



November 10, 2022

Dear Owners,

The Board has determined that a virtual AGM is the best way to meet requirements per the Condominium Act, given the convenience of this platform that has led to increased ownership participation.

The Annual General Meeting of owners will be held **VIRTUALLY via GET QUORUM** on November 28, 2023 using Zoom, a secure virtual online platform. **Registration will commence at 6:45 p.m. The meeting will be called to order at 7:00 p.m.**

Get Quorum will oversee the virtual registration and proxy voting. We ask that you please respond and follow the instructions provided as soon as possible. This will allow the Board and Management to ensure a timely AGM is held with sufficient participation from Owners.

You will need to join the meeting via the Zoom app to be able to fully participate in motions, Q&A, voting etc.

If you call into the meeting (through your phone and NOT via the Zoom app), you will not have access to Zoom features and any live ballots. Please ensure that you submit a proxy in advance if you plan to dial in.

Please find enclosed a complete package for the meeting. Please read this material prior to the meeting to make our discussion more productive.

The Annual General Meeting is an extremely important opportunity for owners to fulfill their responsibilities under the Condominium Act and to discuss matters of general interest relating to the operation of the condominium corporation.

As the meeting is to elect three directors, the notice must request those individuals interested in being candidates to notify the board in writing of their names, addresses and intention to be candidates. The positions in question are as follows:

1 position for the owner occupied vote – 2-year term expiring 2023 - currently occupied by Catherine Zongora

1 position – 2-year term expiring 2023 - currently occupied by Daniel Major

1 position – 2-year term expiring 2023 - currently occupied by Michelle Joos

We wish to thank Catherine, Daniel and Michelle for their important work over the last 2 years. We are pleased to advise that they have all graciously agreed to re-submit their names for candidacy.

Notice of intent to submit name for candidacy and disclosure forms can be returned via email to mbrown@condogroup.ca or support@getquorum.com or by fax to 613-237-3533 or mailed to: **OCSCC 815** c/o CMG, 434 Queen Street, Ottawa Ontario, K1R 7V7

Important Note: Attendance, either “virtually - in person” or by proxy, is even more important at this meeting as the approval of an INSURANCE DEDUCTIBLE BYLAW & STANDARD UNIT BYLAW ARE on the agenda once again this year. THESE ARE IMPORTANT BYLAWS TO PROTECT OWNERS FROM ADDED EXPENSES RELATED TO OTHER UNIT OWNERS’ NEGLIGENCE AND TO ENSURE THE CORPORATION IS ABLE TO MAINTAIN INSURANCE.

The Board has investigated this matter at length and considers these by-laws to be critical to ensure that the corporation can continue to obtain insurance coverage, and to mitigate costs incurred by the owners, for insurance premiums and damages related to insured events such as water damage.

Quorum for attendance requires 25% of owners (26), and approval of the bylaw requires a majority of units (53).

Should you have any questions, please do not hesitate to contact me at (613-237-9519 ext. 300) or via email: mbrown@condogroup.ca.

Regards,
Melody Brown
Property Manager
Condominium Management Group
Encls/

**Ottawa Carleton Standard Condominium Corporation No. 815
2022-2023 Annual General Meeting of Owners
(The 'Corporation')**

Notice of Annual General Meeting of Owners

The Corporation's Annual General Meeting of the Owners will be held as follows:

Date: November 28, 2023

Time: Registration 6:45 p.m. Meeting to commence at 7:00 p.m.

Place: **VIRTUALLY HOSTED VIA GET QUORUM**

The business to be transacted at the meeting is set out in the attached agenda for the meeting.

Attached are the following documents:

1. Minutes of November 28, 2022, Annual General Meeting
2. Audited Financial Statements for the year ended June 30, 2023 (currently in draft format and will be sent to owners separately)
3. President's Report
4. Operations Report
5. Notes respecting any known candidates for election & completion of proxy
6. Disclosure by Candidate for Election Form
7. Qualification/ Disclosure Obligations Information
8. Proposed Bylaw No. 7 (Standard Unit ByLaw)
9. Explanatory Notice of Proposed Bylaw No. 7 (Standard Unit ByLaw)
10. Proposed Bylaw No. 8 (Insurance deductibles)
11. Explanatory Notice of Proposed Bylaw No. 8
12. Insurance Certificate
13. Prescribed Notice of Meeting
14. Proxy **(Must complete and return)**

BY ORDER OF THE BOARD OF DIRECTORS

Ottawa-Carleton Standard Condominium Corporation No. 815

Annual General Meeting

TUESDAY, NOVEMBER 28, 2023 AT 7:00 P.M.

(Registration as of 6:45 P.M.)

VIRTUALLY

AGENDA

1. Call to Order
2. Proof of Notice of Annual General Meeting
3. Confirmation of Quorum
4. Introduction of Panelists (Head Table)
5. Approval of Minutes of the Annual General Meeting of Nov. 28, 2022
6. Auditor's Financial Report for Year ending June 30, 2023
7. Appointment of Auditor
8. President Report
9. Owners will vote to elect three (3) director positions:
Two (2) positions for a term of two (2) years expiring in 2025
One (1) position for the owner-occupied vote for a term of two (2) years expiring 2025
10. Results of the Election
11. Introduction and Vote – Proposed Bylaw No. 7 (Standard Unit By-Law)
12. Introduction and Vote – Proposed Bylaw No. 8 (Insurance Deductibles Bylaw)
13. Questions from the floor
14. Adjournment of Meeting

**OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815
MINUTES OF THE ANNUAL GENERAL MEETING
MONDAY, NOVEMBER 28, 2022 STARTING AT 7:00 P.M.
ZOOM WEBINAR VIRTUAL MEETING**

PRESENT:	Catherine Zongora	President
	Brendan Insley	Vice-President
	Taft Henley	Treasurer
	Daniel Major	Director
	Michelle Joos	Director
	Christy Allen	Legal Counsel, Davidson Houle Allen
	Alex Mitrovic	Auditor, Welch LLP
	Melody Brown	Property Manager, Condominium Management
Group	Gerry Bourdeau	Property Manager, Condominium Management
Group	April	Host/Administrator, Get Quorum
	Leslie Mitchell	Recording Secretary

1) CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Christy Allen, who served as Chairperson of the proceedings.

The Chair confirmed, if required, the team from Get Quorum would serve as Scrutineers to verify ballots/electronic voting for the virtual platform.

The Host reviewed the technical aspects for the virtual meeting that were shown on screen during the registration of owners. The Host confirmed she would be present throughout the meeting to provide technical support to owners that included 1) explanation of meeting procedures, including how attendees would participate in the meeting; 2) explanation of voting procedures; and 3) electronic troubleshooting and attendance troubleshooting.

2) PROOF OF NOTICE OF ANNUAL GENERAL MEETING

The Chairperson certified that the official Notice of the Annual General Meeting was sent to all owners at the address of service in accordance with requirements of the *Condominium Act*. Preliminary Notice was provided 35 days in advance.

3) CONFIRMATION OF QUORUM

The Host confirmed quorum was met with a total of 61 units represented in person (39) and by proxy (22).

4) INTRODUCTION OF PANELISTS (HEAD TABLE)

The Chairperson introduced the Board of Directors, the Auditor, the Property Managers, the representative from Get Quorum and the Recording Secretary.

5) APPROVAL OF MINUTES OF THE ANNUAL GENERAL MEETING OF NOVEMBER 30, 2021

Minutes of the last Annual General Meeting were distributed with the Notice of Meeting. No errors or omissions were put forward.

It was **Moved** by C. Zongora (1502) and **Seconded** by R. Hahn (1208) to dispense with the reading of the minutes of the Annual General Meeting held on November 30, 2021 and to accept the minutes as presented. **Motion Carried**

6) AUDITOR'S FINANCIAL REPORT FOR YEAR ENDING JUNE 30, 2022

(a) Presentation of Financial Statements

The Audited Financial Statements (Statement of Financial Position, Statement of Operating Fund, Statement of Reserve Fund, Statement of Cash Flows, and Notes to Financial Statements) were distributed with the Notice of Meeting.

The Audited Financial Statements (for OCSCC 815) prepared in detail by Welch LLP for the fiscal year ended June 30, 2022 were presented by Alex Mitrovic. The Independent Auditor's Report provided a clean audit opinion.

(b) Questions arising from the Auditor's report

P. Bruce (1403) requested the rate of return for interest earned on the savings account. The Auditor answered 'Notes to the Financial Statements' item 6) provided a list of reserve fund investments which contained details to include the maturity dates, the list of GICs and annual interest rates for each of the investments. M. Brown advised she could provide further details of the earnings following the meeting. The Treasurer further advised that no long-term investments were held due to the low interest rate offer by financial institutions and returns were deemed to be negligible.

E. Clein (1201) asked for details of the line item 'general' listed under the repairs and maintenance contained in the statement of operating fund. The Auditor reported he could not provide the specific details for repairs at the meeting, however, details of work, which covered a variety of categories, and reported in the operations report, could be discussed later in the meeting as part of the general discussion. M. Brown confirmed she could provide further details of the general repairs following the meeting (actual \$195,019 vs budget \$187,972).

D. Kennedy (1607) requested details of the expense described as 'bad debt' contained in the statement of operating fund (actual \$10,597). The Auditor reported the expense was incurred in 2018 and was a result of an receivables owing from a unit related to an insurance claim. The Board deemed the amount to be uncollectable and requested the charge be written off as bad debt. M. Brown added the details were provided to her by the Board, but specific information related to units could not be disclosed to owners, as confirmed by legal counsel at the meeting.

F. Baudouin (1604) asked for further details of the expense 'water damages' contained in the statement of reserve fund (actual \$82,206).

The Auditor confirmed the reserve expense was related to the cost of repairs for damages caused by water escape. M. Brown added the expense was related to the repair of damages caused by a leak from the mechanical room to the penthouse units. A large part of the costs was related to the remediation of mould. Repairs were reported to be on-going and further information would be contained in the operations report contained in the meeting package. The Property Manager advised the repairs were not covered by insurance and the Corporation paid for the expense from reserve.

With no further questions from owners, the Auditor was thanked for his presentation and excused from the meeting at 7:34 p.m.

7) APPOINTMENT OF AUDITOR

The Condominium Act requires that owners appoint an auditor at each Annual General Meeting. Owners were asked to re-appoint the firm, as set out in the Notice of Meeting. No alternative proposals were received from the floor or included with the Notice of Meeting. There were no questions or comments with respect to the appointment.

