

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION 976

300 Lett

NOTICE OF OWNERS' MEETING: ANNUAL GENERAL MEETING

Tuesday, 2018 April 10, 6:45 PM

A Block, Party Room

300 Lett Street

Ottawa, Ontario

Contents:

Notice and Agenda of the Annual General Meeting

Minutes from the Previous Annual General Meeting

Insurance Certificate

Disclosure Obligations and Qualifications for Candidates and Directors

Candidate Information

Proxy Form

Audited Financial Statement for the year ending 2017 September 30 will be sent separately as it is being finalised.

Issued: 2018 March 26

NOTICE OF MEETING OF OWNERS

1. Date: 2018 April 10
Time: 6:45 p.m. Registration; 7:00 p.m. Meeting
2. Location: A Block Party Room, 300 Lett Street, Ottawa Ontario
3. for the purpose of attending to the required business of Ottawa Carleton Standard Condominium Corporation 976 as outlined in the enclosed agenda.
4. The quorum needed for this meeting is the owners of 37 out of 146 units in the corporation.

The reference to "units" here does not include units that are intended for parking, storage purposes, or for the purpose of providing space for services or facilities or mechanical installations, unless all of the units in the corporation are those kinds of units. Only owners that are entitled to vote at the meeting and are either present at the meeting or represented by proxy can count towards quorum. If this is a pre-turnover meeting under s. 42(6) of the *Condominium Act, 1998*, please see s. 42(10) of the act to determine who counts towards the quorum.

5. A by-law of the corporation authorizes methods of being present at the meeting, in addition to attending in person or by proxy (e.g., by phone or online):

☐ Yes ☒ No

6. A by-law of the corporation authorizes voting methods, in addition to voting by a show of hands, by ballot, by proxy (e.g., by phone or online), if any

☐ Yes ☒ No

7. If you wish to be present at the meeting by proxy (for purposes of quorum) or to vote on any matters by proxy, you must use the mandatory proxy form attached.

8. Please check all of the following that apply to the upcoming meeting:

☒ 8.A This is an annual general meeting.

A copy of the corporation's financial statements and the auditor's report (if any) are being sent by April 4th 2018.

☒ 8.B This is a meeting to elect one or more directors (including a meeting requisitioned under s. 46 of the *Condominium Act, 1998* that may include the election of one or more directors)

The maximum number of positions on the board that are or could be the subject of an election at the meeting, and the term or remaining term of each position, are: 2 positions for 3 year term each

The number of positions that are or could be the subject of an election at the meeting and that are reserved for voting by owners of owner-occupied units is: N/A

Total number of positions on the board is: 5

Candidates

These are the names and addresses of each individual who has notified the board in writing of their intention to be a candidate by the specified deadline

| Name of Candidate | Address of Candidate | Reserved position |
|-------------------|--------------------------------|---|
| Doug Bowman | 300 Lett Street, Ottawa, ON | <input type="checkbox"/> Candidate for position reserved for voting by owners of owner-occupied units |
| Ed McKenna | 300 Lett Street, Ottawa, ON | <input type="checkbox"/> Candidate for position reserved for voting by owners of owner-occupied units |

A copy of any disclosure statements and information is provided at the end of this notice. A disclosure confirmation will be required from each candidate if elected.

Note: For information about disclosure obligations and qualifications for candidates and directors, see s. 29(1) of the *Condominium Act, 1998* and s. 11.6 of Ontario Regulation 48/01 under the *Condominium Act, 1998*, copies of which are included with this notice.

☒ 8.C This is a meeting to remove or appoint an auditor

This meeting will involve the removal or appointment of an auditor for the corporation. An auditor is proposed to be removed as auditor for the corporation.

☐ Yes ☒ No

The candidates for auditor whose information was provided before the specified deadline are: None

☐ 8.D This meeting was requisitioned by owners under s. 46 of the *Condominium Act, 1998*: N/A

☐ 8.E This is a meeting for the purpose of considering an addition, alteration or improvement to the common elements, a change in the assets of the corporation, or a change in a service of the corporation: N/A

☐ 8.F This is a meeting to discuss proposed changes to the declaration and description, by-laws, rules or any agreements: N/A

☐ 8.G This is a meeting relating to amalgamation under s. 120 of the *Condominium Act, 1998*: N/A

9. ☐ Additional material that was submitted by owners by the deadline specified in the preliminary notice is being included with this notice: None

10. ☐ A by-law of the corporation requires that additional material be included with this notice. The following additional material is included with this notice: N/A

MEETING AGENDA

1. Call to Order and Opening Remarks; Introductions
2. Certification of Quorum and Proxies (25% of 146 = 37)
3. Confirmation of Notice of Meeting
4. Review of Audited Financials for Year Ending 2017 September 30
5. Appointment of Auditor
6. Approval of Previous Annual General Meeting Minutes
7. President's Report
8. Appointment of Scrutineers
9. Elections of Board of Directors
10. Corporation Business Discussion
11. Adjournment

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.

To ensure that we have a quorum 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 no later than Thursday, 2018 April 06. If it is more convenient, you may assign the enclosed proxy to another owner, or to one of the Directors in advance of the meeting. For any Director position up for election, you may nominate yourself or other owners. You may use the proxy enclosed to vote and email it to mbarnett@cimanagement.ca, mail/fax it to our address/number on the left or vote at the meeting.

We look forward to your attendance at the AGM or participation by Proxy. If you have any questions, please do not hesitate to contact me directly.

