Notice of this Rule shall be included in all Status Certificates prepared by the Corporation as of the date of entry into force of this Rule.

#### \*Smoking on Balconies

This privilege acknowledges that some grandfathered smokers may prefer to smoke on their balconies. Likewise, many non-smoking residents feel that having a grandfathered smoker smoke on their balcony may cause less harmful second-hand smoke and odour effects than if a grandfathered smoker stayed in their unit when smoking. However, if a complaint is registered by a non-smoking resident and cannot be resolved by the parties involved, the Board reserves right to revoke the balcony option for the grandfathered smoker.

#### **xix) BIKE ROOM (November 4, 2020)**

The following rules and guidelines have been made in consultation with the Board of Directors and the current users of the Park Square Bike Room, in order to promote proper usage of this facility, enhance the safety and security of all members and prevent unreasonable interference with its use and enjoyment.

19.1 The Bike Room is available for the use of all owners and registered residents.

19.2 All bikes must be registered and tagged. Registration forms are available in the Bike Room or can be obtained by contacting the Bicycle Committee at [bicycleroom@ccc145.ca](mailto:bicycleroom@ccc145.ca).

19.3 Bike room spaces are available on a first-come, first-served basis. Spaces are neither assigned nor reserved.

19.4 The bike room is a shared space and must be kept clean and tidy. Loose items such as wheels, chains, locks, bags, baskets, rags, helmets should be stored with your bike so that they do not take up unnecessary space.

19.5 If you are an infrequent rider, please consider relocating your bike to a spot further back in the room to allow frequent riders easier access in and out.

19.6 Use of the Park Square Bike Room is at the owner's and resident's own risk.

19.7 Park Square CCC145 is not responsible for lost, stolen or damaged items.

**xx) LOCK BOXES ( May 5, 2021)**

The installation of lock boxes is strictly prohibited on all interior and exterior common elements, including but not limited to lock boxes used by contractors and / or real estate agents. Any lockbox installed after the implementation date of this rule will immediately be removed by the corporation without further notice and without reimbursement to the owner of the lock box. Any damages, losses, thefts, or any other costs incurred by the corporation as a result of a breach of this rule shall be charged back against the unit owner having installed, allowed, or authorized the installation of a lock box on the property

## Board Policy Statements

### A) ATTENDANCE OF DIRECTORS AT BOARD MEETINGS

Pursuant to the Condominium Act, 1998, Section 56 (1) (b) “to regulate board meetings...” and By-Law No. 1, Section 11 (2) “The Directors may meet, adjourn or otherwise regulate their meetings as they think fit.” as set out in the Declaration for C.C.C. No. 145, the following policy statement governing the attendance of Directors of the Corporation at regularly scheduled meetings of the Board is proposed for the Board’s consideration:

Every Director of the Corporation will endeavour to be in attendance in person at each regularly scheduled Board meeting, generally on a monthly basis. A Director who is absent from either three consecutive or half (50%) of the regular Board meetings will tender his/her resignation from the Board. The Board reserves the right to derogate from the application of this policy when, in its judgment, mitigating circumstances prevail. This policy in no way precludes a Director who is not physically present at a given Board meeting from participating in said meeting, albeit in an ex officio manner, via teleconference.

By Resolution of the Board, July 2010

### B) RETURNED CHEQUES AND LATE PAYMENTS

This policy is based on the following Corporation documents:

#### EXTRACT FROM BY-LAW NO. 1

Article IX – Assessment and Collection of Contributions Towards Common Expenses

#### Default

41. In the event an Owner is in default in payment of any levy for Common Expenses or Reserve Funds hereunder and such default continues for a period of fifteen (15) days, the Board may in its sole discretion take such steps as may be necessary to enforce collection thereof and there shall be added to any amount found due, interest at the rate of 1% per month, or such other rate of interest as the Corporation may by By-law from time to time determine, and all legal and other collection expenses incurred by the Corporation.

#### EXTRACT FROM RULES

#### G. Common Expenses

1. The Board will levy a charge of \$25.00 when cheques which are submitted for payments to CCC # 145 are returned or when payments are submitted late. By-Law 1, Article 39(2) states that payment of

condominium fees is due on the first of each month. The notices of other payments will state the date on which such payments are due.

### **NSF Cheques**

Cheques and pre-authorized payments submitted to the Corporation by owners and/or residents in payment of monthly condominium fees, locker rentals, elevator bookings, key or FOB purchases and/or any other form of payment made by cheque from time to time, will be subject to an administrative fee in the event such cheque is returned by the bank for insufficient funds, or for any other reason whatsoever. This administrative fee, as specified in the currently applicable Rule which may be modified from time to time in accordance with Section 59 of the Condominium Act of Ontario, 1998, will be added by the Corporation against the unit owner's account and will be collectible in the same fashion as common element fees.

The Board of Directors reserves the right to waive such administrative fees and may do so at its sole discretion.

### **Late Payments**

As required by the Declaration, payments of monthly condominium fees are due on the first of each month. Payments received after such date will be subject to an administrative fee, as specified in the currently applicable Rule.

Late payments for Special Assessments will also be subject to the same administrative fee.

This administrative fee will be added by the Corporation against the unit owner's account and will be collectible in the same fashion as common element fees.

The Board of Directors reserves the right to waive such administrative fees and may do so at its sole discretion.

### **For Both NSF Cheques and Late Payments**

The Condominium Manager will send the Owner a courtesy reminder via letter or email during the first 10 operating days following the due date of payment.

If payment or response is not received by the 15th operating day following the due date, as specified in the Declaration, the matter will be sent to legal counsel for collection.

## **C) CORRESPONDENCE**

All correspondence addressed to the Corporation (CCC 145), to the Board of Directors, to individual Board members and/or to Property Manager which are received either in person, by mail, by email or by



courier at 151 Bay Street or at the Property Management company's offsite offices, are to be handled as follows:

All correspondence will be opened by the Property Manager unless noted "Personal and Confidential" on the envelope;

All correspondence addressed to the Property Manager shall be acknowledged by the Property Manager in writing, in person or by phone at her/his discretion, based on the nature of the correspondence; and acted upon.

Issues which fall within the Property Manager's scope of authority, such as Requests for Service, Rules Enforcement, Board Policies' application, are to be handled without further Board involvement and a copy of such correspondence shall be provided for Board review at the next meeting;

All correspondence addressed to the Board shall be acknowledged by the Board's Secretary, in writing, and the Board may reply, if it so chooses, to requests for information, explanation of Board policies or other corporate matters, while ensuring that the Property Manager is copied with the correspondence;

Issues which require new policy directives, a change in policy directive or a Board decision pertaining to a specific unit shall be placed on the meeting agenda for consideration by the Board of Directors;

Decisions made by the Board relating to items placed on a Board agenda shall be confirmed in writing by the Board Secretary or by the Property Manager by way of correspondence to the Owner, or by way of notation in the Board minutes, at the Board's discretion;

Anonymous correspondence will be neither acknowledged nor given a response.

By Resolution of the Board of Directors, April 7, 2021

#### **D) USE OF THE BULLETIN BOARD**

There are three notice boards located in the Mail Room. Official announcements from the Board of Directors are posted on the glass-covered board. A second board contains Management's notices of work being done in the building that affects residents. The third is the Community Board where residents can post notices of specific interest to the Park Square community.

#### **The following guidelines shall govern the use of the Community Bulletin Board:**

1. The board is for the exclusive use of residents.
2. All notices shall clearly identify the resident or group posting the notice and their contact information.
3. All notices shall be dated and removed two weeks after the initial posting.

4. The board shall be used to post community events, announcements and notices. . Where space is limited, posting notices endorsed by the various Park Square Committees shall have precedence.
5. The board can be used to announce the sale of condominium units at Park Square by the owner or a real estate agent.
6. The board shall not be used for the purpose of advertising goods not owned by residents.
7. The board shall not be used for the purpose of advertising external services.
8. The board shall not be used for the dissemination of political and/or religious materials;
9. The board shall not be used to post materials or statements which may be deemed to be erroneous;
10. The board shall not be used to post materials or statements which may be considered defamatory, slanderous or libelous to the Corporation, any owner, resident, director, officer, manager, staff or contractor of the Corporation;
11. The board shall not be used to post any materials which may negatively impact Park Square's reputation and/or property values.
12. The board shall not be used to post materials which may be deemed to be abusive, offensive, or vulgar.

In order to protect the Corporation from potential liability, and with the goal of fostering and maintaining a harmonious living environment for its owners and residents, the Board of Directors hereby appoints the Secretary of the Board, or in the Secretary's absence, any other Board Director designated for this purpose, to monitor items posted on the bulletin board.

Any posting which in the sole discretion and opinion of the Secretary of the Board does not comply with the above noted guidelines and criteria shall be removed by the Secretary of the Board and submitted to the Board of Directors for their consideration at their next regularly scheduled meeting. The Secretary of the Board shall also have the authority and discretion to remove or reduce the number of postings and notices in the board when space is needed.