It was **Moved** by R. Hahn (1208) and **Seconded** by P. Bruce (1403) that owners re-appoint the firm Welch LLP to serve as Auditors for the fiscal year ending June 30, 2023, with remuneration to be set by the Board of Directors. **Motion Carried**

8) PRESIDENT'S REPORT

A copy of the President's Report was distributed with the Notice of Meeting.

C. Zongora provided brief remarks in addition to her written report.

Thanked owners for their participation at the AGM and their continued interest in matters of the Corporation.

Thanked and recognized Building Staff for their services (Peter, Frank and Doug).

Thanked the Property Managers for their professional guidance.

Thanked out-going Board members for their contributions (Taft Henley and Brendan Insley), the remaining Board members for their continued input and efforts, as well as, the nominees who stepped forward to serve the condominium community.

Welcomed continued owner feedback to guide the Board in the direction and supervision of the affairs of the Corporation.

Recognized Christy Allen as Chairperson of the meeting.

The Chairperson requested that owners hold over discussion arising from the report to general discussion (agenda item 13).

9) OWNERS WILL VOTE TO ELECT TWO (2) DIRECTOR POSITIONS – TWO (2) POSITIONS FOR A TERM OF TWO (2) YEARS EXPIRING IN 2024

The Chairperson confirmed two director positions were the subject of the election, each for a term of two years. Brendan Insley and Taft Henley's positions had expired and neither had submitted their name to stand as candidates.

Candidates (AGM Notice)

Peter Camp (601) and Luc Lapointe (1708) had each notified the Corporation of his intent to stand as a candidate for election prior to filing Notice of Meeting.

Nominations from Floor

The Chairperson called for nominations from the floor. No further nominations were received.

It was **Moved** by L. Lapointe (1708) and **Seconded** by B. Kawasaki (1803) that the nominations be closed. **Motion Carried**

Each candidate was invited to introduce themselves.

Disclosure from Candidates

The Chairperson advised that pursuant to Section 29 of the Condominium Act, candidates were required to complete and sign the disclosure obligations circulated with the Notice of Meeting.

The Chairperson confirmed the disclosures were received by the Corporation, but had not been circulated with the Notice of Meeting. Both candidates had nothing to disclose.

Appointment of Scrutineers

Not required.

10) RESULTS OF THE ELECTION

Vote

Peter Camp (601) and Luc Lapointe (1708) were acclaimed to the Board of Directors, each for two-year terms expiring in 2024.

It was **Moved** by A. Cule (1106) and **Seconded** by L. Lapointe (1708) that the candidates be acclaimed as directors, each for a two-year term. **Motion Carried**

11) MOTION TO DESTROY ALL BALLOTS (IF REQUIRED)

The Chairperson advised the Condominium Act governs the retention and destruction of ballots; therefore, no motion was required from owners.

12) INTRODUCTION & VOTE – PROPOSED BYLAW NO. 8 (INSURANCE DEDUCTIBLES

BYLAW)

A copy of proposed Bylaw No. 8 and an explanation note that pertained to insurance deductibles bylaw, as prepared by Davidson Houle Allen LLP, were included with the Notice of Meeting.

C. Allen provided introductory remarks and explained the purpose of By-Law No. 8 regarding insurance deductibles. The Bylaw was presented to owners at a previous Annual General Meeting, but had failed to receive sufficient support to pass the bylaw to date.

E. Clein (1201) requested further definition of the wording ‘accident’.

The Chairperson provided examples such as sink overflow, toilet seal failure; where negligence cannot be assigned or proven. The bylaw provides clarity for circumstance when owners would be responsible for costs.

E. Clein (1201) asked if the Corporation required owners to carry insurance coverage. The Chairperson reported individual unit owners are responsible to arrange insurance coverage for their personal possessions and for the Corporation’s deductibles. Owners without insurance are liable for costs. If the By-Law were to pass, owners should provide a copy of the By-Law to their unit insurer to confirm that they have coverage for the Corporation’s deductibles.

Vote Results: 32 votes received in favour
17 abstained
3 votes received against the bylaw

The Chairperson advised the Board would continue to collect proxies until sufficient votes were received in favour to pass the bylaw or cast against to defeat the bylaw.

It was **Moved** by C. Zongora (1502) and **Seconded** by A. Cule (1106) to adjourn the vote for the insurance deductibles bylaw to a later meeting date to be reconvened by the Board of Directors.

Motion Carried

13) QUESTIONS FROM THE FLOOR

Owners were provided with an opportunity to raise topics relative to general matters of the Corporation. Owner with unit specific issues/questions were directed to contact the Property Manager following the meeting.

Discussion ensued concerning the status of the outstanding litigation related to the building deficiencies, between the parties – the Corporation and the Developer/Builder and third-party trades. C. Zongora reported the Corporation’s legal counsel has been gathering discovery documents in preparation of the claim to recover costs for damages related to the building envelope. The Covid-19 pandemic delayed progress, but the case remains active.

C. Zongora provided an update on the claim by a board member against the Corporation and named directors. The claim was recently withdrawn and reference to the claim would be removed from the Status Certificate once the official paper work is received and signed off. Official notice would be provided to owners at that time.

The Chairperson reported an application was recently started against the Corporation concerning water damages at the penthouse level, referred to earlier in the meeting. The potential liability to the Corporation was reported to be \$50k.

The Chairperson noted comments related to the insurance deductibles bylaw. She reported that not all owners might carry insurance coverage and those owners would not be able to submit a claim through insurance. Should the bylaw pass, owners without insurance could be subject to liability of the Corporation’s deductible.

Discussion ensued concerning radon testing, as reported in the operation’s report. M. Brown confirmed the radon testing was conducted over a period of days; further details would be provided to the unit owner who had contacted her earlier in the week by email.

Discussion ensued concerning the schedule and performance of cleaning at the building. M. Brown acknowledge communication from the same owner and reported she would respond to her email shortly. The schedule of cleaning is under review as the common areas begin to reopen (following Covid-19 restrictions). The Property Manager reported that common areas that require attention daily will continue to receive daily attention.

The Property Manager noted the report of strong odours from the garbage rooms. The odour reportedly originates from the commercial unit's ventilation system and temperatures in the garbage area. The Property Manager confirmed she is in communication with the commercial unit and steps are being taken to resolve the matter.

G. Bourdeau provided an update on the hot-water cross-over issue. Contractors were invited to bids on the specifications to address the problem. A schedule/timeline would be provided once a contractor has been selected and availability of the contractor is confirmed for the project.

The Chairperson acknowledged a favourable comment received concerning new procedures for visitor parking.

M. Brown expressed her appreciation to the Board members and acknowledged their ability to work together and to provide concise direction to management. Management also recognized the outgoing Board members for their dedication. Guest panelist were also recognized in their ability to perform their duties. G. Bourdeau recognized the services provided by the building Superintendent.

Owners recognized the long-standing service provided by Catherine Zongora to serve as President on the Board of Directors.

With no further discussion, owners were asked to adjourn the meeting.

14) ADJOURNMENT OF MEETING

It was **Moved** by R. Hahn (1208) and **Seconded** by B. Kawasaki (1803) to adjourn the meeting at 8:21 p.m. **Motion Carried**

President's Message – AGM November 28, 2023

It's hard to believe that another year has flown by. This year, we have benefitted greatly from our competent and efficient Management team, including Property Management and your Board of Directors. Our Property Manager, Melody Brown, and our special projects expert, Gerry Bourdeau, both of CMG, have been an invaluable help to the Board in its day-to-day functioning.

Our operational accomplishments this past year encompass repairs and improvements in many areas. These include progress in ongoing administration, security, repairs and maintenance (including an extensive regular maintenance schedule), and, most notably, making great strides towards permanently fixing our water crossover issues. A particular focus has been on strengthening our regulatory framework, including the Standard Unit and Insurance Deductible Bylaws, unit modification protocols, and proactive maintenance inspections. As well, much effort has gone into working more cohesively with the Commercial unit.

Next year, our work plan includes moving forward with the many ambitious items on our action items list, such as, among other things: finishing the crossover project and bringing it to a satisfactory conclusion for all residents; carrying out the LED retrofit; completing the acquisition and installation of missing Davit arms, leading to repairs on the building's exterior; and accommodating Electric Vehicle (EV) charging for our residents.

As you will see in the Audit, which is included in this AGM package, our finances are in good condition. For this, as well as the efficient management and oversight of the business of the Corporation, I thank the Property Manager, the Treasurer, and Board members for their thoroughness, attention to detail, dedication, diligent planning and trustworthy decision making.

Rising costs and supply issues, as well as contractor availability, have been major challenges. Thanks to Melody, Gerry, and each and every Board member, we have managed our way through these issues with patience and much discussion. For this I thank all members of our Management team, and all of our competent and hard working staff, namely, Frank, Peter and Douglas. Together, we are dedicated to the comfort and safety of all residents, staff and visitors, and the general betterment of life at 90 George.

Last but not least, I thank residents and owners for their cooperation, participation, comments and suggestions over the past year, and encourage ongoing feedback. Resident comfort and safety is paramount; nothing is more important to the Board and Property Management.

Looking forward to the upcoming year, with all of its challenges and accomplishments yet to come.

Sincerely,

Catherine Zongora
President OCSCC 815

Operations Report – Fall 2023

This serves to keep you apprised of what has been happening with 90George operations between last Fiscal year 2022-2023 and what you can expect over the next year 2024. The daily operations are running smoothly; despite, continued challenges presented by the Corporation's partnership with the Commercial Entity. Several issues related to turnover have continued to be the main priority during the second year of management, but a great deal of progress has been made on some of the major projects and we are gradually getting on target and continue preparation for future reserve fund projects. In the meantime, we continue to address the maintenance and operations issues that have unexpectedly developed. We have summarized the main issues for your review:

The Year in Review and Daily Operations

First and foremost, the Board and Management wish to thank Frank Orleck, Peter Dansereau and Douglas Assumaning for their tireless efforts to keep the building running smoothly and efficiently. They continuously perform above and beyond the call of duty. They have been especially diligent in their handling of many emergency water leaks over the course of the last year.

Management wishes to thank the Board of Directors for its own tireless efforts. Its work can often be thankless and it has been a pleasure to work with this group professionals, whose skillset brings much to the table, and who continue to support the management team.