Yours truly,

Michael Barnett
mbarnett@cimanagement.ca
Capital Integral Property Management
Agents for and on behalf of OCSCC 975

DIRECTORS AND OFFICERS

Condominium Act, 1998

Qualifications

29 (1) No person shall be a director if,

- (a) the person is not an individual;
- (b) the person is under 18 years of age;
- (c) the person has the status of bankrupt;
- (d) the person has been found, under the *Substitute Decisions Act, 1992* or the *Mental Health Act*, to be incapable of managing property;
- (e) subject to the regulations, the person has been found to be incapable by any court in Canada or elsewhere; or
- (f) the person has not complied with the prescribed disclosure obligations within the prescribed time. 2015, c. 28, Sched. 1, s. 27.

Disqualification

(2) A person immediately ceases to be a director if,

- (a) the person has the status of bankrupt;
- (b) the person has been found, under the *Substitute Decisions Act, 1992* or the *Mental Health Act*, to be incapable of managing property;
- (c) subject to the regulations, the person has been found to be incapable by any court in Canada or elsewhere;
- (d) a certificate of lien has been registered under subsection 85 (2) against a unit owned by the person and the person does not obtain a discharge of the lien under subsection 85 (7) within 90 days of the registration of the certificate of lien;
- (e) the person has not completed the prescribed training within the prescribed time; or
- (f) the person has not complied with the prescribed disclosure obligations within the prescribed time. 2015, c. 28, Sched. 1, s. 27.

Consent

30 (1) A person shall not be elected or appointed as a director unless the person consents. 1998, c. 19, s. 30 (1).

Deemed consent

(2) A person shall be deemed to consent if the person is present at the meeting when elected or appointed and does not refuse to act as a director. 1998, c. 19, s. 30 (2).

Written consent

(3) A person who is not present at the meeting may be elected or appointed if the person consents in writing to act as director before the meeting or within 10 days after the meeting. 1998, c. 19, s. 30 (3).

Non-compliance

(4) The election or appointment of a person as director contrary to this section is ineffective. 1998, c. 19, s. 30 (4).

Term

31 (1) Except in the case of directors appointed to the first board of directors under subsection 42 (1), a director is elected for a term of three years or such lesser period as the by-laws may provide. 1998, c. 19, s. 31 (1).

DIRECTORS AND OFFICERS

O. Reg. 48/01: GENERAL

Disclosure Obligations

11.6 (1) For the purpose of clause 29 (1) (f) of the Act, a person shall provide the following statements and information in accordance with this section:

1. If the person mentioned in that clause is a party to any legal action to which the corporation is a party, a statement of that fact and a brief general description of the action.
 2. If the spouse, child or parent of the person, or the child or parent of the spouse of the person, is a party to any legal action to which the corporation is a party, a statement of that fact, the name of the spouse, child or parent and a brief general description of the action.
 3. If an occupier of a unit that the person or the person's spouse owns or that the person occupies with the occupier is a party to any legal action to which the corporation is a party, a statement of that fact, the name of the occupier and a brief general description of the action.
 4. If the person has been convicted of an offence under the Act or under the regulations within the preceding 10 years, a statement of that fact and a brief general description of the offence.
 5. Subject to subsection (3), if the person has, directly or indirectly, an interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit, a statement of that fact and a statement of the nature and extent of the interest.
 6. Subject to subsection (3), if the person has, directly or indirectly, an interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit, a statement of that fact and a statement of the nature and extent of the interest.
 7. If the person is an owner in the corporation and if the contributions to the common expenses payable for the person's unit are in arrears for 60 days or more, a statement of that fact.
 8. If the person is not an owner of a unit in the corporation, a statement of that fact.
 9. If the person is not an occupier of a unit in the corporation, a statement of that fact.
 10. All other information that a by-law of the corporation requires the person to disclose. O. Reg. 180/17, s. 6.
- (2) In paragraphs 2 and 3 of subsection (1), "spouse" means,
- (a) a spouse as defined in section 1 of the *Family Law Act*, or
 - (b) either of two persons who live together in a conjugal relationship outside marriage. O. Reg. 180/17, s. 6.
- (3) Paragraphs 5 and 6 of subsection (1) do not apply to a contract or transaction unless both it and the person's interest in it are material. O. Reg. 180/17, s. 6.
- (4) The statements and information that subsection (1) requires the person to provide shall be current as of the time the person provides them. O. Reg. 180/17, s. 6.

(5) If the person provides notice to the board as described in subsection 28 (2) of the Act or subclause 11.2 (2) (c) (ii) of this Regulation with respect to a meeting of owners described in subsection (6), the person shall provide the statements and information required by subsection (1) to the board in writing at the time of providing the notice. O. Reg. 180/17, s. 6.

(6) The meeting of owners mentioned in subsection (5) or (7) is a meeting that is held 40 days or more after the day section 27 of Schedule 1 to the *Protecting Condominium Owners Act, 2015* comes into force and for which a notice of meeting has not already been sent before that day. O. Reg. 180/17, s. 6.

(7) If the person does not provide notice to the board as described in subsection 28 (2) of the Act or subclause 11.2 (2) (c) (ii) of this Regulation but is a candidate in the election of one or more directors at a meeting of owners described in subsection (6), the person shall provide the statements and information required by subsection (1) to the corporation at the meeting. O. Reg. 180/17, s. 6.

(8) For the purpose of subsection (7), the person shall provide the statements and information,

(a) orally or in writing if the person is present at the meeting; or

(b) in writing if the person is not present at the meeting. O. Reg. 180/17, s. 6.

(9) If the person is a person appointed to the board as described in subsection 34 (2) of the Act, the person shall provide the statements and information required by subsection (1) of this section to the board,

(a) at any time before being so appointed, unless the corporation has passed a by-law described in clause (b); or

(b) within such other period of time that is set out in a by-law of the corporation and that is before the appointment. O. Reg. 180/17, s. 6.