## **E) OCCUPATIONAL HEALTH AND SAFETY**

The Board of Directors of Carleton Condominium Corporation No145 (the "Corporation") are vitally interested in the health and safety of its employees. Protection of employees from injury or occupational disease is a major continuing objective. The Corporation will make every effort to provide a safe and healthy work environment. All supervisors and workers must be dedicated to the continuing objective of reducing risk of injury.

The Corporation, as employer, is ultimately responsible for worker health and safety. The Corporation gives its promise that every reasonable precaution will be taken for the protection of workers.

The Corporation will be held accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety. Workers should avoid hazardous conditions and should promptly notify the Condominium Manager of any unsafe chemicals, products or conditions.

Every worker must protect his or her own health and safety by working in compliance with the law and with safe work practices and procedures established by the Corporation, from the president to the workers.

It is in the best interest of all parties to consider health and safety in every activity. Commitment to health and safety must form an integral part of this Condominium.

## **F) WORKPLACE HARASSMENT**

The Board of Directors of CCC No 145 is committed to providing a work environment in which all individuals are treated with respect and dignity.

Workplace harassment will not be tolerated from any person in the workplace. Everyone in the workplace must be dedicated to preventing workplace harassment. Managers, supervisors, workers, unit owners and residents are expected to uphold this policy and will be held accountable for their actions by CCC 145.

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace – a comment or conduct that is known or ought reasonably to be known to be unwelcome. This may include making remarks that demean, ridicule, intimidate or offend; displaying or circulating offensive materials; bullying and yelling at workers; intimidating phone calls or e-mails; inappropriate sexual advances; attempts to direct work performed by workers by those not authorized to do so; and perceived threats of physical violence (shaking a fist in a worker’s face).

Harassment may also relate to a form of discrimination as set out in the Ontario Human Rights Code, such as discrimination based on gender, religious beliefs, ethnic background, etc. This policy is not intended to limit or constrain the reasonable exercise of management functions in the workplace.

Workers are encouraged to report any incidents of workplace harassment to their supervisor. Should the supervisor be the source of the harassment, workers are encouraged to report such incidents directly to the Board of Directors. Management will investigate and deal with all concerns, complaints or incidents of workplace harassment in a fair and timely manner while respecting workers’ privacy as much as possible. Nothing in this policy prevents or discourages a worker from filing an application with the Human Rights Tribunal of Ontario on a matter related to Ontario’s Human Rights Code within one year of the last alleged incident. A worker also retains the right to exercise any other legal avenues that may be available.

## **G) PRIVACY**

Carleton Condominium Corporation No. 145 (“CCC145”) recognizes the need to protect Personal Information in the course of collection, use, or disclosure of the said Personal Information, in accordance with:

- 1) The Condominium Act, 1998 (the “Act”); and

2) The laws of the Province of Ontario regarding the protection of Personal Information.

The purpose of this policy, consistent with the Act and the laws of the

Province of Ontario regarding the protection of Personal Information, is to balance the collection, use, and disclosure of Personal Information in a manner that recognizes the requirement to protect the privacy rights of owners and residents with the need to ensure a safe and secure environment for owners and residents and the secure maintenance of common areas.

CCC145 was incorporated pursuant to the Act and is charged with the obligation of managing the property and the assets of the corporation on behalf of the owners. CCC145 does not “carry on business” as per the Personal Information Protection and Electronic Documents Act (PIPEDA) for commercial purposes and has only the foregoing specific objects.

In managing the property and assets of the corporation, CCC145 may, from time to time, hire other professionals, such as lawyers and accountants, in addition to property management, who may require access to the documents and records of CCC 145. These professionals are required to adhere to the privacy legislation of Ontario as well as the legislation governing their professions and will be required and expected by CCC145 to uphold the privacy of all residents and owners as required by such legislation.

**DEFINITIONS:**

- i. “Personal Information” means information about a unit owner that has been provided by the unit owner or its representative, including Medical Information and/or estate information, about a unit owner. Personal Information may include name, age, unit number, parking number, email address, phone numbers, and/or emergency contact information.
- ii. “Medical Information” means information pertaining to the health of a unit owner and providing the unit owner/its representatives with estate information about a unit owner’s living and testamentary intention regarding property and/or personal care.
- iii. “Information” shall mean any and all forms of Information however stored about an identifiable individual including Personal Information and or other types of Information obtained by way of written notice by the owner, the public domain, and/or Security Camera System.
- iv. “Security Camera System” shall mean the electronic, digital or wireless surveillance system and devices that enables continuous or periodic video recording, observing or monitoring of CCC145’s common elements.
- v. “Storage Device” refers to a videotape, computer disk or drive, CD ROM, computer chip or other device used to store the Personal Information, recorded data or visual, audio or other images captured by the Security Camera System.
- vi. “Privacy Officer” refers to an individual or organization which shall be responsible for managing and protecting the Personal Information and Security Camera System obtained and/or utilized by CCC145.

vii. “Property Manager” refers to the individual or organization with which CCC 145 has contracted for the purpose of providing property management services at CCC 145 as more fully outlined in the contract for services entered into between the said individual or organization and CCC145.

## PRIVACY OFFICER

The Board of CCC 145 hereby assigns the Property Manager to act as the Privacy Officer for the Corporation. The Privacy Officer may designate an individual to act on his/her behalf, who has signed an oath of confidentiality and has received the necessary training on how to treat personal information. The Property Manager, in his/her capacity as Privacy Officer, shall determine the sufficiency of such training and be responsible for ensuring the adequacy of same.

Subject to the disclosure requirements of Section 55 of the Act and Protecting Condominium Owners Act 2015, and under the direction of its Privacy Officer, CCC 145 shall:

1. Collect Personal Information from unit owners and residents only as is necessary to manage the affairs of the condominium corporation.
2. Not disclose the Personal Information of any unit owner or resident that is collected except as may be required by any Court, Arbitrator, or Administrative Tribunal or as may be consented to by the unit owner or resident involved; and
3. All Information that is already made public through telephone, other public directories, or social media shall not be part of this Privacy Policy as it is already part of the “public domain”. For greater clarity, CCC145 and the Privacy Officer are not obligated to obtain consent for the use, disclosure, or collection of Personal Information in its possession for the purposes of fulfilling CCC145’s obligations under the Act or in respect of Information in the public domain. Further, CCC145 has implied consent to use, disclose, and collect Information for the purposes of fulfilling the obligations and duties of CCC145 on the basis that every owner, occupant, mortgagee, tenant, lessee, or licensor, related directly or indirectly to CCC145, are bound to comply with the Act.

## VIDEO SURVEILLANCE

The Board is cognizant of the privacy provisions of Ontario’s Freedom of Information and Protection of Privacy Act (FIPPA) and Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The following guidelines have been developed by the Office of the Privacy Commission of Canada’s Guidelines for Overt Video Surveillance:

- Individuals have the right to know who is watching them and why, what information is being captured and where, and what is being done with the recorded images.
- Clear and understandable notice should be posted indicating where video surveillance is undertaken.
- Information collected through video surveillance should only be used for the purpose that surveillance is being undertaken, or for purposes that are permitted by law.

- Cameras will not be aimed at areas of where people have a heightened expectation of privacy for example washrooms, windows, unit door entrances.
- Sound will not be recorded unless there is a specific need to do so.
- The recorded data is stored in a secure location and access is granted to a limited number of individuals. The program does self-storage and self-selection. Every two weeks, data that is two weeks old is automatically erased and recorded over. This is on a continuous basis. Individual data may be saved and recorded to a DVD disc when an incident is reported but it would have to occur within the two-week window offered by the program.

The Security Camera System, comprising of closed-circuit cameras, forms an integral part of the overall security system. This also includes locks, doors closers, key FOBs, and garage door remotes. At the same time, the need to conduct video surveillance must be balanced with the owners' and residents' right to privacy and the right to lead their lives free from scrutiny. The Security Camera System has been installed on the common elements to detect vandalism and other malicious acts. With these guidelines in mind, CCC145 undertakes the following:

1. Video surveillance will be used in public areas affecting the security of residents and common areas where potential acts of vandalism may occur. The Board shall have unlimited discretion in determining which areas require video surveillance and shall make such determinations by resolution of the Board.
2. Except in circumstances outlined in paragraph 3 below, signs in all areas where video surveillance is used will be posted.
3. No cameras shall be pointed at what are considered the private and personal space of residents, such as their front doors, unless it is determined by the Privacy Officer that such surveillance is necessary and the consent of the affected owner or resident, in writing, is obtained by the Privacy Officer. The Board shall have unlimited discretion in determining which areas constitute the private and personal space of residents and shall make such determinations by resolution of the Board.
- 4) Information captured by the Security Camera System shall be stored in the Storage Device for two weeks, and upon the expiry of two weeks – without a request to preserve the said Information received within two weeks of the Information being captured – all Information shall be automatically erased and/or recorded over by the Security Camera System. In special circumstances, and where a request to preserve the said Information is received and approved of by the Board within the two weeks of the Information being captured, the Information may be retained longer than two weeks. This shall be done if it is necessary to examine, review, or report an incident that occurred in the space under surveillance. Once erased, the Information can no longer be reconstructed or retrieved. The Board shall have discretion in determining whether to retain the Information captured by the Security Camera System beyond the two-week period and shall make such determinations by resolution of the Board.
5. The Privacy Officer will be responsible for the safe storage and any access to recorded Information.