Some of the highlights of the past year include:

1. **Plumbing Crossover – Plumbing Water Crossover:** Water crossover occurs when the valve stops fail within the thermostatic "Rubinet" shower faucet, causing hot water to come out of the tap (also affecting other units down the line) even when cold water is selected. The project to correct this is underway and is slated to be completed by early next year. As previously disclosed to ownership, Bassi Construction is the winning bidder for this project. Presently, Bassi Construction has engaged in meticulous planning in each affected unit to reduce the amount of inconvenience for all owners. Bassi's next step will be to remove drywall in the hallways to access the mechanical elements in the wall. The shower fixtures and valves are on order. Owners can expect more communication on this file as it progresses, including notification of water-shutoffs, required entry into individual units, and anything that might affect ownership in general or cause a nuisance.
2. **Building envelope deficiencies** –The Corporation continues its efforts in the

ongoing litigation case to recover costs from the developer, builder and trades involved. Examinations for discovery have been completed and all parties are now in the process of answering their undertakings. This matter, unless it settles unexpectedly, will not likely be resolved for a few more years as the court system is quite backed-up.

3. **Management of a major water leak from a mechanical room on the 20th floor into the common element space below** – As reported last year, this resulted in the development of mold growth and the corporation has arranged for mold remediation by a qualified contractor, under the supervision of an environmental consultant, and made the necessary arrangements to have the water leak addressed within the mechanical room. Bassi Construction will be performing repairs in a unit that was affected by the mold. These repairs will affect ownership very minimally, except for the inconvenience of workers coming and going from the building and, also, potential disturbance from alarm testing (to ensure the fire safety systems in the unit are working) if it cannot be isolated.
4. **Roofing Davit Arm Bases** – As noted last year, during an attempt to replace a section of the building envelope, it was discovered that the building does not have As-Built Drawings and is missing some of its Davit Arm Bases. These are essential to perform necessary repairs to the building envelope and management continues to work with the building's engineering consultant on replacing its failed davit-arm system as affordably as possible. The corporation has not ruled out the possibility of starting another construction defect claim .
5. **Transition to a new team of Security Personnel** – Following a detailed security audit/review last year, the Security Guard contract was tendered and then awarded to iGuard, with a commencement date of November 21st of 2022. The Management Team has worked with iGuard to ensure every agent provides the standard of service to which 90 George is accustomed. A particular thank you to Frank Orleck, who has played a key role in helping to develop updated post orders and training/ supervising the personnel. Once we are able to coordinate negotiations with the commercial unit, the Corporation is hopeful that a more in-depth evaluation of the security equipment on site is planned for later in 2023-2024.
6. **Review of Parking Assignment and Common Fee Allocation** – As owners

are aware, during the course of transition from one management firm to another, it was determined that there are some discrepancies in the parking allocation of common fees, due to the ambiguous assignment of parking spots in the Declaration. The Corporation believes only a select few units are affected and undertook to determine how long the fees have been incorrect and determine a solution to rectify the matter. In an effort to save the Corporation a great deal of legal expenses, management has undertaken an audit of each parking spot. This has proven to be a labour-intensive task and several units have failed to provide the required documentation to support their claim of ownership for their respective parking spots. Management is launching final efforts to garner this information; after which, any outstanding information will need to be obtained via legal counsel. Once the registration of each outstanding unit is obtained, a final accounting will be available for legal counsel to prescribe a solution.

7. **General Water Losses** - Management of a number of other water losses and an evaluation of methods to best mitigate further damage to the building, including the implementation of mandatory plumbing and mechanical inspections.
8. **Supplementary Management Services** – As noted last year, upon turnover of management, a number of major projects, and issues that are outside the regular scope of management duties, came to light. I.e. Many of the above noted items such as legal claims, major leaks, defects noted with Davit Arms/ roof anchors, lack of “As-built” Drawings, the water crossover plumbing issue, discrepancies with previously collected common fees etc, It became clear that addressing these important urgent issues, was leading to delays in the daily operational matters. In an effort to address these time-consuming issues, a senior property manager with CMG, Gerry Bourdeau, was assigned to these major projects. As these are outside the normal scope of duties, Gerry continues to track his time and reports on a weekly basis to the Board of Directors.
9. **Mechanical Equipment** – In attempting to address the leak into the penthouse units, detailed evaluation of the drainage of this equipment was executed. In an effort to prevent similar pipe erosion in the future, the corporation added neutralizers to the domestic water boilers. The corporation also upgraded the neutralizers on the make-up-air boilers which heat hallway air. Six new flue sensors were also added to the boilers

(for in-unit heating), along with inspection to confirm they were sealed properly.

- 10. Major Repairs and Review of the Mechanical Maintenance Contract for the Corporation Boilers/ Mechanical System**– The Maintenance contract was tendered and a number of repairs have been commissioned.

Major repairs to various components of the system were also tendered and will be reviewed and awarded in the coming weeks.

- 11. Common Corridor Carpet Replacement** –Carpet installation was completed with positive feedback from residents. Some minor touch-ups are currently slated for later this year.

- 12. Review of Hydro Electricity Usage** – Pursuant to a discussion at the previous Annual General Meeting, the Board investigated the report of hydro increases of 25-percent year over year.

Analysis of the use of hydro highlighted that the usage had not increased and examination of electrical billing for the same period showed no evidence of fraud. It was concluded that the hydro and water charges were likely included or inverted with the hydro expense. The Board is ensuring that going forward, the utilities will be monitored for abnormalities.

The matter was also referred to the auditor for comment, as to whether further investigation was required and they recommended that since one of the main obligations of the Board is to ensure there are proper controls in place to avoid any issues with invoices, incorrect split of shared costs etc., the Board should continue to ensure there are controls in place that would determine that the split of the invoice is correct between residential and commercial, as well as the split between Hydro, Gas, Water. They considered the matter properly addressed.

- 13. Infrared Inspection of Electrical Components** – As part of the standard maintenance of the building, management coordinated with the Commercial unit to perform a visual inspection and thermographic scanning of switches, panels, disconnects and transformers to identify and repair “hot spots” and potential concerns with the electrical system components .

- 14. LED Retrofit** - The Board and Management, endeavoured to find ways to

minimize energy consumption this year. As such, the Board reviewed proposals for the final phase of LED retrofits. Lightenco was awarded this contract and we are pleased to advise that with their assistance, the Corporation was able to secure an estimated \$17,370 in rebates from the Save on Energy Retrofit Program.

15. **Water & Energy Reporting Benchmarking Program** – Ongoing research into further options for water/energy saving measures in the building; thereby reducing operational costs. Management enrolled the building with the EWRB program and the Better Buildings Ottawa Program and looks forward to investigating further means to reduce water and energy consumption.
16. **PACS** - Following unsuccessful efforts to coordinate installation of the unit, which was purchased at the beginning of Covid, the Corporation has filed a statement of claim against Kevin Sherwood, the sole proprietor of PACS Energy Solutions' in the amount of \$14,099.58 + legal fees.
17. **Flush of Horizontal and vertical stacks** – Management continues to work on this with the commercial team, to mitigate the possibility of back-ups.
18. **Annual projects/maintenance** – Coordination of usual projects such as Fire Alarm Inspections, Window Washing, Garage cleaning etc.
19. **Amenities Protocol** – Reviewed multiple times over the year to address the everchanging needs dictated by the Covid Crisis.
20. **Ongoing Resolution of Various Commercial Issues** – We continue to explore options for getting the commercial owner to address various issues such as cross billing for their administration of the building, forecourt parking, garage cleaning, security, signage, waste management for the restaurant, odour management of the ventilation of the restaurant etc.

We are pleased to advise that after repeated efforts we have successfully negotiated the installation of gates on various entrances connected to the building, the removal of the eyesore digital parking sign with its concrete base from Forecourt, reparation of the damage from improperly glued winter mats, and replacement of their cleaner with an effective, hard-working candidate etc. We have also established contact with the newly assigned manager of the commercial sector and look forward to a better relationship and improved results from our efforts in this regard.

21. **Lien Procedures and Power of sale** The Corporation initiated legal proceedings in 2023 related to the enforcement of a condominium lien for outstanding common expenses. A statement of claim was filed with the Superior Court of Justice to recover all amounts owing under the condominium lien. The Corporation anticipates that all costs incurred will be recoverable from the estate of the owner under the condominium lien, pursuant to section 85 of the Condominium Act, 1998.
22. **Modification Requests** - Review of all unit requests for modifications and implementation of a tracking system of same. A detailed modification rule was drafted by the Corporation's legal counsel to ensure all owners are protected and will soon be circulated to all owners.
23. **Standard Unit By-law** - The Board reviewed the benefits of a "Bare Bones" standard unit definition, in order to shift unit-related insurance obligations from the Corporation to the owners; thereby, making it easier for the Corporation to maintain insurance and provide better control of premiums.
24. **Creation of the Chart of Responsibilities outlining Corporation vs. Unit Responsibilities**– In navigating multiple water leaks, the Board of Directors experienced conflicting opinions on this matter, specifically as it related to the repair of common elements and units after damage. As such, it chose to research the matter with legal counsel to ensure the correct information was communicated to owners. For ease of reference, a chart was created to outline the condominium corporation's and the owners' responsibilities with respect to insurance, as well as repair and maintenance.
25. **Infraction Communications** – Ongoing attempts to Mitigate Smoking in the Building and infractions related to residents throwing items from balconies.
26. **Insurance Appraisal** – Pursuant to the Corporation's Declaration, performed an appraisal to ensure the correct Replacement Value is assigned to the building.
27. **Periodic Information Certificate Updates** – As mandated by the Condominium Act 1998, these were Issued at the end of the 1st and 3rd quarter.
28. **Gym Acoustics & Sound Transfer** – Installed specialized soundproofing tiles to address major sound transfer of noise from the gym into the

neighbouring units and floor below. Re-organized the gym in a more efficient way to better accommodate users and mitigate noise transfer.

29. **Parking Control of Visitors Parking** – Frank was deputized with the City of Ottawa By-law enforcement as a “private property officer” in 2022 to assist in oversight of the forecourt parking. He has continued to work on establishing a smooth protocol for visitor parking and has attempted to train the new iGuard personnel accordingly. Management, spearheaded by Frank, is currently negotiating the deputization of the iGuard security team. A big thank you to Frank and Peter for their continuous efforts at creatively managing this challenge (which is technically under the commercial purview).