(10) The person shall provide the statements and information,

(a) orally or in writing if the person provides them at a time at the meeting when the person is appointed to the board that is before the appointment; or

(b) in writing if,

(i) the person provides the statements and information before the meeting at which the person is appointed to the board, or

(ii) a by-law of the corporation requires the person to provide the statements and information in writing. O. Reg. 180/17, s. 6.

(11) If this section requires a person to provide the statements and information required by subsection (1) in writing, the signature of the person shall be included in the statements and shall accompany the information. O. Reg. 180/17, s. 6.

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 976
ANNUAL GENERAL MEETING
300 Lett St. Block A
Ottawa, Ontario
March 29, 2017
7:00 p.m.
DRAFT MINUTES

PRESENT:

| | |
|-----------------|--|
| John Adams | President |
| Elena Harding | Treasurer |
| Kyle Gray | Director |
| Kevin Vroom | Auditor, BDO Canada |
| Nancy Houle | Legal Counsel, Davidson Houle Allen |
| Dan Fried | Property Manager, Capital Concierge |
| Bill Murray | Capital Concierge |
| Michael Barnett | Onsite Property Manager, Capital Concierge |
| Carol Slack | Recording Secretary |

1. Call to Order

John Adams (President) called the meeting to order at 7:03 p.m. and welcomed everyone to their first Annual General Meeting.

2. Proof of Notice of Meeting

The Chair confirmed that Notice was provided to owners by hand-delivery and by email. He asked those owners who did not receive a package to speak to Dan Fried.

3. Announcement of Quorum Present

The Chair confirmed that quorum requirements were met, as over 25% of unit owners were represented in person or by proxy.

4. Reviews of Financials

Kevin Vroom (Auditor) expanded on the Auditor's Report and Financial Statements that were provided to owners in the AGM package. He provided explanations of day-to-day operations and contributions to the reserve fund. He reviewed the statements, noting a clean, audited opinion. The President noted that the Board would gather any questions that come to mind after the meeting and send them to the Auditor for answers. Mr. Vroom would also be leaving his card, should owners wish to contact him directly.

The Auditor set out that there was a year-end deficit in the operating fund of \$4,736 and the reserve fund balance was \$41,947. He noted that the elevator expense in the operating fund was \$19,000 as opposed to the budgeted \$10,000. Professional fees were budgeted at \$22,400 and the actual was \$7,800 and snow removal was \$24,673, as opposed to the budgeted amount of \$5,600. Utilities were budgeted at \$225,000 and the actual was \$170,000.

A unit owner asked why there was such a discrepancy with respect to the elevator costs. Elena Harding clarified that the corporation was comparing their figures to a budget that was prepared by Claridge in 2013, which was much lower. The Auditor confirmed that the only elevator expense was for the actual contract with ThyssenKrupp.

A unit owner asked if the deficit was something to be concerned about. The Auditor explained that the goal was to budget to a \$0.00 balance; however, this was difficult for a new condominium, especially with respect to utilities, given that they had not reached full occupancy at the end of the last fiscal year. He also noted that the corporation will become more accurate over time. Elena Harding said that the Board held a meeting to compare the 2017 budget against the 2016 budget and identified the significant variances with respect to Claridge's figures. The savings in utilities were the result of over-estimations by the Developer. However, all of the other operating and maintenance expenses, including the contracts, were significantly under-budgeted. Overall, she thought that a \$4,000 deficit was a good result. Dan Fried agreed, as it was more common to see far greater variances (\$20,000-\$70,000) for new condominiums. Their next steps would be to seek recovery of the deficit from Claridge (along with other costs that were incurred during the first year).

A unit owner asked why there was a slight variance in condominium fees collected. Elena Harding noted that the condominium fees were pro-rated, taking into account that the condominium was registered on October 6, 2015 and the fiscal year-end was October 1, 2016.

A unit owner asked for clarification with respect to the high snow removal fees. Elena Harding said that Claridge budgeted \$5,000 for the first year and the contract that was entered was \$20,000, which was the current market value of a snow removal contract. Dan Fried clarified that the contract included clearing the pathways and fire exits (by hand), the main walkway shared with neighbours (80/20) and behind the building. A unit owner said that the ratio of use with the neighbouring condominium was not 80/20. Mr. Fried suggested that this discussion be deferred until later in the meeting. The President noted that the agreement was intended to be recalibrated to 50/50.

Elena Harding set out that a Reserve Fund Study had been approved and all owners would receive a copy. The Study outlined all of the expected expenses over a thirty-year period. Dan Fried confirmed that, as of 2018, it was a requirement that the condominium fees could not increase more than the rate of inflation.

5. APPOINTMENT OF AUDITORS FOR 2016-2017

Nancy Houle (Legal Counsel) explained that there were three options with respect to appointing the auditor:

- 1) remain with the same auditor;
- 2) move that the Board select another auditor; or
- 3) request that the Board go to tender and delegate the decision-making to the Board, including the auditor's remuneration.

In order to make such a decision, it was common that the Board and Manager answer questions with respect to the services and value of the work carried out by the auditor. Both agreed that they were pleased with the services. Elena Harding explained that BDO was the most fair for the service (of the five quotes) and had a very good reputation.

Francois Camire (616) moved, seconded by Charbel El-Helou (509), to re-appoint BDO Canada as the Auditor for the following fiscal year. Motion carried.

6. Board's Address

The President set out that he and Elena Harding were elected for three-year terms, with two years remaining. Kyle Gray had a one year term and was standing for re-election. There were two additional terms that were vacant.

The President set out that the Board interviewed property management companies, carrying out due diligence, including detailed site visits. They awarded a contract to Capital Concierge until April 2018. Michael Barnett was the onsite manager from Capital Concierge. The turnover meeting was held in February 2016 (when the Board was elected).

