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CARLETON CONDOMINIUM CORPORATION 109 NOTICE OF ANNUAL GENERAL MEETING

October 18th, 2017

PLEASE TAKE NOTE THAT the Annual General Meeting ("AGM") of the Owners of Carleton Condominium Corporation 109 will be held as follows:

Date: November 8th, 2017
Time: 6:45 p.m. Registration
7:00 p.m. Meeting
Location: Hunt Club/Riverside Community Centre
3320 Paul Anka Drive, Ottawa

for the purpose of attending to the required business of Carleton Condominium Corporation 109 as outlined in the enclosed agenda.

Please find attached the following documents for your attention:

- a. Notice and Agenda of the Annual General Meeting;
- b. 2016-2017 Audited Financials;
- c. Minutes from the Previous Annual General Meeting;
- d. Insurance Certificate;
- e. Proxy Form

To ensure that we have a quorum of not less than 25% (25 owners) please plan to attend and if you are not able to be present at this meeting, complete the attached Proxy and return it to Capital Integral Property Management.

Your careful reading of the enclosed material prior to the meeting will help make discussions productive. Discussions are limited to the pertinent items on the agenda. Problems pertaining to individual units will not be discussed at the meeting. Unit specific issues should be brought to the Property Manager's attention, prior or after the meeting.

There are three (3) Director's position up for election, one (1) is a one year term and two (2) are for a three (3) year terms. Previous Directors are running again for the position, but you may nominate yourself or other owners. You may use the proxy enclosed and email it to BRavanelli@CIManagement.ca, mail/fax it to the address/number below or vote at the meeting. We look forward to your attendance at the AGM or participation by Proxy.

Regards,
CCC 109 Board of Directors

CARLETON CONDOMINIUM CORPORATION 109 ANNUAL GENERAL MEETING AGENDA

The Annual General Meeting ("AGM") of the Owners of Carleton Condominium Corporation 109 will be held as follows:

Date: November 8th, 2017
Time: 6:45 p.m. Registration
7:00 p.m. Meeting
Location: Hunt Club/Riverside Community Centre
3320 Paul Anka Drive, Ottawa

1. Call to Order
2. Introductions
3. Certification of Quorum and Proxies
4. Confirmation of Notice of Meeting
5. Review of Audited Financial Statements for Year Ending May 31, 2017
6. Appointment of Auditor
7. Approval of Previous Annual General Meeting Minutes
8. President's Report
9. Appointment of Scrutineers
10. Vote on By-law 5 Insurance Deductible
11. Introduction of the Harassment Policy under the Ontario Health and Safety Act and vote on the Rule for Harassment Policy
12. Elections of Three (3) Directors
13. Corporation Business Discussion
14. Adjournment

Thomas Foran FCA(Dec)
W. Gordon Wells, CA (Ret)
Alan Gutman, CPA, CA, LPA
Martin Payne, CPA, CA, LPA



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CARLETON CONDOMINIUM CORPORATION #109

FINANCIAL STATEMENTS

MAY 31, 2017

Thomas Foran FCA(Dec)
W. Gordon Wells, CA (Ret)
Alan Gutman, CPA, CA, LPA
Martin Payne, CPA, CA, LPA



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INDEPENDENT AUDITORS' REPORT

To the owners of Carleton Condominium Corporation #109

Audit Report

We have audited the financial statements of Carleton Condominium Corporation #109, which comprise the statements of financial position as at May 31, 2017 and May 31, 2016 and the statements of fund operations and changes in net assets (operating and reserve fund) and cash flows for the years then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted the audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence that we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

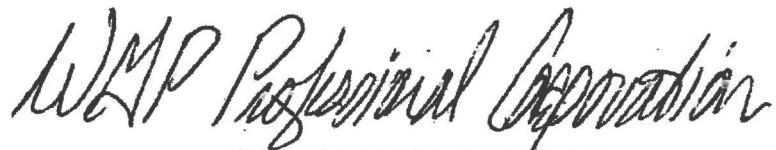
Opinion

In our opinion, these financial statements present fairly, in all material respects, the financial position of Carleton Condominium Corporation #109 as at May 31, 2017 and May 31, 2016 and the results of its operations and cash flows for the years then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Other matters

in accordance with Section 67(4) of the Condominium Act (1998) we report that the Corporation has not complied with the requirements of Section 115(4) of the Act, which requires the Corporation to deposit monies received from owners to be allocated to the reserve fund into a reserve fund bank account. As a result at May 31, 2017 a balance of \$195,283 was owing to the reserve fund by the operating fund.

As further described in Note 8 to the financial statements and in accordance with Section 67(5) of the Condominium Act (1998) we report that the Corporation has not complied with the requirements of Section 94 of the Act and Regulation 48/01 as the Corporation has not conducted a reserve fund study within three years of the preceding study and has not issued a notice of future funding of the reserve fund within the prescribed times.



WGP PROFESSIONAL CORPORATION

CHARTERED ACCOUNTANTS

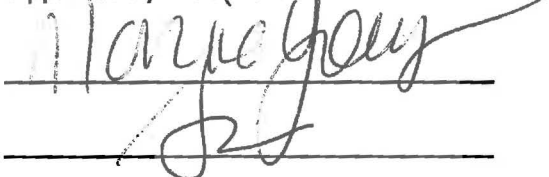
Authorized to practise public accounting by the
Chartered Professional Accountants of Ontario