30. **Security enhancement** - Addition of steel panels to the stairwell doors at 4th floor to prevent opening the doors using belts or ropes.

31. **Financial/Budget** – Maintained ongoing daily management of the budget and finances.

Communications – Managed communications with owners and owner/resident requests and needs.

32. **Inspection of PRVS as part of regular maintenance and to ensure efficient operation.**

33. **Tendering of work to repair minor damages to elevator cab** - While the damages are relatively minor and aesthetic in nature, it has proven very costly to address this issue. TSSA mandates that this work must be performed by a qualified technician, so the work has been tendered to 4 different elevator companies and thus far, all have recommended full replacement. As this cannot be justified for such minor damage, the Board is still investigating its options.

34. **Repair of the Front Entry System** – Included activation of a new phone line and full reprogramming of system

35. **Population and implementation of the Condo Communities Portal** - Provided by iGuard) for use by Concierge and Security Personnel to provide enhanced security and concierge services.

36. **Ongoing population of the Annual Maintenance and Action List.**

37. **Terrace Garden Maintenance** – Peter Dansereau continues to maintain all aspects of the 4th floor gardening, including pressure cleaning of the terrace deck, increasing the amount of pollinator friendly plants on terrace, raising the soil level of garden and adding new mulch.

38. **Purchase of new lawn chairs on terrace.**

39. **Addition of chairs to pool area.**

40. **Ongoing management of waste removal** – A big thank you to Peter and Douglas for their tireless efforts to resolve issues stemming from inappropriate waste being disposed into the garbage compactor and waste chutes.

41. **Adjustment of product/supply ordering protocol to mitigate costs.**

42. **Covid Protocol** – Again, the team continued to address the complexities of Covid protocol, while balancing the desires of residents and maintaining their safety over the course of the last year. We hope 2023-2024 sees an end to these concerns! Many thanks for your help with this Douglas!

In closing, we continue to work hard to keep the building operating smoothly and to maintain a safe and comfortable living environment for our residents.

Your Board of Directors and Property Management Team

OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

NOTES RESPECTING ELECTION & COMPLETION OF PROXY

Notes: Owners will vote to elect three (3) director positions -

1 position for the owner occupied vote – 2-year term expiring 2023 - currently occupied by Catherine Zongora

1 position – 2-year term expiring 2023 - currently occupied by Daniel Major

1 position – 2-year term expiring 2023 - currently occupied by Michelle Joos

Candidates:

The Condominium Act states that the AGM package must include the following information:

The name and address of each person who has notified the Board in writing, as of the fourth day before the notice is sent, that he or she wishes to be a candidate for election to the Board.

We have received nominations from the following candidate(s):

<u>Catherine Zongora</u> (Name)	<u>1502 – 90 George Street,</u> (Address)
<u>Daniel Major</u> (Name)	<u>1302 – 90 George Street,</u> (Address)
<u>Michelle Joos</u> (Name)	<u>806 – 90 George Street,</u> (Address)
<u>Adam Kiesman</u> (Name)	<u>405 – 90 George Street,</u> (Address)

In addition to the nominations received and listed above, we will also be taking nominations from the floor at the meeting.

If you did not give notice of your candidacy and therefore are not listed above, it does not prevent you from being nominated at the meeting, but it will mean that owners will not have been made aware of your candidacy in advance of the meeting for the purposes of voting by proxy.

Section 4(c) of the Preliminary Meeting Notice

Purpose of this meeting – to elect one or more director

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

Directors and Officers

29(1) of the Condominium Act, 1998

Qualifications

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

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

Ontario Regulations 48/01 under the Condominium Act, 1998

Disclosure obligations

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

1. If the person mentioned in that clause is a party to any legal action to which the corporation is a party, a statement of that fact and a brief general description of the action.
2. If the spouse, child or parent of the person, or the child or parent of the spouse of the person, is a party to any legal action to which the corporation is a party, a statement of that fact, the name of the spouse, child or parent and a brief general description of the action.
3. If an occupier of a unit that the person or the person's spouse owns or that the person occupies with the occupier is a party to any legal action to which the corporation is a party, a statement of that fact, the name of the occupier and a brief general description of the action.

4. If the person has been convicted of an offence under the Act or under the regulations within the preceding 10 years, a statement of that fact and a brief general description of the offence.
 5. Subject to subsection (3), if the person has, directly or indirectly, an interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit, a statement of that fact and a statement of the nature and extent of the interest.
 6. Subject to subsection (3), if the person has, directly or indirectly, an interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit, a statement of that fact and a statement of the nature and extent of the interest.
 7. If the person is an owner in the corporation and if the contributions to the common expenses payable for the person's unit are in arrears for 60 days or more, a statement of that fact.
 8. If the person is not an owner of a unit in the corporation, a statement of that fact.
 9. If the person is not an occupier of a unit in the corporation, a statement of that fact.
 10. All other information that a by-law of the corporation requires the person to disclose. O. Reg. 180/17, s. 6.
- (2) In paragraphs 2 and 3 of subsection (1), "spouse" means,
- (a) a spouse as defined in section 1 of the Family Law Act, or
 - (b) either of two persons who live together in a conjugal relationship outside marriage. O. Reg. 180/17, s. 6.
- (3) Paragraphs 5 and 6 of subsection (1) do not apply to a contract or transaction unless both it and the person's interest in it are material. O. Reg. 180/17, s. 6.
- (4) The statements and information that subsection (1) requires the person to provide shall be current as of the time the person provides them. O. Reg. 180/17, s. 6.
- (5) If the person provides notice to the board as described in subsection 28 (2) of the Act or subclause 11.2 (2) (c) (ii) of this Regulation with respect to a meeting of owners described in subsection (6), the person shall provide the statements and information required by subsection (1) to the board in writing at the time of providing the notice. O. Reg. 180/17, s. 6.
- (6) The meeting of owners mentioned in subsection (5) or (7) is a meeting that is held 40 days or more after the day section 27 of Schedule 1 to the Protecting Condominium Owners Act, 2015 comes into force and for which a notice of meeting has not already been sent before that day. O. Reg. 180/17, s. 6.
- (7) If the person does not provide notice to the board as described in subsection 28 (2) of the Act or subclause 11.2 (2) (c) (ii) of this Regulation but is a candidate in the election of one or more directors at a meeting of owners described in subsection (6), the person shall provide the statements and information required by subsection (1) to the corporation at the meeting. O. Reg. 180/17, s. 6.

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

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

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

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

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

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

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

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

(b) in writing if,

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

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

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

Disclosure by Candidate for Election or Appointment to the Board

(Pursuant to Section 29 of *Condominium Act, 1998* and Section 11.6 of Regulation 48/01)

To: Ottawa Carleton Standard Condominium Corporation No. 815 DATE:

From: _____ (Please print candidate's name)

Please check any box that applies to you, and include details (where indicated):

INVOLVEMENT IN CERTAIN LEGAL ACTION YES (SEE DETAILS BELOW) NO

The candidate, or certain members of the candidate's family, is/are involved in a legal action also involving the condominium corporation.

PLEASE INSERT DETAIL: (Nature of Proceeding, Proceeding Number)

An occupant of the unit is involved in a legal action also involving the condominium corporation (if the unit is owned by the candidate or by the candidate's spouse, or if the unit is also occupied by the candidate).

PLEASE INSERT DETAIL: (Nature of Proceeding, Proceeding Number)

CONVICTED OF AN OFFENCE: YES (SEE DETAILS BELOW) NO

The candidate has been convicted of an offence under the Condominium Act or Regulations in the previous 10 years.

PLEASE INSERT DETAIL: (Date of conviction, Nature of offence)

INTEREST IN CERTAIN CONTRACTS OR TRANSACTIONS: YES (SEE DETAILS BELOW) NO

The candidate has a material interest in a contract or transaction to which the condominium corporation is a party.

PLEASE INSERT DETAIL: (Contract or Transaction, Nature of Interest)

The candidate has a material interest in a contract or transaction to which the declarant or declarant affiliate is a party.

PLEASE INSERT DETAIL: (Contract or Transaction, Nature of Interest)

OWNER 60 DAYS IN ARREARS: YES NO

The candidate is an owner and is 60 days (or more) in arrears in payment of common expenses.

NOT AN OWNER: YES NO

Indicate YES if the candidate is not an owner of a unit in the condominium.

NOT AN OCCUPIER: YES NO

Indicate YES if the candidate is not an occupier of a unit in the condominium.

I certify that I have provided the above information in fulfillment of my disclosure obligations in Section 29 of the *Condominium Act, 1998* and/or Section 11.6 of Regulation 48/01.

Signature of Candidate: X_____

Nomination to 90 George Board of Directors

Catherine Zongora – Re-Election 2023

Dear 90 George Owners:

This year has been a very interesting one, marked with progress as well as operational challenges. Our Board has moved forward on several fronts, including: developing an extensive regular maintenance schedule including proactive inspections; making great strides towards permanently fixing our water crossover issues; and strengthening our regulatory framework,

We have much to accomplish in the coming year, moving forward with the many ambitious items on our action items list. I am committed, with your involvement and support, to continue our work and complete our ongoing projects, with the aim of ensuring a safe, secure and comfortable home for us all.

As a Board member since the incorporation of OCSCC 815 in September 2009, I have achieved the knowledge and experience required to provide continuity, to keep the records which document our progress, to manage efficiently as well as effectively, and to move towards a constantly improving and changing future. I have been a constant and dedicated member of the team that makes up the Board of Directors. I am extremely familiar with and involved in the day-to-day operations of the building, and passionate about making sure our residents and staff have the best possible resources and environment possible.

My professional background as a long-term Director in the Government of Canada has prepared me well for this Board position. My areas of expertise included Information Management, Human Resources Management, Financial Management, Communications and Training.

I am available and prepared to respond to the issues we all face. I am confident that I have made, and will continue to make, a significant and trustworthy contribution to this lovely home we proudly call 90 George. I therefore declare my willingness and consent to stand for re-election to the 90 George Board of Directors.

Catherine

Ottawa Carleton Standard Condominium Corporation No. 815
"90 George"

Disclosure by Candidate for Election or Appointment to the Board

(Pursuant to Section 29 of *Condominium Act, 1998* and Section 11.6 of Regulation 48/01)

To: Ottawa-Carleton Standard Condominium Corporation No. 815

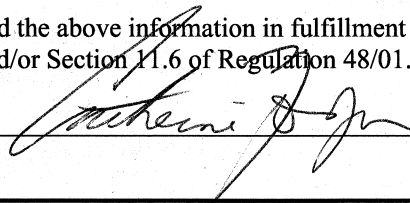
From: CATHERINE ZONGORA (Please print candidate's name).

