

# CITY PARK CO-OPERATIVE APARTMENTS INC.

## BY-LAW NO.2

### ORGANIZATIONAL BY-LAW

A By-law relating generally to the transaction of the affairs of the Co-op

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**Amendments Consolidated September 2016**

# CITY PARK CO-OPERATIVE APARTMENTS INC.

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### ORGANIZATIONAL BY-LAW

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## BYLAW NO.2

### **ORGANIZATIONAL BYLAW**

A Bylaw relating generally to the transaction  
of the affairs of

#### **CITY PARK CO-OPERATIVE APARTMENTS INC.**

The following is enacted as a Bylaw of CITY PARK CO-OPERATIVE APARTMENTS INC. (the "Co-op")

### **ARTICLE 1 - GENERAL**

#### **1.1 Aims and Objectives**

The Co-op will be carried on for the purpose of providing housing to its Members on a co-operative basis, and for the furtherance of co-operative principles and the betterment of society, and without the purpose of gain for its Members.

#### **1.2 Co-operative Corporations Act**

The affairs of the Co-op shall be governed by and conducted in accordance with the Co-operative Corporations Act of Ontario (the "Act"). Certain provisions of that Act relates to matters not dealt with in the by-laws of the Co-op and should be consulted where appropriate.

### **ARTICLE 2 - MEMBERSHIP**

#### **2.1 Membership**

No person shall be a Member of the Co-op unless that person has been admitted to Membership by the Board of Directors (the "Board") or was among the original applicants for incorporation of the Co-op and becomes a resident of the Co-op.

#### **2.2 Application for Membership**

Applicants for Membership shall submit a written application in the form required by the Board. No application for Membership may be considered unless all Members of the applicant's household who are eighteen years of age and who intend to occupy a unit of housing in the Co-op have applied for Membership or for long-term guest status in accordance with the Co-op's Occupancy By-law. No application for Membership in the Co-op may be withdrawn after the applicant has taken occupancy of a unit of housing in the Co-op.

#### **2.3 Qualification for Membership**

- (a) The Board may accept for Membership those persons who are sixteen years of age or over and who have the qualifications set out in the Act and in the Co-op's Member Selection and Unit Allocation By-law.
- (b) Unless otherwise decided by resolution of the Board, persons accepted for Membership by the Board shall not become Members until they have become residents and taken occupancy of a unit of housing in the Co-op. Before or simultaneously with taking occupancy, each such person shall sign the

Occupancy Agreement, pay the portion of the Member deposit that is due, the first month's housing charge and satisfy any other financial requirement of the Co-op and any requirement imposed by the Board in connection with approval of the application. Failure to complete any of these requirements shall not prevent the person from becoming a Member on taking occupancy, but shall be grounds for termination of occupancy rights.

#### **2.4 Transfers and Withdrawals**

Membership in the Co-op shall not be transferable and shall terminate on death. Members may withdraw from the Co-op in accordance with the Act and shall be deemed to have withdrawn as provided for in the Co-op's Occupancy By-law.

#### **2.5 Member in Good Standing**

Added 12.02.2016

In order to be in good standing a Member may not be in arrears, on a performance agreement, breach confidentiality as a Director or committee Member (Section 11.2), or be found to be in serious dereliction of duty as a Member or Director. Such behaviour includes, but not limited to: conflict of interest, criminal activity, compromising the safety of Members, harassment, misrepresentation, damage to Co-op property, refusal to allow the Co-op to deal with pest control.

The Member will return to good standing once the issue has been resolved. The period may be increased or decreased by the Board of Directors or the Members at a special meeting called for that purpose.

### **ARTICLE 3 - MEETINGS OF MEMBERS**

#### **3.1 Annual General Meetings**

Added 18.04.14

The Co-op shall hold an annual meeting of its Members not more than eighteen months after incorporation and subsequently not more than fifteen months after holding of the last preceding annual meeting and not more than five months after the end of the immediately preceding fiscal year of the Co-op. The agenda for each annual meeting shall include the approval of the financial statement and auditor's report and the appointment of an auditor and shall include the election of Directors and the receiving of annual reports from the Board, committees, and employees.

#### **3.2 Regular General Meetings**

Amended 28.01.95

In addition to the annual meeting, the Board shall call at least one regular general meeting of Members in each year.

#### **3.3 Special General Meetings**

Special general meetings may be called by the Board or by any duly constituted meeting of the Members. A duly constituted meeting of the Members may be convened by the Board or requisitioned by Members.



### **3.4 Place of Meetings**

Meetings of Members shall be held at a place within the Municipality of Metropolitan Toronto.

### **3.5 Notice and Agenda of General Meetings**

- (a) Notice of each annual or other general meeting of Members shall be given to the Members not less than ten nor more than thirty days before the date of the meeting. In computing the time for the giving of notice, the day of giving the notice shall not be counted but the day of the meeting shall be counted.
- (b) The notice shall specify the time and place of the meeting and shall set out or be accompanied by a statement of the business to be considered or transacted at the meeting. In the case of the annual meeting the notice shall be accompanied by a copy of the financial statement and auditor's report for the previous fiscal year.
- (c) If passage of a by-law or the annual budget is on the agenda for a general meeting then a copy of the proposed by-law or budget shall be given to each Member at least five days before the meeting.
- (d) Members shall be entitled to have a matter put on the agenda for any Members' meeting and sent out with notice of the meeting, provided they give the Secretary written notice of the matter they want included at least seven days in advance of the last day for sending out notice of the meeting. If they do not give notice in time for the matter to be included with regular notice of the meeting, they may themselves, at their own expense, give notice to all Members at least five days prior to the date of the Members' meeting. Any items added to the agenda by Members shall be placed at the end of the agenda unless the Members at the meeting decide to alter the order of the agenda.
- (e) No business may be transacted and no resolution or by-law adopted or confirmed by the Members, unless the general nature of that item of business was set out in or with the notices mentioned above, or in the case of adoption of a by-law or budget, a copy of the by-law or budget was given to the Members in accordance with (c) of this paragraph. Where the previous sentence has been complied with, the Members may adopt any resolution or version of the by-law or budget even if the version adopted substantially changes or is contrary to the original proposal.
- (f) Notwithstanding any lack of notice, any matter may be raised and discussed by the Members present at a general meeting so long as no decision is made with respect to that matter.
  - (g) The record date for notice of meetings shall be the day before the day of giving notice under (a) of this paragraph. Notice shall be given to all persons who, at the close of business on the record date, are shown on the register of Members, kept under 7.8(b) v. (Secretary), as Members of the Co-op, and notice shall be given in accordance with 14.1 (Notice).
- (h) When notice of a meeting, or copies of documents referred to in (b) or (c) of this paragraph are received generally by the Members, the accidental omission to give notice to any Member or non-receipt of notice by any Member, or any error in the register of Members as of the record date, shall not invalidate any motions or resolutions passed by any proceedings taken at the meeting.

- (i) The Members at a meeting may, by a majority of the votes cast, pass a resolution adjourning the meeting to a specific date, or a date to be determined in accordance with the resolution, for the transaction of any business not completed at the meeting, such an adjourned meeting shall be deemed to be a continuation of the original meeting and the agenda for the original meeting shall be followed unless the Members otherwise decide. If the resolution sets out a specific date for the resumed meeting, no notice of the resumed meeting need be given to the Members. If the resolution does not set out a specific date, then a notice of the meeting shall be given in the manner as set out in the resolution, and if the resolution does not deal with notice, then in accordance with 14.1 (Notice) of this By-law. Any decisions made at an adjournment meeting shall be as effective as if made at the original meeting.

### **3.6 Chairperson of General Meetings**

The President or another person appointed by the Board shall preside as Chairperson at meetings of Members. If the Chairperson wishes to make a motion or participate in discussion of a matter being considered by the meeting, the Chairperson shall leave the Chair until the voting on the motion is over, or discussion of the matter has been completed. During such absence from the Chair, the Vice President or another person approved by the Members shall act as Chairperson. The person acting as Chairperson at the time of a vote shall not vote unless the Chairperson's vote would break a tie or unless the vote is by ballot. In no event shall the Chairperson have a second or casting vote. In the case of a vote by ballot resulting in a tie, the motion is defeated.

### **3.7 Quorum at General Meeting**

No business shall be transacted or motion or resolution adopted at any meeting of Members unless a quorum of Members is present. A quorum consists of ten percent of the Members entitled to vote at the meeting. If a quorum is not present within thirty minutes of the time for which the meeting was called, the Members present shall adjourn the meeting to a date not less than five and not more than fifteen days later. At least two days' notice of the adjourned meeting shall be given in the manner provided in 3.5 (Notice and Agenda of General Meetings). The quorum for the adjourned meeting shall be determined within thirty (30) minutes of the time for which the meeting was called and shall consist of those Members present and entitled to vote. The business and motions to be considered by the meeting shall be limited to those referred to in the notice given under 3.5. Notwithstanding the above, if the meeting was called upon requisition under Article 4 (Member Control) and if no quorum is present within thirty minutes of the time for which the meeting was called, the meeting shall be dissolved and there shall be no obligation on the Board to call another meeting relating to the same subject matter.

### **3.8 Voting**

- a) Every Member of the Co-op has the right to one vote at any meeting of Members. All persons who are Members at the time of the vote are entitled to vote, even though they may not have been Members at the time notice of the meeting was given.

- b) Only Members present in person may vote and vote by proxy shall not be permitted.
- c) Unless otherwise specifically provided in this By-law or in the Act, all decisions shall be made by a majority of the votes cast. An abstention shall not be considered a vote cast.

**3.9 Attendance by Non-Members**

- a) Non-Member residents of the Co-op and other non-Members, other than employees, may attend or speak at meetings of Members only with the prior permission of the Chairperson or of the meeting and may not propose motions or vote.
- b) Employees of the Co-op shall be entitled to attend and speak at meetings of Members but shall not be entitled to vote.

**3.10 Record of Attendance**

The Secretary shall cause the names of all persons attending Members' meetings to be recorded and shall ensure that only Members make motions or vote.

**3.11 Procedure at General Meetings**

The procedure at meetings of Members shall be that set out in the Rules of Order attached to this By-law as Schedule "A". Any question as to the interpretation of the Rules of Order at meetings of Members or any procedural matter not dealt with in the rules of order shall be decided by the Chairperson subject to the rights of Members to appeal the Chairperson's ruling under paragraph 7 of Schedule "A".

**3.12 Parliamentary Authority**

Amended 26.09.15

- a) In order to protect the privacy and safety of all Co-op Members attending General Meetings, audio and/or video recordings shall only be made by the Secretary of the Board or her/his designate. If audio and/or video recordings are being made during the General meetings, the chair must advise those in attendance at the General meeting.
- b) All meetings of the Members shall be conducted in accordance with the latest edition of *Robert's Rules of Order*, Newly Revised, where not in conflict with the Law, Articles of Incorporation, these bylaws or special rules the Member may adopt.

## **ARTICLE 4 - MEMBER CONTROL**

### **4.1 Right of Members to Requisition Action**

Under the provisions of the Act and paragraph 6.1 (Power and Duties of the Board) of this By-law, the business of the Co-op is under the management and direction of the Board. Ultimate control of the Co-op is in the hands of the Members through their ability to choose and remove The Board and through their ability to control the budget and various other aspects of decision-making in the Co-op. However, the Act permits the Members to adopt resolutions or take decisions dealing with the day-to-day management of the Co-op only in compliance with certain precise formalities. The Act provides three specific methods by which Members may make their will govern in the specific circumstances as set out in this Article. Paragraphs 4.2 to 4.4 of this Article describe these three methods.

### **4.2 Requisition for Passing By-law or Directors' Resolution**

Under section 70 of the Act, ten percent of the Members may requisition the Directors to call a meeting of the Directors for the purpose of passing any by-law or resolution. If the Directors do not call the meeting to pass the by-law or resolution, then any of the requisitions may call a Members' meeting for the same purpose. Such a Members' meeting has the full power to pass the by-law or resolution, even though it has not been passed by the Directors. This is the only circumstance under which a by-law can be adopted by the Members without it having first been passed by the Board. No requisition for a meeting in respect of a by-law or resolution may be made for a period of two years after a meeting of Members has failed to pass or confirm a similar by-law or resolution arising out of an earlier requisition.

### **4.3 Requisition to Place Resolution on Agenda for Members' Meeting**

Under section 71 of the Act, five percent of the Members may requisition the Directors to give notice of a particular resolution to be moved at the next Members' meeting and to circulate an explanatory statement. This procedure does not permit a by-law to be passed by the Members unless the Board has already passed it. This procedure does not permit any resolution to be adopted unless the Membership would have had the authority to adopt it without a requisition.

### **4.4 Requisition for Members' Meeting**

Under Section 79 of the Act, five percent of the Members may requisition the Board to call a Members' meeting for any specific purpose. This does not necessarily require a separate meeting, since the meeting referred to in the requisition could be part of any annual, regular or special meeting that is scheduled within the time periods mentioned in section 79 of the Act. This procedure does not permit a by-law to be passed unless the Board has already passed it, but only permits the Membership to take such actions at the meeting as they have the authority to take. This procedure is designed to deal with a case where the Board is not calling meetings of Members as frequently as it should.

#### **4.5 Procedures for Members' Requisitions**

The procedures and further details governing exercise of the Members' rights referred to in this Article are those set out in sections 70, 71 and 79 of the Act.

### **ARTICLE 5 - BY-LAWS AND STANDING RESOLUTIONS**

#### **5.1 By-Laws**

By-laws are intended to set out significant aspects of the organization or operation of the Co-op. By-laws and amendments to existing by-laws shall be passed by the Board and shall not be effective until confirmed, with or without variation, by at least two-thirds of the votes cast at a general meeting of the Members.

#### **5.2 Standing Resolutions of the Board**

The Board acts in areas Within its authority by virtue of Board resolutions. The Board may adopt continuing or standing resolutions to codify how the Board shall deal with recurring matters. These standing resolutions may be used to adopt Board policies in areas of the co-op's operations not dealt with in the by-laws, or may establish the procedural details of how the by-laws shall be implemented. The Board shall distribute or otherwise publicize standing resolutions which affect the Members generally.

#### **5.3 Priority**

In so far as possible, by-laws and standing resolutions of the Board shall not conflict with each other or with the Act and the Articles of Incorporation of the Co-op. In the event of conflict, the order of priority shall be first the Act, second the Articles of Incorporation, third by-laws and fourth standing resolutions of the Board. All the foregoing shall be binding on the Co-op, Board, Members and employees.

### **ARTICLE 6 - BOARD OF DIRECTORS**

#### **6.1 Powers and Duties of the Board**

- (a) The business of the Co-Op shall be under the management and direction of the Board, which shall exercise all the powers of the Co-op unless the by-laws or the Ad expressly require any ad to be done or decision to be made by meetings of the Members. The Members shall not be entitled to substitute their decision for that of the Board unless the procedures set out

in Section 70 of the Act and Article 4 (Member Control) of this By-law are followed, or unless the by-laws or the Act require any ad to be done or any decision to be made by a meeting of the Members or authorize an appeal from a decision of the Board.

- (b) The Board shall, at all times, ad in accordance with the Act, the Articles of Incorporation, the by-laws and standing resolutions of the Co-op.
- (c) The Board may ad only by the decision of a duly constituted Board meeting.
- (d) The Board's responsibilities shall include, but not be limited to, the following:
  - i. ensuring that by-laws and standing resolutions of the Board setting out the management policies of the Co-op are adopted and regularly reviewed;
  - ii. ensuring that a management plan for the Co-op is established annually;
  - iii. ensuring that an effective organizational structure is established and that division of responsibility within the structure is clearly defined;
  - iv. ensuring adequate performance of all legal obligations and agreements of the Co-op;
  - v. ensuring that the Co-opts property is adequately maintained;
  - vi. supervising and monitoring the financial affairs of the Co-op and making prudent financial decisions in the interest of the Members;
  - vii. ensuing that the Co-op maintains an adequate level of insurance coverage;
  - viii. ensuing that there is provision for the education of Members and employees in matters relating to the practice of co-operation;
  - ix. ensuring that the by-laws concerning the selection and housing of Members are followed;
  - x. approving or rejecting Membership applications;
  - xi. directing and coordinating the activities of all committees;
  - xii. determining the agenda for all general meetings of Members and reporting on Board and committee activities to the Members;
  - xiii. hiring, dismissing and directing employees or property management companies and fixing their remuneration or fees;
  - xiv. ensuring that the social and community needs of the Co-op are addressed; and

- xv. ensuring the participation of the Co-op in the broader co-operative movement.

## **6.2 Number of Directors and Quorum**

Amended 28.01.13

The Board shall consist of nine Directors of whom five shall constitute a quorum for the transaction of business.

## **6.3 Qualifications to Act as a Director**

Amended 24.01.15

(a) No person shall act as a Director of the Co-op unless that person is eighteen years of age or over and is a Member of the Co-op who has been a Member for at least twelve (12) consecutive months up to the cut-off date for nominations as defined in paragraph 6.5 of this by-law. A majority of Directors shall be Canadian citizens or landed immigrants. No person who is an undischarged bankrupt or has been deemed unable to manage their property as determined under the Substitute Decisions Act shall qualify to act as a Director. In addition no person who is litigating against the Co-op or who is being litigated against by the Co-op may act as a Director. No Director may be in arrears as according to Bylaw 3 Schedule L: Arrears Policy.