Ottawa, Ontario
October 17, 2017

CARLETON CONDOMINIUM CORPORATION #109**STATEMENT OF FINANCIAL POSITION****AS AT MAY 31, 2017**

	2017			2016
	Operating Fund \$	Reserve Fund \$	Total \$	Total \$
Assets				
Cash	196,151	409,418	605,569	490,882
Accounts receivable	11,055	-	11,055	12,342
Prepaid expenses	23,342	-	23,342	22,388
Interfund loan	(195,283)	195,283	-	-
	<u>35,265</u>	<u>604,701</u>	<u>639,966</u>	<u>525,612</u>
Liabilities				
Accounts payable and accrued liabilities	23,147	5,737	28,884	50,372
Prepaid fees	-	-	-	1,103
Commitments (note 4)				
	<u>23,147</u>	<u>5,737</u>	<u>28,884</u>	<u>51,475</u>
Net assets	<u>12,118</u>	<u>598,964</u>	<u>611,082</u>	<u>474,137</u>
Represented by:				
Operating fund	12,118	-	12,118	33,022
Reserve fund	-	598,964	598,964	441,115
	<u>12,118</u>	<u>598,964</u>	<u>611,082</u>	<u>474,137</u>

Approved by the Board:



CARLETON CONDOMINIUM CORPORATION #109

STATEMENT OF FUND OPERATIONS AND CHANGES IN NET ASSETS - OPERATING FUND

FOR THE YEAR ENDED MAY 31, 2017

	2017		2016
	Operating fund		Total
	budget	actual	actual
	\$	\$	\$
	(note 7)		
Revenue			
Condominium fees	212,000	212,000	221,333
Additional appropriation	(20,000)	(20,000)	(20,000)
Parking revenue	6,480	4,830	5,340
Interest income	-	-	507
Other	-	1,041	600
	<u>198,480</u>	<u>197,871</u>	<u>207,780</u>
Expenses			
General maintenance	42,831	15,471	21,664
Grounds - summer	16,000	16,257	24,445
Hydro	10,000	9,221	8,358
Insurance	21,940	21,940	21,392
Management fees	29,098	29,098	28,272
Parking control and security services	5,000	5,283	3,787
Office and miscellaneous	3,900	3,888	2,440
Professional fees	8,400	12,803	10,921
Salaries	-	-	1,230
Snow removal	35,000	42,159	32,904
Water	55,000	62,655	58,277
	<u>227,169</u>	<u>218,775</u>	<u>213,690</u>
Deficiency of revenue over expenses for the year	(28,689)	(20,904)	(5,910)
Net assets, beginning of the year	<u>28,689</u>	<u>33,022</u>	<u>38,932</u>
Net assets, end of the year	<u>-</u>	<u>12,118</u>	<u>33,022</u>

CARLETON CONDOMINIUM CORPORATION #109

STATEMENT OF FUND OPERATIONS AND CHANGES IN NET ASSETS - RESERVE FUND

FOR THE YEAR ENDED MAY 31, 2017

	2017		2016
	Reserve Fund		Total
	study	actual	actual
	\$	\$	\$
	(note 8)		
Revenue			
Condominium fees	195,274	190,000	180,809
Additional appropriation	-	20,000	20,000
Interest income	5,899	-	1,380
	<u>201,173</u>	<u>210,000</u>	<u>202,189</u>
Major repairs and replacements			
Attic works	-	-	48,526
Bank fees	-	72	-
Common room	-	6,837	-
Contingency to repair concrete curbs	3,231	-	-
Contingency to repair unit paver	8,077	-	-
Contingency to repair electrical systems	5,384	-	-
Contingency for electrical rooms finishes	1,077	-	-
Electric and lighting	-	-	13,278
Landscaping	-	5,327	-
Reserve fund study	4,415	2,497	1,345
Roofs	-	2,670	21,245
Siding, trim and flashing	-	30,358	-
Signage	-	-	854
Stucco	64,613	4,390	-
	<u>86,797</u>	<u>52,151</u>	<u>85,248</u>
Excess of revenue over expenses for the year	114,376	157,849	116,941
Net assets, beginning of the year	294,943	441,115	324,174
Net assets, end of the year	409,319	598,964	441,115

CARLETON CONDOMINIUM CORPORATION #109

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED MAY 31, 2017

	2017			2016
	Operating Fund	Reserve Fund	Total	Total
	\$	\$	\$	\$
Cash provided by (used in):				
Operating activities:				
Excess (deficiency) of revenue over expenses for the year	(20,904)	157,849	136,945	111,031
Changes in non-cash working capital balances:				
Accounts receivable	1,287	-	1,287	(7,153)
Prepaid expense	(954)	-	(954)	(548)
Accounts payable	(20,455)	(1,033)	(21,488)	40,731
Interfund loan	41,894	(41,894)	-	-
Prepaid fees	(1,103)	-	(1,103)	(15)
Increase (decrease) in cash during the year	(235)	114,922	114,687	144,046
Cash, beginning of the year	196,386	294,496	490,882	346,836
Cash, end of the year	196,151	409,418	605,569	490,882
Supplemental information:				
Interest received	-	-	-	1,887

CARLETON CONDOMINIUM CORPORATION #109

NOTES TO THE FINANCIAL STATEMENTS

MAY 31, 2017

1. Operations

Carleton Condominium Corporation #109 was registered without share capital in 1976 under the laws of the Condominium Act of Ontario. The Corporation was formed to manage and maintain, on behalf of the owners, the common elements of the 100 residential units.

2. Significant accounting principles

(a) Canadian accounting standards for not-for-profit organizations

The Corporation applies Canadian accounting standards for not-for-profit organizations.

(b) Fund accounting

The Corporation follows the restricted fund method of accounting for contributions.

The operating fund reports the contributions from owners and expenses related to the operations and administration of the common elements.

The reserve fund reports the contributions from owners and expenses for major repair and replacement costs of the common elements and assets. Only major repairs and replacements of the common elements and assets can be charged directly to this reserve fund with the exception of the cost of a reserve fund study which may be charged to the reserve fund. Minor repairs and replacements are charged to repairs and maintenance in the operating fund. The Corporation segregates monies accumulated for the purpose of financing future charges to the reserve fund in special accounts, for use only to finance such charges. Interest earned on these amounts is credited directly to the reserve fund.

(c) Capital assets

Capital assets are expensed as acquired.

(d) Use of estimates

The preparation of financial statements in accordance with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

(e) Revenue recognition

Revenue from condominium fees is recognized at the beginning of each month.