Please check any box that applies to you, and attach details (where indicated):

INVOLVEMENT IN CERTAIN LEGAL ACTIONS:	YES	NO
The candidate, or certain members of the candidate's family, is/are involved in a legal action also involving the condominium corporation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If yes, please attach details.	
An occupant of the unit is involved in a legal action also involving the condominium corporation (if the unit is owned by the candidate or by the candidate's spouse, or if the unit is also occupied by the candidate).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If yes, please attach details.	
CONVICTED OF AN OFFENCE:	YES	NO
The candidate has been convicted of an offence under the Condominium Act or Regulations in the previous 10 years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If yes, please attach details.	
INTEREST IN CERTAIN CONTRACTS OR TRANSACTIONS:	YES	NO
The candidate has a material interest in a contract or transaction to which the condominium corporation is a party.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If yes, please attach details.	
The candidate has a material interest in a contract or transaction to which the declarant or declarant affiliate is a party.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If yes, please attach details.	
OWNER 60 DAYS IN ARREARS:	YES	NO
The candidate is an owner and is 60 days (or more) in arrears in payment of common expenses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
OWNER:	YES	NO
The candidate is an owner of a unit in the condominium.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OCCUPANT:	YES	NO
The candidate is an occupier of a unit in the condominium.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I certify that I have provided the above information in fulfillment of my disclosure obligations in Section 29 of the *Condominium Act, 1998* and/or Section 11.6 of Regulation 48/01.

Signature of Candidate: X



Condominium Management Group
 434 Queen Street Ottawa ON K1R 7V7
 T: 613.237.9519 • F: 613.237.3533

www.condogroup.ca

mbrown@condogroup.ca



DIRECTORS' CODE OF ETHICS

RE: OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors' Code of Ethics throughout my terms as a Director:

Honesty and Good Faith – I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

Care, Diligence and Skill – I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and Requirements of the Condominium Act and other legislation.

Conflict of Interest – I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the Board. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a By-Law. I will act only in the best interests of the Condominium Corporation as a whole and I will not favour the interests of any individual or group of owners or residents.

Confidentiality – I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

Good Conduct – At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support – I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation – I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation.

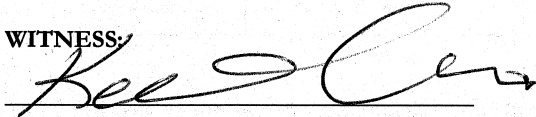
Minimize Conflict – I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first class image for our Corporation, its units, owners and residents.

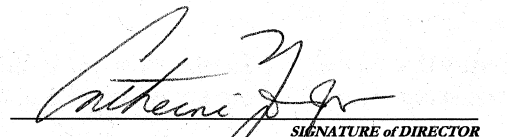
Education - recognizing that governance of a Condominium Corporation involves complex and changing requirements, I will continue to educate myself in this regard.

Agreement – I hereby agree to comply with the provisions set out in this Directors' Code of Ethics.

Dated at this 20 day of OCTOBER, ~~2018~~ 2023

WITNESS:




SIGNATURE of DIRECTOR
CATHERINE ZONGORA 1502
PRINT NAME OF DIRECTOR and UNIT NO.

Fellow owners :

I am submitting my candidacy for a second term as director.

About me: I live at 90 George with my wife and young daughter; I own two units in the building.

I work remotely for a large Silicon Valley company (NVIDIA), where I provide cybersecurity and risk management advice for the company's global operations.



Over the past two years as a general board member and then treasurer, I have worked with fellow board members and property management to reduce operating costs and increase resident quality of life:

- Reduced proposed condo fee increase by streamlining the operating budget
- Invested in solutions to reduce operating costs, such as renegotiating security contracts, LED lighting retrofits and utility cost control.
- Resolved issues with potential 25% year-on-year increasing hydro usage.
- Initiated coordinated restructure of standard unit and insurance bylaws to reduce condominium insurance costs and insurability risks.
- Advocated for increased access to 4th floor amenities (gym, pool, terrace) and amenity improvements to increase resident quality of life.

With your support, I will continue to represent your interests in making 90 George a great place to live while safeguarding the value of our investments in our units.

Yours,

Daniel Major

Candidate Disclosure Form

To: **Ottawa-Carleton Standard Condominium Corporation No. 815, (the "Corporation")**

A. CANDIDATE INFORMATION

Name: Daniel Major

Unit / Address: 1302 - OCSCC 815

I submit this Candidate Disclosure Form in support of my candidacy for election to the Board of Directors of the Corporation. I make the following declarations pursuant to s. 29(1)(f) of the *Condominium Act, 1998*, as amended, subject to any additional disclosure obligations required by the Corporation's by-laws.

B. OWNERSHIP & OCCUPANCY STATUS

1. I am a registered owner of a unit in the Corporation.

Yes No

[If you answered "Yes" to the above]

The contributions to the common expenses payable for my unit(s) are in arrears for 60 days or more.

Yes No

2. I am an occupant of a unit in the Corporation.

Yes No

C. LEGAL PROCEEDINGS

3. I, my spouse, my child, my parent, my spouse's child, my spouse's parent, an occupier of a unit I own, an occupier of a unit my spouse owns, and/or someone with whom I occupy a unit is/are a party to a legal action to which the Corporation is a party.

Yes No

If you answered "Yes" to the above, please provide the name and relationship of the person involved along with a brief general description of the action(s).

N/A

D. CONDOMINIUM ACT CONVICTIONS

4. Within the past 10 years, I have been convicted of an offence under the Condominium Act, 1998, as amended or under the regulations to the Condominium Act, 1998, as amended.

Yes No

If you answered "Yes" to the above, please provide a brief general description of the offence(s).

N/A

E. CONFLICTS OF INTEREST WITH THE CORPORATION

5. I have a material interest, either directly or indirectly, in a material contract or transaction to which the Corporation is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit).

Yes No

If you answered "Yes" to the above, please provide a description of the nature and extent of the interest(s).

N/A

F. CONFLICTS OF INTEREST WITH THE DECLARANT

6. I have a material interest, either directly or indirectly, in a material contract or transaction to which the declarant or an affiliate of the declarant is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit).

Yes No

If you answered "Yes" to the above, please provide a description of the nature and extent of the interest(s).

N/A

THE DECLARATIONS THAT I HAVE MADE ABOVE, AND IN ANY ADDITIONAL PAGES, ARE TRUE AS OF THE DATE I HAVE SUBMITTED THIS FORM. I WILL NOTIFY THE CORPORATION IN WRITING IMMEDIATELY IF ANY OF THE INFORMATION I HAVE PROVIDED ON THIS FORM CHANGES PRIOR TO THE ELECTION.

Submitted At: 8th day of November, 2023 at 01:23 pm EST (Submitted via the GetQuorum Nominations Tool)

Michelle Joos - Re-Election

Dear Owners,

My name is Michelle Joos, I have lived in condos since 2004, served on several condo boards, and I understand and accept the time and dedication it takes to be an effective board member. I am an original purchaser at 90 George, and lived here and was on the board from 2010-2012. I moved away but returned again in 2020 in order to help care for my Mom who also lives here at 90 George and is turning 92 this January, maybe you've seen us out for walks in the lovely Byward Market!

I most recently served on the board from 2021-2023 where I enjoyed working with fellow board members and the property manager, and as well spent time on the selection of the new security company. This involved meeting with the various contenders and also with the Ottawa Police for a CPTED audit.

I graduated with a Bachelor of Arts Honours in Sociology concentration in Criminology and Criminal Justice and I also completed the Police Foundations Program. During my studies I worked as a behaviour counsellor at a home for adults with autism and as a reservist in the 28 Military Police Platoon. I also volunteered with the Ottawa Police, Victim Assistant Services, and the Ottawa Youth Justice Committee, my most rewarding volunteer work, where myself and other volunteers worked with first time young offenders and their parents to help provide the youth with an opportunity to move away from the criminal justice system and towards a more meaningful and productive life. Now I am a proud member of the Parliamentary Protective Service where I have worked for the past 20+ years.

I love 90 George, I believe it's the best address in Ottawa and it would be my honour to serve again as a member of the 90 George Board of Directors.

Michelle

Ottawa Carleton Standard Condominium Corporation No. 815
“90 George”

Disclosure by Candidate for Election or Appointment to the Board

(Pursuant to Section 29 of *Condominium Act, 1998* and Section 11.6 of Regulation 48/01)


To: Ottawa-Carleton Standard Condominium Corporation No. 815

From: Michelle Joos (Please print candidate's name).

Please check any box that applies to you, and attach details (where indicated):

<p><u>INVOLVEMENT IN CERTAIN LEGAL ACTIONS:</u></p> <p>The candidate, or certain members of the candidate's family, is/are involved in a legal action also involving the condominium corporation.</p>	<p>YES <input type="checkbox"/></p> <p>If yes, please attach details.</p>	<p>NO <input checked="" type="checkbox"/></p>
<p>An occupant of the unit is involved in a legal action also involving the condominium corporation (if the unit is owned by the candidate or by the candidate's spouse, or if the unit is also occupied by the candidate).</p>	<p>YES <input type="checkbox"/></p> <p>If yes, please attach details.</p>	<p>NO <input checked="" type="checkbox"/></p>
<p><u>CONVICTED OF AN OFFENCE:</u></p> <p>The candidate has been convicted of an offence under the Condominium Act or Regulations in the previous 10 years.</p>	<p>YES <input type="checkbox"/></p> <p>If yes, please attach details.</p>	<p>NO <input checked="" type="checkbox"/></p>
<p><u>INTEREST IN CERTAIN CONTRACTS OR TRANSACTIONS:</u></p> <p>The candidate has a material interest in a contract or transaction to which the condominium corporation is a party.</p>	<p>YES <input type="checkbox"/></p> <p>If yes, please attach details.</p>	<p>NO <input checked="" type="checkbox"/></p>
<p>The candidate has a material interest in a contract or transaction to which the declarant or declarant affiliate is a party.</p>	<p>YES <input type="checkbox"/></p> <p>If yes, please attach details.</p>	<p>NO <input checked="" type="checkbox"/></p>
<p><u>OWNER 60 DAYS IN ARREARS:</u></p> <p>The candidate is an owner and is 60 days (or more) in arrears in payment of common expenses.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>
<p><u>OWNER:</u> The candidate is an owner of a unit in the condominium.</p>	<p>YES <input checked="" type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p><u>OCCUPANT:</u> The candidate is an occupier of a unit in the condominium.</p>	<p>YES <input checked="" type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>

I certify that I have provided the above information in fulfillment of my disclosure obligations in Section 29 of the *Condominium Act, 1998* and/or Section 11.6 of Regulation 48/01.