(b) A person who is elected a Director is not a Director unless they were present at the meeting when they were elected and did not refuse at the meeting to act as a Director, or where they were not present at the meeting, they consented in writing to act as a Director before their election or within ten days of their election. An appropriate form of consent is attached to this By-law as Schedule "B".

Amended 28.01.13

(c) Only one Member in a household is eligible to serve as a Director during a term of office.

## **6.4 Election of Directors**

(a) Directors shall be elected by the Members. The election shall normally take place at the annual meeting but may take place at a general meeting of Members called for the purpose.

(b) The election shall be by ballot. Members shall, on their ballot, cast a number of votes equal to the number of Directors to be elected. Any ballot that does not have such number of votes on it shall be void. Members may distribute their votes among the candidates in any way they see fit, but no candidate may receive more than one vote from any Member. In the event of an acclamation, the Secretary shall cast a single ballot for the Directors who have been nominated.

(c) All votes shall be cast during a duly constituted general meeting and quorum shall be maintained until all the ballots have been cast. No Member may vote by proxy.

## **6.5 Nominations of Directors**

The first week of May each year, the Board appoints a Director to supervise the Nominations/Elections process. No Director who is running for re-election is to be appointed.

The Director's duties include:

- Publicizing the upcoming election
- Seeking candidates
- Educating the Members as to the duties and responsibilities of the Board
- Taking responsibility for ensuring the election is conducted in accordance with the Co-op's Bylaws and the Co-operative Corporation Act
- Ensuring that accurate notices are posted in each building requesting volunteers to work with the Director on the nomination process.
- Ensuring notices are posted in each building to: recruit candidates, advise the Members of the number of Director positions to be filled, explain the nomination process, inform the Members where the Schedule D Nomination Forms can be obtained and the deadline for submission, the date, time and location of the election.

In August, at least one (1) workshop is to be held to educate potential candidates, and any interested Members, in the duties and responsibilities of a Director. The workshop is to be held in the PMG Hall, if available. Copies of Schedule D Nomination Form and the relevant sections of the Organizational By-Law No.2 are to be available at the workshop.

Organizational By-Law No.2, Schedule D Nomination Form, attached to this By-Law, is to be submitted in writing by all candidates. The deadline for submission is three (3) weeks prior to the date of the meeting when the election is to be held. The three (3) week period begins one day prior to the date of the meeting.

At least seven (7) days prior to the election, a list of nominees is posted in each building. The name, photo, and short biography of each candidate are included. No candidate is exempt.

At least one (1) All-Candidates meeting is to be held in the PMG Hall, if available. The Director facilitates the meeting. The meeting date is set after ensuring the maximum numbers of candidates are available to attend on that date.

## **6.6 Procedure for Elections**

The following steps are the procedure for electing a Director:

- The election takes place at a duly convened meeting of the Members. Copies of Organizational Bylaw No. 2, Article 6.5 and 6.6 are to be included in the meeting package distributed to all Members.
- The Chair of the meeting explains the voting process and answers any questions.



- Members are advised that they must vote for the number of candidates equal to the number of Directors to be elected.
- If the numbers of Candidates are less than the number of Directors to be elected, the Candidates are elected by acclamation.
- Ballots do not have any marks that would identify the voter, unless there is a motion that is duly moved, seconded and adopted, requiring all ballots to be initialed by the voter. The motion requires a majority to adopt.
- Ballots are distributed to each Member when the Member votes. Tables with four locked ballot boxes are set up. Each Member signs a membership list to prove a ballot was received. The Member completes the ballot and deposits the ballot into the ballot box. Members with special needs, present at the meeting, will be accommodated as necessary to enable them to vote.
- When all Members who wish to vote have done so, the Chair of the meeting declares the polls are closed. The staff, the Director appointed to supervise the election, the candidates and/or scrutineers, retire to count the ballots.
- Members return to their seats and the business of the meeting continues.
- Only the staff and the designated Director handle the ballots.
- The ballots are counted in a room that is separate from the business meeting.
- The ballots are emptied onto a table top. Each empty ballot box is shown to all present. Blank ballots are considered to be 'spoiled'.
- A tally sheet is used to record the number of votes for each candidate and the number of spoiled votes.
- The Director announces the name of each candidate who received a vote on each ballot.
- In the event of a challenge by a candidate or scrutineer, the Director's decision is final. The challenged ballot may be appealed to the Members at the meeting.
- The final count is verified and must balance. The count includes: the number of ballots cast, the number of spoiled ballots, the number of votes received by each candidate.
- All ballots are put into a ballot box and the box is locked. The Director takes possession of the ballot box.
- The Director returns to the meeting room and hands the tally sheet with the results to the Chair of the meeting. The Chair announces the full results, including all counts, at the conclusion of whatever item of business is being discussed.
- In the event of a tie, a second vote is held immediately. The vote is for only the candidates receiving the same number of votes for the final position. The voting is done by ballot and the same procedure is followed as for the initial vote.
- A recount is held immediately on the request of at least five (5) Members at the meeting.
- If there is no request to do a recount, the ballot box is sealed and kept in the Co-op office for forty-eight hours. If there is no requisition for a General Member's meeting for the purpose of recounting the ballots, in accordance with Organizational Bylaw No.2, Article 4, Member Control, the ballots are then destroyed. Notwithstanding any such recount or meeting, the decision

announced at the meeting where the election was held, continues to be in effect pending any further recount.

- The Director appointed to supervise the election ensures the ballots are destroyed in accordance with this Article.

## **6.7 Term of Office**

Amended 28.01.13

The term of office for a Director shall be approximately two years. Directors shall serve until the first Board meeting following the election of their successors unless a Director resigns or is dismissed under paragraph 6.11 (Termination of Directorships). No Director may serve for more than two consecutive full terms. Two consecutive one year terms served immediately prior to this paragraph coming into force shall be served immediately prior to this paragraph coming into force shall not be counted for the purpose of this paragraph.

## **6.8 Vacancy**

(a) Where a vacancy exists on the Board and a quorum of Directors remains in office, the Directors may appoint a qualified person to fill the vacancy until the next general election of Directors. Consideration of the election of the Director shall be placed on the next agenda that is being delivered under paragraph 3.5 (a) for a Members' meeting. At that meeting the Members may, notwithstanding paragraph 6.11 (Termination of Directorships), without further notice or proceedings, remove the Director who has been appointed and may, by a majority of the votes cast at the meeting, elect any qualified person in that Director's place for the remainder of the term.

(b) If no quorum of Directors remains in office, then the remaining Directors shall call a meeting of Members at which sufficient Directors shall be elected by Members in the appropriate building to fill any vacancies for the balance of the original terms. No person shall be appointed under this paragraph or 6.11 (Termination of Directorship), if any person would have been ineligible for election originally to fill the position by virtue of paragraph 6.7 which limits the number of consecutive terms that a Director may serve.

Amended 21.09.02

(c) If an election is held to fill the remaining term of a vacated position and, at the same time, a Director is also being elected to fill a regular two-year term, the candidate receiving the largest number of votes will serve for the two-year term.

Amended 28.01.13

(d) Notwithstanding paragraphs 6.2, 6.3 (c) and 6.4 (b) of this By-Law if, in attempting to act in accordance with para 6.8 (a) above and, after advertising in the Co-op newsletter and on bulletin Boards the Board fails to find a qualified replacement for the vacancy, the Board may appoint a Member who is qualified. Ratification shall be made, by Members, at the next general meeting.

## **6.9 Responsibilities of Individual Directors**

In addition to the responsibilities that any Director may have as an officer, the responsibilities of each Director shall be as follows:

- a) to attend all meetings of the Board and of Members, unless excused by the Board;
- b) to prepare for all meetings by reading any relevant reports;
- c) to act honestly, in good faith and in the best interests of the Co-op at all times and to place this duty before the Director's personal interests;
- d) to be familiar with the Articles of Incorporation, by-laws and standing resolutions of the Co-op;
- e) to respect the confidentiality of matters considered by the Board or coming to their notice or attention as Directors that are of a confidential or private nature; and
- f) to perform any specific duties that may be assigned by the Board.

#### **6.10 Indemnification of Directors and Officers**

- (a) The Directors and officers of the Co-op and each of them, and their respective heirs, executors, administrators and other legal personal representatives, shall, from time to time and at all times be indemnified and saved harmless by the Co-op from and against any liability and all costs, charges and expenses that are sustained or incurred in respect of any action, suit or proceeding that is proposed or commenced against them for or in respect of anything done or permitted by them in respect of the execution of the duties of their offices.
- (b) Notwithstanding the above, no Directors or officers of the Co-op shall be indemnified by it in respect of any liabilities, costs, charges or expenses that are sustained or incurred in or about any action, suit or other proceeding as a result of which they, or any of them, are adjudged to be in breach of any duty or responsibility imposed under the Act or under any other statute unless, in an action brought against them in their capacities as Directors or officers, they have achieved complete or substantial success as defendants.
- (c) The Co-op shall enter into an Agreement with all Directors and officers indemnifying them and saving them harmless in accordance with the provisions of this paragraph. This Agreement shall be substantially in the form attached to this By-law as Schedule "C".
- (d) The Co-op may purchase and maintain any insurance for the benefit of its Directors and officers as the Board may from time to time determine, except insurance against a liability, cost, charge or expense of a Director or officer incurred as a result of a contravention of Section 108 of the Act. The Directors and officers may also obtain additional insurance, which may be provided for in the same policy as referred to above.

#### **6.11 Termination of Directorships**

- (a) A Director may resign by notice in writing delivered to the President or to the

office of the Co-op. The resignation shall be effective on acceptance by the Board. The Board shall accept any resignation at the meeting following its receipt unless the resignation is withdrawn before acceptance.

- Amended18.01.14
- (b) The Members may, by resolution passed by a majority of the votes cast by Members in attendance at a General Members' Meeting, remove any Director from office before the expiry of the Director's term, provided notice of intention to propose such a resolution was included with the notice of the meeting. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The Members may, by majority of the votes cast at a meeting, elect any person who meets the qualifications to act as a Director under 6.3 (a) to fill the vacancy so created for the remainder of the term.
- Amended18.01.14
- (c) The Board may remove a Director from office if the Director is absent from three consecutive meetings of the Board without leave or adequate excuse. The Board may initiate Proceedings for Removal for Breach of Confidentiality as set out in para 11.2 (Confidentiality of Board and Committee Proceedings) or for failing to maintain qualifications as set out in para 6.3 (a) (Qualifications to Act as a Director or for other serious dereliction of duty as a Director or as a Member). The Board may, by a majority vote, decide to initiate proceedings for removal of a Director from office on such grounds. Following such vote, a written notice stating the grounds for removal shall be sent to the Director at least seven days in advance of the Board meeting where the removal shall be discussed. The Director shall be given an opportunity to appear and be heard at that Board meeting. Final consideration of the recommendation and voting on the matter shall take place without the Director in question present. The resolution to recommend removal of a Director from office shall be effective only if passed by two-thirds of the votes cast at the meeting of the Board.
- (d) When the Board recommends removal of a Director from office under (c) of this paragraph, a resolution shall be presented to the next general meeting of Members under (b) of this paragraph.

## **6.12 Remuneration of Directors**

Directors shall receive no remuneration for serving as Directors! but shall be reimbursed their reasonable, duly authorized, out-of-pocket, expenses incurred in carrying out their duties.

## **6.13 Meetings of Directors**

- (a) Meetings shall take place at the head office of the Co-op or at such other place within the Municipality of Metropolitan Toronto as the Board may determine.
- (b) The Board shall hold regular monthly meetings on a day set at the previous meeting, or at a regular day or time of the month determined by the Board. No notice of these meetings shall be required.
- (c) The Board may hold special meetings at times other than set out in (b) of this paragraph. Such a meeting may be called by resolution of the Board or by the President, Vice-president or a quorum of Directors outside of a Board meeting.

At least **three** days' notice of such a meeting shall be given to each Director in the manner provided in Article 14 (Notice). The notice shall set out the general nature of the business that is to be conducted at the meeting.

- (d) A meeting of the Board may be called on less than three days' notice in case of emergency provided a quorum of Directors is present at the meeting and those present consent to holding the meeting without the **three** (3) days notice. It is understood that meetings shall be called under this sub-paragraph only in very unusual circumstances as it is important to the orderly operation of the Co-op that all Directors have an adequate opportunity to be present at all meetings. In the case of a meeting under this sub-paragraph/ written notice shall be delivered in accordance with Article 14 (Notice) and, in addition, each Director shall be given notice by telephone, if possible. Any decisions taken at an emergency meeting shall be reported to the next regular Directors' meeting.
- (e) Where possible, an agenda shall be distributed in advance of a Board meeting specifying the items to be considered at the meeting. However/ at a regular meeting called under of this paragraph/ the Board may consider or adopt any motion regardless of the fact that no notice of the item was given. At a meeting called under (c) or (d) of this paragraph, the Board may only pass motions related to business that was specified in the notice calling the meeting or an agenda accompanying the notice.
- (f) In addition, all the Directors may at any time waive any requirement for notice.
- (g) Where all the Directors present at a meeting have consented, any Director may participate in the meeting of the Board by means of conference telephone or other communication equipment where all persons participating in the meeting can communicate with each other.
- (h) The President, or such other person as may be determined by the Board, shall serve as Chairperson of the meetings of the Board.
- (i) All resolutions of the Board or decisions made by the Board shall be by a majority of the votes cast unless otherwise provided in this By-law.
- (j) The Chairperson shall be entitled to vote on all matters coming before the meetings of the Board/ but shall not have a second or casting vote in the case of a tie vote.
- (k) Except as set out in this By-law/ the provisions of this By-law dealing with procedure at meeting of Members shall apply/ with all necessary changes, to meetings of the Board.

#### **6.14 Members' and Employees' Participation**

- a) All Members and employees of the Co-op shall be entitled to attend meetings of the Board, except where the Board by resolution determines that the nature of the business to be considered is confidential. Non-Directors may speak with the permission of the Board, but shall not be permitted to make motions or vote.

Employees of the Co-op may attend meetings of the Board by written invitation only and may only speak if delivering a report to the Board at the request of the Board. The requirement for a written invitation does not apply to Managers (such as property, maintenance, security) or the staff person designated to take minutes who are expected to attend meetings of the Board on a regular basis.

- (b) The non-confidential portions of minutes of all Board meetings, or a brief summary, shall be published, as soon as practicable, after each meeting in the Co-op newsletter, if any, or circulated to all the Members, or posted in a prominent location at the Co-ops premises. Members may at any time during regular office hours, examine non-confidential Board minutes.

## **ARTICLES 7 - OFFICERS**

### **7.1 Application of Article 7**

References to officers in this Article shall refer only to officers elected under this Article and not to employees of the Co-op.

### **7.2 Election of Officers**

- (a) The Board shall elect a President and Vice-President and elect or appoint a Secretary, Treasurer and delegates to any organizations of which the Co-op is a Member annually, or more often as may be required. The Board may, from time to time, elect or appoint any other officers as it considers necessary, who shall have such authority and perform such duties as the Board, may from time to time prescribe.
- (b) No person may hold more than one of the above offices except that the same person may be elected or appointed as delegate to more than one organization of which the Co-op is a Member.
- (c) All officers are Members of the Co-op and Directors.

### **7.3 Removal of Officers**

The Board may, by resolution, remove any officer from office. Notice of intention to propose such a resolution shall be given to all Directors in accordance with 6.13 (Meetings of Directors), and notwithstanding the provisions of 6.13 (e), no such resolution may be considered unless such notice was given. Such notice shall also be given to the officer concerned who shall be entitled to attend the meeting of the Board and to make representations. The Directors may immediately fill any office rendered vacant under this paragraph.

### **7.4 Other Vacancies**

- (a) Any officer may resign by notice in writing delivered to the President or the office of the Co-op and such resignation shall be effective on acceptance by the Board. The Board shall accept any resignation at the meeting following its receipt unless

the resignation is withdrawn before acceptance.

- (b) When the President or Vice-President ceases to be a Director, he or she shall at the same time cease to occupy the office held.

### **7.5 Remuneration of Officers**

Officers shall receive no remuneration for serving as officers, but may be reimbursed for any reasonable duly authorized out-of-pocket expenses incurred in carrying out their duties. Officers engaged to perform duties for the Co-op for remuneration shall resign their office.

### **7.6 President**

Amended18.01.14

The President shall, subject to paragraphs 3.6 (Chairperson of General Meetings) and 6.13 (h), preside at all meetings of Members and the Board. The President shall report all activities to the Board of Directors and the Membership subject to confidentiality. The President shall be responsible for the efficient management of the affairs of the Co-op, subject always to the instructions of the Board and the Members given through duly passed resolutions.

### **7.7 Vice-President**

Amended

The Vice-President may, subject to paragraphs 3.6 (Chairperson of General meetings) and 6.13 (h), preside at meetings of Members and the Board. If the President is unable or unwilling to act with respect to any other duties of the office of President, the Vice-President shall perform such duties.

