This is **Exhibit "C"** mentioned and referred to in the

Affidavit of Rosell Kerr

Affirmed this 06th day of June 2025

Julian Castro Ortiz

Julian Castro Ortiz (Jun 6, 2025 13:39 CDT)

…………………………………………..

A Commissioner for Taking Affidavit
Julian Castro Ortiz
Barrister and Solicitor LSO #77258V

Harry Sherman Crowe Housing Co-operative

51 The Chimneystack Road, North York, Ontario, M3J 3L9. Tel: 416-736-8889, Fax: 416-736-9972

November 30, 2020

Sarah Power, Housing Development Officer
Housing Secretariat, City of Toronto
55 John St. 7th floor, Metro Hall
Toronto ON M6J 3C6

Dear Sarah,

CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE (COCHI) FUNDING

With reference to our letter dated November 12, 2020 regarding COCHI Funding application of Harry Sherman Crowe Housing Co-operative, all required documents were already submitted on November 12, 2020 and confirmation received from the city.

Please find attached quotes received from various contractors, detail of number of quotes as under:
Kindly note that we received (3) three quotes for: 1, Elevator System 2, Town Houses Heating & Cooling and (4) quotes for Common Area Lighting. Plus two (2) quotes for Domestic Hot Water (DHW) Riser Replacement and one quote Building Envelope, due COVID-19 very hard to arrange vendors site visit and also some cost involved for these type of quotes on the basis of quotes & PMC Engineering Solutions estimates, BCA report Stonewell Group Inc, BCA & Energy Audit report WalterFedy plus Building Envelope review by Enerplan Building Consultants you may proceed further.

1. Elevator System	**- (3) Three Quotes**
2. Common Area Lighting	**- (4) Four Quotes**
3. Building Envelope and Walkway	**- (1) One Quote**
4. Town Houses Furnace Replacement	**- (3) Three Quotes**
5. Domestic Hot Water (DHW) Riser Replacement	**- (2) Two Quote**

Please let us know if you need any clarification about the funding application.

Rosell Kerr

Authorized Signature
Rosell Kerr, President Board of Directors
Harry Sherman Crowe Housing Coop

Appendix 3

Quotation Summary Form

You should have at least three (3) current, comparable and competitive quotes. Use the format below to list the quotes. NOTE: Attach copies of all 3 quotes from contractors or suppliers.

SAMPLE	1st/Preferred Quote	2nd Quote	3rd Quote
Quote # 1 Component of Work and rational for preferred quote E.G. Replacement of bathroom showers in 15 units 1st quote selected as qualified and lowest bidder			
Name of Contractor or Supplier			
ABC General Contractor	$30,000		
Springs General Contractor		$33,000	
Lake General Contractor			$36,000

Quote # 1 Component of Work – **Elevator System**			
Name of Contractor or Supplier			
Thyssenkrupp Elevator (Canada) Ltd	$155,102.20+HST		
RK Elevator Services Inc		$250,000.00+HST	
Cantech Elevators Inc			$264,000.00+HST

Quote # 2 Component of Work – **Common Area Lighting**			
Name of Contractor or Supplier			
Powerlink Building Services	$78,200+HST		
Neil Electric		$86,995.00+HST	
KJC Lighting			$90,200.00+HST
Metrosphere Light Crop			$99,800.00+HST

Quote # 3 Component of Work – **Building Envelope and Walkway**			
Name of Contractor or Supplier			
Tradelink Stucco & Construction Inc	$760,100.00+HST		

Quote # 4 Component of Work – **Town Houses Furnace Replacement (Heating & Cooling)**			
Name of Contractor or Supplier			
Furnace AC Solutions	$278,046+HST		
ACS Mechanicals		$292,220.00+HST	
Powerlink Building Services			$399,900.00+HST

Quote # 5 Component of Work – **Domestic Hot water (DHW) Riser Replacement**			
Name of Contractor or Supplier			
POM Plumbing	$406,456+HST		
Tridon Mechanical Ltd		$750,000.00+HST	

NOTE: Attached please find the quotes received from various contractors so far we received (3) three quotes for: 1, Elevator System 2, Town Houses Heating & Cooling and (4) Four quotes for Common Area Lighting. Plus two quotes for Domestic Hot Water (DHW) Riser Replacement and one quote for Building Envelope, due COVID-19 very hard to arrange vendors site visit and also some cost involved for these type of quotes on the basis of quotes & PMC Engineering Solutions estimates, BCA report Stonewell Group Inc, BCA & Energy Audit report WalterFedy plus Building Envelope review by Enerplan Building Consultants you may proceed further.

Quotes for Elevator System

thyssenkrupp Elevator (Canada) Limited
SERVICE PROPOSAL AND CONTRACT

thyssenkrupp

Between thyssenkrupp Elevator (Canada) Limited (hereinafter called "thyssenkrupp Elevator") and Purchaser

Proposal Date	Proposal No.	Pages
November 26th, 2020	JG-NO026-02	1 of 4

thyssenkrupp Elevator Office at:
1200 Aerowood Drive
Mississauga, ON
L4W2S7

On the following Elevating Units:
CAR 1 and 2

Located at:
51 Chimney Stack Road
North York, ON
M3J 3L9

1

We will provide the Materials and Labour for:
thyssenkrupp Elevator is proposing to provide all labour, material, and supervision required to perform the following scope of work during the regular working hours of the elevator trade:

CONTROLLERS

2 GAL Controller 2010 Code compliant
2 Solid State Starter
2 Tape Lining System
2 Hoistway Inspection Station
2 Fire Key Switch, Fire Hat Indicator, and Phase I Instructions at Main Floor Hall Station
2 Elevator Communication Failure Indicator as per 2010 Code
2 Car Top Station
2 Simplex Hoistway Wire Package
2 Simplex Travel Cable Package
2 Generic Fixtures Drawing
2 Installation Maintenance Manual

MACHINES

2 GAL complete Elevator machines including gearbox, motor and sheave

DOOR OPERATORS AND DOOR DETECTORS
2 GAL MOVFR Door operators
2 GAL door detectors

All required submissions to the local governing authority for compliance

engineering.tomorrow.together.

thyssenkrupp Elevator (Canada) Limited

SERVICE PROPOSAL AND CONTRACT

thyssenkrupp

PLEASE NOTE:
The following will have to be completed by owner:
Emergency fire service operation will need to be updated by owner to meet current 2010 code requirements
Upgrade mainline disconnect switch to include auxiliary contact for the purposes of emergency lowering
Install a ground fault circuit interrupter in the machine room and pit area
Climate control unit in machine room

This work will be Completed for the price of:

$155,102.20 **One hundred fifty five thousand one hundred and two dollars-----20**
If accepted by the Purchaser within thirty days of the proposal date

A non-refundable fifty (50%) percent initial payment plus GST/HST, whichever and whenever applicable, shall be paid by you upon your signing of this agreement; the balance shall be paid upon completion, should the work be completed within thirty days. If the work is not completed within thirty days, payment of the balance will be due at the end of each month during the progress of the work to cover the proportional value of the materials delivered and work performed and also when the elevator units are placed into service. Any monies more than thirty days overdue shall bear interest at 2% per month (24% per annum). We reserve the right to discontinue our work at any time until payments have been made as agreed. All sales taxes with the exception of Goods and Services / Harmonized Sales Tax (GST/HST)*, permits and license fees applicable to our work as of proposal date, will be paid by us and you agree to pay all increases of same and other levies related to the work. The terms and conditions attached hereto are part of this agreement. This proposal, including any changes hereto signed by both of us, shall constitute the entire contract between us, when signed by you and subsequently approved by us. Our quotation is submitted with the understanding that any contract resulting from this bid will be in accordance with thyssenkrupp's standard terms and conditions and will be mutually acceptable by all parties.

In the event this agreement is cancelled, we shall be entitled to payment of non-refundable down payment and any additional costs incurred for material purchased and work performed exceeding the down payment amount.
***The Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) whichever is and whenever applicable is to be billed as an extra to the Contract price.**

thyssenkrupp Elevator	Purchaser Acceptance
Presented By: Jo Ann Gavin thyssenkrupp	Please sign and send two (2) copies to the thyssenkrupp Elevator District Office indicated above. One copy with thyssenkrupp Elevator's signed approval will be returned.
thyssenkrupp Elevator (Canada) Limited Approval	Company Name:
Title: Account Manager, Toronto West	Name and Title:

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thyssenkrupp Elevator (Canada) Limited
SERVICE PROPOSAL AND CONTRACT

thyssenkrupp

Signed:	Date:	Signed:	Date:

thyssenkrupp Elevator (Canada) Limited
SERVICE PROPOSAL AND CONTRACT

thyssenkrupp

Terms and Conditions

Insurance Workmen's compensation and bonds: Certificates of our bodily injury, property damage liability insurance and our compliance with workmen's compensation requirements will be furnished to you on request. The premium for any insurance beyond our standard coverage will be extra to the contract price. A performance bond and/or material and labour payment bond will be provided if required, subject to the payment by you of the premium for the bond(s).

Maintenance service: If maintenance service is included in this contract, it will consist of periodic examination, lubrication, adjustments and the repair or replacement of any parts necessitated by wear and tear of normal usage and will commence for each elevating unit when the unit is placed into service, unless otherwise specified herein or subsequently arranged.

Schedule: Our schedule for the work, stated herein or elsewhere, represents the realistic plan, which we intend to fulfill. We will not be liable for direct or indirect damages for failure to complete all or any part of the work by a specific date. Unless otherwise stated, our work will be performed during regular working hours of the trades involved and if overtime is mutually agreed upon, it will be at extra charge at our normal billing rate.

Assignment: You will not assign this contract or benefit thereof without our consent in writing.

Code standards: We will comply with applicable provincial statutes and regulation and CSA Elevator code in effect at the proposal date.

Work by others: Except as stated herein, this contract does not include work normally done by other trades, including but not limited to the following: the provision of or alteration to hoistway and machine room to meet legal requirements; cutting, building in and making good walls, floors or enclosures to accept and properly support the elevating equipment; the removal or alteration of non- elevator equipment from the hoistway or machine room if required; protective barriers as required for working areas outside the hoistway and machine room; adequate power services for the operation of the elevator equipment; required permanent lighting and power outlets in the machine room and pit; heating and ventilation in machine room to maintain temperature between 10c and 32c.

Title and Ownership: We retain the title to the equipment covered by this contract until all payments have been made and as security therefore only and in case of your default in payment, we may take possession as allowable by law and remove all or part of such equipment, without prejudice to our other rights.

Warranty: We warrant the materials provided and the work performed by us under this contract against defects in material and workmanship for a period of one year from the date the elevation unit is placed into service and we will make good any such deficiency by repair or replacement during normal working hours, subject only to a charge for traveling time and expenses if more than one hundred miles from our nearest District office, provided that you give us prompt notice of any defect. This warranty does not include repairs or replacement made necessary by the wear and tear of normal use, or by misuse, accidental damage or lack of proper maintenance, nor does this warranty obligate us to pay for work done by others.