A month or two later, there was a flood in Block C and many owners were affected. After hard work, from many parties, the remediation was complete. Should owners have any items that still required addressing, they were asked to let them know.

The pool took quite a bit of effort to set up, as many steps were required, including permits and inspections. It opened last year and would be re-open between the long weekend in May and the beginning of June. The Board asked that owners be mindful that the townhouses and Block A face the pool. Some rules had to be implemented including, no glass allowed in the area and clothing being required at all times. Rules would be discussed further in the meeting. The Site Services Manager would carry out tasks including ph tests and pool maintenance.

A unit owner asked if the responsibility of the water damage was known. Dan Fried advised that the insurance company would not disclose the responsible party, as they were in the process of subrogating the claim. He also confirmed that the problem had been fixed and that the corporation's insurance paid for the damage. Once the subrogation was complete, the premium would no longer be effected.

The President said that the barbecues were set up. There were rules for this area as well, including no smoking. Cameras had been installed in order to mitigate risk. In one instance, an

owner had food thrown onto her balcony. Canada Day and Bluesfest brought large crowds to the area. If demand for barbecues increased, they could consider more barbecues.

Elza Piourveeva (608) said that her unit was directly beside the barbecues and that she now had an ant issue. Elena Harding suggested that she speak to Michael Barnett to address the ant issue.

A unit owner asked if the terraces would become wheelchair accessible. The President noted that there was a tenant who was considering moving into the building, but would not be able to access the terrace because of the steps. The unit owner said that there were accessibility issues in other areas of the building as well, eg. P1.

Nancy Houle (Legal Counsel) referred to the *Access for Ontarians with Disabilities Act*, which set out that Ontario be accessible to Ontarians. Implementation was staged. The Built Environment Standard assured that buildings were accessible. Those standards did not yet apply to condominiums; that is, at the time OCSCC 976 was built, the developer was not obligated to make the building accessible. However, should a disabled person become a resident in the building, the Human Rights Code would come into effect. The condominium corporation had a duty and an obligation to accommodate the resident, when they show that they have a need for accommodation, up to undue hardship. She added that costs did not necessarily qualify as undue hardship. For example, a corporation may have to levy a special assessment to install a ramp for a resident to be able to access a pool. Undue hardship may arise if an engineer confirms that there was no physical means to accommodate the resident. Ms. Houle said that some corporations were looking ahead and considering building in the accommodation costs into the Reserve Fund Study, should the need arise.

A unit owner asked how long the Board would have to act, should a resident require changes to the building. Ms. Houle explained that the Human Rights Tribunal made their decisions based on reasonableness, which could vary. If it was a quick installation, such as a chairlift, it may take a few months. If the Board was not taking steps, the Board could be at risk of a claim.

Elena Harding asked if the Developer held any responsibility. Ms. Houle said that, at that time, the builder did not have a requirement in relation to the phased requirements.

It was noted that the no-touch access from the garage to the A and C blocks was not working. Michael Barnett would look into this.

A unit owner asked if Claridge would have known about the AODA requirements. Nancy Houle set out that, as of June 2016, the standards had been updated. The design for OCSCC 976 would have been set up long before this date. She added that the Human Rights Code always applied.

It was confirmed that the Reserve Fund Study was complete and the "Notice of Future Funding for the Reserve Fund" was distributed to all owners. It was also confirmed that the Tarion Performance Audit had been completed and submitted to the builder, noting that warranty work was ongoing.

The President set out that the rules that were included in the meeting package would be discussed further in the meeting. He noted that security had been an issue for many reasons, including Bluesfest and Canada Day. Unfortunately, they could not be fully protected, but more cameras were installed and a live feed was available to the Site Services Manager.

Elena Harding, Kyle Gray and Dan Fried prepared the 2017 budget and met with owners. One of the take-aways was that the concierge position would be re-framed as opposed to removed.

The President confirmed that 80% of the common element warranty work was carried out. They were just waiting on the spring to work on the remaining items.

A unit owner said that she reported several issues near her unit and nothing had been done. Dan Fried said that the process was constantly alternating between the developer and the Board and that the reason for the recent email to owners was to capture items that may have been missed. It was highly likely that remaining work to owners' units was scheduled for the Spring. The active list was changing too much to provide to owners at this time. Mr. Fried said that the developer had two years to carry out repairs set out in the Performance Audit and noted that Claridge was doing a good job relative to some properties. Anything that was listed on the survey as a common element issue was on Claridge's list of deficiencies. If owners had issues that they knew were not on the list; that is, if they just moved in, common element issues should be forwarded to Michael Barnett, whose contact information was posted in the elevator. He also confirmed that owners could request a copy of the Performance Audit by email, adding that it was a very large document.

The President noted that LF3 had been working with LF1 and LF2 with respect to Bluesfest security, vandalism and the volume of pedestrian traffic. They met with the CEO's of Bluesfest and the War Museum who added garbage bins and fencing. They would continue working jointly with all condominiums (over 500 units) and clarified that the only shared cost was security.

Owners were provided a scope of work for the new Site Services Manager that was more resident focussed. Nathan and Daniel were the new staff.

A resident asked why the exterior door to the back entrance was accessible. The Board would look into this, with a view to eliminate security risks, including reviewing camera footage. The President confirmed that extra security was in place during Canada Day and Bluesfest. Dan Fried noted that the building did not have the capability of locking the outer vestibule door and he thought that 50% of buildings in Ottawa had this option. He added that it would be expensive to install this feature. A unit owner advised that in December or January, there was an incident where an ambulance attended the building.