6. The Privacy Officer will be the only person to review the recorded Information unless an issue warrants further viewing by the Board and/or law enforcement officials and/or agents of CCC145.

7. The Information captured by the Security Camera System will not be accessed on a daily/weekly basis unless there is a complaint/incident brought forward that would necessitate a review of the data. It is reasonable to expect that the footage not be viewed unless there is a legitimate reason to expect that there has been a specific threat of unauthorized entry, threat to personal safety, or damage to property for which there would likely be relevant footage stored on the Storage Device.

8. A random testing of the Security Camera System may be required and undertaken by the Privacy Officer, or a person designated by him/her, in order to ensure proper functioning of the equipment and further safeguarding the security of owners and residents.

## COVERT SURVEILLANCE

These guidelines do not apply to covert surveillance, or surveillance when used as a case-specific investigation tool for law enforcement purposes where there is a statutory authority and/or the authority of a search warrant to conduct such surveillance.

Approved By The CCC145 Board Of Directors on August 9, 2019

## H) COMMITTEES

Pursuant to By-law #1, the Board may from time to time elect or appoint such Committees as it may deem advisable. All such committees are advisory in nature and shall carry out such tasks or studies that the Board may direct. Committees exist at the pleasure of the Board and may be created or abolished as required.

Every committee shall have a Terms of Reference (TOR) to establish its mandate and such other matters the Board deems important, including but not limited to, the chairmanship, the size of the committee, and specific tasks the committee is to focus on. Committees may choose to pursue other tasks or issues that fall within their mandate but will give priority to assignments from the Board. TORs will be reviewed annually, such reviews to occur within two months of the Annual General Meeting.

The general purpose of committees is to advance the goals of the Board in ensuring the building infrastructure and operations, maintaining financial integrity of the corporation and advancing the collective interests of the unit owners.

The TOR will establish the size of the individual committees but, except in exceptional circumstances determined by the Board, committees will have between 3 and 7 members, one of whom will be a CCC145 Director. The appointed Director shall be the Chair or Deputy Chair of the committee as determined by the Committee and shall be responsible for presenting committee recommendations to the Board for consideration.

Committees shall keep a record and/or Minutes of their meetings.

Committee members, other than Directors who shall be appointed to committees annually, shall be appointed by the Board for two-year renewable terms. The Board will actively recruit committee members. Committees may recommend persons to the Board for appointment providing details of their qualifications and willingness to serve.

Committee members will sign a Code of Ethics to govern their work

No committee shall represent the Board, expend corporation resources or enter into agreements with third parties without pre-approval and direction by the Board of proposed budgets or terms of the agreement. Committee Chairs shall be responsible for reporting to the Board on expenditures and related matters.

The Board understands the value of committees and the energy and enthusiasm that members bring to their work and will endeavor to ensure that their efforts are recognized and appreciated by residents of CCC145.

Approved by the Board of Directors on February 3, 2021

## **I. POLICY ON DIVERSITY AND DISCRIMINATION**

The Board of Directors of CCC145, in accordance with Ontario's *Human Rights Code*, recognizes the dignity and worth of persons regardless of race, ancestry, colour, place of origin, ethnic background, citizenship, creed, sex, gender identity or expression, sexual orientation, abilities, age, marital status or family status ("human rights grounds").

The Board of Directors of CCC 145 is committed to promoting an environment where CCC 145's owners, residents, workers, supervisors and managers are free from discrimination and harassment.

We welcome everyone and celebrate diversity within our community. We believe our very differences strengthen our bonds of understanding. We believe in being inclusive, accepting, and accommodating of everyone in the community.

CCC 145 shall comply with its obligations under human rights law, including taking adequate steps to prevent and address harassment and discrimination such as any activity that attempts to injure, harm, insult, malign or harass another person on the property on the basis of human rights grounds.

Owners, residents, workers, supervisors, and managers are expected to uphold the principles of dignity, individualization and inclusion. Anyone witnessing incidents of discrimination and harassment is strongly urged to report any incident directly to the Board of Directors.

By Resolution of the Board of Directors passed on June 6, 2016





## PART III – THE ANNEXES

### FORMS

All forms may be obtained from the Building Manager and/or the Property Manager or maybe photocopied from the following pages.

1. Pre-Authorized Deduction Request

**AUTHORIZATION TO DEBIT AN ACCOUNT UNDER THE  
PRE-AUTHORIZED DEBIT (PAD) SERVICE**

Issued to (Payee) - Carleton Condominium Corporation No. 145

I (we) acknowledge that this authorization form is for the benefit of the payee or its agents (identified hereinabove) and my financial institution as is provided in consideration of my financial institution agreeing to process debits against my account in accordance with the Rules of the Canadian Payment Association.

Owner's Name \_\_\_\_\_ Unit Number \_\_\_\_\_

Date of First Payment \_\_\_\_\_

Monthly Condo Fees \_\_\_\_\_

I (we) warrant and guarantee that all persons whose signatures are required to sign on this account have signed the agreement below. I (we) hereby authorize the Payee identified above to draw on my (our) account number with my (our) financial institution, for the purposes of Monthly Condominium Fee Payments as approved from time to time by the Board of Directors.

This authorization may be cancelled at any time upon notice by me (us).

I (we) acknowledge that, in order to revoke this authorization, I (we) must provide written notice of revocation to the Payee fifteen (15) days prior to the next due date of the pre-authorized debit.

I (we) acknowledge that, in order to be reimbursed, a declaration to the effect that an error took place, must be completed and presented to the branch of my (our) financial institution either up to and including 90 calendar days in the case of a "personal/household" preauthorized debit, after the date on which the payment in dispute was posted to my (our) account.

I (we) acknowledge that a claim on the basis that the Payor's Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and myself (ourselves) when disputing any pre-authorized debit after 90 days calendar days in the case of a "personal/household" pre-authorized debit.

I (we) waive any and all requirements for pre-notification of debiting.

I (we) understand and accept this pre-authorized debit plan and wish to enroll therein. Furthermore, I (we) agree that any personal information that might be contained in this Payor's Authorization may be disclosed to the Payee's financial institution.

\_\_\_\_\_  
(as it appears on cheques) \_\_\_\_\_ Date \_\_\_\_\_ Signature

\_\_\_\_\_  
(as it appears on cheques) \_\_\_\_\_ Date \_\_\_\_\_ Signature

**ATTACH VOID CHEQUE**

Please also attach a cheque in payment of the first month due

2. NEW OWNER REGISTRATION FORM FORMULAIRE D'INSCRIPTION POUR LES NOUVEAUX PROPRIÉTAIRES

Carleton Condominium Corporation No. 145 Building address / adresse de l'édifice: 151 Bay St.

UNIT NO. / NUMÉRO D'UNIT(É): \_\_\_\_\_

OWNER NAME / NOM DU PROPRIÉTAIRE: \_\_\_\_\_

PRIMARY ADDRESS / ADRESSE PRINCIPALE: \_\_\_\_\_

ALTERNATE (SEASONAL) ADDRESS, IF APPLICABLE / ADRESSE ALTERNATIVE (SAISONNIÈRE) SI NÉCESSAIRE:

\_\_\_\_\_

HOME TELEPHONE / TÉLÉPHONE RÉSIDENTIEL: \_\_\_\_\_

WORK TELEPHONE OR CELLULAR / TÉLÉPHONE AU TRAVAIL OU CELLULAIRE: \_\_\_\_\_

EMAIL ADDRESS / ADRESSE COURIEL: \_\_\_\_\_

NEXT OF KIN / À CONTACTER EN CAS D'URGENCE: \_\_\_\_\_ (Address /  
adresse) \_\_\_\_\_

\_\_\_\_\_  
(Telephone number / Numéro de téléphone) \_\_\_\_\_

LOCKER / CASIER: \_\_\_\_\_

INTERCOM: \_\_\_\_\_

PARKING SPACE / STATIONNEMENT: \_\_\_\_\_

LICENSE / IMMATRICULATION : \_\_\_\_\_

VEHICLE DESCRIPTION DU VÉHICULE: \_\_\_\_\_

IF UNIT IS RENTED / SI L'UNITÉ EST LOUÉ ~ TENANT NAME / NOM DU LOCATAIRE:

\_\_\_\_\_

TELEPHONE / TÉLÉPHONE: \_\_\_\_\_

I covenant and agree that I, the members of my household, and my guests from time to time, will in using the unit owned/rented by me and the common elements, comply with the Condominium Act, the Declaration, the By-Laws and Rules of the Corporation during the term of my ownership/tenancy. / Il est par la présente convenu que nous, les membres de notre famille, et nos invités de temps à autre, nous conformerons à la Loi de 1998 sur les condominiums, la Déclaration, les Règles et les Règlements de la copropriété pendant lors de notre utilisation de notre unité résidentiel ainsi que des aires communes de l'édifice.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

3. Absentee Information Sheet

Suite No,; \_\_\_\_\_ Owner's Name: \_\_\_\_\_

Away address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Absent from: \_\_\_\_\_ To: \_\_\_\_\_

Emergency contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Will your vehicle remain in the garage?      Yes      No

Parking Space No.      License Plate:

Vehicle key left with:

Emergency contact: \_\_\_\_\_ -

OR

In-house contact: \_\_\_\_\_

4. Summary of Lease

**CARLETON CONDOMINIUM CORPORATION NO. 145  
SUMMARY OF LEASE**

Pursuant to section 83 of the Condominium Act of Ontario, 1998.