### **7.8 Secretary**

- (a) The Secretary shall issue or cause to be issued all required notices of meetings of the Members and the Board and any documents required to be given in connection with the business to be conducted at such meetings. The Secretary shall ensure that the books and records of the Co-op (other than those for which the Treasurer is responsible) are maintained. The Secretary shall ensure that all legally required notices and filings are duly given or done. The Secretary shall cause to be kept accurate and complete minutes of all meetings of the Members and the Board and shall cause them to be distributed before the next meeting of the Board or Members in such manner as the Board or Members may direct. The Secretary shall cause to be distributed to Members a copy of all by-laws within a reasonable time of their adoption.
- (b) The Secretary shall keep or cause to be kept a minute book which shall include the following:
  - i). a copy of the Co-op's Certificates and Articles of Incorporation and any Articles of Amendments;
  - ii). all by-laws;
  - iii). all special resolutions of the Co-op;

- iv). all standing resolutions of the Board;
  - v). a register of Members that sets out alphabetically the names of all persons who are or have been within ten years registered as Members of the Co-op and their addresses while Members;
  - vi). a register of Directors showing the names and the residence addresses while Directors of all Directors and the names of all persons who are or have been Directors, with the dates on which each of them became or ceased to be a Director;
  - vii). minutes of all meetings of the Board and Members and copies of any reports distributed for consideration at meetings of the Board and Members; and; distributed for consideration at meetings of the Board and Members; and;
  - viii). confidential appendices to the minutes of Board meetings.
- (c) The Board may, at its discretion, create the separate offices of Recording Secretary, who shall be responsible for taking and distributing minutes of meetings of the Members and the Board, and Corporate Secretary, who shall be responsible for all the other duties of the Secretary.

## **7.9 Treasurer**

Amended 27.09.14

In conjunction with the Property Management, the Board of Directors and the Finance Committee, the Treasurer shall be responsible for generally overseeing the financial management and affairs of the Co-op. The preparation of the proposed annual budget is the responsibility of the Property Management. All funds and securities of the Co-op are to be deposited with such credit union, bank, trust company or other institutions as the Board of Directors and the City of Toronto may direct. The Property Management, the Finance Committee and the Treasurer shall ensure the keeping of proper accounting records that include all sums of money received and disbursed by the Co-op and the manner in which the receipt and disbursement took place, all purchases by the Co-op, all rentals, housing charges, and other amounts received by or owing to the Co-op, the assets and liabilities of the Co-op and all other transactions affecting the financial position of the Co-op. Along with the other designated signatories, the Treasurer shall ensure that cheque reconciliation is done in a business-like manner with proper documentation. The Treasurer and the Property management shall ensure that the Board receives monthly and quarterly financial statements including a balance sheet and statement of income and expense and that the Membership receives the appropriate information to make informed decisions about major expenses. The most important task of the treasurer and the Finance Committee is to ask questions of the Property Management and to attempt to ensure answers are forthcoming in a timely fashion.

## **7.10 Delegates to Sector Organizations**



The delegates to organizations of which the Co-op becomes a Member shall represent the Co-op at any annual, regular or special general meetings of those organizations. The delegates shall keep the Board and the Members informed of the activities of these organizations and shall inform these organizations of the views and concerns of the Co-op, and shall vote at meetings of these organizations in accordance with any directives of the Board.

#### **7.11 General Duties of Officers**

The officers shall perform their duties in accordance with resolutions passed by or directions given at meetings of the Board. The officers shall perform such additional duties as may be assigned to them by the Members or the Board and shall act as Signing officers where set out in this By-law.

### **ARTICLE 8 - STAFF**

#### **8.1 Employment of Staff**

- (a) The Board shall, from time to time, engage employees, as necessary, to fill all staff positions. Each employee shall have such responsibility and authority as is set out in the job description for the position, subject to the by-laws of the Co-op. The Board may delegate any responsibility or authority to any employee, with such limits and guidelines as it deems appropriate.
- (b) No permanent employee may be a Member of the Co-op.
- (c) The Board may also choose to secure necessary services by entering into a contract with a property management company.

#### **8.2 Supervision of Staff**

- (a) The Board shall supervise, direct and fix the rate of remuneration of the employees of the Co-op or the fee for property management services retained.
- (b) The employees or property management company shall, at all times, be subject to instructions of the Board. The employees or property management company shall, at all reasonable times, give to the Board and meetings of Members any information requested regarding the affairs of the Co-op.
- (c) Where any duties of the officers of the Co-op referred to in Article 7 have been given to employees or the property management company, the employees or the property management company shall liaise with the relevant officers with respect to those duties.

#### **8.3 Staff Involvement in Co-op Politics and Director Elections**

No employee of the Co-op may become involved in the politics of the Co-op. No employee of the Co-op may participate either directly or indirectly in the election of Directors to the Board of the Co-op.

## **ARTICLE 9 - COMMITTEES AND PROJECTS**

### **9.1 Creation of Committees**

- (a) The Board may create such committees as it deems necessary and, when determining to strike a committee, shall prescribe the duties of the committee, its composition and manner of operation. The Board shall appoint all Members to each committee, fill all vacancies and terminate appointments. The Members of a committee need not be Directors. Unless otherwise determined by the Board, volunteers for each committee shall be solicited from among the Members of the Co-op. Any resignation from a committee shall be reported to the Board. Each committee shall report to the Board from time to time, as requested, and representatives of the committee may appear at meetings of the Board. No committee may spend any money, authorize any expenditure, enter into any contract or commit the Co-op to any action whatsoever unless specifically authorized by a by-law or by the Board. Each committee shall elect a Chairperson from among its Members, to co-ordinate the business of the committee. In addition, each committee shall appoint a Secretary from among its Members who shall keep minutes of all meetings and shall make the minutes available to the Board and Members, as requested.
- (b) A meeting of Members may determine that a committee should be created to deal with any matter, in which event, unless the Members have done so, the Board shall determine the duties of the committee and appoint Members to it in the same manner as set out above.
- (c) The Board liaison is the link between the committee and the Board of Directors. The liaison provides information to the committee on matters that impact the functioning and duties of the committee. The liaison should not provide information or answer questions on Co-op issues that do not relate to the specific job description of the committee.

Amended 27.09.14

The liaison will convene the first meeting of a new committee and will continue to convene the committee meetings until a chair is elected.

The liaison has no vote at the committee meetings and does not participate in the committee meetings other than to provide information related to the committee when requested and during the liaison report. The liaison report is a standing agenda item at every committee meeting.

The liaison attends all committee meetings. If the liaison is not able to attend a committee meeting, she/he must arrange for an alternate Board Member to attend. The liaison will advise the committee chair of the change.

The liaison will provide the Board with a written report of what occurred at the committee meeting.

The liaison will keep in contact with the committee chair between committee meetings and provide advice and guidance as requested by either the committee chair or the Board.

The liaison will present to the Board for the ratification any changes to a committee's

Membership that are presented in a committee meeting. This must be done at a Board meeting prior to the next regularly scheduled committee meeting.

### **Creation of Projects**

Amended 27.09.14

- d) 1. A project is an idea, task, or event that an individual Member (or group of Members), proposes to the Board, or the Board, or Staff may propose, for approval to carry out, perform or put into effect. A project may be short term or ongoing.
2. A project, generally, will not have a chair or other officers, but requires a project leader/coordinator to oversee the project.
3. There are no limits to the number of volunteers.
4. An individual Member (or group of Members) must come up with a proposal for the project and a budget to present to the Board.
5. The Board will then consider (if applicable) approval of the project, the volunteers, and the budget.
6. If the project is approved by the Board, a Director will be appointed to liaise with the project leader. Formal minutes are not required nor are the volunteers required to meet on a monthly basis.
7. The Director/Liaison will provide progress reports at least once per month to the full Board. If the Director is not able to liaise with the project for any reason, the Board will appoint another Director.
8. The Director appointed to liaise with the project must approve all expenditures of funds.
- 8.1 As part of the approved budget for a project, an amount of \$40.00 would be included for any unplanned/ not expected expense(s) when the liaison for the project cannot be reached. Along with reimbursement for pre-approved spending, the project leader/coordinator will be reimbursed for any expense within that amount provided that they have a receipt.
9. Projects are subject to periodic review by the Board.

## **ARTICLE 10 - CONFLICT OF INTEREST**

### **10.1 Fiduciary Duties**

Persons who accept a position within or on behalf of the Co-op have an obligation to act honestly, in good faith and in the best interests of the Co-op, rather than in their personal interest. Such obligations are called "fiduciary duties" and such persons are called "Fiduciaries" for the purpose of this Article. The category of Fiduciaries includes all Directors, officers, committee Members and employees of the Co-op.

### **10.2 Types of Conflict of Interest**

A conflict of interest arises where a Fiduciary is required to make or participate in a

decision relating to the Co-op's affairs, and the fiduciary has an interest in the result of the decision that is not common with the rest of the Co-op Members. Types of situations in which conflicts of interest arise include:

- (a) The Co-op is contracting with the Fiduciary or a company or group in which the Fiduciary has an interest;
- (b) The Co-op is dealing with a decision that affects different groups within the Co-op differently and the Fiduciary belongs to one of these groups; and
- (c) A Fiduciary has a predisposition or bias with respect to a disciplinary proceeding or other matter because of the Fiduciary's personal relations with the Member or other party involved.

These types of conflict of interest, and the paragraphs dealing with them set out below, are not intended to be exhaustive. Other types of conflict of interest may arise and should be dealt with in a manner consistent with the principles set out in this Article.

### **10.3 Determining Whether a Conflict of Interest Exists**

The facts of each case are different and a careful judgement shall often have to be made as to whether a conflict of interest exists, particularly in the type of situation referred to in 10.5 and 10.6 below. In such cases, the matter should be referred to the Board and the Board (excluding any Director involved) shall decide whether or not a conflict of interest exists.

### **10.4 Dealings in Which a Fiduciary Has an Interest (10.2(a))**

Where a Fiduciary has an interest of the type mentioned in 10.2 (a), a conflict of interests exists no matter how great or small the interest of the Fiduciary is. This would include, for example, a case where it is a relative of the Fiduciary with whom the Co-op is dealing, or who might have an interest in a company or group with which the Co-op is dealing, no matter how remote. If there is any question at all of whether the degree of interest of the Fiduciary is sufficient to be considered a conflict of interest, it should be assumed that there is a conflict of interest.

### **10.5 Decisions Affecting Different Groups Within the Co-op (10.2 (b))**

Decisions are often required by the Board and other Fiduciaries that affect different Members of the Co-op differently as referred to in 10.2 (b). This is different from the type of conflict mentioned in 10.2 (a) in that it does not relate to the Fiduciary's personal outside interest, but rather to the Fiduciary's interest as a Member of the Co-op. If an issue arose which affected only two or three units, a Fiduciary who lived in one of the units would have a conflict of interest. On the other hand, if many units were involved, the Fiduciary might not have a conflict of interest.

### **10.6 Personal Biases (10.2 (c))**

Decisions are often required that affect Members or other persons with whom Fiduciaries have personal relations. These are cases where the Fiduciary has no direct personal interest of the type referred to in 10.2 (a), or where the matter does not affect groups of Members, as

referred to in 10.2 (b), but may be a situation such as an eviction proceeding where the Member involved is a friend of the Fiduciary. In the event that there is a close relationship that might be likely to predispose the view of the Fiduciary, then it should be considered that the Fiduciary has a conflict of interest. If the Member is merely a casual acquaintance of the Fiduciary, then there would probably not be a conflict of interest.

## **10.7 Procedures in case of Conflict of Interest**

- (a) Where a matter comes before the Board and a Fiduciary who is a Member of the Board has, or may have, a conflict of interest, the Fiduciary shall disclose the conflict or possible conflict at the meeting at which the matter is to be considered. The Board shall make a determination under paragraph 10.3 as to whether there is a conflict. If there is a conflict, the Fiduciary shall refrain from voting on the question or participating generally in the discussion. However, the Fiduciary may remain present during the discussion and answer any questions unless the Board otherwise decides. Where a Fiduciary has disclosed a conflict of interest and is not voting, the Fiduciary shall be considered absent for the purpose of determining whether a quorum is present.
- (b) In the case of a conflict of interest or possible conflict of interest of a committee Member, the committee shall act in the same manner as the Board under (a) of this paragraph.
- (c) In the case of a conflict of interest or possible conflict of interest of an employee, the employee shall report the matter to his or her supervisor before taking any action with respect to the matter and shall act in accordance with the decisions of the supervisor. If the senior employee is involved in the conflict of interest, the matter shall be reported to the President who shall report it to the Board. The senior employee shall act in accordance with any directions of the Board.
- (d) In the case of a conflict of interest or possible conflict of interest of an officer or other Fiduciary not mentioned above, the matter shall be referred to the Board.

## **10.8 Members' Conflict of Interest**

The rules set out above relating to conflict of interest apply to persons who are within the category of Fiduciaries, as described in 10.1, and are acting in the course of their fiduciary duties. The fiduciary obligations do not apply to consideration of matters by Members' meetings, whether or not any particular Member is Fiduciary. Accordingly, at Members' meetings, Members may participate in discussion and vote as they wish, whether or not they have a conflict of interest. However in the event a conflict of interest relating to a contract of the Co-op in which the Member may have a direct or indirect interest, the Member shall declare and disclose the conflict of interest, if he or she wishes to participate in the discussion. Although Members are legally permitted to vote in whatever way they wish at a Members' meeting, even though they have a conflict of interest, it is desirable for Members to attempt to act in the best interests of the Co-op as a whole.

## **10.9 Breach of Duty**

In the event of a breach of duty by a Director relating to conflict of interest, then the provisions of Section 98 of the Act shall apply. In the event of a breach of duty relating to conflict of interest by any other Fiduciary, then the provisions of section 98 of the Act shall apply with all necessary changes. Such provisions are incorporated into this By-Law by reference and are intended to be in addition to any other rights which the Co-op may have.

## **ARTICLE 11 – Privacy and Confidentiality**

### **11.1 Definitions**

Amended 24.01.15

“Personal Information” means recorded information about an identifiable individual, including,

- a) Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
- b) Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved.
- c) Any identifying number, symbol or other particular assigned to the individual,
- d) The address, telephone number, fingerprints or blood type of the individual,
- e) The personal opinions or views of the individual except if they relate to another individual,
- f) Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
- g) The views or opinions of another individual about the individual, and
- h) The individual’s name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual;

Personal information does not include information about an individual who has been dead for more than 30 years.

Personal information does not include the name, title, business contact information or designation of an individual that identifies the individual in a business, professional or official capacity.

## 11.2 Accountability

- (a) The Property Manager is the Co-operative's Privacy Officer and "Head" of the Co-operative for the purposes of compliance with applicable privacy legislation.
- (b) Duties of the Privacy Officer include:
  - i. Reviewing the Co-op's policies and practices for dealing with Personal Information;
  - ii. Making recommendations to ensure the Co-op's compliance with applicable privacy legislation
  - iii. Providing information to Members and the public about how the Co-op protects personal information
  - iv. Addressing or overseeing requests for access to personal information in the custody or control of the Co-op;
  - v. Handling and investigating complaints and recommending steps to be taken;
  - vi. Protecting personal information held by the Co-op.
- (c) The Privacy Officer shall make available a document containing:
  - i. A description of the Co-op;
  - ii. A list of the general classes or types of records in the custody and control of the Co-op;
  - iii. The Privacy Officer's title, business telephone and business address;
  - iv. The address to which a request for access may be made.
- (d) The Privacy Officer shall prepare an annual report specifying:
  - i. The number of requests for access;
  - ii. The number of refusals to disclose records, the reasons for the refusals (identifying the legislative provision relied upon by the Co-op), and the number of times each provision was invoked.
  - iii. The number of uses or purposes for which personal information is disclosed, if not already set out in the Co-op's statement of uses and purposes referred to in Article 11.3.A.
  - iv. The amount of fees collected

- v. Any other information relevant to the Co-op's efforts to comply with applicable privacy legislation.

### **11.3 Identifying Purposes and Consent**

- a) *Purposes*: The Co-op shall identify the purposes for the collection, use and disclosure of personal information prior to or at the time of collection. The Co-op shall advise individuals of the purposes for the collection, use or disclosure of the personal information. The purposes must be reasonable and appropriate in the circumstances. The Co-op shall maintain a record of all purposes and consents for ease of reference.
- b) *Consent*: The Co-op shall obtain the individual's consent for the collection, use and disclosure of personal information before or at the time of the collection of personal information. For an individual who is a minor, consent shall be obtained from a legal guardian. For an individual who is incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*, consent shall be obtained from their Power of Attorney.
- c) *New Purpose*: Should a new purpose for the collection, use and disclosure of personal information be identified at a later date, the Co-op shall obtain an updated consent from the individual. This step is not necessary where the new purpose is consistent with the original purpose to which the individual has already consented, and the individual would reasonable have expected the use or disclosure of their personal information.
- d) *List of Purposes*: The purposes for which personal information is collected, used and disclosure include, but are not limited to:
  - i. Considering applications for Membership;
  - ii. Determining appropriate unit type and size;
  - iii. Determining income/assets and rent calculation;
  - iv. Demonstrating compliance with funding requirements;
  - v. Protecting the health and safety of Members and staff;
  - vi. Administration of the Co-op's by-laws and policies;
  - vii. Compliance with any applicable legislation;
  - viii. Ascertaining service levels required in special needs housing;
  - ix. Employment of staff;
  - x. Any purpose that is reasonable and appropriate in the circumstances.