Signature of Candidate: X 

DIRECTORS' CODE OF ETHICS

RE: OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors' Code of Ethics throughout my terms as a Director:

Honesty and Good Faith – I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

Care, Diligence and Skill – I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and Requirements of the Condominium Act and other legislation.

Conflict of Interest – I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the Board. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a By-Law. I will act only in the best interests of the Condominium Corporation as a whole and I will not favour the interests of any individual or group of owners or residents.

Confidentiality – I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

Good Conduct – At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support – I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation – I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation.

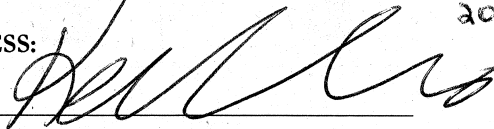
Minimize Conflict – I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first class image for our Corporation, its units, owners and residents.

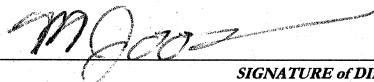
Education - recognizing that governance of a Condominium Corporation involves complex and changing requirements, I will continue to educate myself in this regard.

Agreement – I hereby agree to comply with the provisions set out in this Directors' Code of Ethics.

Dated at this 1 day of November, 2018
2023

WITNESS:




SIGNATURE of DIRECTOR

Michelle Joos
PRINT NAME OF DIRECTOR and UNIT NO.

Adam Pelletier-Kiesman

adam.pelletierkiesman@gmail.com

Professional Experience

International Trade and Negotiations Officer, *Innovation, Science and Economic Development Canada* – November 2022 – Present | Ottawa, Ontario

Economist, *Department of Finance* - September 2019 – November 2022 | Ottawa, Ontario

International Marine Policy Analyst, *Transport Canada* – September 2017 – September 2019 | Ottawa, Ontario

Junior Policy Analyst (Legislation), *Privy Council Office* – May 2017 – August 2017 | Ottawa, Ontario

Junior Policy Analyst, *Employment and Social Development Canada* – November 2016 – May 2017 | Gatineau, Quebec

Teaching Assistant (International Human Rights), *University of Ottawa* – January 2017 – May 2017 | Ottawa, Ontario

Teaching Assistant (International Law), *University of Ottawa* – September 2016 – January 2017 | Ottawa, Ontario

Political and Public Affairs Intern, *Global Affairs Canada – High Commission of Canada, Singapore*
May 2016 – August 2016 | Singapore

Junior Policy Analyst (Real Property), *Transport Canada* – September 2015 – May 2016 | Ottawa, Ontario

Virtual Campus Assistant, *University of Ottawa* - January 2013 – September 2015 | Ottawa, Ontario

Western Perspective Advisor, *B&D Law Firm* - January 2012 – April 2012 | Beijing, China

English Teacher, *Self-employed* - October – December 2011 | Prague, Czech Republic

Education and Licenses

Certificate in Immigration: Laws, Policies and Procedures 2019
University of British Columbia | Vancouver, British Columbia

Master of Arts in Public and International Affairs (International Law and East Asia) 2017
Graduate School of Public and International Affairs, University of Ottawa | Ottawa, Ontario

International Law Certificate 2015
Balsillie School of International Affairs | Waterloo, Ontario

General Law Certificate 2014
University of Ottawa | Ottawa, Ontario

TESOL Certification – Level 5 2011
Oxford-Trinity College | Prague, Czech Republic

Bachelor of Arts in International Relations; minor in Law and Society 2011
University of British Columbia | Vancouver, British Columbia

Associate of Arts in Peace and Conflict Studies (Negotiations) 2009
Langara College | Vancouver, British Columbia

Community Involvement – Volunteering and Organizations

Communications Manager, University of Ottawa Asian Studies Roundtable
September 2015 – May 2017 | University of Ottawa

Chairperson & Communications Portfolio, Public and International Affairs Association Student Council
September 2015 – October 2016 | University of Ottawa

GSPIA Academic Workshop, PIAA Student Council, October 2015 - December 2015 | University of Ottawa

Welcome Week Event Coordinator, PIAA Student Council | July - September 2015 | University of Ottawa

Potentia Journal Editor, Centre for International Policy Studies, 2014 – 2017 | University of Ottawa

CIPS Event Coordinator, Centre for International Policy Studies, 2014 – 2015 | University of Ottawa

Cultural Volunteer, Chantiers Sociaux Marocains, November - December 2011 | Rabat, Morocco

Candidate Disclosure Form

To: **Ottawa-Carleton Standard Condominium Corporation No. 815, (the "Corporation")**

A. CANDIDATE INFORMATION

Name: Kiesman, Adam

Unit / Address: 405 - OCSCC 815

I submit this Candidate Disclosure Form in support of my candidacy for election to the Board of Directors of the Corporation. I make the following declarations pursuant to s. 29(1)(f) of the *Condominium Act, 1998*, as amended, subject to any additional disclosure obligations required by the Corporation's by-laws.

B. OWNERSHIP & OCCUPANCY STATUS

1. I am a registered owner of a unit in the Corporation.

Yes No

[If you answered "Yes" to the above]

The contributions to the common expenses payable for my unit(s) are in arrears for 60 days or more.

Yes No

2. I am an occupant of a unit in the Corporation.

Yes No

C. LEGAL PROCEEDINGS

3. I, my spouse, my child, my parent, my spouse's child, my spouse's parent, an occupier of a unit I own, an occupier of a unit my spouse owns, and/or someone with whom I occupy a unit is/are a party to a legal action to which the Corporation is a party.

Yes No

If you answered "Yes" to the above, please provide the name and relationship of the person involved along with a brief general description of the action(s).

N/A

D. CONDOMINIUM ACT CONVICTIONS

4. Within the past 10 years, I have been convicted of an offence under the Condominium Act, 1998, as amended or under the regulations to the Condominium Act, 1998, as amended.

Yes No

If you answered "Yes" to the above, please provide a brief general description of the offence(s).

N/A

E. CONFLICTS OF INTEREST WITH THE CORPORATION

5. I have a material interest, either directly or indirectly, in a material contract or transaction to which the Corporation is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit).

Yes No

If you answered "Yes" to the above, please provide a description of the nature and extent of the interest(s).

N/A

F. CONFLICTS OF INTEREST WITH THE DECLARANT

6. I have a material interest, either directly or indirectly, in a material contract or transaction to which the declarant or an affiliate of the declarant is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit).

Yes No

If you answered "Yes" to the above, please provide a description of the nature and extent of the interest(s).

N/A

THE DECLARATIONS THAT I HAVE MADE ABOVE, AND IN ANY ADDITIONAL PAGES, ARE TRUE AS OF THE DATE I HAVE SUBMITTED THIS FORM. I WILL NOTIFY THE CORPORATION IN WRITING IMMEDIATELY IF ANY OF THE INFORMATION I HAVE PROVIDED ON THIS FORM CHANGES PRIOR TO THE ELECTION.

Submitted At: 7th day of November, 2023 at 09:25 pm EST (Submitted via the GetQuorum Nominations Tool)

Schedule "A"

**OTTAWA-CARLETON STANDARD CONDOMINIUM
CORPORATION NO. 815**

BY-LAW NO. 7

BE IT ENACTED as By-law No. 7 (being a By-law to define standard units) of Ottawa-Carleton Standard Condominium Corporation No. 815 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
GENERAL**

- (1) The purpose of this By-law is to define the standard units in this condominium.
- (2) In this condominium, there are three (3) different classes of standard units. The standard unit for each class is defined or described in plans and/or specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
1	Residential Units	Units 1 to 7, Levels 4, 12, 14 & 15 Units 1 to 9, Levels 5 & 7 Units 1 to 8, Levels 6, 8, 9, 10 & 13 Units 1 to 6, Level 11 Units 1 to 5, Level 16 Units 1 to 3, Level 17 Units 1 to 4, Level 18	1
2	Parking Units	Units 1 to 26, Level A Units 1 to 42, Level B Units 1 to 44, Level C	2 & 4
3	Storage Units	Units 27 to 47, Level A Units 43 to 92, Level B Units 45 to 86, Level C	3 & 4

**ARTICLE III
MISCELLANEOUS**

- (1) The standard unit description(s) in this by-law replace(s) any previous standard unit description(s) (for the same classes of unit), including any such description(s) provided by the declarant pursuant to Section 43 (5) (h) of the Act. Any such previous description(s) no longer apply.
- (2) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (3) Waiver. No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (4) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (5) Alterations: This By-law or any parts thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (6) Preparation: This document was prepared in the year 2023 by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.

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

DATED this _____ day of _____, 2023.

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 815**

Print Name:
Print Title:

I have authority to bind the Corporation.

Schedule "1"
Standard Units - Class 1
[Residential Units]

The standard units contain no features. Therefore, all features of the units are unit improvements. **The Corporation accordingly does not arrange insurance covering any features of these units.**

FURTHER NOTE: The result of this standard unit description is that the owners must (if they wish) arrange their own insurance coverage for these units. The Corporation strongly recommends that all owners consider arranging for such insurance coverage. OTHERWISE: In cases where owners do not have insurance coverage (for these units), the owner may be obligated to pay for any required repairs to the unit (without benefit of any insurance protection). ALSO: If an owner ever fails to fulfill the owner's repair obligations with reasonable haste, the Corporation may complete the required work (on the owner's behalf) pursuant to provisions allowing for such in the Act and/or the Declaration. Any related costs incurred by the Corporation may then be added to the owner's common expenses.

Schedule "2"
Standard Units - Class 2
[Parking Units]

The standard units include:

- (a) Any asphalt and/or traffic topping and/or waterproofing membrane as per the original construction.
- (b) Painted lines.

Schedule "3"
Standard Units - Class 3
[Storage Units]

The standard units include:

- (a) A concrete surface.
- (b) Metal cage dividing some storage units as per the original construction.
- (c) Fan equipment venting between the storage units and the garage as per the original construction.