Dan Fried clarified that the cleaner was replaced and the quality of service had increased substantially. The scope of work hadn't changed, but the change in personnel had made a marked improvement. Owners were asked to advise building services or send an email to the Board with any issues.

The President noted that the party for all three buildings would take place again, as it was a success and a good means to get to know neighbours. The Christmas Party for just L3 would also be held again.

When the warmer weather arrived, the exterior elements would be completed. The Board would review options with respect to recovering the reserve fund contribution shortfalls, while keeping prudence in mind.

Cleaning the Capital was coming up and the Board was already discussing Canada Day and Bluesfest. Ed McKenna (507) had retired and put together a list of upcoming events in the area, including: public consultations for Claridge 4 & 5; the Ottawa Senators' site; Harmony Park; the Ottawa River Boathouse; Public Library consultation; the Booth Street Bridge (Task Force); 900 Albert Street; the Julianna Apartments' retaining wall; and the Albert St. pedestrian crossover bridge. Elena Harding said that she would post the list on their Facebook page. The President was hoping to update owners monthly.

Dan Fried clarified that the aquaduct was refilled and returned to its normal condition.

7. ELECTION

Nancy Houle noted that the corporation was mandated to have five directors and that the positions be staggered; that is, the first Directors should have been voted in for two three-year terms, two two-year terms and one one-year term. The two Directors whose positions were not up for election were voted into the three-year positions and had two years remaining. The three positions that were available were one three-year term and the second year of two two-year terms.

Ms. Houle clarified that the owners voted for the term of the positions and the Board selected the offices amongst themselves.

Charbel El-Helou (509) moved, seconded by Dorisse Fraser (806) to acclaim Kyle Gray (207) for a three-year term and Ed McKenna (507) and Doug Bowman (517) for the one year remaining on the two, two-year positions. Motion carried.

8. RULES

The President set out that Nancy Houle (Legal Counsel) had provided a set of "standard rules". He explained that Nancy Houle, and all of the previous Nelligan O'Brien Payne Condominium Law Group, had recently become their own firm – Davidson Houle Allen. Over time, she and her partners modified the rules to reflect new law and the results of precedent-setting cases. The Board relied on this experience and customized the rules to the needs of OCSCC 976. The Board and management had reviewed and approved them. Some points had been brought to the Board's attention including: security, the pool, and short-term rentals.

Nancy Houle explained that the rules had been compiled over a 40-year period, given that their Condominium Law Group was created over 40 years ago. She noted that James Davidson, a current

senior partner, had been working in the field for over 32 years. She emphasized that, ultimately, the rules had to fit their community and that inviting owners' input was part of the process.

Ms. Houle confirmed that the rules had been sent to owners approximately two weeks prior to the meeting. Under Section 56 of the *Condominium Act*, rules were created by the following steps:

- The Board approved them;
- A formal Notice was sent to owners;
- The formal Notice triggered the timeline of 30 days within which owners could consider whether or not they wished to call a Special Meeting to vote or amend a rule; and
- The request for a meeting must be supported (by signature) of 15% of the owners (through a letter to the Board), with a view to limit unsupported owners.

Ms. Houle also said that non-substantive amendments could be made at this meeting.

A unit owner said that the restriction of dogs to 40 pounds would mean that her dog would not be permitted. Ms. Houle explained that it was good practice to have a pet rule and should a new rule implement new restrictions, existing dogs would be grandfathered (for residents only). The Courts have established that the restriction of dogs over 25 pounds was reasonable. She also noted that condominium law was fluid and changed over time (as supported by the *Condominium Act*). For example, ten years ago, smoking was not the issue that it was today. It is now law that smoking was not permitted on all of the common elements and condominium communities are establishing rules to prohibit smoking throughout condominiums.

A unit owner expressed concern about the restriction on short-term rentals, as she had a professional rent her unit for a three-month period and, should these rules come into place, she would no longer be able to do this. Ms. Houle explained that the restriction of short-term rentals to six months was the limit decided as reasonable, in most Court cases, when there was a single family use provision in the Declaration. She reminded owners that, in their case, there was a provision to allow owners to rent their units for under six months, once per year (with a view that owners could lease their unit while they are on vacation). Again, owners could gather support to call a special meeting to modify any rules in accordance with what the ownership agreed to.

A unit owner asked about enforcement of the short-term rental rule. Ms. Houle explained that there was no burden on the Board to police the rule. However, once the Board became aware of a violation, they were obligated to act. It was on the entire community to advise the Board of rule infractions. She said that some non-resident owners have found their own units being rented out on Airbnb, by their tenants. Many property management companies have created a position to focus on online rental violations. She also noted that the Board could not take enforcement steps unless they had a justified and valid complaint. The President said that there were owners that would like to commercialize their units; however, this increased the risk of damage and security breaches (and higher insurance costs). Ms. Houle said that the two-week allowance provided owners with the opportunity to provide their unit for rent should they wish to take advantage of Airbnb opportunities for their vacation.

Ms. Houle encouraged owners to collaborate and call a meeting (15% of owners), should they wish to express their opposition to a rule or request modifications.

A unit owner expressed concern about the pool hours, as was not available to swim until after the proposed 7:00 closing time. The President said that because they were such a new community, the Board was open to modification of the pool hours. Elena Harding said that the 7:00 limit was selected to allow the Site Services Manager to carry out the procedures to properly close the pool before the end of the 8:00 shift. The President said that once they became aware of some of the issues, they installed lights and security cameras to prohibit some of the unwelcomed behaviour. He added that the people who wished to swim later in the evening were not the same as those swimming on Canada Day or during Bluesfest. Ms. Houle noted that the language included “normal pool hours” and that there was nothing wrong with adding an addendum for additional qualifications.