CARLETON CONDOMINIUM CORPORATION #109

NOTES TO THE FINANCIAL STATEMENTS

MAY 31, 2017

2. Significant accounting principles (continued)

(f) Financial instruments

Financial instruments and financial liabilities are initially recognized at fair value and their subsequent measurement depends on the purpose for which the financial instruments were acquired or issued, their characteristics and the Corporation's designation of such instruments.

The Corporation has classified its financial instruments as follows:

Asset\Liability	Measurement
Cash	Fair value
Accounts receivable	Amortized cost
Accounts payable	Amortized cost

The carrying amount of these financial assets and financial liabilities approximates their carrying values unless otherwise disclosed.

3. Financial instruments and risk management

Credit risk refers to the risk resulting from the possibility that parties may default on their financial obligations to the Corporation. Interest rate risk refers to the risk that the fair value of financial instruments or future cash flows associated with the instruments will fluctuate due to changes in market interest rates. It is the opinion of management, given the nature of the Corporation's financial instruments, that the Corporation is not exposed to significant credit risk or interest risks arising from its financial instruments.

4. Commitments

- (a) The Corporation has entered into a contract for summer maintenance for the three years ending October 31, 2018. The commitments are as follow: \$15,828 for the fiscal year ended May 31, 2018 ; and \$13,249 for the remainder of the contract, to October 31, 2018.
- (b) The Corporation had previously entered into a contract for management services. The commitment under this contract for 2018 is approximately \$29,971. The contract will renew automatically on a yearly basis, unless notice is given, with an increase of approximately 3% per year.
- (c) The Board of Directors have approved a contract for winter grounds maintenance for the period from November 1, 2017 to April 30, 2018 at a cost of \$26,475 plus applicable taxes. The contract includes provisions for excess precipitation, snow hauling and extra salt applications.

5. Income taxes

The Corporation is a not-for-profit organization and hence is exempt from income taxes.

CARLETON CONDOMINIUM CORPORATION #109

NOTES TO THE FINANCIAL STATEMENTS

MAY 31, 2017

6. Remuneration to officers and directors

There was no remuneration paid to the officers and directors of the Corporation for their services during the year (2016 – NIL).

There were gift certificates purchased for four Board members, totalling \$400, during fiscal 2017, as a thank you and recognition of service and commitment to the Corporation (2016 – NIL).

7. Budget information

The budget amounts presented for comparative purposes are unaudited and are those approved by the Board of Directors. They have been reclassified to conform to the presentation adopted for the financial statements.

8. Reserve Fund

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future major repairs and replacements of the common elements and assets.

The Directors have used the comprehensive reserve fund study of Buchan, Lawton, Parent Ltd., dated July 31, 2013 and other such information that was available to them in evaluating the adequacy of the annual contributions to the reserve fund for major repairs and replacements.

The Board of Directors approved a quotation from Buchan, Lawton, Parent Ltd. to prepare a reserve fund study update at a cost of \$3,842 including applicable taxes. The study was in drafts prior to the year end May 31, 2017, the cost incurred to the year end includes all holdbacks, as reported on the statement of fund operations and changes in net assets – reserve fund was \$2,497.

The reserve fund is evaluated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Such evaluation is based on numerous assumptions as to future events.

9. Capital management

As a not-for-profit entity, the Corporation's operations are reliant on revenues generated annually. Over its history, the Corporation has accumulated net assets in the operating and reserve funds. A portion of the accumulated net assets, in the operating fund, is retained as working capital which may be required from time to time due to timing delays in receiving external funding. The remaining balance in the operating fund is available for the use of the Corporation at management's discretion. The net asset balance in the reserve fund is available for financing future charges to the reserve fund as proposed by the Corporation's reserve fund study and subject to management's discretion.

**CARLETON CONDOMINIUM CORPORATION NO. 109
ANNUAL GENERAL MEETING OF OWNERS
Hunt Club/Riverside Community Centre, 3320 Paul Anka Drive
7:00 p.m., January 9, 2017**

PRESENT:	Nathan Lynch	Vice President
	Robert Kerr	Secretary
	Marina Young	Director-at-Large
	Annette Jensen	Auditor, WGP
	Christy Allen	Counsel, Davidson Houle Allen
	Edi McCord	Property Manager, Integral Property Management
	Elaine Richard	Recording Secretary
ABSENT:	Janet Tudan	President
	Jessica Simmons	Director-at-Large

1. CALL TO ORDER

Christy Allen, Counsel for the Corporation, welcomed owners at 7:08 p.m.

Motion made by Michael Touzel (Unit 51), and seconded by [Mr.] Stephanie Wiebe (Unit 75) to approve Christy Allen acting as Chair for the meeting. Motion carried.

2. INTRODUCTIONS

The members of the Board introduced themselves, and the Recording Secretary was introduced.

3. QUORUM

Christy Allen confirmed quorum with a total of 29 units represented in person and by proxy.

Christy commented that the earlier scheduled meeting on November 20, 2016, was cancelled due to non-quorum, and thanked owners for attending this meeting.

4. CONFIRMATION OF NOTICE OF MEETING

Christy Allen confirmed that the Notice of Meeting was sent to owners on December 20, 2016, in accordance with the requirements of the Condominium Act.

5. APPROVAL OF THE AUDITED STATEMENTS

Annette Jensen, Auditor, WGP, presented the Audited Financial Statements, which were included in the owners' AGM package. She reviewed and explained the Auditors' Report, Balance Sheet, Statement of Reserve Fund Operations, Statement of Income, Statement of Cash Flows, and Notes.

There were no questions following the Auditor's presentation.

6. APPOINTMENT OF AUDITOR

The Board recommended re-appointing Annette Jensen of WGP as Auditor for the next fiscal year.

Chris Labelle (Unit 54) asked if the Board looked at the costs of the current auditor, and if it is comparable to others in the marketplace. Christy Allen responded that the market shows that Auditors will charge similar fees. However, owners can ask the Board to review quotes and make a decision as per the information that they receive as to who should be appointed. Owners can also ask the Board to obtain quotes going forward, and appoint Annette Jensen in the meantime.