Schedule “4”
Standard Units – Additional Terms

- (1) Where the materials or specifications for the particular class of standard unit are uncertain or incomplete, the standard unit specifications and materials shall be consistent with “Builder’s Standard” construction. In the case of any dispute as to what constitutes “Builder’s Standard”, a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (2) The standard unit does not include features which are part of the common elements. The Corporation’s declaration determines which features are part of the common elements and which features are parts of the units. To the extent that the standard unit description includes features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (3) Except as otherwise indicated in this By-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between the description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (4) All replacement materials and re-construction shall conform to all applicable Codes and Regulations, including the Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (5) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.



OCSCC No. 815
Explanation Note
Standard Unit By-Law
“Bare Bones” Standard Unit Description

The *Condominium Act, 1998* (the Act), states that every condominium corporation must have a standard unit description. The purpose of the proposed by-law is to create a new standard unit description for your condominium.

We explain as follows.

We’re sure that all owners are aware that condominium corporations arrange insurance covering the *common elements*.

In Ontario, condominium corporations are also obligated to arrange insurance covering the standard units. The corporation arranges this standard unit insurance on behalf of every owner.

Again: The Act says that each condominium corporation must have a “standard unit description” which describes those features of the units that are considered **standard**. Those are the unit features for which the condominium must arrange insurance. Other features (that are not part of the standard features) are “unit improvements” and it’s up to the owners to arrange insurance for their unit improvements.

The Act first came into force on May 5, 2001. Condominiums that were declared prior to that date (prior to May 5, 2001) are required to pass a “standard unit by-law” (containing the standard unit description for the condominium). Condominiums that were declared after May 5, 2001 receive a standard unit description from the condominium’s Declarant but those standard unit descriptions can also be changed by by-law.

SO IN SUMMARY: Any condominium can *change* the condominium’s standard unit description, at any time, by passing a new standard unit by-law.

Your condominium is proposing to change to a “bare bones” standard unit description – **for the residential units** – and has proposed a new standard unit by-law to make this change.

A “bare bones” standard unit description simply means that the standard units contain no features. This means that all features of the units *would be considered to be unit improvements*. With that sort of standard unit description: The condominium corporation arranges insurance for the common elements (and not for any parts of the units) and it’s up to the owners to arrange insurance for their units. That’s what is proposed in your case.



This is being proposed for the following reasons:

1. Condominium corporations are experiencing significant increases in insurance premiums.
2. In fact, many condominium corporations are finding it difficult to arrange insurance coverage at all.
3. A bare bones standard unit description shifts insurance obligations (in relation to the units) from the Corporation to the owners. This “takes pressure off of the Corporation’s policy” by reducing the risk of future claims (on the Corporation’s policy). This should hopefully make it easier for the Corporation to maintain insurance and with better control on premiums.
4. In the meantime, most condominium owners can more easily arrange this insurance coverage (and in fact many owners may already have sufficient coverage now). **Each owner should confirm with the owner’s broker.**

We recommend that you provide a copy of the bylaw and this explanation note to your insurance broker to verify that you have sufficient insurance coverage. Again: It’s possible that many owners may already have sufficient coverage, but it would be prudent to verify this.

FINAL NOTE:

For the **parking units**, the standard unit description will include the following features:

- (a) Any asphalt and/or traffic topping and/or waterproofing membrane as per the original construction.
- (b) Painted lines.

For the **storage units**, the standard unit description will include the following features:

- (a) A concrete surface.
- (b) Metal cage dividing some storage units as per the original construction.
- (c) Fan equipment venting between the storage units and the garage as per the original construction.

The Corporation will continue to take care of insurance for the parking and storage units.

Schedule "A"

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 815

BY-LAW NO. 8

BE IT ENACTED as By-law No. 6 (being a By-law respecting insurance deductibles) of Ottawa-Carleton Standard Condominium Corporation No. 815 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.
DEFINITIONS**

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

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

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

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

**ARTICLE III.
INSURANCE DEDUCTIBLES**

- (1) Property insurance for the units and common elements (excluding improvements) is obtained and maintained by the Corporation (the "Master Policy"), but is subject to a loss deductible clause.
- (2) The Master Policy accordingly does not cover any loss, or portion of a loss, falling within such deductible. Responsibility for any such loss shall be determined as follows:
 - (a) Any deductible loss relating to damage to a unit (whether or not there has been an act or omission by the owner or lessee of the unit) shall be the responsibility of the owner of the unit, and shall be added to the common expenses payable for the owner's unit [in accordance with Article III (4)], **OPTIONAL: provided the source of the damage is also within that unit**.

- (b) Any other deductible loss shall be the responsibility of the Corporation.
- (3) Notwithstanding the foregoing,
 - (a) each unit owner shall indemnify and save harmless the Corporation and all other owners from any deductible loss (under the Master Policy) related to damage resulting from an act or omission of the owner, or his or her invitees, agents, contractors or occupants of the unit. (Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4)).
 - (b) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents, contractors or employees.
- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien. Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (5) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

**ARTICLE IV.
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2020 by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.



Ottawa-Carleton Standard Condominium Corporation No. 815

Explanation Note

Insurance Deductibles Bylaw

Condominium Corporations must arrange insurance on their own behalf and on behalf of all owners. The insurance covers the common elements and also the units (not including betterments or improvements). The insurance is always subject to a deductible. The deductible is simply an amount of each loss which is not covered by the insurance.

The question is: When damage results from an insured event, who should pay the deductible?

Under the *Condominium Act*, the general rule is that the deductible on the Corporation's policy is a common expense, which accordingly must be paid by the Condominium Corporation (and therefore shared by all owners) - except for damage caused by an owner or tenant to their own unit.

Many condominium Directors and Owners feel that it makes most sense for the owner to pay the deductible in the following circumstances:

1. Where the owner, or an occupant of the unit, or a guest or agent of the owner, causes damage to any part of the property.
2. Where there is damage to the owner's unit caused by an accident.

This is based upon the following reasoning:

1. Owners should be responsible for all uninsured damage which they cause or which is caused by the occupants, guests or agents of the owner.
2. Owners should be responsible for uninsured, accidental damage caused to the owner's unit. (Owners are responsible for their own units.)
3. Owners can buy their own insurance covering these risks (i.e., the risks that the owner may be responsible for the deductible on the Corporation's policy). In fact, we have reviewed many condominium unit owner insurance policies and many such policies provide standard coverage for these risks. (Most unit policies include basic liability protection for the owner, as well as "additional" or "contingent" property insurance coverage for the owner's unit.)



In summary, *unit owners can buy insurance covering these risks and many unit policies currently provide for such.* In any event, each unit owner should confirm this with his or her own broker. (In some cases, the owner may have to pay a small additional premium to obtain this coverage.)

Again, however, we note the following: **If owners are generally paying for these insurance risks, it makes sense to utilize that insurance. This reduces the overall uninsured loss. This is possible only if owners are held responsible for the deductible.**

Another important consideration is as follows: If owners have increased responsibility (ie. increased responsibility for the corporation's deductible), then this may reduce claims – because owners may do more to avoid or to minimize insured events.

Under the *Condominium Act*, these concepts can be retained (at present) only if the corporation passes a by-law for this purpose. That is the purpose of the proposed By-law.

IN SUMMARY: The proposed Bylaw says that owners are responsible for the deductible on the corporation's policy in the following circumstances:

1. Where the owner, or an occupant of the owner's unit, or a guest or agent of the owner, causes damage to any part of the property.
2. Where the damage is caused to the owner's unit by an accident. **Note, however, that the by-law can also say that owners will only be held responsible for accidental damage to their units if the source of the damage is also within that unit, if desired. This is an optional revision to the by-law.**

The By-law also says that the Corporation is responsible for the deductible if the Corporation causes the damage.

FURTHER NOTE:

Under anticipated amendments to the *Condominium Act*, it will (sometime soon) no longer be possible to pass such by-laws. Instead, (when the anticipated amendments to the *Condominium Act* come into force) an amendment to the Declaration will be required to achieve these purposes. However, any existing by-laws of this sort *might* be grandfathered by the province at that time.

CERTIFICATE OF INSURANCE

This is to certify that the policies of Insurance as herein described have been issued to the following Named Insured and are in full force and effect as of the date of this Certificate.

Named Insured: Ottawa-Carleton Standard Condominium Corporation 815 & All Registered Unit Owners and All Registered Mortgagees As Their Interest May Appear from time to time

Location Address: 90 George Street, Ottawa, Ontario K1N 0A8

Policy Period: June 3, 2023 to June 3, 2024
12:01 am standard time at the postal address of the Named Insured

Additional Insured: LaSalle Investment Management
(only with respect to liability arising out of the operations of the Named Insured)

Coverage:

Commercial Property: **Starr Technical Risks Canada Inc. / Echelon Insurance / Gore Mutual / CNA Canada / Chubb Insurance / Zurich** **Policy # CISP00990**
Canada
Limit of Insurance: \$ 89,290,000 Residential - High Rise & Commercial Condominium
Deductibles: \$ 50,000 Standard
\$ 50,000 Water Damage
\$ 50,000 Sewer Backup
\$ 50,000 Overland Flooding
10% / min \$250,000 Earthquake

Boiler and Machinery: **Chubb Insurance** **Policy # 76441415 - 0080EBI**
Property Damage Limit: \$ 89,290,000
Deductibles: \$ 10,000 All HVAC (Heating, Ventilation, Air Conditioning) Equipment
\$ 10,000 All Other Objects

Crime: **Chubb Insurance** **Policy # 82461339 - 788**
Employee Dishonesty: \$ 100,000
Deductible: \$ 1,000

Commercial General Liability: **Gore Mutual** **Policy # CISGL00990-G**
Limit of Liability: \$ 10,000,000
Deductibles: \$ 5,000 Bodily Injury / Property Damage

Directors and Officers Liability: **Victor Insurance Managers** **Policy # NP-607750 - 788**
(Not Applicable to Unit Owners) Inc.
Limit of Liability: \$ 10,000,000
Human Rights Defence Costs: Included

Legal Expense Coverage: **HDI Global Specialty SE** **Policy # 7030995**
Limit of Insurance: \$ 200,000
Aggregate Limit: \$ 1,000,000

This insurance afforded is subject to the terms, conditions, and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

Condominium Insurance Solutions
Powered By Jones DesLauriers Insurance Management Inc.