A unit owner asked why the corporation was asking for another set of keys when the property manager already had one. Ms. Houle explained that the justification for the corporation to have keys was in the event of an emergency. She mentioned that management and the Board only required one set of keys. Dan Fried asked the owner to check with Michael Barnett that they already had a set of keys.

A unit owner asked why it was a requirement that someone visit a vacant unit every two days (in the case of a four-day absence). Ms. Houle set out that this was a provision of the corporation’s insurance policy. She added that there was no obligation to officially report when and who visited the unit, unless the information was requested by the Board.

It was advised that there was a typo in the rule about diving in the pool. It was clarified that there was no diving at all at the pool.

It was confirmed that the pet rule applied to visitors as well.

A unit owner asked if she could change her tires in her parking space. She also noted that her space was beside the car washing area and that one side of her car was always getting sprayed. Elena Harding said that the Board was going to try to speak with Claridge to designate a space that was used only for car washing. Ms. Houle clarified that Rule 32.4 was to prohibit activities such as oil changes or any use of equipment that could damage the common elements (asphalt) or cause injury, as the corporation was the occupier of the common elements under the *Occupiers Liability Act*.

Ms. Houle clarified that the hardwood flooring rule was to assure, in the case of any damage, the standards were met when the original hardwood flooring was replaced (and not to a lesser quality standard). Dan Fried has witnessed owners being paid out for damage only to carry out a much less quality product/installation.

A unit owner asked why there was a weight restriction for pets and if there had been an issue for large dogs on the property. Dan Fried clarified that complaints about large dogs were common and Ms. Houle confirmed that there were cases where cats had been removed from buildings.

There was further discussion with respect to the parameters of a pet rule. Ms. Houle reminded owners to gather support for a meeting if they would like to discuss changing any of the proposed rules. It was confirmed that there had been noise complaints about larger dogs and that people were nervous about getting onto elevators with large dogs. She reminded owners that the rules would not be in effect for 30 days from the time that they were provided, unless 15% of the owners requested a special meeting to discuss them.

A unit owner asked for clarification with respect to barbecue limitations. The President confirmed that if their units had a gas hook-up, they were permitted to install a barbecue. Ms. Houle noted that one of the restrictions was that propane was not permitted in enclosed areas, such as elevators and stairwells. She recommended that owners contact the Board should they have any specific requests with respect to barbecues.

A unit owner had engaged someone to install a ceiling fan and the contractor said that there was not adequate support for the type that she purchased. Ms. Houle advised owners to hire an electrician should they wish to install a ceiling fan.

A unit owner asked if the Site Services Manager could attend to their unit when owners were away for several days. Ms. Houle said that Dan Fried could speak to owners after the meeting, as there may be liability issues for management to consider.

A unit owner asked about window tinting. Dan Fried confirmed that it was not permitted, as it voided the warranty and had further information for those who were interested.

A unit owner asked for clarification with respect to the responsibility for dryer vents. Dan Fried confirmed that there was a contract in place for maintenance of the vents from the exterior of the building, as the interior was the owners' responsibility. Ms. Houle stressed that owners contact management if they had any questions about the maintenance of dryer vents, as they did pose a fire hazard.

There was discussion with respect to driving violations. Dan Fried requested that owners provide the information to management in order to cross-reference the time of the incident to the camera footage.

9. NEW BUSINESS

Several unit owners noticed very loud, high-pitched sounds during strong winds. Owners with this issue were asked to send an email to Michael Barnett to look into.

A unit owner advised that a group of owners would be involved in a community garden project at Preston and Somerset. Those interested were asked to meet at the Plant Community Center from 2-4. Elena Harding asked the owner to provide her the details to post on board.fusion@gmail.com.

A unit owner asked about a stop sign being installed. Dan Fried confirmed that the no parking signs were going to be installed when the weather improved.

A unit owner asked if more bicycle racks could be installed, as the current ones were full. The President said that the Board would look into this and confirmed that the bicycle parking was not assigned.

A unit owner asked if notices could be posted in the mailrooms as well. Dan Fried said that occasionally third parties posted notices and that management did post notices throughout the building. He added that management had put up five notice boards and all had been vandalized or ruined.

There was discussion with respect to restricting left access from Booth; the goal being avoiding all of downtown traffic lining up in this lane during rush hour.

10. ADJOURNMENT

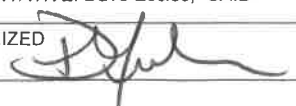
Charbel El-Helou (509) moved, seconded by Alexander Arruda (614) to adjourn the meeting. The meeting ended at 9:09 p.m. Motion carried.



