

Wyndham Hill Co-operative Homes Inc.

By-Law No. 11

Maintenance and Improvements By-Law (replaces By-Law 2, Schedule B and Schedule C)

A By-law, which sets out co-op and member responsibilities in the care and maintenance of member units and common areas.

This By-law contains the rules for the care and maintenance of the units and common areas of Wyndham Hill Co-operative Homes Inc. The Co-operative Corporations Act (the Act) regulates how the Co-op must be run. Certain parts of the Act contain rules, which are not included in this By-law. Applicants and member should refer to them when questions come up.

Passed by the Board of Directors on **January 8, 2014.**

Confirmed by 15% majority vote of members present at a General Meeting held **January 19, 2014.**

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Article 1: Maintenance Policy

1.1 Purpose of Policy

(a) The purpose of this policy is:

- to set out the respective responsibilities of the members and the co-op for the maintenance, repair and improvement of the co-op property;
- to establish Guidelines concerning what repairs and improvements members may undertake within their individual units.

(b) It is expected and encouraged that members will be responsible for maintenance of their unit as much as is reasonably possible. Any work done by the members saves the Co-op and therefore ultimately each individual member money.

(c) Preventative maintenance will be a strong focus of the Maintenance Committee.

1.2 Maintenance Objectives

The objectives of this By-law shall include:

- To maintain a safe and sound building structure and grounds;
- To maintain mechanical systems and services in functioning order;
- To respond adequately and responsibly to the short-term and long-term maintenance needs of the Co-op; and
- To use volunteer labor when appropriate to reduce costs.

1.3 Maintenance Responsibilities

(a) Co-op Responsibilities shall include:

1. regular Maintenance and periodic redecoration of the Community Centre;
2. maintaining and servicing all mechanical and electrical systems, appliances and equipment owned by the Co-op;
3. regular testing of smoke detectors & fire extinguishers;
4. regular inspections and maintenance of exterior common areas including outside drains, walls and roofs;
5. exterior maintenance of buildings;
6. replacement of all broken windows and torn screens (the member will be charged for the cost of such repair if the damage is judged to be the member's fault).
7. minor repairs where a member is unable physically to perform them;
8. major repairs; and

(b) Member responsibilities shall include:

1. general vacuuming and cleaning (including windows, appliances, floors, walls and bathrooms);
2. routine outdoor work (including grass cutting, weeding and snow shoveling)
3. minor repairs to the unit;
4. reporting items needing repair promptly by submitting a Work Request form to the staff person;
5. the cost of replacement or repairs to co-op property, if any damage is caused by the member, other occupants or guests of the member through negligence or abuse;
6. the cost of replacement of any co-op owned property that is removed by the member, other occupants or guests of the member;
7. draining exterior faucets prior to winter freeze-up; and
8. periodic painting and decorating of unit interiors (paint will be supplied periodically at the expense of the Co-op).

1.4 Maintenance Committee

- (a) The Co-operative shall have a Maintenance Committee in order to carry out its responsibilities. Should the committee not be functioning, the Board of Directors may assume some or all of its duties.
- (b) Maintenance Committee Responsibilities shall include:
1. establishing and monitoring the Co-op's maintenance program;
 2. establishing and monitoring routine maintenance procedures;
 3. establishing and monitoring unit maintenance procedures;
 4. conducting and following up on unit and common area inspections;
 5. performing or supervising repairs and improvements;
 6. establishing and monitoring emergency procedures;
 7. purchasing, renting, monitoring use of, and performing maintenance of equipment;
 8. educating members and assisting in routine maintenance procedures, when requested;
 9. supervising contracts and contractors;
 10. establishing and monitoring a maintenance budget; and
 11. administering various other procedures.
- (c) Maintenance Committee tasks shall include:
1. setting goals and formulating policies concerning maintenance issues;
 2. recommending changes or additions to these policies when necessary;
 3. reporting to the Board and General Membership on progress and problems (including written reports, newsletter articles and other reports);
 4. monitoring the work of contractors, in conjunction with the staff person;
 5. informing and educating members about their maintenance responsibilities and simple repairs by:
 - developing a maintenance handbook;
 - presenting workshops on specific maintenance topics;
 - articles in the co-op newsletter
 6. scheduling, organizing and supervise "work parties" for special maintenance projects; and
 7. maintaining an inventory and overseeing the use of maintenance equipment and supplies.

1.5 Garbage

- (a) Members must place properly sorted and secured garbage at the curbside no sooner than 7 pm on the evening before garbage day. Members must remove garbage that is not picked, up no later than 7:00 pm on garbage day.
- (b) Large items such as mattresses are not to be placed at the curbside or placed anywhere in co-op common areas. These items should be discarded properly at the members' expense.

1.6 Pest Control

- (a) In the event of a serious pest control problem in the co-op buildings, the co-op will have the right to take such pest control measures, as it considers necessary to deal with the problem.
- (b) Exemptions from a general requirement for chemical pesticides will be permitted for members who obtain a letter from a doctor confirming allergy or sensitivity to these products. Members who receive an exemption will be required to co-operate with alternative methods of pest control. Such exemptions apply to unit only, not to common area.
- (c) Members must co-operate in the preparation of their units for extermination services.

1.7 Hazards

- (a) Members are not permitted to store highly flammable substances within their unit.
- (b) Smoke detectors must not be painted, disconnected or removed. Replacement of backup batteries is the responsibility of the member.
- (c) Members must not overload electrical circuits.

1.8 Locks

- (a) The co-op will maintain all locks on entrance doors to individual units.
- (b) Members may not alter or add to the locking system of their unit without prior written permission of the co-op. If a lock is changed or added, a copy of the key must immediately be delivered to the co-op office.

Article 2: Emergency Policy and Procedure

2.1 Purpose

The Emergency Policy and Procedure is intended to provide service in a crisis situation when regular procedures will not be adequate.

2.2 Definition

The following conditions constitute an emergency:

1. life or physical safety is endangered
2. immediate health hazard exists
3. loss of essential services
4. financial loss to the Co-op will arise if immediate action is not taken and/or
5. public or private property may be damaged.