Liability: We are not an insurer and we accept no liability for damage to property or for injury to or the death of any person except for damage, injury or death, which may result directly from negligence or the negligence of our employees and with exception aforesaid, you agree to indemnify, defend and hold us harmless from any such claim. In any event we shall not be liable for consequential damage, including loss of use by reason of the failure of the elevating device(s) or parts thereof. The Purchaser hereby waives any and all rights of Subrogation as against thyssenKrupp Elevator.

Accommodation: You agree to provide a safe working area and a dry secure space for our tools and equipment as it arrives on site until its installation. Should loss of or damage to our material, tools or work occur at the building you shall compensate us therefore, unless such loss or damage results from our own negligence. You agree to provide at your expense, electrical power for our tools and lights, as well as washroom facilities for our workmen. We agree to abide by all reasonable working regulations and safety requirements as may apply in your building and to carry out work with due regard for the normal usage of the building, provided that our work is not delayed thereby.

Initials ______

QUOTE

RK Elevator Services Inc.

9 Cross Hill Road, Scarborough, ON M1T 3E3
Phone: (647) 885-7538
rchen@rkelevatorservices.com
www.RKelevatorservices.com

NOVEMBER 27TH, 2020

TO:
Attn: Frank Lin, P.Eng PMP, Project Director
180 West Beaver Creek Road, Richmond Hill, ON L4B 1B4

2

DESCRIPTION	Qty	UNIT ($)	AMOUNT ($)
Job Site: 51 The Chimneystacked Road, North York ON, M3J 3L9			
- Full elevator modernization for car's 1 and 2	2	125,000.00	250,000.00
*Elevator cab interior and work, estimated $70,000 by others not included			
PRICE VALID FOR 60 DAYS			
SUBTOTAL			250,000.00
HST 835199795 (13%)			32,500.00
		TOTAL AMOUNT	282,500.00

Cantech Elevators Inc.

Elevator Service & Modernization Specialists

November 23, 2020

Harry Sherman Crown Housing Co-operative Inc.
51 The Chimneystack Road
North York, Ontario M3J 3S9

Attention: Mr. Kaleem Mohammad

Subject: 51 The Chimneystack Road
Elevator Modernization R.F.P.

3

Dear Mr. Kaleem Mohammad,

Enclosed for your review is our bid for the elevator modernization project at Harry Sherman Crown Housing Co-operative Inc., located at 51 The Chimneystack Road, North York, Ontario.

We specialize in elevator modernization/maintenance services and pride ourselves in quality installations and adhering to project schedules. We've recently completed similar elevator modernization projects a number of other Co-Operative Housing sites. Most recently, we are working at Las Americas Co-op at 1185 Vanrose Street in Mississauga. We would be pleased to provide you with several Co-operative references if required.

We appreciate being invited to quote the elevator modernization project work at your building, and would welcome the opportunity to discuss the project in greater detail.

Please call us to arrange a mutually convenient meeting, or if you have any questions.

Yours truly,
Cantech Elevators Inc.

Michael Leitch, P.Eng.
Vice President

Encl.

2201 Brimley Road, Unit #7 • Scarborough, Ontario M1S 4N7 • Tel: 416-754-3556 • Fax: 416-754-3945

Our bid to modernize the two (2) elevators (TSSA No. 68432 & 68433) located 51 The Chimneystack Road (Harry Sherman Co-operative), is provided with reference and adherence PMC Engineering's Specifications for Las Americas Co-operative in Mississauga.

The elevators in these two facilities have virtually identical applications; speed, capacity, layout and OEM (original equipment Manufacturer). The main difference being the Harry Sherman Co-operative has one additional floor served by the elevators.

Our proposal considers that the following work elements will be supplied as additional to our scope-of-work at estimated of $60,000 plus HST:

1. Elevator Cab Interiors – direct with a subcontractor.
2. Alterations to Electrical, Fire and Life Safety, Emergency Power and HVAC systems as may be required to accommodate the modernized equipment.

MODERNIZATION:

Our price to Lump Sum Price to complete all of the Work, excluding HST, under this contract is: 3

Two Hundred Sixty-Four Thousand ——— xx/100 Dollars,
($264,000.00) HST Extra.

MAINTENANCE:

Our monthly Interim Maintenance Price is **$780.00, HST Extra**
Our monthly 5-year Maintenance Price is **$780.00, HST Extra,** (subject to annual escalation, capped at 3% maximum per year).

SCHEDULE:

See attached project schedule for this modernization.

Our bid has been prepared with reference and adherence to the Technical Elevator Modernization Specifications (General and Maintenance) produced by PMC Engineering Solutions for Las Americas Co-Operatives Homes Inc., as applied to the as-built site conditions of the elevators located in the Harry Sherman Crown Co-Operative Homes Inc., including Addendum #1 (replace elevator Safeties).

Project Schedule

Building Address: 51 The Chimneystack Road, North York

Weeks per car = 8
Material Lead (weeks) 12

Work Element	Date	Days	Weeks
Contract Award	November 30, 2020	0	0
Order Date	December 14, 2020	14	2
Material Delivery	March 8, 2021	98	14
Car 1 Completion	May 3, 2021	154	22
Car 2 Completion	June 28, 2021	210	30
Anticipated Duration from Award			[redacted]

Note: Award date shown is approximate.