Certificate of Insurance

Intact Insurance Company

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

| 1. CERTIFICATE HOLDER – NAME AND MAILING ADDRESS Capital Integral Property Management 904 Lady Ellen Place Ottawa, ON POSTAL CODE: K1Z 5L5 | | 2. INSURED'S FULL NAME AND MAILING ADDRESS Carleton Condominium Corporation #976 904 Lady Ellen Place Ottawa, ON POSTAL CODE: K1Z 5L5 | | | |
|--|------------|--|-----------------------------|---|---------------------------------|
| 3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured) Residential Condominium Corporation Location: 300Lett Street, Ottawa Centre, ON K1R 0A8 | | | | | |
| 4. COVERAGES This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. <div style="text-align: right;">LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</div> | | | | | |
| TYPE OF INSURANCE | POLICY NO. | EFFECTIVE DATE (YYYY/MM/DD) | EXPIRY DATE (YYYY/MM/DD) | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | |
| | | | | COVERAGE | AMOUNT OF INSURANCE |
| COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> LR02 OR <input checked="" type="checkbox"/> LR20 <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> Pollution Liability Exclusion Standard <input type="checkbox"/> Limited – 120 hours <input type="checkbox"/> Other | 501398363 | 2017/10/06 | 2018/10/06 | COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY | |
| | | | | - GENERAL AGGREGATE | 5,000,000 |
| | | | | - EACH OCCURRENCE | 5,000,000 |
| | | | | PRODUCTS AND COMPLETED OPERATIONS AGGREGATE | 5,000,000 |
| | | | | <input checked="" type="checkbox"/> PERSONAL INJURY AND ADVERTISING INJURY LIABILITY - Any one person or organization | 5,000,000 |
| | | | | MEDICAL PAYMENTS – Any one person | 25,000 |
| | | | | TENANTS LEGAL LIABILITY – Any one premises | 2,000,000 |
| | | | | NON- OWNED AUTOMOBILE | 5,000,000 |
| OTHER COVERAGES (SPECIFY) Directors and Officers | 501398363 | 2017/10/06 | 2018/10/06 | Condominium Directors and Officers Liability | 5,000,000 |
| 5. CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. | | | | | |
| 6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS Craig McDonald Reddon 467 10 th Street, Suite 200 Hanover, ON POSTAL CODE: N4N 1R3 BROKER CLIENT ID: | | 7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability – but only with respect to the operations of the Named Insured) POSTAL CODE: | | | |
| If Section 7 is completed, the policy must be endorsed or contain specific language providing Additional Insured status and such status shall only apply to the extent indicated in such endorsement or policy language. | | | | | |
| 8. CERTIFICATE AUTHORIZATION | | | | | |
| ISSUER: CMR Insurance | | CONTACT NUMBER(S) | | | |
| AUTHORIZED REPRESENTATIVE: Dave Eccles, CAIB | | TYPE Office | | NO. 519-364-3540 | TYPE NO. |
| | | TYPE | | NO. | TYPE NO. |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE:  | | EMAIL ADDRESS: deccles@cmrinsurance.com | | | DATE (YYYY/MM/DD) 2017/09/26 |

CSIO

CERTIFICATE OF PROPERTY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

| | | | |
|---|--|---|--|
| 1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS | | 2. INSURED'S FULL NAME AND MAILING ADDRESS | |
| Capital Integral Property Management | | Carleton Condominium Corporation #976 | |
| 904 Lady Ellen Place | | 904 Lady Ellen Place | |
| Ottawa ON | | Ottawa ON | |
| POSTAL CODE K1Z 5L5 | | POSTAL CODE K1Z 5L5 | |

| |
|--|
| 3. LOCATION OF PREMISES / DESCRIPTION OF PROPERTY TO WHICH THIS CERTIFICATE APPLIES |
| Residential Condominium Corporation |
| Location: 300 Lett Street, Ottawa Centre, ON K1R 0A8 |

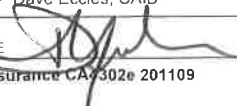
| |
|--|
| 4. COVERAGES |
| This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. |

| TYPE OF INSURANCE | INSURANCE COMPANY AND POLICY NUMBER | EFFECTIVE DATE YYYY/MM/DD | EXPIRY DATE YYYY/MM/DD | LIMITS OF INSURANCE (Canadian dollars unless indicated otherwise) | | |
|--|-------------------------------------|------------------------------|---------------------------|---|------------|---------------------|
| | | | | COVERAGE | DEDUCTIBLE | AMOUNT OF INSURANCE |
| <input checked="" type="checkbox"/> PROPERTY <input type="checkbox"/> NAMED PERILS <input checked="" type="checkbox"/> BROAD FORM <input checked="" type="checkbox"/> CO-INSURANCE % 90 <input type="checkbox"/> STATED AMOUNT <input type="checkbox"/> MARGIN CLAUSE % _____ | Intact insurance 501398363 | 2017/10/06 | 2018/10/06 | <input type="checkbox"/> P.O.E.D <input type="checkbox"/> RC <input type="checkbox"/> ACV <input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> RC <input type="checkbox"/> ACV <input type="checkbox"/> EQUIPMENT <input type="checkbox"/> RC <input type="checkbox"/> ACV <input type="checkbox"/> STOCK <input type="checkbox"/> RC <input type="checkbox"/> ACV <input type="checkbox"/> C.O.E.D <input type="checkbox"/> RC <input type="checkbox"/> ACV <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL INCOME <input checked="" type="checkbox"/> EARTHQUAKE <input checked="" type="checkbox"/> FLOOD <input checked="" type="checkbox"/> SEWER BACKUP | 5,000 | \$31,827,000 |
| <input type="checkbox"/> INLAND MARINE <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> BROAD FORM <input type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> REPLACEMENT COST | | | | <input type="checkbox"/> CONTRACTOR'S EQUIPMENT <input type="checkbox"/> CARGO <input checked="" type="checkbox"/> Water Damage | 10,000 | |
| <input checked="" type="checkbox"/> BOILER & MACHINERY/ EQUIPMENT BREAKDOWN OPTION # _____ | Intact 501398363 | 2017/10/06 | 2018/10/06 | | 5,000 | \$31,827,000 |

| |
|----------------------------------|
| 5. ADDITIONAL INFORMATION |
| |
| |
| |

| |
|--|
| 6. CANCELLATION |
| Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. |

| | |
|--|---|
| 7. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS | 8. INTERESTED PARTY NAME AND MAILING ADDRESS |
| Craig McDonald Reddon | |
| 467 10th Street, Suite 200 | |
| Hanover, ON | |
| POSTAL CODE N4N 1R3 | POSTAL CODE |
| BROKER CLIENT ID: | NATURE OF INTEREST: |

| |
|--|
| 9. CERTIFICATE AUTHORIZATION |
| ISSUER |
| AUTHORIZED REPRESENTATIVE Dave Eccles, CAIB |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE  |
| CONTACT INFORMATION TYPE Office NO (519) 364-3540 TYPE NO. EMAIL ADDRESS decdes@cmrinsurance.com |
| DATE 2017/09/26 |

Ed McKenna, Unit 507

My wife and I purchased and took occupancy of our unit at 300 Lett Street in the early summer of 2015. We are both retired, and moved to Ottawa after working on Baffin Island for the past 26 years. We were homeowners there (Iqaluit), and we also own an old farmhouse in Nova Scotia, where we spend most of our summers.