2.3 Procedures

- (a) In the case of extreme emergency (fire, gas leak, severe accident), the member should leave the unit (if possible), call the appropriate emergency number and then report the emergency to the staff person, Maintenance Committee emergency contact, or other appropriate Co-op representative.
- (b) In the case of other emergencies (leaking pipes, floods, electrical breakdown), a Maintenance Committee emergency contact person or other appropriate co-operative representative, should be involved. She/he will evaluate the situation and may call a tradesperson if needed.
- (c) The member may call a tradesperson, but she/he may be held responsible for payment of the bill. If neither the Maintenance Committee emergency contacts, nor the staff person can be reached, the Co-op may pay the bill.
- (d) All emergencies will be reported to the Maintenance Committee on the Emergency Report form.
- (e) Repairs not considered being emergencies should be treated as normal repair work, and the Work Request Procedure should be followed.

Article 3: Work Request Procedure

3.1 Work Request Forms

- (a) Members will complete a Work Request form and submit to the Co-op Office, if possible during the Co-ordinator's Office Hours.
- (b) The Co-ordinator will note the Date Received at the bottom of the form and make a preliminary assessment of which Category the Work Request falls into (see Article 3.3, below).
- (c) A pink copy of the Work Request will be returned to members as an acknowledgement of its receipt and an indication of how it will be dealt with. A yellow copy will be given to the person to the member or contractor assigned to the job. A white copy will be filed in the Maintenance Unit file.

3.2 Monitoring the progress of Work Requests

- (a) Work Requests will be entered on the Work Request Progress Report
- (b) All subsequent activity relating to the Work Request will be entered as appropriate.
- (c) The updated Work Request Progress Report will be reviewed at each Maintenance Committee meeting.

3.3 Categorizing and completing Work Requests

The following process will be followed, depending on the category of Work Request:

- (a) Category A - parts only

If parts are in inventory, parts will be given to the member and a Material Withdrawal form completed. If parts are not available, a Purchase Requisition will be filled out and the parts will be given to the member as soon as they are delivered. After the member receives the parts needed to do the work, the yellow copy of the Work Request form shall be returned to the office, marked "Completed". After its completion is noted on the Work Request Progress Report, this copy will be filed in the Maintenance Unit file.

(b) Category B - assigned to volunteer or staff

The person assigned to the work shall report on their progress within one week. If parts are needed, the procedure indicated under Category A shall be followed. When the work is completed, the yellow copy of the Work Request form shall be returned to the office, marked "Completed". After its completion is noted on the Work Request Progress Report, this copy will be filed in the Maintenance Unit file.

(c) Category C - outside contractor called

When the work is completed, the yellow copy of the Work Request shall be placed in the Maintenance Unit File, marked "Completed". After its completion is noted on the Work Request Progress Report, this copy will be filed in the Maintenance Unit file.

(d) Category D - long-term replacement item

Work Requests regarding flooring or other replacement item shall be referred to the next Board of Directors meeting.

Article 4: Unit Improvement Policy and Procedure

4.1 Policy

- (a) Members will be individually responsible for the cost of improvements or alterations to their units; only in the case in which renovations include repair work, which the Co-op would have to undertake within a two-year period, can reimbursement for materials be considered.
- (b) Fixtures and appliances in place are the property of the Co-op. If such items are removed, they shall be stored by the member in her/his unit and replaced when the member leaves the unit.
- (c) Painting with other than approved colors and at other times than the approved periodic cycle must be done at the expense of the member.
- (d) Wallpaper must be dry-strippable. On move-out, the member must return the unit to its original condition, unless agreement is made with the incoming member.
- (e) Any non-permanent fixtures installed by the member may be removed by her/him at any time, providing the unit is returned to its original or better condition in all respects.

4.2 Exterior Unit Improvements

- (a) Plans and elevations for any exterior renovations or additions to the building must be submitted to the Maintenance Committee at least two months before work is to begin. Any such projects must be done by qualified workers and conform to building codes and to Article 5 of this By-law.

4.3 Interior Unit Improvements

- (a) Interior unit improvements and alterations may include, but are not necessarily restricted to the following:
 1. major structural changes (e.g. moving or adding walls; replacing floor coverings);
 2. installation of additional wall coverings (e.g. tile, paneling, etc.);
 3. removal and replacement of existing appliances, plumbing or electrical fixtures;
 4. electrical, plumbing, and heating work (e.g. installation of dishwashers, water softeners, electrical outlets, etc.); and/or
 5. basement finishing projects

- (b) Improvements may be made only with the prior written approval of the Co-op. Procedures as outlined below must be followed. Any such work must be done by qualified workers and conform to all building codes.

4.4 Approval Procedure

- (a) Any unit improvement requests, including the examples listed above, will be made on the proper form and submitted to the Maintenance Committee, in care of the Co-op office. The Maintenance Committee will submit a copy to the Board of Directors for final approval.
- (b) Applications should include a description of the work (including drawings, if possible), who is to do the work, and a request for reimbursement if applicable.
- (c) In the case of requests to alter the exterior of the building, the occupants of any other units which would be affected by the alteration will be contacted for comment and approval (see Article 5).
- (d) A deposit will be required if returning the unit to its original condition would cost in excess of the Security Deposit already paid by the member.
- (e) After consideration by the Maintenance Committee, the Co-ordinator or a Committee representative will contact the member as to the status of the application.
- (f) If additional information is required, or conditions stipulated by the committee or the Board of Directors, the request will be considered again at the next Maintenance Committee meeting.
- (g) The Member will read and sign any undertaking required by the Committee or the Board of Directors, before starting any work.
- (h) If a member undertakes any alteration listed above without the prior written approval of the Maintenance Committee and the Board of Directors, or if the work is not completed in a satisfactory manner, the member will be required to rectify the problem or pay the cost of returning the unit to its original condition.
- (i) If the Committee needs direction (e.g. if the request is without precedent), the request may be referred to the Board of Directors.