1. This is to certify that a lease has been entered into for unit \_\_\_\_\_ on the following terms:

Name of lessee (tenant): \_\_\_\_\_

Telephone no.: \_\_\_\_\_ Fax/cell no.: \_\_\_\_\_

Lease Commencement date: \_\_\_\_\_

Lease Termination date: \_\_\_\_\_

Options to renew: \_\_\_\_\_

Rental payments: \_\_\_\_\_

When due: \_\_\_\_\_

2. I have provided the lessee with a copy of the Declaration, By-laws and Rules of the corporation.

3. I acknowledge that, as required by subsection 83(2) of the Condominium Act, I will advise you in writing if the lease is terminated.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone no.: \_\_\_\_\_ Fax no.: \_\_\_\_\_

Date: \_\_\_\_\_

5. CCC145 Tenant's Undertaking and Acknowledgement

Unit: Level:

Parking Unit: Level:

Municipal address: Suite - 151 Bay Street, Ottawa, Ontario

Landlord's Name:

Landlord's permanent address:

Telephone No.:

Tenant's Name(s):

Term of the lease: (years) Commencement:

I/we undertake that I/we and the members of my/our household including guests, will be using the unit rented to me/us and the Common Elements and will comply with the Condominium Act and any regulations from time to time made thereunder, and with the Declaration, By-Laws and Rules and regulations of Carleton Condominium Corporation No. 145 during the term of my tenancy.

I/we acknowledge that I/we are subject to the provisions contained in the Act, Declaration, By-Laws and Rules of the Corporation.

I/we intend on occupying the suite with the persons named above as a private residence for the stated term of the lease and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the suite, subject to my/our right to have guests and visitors from time to time in accordance with the rules.

I/we further acknowledge and understand that in the event that I/we or any occupant residing in the suite contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED at this day of 20 .

Tenant's signature

Tenant's signature

6. Request for Inclusion in E-mail Distribution List

**Carleton Condominium Corporation No. 145  
PARK SQUARE  
EMAIL DISTRIBUTION LIST**

Unit Number: \_\_\_\_\_

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

I am the registered Owner of the above noted unit and I understand that by placing this request, I am authorizing CCC No. 145 to correspond with me via email only and that I will no longer receive Official Notices and information packages via pre-paid mail.

This authorization may be revoked in writing at any time.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



7. Request for Service

**REQUEST FOR SERVICE**  
Carleton Condominium Corporation No. 145

Name:

Date:

Unit No:

Phone No.: Work:

Res.:

PERMISSION TO ENTER UNIT: \_\_\_\_\_ Yes \_\_\_\_\_ No

DETAILS OF SERVICE REQUIRED:

I, the undersigned, desire that the said repairs and maintenance be attended to as soon as possible from the date of this request. I gave permission to enter my unit during reasonable daylight hours in order to perform such repairs. This acknowledgement shall operate as my consent at the time of entry for you to enter my unit in order to perform such repairs notwithstanding my absence from the unit at the time of such entry and at the time that such repairs are made.

Date:

SIGNATURE OF RESIDENT:

DATE WORK COMPLETED: SIGNATURE OF STAFF: . . ." . . . . .  
.....

RETURN CONFIRMATION TO RESIDENT Carleton Condominium Corporation No. 145

Your request for service: Has been completed

\_\_\_\_\_

Will be completed by: \_\_\_\_\_

Details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR FURTHER INFORMATION CALL: \_\_\_\_\_ at:

\_\_\_\_\_

DATE: \_\_\_\_\_

Signature of Staff: \_\_\_\_\_

8. Elevator Reservation Form

CCC No. 145 – Park Square

**ELEVATOR RESERVATION FORM**

**IN-COMING / OUTGOING MOVE REGISTRATION FORM**

1. Full Name: \_\_\_\_\_ Suite No. \_\_\_\_\_

2. Moving IN  OUT  Tenant  Owner

3. New Address: \_\_\_\_\_  
\_\_\_\_\_

4. Date of move: \_\_\_\_\_

5. Name of moving Company: \_\_\_\_\_

6. Deposit Cheque Received: \$200.00 (Refundable subject to inspection. Deposit required for all moves, including to/from ground floor units)

7. Administrative Charge Received: \$50.00 (Non-refundable)

**BOTH AMOUNTS TO BE PAID BY CHEQUE, CERTIFIED CHEQUE OR MONEY ORDER ONLY.**

**CASH WILL NOT BE ACCEPTED. Please make cheque payable to CCC No. 145.**

Please call 613-231-2622 for moving arrangements. If no one is in the office, kindly leave a message on the answering machine and your call will be returned as soon as possible.

It is understood that a staff member will accompany you just prior to the move to identify any pre-existing damage to the common elements on your move route through Park Square. A staff member will also accompany you after the move to re-inspect for damage which may have occurred during the move.

It is hereby acknowledged that the rules appearing on the reverse side of this form constitute a part of this agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner / Tenant

**Pre-existing damage:**

YES \_\_\_\_\_

NO \_\_\_\_\_

Please describe:

---

---

Owner / Tenant Signature:

Staff Signature:

**TO BE COMPLETED BY STAFF MEMBER ONLY**

Damage: YES \_\_\_\_\_

NO \_\_\_\_\_

If damage occurred, please describe:

---

---

Staff Signature:

**No damage occurred during the move and the deposit cheque was returned.**

Date: \_\_\_\_\_

Staff Signature:

Cheque returned to: \_\_\_\_\_

Owner / Tenant Signature

9. Assistance with Evacuation

### REQUEST FOR ASSISTANCE IN CASE OF EVACUATION

Carleton Condominium Corporation No. 145

Building Address: 151 Bay St. Ottawa, ON

The Ontario Fire Code requires that our Corporation maintain a list of Residents requiring assistance during an emergency evacuation due to a disability or special need. It is important that those Residents who require such assistance complete this form and return it to our superintendent. This form will be kept strictly confidential and placed in a locked fire box in our Fire Command Centre for the use of first responders in the case of a fire or emergency. It is for the use of the Fire Department only.

Unit No. \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name(s) of person(s) requiring assistance: Nature of disability or special need:

Date: \_\_\_\_\_

10. Incident Reports

INCIDENT REPORT Carleton Condominium Corporation No. 145

REPORT DATE: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

UNIT: \_\_\_\_\_

DATE OF INCIDENT: \_\_\_\_\_ TIME: \_\_\_\_\_ a.m. / p.m.

TYPE OF INCIDENT: Injury, Property Damage, Fire, Noise Disturbance, Water Leak, Other

\_\_\_\_\_

IF INJURY:

Provide Name and Address of Injured Party: \_\_\_\_\_

\_\_\_\_\_

NAME AND ADDRESS OF WITNESS:

\_\_\_\_\_

\_\_\_\_\_ (Attach Report)

WERE POLICE CALLED: Yes \_\_\_ No \_\_\_

NAME OF POLICE OFFICER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ REPORT NO: \_\_\_\_\_

DESCRIBE DETAILS OF INCIDENT:

\_\_\_\_\_

\_\_\_\_\_ (Please attach additional sheets as  
may be required)

DESCRIBE ACTION TAKEN:

\_\_\_\_\_

\_\_\_\_\_

FOLLOW-UP REQUIRED: No \_\_\_ Yes \_\_\_ (If yes, details: \_\_\_\_\_

\_\_\_\_\_)

REPORT COMPLETED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ 77

11. Short Term Parking Permit

**PARK SQUARE TEMPORARY PARKING PERMIT**

Name of Unit Owner/Resident: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Parking Space Number: \_\_\_\_\_

This permit gives express permission for the individual and car described below to park in the space noted above, in accordance with CCC145 parking rules:

Name of Car Owner: \_\_\_\_\_

Car Description \_\_\_\_\_

Plate Number \_\_\_\_\_

Date/Time of Stay \_\_\_\_\_

This permit must be left on the car's dashboard visible to everyone at all times that the car is parked at the private garage.