Project Schedule

Building Address: 51 The Chimneystack Road, North York

Work Element	2020-11-30	2020-12-07	2020-12-14	2020-12-21	2020-12-28	2021-01-04	2021-01-11	2021-01-18	2021-01-25	2021-02-01	2021-02-08	2021-02-15	2021-02-22	2021-03-01	2021-03-08	2021-03-15	2021-03-22	2021-03-29	2021-04-05	2021-04-12	2021-04-19	2021-04-26	2021-05-03	2021-05-10	2021-05-17	2021-05-24	2021-05-31	2021-06-07	2021-06-14	2021-06-21
Contract Award																														
Site Take Off																														
Order Date																														
Material Lead Time																														
Material Del. To Site																														
On-Site Work Car 1																														
On-Site Work Car 2																														

Anticipated Duration from Award

Note that the Schedule above is approximate based on the following:

- an assumed award date, Letter of Intent or CCDC 2, as indicated
- anticipated or typical supplier delivery lead-times (vary based on order date and plant loading)
- no unforeseen site conditions or interuptions
- based on present work back log and awards on hand (status may change with award date)
- projected dates may be impacted by COVID 19 delays

Quotes for Common Area Lighting

POWER LINK BUILDING SERVICES

Unit 47, 50 Great Gulf Dr. Vaughan ON, L4K 07K
Tel: (416) 876-5188; E-Mail: account@powerlinkbs.ca
HST#750761918RT0001

QUOTATION

Quote #:	20-18	To:	Harry Sherman
Date:	20-Nov-20	Attn.:	Mohammad Kaleem

1

REF: LED lighting Retrofit at common area
Address: 51 The ChimneyStack Road, Toronto

Item	Description of work	Qty	Unit Price	Extended Price
1	Supply and install LED lights per consultant PMC lighting Schedule.	Lump Sum	N/A	$ 75,000.00
2	Disposal and recycle	1	N/A	$ 1,200.00
3	Incentive application	1	$ 1,000.00	$ 1,000.00
4	ESA field evaluation	1	$ 1,000.00	$ 1,000.00
			Total Price (HST Extra):	**$ 78,200.00**

Exclusion:

Quoted by:

TW

Terry Wang, Vice President

O'Neil Electric

PROPOSAL - 31 The Chimneystack Road

#	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Proposed Retrofit Case: Replacement Fixture (Manufacturer / Model Number)	Number of Fixtures	Input Watts per Fixture (W)	Total Connected Power (kW)	Total kWh
1	Interior Floor 2 - Floor 8	8760	2 Lamp 13W CFL 2 PIN Wall Sconce	2	189	26	4.91	43,047	2 Lamp Earthtronics LA15840EF24 (810 Lumens)	189	19	3.591	31,457
2	Interior Floor 2 - Floor 8	8760	2 Lamp 18W CFL 120V 11 Inch Ceiling Fixture	2	49	36	1.76	15,453	Orbitech 1701-12RH 40K (1692 Lumens)	49	15	0.735	6,439
3	Garbage Chute - Ground Floor - Floor 8	8760	2 Lamp 32W T8 120V 4 FT	2	8	59	0.47	4,135	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	8	45	0.360	3,154
4	Ground Floor - Lobby and Entrance	8760	2 Lamp 18W 120V 8 Inch Potlight	2	40	36	1.44	12,614	Orbitech ORT PLRC8-4KWH c/w OT-8LIMB (driver) (750 Lumens)	40	12	0.480	4,205
5	Ground Floor - Wall Sconces	8760	2 Lamp 13W CFL 2 PIN Wall Sconce	2	20	26	0.52	4,555	2 Lamp Earthtronics LA15840EF24 (810 Lumens)	20	19	0.380	3,329
6	Ground Floor - Corridor	8760	2 Lamp 32W T8 120V 4 FT	2	3	59	0.18	1,551	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	3	45	0.135	1,183
7	Ground Floor - Community Room	8760	4 Lamp 40W T12 120V 2X4	4	27	148	4.00	35,005	4 Lamp Earthtronics LT81784OA (2200 Lumens) c/w 4 Lamp 120V Ballast	27	56	[illegible]	[illegible]
8	Ground Floor - Community Room	8760	2 Lamp 32W T8 120V 4 FT	2	2	59	0.12	1,034	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	2	45	0.090	788
9	Ground Floor - Community Room	8760	2 Lamp 18W 120V 8 Inch Potlight	2	6	36	0.22	1,892	Orbitech ORT PLRC8-4KWH c/w OT-8LIMB (driver) (750 Lumens)	6	12	0.072	631
10	Ground Floor - Washrooms	8760	2 Lamp 32W T8 120V 4 FT	2	4	59	0.24	2,067	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	4	45	0.180	1,577
11	Ground Floor - Maintenance Room	8760	2 Lamp 60W HO T12 120V 4 FT	2	7	123	0.86	7,542	Lithonia CSS L48 ALO3 MVOLT SWW2 80CRI (4235 Lumens)	7	45.27	0.317	2,776
12	Ground Floor - Garbage Room	8760	2 Lamp 60W HO T12 120V 4 FT	2	6	123	0.74	6,465	Lithonia CSS L48 ALO3 MVOLT SWW2 80CRI (5254 Lumens)	6	45.27	0.272	2,379
13	Ground Floor - Storage Room	8760	2 Lamp 60W HO T12 120V 4 FT	2	14	123	1.72	15,084	Lithonia CSS L48 ALO3 MVOLT SWW2 80CRI (5253 Lumens)	14	45.27	0.634	5,552
14	Ground Floor - Electrical Room	8760	2 Lamp 60W HO T12 120V 4 FT	2	2	123	0.25	2,155	Lithonia CSS L48 ALO3 MVOLT SWW2 80CRI (5254 Lumens)	2	45.27	0.091	793
15	Ground Floor - Bicycle Room	8760	2 Lamp 40W T12 120V 4 FT	2	4	74	0.30	2,593	Lithonia CSS L48 ALO3 MVOLT SWW2 80CRI (5963 Lumens)	4	45.27	0.181	1,586
16	Ground Floor - Library Room	8760	2 Lamp 40W T12 120V 4 FT	2	7	74	0.52	4,538	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	7	45	0.315	2,759
17	Ground Floor - 2 Rooms	8760	2 Lamp 40W T12 120V 4 FT	2	7	74	0.52	4,538	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	7	45	0.315	2,759
18	Ground Floor - Lunch Room and Kitchen	8760	4 Lamp 40W T12 120V 2X4	4	5	148	0.74	6,482	4 Lamp Earthtronics LT81784OA (2200 Lumens) c/w 4 Lamp 120V Ballast	5	64	0.340	2,978
19	Ground Floor - Employee Washrooms	8760	2 Lamp 32W T8 120V 4 FT	2	5	59	0.30	2,584	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	5	45	0.225	1,971
20	Ground Floor - Board/Management Room	8760	4 Lamp 40W T12 120V 2X4	4	4	148	0.59	5,186	Earthtronics LTFP2X4524OD6 (4864 Lumens)	4	47.14	0.189	1,652
21	Ground Floor - Office Area	8760	4 Lamp 40W T12 120V 2X4	4	7	148	1.04	9,075	Earthtronics LTFP2X4524OD6 (4864 Lumens)	7	47.14	0.330	2,891
22	Ground Floor - Office Area	8760	2 Lamp 18W 120V 6 Inch Potlight	2	3	36	0.11	946	Orbitech ORT PLSC6-4KWH c/w OT-8LIMB (driver) (765 Lumens)	3	12	0.036	315
23	Ground Floor - Office Area	8760	2 Lamp 32W T8 120V 4 FT	2	1	59	0.06	517	Lithonia CSS L48 ALO4 347 SWW2 80CRI (5173 Lumens)	1	45	0.045	394
24	Stairwells	8760	2 Lamp 32W T8 120V 4 FT	2	46	59	2.71	23,775	Lithonia CSS L48 ALO4 347 SWW2 80CRI (5173 Lumens)	46	45	2.070	18,133
25	Parking Garage - Underground	8760	2 Lamp 60W HO T12 347V 4 FT	2	10	123	1.23	10,775	Lithonia CSS L48 ALO4 347 SWW2 80CRI (5173 Lumens)	10	45	0.450	3,942
26	Parking Garage - Underground	8760	2 Lamp 110W T12 HO 347V 8 FT	2	90	237	21.33	186,851	Lithonia CSR L96 ALO4 347 SWW2 80CRI (10346 Lumens)	90	90	8.100	70,956
27	Parking Garage - Rooms - Underground	8760	2 Lamp 32W T8 347V 4 FT	2	10	59	0.59	5,168	Lithonia CSS L48 ALO3 347 SWW2 80CRI (5173 Lumens)	10	45	0.450	3,942