- (j) If the Maintenance Committee finds it necessary to employ the services of a consultant in order to determine whether an improvement request should be approved, the member submitting the request will be responsible for the cost involved. The member will be advised of the costs and asked whether the consultant should be employed.
- (k) The Maintenance Committee may, from time to time, set standards of design, materials and quality of work for improvements, which members carrying such improvements must meet.
- (l) The member will be responsible for the cost of obtaining a building permit for the work. The Maintenance Committee may request a copy of the permit.
- (m) Fixtures in place are the property of the co-op. Members may, on a temporary basis, replace co-op owned fixtures with their own, but are responsible for storing the original fixture within their units and replacing them, in good condition before they move out.
- (n) Members whose requests are turned down by the Committee may appeal this decision to the Board of Directors.

4.5 Decorating

- (a) When members wish to repaint their units, they will be responsible for carrying out the work. The co-op will not require members to repaint their units unless repainting is necessary because of undue wear and tear.
- (b) the co-op will supply sufficient paint only to repaint units periodically. All other supplies are the member's responsibility. The maintenance committee will determine the amount of paint allowable for each size of unit.
- (c) The co-op will provide the paint from a selected range of colors. Members will not be reimbursed for the cost of paint, which they have purchased themselves, unless approval for this purchase has been given in advance.
- (d) Members who are purchasing their own paint are expected to use reasonable discretion when choosing a paint color. If a dark color is used, the cost of extra coats of paint required when repainting will be deducted from the Security Deposit when the member moves out.
- (e) Only use of latex paint is allowable.
- (f) Only surfaces previously painted may be repainted.

- (g) Members are expected to take due care when painting. Drop-cloths or similar protective coverings must be used. Cover-plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. must be masked before painting.
- (h) All wallpaper must be dry-strippable and must be removed when the member vacates the unit unless the member moving in has requested, in writing that the wallpaper be left in place. The co-op will not contribute to the cost of wallpaper.
- (i) Other wall finishes such as cloth, tiles, mirrors, etc. may be used only if their application will not damage the wall surface. The members at their own expense must correct any damage caused by their application before the unit is vacated.
- (j) Texture spray, stucco, or textured paint may not be applied to any wall or ceiling.
- (k) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers, etc.

Article 5 -- EXTERIOR UNIT IMPROVEMENTS

5.1 Policy

- a) Members must receive written approval of the Board of Directors PRIOR to undertaking ANY alteration to the exteriors of their unit's outdoor space. It is required that at least two months' notice be given, in written form, to allow the Board to make a decision. The Board, when deciding whether to approve exterior unit improvements/requests shall use the guidelines below.
- b) The Member shall be responsible for obtaining and paying for a building permit where required as well as getting a locate for the underground utilities in the area. Proof of these will be required to be given to the Board before any work begins.
- c) All work will be inspected by the Board of Directors for final approval. Any unacceptable construction shall be removed or replaced at the Member's expense

5.2 Back Yards

- a) Back yards shall be defined as the area extending directly from the unit's back wall to the end of the fence. Any alterations to the exterior of a unit must not encroach upon a neighbouring property or on the common areas.
- b) Garden sheds are allowed only at the discretion of the Board to ensure that their structure and construction is safe and acceptable.
- c) Fences must be constructed of pressure treated or weatherproof lumber and grounded with appropriate moorings - information on what constitutes this can be obtained through the Office. Their height shall be limited to the height of the existing fence.

In addition:

- Their style must match existing fences
- Their gates must open inwards
- Latches will be allowed, but gates may not be locked

- Lattice may be put on the inside of the fence at the bottom to secure pets.
- At no time will any other fencing, temporary or permanent, be allowed.
- d) Arbors and trellises must be constructed of appropriate materials. Their height is not to exceed the top of the existing fence, and their style is to complement the existing fence. They must be of sound construction to prevent injury or damage. Fan trellises meant for climbing flowers may be placed against front walls only with Board approval.
- e) Back yard gardens, raised beds, and planters may be installed with Board approval, provided that they drain away from the unit. The Member must properly maintain them.
- f) Any unit not adhering to these guidelines will be charged a fee.

5.3 Front Yards

- a) Front yards shall be defined as follows:
 - For those units fronting onto Auden Road or Eastview Road, the front yard shall be defined as extending directly from the unit front wall towards the front sidewalk.
 - For those units on the inner sections of the Co-op, front yards shall be defined as extending directly from the unit front to the inner curb or sidewalk fronting the unit.
- b) No exterior alteration shall be permitted that encroaches upon neighbouring units or common spaces.
- c) No flower gardens, or beds are permitted without Board approval. They are not to exceed a maximum of 3 feet out from the unit wall, and must not extend closer than 6 feet from the city sidewalk for those units fronting Auden and Eastview Roads. For those units on the inner sections of the Co-Op, these may be extended to the inner curb or sidewalk provided that they remain at ground level and kept within existing grade. The exception to this is hanging baskets or planters.
- d) No permanent alterations (concrete, patio stones, etc) shall be permitted.
- e) Removal of sod is the Member's responsibility.

- f) Trees, shrubs, and hedges will be approved only after site plans have been examined and considered. The Member must establish the location of utility lines prior to digging and provide proof of this to the Board before commencing planting.
- g) Division of shared lawns is not permitted by either fences, or other structures, e.g. furniture, patio stones, etc.
- h) Lawn chairs may be used on front lawns but must be properly stored when not in use. Front lawns are not to be used as storage areas under any circumstances.
- i) Patio stones will not be allowed on front lawns under any circumstances.
- j) Exterior decorations must not present harm to any Member of the Co-op, and are at the discretion of the Board. A Member may be asked to remove any decoration that is considered unsafe or inappropriate.
- k) Picnic tables are allowed for use by Members but must always be returned to the Member's backyard when not in use, or by the end of the day. Under no circumstance are picnic tables to be left on front lawns or in common areas.
- l) Any unit not adhering to these guidelines will be charged a fee.