Motion made by Chris Labelle (Unit 54), and seconded by [Mr.] Jeannine Roberts (Unit 53), to appoint Annette Jensen, WGP, as Auditor to complete the audit, but the Board should go to market to obtain other quotes to be presented to the owners at the next Annual General Meeting. Motion carried.

7. APPROVAL OF THE MINUTES OF 2015 ANNUAL GENERAL MEETING

Motion made by Michael Koch (Unit 17), and seconded by [Mr.] Beverley Benson (Unit 12), to approve the Minutes of the 2015 Annual General Meeting as presented. Motion carried.

8. PRESIDENT'S REPORT

It was noted by Edi McCord that the President's Report was included in the AGM package. She added that the President was absent due to illness. There were no questions regarding the Report.

9. APPOINTMENT OF SCRUTINEERS

Three Scrutineers were appointed:

Chris Labelle (Unit 54); Neale Chisnall (Unit 65), and Michael Touzel (Unit 51).

10. ELECTION OF (3) THREE PERSONS TO THE BOARD OF DIRECTORS

Christy Allen advised that there were three vacancies on the Board as terms have ended for Robert Kerr, Marina Young, and Jessica Simmons. All three owners have put their names forward to the Board to run for election.

A fourth nomination was received by proxy for Denis Mercan (Unit 50).

Christy asked for nominations from the floor three times, however, no further nominations were received.

Jessica Simmons and Dennis Mercan were not present at the meeting. Robert Kerr and Marina Young briefly addressed the meeting.

Following the election, Christy Allen announced that Robert Kerr, Jessica Simmons, and Marina Young were re-elected to the Board of Directors.

11. GENERAL DISCUSSION

Dennis Wood (Unit 23) inquired how much is being paid for security patrol. Edi McCord responded that the cost is \$200 per month. Edi explained that the patrols are not connected with the other complex. It was noted that mailboxes and cars have been broken into. Dennis asked that the Board look into whether this is a necessary expense

Janet Murphy (Unit 81) asked how often they patrol. Robert Kerr replied that the patrols come three times a week overnight, and they come at different hours. They also periodically come during the middle of the day.

Dennis Wood (Unit 23) suggested using a camera that would feed into a hard drive, for better protection. Nathan Lynch responded that the Board looked at this, however, it would be a significant expense of \$60-\$70,000 for initial set up costs.

James Harrison (Unit 77) stated that there are no lights beside his unit, and asked if a lamppost can be installed. It was also suggested by [Mr.] Jeannine Roberts (Unit 53) that lights be put up high and pointed downward. The Board will consider these ideas.

Dennis Wood (Unit 23) referred to the roof repair list compiled by Roof Master, and asked if the list is public, and if owners could see the list. Robert Kerr replied that the contractors went around to see which units would need roofing sooner than others, and this list is public. Edi McCord has the list of those units.

Dennis Wood (Unit 23) questioned if there is a list of the bathroom vent repairs that were done a

year and a half ago. Dennis is unsure if his vent was repaired. Robert Kerr explained that the contractors would have entered the unit to see if the vent needed repair, but the actual repairs were done through the roof. Robert advised that the property manager could tell Dennis if his unit was repaired.

Dennis Wood (Unit 23) inquired about the timing of the plans for cladding of the side walls. Robert Kerr explained that one side wall will be done per year, until they are all completed. This is to accommodate the roofing, and avoid a special assessment.

Robert Kerr confirmed that the back of units got siding when there was major structural repairs done, but the fronts have not been touched yet. Major foundation issues were discovered as a result of the poor landscaping done in the 80's. The fronts are scheduled down the road, and will be done one block at a time.

Asnakeetch Mekonnen (Unit 58) reported problems with the wood on her balcony. Edi McCord asked her to send an email, and she will have someone look at it, and replace the boards if necessary. This is the process for the time being.

Chris Labelle (Unit 54) inquired if there are any options such as plexiglass for the balconies. Robert Kerr responded that the Board has not discussed options, as the balconies are a few years away. He added that using plexiglass would mean a lack of privacy, as neighbouring units could look right into livingrooms.

Edi McCord advised that the new reserve fund study is currently being conducted. She confirmed that there is \$10,000 allotted for the repair of wood planks. The replacement of balconies is scheduled for 2021-2025.

[Mr.] Jeannine Roberts (Unit 53) commented that hardware has been removed from some storm doors, and they are now flapping in the wind. He asked that these doors be fixed or removed, as it is not good for the condominium's image. Edi McCord responded that many tenants and realtors do not take care to latch the doors, or fix them. This matter will be put in the next Newsletter.

Dennis Wood (Unit 23) stated that he would like the Board to consider an asset upgrade. He referred to the car port units where the exterior walls of the living room and dining room are very cold. Robert Kerr replied that the Board will look at insulating those walls when the deck repairs are done. Edi McCord will remind the engineer to pinpoint this issue in the reserve fund study. As it has not yet been approved, this item can be added. She advised that the eleven maintenance units will be insulated as well, as the end units are suffering.

Dennis Wood (Unit 23) referred to the hot air exhausts for the dryers located just above the front door. Dennis advised that he took a piece of drywall off, and the heating duct was surrounded by a 10-inch hole. As a result, there is freezing cold air going right into the unit. He asked that the engineer also look into this issue. Edi McCord asked that Dennis put this into a formal letter, and

the Board will discuss it at their meeting. She recommended that he get a full report from an engineer, as well as City permit requirements, to include with the report.

Edi McCord commented that the Board is aware that there are racoons and squirrels in the carports. This was a nightmare for one particular unit, and it cost hundreds of dollars to remove a nest of babies. This is another area that will have to be addressed.

Carrie Kearns (Unit 18) asked if there are any results from last year's discussion about prices for insulating attics. Donald Labombarde (Unit 62) commented that the insulation in the attics is insufficient, and he upgraded his attic at his own expense. Edi McCord answered that this item is not in the draft study, and she will make this an agenda item for the Board to discuss adding this to the reserve fund study for the next few years. Robert Kerr added that units can be assessed.