Disposal

Material and Installation Price* (including recycling pick up and disposal of lamps only)	[redacted]
Max. Estimated Incentives Amount**	[redacted]
Net Cost after Incentives	[redacted]
Estimated Annual Hydro Savings	$ 33,150
Estimated Annual Maint. Savings	$ 5,000
Estimated Total Annual Savings	[redacted]
Payback Period (yrs)	[redacted]

* Taxes not included.

** Incentive amount shown is eligible only if the application is submitted before Dec. 04, 2020 and pre-approved by Dec. 31, 2020

*** Incentives amount shown is the maximum amount and will be capped at 50% of the total project price (Material, Installation and Recycling)

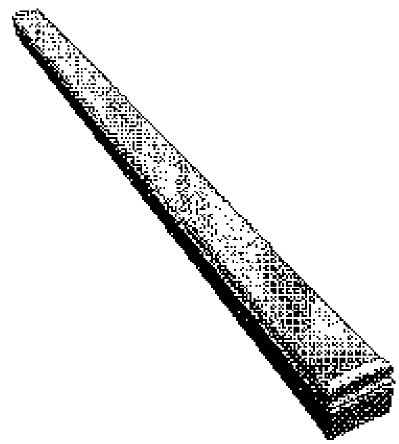
2

LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

LED Strip Light

CSS



DAMP LOCATION™

c US

FEATURES & SPECIFICATIONS

INTENDED USE — Available in several color temperatures, lumen packages and lengths. Ideal for use in commercial, retail, office, warehouse and display applications. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate.** Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION — Compact-design channel and cover are formed from code compliant, 22 gauge cold-rolled steel.

SENSOR SWITCH JUST ONE TOUCH TECHNOLOGY — Single room control wireless technology available for easy install and commissioning to aid in code compliance. The JOT option enables the fixture with Just One Touch pairing capability. The JOTVTX15 option features a luminaire-embedded occupancy and ambient light sensor allows the luminaire to power off when the space is unoccupied or when enough ambient light is entering the space.

FINISH — High-gloss, baked white enamel (standard).

OPTICS — LEDs provide 80+ color rendering index (CRI) at 3500K, 4000K and 5000K. Diffuse acrylic lens with ultra-sonically welded end caps provides smooth, linear illumination.