5.4 Common Areas

- a) Common areas shall be defined as all outdoor areas of the Co-Op other than those outlined in 5.2 and 5.3 of this By-law. Common areas include all of the sides of the storage sheds located on the corners of the 4 bedroom and accessible units. These areas are shared by all and may not be used for storage of bicycles, toys, outdoor furniture, etc. Four (4) bedroom and accessible unit common areas are not to be considered for public use.
- b) Except at the direction of the Board of Directors, Members shall not alter in any way the common areas beyond their yards. This space belongs to everyone.
- c) Personal composters and garbage bins, excepting properly stored City of Guelph bins (see: section 5.5), are to be kept in the back yard only.

- d) Yard waste is not to be dumped anywhere in the common areas, nor is it to be dumped onto neighbouring properties. Yard waste may be placed in the green organic bin provided by the City of Guelph, or at designated times of year, placed at the curb in the appropriate paper waste bags for City collection.
- e) Toys and bikes are to be stored in the back yards of units. They are not to encroach upon common areas or left upon front lawns. The exception to this is 4 bedroom units which may opt to store these items upon their extended porch.
- f) Any unit which fails to adhere to these guidelines will be charged a fee.

5.5 City of Guelph Garbage Bins

- a) Bins will be provided to each unit. Each unit will be provided, by the City of Guelph, with one green composting bin, and either one dual use grey bin OR a single grey garbage bin and a single blue recycling bin.
- b) Each Member unit will be required to register these bins with the Office.
- c) These bins are tagged to each individual unit and **MUST** stay with the unit when a Member moves out. They remain property of the City of Guelph.
- d) Maintenance of the bins, and replacement costs remains the responsibility of the unit Member.
- e) Bins are to be stored in only two places:
 - In the front alcove of the unit, next to the doorOR
 - Next to the back door

At no time will any bins be allowed to be stored on front lawns or along backyard fences. The only exceptions to this are those units with 4 bedrooms, which may opt to store their bins upon the front porch or in their exterior storage unit, or the accessible units which may opt to store their bins upon their ramp or in their exterior storage unit.
- f) Members will comply with ALL City of Guelph sorting and garbage guidelines and by-laws.

- g) Problems with the bins are to be reported to the City of Guelph. If, at any time, a unit changes its bins, they are to inform the Office and sign a new agreement.
- h) Failure to comply with these guidelines will result in the Member being charged a fee.

5.6 Maintenance of Unit Property

- a) No Member shall dispose of garbage in any areas other than those designated by the Co-op, or in the case of properly tagged items, by the City of Guelph. All other items must be disposed of by the Member in an appropriate manner and not stored or left upon Co-op property.
- b) All Members shall be responsible for the maintenance of their exterior property, including, but not limited to: lawn mowing, trash and leaf pick-up, flowerbeds, and sidewalk shovelling.
- c) Members with dogs must keep their unit exterior free of excrement, and follow City of Guelph stoop and scoop By-laws in all common and public areas.
- d) Doors, front or back, are not permitted to be painted by the Member except upon express permission of the Board, and then only in the existing door colour. No other colours will be permitted.
- e) It is the Member's responsibility to report to the Office any maintenance issue that poses a hazard to other Members of the public. In the case that this issue has been caused by a Member or a Member's alteration of the unit exterior, the Member will be charged for required repairs.
- f) Members who fail to comply with the above will be charged a fee to have these tasks completed for them.

5.7 Misc Items

- a) No satellite shall be installed by the Member without prior permission of the Board. Satellites will not be permitted on the roof under any

circumstance. Any satellite found to be in violation of this will be removed at the Member's expense.

- b) In all cases, the Member shall comply with the City of Guelph property standard guidelines (See attached Schedule A). Where a Member is unwilling to comply, a fee will be charged to the Member to have any tasks completed in order to return the unit exterior up to City standards.
- c) No Member alterations shall endanger another Member or the public. In any instance where this is found to be true, the situation will be remedied by the Member or at the Member's expense.
- d) According to City of Guelph By-laws, no barbecues will be allowed on upper decks or balconies. All barbecues must be operated a safe distance away from units and fences. All propane tanks must be stored outside, and not within a unit.
- e) Indoor furniture is not allowed to be used for outdoor purposes. Nor is it to be stored in front or back yards of units.
- f) Pools are not to be allowed on decks or balconies at any time, under any circumstance. Common areas may be utilized for children's wading pools. All pools in common areas must be emptied if not attended by a supervising individual.
- g) Upon move-out, it is the Member's responsibility to restore unit exterior to its original state. Where this task is completed by the Co-op on the Member's behalf, the Member will be charged back a fee against their deposit.
- h) There will be no grandfathering of non-compliant structures. These are to be removed by the Member, or at the Member's expense.
- i) The Board reserves the right to deny any exterior unit alterations. Where this is the case, it is up to the Member to return the unit exterior to an acceptable condition, or this will be done for the Member at the Member's expense.

Article 6: Supplies and Equipment

6.1 Inventory

- (a) The Maintenance Committee will keep an accurate inventory of all tools, equipment and appliances and a maintenance record of all equipment. In the case of landscape and gardening equipment, this responsibility may be delegated to a Landscape Committee.
- (b) The Maintenance Committee will be responsible for maintaining a sufficient quantity of each type of material and for maintaining an up-to-date list of the products kept in stock.

6.2 Access

- (a) Only the Co-ordinator and Maintenance Committee representatives will have access to supplies and equipment.
- (b) A register of supplies and equipment issued is to be maintained. Supplies and equipment will be checked out and through the Co-ordinator or Maintenance Committee representatives.
- (c) Maintenance tools and supplies owned by the co-op may be borrowed by members, but must be promptly returned. The Maintenance Committee may determine from time to time any conditions that may be applied to the borrowing of Co-op equipment.
- (d) Members signing out equipment will be financially responsible for the repair or replacement of the equipment is lost or damaged while they are responsible for it.