I joined the Board of Directors for OCSCC 976 last spring. My interest in serving on the board was to help with the completion of the building audit and Tarion warranty process, in addition to regular board duties. I also have a strong interest in the development of a "complete community" here on LeBreton Flats, where we will be under intense pressure from development for the next twenty years.

I have served on several volunteer boards (including presently with the Dalhousie Community Association), and have experience with municipal development review processes, including here in Ottawa during the past three years.

Disclosure Statement:

I am joint owner of unit 507, 300 Lett Street.

I occupy unit 507.

I am not a party to any legal action to which the corporation (OCSCC 976) is also a party.

I have not been convicted of an offence under the *Condominium Act* or under the regulations adopted thereto within the preceding 10 years.

I have no material interest in any contract or transaction to which the corporation is a party.

A handwritten signature in black ink, appearing to read "Ed McKenna". The signature is stylized, with the first name "Ed" written in a cursive-like font, followed by a period and the last name "McKenna" in a more upright, blocky style. There is a horizontal line extending from the end of the signature.

To Whom It May Concern:

My name is Doug Bowman and I am interested in standing for election for one of the available positions on the Board of Directors for 300 Lett Street. We have recently moved into the building and would like to become involved in helping to make decisions that directly impact us as an owner-occupier.

I have worked for over twenty years in the trades, and I believe my extensive experience working with electrical systems, fuel systems, and power generation can bring value to any discussion that involves the maintenance of the buildings; or any other issues that may arise where my technical expertise would be of assistance.

During my career I have frequently interacted with clients and therefore I understand the value and importance of building and maintaining relationships, and being able to work towards a common goal.

Thank you for your consideration, and I look forward to speaking with you.

Doug Bowman

PROXY FORM

The form is formatted so that when it is printed, identifying information about the proxy giver (name, address, and signatures) can be torn off and separated from the voting information in the rest of the form. To do this, the form must be printed in one-sided format.

| | |
|---|--|
| Proxy Identification Number (office use only): _____ | PIN: _____ |
| <p>To: OCSCC 976</p> <p>I am (we are):</p> <p><input type="checkbox"/> the registered owner(s)</p> <p><input type="checkbox"/> authorized to act on behalf of the registered owner(s)</p> <p><input type="checkbox"/> the mortgagee(s)</p> <p><input type="checkbox"/> authorized to act on behalf of the mortgagee(s)</p> <p>Instruction for person filling out the form: In the case of a corporation, affix the corporate seal or attach a statement that the persons signing have the authority to bind the corporation. If you are authorized to act on behalf of the registered owner(s) or mortgagee(s), attach a copy of the document that gives you this authorization.</p> <p>Dated this _____ day of _____, 2018,</p> <p>at _____ <input type="checkbox"/> AM <input type="checkbox"/> PM</p> | <p>Name of proxy giver(s) [the person entitled to vote at the meeting, for example, the registered owner or mortgagee]:</p> <p>_____</p> <p>_____</p> <p>Condominium address and unit number:</p> <p>_____</p> <p>_____</p> <p>Note: if your corporation is a common elements condominium corporation, please identify the relevant parcel of tied land in the above space.</p> <p>Signature(s):</p> <p>_____</p> <p>_____</p> |

I (we) appoint the proxy named in row 1 below, or, failing him or her, the proxy named in row 2 below, to attend and vote on my (our) behalf at the meeting of owners to be held on 2018 April 10 and at any adjournment of the meeting:

| Name of Proxy | Signature(s) or initials |
|---|--------------------------|
| 1. _____ | |
| 2. _____ | |
| I (we) revoke all proxies previously given. | |
| Please check one of the two boxes below: <input type="checkbox"/> The proxy may vote on my (our) behalf only with respect to matters of routine procedure at the meeting, and no other matters, as I (we) could do if personally present at the meeting. Instruction for person filling out this form: Check this box if you are appointing the proxy to vote only on matters of routine procedure, and no other matters. If this box is checked, then the rest of the form should not be filled out. | |
| <input type="checkbox"/> The proxy may vote on my (our) behalf with respect to all matters that may come before the meeting, subject to my instructions set out below, as I (we) could do if personally present at the meeting. Instruction for person filling out this form: Check this box if you are appointing the proxy to vote on all matters that may come up at the meeting (for example, voting for candidates and other substantive matters), subject to your instructions below. | |
| | Signature(s) or initials |
| | _____ |
| | _____ |
| | Signature(s) or initials |
| | _____ |
| | _____ |

1. Voting to elect candidates to vacant positions on the board:

There are 2 vacant positions for a 3 year term each.

☐ I/we instruct the proxy to nominate, if necessary, and to vote for the candidates named below and in the order set out below.

Instruction to person filling out the form: Your proxy may only vote for individuals whose names are set out below 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. **You may add any candidate of your choice.**

| Order of vote | Candidates for the Position(s) on the Board | |
|---------------|---|--------------------------|
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |
| | | Signature(s) or initials |
| | | _____ |
| | | _____ |

2. Voting for removal of directors and election of substitutes: N/A

3. Voting for the position on the board that owner-occupied units may vote for: N/A

4. Voting for specific matters: N/A