ELECTRICAL — Luminaire Surge Protection Level: Designed to withstand up to 2.5kV/0.75kA per ANSI C82.77-5-2015. For applications requiring higher level of protection additional surge protection must be provided.

Driver is standard 0-10V dimming class 2.

INSTALLATION — Fixture may be surface or suspension mounted with appropriate mounting options (see accessories). Easy to install row aligner bracket included for continuous row mounting.

LISTINGS — CSA certified to US and Canadian safety standards and listed suitable for damp locations. Minimum starting temperature of -40°F (-40°C). Maximum ambient operating temperature of 95°F (35°C). See notes for controls temperature restrictions.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® or XPoint™ Wireless control networks marked by a [illegible]*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

CSS LED Strip Light

CS [illegible]

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: CSS L96 ALO4 MVOLT SWW3 80CRI

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
CSS Contractor Single Strip LED	L48 48"	4000LM 4000 Lumens ‡ ALO3 Switchable lumens, 3000LM / 4000LM / 5000LM	MVOLT 120-277V 347 347V ‡	35K 3500K ‡ 40K 4000K ‡ 50K 5000K ‡ SWW3 Switchable white, 35K / 40K / 50K	80CRI 80 CRI	[illegible] Individual Controls: SFR30CSS Factory Installed 360°, large motion, high bay sensor, SFR 30 ‡ SFR7CSS Factory Installed 360°, small motion, low bay sensor, SFR 7 ‡ Wire Guard: WG Wire Guard
	L96 96"	8000LM 8000 Lumens ‡ ALO4 Switchable lumens, 6000LM / 8000LM / 10000LM				

NOTE: ‡ Indicates option chosen has ordering restrictions. Please reference ordering restrictions chart.

[illegible]	
HC36 M12	Chain hanger and jack chain, 36" (one pair)
ZACVH	Aircraft cable 10' (one pair)
SQ	5/8" Swivel-stem hanger (specify length in 2" increments up to 48")
[illegible]	[illegible]
SFR30CSS	Field installed 360°, large motion, high bay sensor, SFR 30 ‡
SFR7CSS	Field installed 360°, small motion, low bay sensor, SFR 7 ‡
YJ30	Y hanger in multiples of 10 (five pair)
WGCSS	Wire Guard with Mounting hardware (one 4ft)
MNLK JBOXCVR M12	Junction box cover and hardware, white

[illegible]

Option Value	Restriction
35K, 40K, 50K	Not available with ALO lumen packages.
4000LM, 8000LM	Not available with SWW3.
IOT Enabled Controls	Not available with ALO3, ALO4, 347V or SWW3. Not intended for continuous row mount applications. Minimum starting temp of 14°F (-10°C). Maximum operating temp of L48 at 95°F (35°C) & L96 at 86°F (30°C).
SFR Sensors	Not available with 347V. Can only be mounted at the end of continuous row mount applications. On/off function only. Minimum starting temp of 14°F (-10°C).
Wire Guard	Does not cover Controls.

OPERATIONAL DATA

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
L48	4000 LM	4000K	4,294	35.3	121.8
	AL03 (3000 LM)	3500K	3,190	27.7	115.4
		4000K	3,247	27.7	117.4
		5000K	3,250	27.7	117.5
	AL03 (4000 LM)	4000K	4,135	35.8	115.4
		4000K	4,206	35.8	117.3
		5000K	4,268	35.8	119
	AL03 (5000 LM)	3500K	5,058	43.9	115.1
		4000K	5,150	43.9	117.2
		5000K	5,274	43.9	120.1
L96	8000 LM	4000K	8,596	72	119.3
	AL04 (6000 LM)	3500K	6,380	55.3	115.4
		4000K	6,495	55.3	117.4
		5000K	6,501	55.3	117.5
	AL04 (8000 LM)	3500K	8,271	71.7	115.4
		4000K	8,413	71.7	117.3
		5000K	8,535	71.7	119
	AL04 (10000 LM)	3500K	10,115	87.9	115.1
		4000K	10,300	87.9	117.2
		5000K	10,549	87.9	120.1

*All values are typical and are at 25C. Actual performance may vary and is dependent on operating environment.

PROJECTED LUMEN MAINTENANCE			
[illegible]	0.97	0.81	0.75
[illegible]	40,000	90,000	120,000

*Actual performance may vary based on ambient temperature of installed location.