6.3 Appliances

- (a) Co-op owned appliances and their accessories belonging to the co-op. They may not be removed or moved from one unit to another, or replaced without prior written permission from the co-op.
- (b) The co-op is responsible for maintaining co-op owned appliance in working order and replace them, as necessary.
- (c) Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, in accordance with the recommendations of the manufacturer.

- (d) Damage to any appliance that is caused by the failure of the member to carry out these responsibilities or otherwise caused by the member's neglect or abuse, will be repaired by the co-op at the member's expense.
- (e) Members may install additional appliances without consulting the co-op provided no structural alterations are required to do so. If structural alterations are required, they must be approved, in advance by the Maintenance Committee in accordance with Article 5 of this bylaw.

Article 7: Inspection Policy and Procedure

7.1 Timing of Inspections

Inspections will take place when each member moves in or out and also annually.

7.2 Inspectors

Two Maintenance Committee representatives will do all unit inspections.

7.3 Move-Out Inspections

- (a) In the case of a member moving out, the member will be asked to be present at the inspection and will be given notice of the inspection. Members should have the option to reschedule if the proposed time of the inspection is inconvenient for them.
- (b) The inspectors will evaluate any damage and inform the member of any work to be completed before move-out (as well as any expenses that may be charged to him/her).
- (c) Any repairs that are determined to be the co-op's responsibility should be done before move-out.
- (d) Where a member is responsible for repairs, a follow-up inspection will take place within thirty days to ensure that the repairs have been completed. If they have not been completed, the co-op will arrange for the work to be done and the members will be charged for the expenses incurred.

7.4 Move-In Inspections

The move-in inspection will be carried out in the presence of the new member, preferably prior to move-in. Both the new member and the co-op will sign a report on the condition of the unit.

7.5 Annual Inspections

- (a) Annual inspections are to be conducted on each unit. The member will be given at least 48 hours notice of the inspection. The Maintenance Committee should also explain its purpose and value. Members should have the option to reschedule if the proposed time of the inspection is inconvenient for them.
- (b) The inspectors will evaluate any damage and inform the member(s) of any work to be completed by them.
- (c) Any repairs that are determined to be the co-op's responsibility should be done as promptly as possible.

7.6 Inspection Forms

- (a) Unit Inspection Forms will be approved from time to time by the Maintenance Committee and will be used to document any inspections of member units. Different forms shall normally be used for each unit size and style.
- (b) Completed forms shall be kept in Maintenance Unit files. Copies of the completed forms shall be made for the Maintenance Committee and the member (in the case of move-out/move-in inspections, copies shall be given to both the outgoing and incoming members).

Article 8: Key Policy

8.1 Purpose of Policy

In order to assure the privacy of members and the protection of the co-op buildings and equipment, it is important to control over distribution of keys. This procedure establishes the guidelines for this control.

8.2 Community Centre

Every member household will be given a key to the community centre in order to allow them to pick up forms and use the laundry facilities. Community centre keys will also be given to any co-op employees and the co-op bookkeeper.

8.3 Meeting Room & Photo Copy Room

Meeting Room keys will be given to the Treasurer, Committee chairs and community centre cleaners. Members who book the meeting room for personal use (signing a Community Centre Use Agreement) may borrow a key before their event and return it immediately afterward. Meeting room keys are not to be duplicated without permission. Meeting Room keys will also be given to any co-op employees and the co-op bookkeeper.

8.4 Office

Office keys will be given to the Treasurer, co-op employees, and the co-op bookkeeper. Office keys may not be copied.

8.5 Units

- (a) Two keys per unit shall be issued to the member(s) occupying the given unit at time of move-in. This key and any duplicates must be returned at time of move-out.
- (b) A copy of all unit keys will be held in a locked box within the office. Access to this box will be restricted to the Co-ordinator and to the Treasurer.
- (c) Should the member(s) wish to change the lock(s), a Work Request should be submitted to the co-op office. If a lock is changed or added, a copy of the key must be delivered to the Co-op office. Extra locks must remain in place if the members vacate.
- (d) Members accidentally locked out of their units may obtain assistance from either the Co-ordinator (during office hours) or co-op officers designated by the Board of Directors. Members or their children may be asked to show identification if the designated officer does not know them.

- (e) Members are strongly advised to give a copy of their unit key to a neighbor or friend, in the event that neither the Co-ordinator nor the designated co-op officer is available. In the event that a locksmith has to be called to gain access to a unit, the expense for this service call will be charged to the member.
- (f) The officer designated by the Board shall not be required to give access for maintenance purposes.

8.6 Mailboxes

- (a) Every member household will be given one key to the mailbox for their unit at the time of move-in. This key and any duplicates must be returned at time of move-out.
- (b) A copy of all unit keys will be held in a locked box within the office.

8.7 Recording Key Distribution

- (a) Records of the distribution of unit, mailbox and community centre keys shall be kept by means of a signed key distribution form. Records of distribution of office and meeting room keys will be recorded through signatures in a key log.
- (b) If members are accidentally locked out of their unit and borrow the co-op copy of their unit key, they must sign a log located in the key box (both when they take the key and when they return it).

Article 9: Parking Policy

9.1 Assignment

- (a) Each unit will be given one designated parking space. That space will be numbered the same as the unit.
- (b) Parking spaces for visitors will be marked as such and will be used by visitors only, in accordance with Municipal By-laws.

9.2 Requesting Additional Parking

- (a) Additional parking spaces will be marked as A1, A2, A3, A4 and A5. When an additional parking space is desired, an application must be made, dated and filed with the office.
- (b) Additional spaces will be assigned in this order to the point where extra spaces are filled.
- (c) The cost for additional spaces will be determined by the Membership at the time when the Annual Budget is approved.
- (d) Additional parking spaces are not transferred to a new member.

9.3 Oversized Vehicles

No oversized vehicles will be permitted permanent parking. Oversized vehicles will be identified in accordance to Municipal By-laws in the City of Guelph.

9.4 Abandoned & Non-Operational Vehicles

Abandoned vehicles may be towed away at the owner's risk and expense. All vehicles on Co-op property must be properly licensed, ie. Plated and with a current registration sticker. All vehicles must also have current insurance coverage. Vehicles not in working order may stay on the Co-op property for seven (7) days, unless otherwise approved by the Board of Directors. If the vehicle cannot be repaired in this time frame, the office must be notified in writing and the vehicle removed.