\*\*\*\*\*

**PARK SQUARE TEMPORARY PARKING PERMIT**

Name of Unit Owner/Resident: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Parking Space Number: \_\_\_\_\_

This permit gives express permission for the individual and car described below to park in the space noted above, in accordance with CCC145 parking rules:

Name of Car Owner: \_\_\_\_\_

Car Description \_\_\_\_\_

Plate Number \_\_\_\_\_

Date/Time of Stay \_\_\_\_\_

This permit must be left on the car's dashboard visible to everyone at all times that the car is parked at the private garage.

## GUIDELINES AND INFORMATION SHEETS

### MOVING RULES

The following rules apply to owners and tenants, whether moving in or out. Owners are responsible for ensuring that their tenants adhere to these rules.

(A) The owner must give notice, of at least 30 days, of an intended move and a reservation made for the use of the service elevator, with the Building Manager.

(B) Normal hours of moving shall be from 9:00am to 5:00pm, Monday to Friday.

No moves are permitted on Saturday or Sunday or statutory holidays.

(C) There is a non-refundable charge of \$50.00 for the use of an elevator for any move.

Payment is to be made by cheque (not cash) payable to CCC No.145.

(D) A refundable deposit of \$200.00, also payable by cheque to CCC No. 145, is to be left with the Building Manager to cover the cost of possible damage to the common elements incurred during the move. This deposit will be returned if no damage occurs, 30 days after the move. The owner will be billed accordingly if damage in excess of \$200.00 occurs. The owner reserving the service elevator hereby authorizes the Corporation to deduct from the security deposit lodged with it the cost of any repairs. If the cost of repairs exceeds the amount of the security deposit the full cost of repairs less the amount of the security deposit shall be assessed against the owner reserving the service elevator as a common element expense.

(E) The owner shall be held responsible if their tenants fail to pay the \$50.00 charge in Rule 10(C), the \$200.00 deposit in Rule 10(D), or for any damage in excess of \$200.00 caused during the move.

(F) The owner must ensure that a responsible adult remains in the main floor lobby to supervise the move and maintain security. Failing this, a security guard must be hired for this purpose at the owner's or tenant's expense. In the absence of such a responsible person, the Board reserves the right to impose a penalty of \$100.00 to be taken out of the \$200.00 refundable deposit.

(G) The front doors must not be left open for extended periods during cold weather (below 0 degree C) or heat waves (above 30 degree C).

(H) Objects are not to be placed against the mirrors, brass finishes, or wallpaper or on the furniture in the main lobby, or floor lobbies.

(I) Owners must reserve a service elevator with the Building Manager for an appropriate time to receive deliveries such as large household appliances or furniture; meet the trades and/or delivery persons at the lobby and supervise the transfer of goods to their unit.

## **Carleton Condominium Corporation No. 145 Renovation/Restoration Guidelines**

**Owners must not in any way restrict or limit access to pipes, wires, cables used for power, water and drainage, including outlets, clean-outs and shut-offs. Without limiting the foregoing, when making any modifications to the property, Owners must not cover any such outlets, clean-outs or shut-offs.**

### **Elevator**

An Elevator must be put on service used to transport building materials to and from the Unit under renovation. To obtain an Elevator please contact the On-Site Building Manager at 613-231-2622 weekdays from 8:00 a.m. to 4:00 p.m. You are responsible to ensure that your contractor waits until moving pads have been affixed in the elevator. Residents are responsible for ensuring that the elevators and hallways are left clean after each working day.

### **Garbage Disposal**

Do not throw construction-related garbage (i.e. lumber, drywall, carpeting, etc.) down the chutes. All garbage (including old appliances and other large items) generated by construction work must be disposed of off-site. This is the unit owner's responsibility. Any construction related garbage left behind will be disposed of at the unit owner's expense.

### **Cleaning**

The Laundry Room sinks are not to be used to clean painting and renovation tools. The Laundry Room facilities, and the basin specifically, are intended for use by Residents who are laundering clothes only and must be kept free of paint, paint thinner, grout, etc.

### **Balconies**

Balconies are not to be used for storage of materials and/or tools during the renovation period and are not to be used as workshops. No construction or renovation-related activities are permitted on the balcony.

### **Hallways**

Fire and safety regulations require that hallways remain clear of obstacles at all times. Building materials, carts and tools must be kept inside the Unit.



### **Construction Related Noise**

All activities which may create construction-related noise, including the use of power tools, hammers, drills, saws and related items are restricted to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday and from 9:00 a.m. and 4:00 p.m. on Saturdays. No construction related noise is permitted on Sundays. As a matter of courtesy, Residents of adjacent Units should be made aware of pending renovation work.

### **Flooring**

When replacing in unit flooring with rigid flooring such as laminate or hard wood flooring (as opposed to carpeting), owners are strongly encouraged to select a flooring system which includes a sound deadening underlay that has an FIIC rating equal to or greater than 65. (The FIIC rating is a technical specification which a competent flooring supplier / installer will be familiar with and will understand). This will help reduce the transmission of noise to the unit below.

### **Parking**

Contractors are required to park off-site. Temporary unloading of tools and materials may be done from the courtyard entrance. However, vehicles may not be left there unattended.

### **Washroom Facilities**

Access to the washroom facilities in the Swimming Pool Area is restricted to Residents and their guests.

## Guidelines on Communications at Park Square

The Communications Committee has developed the following guidelines in order to promote effective and efficient communication within the community.

The main objectives are:

1. To ensure that unit owners and unit residents are kept informed of all communication coming from the Board and the Property Manager.
2. To inform unit owners and unit residents as to what/who/ where/when to address their questions, issues and concerns.
3. to make unit owners and residents aware when and when not to call the 24 Emergency Line

Limitations: Not all owners and residents have signed up for email notifications. In principle, these owners are then given a paper copy of the Minutes, Notices and other materials circulated by e-mail. In practice, this does not always happen. Not all notices are circulated by e-mail and only posted on the Bulletin Board and elevator boards. Not all owners pass on information to their tenants either regularly or in a timely fashion.

### Methods of Communication

1. Email – all unit owners as well as residents are encouraged to register for email distribution and receive official communication by email.
2. Notices posted on bulletin.
3. Notices posted on elevator board- generally those related to building maintenance and other time-sensitive notices
4. Information updates on the Park Square website
5. Hand-delivered notices to units -specifically issued by Andy for in-unit access and other information related to unit repair/inspection.
6. Quarterly newsletter

### Communications from The Board and the Property Manager

The Board/Property Manager issues the following on a regular basis to all unit owners:

1. The annual budget
2. Periodic Information Certificates (twice a year)

3. Certificate of Insurance
4. Reserve Fund Studies and Funding (once every three years)
5. Minutes of Board Meetings
6. Status Certificates (as requested)
7. Documents for the Annual General meeting, including the Auditor's Report
8. Notices relating to the management of the condominium
9. Notices submitted by Committees

Communication from Unit Owners that should be addressed to the Board:

- 1.To request information or clarification of Condo Rules and Board policies;
  - 2.To suggest changes to rules and policy directives;
  - 3.To request information on Budgets, Finances, Reserve Fund Studies and other financial matters;
  - 4.To seek a Board decision on a matter affecting an individual unit;
  - 5.To comment on Board decisions as stated in the Minutes of Board meetings issued by the Board.
- Submissions will then be included in the agenda of a Board meeting for consideration by the whole Board.

Unit Owners should write the Property Manger on the following issue, questions and concerns:

- 1.Monthly fees, special assessments and other condo fees;
- 2.Reports, corporate records, including request for Status Certificates;
- 3.The condominium's insurance policy
- 4.Information, clarification and implementation of by-laws, rules policies and guidelines.
5. In-unit damage and request for service and/or repairs
6. Problems related to the use of common elements (e.g. swimming pool, workshop, bicycle room and hallways)

Unit Owners should write/contact/report to the Building Manager on the following issues, questions and concerns:

1. Request for routine repairs (e.g. clogged sinks, battery (supplied by owner or resident) replacement for smoke or water alarm). A service request form is available in the mail room.
2. Loss or theft of fobs/garage remote control;
3. Incidents of thefts/break-in;
4. Accidents or injury on common elements; including vehicle accidents;
5. Problems relating to common elements; e.g. elevators, doors, garbage chutes, parking garage);
6. Beeping smoke or water alarms: residents inspect HVAC water alarm and/or replace a weak battery if they could;
7. Making a reservation for the use of a service elevator during a household move or to receive deliveries of large household appliances or furniture
8. Suspicious activity or unusual circumstances (doors propped open, car doors left open, unidentified persons loitering in the premises;
9. Report illegal parking in the courtyard;
10. Lost articles, articles accidentally thrown down the garbage chute or the elevator shaft;
11. Notice of absence from your unit for more than three days. An Absentee Information Sheet should be submitted;
12. Advance notice if you are planning to deposit large items at the curb on Queen Street on scheduled days; and,
13. Persons delivering commercial flyers to unit doors;

#### When to call the 24 – hour Emergency Telephone Line

1. Flooding in your unit or on common elements;
2. Water infiltrating into your unit or hearing noise of water dripping between walls;
3. No electricity in your entire unit only; no heat in your unit;
4. You suspect that pipes are frozen in your unit;
5. Vandalism, theft or assault in progress. Call 911 and then the Emergency Line.