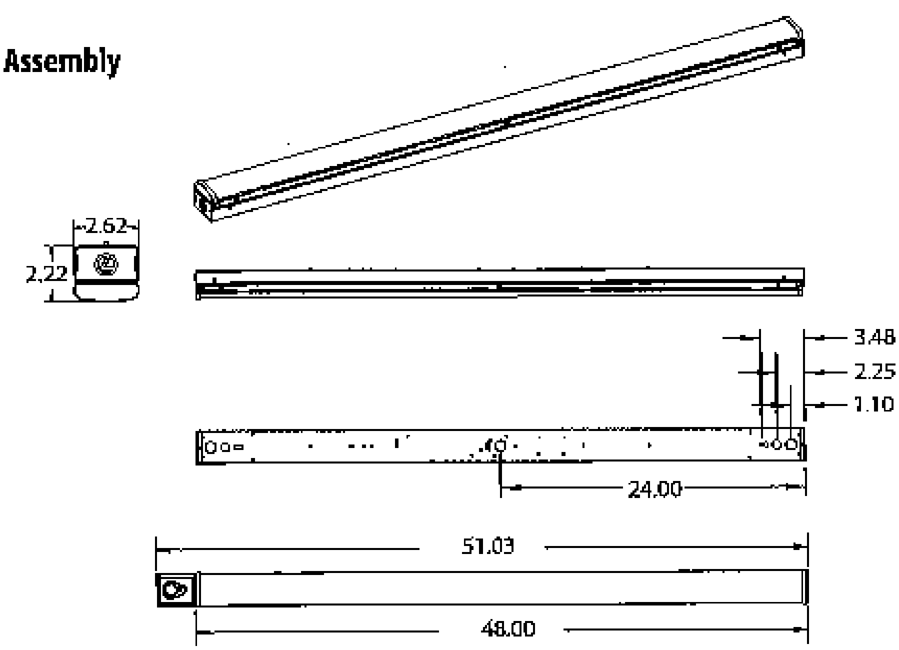
DIMENSIONS

All dimensions are shown in inches unless otherwise noted.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
L48	2.62	2.22	5 lbs	98	46 x 57
L96	2.62	2.22	10 lbs	102	46 x 98.5

*Weights will vary slightly with added options.

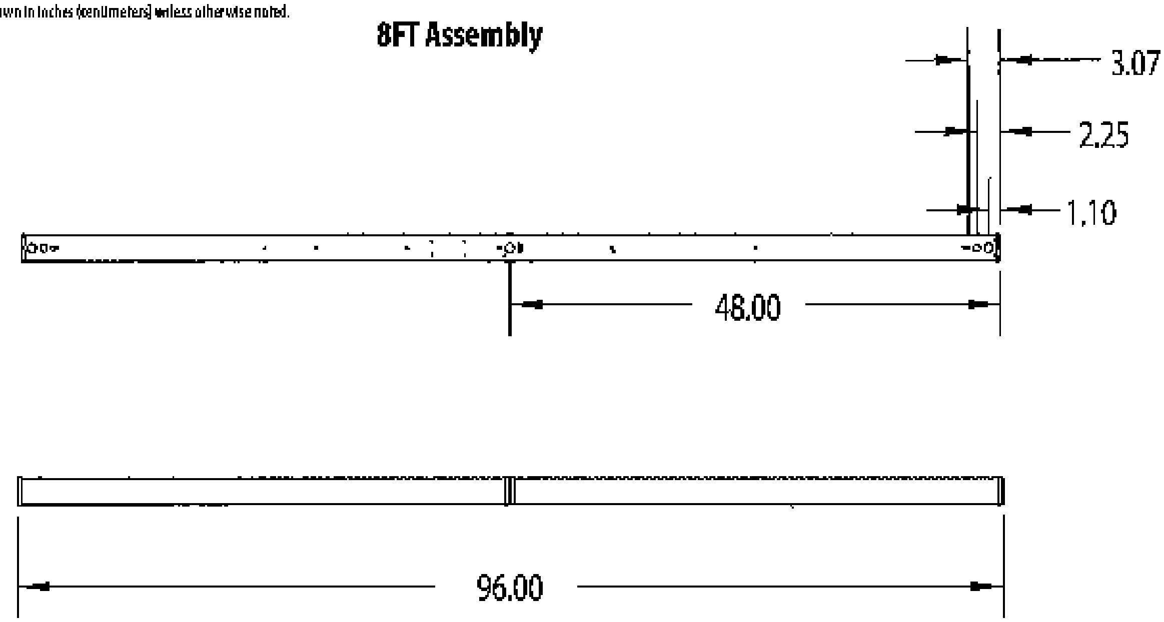
4FT Assembly



INDUSTRIAL: One Lithonia Way, Conyers, GA 30012 Phone: 800-705-SERV (7378) techsupport-industrial@acuitybrands.com www.lithonia.com

DIMENSIONS

All dimensions are shown in inches (centimeters) unless otherwise noted.

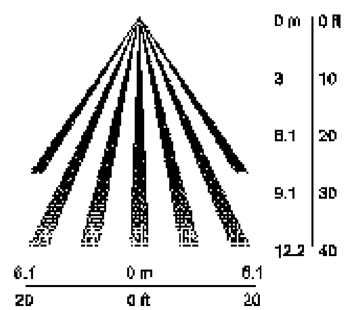


INDIVIDUAL CONTROLS COVERAGE PATTERNS

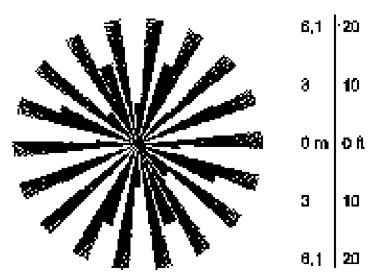
SFR 30 UNIVERSAL 360° LENS

- Provides excellent detection of large motion (e.g. walking) when mounted between 15 to 40 ft. (4.57 to 12.19 m)
- 15 to 20 ft (4.57 to 6.10 m) radial coverage overlaps area lit by a typical high bay fixture
- Recommended for fixtures that have a 1:1 spacing to mounting height ratio or less (e.g. fixtures 30' on center or less @ a 30' mounting height).