9.5 Company Vehicles

No company vehicles will be permitted to park in the additional parking spaces or visitor parking spaces. They must be parked in the unit allotted space.

Article 10: Pet Policy

10.1 Introduction

It is the policy of this co-operative that ownership of a household pet is a privilege not a right. This privilege, once given, may be taken away with explanation, by a vote of the Board of Directors.

This policy recognizes that the companionship of an animal can contribute to a person's sense of well-being. It also recognizes that pet owners who fail to bring appropriate attention and diligence to the care of their pets, can cause aggravation to other members and interfere with their quiet enjoyment of their homes.

10.2 Limitations

- (a) There is a limit to the number of four-legged animals that can be easily accommodated in a 44-unit project. That limit is no more than two (2) such animals as a household pet. The Board of Directors will endeavor to show compassion when considering requests by a member household to keep more than two (2) such pets.
- (b) Members shall not keep vicious animals. The Board of Directors, on a case-by-case basis, will settle disputes concerning these determinations.
- (c) The Board of Directors, on a case-by-case basis, will consider requests to keep exotic pets. Consideration will take into account the members' ability to provide humane and appropriate housing.

10.3 Noise & Control

- (a) Pet owners must not allow their pet(s) to create a nuisance or noise inside or outside their residence that will cause a disturbance to any other member.
- (b) No animals are permitted to roam free.
- (c) All cats & dogs must be spayed or neutered. Pet owners must provide documentation to the office.
- (d) Animals must be leashed and under the member's control, when on communal co-operative property. Even when on a leash, animals may not be left unattended outside a unit for more than two (2) hours.
- (e) Animals are to be restricted within the unit boundaries, except when being accompanied for exercise off the co-operative property.

10.4 Clean Up & Damage

- (a) Pet owners are expected to clean up or repair damage after their pet(s) immediately after any mess is created or damage done. Wooden decks (upper & lower) are not to be used as pet toilet facilities. All cat owners must provide indoor facilities (litter box) for their cats. There is to be no accumulation of mess inside of yards.
- (b) Pet owners who permit or encourage their pet(s) to mess within the unit, outside of a litter box, will be financially responsible for any damages and related repair costs.

10.5 Humane Society

Animal Control will be called in to deal with any stray animals found wandering loose on co-operative property.

10.6 Member Disputes

- (a) Members are expected to resolve disputes over compliance with these regulations between themselves. Members who are unable to do so may request assistance in resolving a dispute by submitting a written complaint to the office. The written complaint will be referred to the Board of Directors who will make a determination as to whether or not the complaint is the business of the co-operative and what if any action should be taken. Complaints referring to the same occurrence on the same day will be treated as one and the same complaint.
- (b) If the Board determines that an infringement of this policy has occurred, a written warning will be given to the pet owner. If a second complaint is received the member will receive another written warning. If there is a third complaint the member will be called to a meeting of the Board to discuss whether they should be given a notice to vacate the unit due to violation of the Housing Agreement.

Article 11: Community Centre Use Policy

11.1 Introduction

The Community Centre forms an integral part of Wyndham Hill Co-operative Homes Inc. It is regarded as an “extension” to our members homes. It is available, therefore for the use of all members. It’s usage may involve a variety of activities such as; a drop-in area, games/play area, family gatherings, a meeting space, private functions, etc.

11.2 Priorities

The Community Centre may be reserved for any co-operative activity, or used by other housing co-operatives and sector organizations, by community organizations, or by individual members of this co-operative. Requests will be dealt with in accordance with the following priorities:

1. Internal co-op business, such as Board and co-op committee meetings.
2. Internal co-op social events such as children’s movie nights.
3. Internal private member functions such as children’s birthday parties, baby showers, etc.
4. External co-op sector events such as COCHF workshops, AGM meetings etc.
5. External non-profit organization events.
6. Other groups.

11.3 Approval Criteria and Procedures

Approval for the use of the Community Centre will be given to individuals or organizations whose principles, goals and objectives are compatible with those of Wyndham Hill Co-operative Homes Inc.

Requests for the use of the Community Centre will be made in writing through the co-operative office and are subject to the approval of the Board of Directors. Requests will be considered, in accordance with the established priorities, on first come first served basis. Approval for requests will not be confirmed until a signed rental agreement and deposit have been received by the co-operative office.

11.4 Rental Agreement and Deposit

1. A damage deposit for the Community Centre use has been set at \$100 for members and a \$250 deposit for for-profit organizations or non sector related rentals.
2. A rental fee of \$10 per day will be charged to members using the facility and a \$50 rental fee will be charged to other organizations that are for profit or are not sector related members.
3. The Community Centre Rental Agreement is a part of this policy.
4. At the signing of the Community Centre Rental Agreement, the member will provide the co-op with the deposit in the form of a personal cheque payable to Wyndham Hill Co-operative Homes Inc.

The deposit will be returned to the member after satisfactory inspection of the premises has been completed and the key has been returned to the co-op.

5. Damage to the Community Centre or furnishings made by the member, their family or guests, will be repaired by the member. If the member does not make the repairs the co-op will complete them and the cost deducted from the member's deposit. Any costs above the deposit will be billed directly to the member.
6. Board meetings, committee meetings, committee activities or co-op social events do not require the signing of the rental agreement or payment of deposit. A representative of the Board and individual committees will be responsible to update the community centre calendar of activities to avoid conflicts with other scheduled events.
7. Requests will be limited to the following: community centre meeting room, kitchen and washroom. The office and photocopy room are not available to any individuals or organizations.

11.5 Youth Activities

Youth activities in the community centre are welcomed, however, all youth activities must be supervised by a co-op member who has been approved by the Board of Directors. Youth may recommend to the Board of Directors a co-op member (18+) whom they wish to supervise their activities in the community centre.