Christy Allen advised owners that Dennis Mercan (Unit 50) distributed a letter in owners' mailboxes today regarding penalties that are imposed on owners. She explained that there is an administrative fee built into the rules if owners do not comply with the rules. If an owner does not comply, and the Corporation's property manager is required to write a letter, there is a fee associated with that action, which is charged to the Corporation. That fee is then charged back to the owners. Dennis is not happy with this and contends that there is a court decision that states that this kind of fee is not legal. To the extent that owners are concerned, Christy explained that charging administrative fees is not illegal, as suggested by Mr. Mercan in his communications. The court decision that Mr. Mercan refers to, actually speaks to penalties, and not administrative fees. It is true that condominiums cannot impose penalties, but the courts and Condominium Act all confirm that condominiums do have the ability to charge back to owners any fees incurred by the Corporation as a result of an owner who is non-compliant. If the Corporation incurs administration fees as a result of a unit owner's non-compliance, that unit owner is fairly held responsible for that particular fee. The courts have basically confirmed that when you are balancing the interests of a collective who are abiding by the rules, and one owner who is not complying, the law will favour the people who are complying and not hold them responsible for fees that are incurred only as a result of that owner's misbehaviour.

Edi McCord added that regarding the Rules and Regulations, it has already been addressed with the Board that the HST addition is an error. It is a \$35 fee, not a penalty. HST will be removed from the Rules in the re-vamping this year.

Robert Kerr confirmed to Dennis Wood (Unit 23), that on an owner's first offence, the fee will be waived. He explained that the property manager will call and give the owner or tenant a chance to rectify the situation, before she sends out a letter.

12. ADJOURNMENT

Motion made by Michael Koch (Unit 17), and seconded by [Mr.] Jeannine Roberts (Unit 53) to adjourn the meeting at 8:04 p.m. Motion carried.



GIFFORD ASSOCIATES INSURANCE
BROKERS INC.



Certificate of Insurance

as represented by

AVIVA INSURANCE COMPANY OF CANADA
(Herein called the Company)

INSURED: Carleton Condominium Corporation Number 109

ADDITIONAL INSURED: All Registered Unit Owners From Time To Time

LOCATION OF RISK: 3415 Uplands Drive, Ottawa ON

AMOUNT OF INSURANCE ON BUILDING: \$17,431,000.00

DEDUCTIBLES:

All Other Perils: \$5,000.00

Earthquake: 5% of \$17,431,000.00 (Minimum of \$100,000.00)

Flood: \$15,000.00

Sewer backup, Water Damage & Freezing: \$10,000.00

EFFECTIVE & EXPIRY DATES: June 1, 2017 to June 1, 2018

LOSS PAYABLE: THE INSURED AND ALL REGISTERED MORTGAGEES WHO ARE FROM TIME TO TIME SECURED BY THE LANDS AND PROPERTIES OF CARLETON CONDOMINIUM CORPORATION NUMBER 109

DIRECT DAMAGE

The Company named above hereby cover the Insured for the perils of insurance described, subject to the terms and conditions of POLICY NUMBER 81235331 and its attached forms.

This Certificate verifies that full Insurance of Value based on the replacement cost, as provided by the Insured at the inception of the policy and each subsequent renewal thereof, has been effected on all buildings owned by the Corporation, excluding Individual Owners Improvements made at the time of or after the original purchase or as described in the standard unit bylaw.

The Insurance reads in the name of CARLETON CONDOMINIUM CORPORATION NUMBER 109 and the persons who from time to time become owners of individual units.

LIABILITY INSURANCE

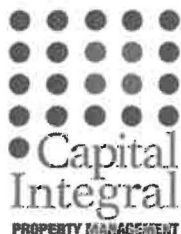
This Certificate further certifies that the interests of CARLETON CONDOMINIUM CORPORATION NUMBER 109 and the persons who from time to time become owners of individual units are covered for Comprehensive General Liability under POLICY NUMBER 81235331 of this Insurer, such provides protection for claims arising out of the ownership of the property described above.

It should be noted that this liability coverage does not, in any way, provide Personal Liability Insurance for the Individual Unit Owners.

This policy may be cancelled at any time on written consent of the Condominium Corporation to the Insurer, or by the Insurer giving sixty days notice in writing to the Insured. Cancellation must be in accordance with the cancellation clause contained in the Master Policy.

In witness thereof, the Insurer through their duly Authorized Representative for this purpose have executed this agreement. Dated at Ottawa, Ontario this 1st day of June 2017.

It is understood that this Certificate does not purport to describe all of the terms and conditions of the policies described above. Reference should be made to the Master Policies as effected by the Board of Directors of the Condominium Corporation.



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Ottawa, ON
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PROXY FOR GENERAL MATTERS AND FOR THE ELECTION OF DIRECTORS

(under subsection 52 (6) of the *Condominium Act, 1998*)

To: Carleton Condominium Corporation No. 109 (known as the Corporation)

1. I am (We are) the registered owner(s) of, or I am (we are) otherwise entitled to vote respecting _____ - 3415 Uplands Drive. (Unit)
2. I (We) appoint _____, if present, or failing him or her, the President of the Corporation, to act as my proxy (herein further referred to as the "Proxy") and to attend and to exercise all voting thereat upon all matters coming before the meeting.
3. I (We) revoke any or all proxies previously given. The Proxy may vote on my (our) behalf in respect of all matters that may come before the Meeting, subject to the instructions set out below, as I (we) could do if personally present at the Meeting.
4. I (We) instruct the Proxy to nominate, if necessary, and to vote for the candidate set out below for THREE positions on the Board of Directors for which all Owners may vote:

Noah Garcia ☐

Pamela Garcia ☐

Mike Touzel ☐

Mike Dexter ☐

Note: Print the name of any individual whom you wish to elect to the board of directors. Your Proxy may only vote for individuals whose names are set out above and who, at the time of the vote, are candidates. If you list more names than positions available on the board of directors, your Proxy will vote in the order set out above up to the number of positions that are available.