6. Any other situation which, in your opinion, might put the Corporation and/or its assets at risk or potentially result in bodily injury or any other type of damages for which the Corporation might be held responsible or liable.

Please do not call the emergency line for non-corporation-related emergencies such as:

1. Medical or personal emergencies in your unit;
2. Concerned about the welfare of a neighbour, call 911;
3. Toilet or sink plugged, or other in-unit plumbing problems;
4. In-unit electrical problems (other than a full black-out in unit);
5. A vehicle parked in your parking space;
6. Difficulty with unit or locker access; call a locksmith.

**Please do not call the emergency line for information updates when you hear the fire or elevator alarm sounding or the electricity is out in the entire building. This only hinders the staff members who are doing their best to resolve the situation.**

Approved by the Board August 10, 2022

## **INFORMATION SHEET – Insurance**

One of the most frequent questions and certainly the most confusing aspect of high rise condominium living is insurance. Who insures what? Who pays for what? And Why?

### INSURANCE BY THE CONDOMINIUM CORPORATION

#### **Condominium Corporation’s Insurance Policy**

In accordance with the Condominium Act and your Condominium Corporation’s Declaration, the Condominium Corporation purchases, on a yearly basis, an insurance policy which generally covers:

- 1) the common element areas of the building; and
- 2) each standard unit (as defined by the Declaration or by a Standard Unit Bylaw). This policy is subject to a deductible amount, which may, dependent upon the circumstances be charged back against a unit owner.

This policy also usually provides general liability insurance as well as Directors’ and Officers’ Errors and Omissions insurance.

#### **Insurance Deductible Bylaw**

- 1) The Condominium Act provides all Condominium Corporations with an opportunity to pass an “Insurance Deductible Bylaw” which clearly sets out who is responsible for the payment of the Condominium Corporation’s deductible amount after damage to a standard unit or to common element areas.
- 2) To date, CCC 145 has not successfully passed this bylaw.
- 3) The lack of an Insurance Deductible bylaw is of concern to the various insurance carriers who have been approached to provide insurance for the condominium in recent years.

#### **Impact of Claims on Condominium Corporation’s Policy**

- 1) If a claim is filed through the corporation’s policy, a claims surcharge is applied impacting preferred rating. Potential impact is typically anywhere between 5% - 20%. The policy will be impacted by this claim for a period up to seven years;
- 2) Frequent claims will result in an automatic increase of deductible amounts while maintaining the same premium. Deductible amounts may be increased upwards of \$100,000 for items such as water damage;
- 3) An extensive claims history may result in cancellation of or refusal to renew the policy by the insurer. Cancellation of the policy and claims history would make it very difficult to find another insurance provider.

## INSURANCE BY THE UNIT OWNER AND / OR THE UNIT OCCUPIER (TENANT)

### **The Unit Owner's Insurance Policy**

Because the Corporation's insurance policy only covers damages in a private suite up to the Standard Unit, Owners are strongly encouraged to purchase their own insurance policy to supplement the Corporation's policy. The unit owner's insurance policy should cover:

- 1) The contents of the unit (all of your personal belongings) – including the cost of packing, moving and/or relocating your personal belongings off-site in the event of an insurance loss in your suite or in the event you are displaced from your unit for major repairs after damages have occurred;
- 2) Any improvements or “betterments” that have been made to the standard unit (upgraded cabinets, upgraded flooring, etc.) – this includes improvements that you may have made or that any previous owners may have made in your suite;
- 3) Living expenses for you and your family in the event that you are displaced from your unit in the event of an insurance loss or significant damages have occurred in your unit;
- 4) Liability insurance in the event of accidents and/or other events for which the unit owner might be liable (recommended level is a minimum of \$2,000,000);
- 5) An amount equivalent to the amount of the Condominium Corporation's insurance deductible. The Corporation's insurance deductible amount may change from time to time – it is important to review the Insurance Certificate which is issued by the Condominium Corporation each year to all registered Owners.

### **Tenants' Insurance Policy**

If the Unit is rented – the tenant should also purchase insurance – known as “occupiers' insurance”. This policy should cover:

- 1) The contents of the unit (all of your personal belongings) – including the cost of packing, moving and/or relocating your personal belongings off-site in the event of an insurance loss or significant damages in the suite;
- 2) Living expenses for you and your family in the event that you are displaced from your unit in the event of an insurance loss or significant damages in the suite;
- 3) Liability insurance in the event of accidents and/or other events for which the unit tenant might be liable.

### **What About Losses Incurred in the Garage or in Locker Rooms?**

- 1) As a vehicle owner, you are required by law to maintain insurance for your vehicle. Dependent upon your policy details, this will include liability insurance as well as some

form of damage, theft and fire insurance.

- 2) If you are the victim of a car break-in while your vehicle is parked in the garage, (or locker break-in), your own insurance policy is responsible to cover the loss(es) – dependent of course upon any limitations to your policy. The Corporation's insurance policies does not include coverage for vehicles, personal items stored in vehicles and / or lockers. PLEASE REPORT ALL SUCH INCIDENTS TO THE ON SITE BUILDING MANAGER'S OFFICE SO THAT SECURITY VIDEO FOOTAGE MAY BE REVIEWED AND TURNED OVER TO THE PROPER AUTHORITIES.
- 3) If you are involved in an accident in the garage, or if you collide with a wall, post, garage door, your insurance company is responsible for all of the resulting damages (both to your car and potentially to the common elements of the building). PLEASE REPORT ALL SUCH INCIDENTS TO THE ON SITE BUILDING MANAGER'S OFFICE – SO THAT SECURITY VIDEO FOOTAGE MAY BE REVIEWED AND TURNED OVER TO THE PROPER AUTHORITIES.
- 4) In the event you feel you are not at fault for an incident in the garage (for instance you believe the garage door malfunctioned and hit your vehicle), your insurance company is still responsible for the damages to your vehicle. In this case, after having provided you with compensation, they may chose to launch a claim against the Condominium Corporation for subrogation to determine whether any funds can be recovered.

\*TIPS TO AVOID CLAIMS\*

- 1) Ensure proper maintenance of unit, especially plumbing fixtures. The leading cause of condominium claims are from water damage;
- 2) Keep windows and patio doors closed during the heating season to avoid pipes freezing;
- 3) Ensure the unit heat is left on at a moderate level during away periods;
- 4) Turn off water shut off valves during extended periods of time;
- 5) Turn off stove after use and do not leave unattended;
- 6) Always ensure someone is attending your unit during prolonged periods of absence from your unit;

For more information on the Corporation's insurance policy or a unit owner's insurance responsibilities, please do not hesitate to contact your Condominium Manager at: [JDeslongchamps@condogroup.ca](mailto:JDeslongchamps@condogroup.ca)



## INFORMATION SHEET:

### RENTAL OF PARKING SPACES AT THE PARK SQUARE PRIVATE GARAGE

CCC 145 Rules clearly states that parking spaces maybe rented, but only to residents of Park Square.

According to Part 4, Section 100(1)(a) of the Ottawa [Zoning By-law](#), renting out of a residential parking space to persons not living at the same address is illegal under the current zoning.

[https://documents.ottawa.ca/sites/documents/files/documents/zoning\\_bylaw\\_part4\\_en.pdf](https://documents.ottawa.ca/sites/documents/files/documents/zoning_bylaw_part4_en.pdf)>

A clarification received from the office of Councillor Catherine McKenney stated that:

*“Zoning requires that parking spaces be accessory to, and exclusively for, the land use with which they are associated. Unit occupants can park their own car there but cannot rent that space out to commuters. Provided parking is accessory to the residential use, and is not to be available for commercial or off-site users, unless lands are specifically zoned to permit a “parking lot” as a principal use.”*

Unfortunately, it has been observed that there are owners who have rented their parking spaces to individuals who do not reside at Park Square. We are also aware of owners who rented out their parking spot to another resident, who in turn rented it out to a non-resident.

Is this a good time to discuss this? There has always been a security concern that individuals who do not reside at Park Square are regularly observed to have access to the building, entering and exiting the garage elevator morning and afternoon. By virtue of possessing a fob, they also have access to the swimming pool and all the lobby areas of all 13 floors, not to mention all the parcels and packages left in the mail room. Recently, certain sensitivities related to COVID-19 have given rise to vocal concerns that these individuals do not observe mask wearing and self-screening requirements .

Is this a good time to strictly implement this rule? With the anticipated scarcity of parking spaces in the neighbourhood due to the elimination of many parking spaces in the street and the limited number of parking spaces in the high-rises being built, parking spaces will soon be at a premium.

In the current Official Plan that will soon be adopted by the City, there are specific plans to significantly limit the number of commuters who park downtown by encouraging the use of public transport, discourage commuters from parking in private laneways and garages, and promote the concept of the “15-minute neighbourhood”. The policy of intensification in the downtown core has resulted in changes to building heights and significant reductions in the number of of parking spaces allowed in these buildings.