#### **11.4 Limited Collection and Use of Personal Information**

- a) The collection of personal information shall be limited to what is reasonably necessary to conduct the affairs of the Co-op, or authorized by statute or law enforcement.
- b) Staff and Board Members shall not seek or review personal information about Members, residents or applicants unless it is relevant to their work.
- c) When reasonable, documents used for the collection of personal information shall include a consent to be signed by the individual authorizing the collection, use and disclosure of the personal information. Where reasonable, the documents shall state:
  - i. The purpose(s) of the collection;
  - ii. The fact that the personal information may be shared as necessary for the purpose of making decisions or verifying eligibility for assistance under the *Housing Services Act*, 2011, c 6, Sch 1, *Ontario Disability Support Program Act*, 1997, SO 1997, c25, Sch B; *Ontario Works Act*, 1997, SO 1997, c 25, SCH A; *Day Nurseries Act*, RSO 1990, c D.2; any other applicable legislation; or as authorized by an agreement under sections 171-172 of the *Housing Services Act*, 2011, SO 2011, c6, SCH 1;
  - iii. The fact that the personal information may be shared as necessary with third parties, including the Co-operative's Auditor or Lawyer, a credit bureau, law enforcement or investigative bodies, the Ontario Rental Housing Tribunal, a Court, or any other third party as required by law.
  - iv. The name, title, business address and business telephone number of the Privacy Officer;
- (d) *Limited Use*: The Co-op shall not use personal information in its custody and control except where the individual has consented to its use. The use of personal information shall be limited to the purpose identified in the consent or a consistent purpose, unless consent is obtained for a new purpose.

#### **11.5 Disclosure of Personal Information**

- a) The Co-op shall not disclose personal information in its custody and control unless the individual has consented to its disclosure, or unless such disclosure is otherwise permitted at law.
- b) The disclosure must be in accordance with the purpose identified in the consent or a consistent purpose, unless consent is obtained for a new purpose.
- c) The C-op may disclose personal information in its custody and control in the

following circumstances:

- i. To an officer, employee, consultant or agent of the Co-op who needs the record or personal information in the performance of their duties.
  - ii. To a law enforcement agency to aid an investigation.
  - iii. In compelling circumstances affecting health and safety.
  - iv. In compassionate circumstances to facilitate contact with a close relative or friend of an individual who is injured, ill or deceased.
  - v. For any other reason permitted by law.
- d) The identity of any person requesting personal information, and their right to disclosure, shall be confirmed before personal information is disclosed.

### **11.6 Personal Information Banks**

- a) "Personal Information Bank" means a collection of personal information that is organized and capable of being retrieved using an individual's name or an identifying number or particular assigned to the individual.
- b) The Privacy Officer shall make available an index of all of the Co-op's personal information banks, which shall include:
  - i. Name and location;
  - ii. Legal authority for its establishment;
  - iii. The types of personal information maintained in it;
  - iv. How the personal information is used on a regular basis;
  - v. To whom the personal information is disclosed on a regular basis;
  - vi. The categories of individuals about whom personal information is maintained; and
  - vii. The policies and practices applicable to the retention and disposal of the personal information.
- c) The co-op shall maintain a record of any use or disclosure of the personal information other than what is set out in 11.6.B, which shall be attached to the personal information.

### **11.7 Access to Information**

- a) An individual has the right to access personal information in the custody or control of the Co-op unless the record falls under an exemption identified in applicable privacy legislation, or the Privacy Officer determines that the request

is frivolous or vexatious.

- b) A request by an individual for access to their personal information held by the Co-op shall be submitted in writing to the Co-op office. The request must provide sufficient detail to allow the Co-op to identify the record responsive to the request. The individual must pay a \$5.00 fee, unless the Co-op agrees to waive the fee.
- c) The Privacy Officer shall provide a written response to the request within 30 days. The Privacy Officer may extend this time, as reasonable in the circumstances, and shall provide written notice of any extension of time.
- d) The identity of a person requesting access to personal information, and their right to access, shall be confirmed before access is granted.
- e) The Privacy Officer shall give written notice to an individual whom a record relates before granting access to a record, where the Privacy Officer believes the disclosure of the record may affect their interests or the disclosure may constitute an invasion of their privacy. The individual may make written representations to the Privacy Officer within twenty days as to why the record should not be disclosed.
- f) An individual who is given access to a record shall be given a copy of the record, unless it would not be practicable to make a copy, in which case the individual shall be given an opportunity to inspect the original record. An individual may also request the opportunity to inspect the original record, which shall be granted unless it is not reasonably practicable.
- g) An individual may request correction of their personal information if the individual believes there is an error or omission. If a correction is requested but not made, the individual may request that a statement or disagreement be attached to the record.
- h) The fees associated with a request for access to a record are as follows:
  - i. Application fee- \$5.00
  - ii. Photocopies and printouts- \$0.20 per page
  - iii. CD-ROM- \$10.00 per disk
  - iv. Manual search for records- \$7.50 per 15 minutes
  - v. Preparing a record for disclosure- \$7.50 per 15 minutes
  - vi. Developing a computer program- \$15.00 per 15 minutes
  - vii. External costs- as invoiced
- i) The fees associated with a request for access to personal information about the individual making the request for access are as follows:

- i. Application fee- \$5.00
  - ii. Photocopies and printouts- \$0.20 per page
  - iii. CD-ROM- \$10.00 per disk
  - iv. Developing a computer program - \$15.00 per 15 minutes
  - v. External costs – as invoiced
- j) The Privacy Officer may waive the fees if it is fair and equitable to do so, and may consider:
- i. Whether access would be granted
  - ii. The amount to be paid would be equal to or less than \$5.00
  - iii. Whether the payment will cause a financial hardship for the person requesting the record.

**11.8 Questions and Complaints**

- a) Questions relating to Article 11 shall be directed to the Privacy Officer
- b) Any complaints regarding the handling of an individual’s personal information shall be made in writing to the Privacy Officer.
- c) In response to a complaint, the Privacy Officer shall consider:
  - i. The appropriateness of the collection, use and disposal of the personal information;
  - ii. Whether any personal information in the Co-op’s records requires correction;
  - iii. Whether any changes are necessary to the Co-op’s policies and procedures.
- d) Where appropriate, the Privacy Officer may make recommendations the Board regarding changes to the Co-op’s policies and procedures in response to a complaint.
- e) The Privacy Officer shall respond to any complaints within thirty days and advise the complainant of any action that has been taken.

**11.9 Board and Committee Proceedings**

- a) Directors and Committee Members shall keep confidential all matters considered by the Board/Committee or coming to their notice of attention that are of a confidential or private nature. This shall apply to personal information of Members; information relating to the business of the Co-op where secrecy is necessary to preserve the Co-op’s position against third parties; and personnel/staffing matters. Such confidentiality obligations continue after individuals cease to be Directors, Committee Members, or Members of the Co-op.
- b) The obligation in (a) extends to any officers, employees or other Members of the Co-op who are present at a meeting of the Board/Committee where matters of a confidential or private nature are considered.
- c) Matters of a confidential or private nature shall be recorded in a confidential appendix to the minutes, which shall be referred to but not included in the

copies of the minutes circulated to Members or posted publicly. Confidential appendices shall be kept in a separate section of the minute book and shall not be available for examination without the consent of the Board.

- d) In determining whether a matter is confidential, the Board shall consider that Members have a right to be informed about all aspects of the Co-op's business.

#### **11.10 Confidentiality**

- a) Personal information shall be stored in the Co-op's office in a locked cabinet or password-protected computer file. Archived information shall be stored in secure storage facilities.
- b) Staff and Members of the Board shall only have access to records containing personal information if required to fulfill their duties.
- c) When communicating Member issues to the Board, staff should use non-identifying information where possible and appropriate.

#### **11.11 Retention of Personal Information**

- a) The Co-op shall retain personal information for so long as such information may be required for business purposes, or as required by applicable legislation.
- b) The Co-op shall dispose of the personal information that is no longer required for business purposes or pursuant to applicable legislation.

#### **11.12 Disposal of Personal Information**

- a) Paper-based personal information shall be shredded prior to disposal.
- b) Electronic-based personal information must be purged from electronic devices prior to disposal.

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### **ARTICLE 12 - FINANCIAL**

#### **12.1 Fiscal Year**

The fiscal year of the Co-op shall commence on the **first day of May** each year and end on the **Thirtieth day of April** in the following year.

#### **12.2 Bonding of Officers and Employees**

Every officer or employee of the Co-op who has charge of or handles money or securities belonging to the Co-op, every signing officer, and any other officers or employees prescribed by the Board, shall be bonded with a surety company selected by the Board, for such an amount and in such form as the Board may from time to time

determine.

In the event that the Co-op enters into a contract with a property management company, the Board shall require that company to provide proof of bonding for its employees.

### **12.3 Auditor**

- (a) The Members at each annual general meeting shall appoint an Auditor who is a chartered accountant or a chartered accountant firm familiar with accounting for co-operative housing corporations. The Auditor shall hold office until a successor is appointed. Remuneration of the Auditor shall be fixed by the Board,
- (b) If it is proposed to remove an auditor or to appoint a different auditor, the procedure set out in Sections 124 and 125 of the Act shall be followed.
- (c) The Auditor shall, at all reasonable times, have access to the books, accounts and vouchers of the Co-op, and the Directors, officers and employees of the Co-op, shall provide such information and explanations as may be necessary for the performance of the Auditor's duties.

### **12.4 Auditor's Reports**

The Auditor shall make a report to the Members concerning the financial statement of the Co-op which shall be laid before the Co-op at each annual general meeting during the Auditor's term of office. The report shall state whether, in the Auditor's opinion, the financial statement presents fairly the financial position of the Co-op and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the previous period, if any. Where the report does not contain the unqualified opinion above, the Auditor shall state in the report the reasons. The Auditor's report and financial statement shall be prepared in accordance with the relevant provisions of the Act.

### **12.5 Execution of Documents**

Amended 22.09.12

- (a) The Board shall appoint four signing officers for the signing of the cheques: the Treasurer, the President, the Vice President, and the Secretary. All cheques shall be signed by two signing officers one of whom shall be the Treasurer unless the Treasurer is unavailable. In the absence of the Treasurer, any two remaining signing officers may sign the cheques. Officers signing the cheques shall satisfy themselves that the expenditure is authorized under the By-laws of the Co-operative.
- (b) Except as provided in (c) of this paragraph, all other documents (including any written commitment on behalf of the Co-op) requiring the signature of the co-op shall be signed by any **two** Directors of whom at least one shall be the President or the Secretary.

- (c) The Board may, by resolution, appoint any officer, Director, employee or other person, or more than one of them, to sign documents or classes of documents (other than cheques) on behalf of the Co-op instead of or in addition to those provided in (b) if this paragraph.
- (d) All persons authorized to sign document are authorized by this paragraph to affix the corporate seal.
- (e) The authority to sign documents as set out above shall not confer on any of the officers, Directors or other persons referred to above any authority to make commitments to enter into contracts or obligations on behalf of the Co-op except where the Board has expressly delegated such authority. Such persons are only authorized by (b) and (d) of this paragraph to execute documents that have been authorized under the provisions of the Co-op's by-laws.
- (f) All persons Signing any document referred in (b) and (c) of this paragraph shall have the power to approve the form of the document and minor changes not affecting the substance thereof.
- (g) The execution of any document in the manner set out in this paragraph shall be deemed in favour of third parties to be conclusive evidence that the execution and delivery of such document was duly authorized by the Co-op.

## **12.6 Borrowing Powers**

The Directors shall have only the specific borrowing powers that follow (or as set out in any later by-law):

- (a) Except as provided in clause (b) of this paragraph, the Directors may borrow money on the credit of the Co-op, and may mortgage, pledge or charge any of the assets of the Co-op as security for monies so borrowed. In taking any of the actions referred to in this paragraph, the Board shall consider any contractual obligations of the Co-op to Canada Mortgage and Housing Corporation, the Province of Ontario or others. The Board shall consult the Members on any borrowing decision.
- (b) The total of all such indebtedness shall not at any time exceed \$25,000 beyond amounts previously authorized unless specifically authorized by a Special Resolution of the Members.
- (c) Where a transaction has been authorized, either specifically or generally, under this By-law or any prior by-law of the Co-op, the Directors may, without a Special Resolution, authorize any specific documents, as they deem necessary or desirable to complete the transaction. This shall include any documents that are required to renew an existing loan with the same lender where any change in the interest rate or payments shall not affect the net amount payable by the Co-op after receipt of assistance under its arrangements with Canada Mortgage and Housing Corporation or the Province of Ontario or any agency thereof. If a loan is to be repaid and the monies borrowed from a new lender, then a Special

Resolution shall be required in the circumstances set out in clause (b) of this paragraph.

- (d) A certificate signed by an officer of the Co-op under the Co-op's corporate seal stating that this by-law has been complied with shall be deemed in favour of a party lending money to the co-op to be conclusive evidence of compliance with this Bylaw.

## **12.7 Investment of Surplus Funds**

**Revised 19/01/08**

**Revised 15/09/2007 Approved by the General Members**

**Replaced 27.01.96**

1. The Board shall invest Surplus Funds in a manner that achieves a reasonable rate of return with minimal risk of loss. The Board will not invest the money unless it meets with the capital funding requirements. These investments must not jeopardize the financial stability of the Co-op and/or interfere with the normal operation of the Co-op. The Board shall not invest Co-op funds in any security or investment having a maturity date longer than 365 days (one year) from the time of the investment without the authority of a resolution of the Members. Investment of surplus funds must comply with the Social Housing Reform Act.
2. There are two (2) categories of surplus funds, described as follows:
  - i. City Park Co-op Capital Replacement Reserves
  - ii. Surplus Operating Funds, Member and tenant deposits, non-shelter reserves, operating surplus, any funds which are surplus to coverage of Capital Replacement Reserves
3. City Park Capital Replacement Reserves  
City Park Co-operative Apartments Inc. is required to invest its Capital Replacement Reserves in the Social Housing Investment funds. At the time of writing this policy, they are administered by Phillips, Hager & North (PHN).

The Social Housing Investment funds consist of four mutual funds/ and contributors to the funds may distribute their investments among the different funds as they choose. The mutual funds are: - money market/ bond (two funds)/ and equity.

Distribution of these investments between the four mutual funds will be reviewed on a regular basis, at least every six months, by the Finance Committee and the Property Manager and by the Board of Directors. At that time, there will be a specific discussion of the following items.

- i. The likely direction of interest rates in the next 6-12 months.
- ii. The likely direction of the economy in the next 12-24 months.
- iii. The likely direction of inflation in the next 12-24 months.

Following this discussion! a determination will be made as to which of the money market or bond mutual fund(s) might be expected to provide the greatest return over the next



12-24 months.

A review will be done of the PHN equity portfolio to determine if there might be potential for capital gains plus dividends to exceed the potential returns from the money market or bond mutual funds.

The Finance Committee and the Property Manager will recommend to the Board of Directors the percentage of total investments to be invested in each mutual fund for the next investment period. However, at no time will the percentage invested in the equity mutual fund exceed 25% of the total investment.

The final selected percentage split between the mutual funds will take into account any expected necessity to withdraw money from the funds! per point 4 of this section.

The Board of Directors, or its designate, will inform the Property Manager of the percentage split to be used and the Property Manager will be responsible for ensuring that any required adjustments are made.

The Property Manager will ensure that all required contributions to the mutual funds are made and that they are distributed according to the approved percentage splits. If there are insufficient funds to make the required contributions, the Treasurer will notify the Board of Directors at its next regularly scheduled meeting.

4. Withdrawals will take place from the mutual funds only for expenditures approved for Capital Expenditures. The funds will be withdrawn from the mutual funds according to the approved percentage splits, unless the Board of Directors or its designate approve otherwise. Alternatively, the effect of a required withdrawal can be achieved by not making one or more contributions as required in point 3.
5. The Property Manager will monitor the actual percentage splits between the approved mutual funds, on a regular basis, and if anyone fund's percentage of the total differs from the approved percentage by more than 20%, will notify the Board of Directors, or its designate, immediately. The Board of Directors, or its designate, will review the percentage split between the mutual funds as specified above. Otherwise, the Board of Directors, or its designate, may revise the approved percentage splits between the mutual funds, at any time during the year, subject to a review being done as described in point 3 above.
6. Investment of other surplus funds
  - a) The Board Designated surplus funds which exceed the coverage required for City Park Capital Replacement Reserves.

These surplus funds include the following:

    - i. surplus operating funds (housing charges income, received at the beginning of the month, expenses paid at end of month)
    - ii. Member deposit and tenants last month rent deposit
    - iii. Non-Shelter reserve funds for special projects
    - iv. surplus funds accruing from profitable operations
    - v. any other surplus funds not required to cover Capital Replacement Reserves.
  - b) On an annual basis in conjunction with the preparation and review of the operating

budget, the Finance Committee, Financial Officer, and the Property Manager will determine the amount of money that is generally required, on a day-to-day basis, for regular operations of City Park Co-operative Apartments Inc.

The Financial Officer will provide a monthly assessment to the Property Manager and quarterly assessment to the Finance Committee, of the potential for having excess funds that might be invested to provide additional income for City Park Co-operative Apartments Inc.

c) The Board shall not invest any funds of the Co-op in any Security or Investment except the following:

- i. Government of Canada Bonds and/or Treasury Bills.
- ii. Province of Ontario Bonds and/or Treasury Bills.
- iii. The following major chartered Canadian Banks:
  - ❖ Royal Bank of Canada
  - ❖ Canadian Imperial Bank of Commerce
  - ❖ Bank of Montreal
  - ❖ Toronto Dominion Bank
  - ❖ Bank of Nova Scotia

And the investment may include Bankers Acceptances and Guaranteed Investment Certificates. Investments in subsidiaries or affiliated companies must be guaranteed by the above named banks.