5. I (We) instruct the Proxy to vote as indicated below for the specific by-laws, with any amendments that will be agreed upon at the meeting:

a. By-law 5: Insurance Deductibles FOR ☐ AGAINST ☐

b. Rule Respecting Violence and Harassment FOR ☐ AGAINST ☐

Dated this ____ day of _____, 2017

(Signature)

(Signature)

(Print Name)

(Print Name)

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 109

BY-LAW NO. 5

BE IT ENACTED as By-law No. 5 (being a By-law respecting insurance deductibles) of Carleton Condominium Corporation No. 109 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, 1998, or any successor, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

In this By-law, the term "deductible" means: The amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation (in the case of an insurable event under the said policy). Note that a deductible (and a deductible loss) can exist whether or not the corporation decides to make an insurance claim.

**ARTICLE II.
SECTION 105(3) OF THE ACT**

This By-law is passed pursuant to Section 105(3) of the Act, to extend the circumstances under which a deductible loss, as described in Article III, shall be added to the common expenses payable for an owner's unit.

**ARTICLE III.
INSURANCE DEDUCTIBLES**

- (1) Property insurance for the units and common elements (excluding improvements) is obtained and maintained by the Corporation (the "Master Policy"), but is subject to a loss deductible clause.
- (2) The Master Policy accordingly does not cover any loss, or portion of a loss, falling within such deductible. Responsibility for any such loss shall be determined as follows:
 - (a) Any deductible loss relating to damage to a unit (whether or not there has been an act or omission by the owner or lessee of the unit) shall be the responsibility of the owner of the unit, and shall be added to the common expenses payable for the owner's unit [in accordance with Article III (4)], provided the source of the damage is also within that unit.
 - (b) Any other deductible loss shall be the responsibility of the Corporation.
- (3) Notwithstanding the foregoing,
 - (a) each unit owner shall indemnify and save harmless the Corporation and all other owners from any deductible loss (under the Master Policy) related to damage resulting from an act or omission of the owner, or his or her guests, agents or occupants of the unit. (Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4)).
 - (a) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents or employees.

- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

**ARTICLE IV.
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (7) Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (8) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (9) Alterations: This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2017 by Davidson Houle Allen LLP in conjunction with the corporation.

The foregoing By-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998*, of Ontario.

DATED this day of , 2017.

CARLETON CONDOMINIUM CORPORATION NO. 109

Print Name:
Print Title:

I have authority to bind the Corporation

CARLETON CONDOMINIUM CORPORATION NO. 109

("the corporation")

WORKPLACE VIOLENCE AND WORKPLACE HARASSMENT POLICY

Effective Date:

The corporation is committed to the prevention of violence and harassment in the workplace. The corporation is also committed to providing a collegial environment in which all individuals in the workplace are treated with dignity and respect. The corporation does not condone and will not tolerate harassment or acts of violence against or by any of our personnel. The corporation will take whatever steps are reasonable and practical to provide a harassment-free workplace and to protect our personnel from acts of violence from all sources.

Overview of Policy

1. Our workers must not engage in **workplace violence** or **workplace harassment** (including **workplace sexual harassment**) while at our workplace.
2. We will take all reasonable and practical steps to protect our workers from **workplace violence** and **workplace harassment** (including **workplace sexual harassment**) while at our workplace.

Applicability

This Policy applies to any person providing services to the corporation for compensation, including remunerated officers of the corporation, employees, consultants, and independent contractors (all of whom are "workers" for the purposes of this Policy) and to all activities that occur while on the condominium property or while engaging in activities or social events related to the corporation.

Note: For purposes of this policy, the Directors and Officers of the corporation – even if not compensated or remunerated – are also considered "workers", and this policy accordingly applies to them in the same manner that it applies to all of our other workers.

This Policy also protects workers from workplace violence and workplace harassment by other individuals with whom they may have contact in the course of their duties, including owners and tenants.

Everyone is expected to uphold this Policy and to work together to prevent workplace violence and workplace harassment.

What is Workplace Violence?

The Ontario *Occupational Health and Safety Act* defines "**workplace violence**" as the **exercise of physical force** by a person against a worker, in a workplace, that causes or could cause **physical injury** to the worker.

The following conduct also constitutes workplace violence:

- (i) an **attempt to exercise physical force** against a worker, in a workplace, that could cause physical injury to the worker, and
- (ii) a **statement or behaviour** that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Accidental situations, such as a worker tripping over an object and pushing a co-worker as a result, are not meant to be included under this Policy.

A person who has a personal relationship with a worker – such as a current or former spouse or partner – may attempt or threaten to physically harm that worker or the worker’s co-workers at work. In such a situation, domestic violence is considered to be workplace violence and is covered under this Policy. If the corporation is aware of a domestic violence situation that could expose a worker to physical injury, it will take every precaution reasonable in the circumstances for the protection of the worker and his or her co-workers.

What is Workplace Harassment?

“Workplace harassment” means **“engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or workplace sexual harassment”**. This includes comments or actions in the workplace that negatively affect working relationships or productivity or create a poisoned work environment.

“Workplace sexual harassment” means **“engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome”**.

Workplace harassment may occur as one incident or a series of incidents involving unwelcome comments or conduct.

Workplace harassment includes psychological or personal harassment and bullying, workplace sexual harassment, as well as comments and conduct prohibited under the grounds stipulated in the *Ontario Human Rights Code*. Sexual harassment is also a form of workplace harassment.