11.6 Legal Responsibilities

1. The member agrees to observe the fire regulations and will restrict the number of people present in the community centre to thirty (30).
2. The member is responsible for the community centre from the time the keys are issued until the keys are returned to the issuing Board member.
3. Alcoholic beverages may not be served in the community centre.

11.7 Adhering to Other Co-operative By-laws

1. The member is required to advise their guests of any by-laws, policies or guidelines that may affect the co-op property or the rights of other members in relation to the use of the community centre.
2. Children must be supervised at all times by an adult member.
3. No smoking at any time.
4. Posters and other decorations are to be fastened with masking tape or other non-marking removable adhesive. All adhesives are to be removed after the function. Thumbtacks, stickpins or scotch tape may not be used.
5. The member will sort and remove all garbage accumulated during the function and will have the community centre cleaned no later than 12:00 p.m. (noon) the day following the function. The only exception will be if the co-op has a function planned prior to 12:00 p.m.

11.8 Inspection and Refund

1. The Community Centre Inspection Report is part of this policy.
2. A Board member will ensure the satisfactory condition of the community centre when the keys are issued to the member.
3. The community centre will be inspected when the keys are returned to the issuing Board member.
4. The co-op is not responsible for any lost or stolen property.

Community Centre Rental Agreement

Between: Wyndham Hill Co-operative Homes Inc. (herein called "the co-op")

And

The Member: _____

The member has requested the use of the community centre for:

Date: _____

Time: _____

Type of Event: _____

Deposit: (\$100) _____
(refundable)

Rental Fee: (\$10) _____
(non-refundable)

Conditions:

1. The member has read the Community Centre Use Policy and agrees to abide by it.
2. The member has paid the damage deposit and rental fee.
3. The member will be present throughout the event.
4. At the time keys are picked up from the Board member, an inspection will be completed with the member.
5. After the keys are returned and the final inspection has been completed and there are no charge backs to the member, the deposit will be returned on the first business day.

Signature of Member:

1. _____	Date: _____
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Signature for the Co-operative

By: _____	Date: _____
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**Wyndham Hill Co-operative Homes Inc.
Community Centre Inspection Report**

Member: _____ Signature: _____

Date of Event: _____

Date of 1st Inspection: _____

Inspector: _____ Signature: _____

1 st Inspection Report	Satisfactory (yes/no)	Comments
Bookshelf/white board		
Kitchen area (floor)		
Counters		
Fridge/microwave		
Small appliances		
Chairs/tables		
Carpet		
TV-VCR		
Washroom		
Sliding door/blinds		
Computer/downstairs		Off Limits

Date of Final Inspection: _____

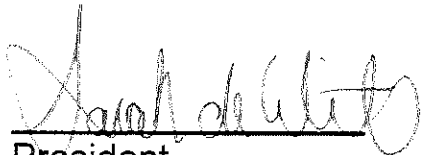
Inspector: _____

Bookshelf/white board		
Kitchen area (floor)		
Counters		
Fridge/microwave		
Small appliances		
Chairs/tables		
Carpet		
TV-VCR		
Washroom		
Sliding door/blinds		
Computer/downstairs		Off Limits

Please use reverse side for additional comments.

CERTIFIED to be a true copy of By-law 11 of Wyndham Hill Co-operative Homes Inc.

Passed by the Board of Directors at a meeting held on January 8, 2014 and confirmed by a 15% majority vote of members present at a General Meeting held January 19, 2014


President


Corporate Secretary

By-law 11 - Schedule A

THE CORPORATION OF THE CITY OF GUELPH

By-law Number (2008)-18552

A By-law regarding the maintenance of land in a clean, clear and safe condition, and adopting Municipal Code Amendment # 462 which amends Chapter #220 of the Corporation of the City of Guelph's Municipal Code. (Yard Maintenance By-law)

WHEREAS pursuant to Sections 10, 127 and 128 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may pass by-laws respecting the health, safety and well-being of persons, requiring the cleaning and clearing of land or clearing of refuse and debris from land, and prohibiting and regulating with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances; and

AND WHEREAS the Council of the Corporation of the City of Guelph deems it desirable to regulate the maintenance of land in order to enhance the quality of communities and/or neighbourhoods, to protect the health, safety and well-being of the public and to ensure the continued enjoyment of property for residents and property owners of the municipality;

AND WHEREAS the Council of the Corporation of the City of Guelph deems a public nuisance to include weeds or grass more than 20 centimetres in height, a motor vehicle or trailer that is not licensed with a current validated license plate, animal excrement and naturalized areas which are encroaching onto adjacent properties;

AND WHEREAS pursuant to Section 446 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, if a municipality has authority to direct or require a person to do a matter or thing, the municipality may also provide that in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and that the municipality may enter upon land at any reasonable time for such purposes, and further that the municipality may recover the costs of doing such matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF GUELPH ENACTS AS FOLLOWS:

Short Title

- 1.1 This by-law may be cited as the "Yard Maintenance By-law".

Definitions

- 2.1 "City" means the Corporation of the City of Guelph;
- 2.2 "Naturalized Area" means a landscape area that has been deliberately implemented to produce ground cover which consists of one or more species of wildflowers, annuals, perennials, shrubs and grasses or a combination thereof;

- 2.3 "Officer" means a police officer or person appointed by by-law to enforce the provisions of this By-law;
- 2.4 "Owner" means a registered owner of land, or any person in control of land, including a lessee or an occupant thereof;
- 2.5 "Refuse" means any article, thing, matter, substance or effluent that:
- a) has been cast aside, discharged or abandoned;
 - b) is discarded from its usual and intended use; or
 - c) is used up, in whole or in part, or expended or worn out in whole or in part,
- and shall include domestic, construction or industrial waste, and provided further that waste does not cease to be refuse by reason that it may be commercially saleable or recyclable; and
- 2.6 "Zoning By-law" means City of Guelph By-law Number (1995)-14864, as amended from time to time, or any successor thereof.