4. Canadian Chartered Banks not mentioned in (c) above subject to:
  - i. Investment must be fully covered by the Canada Deposit Insurance Corporation.
  - ii. No investment in or with any subsidiaries, affiliated or associated companies, whether or not fully insured/guaranteed.
- e) Credit Unions or Trust Companies provided that:
  - i. Investment must be fully insured by Canada Deposit Insurance Corporation or Deposit Insurance Corporation of Ontario. The existence of this insurance, with respect to the specific investment, must be verified, in writing, by the institution holding the investment.
  - ii. Investments must not exceed the amount of insurance provided by the insurers and the Co-op must comply with all terms and conditions of the insurance.
- f) The Finance Committee in conjunction with the quarterly review of operating expenses and financial position will also review all investments and make recommendations to the Board with respect to any necessary changes and/or possible problem areas.

## **7. Amendments**

The Board of Directors may adopt changes from time to time as may be required to ensure compliance with related Regulations and/or Directives of the Service Manager, or Government Requirements. The Board shall report all such changes, in writing, to the Members at the next General Meeting.

## **12.8 Dissolution of the Co-op**

On dissolution of the Co-op, after payment of all its debts and liabilities, the remaining property of the Co-op shall be distributed or disposed of or for charitable organizations whose activities are carried on solely within Canada, or a another non-profit housing co-operative.

## **ARTICLE 13 - MEMBERSHIP IN SECTOR ORGANIZATIONS**

### **13.1 Membership in Sector Organizations**

The Board may apply for, and the Co-op may hold Membership in, such second or third level co-operatives involved in the support or promotion of co-operative housing, or such other co-operative organizations, as the Board deems advisable. The Co-op shall make reasonable arrangements for the payment of all or an appropriate part of the expenses of Members appointed to attend the functions of such organizations. .

## **ARTICLE 14 - NOTICE**

### **14.1 Notice**

(a) No minor defect in procedure or notice given with respect to any matter dealt with in this By-law or any of the By-laws of the Co-op shall invalidate any decision made or step taken if there has been substantial compliance with the requirements of the by-law. Any Member may waive, in writing or by conduct, any minor defect in procedure or notice with respect to any matter.

(b) All notices or copies of documents required to be given pursuant to this By-law or other by-laws of the Co-op shall, unless the contrary is explicitly stated, be in writing and may be sufficiently given if handed personally to or left with the Member or an apparently adult person in the Member's unit, or left in the mailbox, slipped under the door, taped to the door, or otherwise delivered to the Member's unit. A notice or other document sent by mail by the Co-op shall be deemed to have been given or delivered on the **third** - day after mailing. Notices of Board and Members' meetings or copies of documents under this By-law may be sufficiently delivered if left in the Member's box in the Co-op's internal mail box system. If more than one Member occupies a unit, it shall be sufficient delivery to all Members occupying the unit if one notice and one copy of any document are delivered to the unit or to one of the Members occupying the unit. The date on which the notice is delivered shall be deemed to be the date of giving of the notice and the date on which any document is delivered shall be deemed to be the date of service or delivery of the document.

(c) In addition to the copy of a notice or document given in the manner referred to in (b), the Board may, where it feels circumstances warrant it, give an additional copy of the notice or document by other means. Examples might include delivering

audio-taped notices to visually impaired Members or notices in other languages to Members whose primary language is not English. The Board shall be under no obligation to deliver any notices in such a fashion. In the event of any discrepancy between any notice so given and the notice given under (b), the notice under (b) shall govern.

(d) When the Co-op serves documents to Members in connection with an eviction; it must follow the procedure in the Occupancy By-Law, Para. 12.8 (Serving Documents).

## **ARTICLE 15 - COMING INTO FORCE**

### **15.1 Coming into Force**

This By-law shall come into force as soon as it is adopted in accordance with paragraph 5.1 (By-laws) of this By-law. At such time, all provisions of the preliminary Organizational By-law (By-law No.1) and the provisions of any previous by-law, other than the Occupancy By-law (By-law No.3), which may conflict with this By-law shall be repealed.

**The Organizational By-law came into effect 12, June 1990**

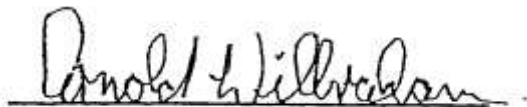
#### **Later Amendments**

26 June 1991 Para 12.7(a)  
13 June 1992 Para 6.6(a); 6.7(a) (b) (c)  
24 Oct 1992 Para 12.5 (a)

#### **Later Amendments (continued)**

25 June 1994 Para 6.3  
28 Jan 1995 Para 3.2; 6.5; 7.7; 14.1(d); Schedule "D"  
23 Sep 1995 Para 6.15, 11.1, 11.2  
27 Jan 1996 Para 6.8(c), 12.7  
20 Sep 1997 Para 6.3(d)  
29 Jan 2002 Para 12.7 (c) (iii) and (iv)  
21 Sep 2002 Para 6.6 (d), 6.8(c)(d)  
15 Sep 2007 Para 12.7  
17 Sep 2016 Para 7.2 (c)  
17 Sep 2016 Schedule "A"

The Organizational By-law, By-law #2, Article 12 Investment of Surplus Funds Policy as reviewed, amended and Approved by the Board of Directors, June 26<sup>th</sup>, 2007  
Approved by the Members at the AGM September 15, 2007



Arnold Wilbraham, President

September 15, 2007

### **Later Amendments to the Investment of Surplus Funds Policy**

19 January 2008 12.76 (e) deleted

**CITY PARK CO-OPERATIVE APARTMENTS INC.**

**BY-LAW NO. 2**

**“ORGANIZATIONAL BY-LAW”**

**SCHEDULE “A”**

**RULES OF ORDER FOR MEMBERS’ MEETINGS**

At General Members’ meetings of City Park Co-op, a Member will use a microphone when speaking, and:

- 1) must be recognized by the chair before speaking, and
- 2) give her/his name, building, unit number
- 3) if the Member is unable to get to the microphone due to mobility issues, the Member will state the question and it will be repeated by the chair
- 4) each speaker will be limited to three minutes
- 5) there will be no perceived or actual abusive behaviour or disruptive behaviour, personal attacks, bullying, threats, intimidation, harassment, obscenities, slurs or defamation against the Board, Members and staff at General Meetings. Anyone engaging in such behaviour will be required to leave the meeting.

All debate must be relevant to the question under consideration. All remarks must be addressed to the chair.

A motion to move the previous question (stop debate/discussion) and proceed to the vote may not interrupt debate. Points of Personal Privilege (serious issue of personal need requiring immediate attention) and Points of Order may interrupt debate.

The chair of the meeting has the specific authority and responsibility to:

- 1) not recognize frivolous and dilatory motions
- 2) enforce all rules relating to debate, decorum and order
- 3) expedite business in every way compatible with the rights of Members
- 4) decide all questions of order
- 5) respond to all Points of Personal Privilege, Points of Order and Requests for Information.

**Procedures for Main Motion**

- 1) Member addresses the chair
- 2) chair recognizes the Member
- 3) Member makes a motion
- 4) another Member seconds the motion (this means the Member supports discussing the motion, not necessarily agrees with the motion)
- 5) chair states the motion
- 6) Members debate

- 7) chair asks if there are any questions
- 8) chair puts the motion to a vote
- 9) chair announces the result of the vote

### **Process of Amending**

- 1) Insert or add
- 2) strike out
- 3) strike out and insert, or to substitute

Each process may involve a single word, consecutive words or a paragraph. To strike and insert a paragraph or significant section is termed a “substitute amendment”. If an amendment is proposed all discussion must relate only to the amendment. If several amendments are proposed, the consideration is in reverse order. The last proposed amendment is dealt with first.

### **Various terms and motions**

*Amend something previously adopted* – cancels an action that was approved or changes an action previously taken. It may be applied only to an action that is not too late to undo. Must be moved and seconded and is debatable. A two thirds vote is required to adopt the motion.

*Divide the question* – motion to allow two or more parts of a motion on the floor to be considered separately. Each segment must stand alone as a separate question. Must be moved and seconded and is debatable. A majority vote is required to adopt the motion.

*Division of the assembly* – requires a voice vote to be retaken by a rising vote. Does not require the vote to be counted. Does not require a second and is not debatable.

*Majority vote* – more than half of those present and voting.

*Postpone consideration to a certain time* – propose the discussion of an issue, resolution or report be postponed to a later time during the meeting. The motion must be moved and seconded and is debatable only as to the merits of postponing the motion. A majority vote is required to adopt the motion.

*Postpone indefinitely* – this prevents any direct vote on the main motion for the balance of the meeting. The motion may or may not be reintroduced at a future meeting. The motion must be moved and seconded and is debatable only as to the merits of postponing the motion. A majority vote is required to adopt the amendment.

*Adjourn* – debatable only if not other business is before the assembly. It is not debatable if it interrupts discussion or is made before the business of the date is completed. The motion must be moved and seconded. A majority vote is required to adopt the motion.

*Suspend the rules* – allows for consideration of a matter on the agenda out of its proper order or for the presentation of urgent business not on the agenda. The maker of the motion must state the purpose for which the agenda is being interrupted. The motion must be moved and seconded and is not debatable. A majority vote is required.

*Amendment* – changing or clarifying the motion. The changes must be related to the main motion. All amendments must be moved, seconded and debated. A majority vote is required to adopt the amendment.

*Appeal the decision of the chair* – this motion asks the assembly to decide whether it agrees with the ruling of the chair. The chair may speak twice (at the beginning and the end); all other once. The motion must be moved and seconded. A majority in the negative is required to overturn the decision of the chair.

*Withdrawing a motion* – once the motion has been stated the motion may be withdrawn by the maker with consent of the assembly. A majority vote is required to adopt.

*Voting* – votes may be taken by voice, a show of hands or a written ballot. A motion to take a vote by written ballot must be moved and seconded. It is not debatable and requires a majority vote to adopt.

*Move the previous question (stop debate/discussion)* – if the motion is adopted all discussion on the motion stops and an immediate vote is taken on any amendments and then the main motion. The motion must be moved and seconded and is not debatable. A two thirds vote is required to adopt. If the motion fails, debate continues.

*By-laws* – All by-laws require two thirds to be adopted. Amendments to proposed by-laws required only a majority vote to be adopted. By-laws and amendments must be moved and seconded and are debatable.

*Budgets and Capital Projects* – both must be moved and seconded and are debatable. A majority vote is required to adopt.

*Refer to Committee* – this is used to send a motion back to a committee or the Board for further work to be brought back at a future Members' meeting if necessary. The motion is moved and seconded and is debatable. A majority vote is required to adopt.

Amended 27.09.14

**CITY PARK CO-OPERATIVE APARTMENTS INC.**

**BY-LAW NO. 2**

**“ORGANIZATIONAL BY-LAW”**

**SCHEDULE “B”**

**CONSENT TO ACT AS A DIRECTOR**

**TO: CITY PARK CO-OPERATIVE APARTMENTS INC.  
484 Church Street  
Toronto, Ontario**

I hereby consent to act as a Director of the Co-op.

I consent to a meeting of Directors of the Co-op being held by conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other.

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name in full (please print)

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_



**CITY PARK CO-OPERATIVE APARTMENTS INC.**

**BY-LAW NO. 2  
"ORGANIZATIONAL BY-LAW"**

**SCHEDULE "C"**

**INDEMNIFICATION AGREEMENT**

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Toronto, Ontario

Dear \_\_\_\_\_.

**Re: Indemnification as Director and Officer**

Thank you for agreeing to act as a Director of City Park Co-operative Apartments. The Co-op's Organizational By-law requires the co-op to indemnify its Directors and officers, to the extent permitted by the Co-operative Corporations Act, for certain liabilities incurred in connection with their duties as such. The Organizational By-Law also requires the co-op to enter into an indemnity agreement reflecting this indemnity obligation. This letter shall constitute that indemnity agreement.

The Co-operative hereby agrees to indemnify and save you harmless from and against any liability and all costs, charges, expenses that you sustain or incur in respect of any action, suit or proceeding that is proposed or commenced against you for, or in respect of, anything done or permitted by you in respect of the execution of the duties of your office(s)

This shall not apply in respect of any action, suit or other proceeding as a result of which you are adjudged to be in breach of any duty or responsibility imposed upon you under the Co-operative Corporations Act or under any other statute unless you have achieved complete or substantial success as a defendant.

Yours truly

**CITY PARK CO-OPERATIVE APARTMENTS INC.**

Per: \_\_\_\_\_ c/s

CITY PARK CO-OPERATIVE APARTMENTS INC.

ORGANIZATIONAL BY-LAW NO. 2

SCHEDULE "D"

NOMINATION FORM

Amended 18.01.14

To: The Nomination Committee

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

In accordance with Organizational By-Law, Article 6, the undersigned three Members of the Co-op hereby nominate (name (in block letters): \_\_\_\_\_ (bldg. & apt. no.): \_\_\_\_\_ as a candidate for Director at the election to be held at the forthcoming General Meeting of Members.

	Name of Nominating Member	Signature	Bldg. & Apt. No.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

**Acceptance by Nominated Member**

In accepting the nomination, I declare that I:

- am eighteen years of age or over;
- have been a Member of the Co-op for at least twelve consecutive months as of the deadline for nominations noted below;
- have read and abide by all the requirements of Article 6.3(a) of the By-laws

Signed \_\_\_\_\_ Bldg. & Apt. No: \_\_\_\_\_ Telephone: \_\_\_\_\_

The COMPLETED NOMINATION FORM MUST BE RETURNED TO THE CO-OP OFFICE BY (Time) \_\_\_\_\_ (On day) \_\_\_\_\_ (Date) \_\_\_\_\_

Which is the deadline for nominations, i.e. 3 weeks prior to the election.

(For Committee use only) RECEIVED ON (date): \_\_\_\_\_

# ORGANIZATIONAL BY-LAW

## By-law #2

### SCHEDULE "E"

#### SPENDING POLICY

Control of spending rests with the Membership, which must approve the annual budget each year. At the same time, the Co-op staff, committees and the Board of Directors must have sufficient flexibility to manage the Co-operative. This policy outlines a set of guidelines for achieving spending control.

##### **1. Annual Budget**

Prior to the beginning of each fiscal year, a budget for the year will be presented to a General Meeting of Members. The budget must budget separately for each major Category of income and expense.

In drawing up the budget, the Finance Committee and Property Manager will solicit input from other committees relative to their areas of concern. On the incoming side, the budget must contain specific recommendations with respect to housing charges.

The Treasurer/Finance Committee will submit the draft budget for the next fiscal year to the Board no later than December 1<sup>st</sup>. The Board-approved draft budget will be presented to the General Members' Meeting on or about January 15<sup>th</sup>.

Once approved by the general Meeting, the budget authorizes the Property Manager and the Board of Directors to incur expenses according to the provisions of the following sections. Also, any change in housing charges approved by the General Meeting must be presented in writing to all Members prior to February 1 and will be effective May 1, that is, 90 days after notice in writing has been given.

Normally, the budget, once approved by the Members, should not be revised.

During the course of the fiscal year, revisions to the budget may only occur upon the recommendation of the Finance Committee or the Board of Directors after consultation with the Finance Committee. Any such revisions must be approved by a General meeting as follows:

##### ***(Budget Category for the purposes of this policy means:***

1. Maintenance staff;
2. Maintenance materials and services;
3. Utilities;
4. Other (taxes and insurance);
5. Administration;
6. Contingency;
7. Replacement reserve; )

**1.1.** Any increase in budgeted expenses which varies the total expense budget (minus mortgage payments) by more than 5% will require a budget revision which must be approved in advance by a General Meeting in accordance with the Co-op's by-laws. Unless otherwise determined by a

two-thirds majority vote of the Members present and voting, the change in housing charges shall take effect on the first day of the fourth month in which the meeting took place. Notice of the change applicable to that unit shall be delivered to each unit within a reasonable time after the meeting.

**2. The process of spending the Co-operative's money can in most cases be broken down into the following steps:**

**2.1.** The ordering of goods or services, contracting for the receipt of ongoing goods or services, or the use of public utilities such as hydro or gas. It is at this stage that the decision is made by the Co-operative to incur the expense and to accept the obligation to pay for the goods and/or services.

**2.2.** Receiving invoices or bills or in-house cheque requisitions for the above and reviewing the same to see whether they accurately reflect the goods or services received or in the case of cheque requisitions fall within spending authorizations made.

**2.3.** Cheque writing.

**2.4.** The signing of the cheques.

**2.5.** The issuing or release of the cheques.

**2.6.** The filing of invoices, bills, cheque requisitions.

**2.7.** Financial reporting of monies spent.

Spending authority is primarily exercised in number 2.1 above. The other points are administrative and/or are for control and reporting purposes; therefore, the following section is about the expenditure process.

**3. Spending Authority**

**(a) Mandatory Expenses:**

Mandatory expenses are those that are incurred by the Co-op routinely and are not the result of a specific purchase or order. They include such things as municipal taxes, utilities (electricity, water and sewage and gas), salaries, insurance (if the coverage is not being changed), mortgage payments and any contracted services, once a contract has been signed.

Before contracts, written or oral, are entered into by the Co-operative, committing the Co-operative to ongoing routine expenditures (for example, staff salaries, maintenance contracts), the Finance Committee shall advise the Board as to the budgetary implications. Such contracts or commitments need Board approval prior to implementation.