Examples of harassing behavior prohibited under this policy are:

- verbal abuse or inappropriate displays of anger;
- bullying;
- comments or actions that constitute harassment or discrimination under the *Ontario Human Rights Code*, including but not limited to sexual harassment and harassment or discrimination based on an individual’s race, colour, religion, gender, sexual orientation, national origin, age or disability;
- the display, circulation or electronic transmission of pornographic, racist, or other offensive or derogatory text or pictures;

- conduct that interferes with a person's work performance or creates an intimidating, hostile or offensive work environment;
- unfounded complaints that are made in bad faith, in reprisal, frivolously or with malicious intent;
- interfering with a workplace violence or harassment investigation; intimidating a complainant, respondent or witness or influencing a person to give false or misleading information;
- any other inappropriate, negative, disrespectful, or unprofessional treatment of others; and/or
- failure of individuals in positions of authority to respond in accordance with this Policy to incidents of misconduct or allegations of discrimination or harassment. Such failure may be considered as condoning such behavior and therefore a violation of this Policy.

“Sexual harassment” is any unwanted sexual advance, request for sexual favours, or other verbal or physical conduct of a sexual nature or that is demeaning to a person because of his or her gender,

- (a) when submission to or acceptance of that conduct is made explicitly or implicitly a condition of the person's employment, or the basis for employment decisions affecting that person, or
- (b) when the conduct creates an intimidating, hostile or offensive work environment.

Sexual harassment includes sexual advances or solicitations made by a person who knew or ought reasonably to have known that the advance was unwelcome. It can also take the form of a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance made by a person who is in a position to grant or deny a benefit.

Sexual harassment includes but is not limited to:

- leering
- the display of sexually offensive material
- sexually degrading words used to describe a person
- derogatory or degrading remarks directed towards members of one sex or one sexual orientation
- sexually suggestive or obscene comments or gestures
- inquiries or comments about a person's sex life
- unwelcome sexual flirtations, advances or propositions
- persistent unwanted contact or attention after the end of a consensual relationship
- requests for sexual favours
- unwanted touching
- verbal abuse or threats
- sexual assault

As noted above, workplace sexual harassment includes:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or

- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

What Does Not Constitute Workplace Harassment?

This Policy for the prevention of workplace harassment is not intended to limit or constrain the reasonable exercise of management functions in the workplace. Specifically, this Policy does not prohibit the Firm or its management staff from carrying out functions that fall within their rights and responsibilities, provided this is done in an appropriate, professional manner that does not constitute an abuse of power. Such functions include, but are not limited to, conducting performance appraisals; addressing performance, conduct and dress issues; delegating work assignments, and determining work locations and schedules for staff.

Retaliation

Any act of retaliation against a person using this Policy to report an incident of workplace violence or workplace harassment or a person who is assisting in an investigation under this Policy will be treated as an act of harassment in and of itself. For this Policy to be effective, people must feel free to report and assist in the investigation of charges of workplace violence or workplace harassment. Retaliation is seen as an attempt to undermine the express purposes of this Policy and will attract sanctions.

Workplace Violence and Harassment Programs

The corporation's workplace violence and workplace harassment program includes measures to protect workers from workplace violence and workplace harassment, procedures for summoning immediate assistance if workplace violence occurs, and a process for workers to report incidents or raise concerns.

The corporation will ensure that this *Workplace Violence and Workplace Harassment Policy*, and the supporting program, are implemented and maintained and that all workers have the appropriate information and instruction to protect them from violence and harassment in the workplace. The Workplace Violence and Workplace Harassment Policy will be reviewed annually.

All workers are encouraged to raise any concerns about workplace violence and workplace harassment and to report any violent incidents or threats or any incidents of workplace harassment, including sexual harassment, regardless of who the offender may be.

Workplace Violence and Workplace Harassment Complaint Procedure

Any person who feels that he or she has experienced workplace violence or workplace harassment may take the recommended steps or file a complaint under this policy, or initiate proceedings, without prejudice or fear of reprisal.

It is a requirement under the policy that complaints must be filed in good faith and must be in writing with sufficient detail to enable the individual accused of wrongdoing to provide a comprehensive and informed response to all of the allegations raised.

The Board of Directors of the corporation will investigate and deal with all concerns, incidents and complaints of workplace violence and harassment in a timely and fair manner, while respecting the privacy of all concerned to the extent possible.

Responding to Workplace Violence

In the case of imminent or actual workplace violence or a threat of workplace violence, take the following steps:

- **Immediately notify the corporation's manager. If you experience a problem after normal business hours, you can call the manager's emergency call number.**
- **In some situations, it may be appropriate to call "911" for emergency response.**
- **Also take the steps described below (for non-emergency situations).**

Responding to Non-emergency Situations

Step 1

- Ask the person to stop. A person who considers that he or she has been subjected to workplace violence (not requiring immediate assistance) or workplace harassment (referred to as "the complainant") is encouraged to immediately make their discomfort or disapproval known to the harasser or person acting in a violent manner: Telling the person that you do not like their actions is often enough to stop the behavior. Remind the person that the conduct is contrary to the corporation's Policy on Workplace Violence and Workplace Harassment. If you are not comfortable approaching the person, go to Step 2.
- If you believe that someone who is not a worker (e.g. an owner, tenant or other occupant) has subjected you to workplace violence or any form of workplace harassment, please report the incident immediately to the manager or any member of the Board. Harassing behavior from non-workers is not acceptable and will be dealt with under this Policy.
- Keep records of the incident(s), including dates, location, witnesses, your response to the individual and any other pertinent information.
- If allegations of workplace violence or workplace harassment are made against you, keep a record of your version of the alleged incident.

Step 2

If you do not wish to bring the matter directly to the attention of the person who has exhibited violence or who you believe has harassed you, or if your attempt to resolve the matter with the person does not produce a satisfactory resolution, you may submit your complaint in writing to the Board, and the Board will address the issue with the alleged offender in accordance with Step 3.

Your complaint must contain:

- the name(s) of the respondent(s) to the complaint;
- the date(s) of the incident(s);
- the location(s) of the incidents(s);
- details of the incident(s);
- names of any witnesses.