This is therefore a good time to make our owners and residents to be very aware that (a) the CCC145 parking rule will be strictly implemented and (b) the City of Ottawa will be increasingly enforcing the above-mentioned by-law.

How can we determine if the car parked in the private garage is an owner or resident in the building?

1. Every owner or resident has a permanently assigned parking space. The owner should be registered with the Property Manager identifying his/her/their unit number, parking lot number, their car make/model and the car's license plate. Thus, the Board will initiate in the new year, an updating of the Owner's Contact Information and Parking Registry. **The deadline for registration will be on January 31, 2022**

2. For owners who do not reside in the building, it is the owner's responsibility to register the unit number and renter's name, the car make/model and the car's license plate

3. For owners/residents who decide to rent their parking space to another resident of the building, the owner or resident should register this with the Property Manager by completing the prescribed form identifying the parking lot number, the car make/model and the car's license plate.

How can we determine if the car parked at the garage is not owned by an owner or resident of Park Square?

1. It has been accepted practice that owners and residents who do not own a car themselves permit others to use their parking space from time to time. These includes:

- a. Other owners/renters in the building who need an extra parking space;
- b. Visiting families and friends of the owners or of other owners and residents in the building;
- c. Contractors, personal support workers, cleaning personnel and others temporarily working in the building; and
- d. Owners who decides to rent a car rental for their use.

The permission to park maybe for a short stay (of several hours): medium term duration (several days or weeks); or longer periods (for up to six months when owners go away during the winter months).

However short or long the duration is, the understanding is that these is not a commercial transaction and no rental money is exchanged between the parties when/if one of them is not a resident of Park Square.

In order to identify the above, the owner/resident entitled to that parking space must always indicate in writing that he/she/they have given express permission for the named person, car description and license plate to park in their space for the indicated date and time. A *Permit Form* will be formulated to this effect and made available for filling up at the mail room.

This written permit must be left on the car's dashboard visible to everyone at all times that the car is parked at the private garage.

What to do if a car is parked in your parking space without your knowledge or permission.

If you find another vehicle in your parking space and do not recognize the vehicle, you can call the City of Ottawa Parking Control to have it ticketed or towed. For this purpose though, the owner and/or resident

must have in his/her/their possession proof that he/she/they is the rightful owner of that parking space. This certification may be requested from the Property Manager at any time. It is advisable to obtain this ahead of time, and not on the day that it is needed.

It is important to remember that only the owner of the parking space who possesses the above-mentioned proof has the sole right to call by-law for a parking infraction.

Who will call By-law if a parking violation is observed in the courtyard and other common elements?

Andy, as the Resident Building Manager, has the authority to have a car that has been parked for longer than the limited allowed parking time towed away from our courtyard.

For all other cases, owners and residents are encouraged to alert the Property Manager and/or the Board if rules infractions are observed.

**Issued by the Board November 2021**

## Water Conservation

### *Why is water conservation important?*

Water and sewer charges are the fastest growing and least predictable of the utilities at Park Square. While we do not have control over the rate increases set by the City on a yearly basis, we can however exercise some controls over our overall consumption by being mindful on a daily basis of how much water is used (and in some cases wasted).

### *Where is the bulk of Park Square water used?*

- In the course of normal daily activities (bathing / showering / toilets / laundry and food preparation)
- In the swimming pool facilities
- In the car wash bay

### *What can you do to assist the Board in keeping water/sewer costs in check?*

At the car wash bay:

- *Wash your vehicle less frequently*
- ALWAYS shut off car wash hose after use

In the bathroom:

- *Don't let the water run when you clean your teeth*
- Don't use the toilet as a garbage can; put tissues in the trash can

In the kitchen:

- Don't let the water run while you are washing dishes
- Keep a container of drinking water in the refrigerator instead of running water to get it cold
- Scrape dishes instead of rinsing them under running water
- Load your dishwasher to capacity before running it

In the laundry room:

- When doing laundry, select the water-fill level to match the size of the load, or only wash full loads

General:

- Check faucets and toilets regularly for leaks and have them repaired right away; leaks can account for 10% or more of daily water use.

## Pool Temperature

What temperature is the pool kept at?

- The swimming pool is kept at 29C/84°F (+/- 2°). This temperature set point is at the high end of the temperature range recommended by the pool industry.

How is the pool heated?

- The pool is heated by a combination of a dectron system (a type of heat pump) / booster heater located in the penthouse mechanical room. The pool water is pumped through the dectron and booster heater as required, where the water temperature is detected by a sensor in the dectron. When the water temperature falls below the set point of 29C/84°F, the booster heater kicks in.

Is the water temperature in the pool always consistent?

- Yes. The only exception would be in the case of an equipment malfunction or when we are replacing or adding water in the pool, which is very rare.

Is the water temperature at the bottom of the pool different from the temperature at the top? Are there cool spots?

- No. The water in the pool is constantly circulated, being sucked out of the pool at the bottom and the top, then pumped through the filter / dectron and heater, then returned to the pool via the jets.

Why does the pool water sometimes seem cooler or warmer to me?

- The pool water is always the same temperature; however it can feel cooler or warmer, depending on a number of factors, including:
  - o If our body feels cold or warm before entering the pool
  - o Sickness / being tired
  - o Outside temperature and humidity
  - o The temperature we are expecting: For example, if we often take hot baths and showers, our body may be expecting that temperature upon entering the pool. But shower and bath water is often between 95 and 105 °F – that is 10-20°F warmer than pool water!

# Bedbugs/Cockroaches

## How to identify bed bugs?

**Adult bed bugs are reddish brown, about 5 mm long and oval in shape. Juvenile bugs can also be much smaller. You can identify an infestation by looking for insects in the cracks and crevices of the mattress, the protective corner on the boxspring and any other small dark crevice close to the insects' food source.**

During an infestation, you are also likely to see fecal matter (small brownish dust), unexplained blood stains and skin castings of molted insects in the same areas of the mattress.

## How to avoid the spread

It is absolutely imperative that you report any suspected bed bug infestation as soon as possible. They are “hitch-hikers” and can travel throughout the building very easily on your belongings and your clothing as you come and go from your unit. Unreported infestations can spread to adjoining units and common element hallways.

Once the Condominium Corporation is advised of an infestation, inspections will be scheduled in all adjoining units (on both sides, above and below) to determine whether the infestation has spread and decide on the best course of action.

It is important to note that there are stringent regulations with respect to pesticide application. The Condominium Corporation retains the services of an insured, reputable and licensed professional pest control contractor. **It is very important that you not attempt to treat an infestation yourself** or through the help of a third party pest control contractor. Bed bugs will easily form a resistance to the chemical sprays used to eradicate them. Therefore, every failed attempt to get rid of them increases their resistance.

## How are bed bug infestations treated?

Bed bugs are very hardy and require a thorough and detailed treatment in order to eradicate them. A residual pesticide is meticulously applied and must cover every crack and crevice of your home. Most treatments take 2-4 hours to complete.

## How do you prepare your unit for a pesticide application?

Most people start with discarding the infected mattress. If you choose to buy a new mattress, it is very important to insure that it remains in the plastic they are wrapped in with all holes sealed until the treatment is complete.

Unit preparation must be done meticulously to ensure the application of pesticide reaches every nook and cranny of your unit. Specifically you must:

- Get rid of the contaminated mattress and box spring. Make sure any items removed from your unit are encased in a SEALED PLASTIC BAG to ensure that live bugs and eggs do not spread to the common areas of the building during transport. Get rid of any sofas and chairs if there is evidence that bed bugs have infested these items; Make sure any items removed from your unit are encased in a SEALED PLASTIC BAG to ensure that live bugs and eggs do not spread to the common areas of the building during transport.
- Empty the contents of all dressers, closets, tables, shelving units, storage areas.
- Wash and DRY on a hot setting, all linens, clothing, coats, towels, cushions (and any other soft fabric type items in the apartment). Store all washed and dried items in SEALED bags immediately to prevent re-infection.
- Any items that cannot be washed and dried on a hot cycle (such as shoes, belts, jewelry, books, etc may be placed in your freezer for a minimum of one (1) week to kill live bugs and eggs.
- Any items in your unit (other than furniture) that cannot either be washed and dried on a hot cycle or frozen for a period of one week must be either discarded or placed in a sealed plastic bag to prevent the spread of live bugs or the hatching of eggs that may be on such items. Don't forget your electronic equipment, radios, clocks, TV , etc. They are all excellent hiding places for bugs to take refuge in during a pesticide application. They all must be placed in sealed plastic bags.
- This is a very good time to PURGE your unit of all unwanted and unnecessary items, live bugs and eggs will hide in the unnecessary clutter. Make sure any items removed from your unit are encased in a SEALED PLASTIC BAG to ensure that live bugs and eggs do not spread to the common areas of the building during transport.

Please be aware that all of your remaining furniture including sofas, chairs, bed frames, tables, dressers, etc will be turned upside down to treat the underside. (This is where the majority of eggs will be hidden).