Authorized Representative
Date: June 3, 2023
E. & O. E.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

Instruction

This PDF form can be filled out electronically and then saved or printed. When filled out electronically, the form is dynamic – for example, text boxes will expand as you enter information, and checking certain boxes may cause items to appear or disappear as necessary. The blank form can also be printed in full, and then filled out in hard copy. If you are filling out the form in hard copy and you need more space, you may enclose additional sheets of paper with the form.

General Meeting Information

Condominium corporation's name

[Ottawa-Carleton Standard Condominium Corporation No. 815](#)**Section 1.** Date and Time of the Meeting[November 28, 2023 starting at 7:00 p.m.](#)**Section 2.** Place of the meeting[Virtual Platform - Zoom](#)**Section 3.** The nature of the business to be presented at the meeting is (a meeting agenda may be included with this form)[Annual General Meeting](#)[Approval of an insurance deductible bylaw & standard unit bylaw](#)**Section 4.** Please describe below the quorum needed for any part of this meeting:[25% or 26 units for attendance](#)[51% or 53 units for insurance deductible bylaw & standard unit bylaw](#)

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

Section 5. A by-law of the corporation authorizes methods of being present at the meeting, in addition to attending in person or by proxy (e.g., by phone or online): Yes No

The methods of being present are ▼

[Electronic attendance, electronic voting, in person, by proxy](#)**Section 6.** A by-law of the corporation authorizes voting methods, in addition to voting by a show of hands, by ballot, by proxy (e.g., by phone or online): Yes No**Section 7.** If you wish to be present at the meeting by proxy (for purposes of quorum) or to vote on any matters by proxy, you must use the mandatory proxy form. The form is available on the Government of Ontario website. It may also be available from your corporation.**Section 8.** Please check any of the following that apply to the upcoming meeting:

Section 8.A

 This is an annual general meeting.

A copy of the corporation's financial statements and the auditor's report (if any) are included with this notice.

Section 8.B

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

The number of positions on the board that are or could be the subject of an election at the meeting, and the term or remaining term of each position, are ▼

Owners will vote to elect three (3) director positions:

Two (2) positions for a term of two (2) years expiring in 2025

One (1) position for the owner-occupied vote for a term of two (2) years expiring 2025

Instruction for person filling out this form: If this is a meeting to elect one or more directors under s. 46 of the *Condominium Act, 1998* (either to fill a vacancy on the board, or following the removal of any directors), please enter the maximum number of positions on the board that could be the subject of an election at the meeting.

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

one

Total number of positions on the board is ▼

five

Candidates

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

Name of Candidate	Address of Candidate	Position (select one or both if applicable)	
Catherine Zongora	1502-90 George Street, Ottawa, ON K1N 0A8	<input checked="" type="checkbox"/> Candidate for position for which all owners may vote	<input checked="" type="checkbox"/> Candidate for position reserved for voting by owners of owner-occupied units
Daniel Major	1302-90 George Street, Ottawa, ON K1N 0A8	<input checked="" type="checkbox"/> Candidate for position for which all owners may vote	<input checked="" type="checkbox"/> Candidate for position reserved for voting by owners of owner-occupied units
Michelle Joos	806-90 George Street, Ottawa, ON K1N 0A8	<input checked="" type="checkbox"/> Candidate for position for which all owners may vote	<input checked="" type="checkbox"/> Candidate for position reserved for voting by owners of owner-occupied units
Adam Kiesman	405-90 George Street, Ottawa, ON K1N 0A8	<input checked="" type="checkbox"/> Candidate for position for which all owners may vote	<input checked="" type="checkbox"/> Candidate for position reserved for voting by owners of owner-occupied units

A copy of any disclosure statements and information provided by the candidates is included with this notice.

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

Section 8.C

This is a meeting to remove or appoint an auditor.

The name of the auditor proposed to be removed and the reasons for removal:

Name of Auditor(s)	Reasons for removal

A copy of any written representations made by the auditor who is proposed to be removed are included with this notice.

The candidates for auditor whose information was provided before the specified deadline are:

Name of Auditor(s)	Address (Street Address, Postal Code, Telephone Number)
Welch LLP	123 Slater Street, 3rd floor Ottawa ON K1P 5H2 (613) 236-9191

Section 8.D

This meeting was requisitioned by owners under s. 46 of the *Condominium Act, 1998*.

Section 8.E

This is a meeting for the purpose of considering an addition, alteration, improvement to the common elements, a change in the assets of the corporation, or a change in the service of the corporation, or for the purpose of considering the installation of an electric vehicle charging system to be carried out in accordance with s. 24.3 (5) of Ontario Regulation 48/01 made under the *Condominium Act, 1998*.

Section 8.F

This is a meeting to discuss proposed changes to the declaration, description, by-laws, rules or any agreements.

A copy of all proposed changes to the declaration, description, by-laws, rules or agreements that are to be discussed at the meeting are included with this notice.

Section 8.G

This is a meeting relating to amalgamation under s. 120 of the *Condominium Act, 1998*.

Section 9.

Additional material (including any record of the corporation) in a submission from owners, made by the deadline specified in the preliminary notice, is being included with this notice.

Section 10.

A by-law of the corporation requires that additional material be included with this notice.

Note for common elements condominium corporations: If your corporation is a common elements condominium corporation, all references in this form to “unit(s)” should be read as references to “common interest(s) in the corporation,” and all references to “unit owner(s)” should be read as references to “the owner(s) of a common interest in the corporation”.

Section 11.

Optional: Additional material that is not required by a by-law of the corporation is included with this notice.

Dated this 10 day of November, 2023 .
day of month month year

This is a prescribed form, and accordingly it may not be substantively changed. You can delete portions of the form that are not relevant or don't apply in a particular case. You can also add words or clarifications, as reasonably required. But you must retain the substance and general format of the form.

Instructions

This form can be filled out electronically and then saved or printed. The blank form can also be printed in full, and then filled out in hard copy. If you are filling out the form in hard copy and you need more space, you may enclose additional sheets of paper with the form.

To: *Insert condominium corporation's name in this box:*

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION No. 815

Insert your name in this box:

NAME OF PROXY GIVER - i.e.
the person entitled to vote at the
meeting, for example, the registered
owner or mortgagee

I am (we are) *[Select the box below that describes you]:*

- the registered owner(s)
- authorized to act on behalf of the registered owner(s)
- the mortgagee(s)
- authorized to act on behalf of the mortgagee(s)

Instruction for person filling out the form: In the case of a corporation, affix the corporate seal or attach a statement that the person(s) signing have the authority to bind the corporation. If you are authorized to act on behalf of the registered owner(s) or mortgagee(s), attach a copy of the document that gives you this authorization.

Insert Unit's address and unit number in this box:

Address: _____

Unit _____, Level _____

If your corporation is a common elements condominium corporation, insert the address of the relevant parcel of tied land (and of course no unit number)

Dated this _____ day of _____, 2023.
Day Month

at _____ a.m. p.m.
Time of Day

Proxy Giver's Signature:

X _____

Date of Meeting:

November 28, 2023

I (we) appoint the proxy named in row A below, or, failing him or her, the proxy named in row B below, to attend and vote on my (our) behalf at the meeting of owners to be held on the date noted above, and at any adjournment of the meeting.

Name of Person appointed as Proxy:	Signature or initials of Proxy Giver:
A.	
B.	

I (we) revoke all proxies previously given.

Select one of the three boxes below. Also initial or sign to the right of your selection.

<input type="checkbox"/> Proxy not authorized to vote – but Proxy’s attendance counts towards Quorum The proxy is NOT authorized to vote on my (our) behalf with respect to any matter at the meeting, including matters of routine procedure. Instruction for person filling out this form: Check this box if you are appointing the proxy only to count towards quorum. If this box is checked, then the rest of the form should not be filled out.	<hr/> <p>Signature or initials of Proxy Giver</p>
<input type="checkbox"/> Proxy Authorized Only to Attend Meeting and Vote on Procedural Matters The proxy may vote on my (our) behalf only with respect to matters of routine procedure at the meeting, and no other matters, as I (we) could do if personally present at the meeting. Instruction for person filling out this form: Check this box if you are appointing the proxy to vote only on matters of routine procedure, and no other matters. If this box is checked, then the rest of the form should not be filled out.	<hr/> <p>Signature or initials of Proxy Giver</p>
<input type="checkbox"/> Proxy Authorized to Vote on All Matters – Proxy has discretion (as to how to vote) unless specific voting instructions are provided below The proxy may nominate candidates or may vote on my (our) behalf with respect to all matters that may come before the meeting, subject to my instructions set out below, as I (we) could do if personally present at the meeting. Instruction for person filling out this form: If this box is checked and you do not provide instructions with respect to any part of the rest of this form, you are giving your proxy the authority to nominate any candidates or vote in any manner with respect to that part of the form, as you could do if you were personally present at the meeting.	<hr/> <p>Signature or initials of Proxy Giver</p>

SPECIFIC VOTING INSTRUCTIONS [Use the following sections if you wish to give specific voting instructions to your appointed proxy.]

1. Voting to elect candidates to vacant positions on the board that all owners may vote for:

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

Order of vote (enter 1,2,3, etc.)	Candidates for the Position(s) on the Board	Signature or initials of Proxy Giver
	1. Catherine Zongora	
	2. Daniel Major	
	3. Michelle Joos	
	4. Adam Kiesman	
	5.	
	6.	
	7.	
	8.	

Instruction to person filling out the form: Your proxy may only vote for individuals whose names are set out above and who, at the time of the vote, are candidates. If you list more names than positions available on the board of directors, your proxy will vote in the order set out above up to the number of positions that are available.

2. Voting to elect candidates to any vacant position on the board that only owners of owner-occupied units may vote for:

I (we) instruct the proxy to nominate, if necessary, and to vote for the candidates named below and in the order set out below for the position on the board for which only owners of owner-occupied units may vote under s. 51(6) of the *Condominium Act, 1998*.

Order of vote (enter 1,2,3, etc.)	Candidates for the Position(s) on the Board	Signature or initials of Proxy Giver
	Catherine Zongora	
	Daniel Major	
	Michelle Joos	
	Adam Kiesman	

Specific Matter	In Favour	Signature or Initials of Proxy Giver
By-Law 7 – STANDARD UNIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
By-Law 8 – INSURANCE DEDUCTIBLES	<input type="checkbox"/> Yes <input type="checkbox"/> No	