Step 3

- Any written complaints received pursuant to this Policy will be investigated as thoroughly and as quickly as possible. A complaint may be withdrawn at any stage of the process. However, whether or not a formal complaint is filed, the corporation may be required to proceed with an investigation if it appears that there has been a violation of applicable legislation and/or this Policy.
- The Board will review the written complaint and may determine that an investigation is warranted if there appears to be sufficient evidence to indicate that workplace violence or workplace harassment has occurred. Effective temporary measures will be implemented to protect the complainant, if necessary.
- The complainant will be advised that the respondent has a right to know who is making allegations against him or her and will be provided with a copy of the written complaint for a response.
- Confidentiality will be maintained at all times, except where the disclosure of names is necessary for the purpose of investigating the complaint, when taking any action in relation to the complaint, or where disclosure is required by law.
- If criminal actions are alleged, witnessed, or found to have occurred, the responding member of the corporation will contact the Police immediately. Criminal actions include, but are not limited to, the following behaviours:
 - the displaying of hate-based graffiti or pornography;
 - the transmission or storing of electronic telecommunications that incite hatred and violence or that constitute pornography;
 - the displaying of symbols or emblems, including clothing, that suggest racial supremacy and incite hatred and violence;
 - stalking (persistently pursuing a particular individual although the advances are clearly unwelcome);
 - sexual assault or threat of sexual assault;
 - threats against an individual or his or her family;
 - extortion, and/or
 - physical assault or threats of physical assault.
- In appropriate circumstances, an external investigator will be appointed to conduct a further review of the complaint, determine whether the alleged behaviour has occurred, and make recommendations to the Board.

What Will Happen in an Investigation (Internal or External) under this Policy?

The investigator will, at a minimum, carry out the following steps:

- (a) confirm as many details of the alleged violence or harassment as possible, including the frequency and type of conduct and the date(s) and location(s) of the incident(s);
- (b) ask both parties if there were witnesses, and how the complainant responded at the time of the alleged incident;
- (c) ask who was told about the alleged conduct, their response, and whether anyone else is known to have reported similar behavior by the same person;
- (d) if the investigator investigating a harassment complaint considers it to be appropriate, take note of the professional relationship and any power imbalance between the alleged harasser and the complainant;
- (e) when first speaking to the respondent, remind that person of the policy against retaliation; and
- (f) find out what outcome the complainant would like to see occur.

The investigator will report in writing on the findings, including a finding as to whether or not the complaint of workplace violence or workplace harassment is substantiated.

What Will Happen After a Complaint of Workplace Violence or Workplace Harassment is Substantiated?

Where a complaint of workplace violence or workplace harassment by an employee is substantiated, the corporation will act promptly and fairly in imposing an appropriate sanction. Possible sanctions range from a reprimand to dismissal from employment.

Also (where the result of an investigation into a complaint is a finding that workplace violence or workplace harassment has been committed by an employee), that outcome and any disciplinary action will be recorded in the personnel file of the person against whom the complaint was made. These written records will be maintained for 3 years, unless circumstances lead to the conclusion that the records should be kept for a longer period of time. The Board, at its discretion, where the conduct is minor, may direct the destruction of these records at an earlier date.

When an investigation results in a finding that the complaint of violence or harassment is not substantiated, any record of the complaint shall be removed from the personnel file of the person against whom the complaint was made.

Where the result of an investigation into a complaint is a finding that workplace violence or workplace harassment has been committed by someone other than an employee, the Board will determine what actions may reasonably be taken in relation to the previous violence or harassment and in an attempt to prevent further violence or harassment.

ACKNOWLEDGEMENT

[To be signed by the corporation's employees and regular workers (including the Manager).]

I have thoroughly read this Workplace Violence and Workplace Harassment Policy and I understand my rights and my obligations under the Policy. I understand that if I engage in any act of workplace violence or workplace harassment, I may be subject to corrective or disciplinary action, up to and including termination of my employment. I also acknowledge that certain acts of workplace violence could lead to criminal charges and conviction.

Date: _____

Witness: _____

Signature: _____

Witness Name
(printed): _____

Name (printed): _____

CARLETON CONDOMINIUM CORPORATION NO. 109

(“the Corporation”)

CONDOMINIUM RULE respecting VIOLENCE AND HARASSMENT

[Date of Board Resolution October 12, 2017]

Introduction

The following Rule respecting the use of the common elements and units are made to promote the safety, security and welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The Corporation may pass additional Rules or amend or delete existing Rules from time to time in accordance with the Condominium Act, 1998.

1. Violence and Harassment

- 1.1 The condominium property constitutes a “workplace” of the Corporation, as defined under the *Occupational Health and Safety Act*. Workplace violence and harassment (each as defined under the *Occupational Health and Safety Act*) are prohibited.
- 1.2 The Corporation has a policy respecting workplace violence and harassment. A copy of this policy is available for review.
- 1.3 Violence and harassment (as defined below) are also prohibited against the following non-workers:
 - The members of the Board;
 - All officers or agents of the Corporation;
 - The Corporation’s Manager and its management staff;
 - Owners and occupants of the units, and their guests (while on the property).

“harassment” means engaging in a course of vexatious comment or conduct against another person that is known or ought reasonably to be known to be unwelcome; and includes sexual harassment.

“violence” means,

- (a) the exercise of physical force by a person against another person that causes or could cause physical injury to the other person,

(b) an attempt to exercise physical force against another person that could cause physical injury to the other person, OR

(c) a statement or behaviour that it is reasonable for another person to interpret as a threat to exercise physical force against the other person that could cause physical injury to the other person.

- 1.4 If any individuals as defined in 1.3 above experiences violence or harassment on the property of CCC 109, that individual may inform the Corporation about the violence and harassment, in writing, to the Corporation's Property Manager, following which the Corporation will take the appropriate steps to investigate the matter as may be appropriate, and take any further action as may be appropriate, in the management and administration of the condominium corporation.
- 1.5 If, at any time, any individual on the property of CCC 109 feels at risk for their safety or well being, the individual is advised to call the Police or 911 to deal with the situation. The condominium corporation does not have the authority, the personnel, the training, or the ability, to respond to such situations. Once the situation has been dealt with by the relevant authorities, the individual may also advise the Corporation, as per 1.4 above.