General Standards

- 3.1 Every Owner shall ensure that his or her land is kept free and clear of any:
- 3.1.1 weeds or grass that are more than 20 centimetres (8 inches) in height;
 - 3.1.2 Refuse, garbage, rubbish, salvage or other debris;
 - 3.1.3 ice-box, refrigerator or freezer that is not located within a building;
 - 3.1.4 wrecked, dismantled, abandoned or inoperable appliance, machine, shopping cart, vehicle or trailer, or any portion thereof;
 - 3.1.5 motor vehicle or trailer that does not display a valid licence plate and corresponding current validation sticker issued for such motor vehicle or trailer by the Ministry of Transportation Ontario or an extra-provincial government agency;
 - 3.1.6 hedge, tree or branch located on private property that is likely to hinder pedestrian traffic on a public sidewalk; and
 - 3.1.7 animal excrement.
- 3.2 Every Owner of land shall ensure that:
- 3.2.1 all steps, pedestrian walkways, driveways, parking spaces and other similar areas on their land are maintained so as to afford clear, unobstructed and safe passage by pedestrians and vehicles;
 - 3.2.2 any Naturalized Area on their land does not encroach above or onto any adjacent property; and

3.2.3 where any Naturalized Area on their land is located within a sight line triangle, as defined by the Zoning By-law, such Naturalized Area complies with the maximum height regulations in the Zoning By-law respecting sight line triangles.

Exemptions

- 4.1 Section 3.1.1 of this By-law does not apply to a Naturalized Area.
- 4.2 Sections 3.1.1 and 3.1.7 of this By-law do not apply to land permitted an agricultural use, pursuant to the Zoning By-law.
- 4.3 Sections 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5 of this By-law do not apply to the extent that the matter prohibited therein is necessary for the operation of a business enterprise lawfully situated on the property pursuant to the Zoning By-law.
- 4.4 This By-law does not apply to land owned by the City.

Administration and Enforcement

- 5.1 a) An Officer may enter upon land, at any reasonable time, for the purpose of carrying out inspections of or on such land to determine whether or not the following are being complied with:
 - i) the provisions of this By-law;
 - ii) a notice sent pursuant to this By-law; or
 - iii) an order made under section 431 of the Municipal Act, S.O. 2001, c.25, as amended from time to time, or any successor thereof.
- b) Without limiting clause (a), for purposes of an inspection pursuant to clause (a), an Officer may:
 - i) require the production for inspection of documents or things relevant to the inspection;
 - ii) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - iii) require information from any person concerning a matter related to the inspection; and
 - iv) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 5.2 No person shall hinder or obstruct, or attempt to hinder or obstruct, any Officer or other person exercising a power or performing a duty under this By-law.
- 5.3 An Officer may by written notice sent to one or more Owners of the land, direct the said Owner or Owners, within the time specified in the notice, which shall be not less than two (2) calendar days from the date of deemed service of the notice as set out herein, to bring the land into compliance with the provisions of this By-law.

- 5.4 a) Every notice to an Owner of land, as set out in section 5.3, shall be hand-delivered to the said Owner, or sent by mail, courier, facsimile transmission or email transmission to the Owner, or left for the Owner at his or her address, provided that:
- i) Notice sent by mail or courier or left for the Owner shall be sent to or left at the address of the Owner shown on the last revised assessment roll or to the address of the Owner last known to the City; and
 - ii) Notice sent by facsimile transmission or email transmission to the Owner shall be sent to the facsimile number or email address of the Owner last known to the City.
- b) Service of the notice on an Owner in accordance with section 5.4 shall be deemed to be good and sufficient service of the notice on the said Owner:
- i) in the case of hand-delivery or leaving the notice for the Owner, on the date of such delivery;
 - ii) in the case of mail, on the seventh (7th) calendar day after posting the mail;
 - iii) in the case of courier, on the second (2nd) business day after depositing the notice with the courier; and
 - iv) in the case of facsimile transmission or email transmission, on the day of sending the facsimile transmission or email transmission, if sent prior to 4:30pm on a business day, or on the next business day if sent after 4:30pm or sent on a day other than a business day;

5.5 In addition to section 5.4, a copy of the notice may be posted on the land.

5.6 a) Where a notice identified in section 5.3 of this By-law has been served on an Owner in accordance with this By-law, and the said Owner is in default of doing any thing that is required to bring the land into compliance with this By-law, as set out in and within the timeframe specified in the notice, the Chief Building Official or his or her designate may, on behalf of the City, direct City staff, officers or agents to carry out any or all of such work at the expense of such Owner. All costs incurred by the City in relation to such work may be recovered by the City by action against the Owner or, where the notice has been sent to the registered Owner, such costs may, at the discretion of the City Treasurer or his or her designate, be added to the tax roll and collected in the same manner as property taxes.

b) The City, its employees, officers and agents may enter onto the land, at any reasonable time, for the purpose of carrying out the work described in clause (a).

Offence and Penalties

6.1 Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is subject to a maximum fine of \$100,000.

Miscellaneous

7.1 This By-law shall not relieve any person from compliance with any other City By-law in effect from time to time. In the event of conflict

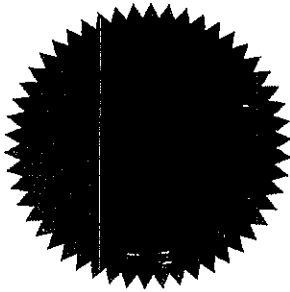
between a provision of this By-law and a provision of any other City By-law, the stricter provision shall apply.


- 7.2 If any provision of this By-law or any part thereof, is found in any Court of law to be illegal or beyond the power of the City to enact, such provision or part thereof shall be deemed to be severable and all other sections or parts of the By-law shall be deemed to be separate and independent thereof and to be enacted as such.

Municipal Code Amendment

- 8.1 This By-law is hereby adopted as Municipal Code Amendment #462 amending Chapter #220 of the Corporation of the City of Guelph's Municipal Code.

PASSED this TWENTY-SEVENTH day of MAY, 2008.





KAREN FARBRIDGE - MAYOR



TINA AGNELLO - DEPUTY CLERK