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

The Property Manager, or a signing officer designated by the Board, may approve any mandatory expenditure. If a mandatory expenditure is expected to go over budget, the Finance Committee and the Treasurer shall, at their next regular meeting, be advised of the same.

**(b) Discretionary Expenses:**

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

All discretionary expenses other than those handled through petty cash must be authorized by means of a purchase order. The Property Manager may issue purchase orders as follows:

**3.1.** When the expense is within the budget approved for that Category and is less than \$1000, no further approval is required;

**3.2.** Where the expense is within the budget approved for that Category and more than \$1000, it must be approved by the Finance Committee;

**3.3.** Where the expense will put a Category over budget or was not anticipated by the budget and is less than \$1000, no further approval is required, but it must be reported to the next meeting of the Finance Committee;

**3.4** Where the expense will put a Category over budget or was not anticipated by the budget and is lower \$1,000, it must be recommended by the Finance Committee and approved by the Board of Directors.

**3.5** In no event may the amount approved in accordance with this section exceed the limit set in section 1.1 (5% of total expense budget minus mortgage payments).

Before approving a discretionary expense of more than \$1,000, The Finance Committee may require three quotes.

**(c) Emergency Expense:**

Emergency expenses are those that in the opinion of designated staff or Members have to be incurred immediately because a delay will risk property damage or endanger personal safety.

Notwithstanding sections 1, 2 and 3, an emergency expenditure without a maximum may be approved by designated staff or Members. The Board of Directors shall designate the people who can approve emergency expenditures as required.

All emergency expenditures must be reported to the Board of Directors as soon as practicable and to the next meeting of the Finance Committee.

**Add 19.01.02**

Significant unbudgeted emergency expenses must be reported by the Board of Directors to the Members at the next General Meeting.

**4. The Other Steps of the Spending Process**

**4.1.** All Invoices or bills shall be initialed indicating accuracy and approval by the party responsible for the order and shall be accompanied by a completed cheque requisition form and copy of the purchase order if applicable.

In the case where there is no invoice or bill or appropriate voucher, a cheque requisition form will be filled out with the necessary details.

**4.2.** All cheques will be prepared for signing by the Property Manager or designee. In no case will the person preparing the cheque be a signing officer who signs that cheque.

**4.3.** All cheques must be signed by two of the designated signing officers in accordance with Organizational By-Law No. 2, Article 12.5. Invoices or cheque requisitions must be attached to the cheques submitted for signature for review by the signing officers. The invoices must be marked "PAID", with the cheque number and date.

**4.4.** The Property Manager or designee is responsible for the release of the signed cheques to the payees.

**4.5** The Property Manager or designee will file all initialed and paid invoices, alphabetically by supplier.

**4.6.** The Property Manager will prepare monthly reports for the Finance Committee, Board and Members.

## **5. Conflict of Interest**

Refer to Article 10 of Organizational By-Law No.2

## **6. Guidelines for Petty Cash**

**6.1.** The Property Manager shall be responsible for the petty cash fund of \$600.00.

**6.2.** The maximum dollar amount to be paid per transaction from petty cash is \$150.00.

**6.3** At the discretion of the Property Manager, the fund will be replenished by presenting an itemized cheque requisition denoting expenditure accounts and the paid vouchers to the designated signing officers.

**6.4.** All disbursements from petty cash should be evidenced by a voucher and receipt(s).

**6.5.** For all committee expenses, vouchers must be signed by the Chair.

**6.6.** Vouchers should be clearly marked as "PAID" to prevent duplicate use.

**6.7.** The petty cash should be balanced monthly or upon replenishment.

**6.8** Cheques must not be cashed out of petty cash.

**6.9** Petty cash funds will only be used for the Co-op, not for individual Members.

## **7. Petty Cash Procedure**

ALL DOCUMENTATION SHOULD BE EXECUTED IN INK

For Cash Advance:

**7.1.** Petty cash voucher form to be completed and submitted to the Property Manager for approval/signature.



## ORGANIZATIONAL BY-LAW

### BY-LAW #2

### SCHEDULE "F"

## FRAUD POLICY

### *Statement of Policy Principles*

City Park Co-operative Apartments Inc. is committed to protecting its revenue, property, information and other assets from any attempt, by Members of the public, Members and/or residents of the Co-op, contractors, sub-contractors, agents, intermediaries or its own employees, to gain by deceit, financial or other benefits.

This policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for investigation of fraud and other similar irregularities.

### *Definitions*

Fraud and other similar irregularities include, but are not limited to:

1. Forgery or alteration of cheques, drafts, promissory notes and securities.
2. Any misappropriation of funds, securities, supplies or any other asset/
3. Any irregularity in the handling or reporting of money transactions.
4. Misappropriation of furniture, fixtures and equipment.
5. Seeking or accepting anything of material value from vendors, consultants or contractors doing business with City Park Co-operative Apartments Inc. is in violation of the Conflict of Interest provisions of Section 4 of O. Reg. 339/01 under the Social Housing Reform Act, 2000.
6. Unauthorized use or misuse of City Park Co-operative Apartments Inc. property, equipment, materials or records.
7. Any computer related activity involving the alterations, destruction, forgery, or manipulation of data for fraudulent purposes or misappropriation of City Park Co-operative Apartments Inc. owned software.
8. Any claim for reimbursement of expenses that are not made for the exclusive benefit of the City Park Co-operative Apartments Inc.
9. Provision of a unauthorized benefit to a Member including, but not limited to, an unauthorized reduction of the housing charges payable by a Member, unauthorized internal transfers to another unit or unauthorized determination of eligibility for rent –geared-to-income assistance.



10. Any similar or related irregularities.

### ***Applicability***

**This policy applies to Members of the Board of Directors and all employees of the management company working on behalf of the City Park Co-operative Apartments Inc.**

### ***General Policy and Responsibilities***

1. It is the Board of Directors intent to fully investigate any suspected acts of fraud, misappropriation or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, and length of service or relationship with the City Park Co-operative Apartments Inc. of any party who might be or becomes involved in or becomes/is the subject of such investigation.

All Directors, officers, employees of City Park Co-operative Apartments Inc. and/or Management Company will co-operate fully with the Board of Directors to ensure that any suspected acts of fraud, misappropriation or other similar irregularity are investigated to the satisfaction of the Board of Directors and City of Toronto's Social Housing Unit.

2. In all circumstances, where there are reasonable grounds to indicate that a fraud may have occurred, the Board of Directors, subject to the advice of its legal counsel, will contact its insurance company, the Police Service and the City of Toronto's Social Housing Unit.

3. Upon Conclusion of the investigation, the results will be reported to the President of the Board of Directors. The President will provide a copy of the results to the City of Toronto's Social Housing Unit.

4. The Board of Directors will pursue every reasonable effort, including court ordered restitution, to obtain recovery of the corporation's losses from the offender, or other appropriate sources.

### **Procedures**

#### 1. Reporting

- a) All employees of the City Park Co-operative Apartments Inc. and/or the management company

Any employee who has knowledge of an occurrence of irregular conduct, or has reason to suspect that a fraud has occurred, shall immediately notify his/her supervisor. If the employee has reason to believe that the employee's supervisor may be involved, the employee shall immediately notify the President of the Board of Directors and/or principal of the Management Company.

Employees shall not attempt to investigate a suspected fraud or discuss the matter with anyone other than a person to whom the fraud was reported, staff of the City of Toronto's Social Housing Unit and the police.

An allegation of fraud is a serious matter. Employees who knowingly make false allegations will be subject to discipline up to and including dismissal.

b) Supervisors

Upon notification from an employee of suspected fraud, or if the supervisor has reason to suspect that a fraud has occurred, the supervisor shall immediately notify the President of the Board of Directors and/or principal of the Management Company. The supervisor shall not attempt to investigate the suspected fraud or to discuss the matter with anyone other than the President, staff of the City of Toronto's Social Housing Unit and the police.

c) President

Upon notification from an employee of a suspected fraud, or if the President has reason to suspect that a fraud has occurred, the President shall immediately advise the Board of Directors and the City of Toronto's Social Housing Unit as well as the Principal of the Management Company. The President shall not attempt to investigate the suspected fraud or to discuss the matter with anyone other than the Board of Directors, staff of the City of Toronto's Social Housing Unit, the principal of the Management Company and the police.

d) Board of Directors

Upon notification or discovery of a suspected fraud, the Board of Directors will, in consultation with the City of Toronto's Social Housing Unit, promptly conduct an initial review and make a determination whether or not the suspected fraud warrants additional investigation. In all circumstances where there appears to be reasonable grounds for suspecting that fraud has taken place, the Board of Directors, in consultation with (the housing provider's) legal counsel, will contact the Police Service. The President shall coordinate the investigation with the City of Toronto's Social Housing Unit, the Management Company and appropriate law enforcement officials. The Board of Directors shall investigate any suspected fraud to the satisfaction of the City of Toronto's Social Housing Unit.

2) Security of Evidence

a) Once a suspected fraud is reported, the Board of Directors, in consultation with the corporation's legal counsel, the Property Manager and the City of Toronto's Social Housing Unit, shall take immediate action to prevent the theft,

b) Such actions may include, but are not limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing any individual(s) suspected of committing the fraud from having access to the records. The records must be adequately secured until the investigator engaged to conduct the investigation or the police take control of the records to begin the audit investigation.

3) Confidentiality

All participants in a fraud investigation shall keep the details and results of the investigation confidential.

4) Personnel Action

a) If a suspicion of fraud is substantiated by the investigation, disciplinary action, up to and including dismissal, shall be taken by the Property Manager in consultation with the Board of Directors and the corporation's legal counsel.

b) Unless exceptional circumstances exist, a person under investigation for fraud shall be given notice in writing of the essential particulars of the allegations following the conclusion of the audit, investigation and prior to final disciplinary action being taken. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Property Manager and/or Chair of the Board of Directors no later than seven calendar days after the notice is received.

5) Whistle-Blower Protection

- No person acting on behalf of City Park Co-operative Apartments Inc., including the Board of Directors shall:
  - a) initiate a dismissal or threaten to dismiss an employee
  - b) request to discipline or suspend or threaten to discipline or suspend an employee;
  - c) impose any penalty upon an employee and/or the management company or
  - d) intimidate or coerce an employee

Because the employee has acted in accordance with the requirements of this policy. Violation of this section may result in discipline up to and including dismissal and/or termination of the Property Manager.

6) Media Issues

Any Staff person or Member of the Board of Directors contacted by the media with respect to an audit investigation shall refer the media to the designated person. The alleged fraud or audit investigation shall not be discussed with the media by any person other than the designated person in consultation with the corporation's legal counsel.

7) Amendments

The Board of Directors may adopt changes from time to time as may be required to ensure compliance with related Regulations and/or Directives of the Service Manager, or Government Requirements. The Board shall report all such changes in writing, to the Members at the next General Meeting.

The Organizational By-law, By-law #2, Schedule "F" Fraud Policy was reviewed and Approved by the Board of Directors, June 26<sup>th</sup>, 2007.

Approved by the Members at the AGM September 15, 2007

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Arnold Wilbraham, President

September 25, 2007

# ORGANIZATIONAL BY-LAW

## By-law #2

### Schedule "G"

## PURCHASING POLICY

### Maintenance

- Management is required to maintain track of inventory of parts and supplies.
- Management is required to negotiate the best pricing for supplies and ongoing services and periodically compare prices on the marketplace.
- Management must follow the purchasing thresholds for single jobs:
  - Under \$4,000 – no price quotes required.
  - \$4,000 - 10,000 – Three verbal quotes required.
  - \$10,000 – 14,999 - Three written quotes required
  - \$14,999 – 100,000 – Tender process required. The professional consultant (architect, engineer) must be engaged.
  - Over \$100,000 – Public Tender. A professional consultant (architect, engineer) must be engaged.
- Upon Award of the contract, contractors must provide the following documents:
  - Signed Conflict of Interest Declaration.
  - WSIB certificate
  - Insurance certificate

## **Contracted Maintenance**

Service contractors should be employed to supplement the skills of the building staff. Some items of maintenance must be carried out only by licensed contractors (elevator services, pest control, fire alarm service and testing etc.).

Contractors can also provide services for a broad range of assignments, including plumbing repairs, electrical, snot removal, drywall preparation, ceramic tile installation, concrete repairs, security systems and appliances repair.

When retaining a tradesman, the management must specify the scope of work as well as the terms and conditions of the assignment.

An authorized staff Member must issue a Work Order (purchase order), describing the nature of the assignment.

Work Orders are not designed to convey terms and conditions of service agreements, large projects with provisions for payment schedules, or complicated projects that require professional services. In these cases, a contract should be drawn up.

## **Tendering for Maintenance and Repair Contracts**

- For work under \$14,000:  
Management shall review and act on quotations submitted by tradesmen for ongoing services or approved capital work.
- For work over \$15,000:  
Bids where a tender deadline is set and those bids that are received in accordance with the tender requirements can be considered by the Board, Property Manager, designated Board Member(s) together with the Finance Committee.

## **Consultants**

A qualified consultant or engineer should be retained to assist in the definition of the requirements and the proper specifications in the following cases:

- If dealing with more technical projects
- If the job requires some specific analysis, including accounting, legal services
- If the job could result in a potential liability
- If a building permit is required
- If the work involves larger sums of money

For major architectural or structural renovations, a qualified consultant is essential to create drawings and specifications to ensure that all applicable codes are met. In some case the consultant can co-ordinate the tender process and a contract.

Consultants' remuneration may be based on a flat fee schedule or hourly basis. If the latest apply, the consultant's invoice must include a detailed itemized breakdown of charges.

## **Types of Contract**

- Fixed Price – the contractor is paid a lump sum to cover time and expenses and material required for the contractually agreed upon scope of work.
- Time and Materials – when the entire volume of work cannot be defined the contractor can bill on a per unit or labour and material costs basis upon completion of work (or as instructed by the management). In this case the following parameters must be set:
  - Hourly Rate
  - Any handling surcharge for the required materials
  - The frequency at which the contractor will report on progress and related costs for the job (in order to ensure that the management has control over costs and direction of the project)
- Service Contracts  
May be in the form of one to 10 years in length and should have a day's provision for termination by either party. A long-term contract may contain an escalation clause to offset any increase in labour, material or inflation costs. In some circumstances the Corporation's solicitor may review long-term contracts.
- A Unit Price Contract CCDC4-82 is based on specific pre-determined amounts for each unit of the work performed (i.e., per square meter.)
- A turnkey contract is a special case of stipulated price contract, with one single payment upon completion of the work.

## **Payment Holdback**

In cases when large contracts are involved, it may be required that 10% of the fee due be held for 45 days. This is necessary to protect against any liens that may be placed on the tile by a sub-contractor or supplier who has not been paid by the contractor.

The management should require a "Statutory Declaration" from a contractor stating that sub-trades or suppliers have been paid, prior to issuing any progress payment for the work.

## **Selecting a Contractor**

When initiating a tender, a minimum of three bidders must be selected to participate in the process. All invited bidders should be screened to ensure that the contractors selected to bid are all qualified to perform the job. Pre-qualification should be based on the following criteria:

- References
- Financial Stability/successful completion of similar work
- Length of time the contractor has been in business

If all the contractors have been pre-qualified, then the only factor remaining for awarding the contract will be the cost and the completion date.

## **Trades and Contractors Evaluation**

A thorough monitoring of the contractor's performance must be carried out in order to determine the quality of work.

Following techniques can be employed for monitoring the performance:

- Conduct regular inspections with contractor or sub-contractors. Make notes of the results of the inspections. Provide copies of the inspection notes/reports to the contractor. The inspection reports should include favourable as well as unfavourable comments.
- Solicit feedbacks from tenants and staff.
- Verify the hours used by the contractors by instituting a progress report and time log.
- Take photographs.

## **Contractors' Code of Conduct**

- All keys are returned to the site staff at the end of the workday in accordance with schedule.
- The site staff must be advised of the time tradesmen arrive on the job site.
- Trades clean up the job site at the end of the day.
- Safety and convenience of tenants must be always considered.

- Any information of the personal nature is confidential.
- Tenants' property is protected.
- Workplace harassment policy and Human Rights Code are observed.
- Trades persons must be supervised by City Park Staff when performing any work within an occupied unit, unless otherwise authorized by the management.

### **Contractor Liability and Insurance**

Prior to entering the agreement with the contractor the following documentation should be obtained:

- Evidence verifying that the contractor has the appropriate licenses
- General Liability Insurance Coverage.
- If necessary, Fidelity Bonds or bonding certificate may be required.
- Proper Workers Safety and Insurance Board (WSIB) certificate.

### **Conflict of Interest**

Contractors must sign a Conflict of Interest Declaration and adhere to the Conflict of Interest Guidelines

### **Amendments**

The Board of Directors may adopt changes from time to time as may be required to ensure the compliance with related Regulations and/or Directives of the Service Manager, or Government Requirements. The Board shall report all such changes, in writing, to the Members at the next General Meeting.

The Organizational By-law, By-law#2, Schedule "G" Purchasing Policy was reviewed and Approved by the Board of Directors, June 26<sup>th</sup>, 2007

Approved by the Members at the AGM September 15, 2007

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Arnold Wilbraham, President

September 25, 2007



# ORGANIZATIONAL BY-LAW

## By-law #2

### Schedule "H"

## RISK MANAGEMENT POLICY

### GENERAL INFORMATION

#### 1.1 Purpose for this Policy

It is the practice of City Park Co-operative Apartments Inc. to provide adequate financial protection against liability to third parties, loss of assets and loss of use of property in such a manner that after claims and expenses have been paid, assets replaced or repaired and operations resumed there should be no significant financial effect on Pathway.