**As you may have guessed – the work involved in preparing your unit is arduous and has to be done quickly to allow for pesticide application ASAP. You may seriously wish to consider retaining the help of a reputable firm that specializes in this type of work. Please see the Superintendent should you require a referral in this matter.**

### What about safety?

Bed bug treatment is one of the most intensive chemical applications being performed. Everyone must be out of the home for a minimum of 4 hours after the treatment is completed (although preferably 24 hours if your health is compromised, if you are pregnant, if you have small children or elderly people in

your home). Pets must also be removed from the unit.

### **Is there a warranty on treatment?**

If you have followed all preparation procedures to the letter, the Corporation's contractor provides a three month/one time re-treat warranty. All well prepared customers have managed to gain control with this program.

### **What is the average cost of treatment?**

The average cost to treat a unit ranges from \$300 - \$900 per unit depending on the level of infestation. In accordance with the Condominium Act, the Corporation's Declaration and ByLaws, cost of treating your unit is the responsibility of the unit owner.

### **What if the residual pesticide applications don't work?**

An alternate method of treatment may be used. The most effective secondary treatment is super-heating the unit. This is done by having a contractor place large industrial heaters and fans in your unit to bring the unit temperature above 45 degrees Celsius for more than 60 minutes. The average cost of super heating a unit is between \$2500 and \$3000.

### **What are the legal ramifications?**

Unit Owners / Residents who do not comply with unit preparation guidelines or who fail to provide access to the unit for a scheduled pesticide treatment will be charged the cost of the pestcontrol contractor's missed visit, regardless of whether the unit is the source of the infestation.

Such unit owners will then also be subject to any and all of the Corporation's legal fees to obtain a compliance order.

Please also note that the Corporation is required to disclose on Status Certificates whether a unit has been the subject of a recent infestation, and if so whether treatment has been successful.

### ***Further Information***

**Further information on bed bugs can be obtained at the City of Ottawa website or at [www.Ottawavalleyipc.com](http://www.Ottawavalleyipc.com) or [www.thermapure.com](http://www.thermapure.com) at [www.bedbugsinfo.ca/](http://www.bedbugsinfo.ca/)**

### **Cockroaches**

**Infestations of cockroaches are rare but if one occurs, please notify the building superintendent for instructions.**



## **HOW PARK SQUARE'S HVAC SYSTEM WORKS, DEFINING OWNERS' RESPONSIBILITIES AND DIRECTIONS FROM THE CCC145 BOARD**

### **Part I: What is the HVAC system?**

The HVAC system provides Heating, Ventilation (air change) and Air Conditioning (cooling) throughout our building.

**Air Delivery-**The essence of Park Square's HVAC system is to introduce air into the building at a point where it is least contaminated, namely on the roof via the penthouse mechanical room, and extract it from where it is most noxious, i.e. from bathrooms and kitchens. After being filtered, the air is pressurized with a large fan and, in winter, warmed. The air is delivered to each floor through a vertical duct beside the elevator shaft and via the three stairwells, then along the corridors and through the main doorway into each apartment. The door, by intention, does not fit tightly in its frame, to allow air passage. If measures have been taken by residents to block the gap around the door, possibly to reduce noise transmission or occasional cooking smells, this thwarts the intentional flow of ventilation air into the apartment.

**Heating and Cooling -**Heating and cooling are achieved by two or three fan-coil (FC) units in each apartment. Each FC is linked to a pair of vertical water-circulation pipes, one delivering heated or cooled water, the other returning the water to either the boilers or the chiller, according to the season.

The system is switched from heating to cooling and back to heating based on current ambient-temperature forecasts. So our system operates such that we can only have either heating or cooling at any one time.

When an FC's thermostat recognizes the need for heating or cooling, it opens a valve linking its coil to the aforementioned delivery pipe, and turns on its fan to one of three speed settings. With water and air now passing through the coil, heat is transferred from water to air in the heating season and from air to water in the cooling season. The fan-driven, recirculated air then heats or cools our apartment spaces. Before it passes through the coil, this recirculated air is filtered to prevent dirt build-up on the coil surfaces as well as to clean the air we breathe.

**Air Extraction-** Air exits from the building through both intentional and unintentional routes. A certain proportion of the air escapes through all the elements that constitute the shell of our building: exterior walls, balcony doors, and around windows. Air is sucked out of the building through all the bathrooms and via the oven range-hoods. Each pair of bathrooms and kitchen in a rise is connected to a vertical duct terminating on the roof at one of the permanently operating extraction fans.

### **Part II: Problems and Owners' Responsibilities**

**Condensation problems during the cooling season -** When the system is in cooling mode, the air passing through a chilled coil will release moisture from the air, depositing it onto the fins of the

coil. This water is termed condensate. It flows down the fins into a built-in drip-tray and, when this is operating correctly, drains through a P-trap to a drainage pipe.

Our current HVAC system is in good condition and is still within its expected useful life cycle, however, it is possible that at any given time, water will accumulate and overflow from the drip tray. If the drain gets clogged, the water

overflowing from a drip-tray will accumulate on the concrete floor within an FC enclosure. If not detected in time this water can spread sideways across the concrete floor surrounding an FC, likely remaining hidden for a while below a carpet or wood flooring, or downwards through gaps around vertical piping into units below where moisture damage, especially to walls, ceilings and furnishings becomes evident. This water accumulation problem has been exacerbated by extreme heat waves which have occurred over the past several summers.

Freezing problems during the heating season-When the system is in the heating mode, residents are reminded to keep windows and balcony doors firmly shut during sub-zero temperatures to prevent water pipes from freezing and bursting, and can cause flooding, often in several units, and requiring expensive clean-up and repairs.

Owners' responsibilities-the HVAC fan coil unit is considered an exclusive use-common element. These are elements designated for the exclusive use of specified units such as balconies, lockers and storage areas, parking spots, heating /cooling units and fireplaces.

While the corporation is responsible to repair and replace damaged and defective common elements, including exclusive use common elements, owners are required to maintain such elements in their units as directed by the Board. This is authorized under Section 9 of the Condominium Act (1998) and is set out in sections 20 to 22 of our Declaration (which can be viewed at [www.151baystreet.com](http://www.151baystreet.com)). This also sets out owner's liabilities for acts and omissions.

### Part III: Directions from the Board

In the past, owners were asked not to interfere with the operation of the HVAC units, specifically not to install their own filters in the units since variation in filter types made the system as a whole less efficient. However, recent experience has shown that regular monitoring of the units by owners and residents is essential to limit incidents and damages from HVAC units. During the extreme heat of the summer of 2021, numerous incidents resulted in costs in excess of \$40,000 for the corporation (collectively, our owners). Many, if not all, of these incidents could have been avoided by early detection of water accumulation.

1. Unit owners and residents are responsible for observing and reporting maintenance and repair issues with HVAC units. Last summer, an Allen key was distributed to every unit for the purpose of opening the in-unit fan coil unit panel to check if there is a water accumulation in your drip pan. For those who are not able to use these Allen keys, there are other types of Allen keys, some can come with handles for easy turning and opening.

2. Because of the speed with which a condensation problem can arise during the summer months, daily observation is recommended. If water is accumulating in the drip tray, immediate action needs to be taken. This could include emptying and cleaning the drip tray and verifying if the P-trap is clear. Owners and residents have a duty to report these imminent problems to the Resident Building Manager.

3. The Board intends to adopt a rule to require owners to purchase at their own expense a moisture detection device that can be placed in the interior of each fan coil unit or more precisely, on the floor of the HVAC unit. These devices are just like our smoke detectors. They sound an alarm when water is detected or the battery needs replacement. And like smoke detectors, the costs range anywhere from \$10-\$30. These sensors could also minimize daily checking. If you don't hear the alarm then you know there's no water leakage in your HVAC unit. These devices should have alarms which can reasonably be heard by residents or have visual alarms for the hearing-impaired and designed for continuous operation of at least six months duration. The Board will display samples of Allen keys and moisture detectors and where to purchase these before the next summer season begins.

4. As part of the bi-annual inspection and replacement of filters, the Board will request our HVAC contractor to undertake a thorough check of the drainage system as well as the condition of cast-iron pipes and to ensure required devices are in place and operational.

5. All damages resulting from owners' and residents' failure to monitor and maintain their fan coil units as well as the cost of repairing such damages shall be borne exclusively by individual owners as set out in the indemnity clause. Owners should purchase their own insurance policy with Water Damage Protection to cover such expenses as well as the contents of the unit, including any improvements or upgrades that have been made to the standard unit as well as living expenses in the event that you need to vacate your unit, among others.

6. The risk of unobserved water overflowing from the pan increases when owners are absent from their unit for extended periods. Owners and residents who will be away from more than three days should advise the Resident Building Manager of their absence as required under Rule 1(D) and make arrangements to have a friend or neighbour check on their units during their absence.

This direction by the Board is common practice with most condos. Although this may seem like a shift in responsibility it is really a correction that should have been attended to earlier and strictly implemented.