#### **Risk Management Process**

The senior management is responsible for coordinating protection of assets by:

- Evaluating all insurable and controllable risks
- Enabling necessary and desirable activities at minimum financial risk while protecting employees, residents and the general public
- Control of exposures that may result in damage to property or injury to third parties
- Minimizing claims costs from receipt of the claim report through to settlement

All employees and the Board are responsible for the implementation of the corporate risk program by reducing or eliminating exposures whenever practical, reporting any material changes in exposures and complying with the conditions of any insurance policy in force.

#### 1.2 Risk Management Introduction

##### 1.2.1 Why Practice Risk Management?

It is not sufficient or practical to simply buy insurance to cover every loss that City Park Co-operative Apartments Inc. might face. As a result, City Park Co-operative Apartments Inc. needs to be aware of risks taken through the activities and to find appropriate ways to manage those risks. Actions not taken by Management / Board and employees can leave City Park Co-operative Apartments Inc. exposed to potential financial losses.

Using risk management techniques to select the best method of handling the risks faced by City Park Co-operative Apartments Inc. is a practical means of cost reduction. Risk management's goal is to pro-actively identify and rectify situations that may lead to negative consequences. Insurance alone is insufficient protection. Insurance will pay some of the loss costs – but will not prevent the losses from happening. Insurance protection should be chosen only after systematically analyzing through the risk management process whether the risk could first be avoided or eliminated, mitigated through a loss control program, transferred to another party or retained within a self-insurance program.

City Park Co-operative Apartments Inc. must remain vigilant in protecting itself against and/or minimizing its losses as a result of legal proceedings arising from negligent acts or omissions. It is part of everyone's responsibilities to assess risks that arise from decisions and reduce the organization's exposure to loss.

### **1.2.2 Types of Risks are:**

- Physical disaster or damage to property: This includes real property (buildings and grounds) and personal property (computers and telephones). **Appendix 1**
- Legal Liability: Every public service exposes the Management / Board to the potential of legal action arising from an incident causing losses or injuries to the public or damage to their property. The scope of liability continues to expand as courts increasingly hold property owners responsible for negligent and wrongful actions, personal injuries, and property damage.
- Loss of Income: Income is received through rents and other revenues. A disruption of income creates a loss of income and higher operating expenses.
- Loss of assets due to dishonesty. **Appendix 2 (Fraud Policy)**
- Disclosure of confidential information to unauthorized parties. **Appendix 3 (Privacy of Information Policy)**

### **1.3 Benefits of Risk Management**

- More effective use of operating funds – instead of paying for liability suits, property damage and others losses dollars can be put toward improvement of services or cover increasing operating costs.
- Decreased costs and increased productivity – preventing accidents and injuries reduces medical expenses, as well as costs related to lost work days, replacement workers, etc. Ensuring a safe workplace to prevent worker injuries may also improve the site for residents and Members of the public.
- Reduced losses from natural disasters and other unexpected occurrences.
- Identification of exposures which may need to be insured or avoided completely

### **1.4 Standard Insurance Policy Exclusions**

There are some types of exposures which the insurance industry considers too hazardous to other clients. Below is a list of some of the most common:

- Damage caused by war, civil insurrection, etc.
- Terrorism – effective January 1, 2002
- Nuclear damage
- Normal wear and tear and depreciation
- Inherent vice (Damage that is likely to occur as a result of the nature of the insured property)
- Losses caused deliberately by the insured
- Losses occurring as a result of normal operations (ex. Operating inefficiencies or errors, accounting errors)
- Fines and penalties for failure to obey the law, including punitive and exemplary damages

- Losses arising from seepage or pollution, except for automobile policies or where coverage is specially-purchased

### **1.5 Inspections of Property**

Regular inspections of City Park Co-operative Apartments Inc. assets are necessary to ensure all properties meet general industry standards on a continuing basis. Also, high insurance deductible levels dictate a need for all employees to practice loss prevention activities routinely to avoid unnecessary losses.

To ensure that proper standards of protection and safety are maintained, it is a good practice to invite the Insurer's inspectors periodically to carry out inspections of City Park Co-operative Apartments Inc. properties. These inspections address such areas as fire safety, environmental concerns and life safety. Following each inspection, the insurer produces a report to the management with recommendations for improvement, where necessary. Management is expected to review reports and where possible carry out the recommendations promptly. Major recommendations requiring capital expenditures should be brought to the attention of the Board for discussion.

### **1.6 Insurance Renewal Information**

Co-ordination and purchase of insurance coverage is the direct responsibility of the Property Manager.

#### **1.6.1 Insurance & Risk Cost Allocations**

Annual Insurance premiums changes are based on industry's specifics as well as projected loss of frequencies.

Total cost of risk includes:

- insurance premiums
- loss prevention & control activities
- loss costs below the deductible and above the limit of insurance
- claims handling costs

The purpose of cost allocations are to:

- Fairly and accurately reflect actual cost of risk
- To emphasize the need for safety and loss control efforts to improve operating performance
- To create a system that is sensitive to the diverse risk exposures faced by various aspects of operations
- Avoid sudden and unexpected charges that high loss frequency increases will bring
- Improve budget forecasting
- Provide financial incentives for cost-effective loss prevention measures
- To create a system that is relatively simple to understand and administer

## 2.1 GENERAL LIABILITY INSURANCE Appendix 4

### **Name of Insured:**

Pathway, including the Board of Directors, Pathway's properties, officers, employees and volunteers.

### **COVERAGE:**

#### **Legal Liability for Third Party Damages**

- Bodily injury, sickness, diseases and resulting death
- Malicious prosecution, libel, slander, etc.
- Damage to, loss or destruction of property
- Wrongful Dismissal

#### **Tenant's Legal Liability**

- Damage to, or destruction of, leased premises City Park Co-operative Apartments Inc. is found liable to the tenant of the premises.

#### **Contractual Liability**

- Legal Liability assumed by City Park Co-operative Apartments Inc. under an agreement related to statute warranties, written leases and easement agreements and other contract.

### **2.1.1 EMPLOYEES' LIABILITY INSURANCE**

Under the liability policy, employees of the City Park Co-operative Apartments Inc. are insured against claims arising out of their activities as an employee while carrying out duties required or expected by the employer. This coverage provides for:

- investigation of the incident (interviews, statements, photographs, measurements, etc.)
- legal defence
- payment of any award / negotiated settlement with the claimant – up to the limit of the policy

The employee is required, in return for this coverage to co-operate with the insurer and their representatives (insurance adjuster, defense counsel, etc.) in defending the claim

## **3.1 PROPERTY, BOILER & MACHINERY & COMPUTER**

### **Coverage:**

Each City Park Co-operative Apartments Inc. Property is insured for all risks of direct physical loss or damage including related loss of revenue due to interruption of business as a result of an insured peril.

Boiler & Machinery insurance specifically covers loss to Objects (defined) and other property (i.e. buildings, contents) owned by the Insured or for which the Insured is responsible which results from sudden and accidental breakdown of a defined Object. **NOTE:** "Object" indicates such things as boilers, hot water tanks, air conditioning units, electrical transformers.

## 4.1 COMMERCIAL CRIME

### Preventing Employee Theft Losses (Appendix 2, Fraud Policy)

Creating an effective plan to guard against employee theft within the organization is smart risk management.

In addition to the routine precautions taken in finance areas, to reduce the likelihood of problems management should:

- Provide appropriate protection to petty cash boxes, office equipment, hand tools, etc.
- Require that valuable tools and equipment be inventories
- Shred documents containing confidential information
- Safeguard hardware and software
- Load only necessary information on laptop computers, thereby limiting the amount of information a thief could access should the equipment be stolen
- Keep computers information safe and secure all times

### Coverage:

- Loss of money, securities by actual destruction, disappearance, wrongful abstraction or computer theft from the premises, or while in transit
- Loss due to forgery or alteration of cheques, drafts, bills of exchange, etc.
- Loss due to damage to the premises resulting from safe burglary or robbery
- Loss of money, securities and other property caused by theft or forgery by any employees

## 4.2 Group Accident Appendix 4 (Co-operators Group Insurance)

The group accident policy covers City Park Co-operative Apartments Inc. employees

### Coverage:

Covers injury or death sustained during a course of business on behalf of the insured. The beneficiary is the person designated by the Insured Person, or if no designate, the Estate of the Insured Person.

City Park Co-operative Apartments Inc. also participates in the WSIB program and follows the reporting requirements established by the WSIB.

## 5.1 LEGAL LIABILITY EXPOSURES

### 5.1.1 Legal Liability Issues

The following areas of law have a major impact on the exposure faced by Pathway:

#### (i) Duty of Care

People expect to be able to use premises or facilities safely. When someone is injured or their property is damaged, they may attempt to prove that City Park Co-operative Apartments Inc. is liable for such injury or damages, often by attempting to show that the owner was negligent in its operations. In some cases, the duty of care or the responsibility of the owner is defined by statute such as the Municipal Act or the Public Health Act; in other cases the situation may be defined under common law.

The owner needs to understand and respect its obligations to the public and to operate its facilities and deliver its services in a manner consistent with such requirements. Where the governing body has pre-determined a set of standards, practices or procedures, these must be adhered to in order to establish that it has acted appropriately.

### **(ii) Liability / Negligence**

One area of law, which is of significant in the Risk Management process, is the **law of negligence**. This is also part of what is known as the “common law” or judge-made law. When courts make decisions based on common law they are usually influenced by a precedent established in a similar set of circumstances and decided upon a previous court of equal or higher jurisdiction.

*A generally accepted definition of negligence is as follows:*

*The omission to do something, which a reasonable person, guided by those considerations, which ordinarily regulate the conduct of human affairs, would do, or the doing of something, which a reasonable and prudent person would not do.*

In order for negligence to be proven, the claimant must prove that,

- Damages or injuries were actually suffered by the claimant
- A duty of care was owed by the owner to the claimant – that is, reasonable care was required to prevent injury to another
- There was a direct relationship between the duty owed by the owner and the loss suffered by the claimant
- The conduct of the owner was below an acceptable standard – that is, City Park Co-operative Apartments Inc. did not provide a reasonable standard of care in its duty to the claimant

### **(iii) Occupiers’ Liability**

An extremely important area of concern to property owners or occupiers is the potential liability for injuries caused to persons who come onto their premises. This is the subject of a statute called “The Occupiers Liability Act, 1980”.

According to this Act the owner/occupier has a statutory duty of care to persons entering on the premises. There are, however, exceptions to this duty. Where risks are willingly assumed by the person who enters the property, the occupiers’ duty is limited to not creating a danger with the deliberate intent of doing harm or damage to the person and to not acting with reckless disregard of the person’s presence.

It is important to ensure that the owner acted reasonably under the circumstances. This will result in the need to determine whether the building operator could foresee any dangers and whether they did anything about the condition. This could necessitate corrections at the location, the erection of adequate warning signs or a system of inspection in order to show that there was no breach of the duty on the part of the owner. The challenge to staff is to be able to foresee the risk and to mitigate that risk as required.

### **(iv) Allurements / Attractive Nuisances**

Objects or property left unattended can attract children because of their natural curiosity or desire to play. If a child or children sustain injury as a result of this curiosity is unlikely to be deemed a

trespasser. It will be argued that the child had an implied license to enter because his/her interest was aroused by some attraction on the land. The property owner/occupier may be held liable for the injuries sustained even though the child entered without permission. An example of an allurement may be as simple as a mound of sand and high snow banks or as idle construction machinery, which has been parked for the night

### **5.1.2 Liability Loss Prevention**

The ideal situation is to eliminate the chance of any loss occurring. In many cases, this is an unobtainable objective and it may not be cost effective. Even so, loss prevention activities are still worthwhile and must invade every aspect of our operations. While elimination of losses is never complete ultimately the effort will result in fewer losses and lower loss costs.

Some examples of loss prevention and control techniques, which apply to all operations, are:

- Ensure all employees are trained in areas of safety, security and emergency procedures.
- Maintain formalized safety-oriented policies and procedures for all activities.
- Work pro-actively to identify issues and situations that need changes before they develop into problems.
- Maintain buildings and equipment, including roof anchors in a safe condition.. Periodic inspections are necessary and must record date, name of inspector and any deficiencies that are required, followed by a description of how and when the deficiency was corrected.
- Ensure exterior doors are kept closed to maintain proper temperature and humidity levels
- Limit indoor air pollution by banning smoking, ensuring proper exhaust equipment.

### **5.1.3 Errors & Omissions / Professional Liability**

It is as important to practice loss prevention techniques for errors and omissions exposures as it is for operating procedures to maintain adequate maintenance levels of such things as buildings and roads.

Some examples of loss prevention techniques are:

- Maintain formalized operating policies and procedures for all activities within the City Park Co-operative Apartments Inc. control
- Maintain formal job descriptions for all employees and document the experience and training required for each position
- Develop objective hiring standards for every position and document the extent to which each applicant succeeds or fails to meet those standards
- Document specific aspects of unacceptable employee performance and advise employees of same well before termination
- Place exculpatory language in invitations to bid on City Park Co-operative Apartments Inc. contract

### **5.3 Premises & Property Loss Prevention**

It is important that the management and the Board design and implement systems and procedures to prevent and reduce losses of corporate assets.

## Computer & Office Equipment Protection

Theft of office equipment or components from personal computers is an increasing problem. The following checklist is intended as an overview of some steps to consider determining if adequate protection is in place or if improvements are needed

<b>Security Checklist:</b>		
	<b>Yes</b>	<b>No*</b>
Access Control		
Is access to site office controlled?		
Are visitors to the office using an appointment system?		
Property Supervision		
Are there Security Cameras?		
If yes, are cameras recorded?		
Are Incidents logged?		
Alarm systems?		
Are checks made to ensure detectors are not blocked by walls, equipment, etc.?		
Is the alarm linked to 24-hour security?		
Are serial numbers of the office equipment recorded?		
Are personal computers secured to desk?		
Are cartridges, floppy disks, etc. stored securely and accounted for?		

- ***If No, refer to comments below:***
- The number and type of cameras should be selected based on the nature of the property and the size of the facility.
- Recording is important since it increases the opportunity for identification of the perpetrator.
- The chances of stolen property being recovered increases substantially if it is marked with the owner's identification.
- Portable computer equipment often is stolen from offices. It should be locked in a secure place when not in use
- Securing desktop computers makes them a less attractive target for theft

## Risk Analysis

Property Manager shall identify all operational areas and assets of the Corporation. Identify each exposure (i.e. equipment breakdown, fire/flood damage, theft, robbery and fraud) and analyze it to establish the degree of risk and its potential cost. This analysis allows prioritization of the risk according to the perceived degree of risk. Also determine where the threat of loss arises from inside the corporation, outside or a combination.

Efforts should be made to minimize risk. This requires developing plans, implementing actions and ongoing monitoring to ensure established practices are followed and are effective.



## **5.4 Theft of Property and Funds**

The blanket insurance policy covers theft by third parties and by employees or others to whom property is entrusted. External theft usually occurs either due to burglary or robbery. Robbery refers to actually taking funds or other assets directly from the person who has care of it or the premises. Burglary is usually the result of forcible entry. Theft by employees or others with custody or control over the goods can occur as a result of taking advantage of a one time opportunity or over an extended period of time. Both internal and external theft may involve one or more individuals.

### **5.4.1 Protecting Property and Funds**

To reduce the opportunity for those with regular access or care of goods/funds to embezzle funds or steal property the basic steps should be practiced:

1. Treat employees fairly and with respect
2. Display an appropriate ethical example for all employees, volunteers and contractors
3. Check credentials of new employees and periodically review existing employees to identify any improprieties (e.g. conflicts of interest, illegal gratuities, false or inaccurate invoices)
4. Verify new employees via criminal records checks, prior employments references and reasons for leaving
5. Ensure your systems don't give one person complete control over finances (i.e. segregation of duties)
6. Approach and question unknown persons who enter unauthorized areas
7. Question and document any unusual or inconsistent activities that appear suspicious;
8. Be willing to prosecute any person with custody/control of goods/funds as a 'zero' tolerance message to others
9. Use the proper type of locks on doors and secure valuable property when not in use, overnight, weekends, etc.
10. Keep keys from falling into the wrong hands – issue as few keys as possible and keep a record of who has received which keys; even better is to use current technology to electronically 'key' doors and track traffic into and out of spaces
11. Ensure keys or access cards are returned when employees or other authorized representatives leave the organization
12. Implement other systems to monitor unauthorized access (e.g. burglar alarms, surveillance cameras) where appropriate
13. Utilize fencing, lighting and landscaping as a means of deterring inappropriate access and/or behaviours

## **SAFETY ISSUES**

### **6.1 Policy Purpose**

It is the City Park Co-operative Apartments Inc. policy that the safety of employees, tenants and the public has top priority.

City Park Co-operative Apartments Inc. complies with all related Occupational Health and Safety Act Policies and procedures.

The Occupational Health and Safety Committee also advise and assist departments with development of departmental health and safety policies, procedures, standards and guidelines.

All employees are to be given regular safety instruction as follows:

1. Newly-hired employees will receive orientation instruction on hazards and loss prevention procedures relevant to their job and environment.
2. Regular staff meetings will include health and safety instruction on an as-needed basis in accordance with the policy.

### **6.1.1 Accident Reports**

Employee injuries must be reported in accordance with Workplace Safety and Insurance Board procedures.

Injuries of non-employees must be reported to the office for handling in anticipation of a third party claim for compensation.

## **6.2 Responsibilities**

The Board of Directors is responsible for leadership and direction in the administration of occupational health and safety activities on City Park Co-operative Apartments Inc. properties.

The Property Manager is responsible for the administration of occupational health and safety activities.

Employees are responsible to observe and follow all established occupational health and safety procedures, rules and practices.

## **7. CLAIMS HANDLING**

### **7.1 Reporting Requirements**

#### **Definitions:**

**Claim** included claims for damages as well as requests or suggestions that a payment be made as compensation for losses or expenditures incurred by others.

**Release** means a discharge from an obligation or responsibility; i.e. giving up a legal claim.

Claims management is a process that deals with all losses and claims regardless of whether the loss is fully insured for the losses or the cost is retained.

A little time as possible should be lost between the moment of an accident/incident and the beginning of the investigation in cooperation with the adjuster from the Insurance Company. Immediate response increases the likelihood that all of the conditions that existed at the time of the accident will be able to be observed. Prompt investigation will also reduce the likelihood of disturbance of evidence and it will be less likely that witnesses to the accident will leave the scene without being noted.

There are several reasons to investigate an accident. These include:

- Fulfilling legal requirements
- Determining the real cost of accidents
- Ascertaining the root cause of the accident including underlying causes not just obvious causes
- Recommend and implement corrective action to prevent recurrences
- Obtain factual information on the accident/incident to settle or defend claims

The focus of the investigation should always be to determine why and how the accident happened so that casual factors can be identified and corrective action can be taken to prevent future losses. Although every accident/incident should be investigated the depth of the investigation will vary in scope depending on the nature of the accident/incident and the severity and the consequences of the accident/incident. Where investigation reveals individual failings, these should be pointed out to remedy the situation and prevent recurrence – not to lay blame.

**NOTE: Record only factual information. Do not give opinions in any report.**

Do not, under any circumstances, discuss a claim with anyone who is not a representative of the Insurance Company.

### **7.1.1 Incident Investigation**

After an accident/incident is reported, it is important to conduct a thorough investigation. Often investigation can point out a procedure that should be changed or the need for safety equipment. Minor accidents that keep occurring may point to operating procedures/practices that need changes in work procedures or equipment use.

**When serious bodily injury or property damage occurs, it is imperative to preserve the evidence as it was, both at the time of and immediately after the accident/incident.**

The physical environment and especially sudden changes to that environment need to be identified and recorded. Because of the possibility of rapid change, this should be attended to immediately after providing first aid to the victim. Photographs of the general area and of the specific items are helpful in this regard. Diagrams and measurements can also be beneficial.

The following points should be noted:

- Housekeeping of the area
- Weather conditions
- Level of maintenance
- Adequacy of lighting
- Things that could have been distracting at the time of the accident/incident

**Do not be too hasty to “fix” the building, equipment or scene to continue “business as usual”.** Broken equipment, debris and samples of materials may be removed for further analysis by experts. Should this be the case, notes on exactly where these items came from, who took them, where they took them and possible what they propose to do with them should be taken.

### **Response to Third Parties**

Upon completion of the investigation, the management or Insurance Adjuster will advise the claimant of the results of the investigation. In cases where the City Park Co-operative Apartments

Inc. was liable for damages, the insurance adjuster will negotiate a reasonable settlement in compensation for damages. Where it appears there is no liability, the claim will be denied.

## 7.2 Emergency Telephone List

<b>Office</b> 115-484 Church Street, Toronto, ON M4Y 2C7		
Philip Eram Property Manager	(Business) 416-924-6294 (Cel)	
Telephone Directory for Emergencies (Updated February 20, 2007)		
<b>Problem</b>	<b>Contractor</b>	<b>Telephone #</b>
Boilers	Reliable	416-917-0154
Plumbing Only	All Star (Peter)	Cell 647-407-7827 Pager 416-232-7753
Compactors	Mike Harrison	416-267-6930 Pager 416-530-1360
Elevators	Miro	905-454-1222
Fire Panel & Sprinklers	Richmond	905-454-1222
Garage Doors	Abtek	416-222-7866
Generators	Total Power	905-238-1529
Intercom	Gardia	905-660-6111
Locksmith	Custom Door & Lock	416-699-4716
Hydro Emergency		416-542-8000
Fire Department Non-Emergency		416-338-9000

**Aviva Canada Inc.** (Insurance Adjusters)  
Direct Line (705) 735-9403

**(416) 460-1898**  
Direct Fax (705) 735-9404

## 7.3 Responsibility for Claims Costs

Settlement and handling costs are paid from the operating fund. Whenever costs are recoverable from a third party (i.e. damage to property) the cost is paid for the regular operating fund until recovery is made. Management and the insurance company will pursue recovery of costs from the responsible party.

Management personnel and the insurance adjusters are authorized to negotiate settlements with third parties. Claims settlement and related handling costs are approved by the Manager in consultation with the Board's management committee.

Every effort is made to minimize the cost of claims wherever practicable. To reduce City Park Co-operative Apartments Inc. claims administration costs claims are handled internally as much as possible by Management rather than by insurance adjusters.

### **Public Relations:**

From time to time, City Park Co-operative Apartments Inc. may find it desirable to pay a claimant for the purposes of a 'public relations' gesture. Caution is urged in these cases since too readily or too frequently paying in these circumstances may lead people to believe that 'all they need to do is ask' in order to be paid a sum of money.

#### **7.3.1 Recovering Claims Costs**

When a third party damages City Park Co-operative Apartments Inc. property, we have the right to take action against the responsible party to recover our costs.

When damage or injury of an employee occurs, it is important to inform Management or the management committee *promptly* so that the appropriate information can be documented. This information includes:

1. What happened to cause the damage or injury
2. Identity of the party causing the damage
3. Description:
  - a. including age and condition, of the property damaged
  - b. of the injury to the employee, expected length of time off work
4. Cost:
  - a. of the damage (i.e. repair or replacement, time spent by employees)
  - b. of the lost time of the injured employee and projected cost of medical treatment

**Note:** employees have the right to choose whether to collect WSIB benefits or to sue the responsible party for compensation.

In cases where the damage was deliberately done (e.g. vandalism) notify both Police and insurance company whenever it is possible to identify the responsible person.

**Note:** When reviewing contracts with supplier, contractors or others' performing work on behalf of the Corporation, take notes of any conditions requesting a 'waiver of subrogation'. If these clauses are included in a contract, the Corporation is barred from seeking recovery for damages incurred during the course of the work.

#### **7.4 Liability Claims Reporting**

Most claims reported are bodily injury or property damage related. The information usually required is described in the accident report form.

- If there are any injuries basic first-aid should applied, according to the skill level of the employee involved, until trained personnel arrive.

- In serious circumstances (ex. Fatalities or serious injury) use the emergency telephone numbers to request the presence of a Management staff Member, or an insurance adjuster.
- *Only* Property Manager, designated Board Members and the insurance adjusters are authorized to negotiate settlements, or reimbursement, with third parties.
- **No matter what** the circumstances, **do not admit** fault for an accident or tell the other party to obtain estimates and submit them to Pathway.

#### **7.4.1 Errors and Omissions / Professional Liability**

There is not specific reporting form for this type of claim, but the following information is required:

- Name and address of complainant
- Name and address of insured(s)
- Date of complaint, including any letters received from the complainant
- Brief description of the circumstances involved, including any background information
- A copy of any suit (Statement of Claim) papers that were served, along with the date and time of service

#### **7.4.2 Miscellaneous Claims**

There is no specific reporting form for libel, slander or wrongful arrest claims, however at least the following information is required:

- Name and address of complainant
- Name and address of insured(s)
- Brief description of the circumstances involved
- A copy of the suit (Statement of Claim) papers that were served, along with the date and time of service

#### **7.6 Property Claims Reporting**

Property insurance policies reimburse insured for the cost of loss or damage to property. When reporting a property claim, the following information is needed:

- A list of all direct costs related to the incident (labour and material for repair, replacement)
- A schedule of increased costs due to inability to use the damaged property (overtime, etc.)
- A statement from any personnel present when the loss started or was discovered

In serious circumstances use the emergency telephone numbers to request the presence of a Management staff Member, designated Board Member or an insurance adjuster.

## 7.7 Theft of Corporate Assets

Theft of corporate property can arise in many different ways. Assets are real and personal property, including money, owned by the entity or held in trust for another party. Theft includes robbery of an employee or person authorized to handle money or other property, burglary through break-in to a corporate facility or internally through misappropriation of property or money by an employee. The blanket insurance policy covers theft, robbery, burglary and fraud.

Occurrences can be divided into two basic categories. The first is those that occur because of activities of 'outsiders' (i.e. employees and volunteers). The second is those that involve employees or other persons authorized by the Corporation to handle money or property that has 'disappeared'.

### **Outside Occurrences:**

- a) The Police should be immediately contacted when the damage and/or loss are criminal in nature and substantial. The first person on the scene should do what is necessary to make the site reasonable secure, while at the same time preserving evidence for inspection for the Police.
- b) Also notify the following:
  - Supervisor or designated Board Member immediately
  - Maintenance staff or contractor where building or equipment requires emergency repairs
- c) The Supervisor will verify the written report to ensure it is complete and that the loss of has been documented and reported to other appropriate persons. Risk Management requires the following information:
  - Name and address of complainant
  - Name and address of insured(s)
  - Date of incident, including time and names of other parties informed and Police incident number
  - Estimate of the cost of damage plus the amount of stolen – and itemized list of stolen property will be required by both Management and Police

### **Employee Theft:**

**It is important that confidentiality be maintained until a theft potentially involving employees is verified and charges laid! Every employee must be considered innocent until proven guilty!**

1. In the event that suspicions arise that money or property of the Corporation is or has been taken by an employee the Property Manager and/or designated Board Member must be notified immediately.

2. All reports of employee involvement in criminal activity of this nature will be investigated thoroughly.
3. Decisions on notifying Police or other authorities will be made by the Property Manager and/or designated Board Member.

### **Criminal Prosecution or Civil Action:**

To sustain a criminal prosecution, sufficient evidence is needed to obtain a conviction by proving the theft “beyond a reasonable doubt”. Whether or not criminal prosecution proceeds, the insurer has a legal right to pursue recovery for any amounts paid for claims against the guilty person(s). The entity whose is a victim of the theft may also pursue recovery from the guilty person where the amount is less than the insurance policy deductible.

## **7.8 Surety Bond Claims**

Surety bonds reimburse corporation for the additional cost resulting from a default of a Principal under a contract or agreement. Where work is being performed by outside contractors and requires a posting of surety bond, City Park Co-operative Apartments Inc. is the Obligee under the bond. The Principal is the contractor, developer etc. The Surety and the Principal jointly become financially responsible for ensuring completion of the work as described under contract.

It is important to note that **bonds are not like letters of credit** – they do not simply pay upon receipt of a notice of default from an Obligee. There are a number of steps which are necessary while the Surety investigates the claim to determine if they are obligated to make payment.

There is no specific reporting form for surety bond claims. When reporting the need to draw on a surety bond, the following information is required:

- A signed, sealed copy of the contract or agreement
- Copy of notice(s) of default to the contractor (these notices would include a list of deficiencies under the contract).
- Copy of any inspection report(s) completed by or on behalf of Pathway
- A description of the work to be completed
- Estimates of the cost to complete, if available
- A full copy of the signed, sealed bond

This information is necessary to speed handling of the claim. It is essential to fully document the steps led to noting the contractor in default and what procedures were taken to try to complete the project before notifying the Surety of the default.

## **7.9 Environmental Claims Reporting**

There is no specific reporting form for environmental damage or impairments claims; however, at least the following information is required:

- Name and address of complainant (where applicable)
- Type of containment involved
- Name and phone number of employee(s) involved who can provide more information
- Location of damage / contamination
- Date of occurrence or discovery
- Brief description of the circumstances involved, type and extend of damage



- Actions take prior to reporting to limit the extent of damage

NOTE: It is essential that **upon becoming aware of a claim or the real potential of a claim** that proper persons be contacted.

**No matter what** the circumstances, **do not admit fault** for any accident or tell the other party to obtain estimates and submit them to City Park Co-operative Apartments Inc.

## 7.10 Media Relations in Claims Situations

Positive relationships with the community and media are crucial to a publicly funded entity. Some incident, particularly life-threatening emergencies, generate media interest. It is important to understand that the media are not the enemy; in fact, the media are a key partner with the owners in delivering information to the public.

A journalist's job is to gather information and package it for presentation – usually with a tight deadline. In a crisis, Members of the media will be persistent in seeking information. Failure to provide accurate information quickly, openly and honestly, will lead journalists to look for other sources that may not be as credible. This creates the potential for inaccurate or misleading information being published or broadcast.

The following guidelines are intended to help to deal with handling a variety of media situations, both before, during and after an incident takes place. By being both pro-active, and cautiously reactive, you can avoid some of the problems that can arise from the ineffective release of information.

### 7.10.1 Emergency Media Relations Guidelines

#### **Immediately after an incident/emergency occurs:**

- Inform the appropriate person what has happened, and how employees have responded so far
- Depending on the severity of the incident, gather required information
- Board shall determine who will be the official media spokesperson(s)
- Once prepared with a plan of what information you're ready to release, determine whether media representatives should be voluntarily contacted (as opposed to waiting for them to find you, if they haven't already). If so, who should contact them, and when.

#### **If the media call BEFORE above is accomplished:**

Take notes of what the reporter knows of the incident, get their name, the name of media outlet and that they represent, and the assure him/her that their questions will be answered as soon as you have more information. If you have any doubts about what you can/can't say promise them that their call will be returned – then set a time for the return call.

## **After gathering all the facts, BUT before calling the media:**

Work with the Board to:

1. Clear all statements with the appropriate authorities
2. Prepare a written statement/news release for media release – which can then be faxed out, with follow up calls, if appropriate.
3. Arrange a news conference, if needed, and prepare interviewees on expected questions.

## **Once the media have been contacted:**

- Never speak “Off the record”, or provide any information that you are not absolutely certain is factual and accurate.
- Instruct the staff on how to handle official and non-emergency calls from the public, employees and their families, media representatives and others – and how to receive them when and if they arrive at your office, or on the scene.
- Clear any visit by media representatives to the emergency with appropriate person(s)
- Consider policy that governs release of information, particularly the identity of people involved. The Freedom of Information and Protection of Privacy Act contains restrictions on what can and cannot be released. As a general rule, information on the organization’s clients *should never* be released without their consent.
- Before being interviewed by the media: Prepare two or three main messages you want to convey – and stick to them. If you don’t know the answer to a question, say so – and offer to find the answer and get back to the reporter.
- Keep your messages short and simple. Realize that even casual comments could be included in the story.
- Keep control of your emotions. Avoid your response becoming more important than the facts of the situation.

## **After being interviewed by the media:**

Monitor new coverage so that significant inaccuracies can be corrected.

**Note:** Incident investigations should only be conducted by the Property Manager or designated Board Member(s).

### **8.1 Insurance Certificates**

Requests for insurance certificates are generally in accordance with the terms and provisions of contracts between City Park Co-operative Apartments Inc. and contractor, which supplies goods and services.

Evidence of financial stability (via insurance) is important. The minimum limit required for general liability and automotive policies is \$2,000,000 each.

## CONTRACTS

### 9.1 Introduction

Almost every contract entered into has risk implications, either indemnity or insurance provisions. City Park Co-operative Apartments Inc. seeks to limit its own liability exposure in situations where outside entities utilize its facilities and functions or where contractors are engaged to provide services or products.

A *hold harmless* agreement is a promise that the contractor will not hold City Park Co-operative Apartments Inc. responsible if there is a claim from a person for injury or damage to their property. An *indemnity* agreement says that the contractor will *reimburse any costs* City Park Co-operative Apartments Inc. incurs because of their error. The insurance policy is a contract that promises payment if certain conditions occur.

### 9.2 Workplace Safety and Insurance Board Coverage

For City Park Co-operative Apartments Inc. employees this coverage is managed by the Property Manager and/or designated Board Member.

When work is contracted out, the successful bidder is usually required to provide a Certificate of Good Standing from the Workplace Safety and Insurance Board (WSIB) indicating their WSIB firm number and account number along with a WSIB Clearance Certificate indicating that their WSIB account is in good standing. These forms should be furnished prior to commencement of work. The successful bidder also must agree to maintain their WSIB account in good standing throughout the contract period.

#### **The Following Policies and Procedures form part of the Risk Management Policy:**

1. Areas of Attention (Risk Management)
2. Fraud Policy
3. Purchasing Policy
4. Insurance Policy
5. Group Insurance Policy

#### **Amendments**

The Board of Directors may adopt changes from time to time as may be required to ensure compliance with related Regulations and/or the Directives of the Service Manager, or Government Requirements. The Board shall report all such changes, in writing, to the Members at the next General Meeting.

The Organizational By-law, By-law #2, Schedule "H" Risk Management Policy was reviewed and Approved by the Board of Directors, June 26<sup>th</sup>, 2001

Approved by the Members at the AGM September 15, 2007

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Arnold Wilbraham, President

September 25, 2007