SIDE VIEW



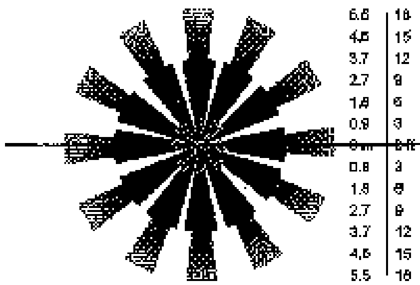
TOP VIEW

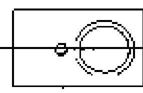


SFR 7 MINI LOW BAY 360° LENS

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

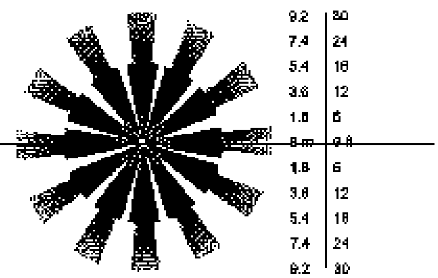
9 FT MOUNTING





Note: Align sensor axes along aisleway for best detection results

15 FT MOUNTING

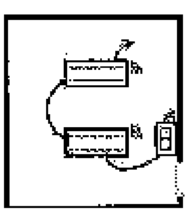


MAXIMUM # OF FIXTURES PER SFR SENSOR

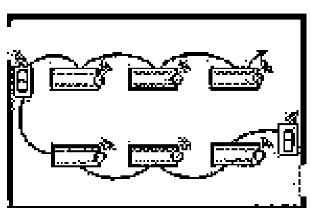
[illegible]	[illegible]
CSS L48 4000LM MVOLT	20
CSS L48 ALO3 MVOLT	16
CSS L96 8000LM MVOLT	10
CSS L96 ALO4 MVOLT	8

JOT ENABLED WIRELESS CONTROLS

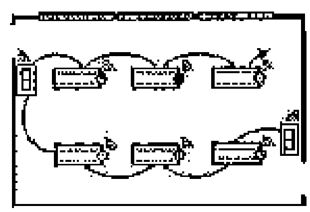
TYPICAL SMALL ROOM APPLICATION (UP TO 250 SQ. FT.)



One Entryway
1x WSXA JOT
2x JOT Enabled Fixture



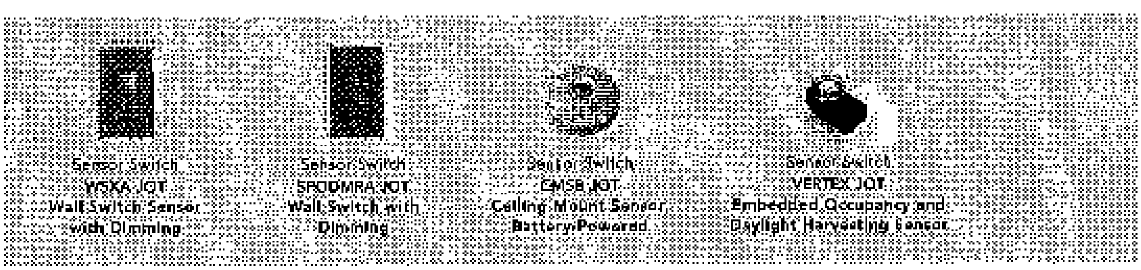
Two Entryways
2x SPODMRA JOT
6x JOT Enabled Fixture with Occupancy Sensor



Two Entryways with Daylight Harvesting
2x SPODMRA JOT
1x JOT Enabled Fixture with Photocell and Occupancy Sensor
5x JOT Enabled Fixture with Occupancy Sensor

JOT ENABLED PRODUCT PORTFOLIO

CONTROLS



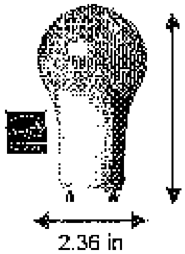
PHOTOMETRICS

Please see www.lithonia.com.

LED A19

810 Lumen 9.5 Watt 4000K A19 Omni LED – GU24 Base

EarthBulb



Watt	9.5
Power Factor	> 0.7
Voltage	120 volt
Frequency	50/60Hz
Base Type	GU24
Operating Temperature Range	-4F to 104F

Initial Lumens	810
Lumens per Watt	85.3
Color Temperature	4000K
Color Rendering (CRI)	83

UL	Yes
Energy Star	15,000 hours
RoHS	Yes
FCC	Yes

Warranty	5 years 8 hr/day
Diameter	2.36"
Nominal Length	4.18"
Rated Life	15,000 hours

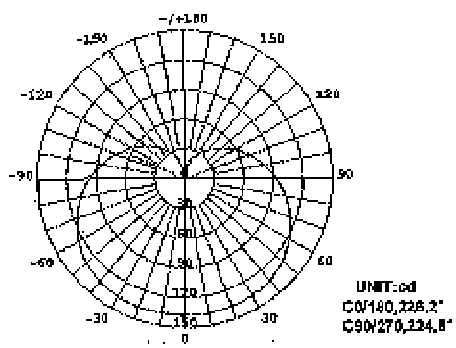
PRODUCT DESCRIPTION

9.5 watt A19 Omni-directional EarthBulb LED provides 810 lumens and replaces 60 watt incandescent directional bulbs for over 80% energy savings. 4000K color of light. Great for use in table lamps, floor lamps, wall sconce, and task lighting applications. Multi-Chipset LED and an advanced cooling system provides for 15,000 hours of LED life. GU24 base. Suitable for outdoor use, damp location, when installed in fixtures and not directly exposed to weather. Energy Star rated product.

PRODUCT FEATURES

- This A bulb is Energy Star and provides 810 lumens, capable of dimming to less than 9%
- Omni directional beam angle provides full radial illumination
- Chipset provides 4000K cool white light with a high color rendering rating of over 83
- Energy Star, enclosed fixture rated
- Suitable for outdoor use, damp location, when installed in fixtures and not directly exposed to weather

LUMINOUS DISTRIBUTION INTENSITY DIAGRAM

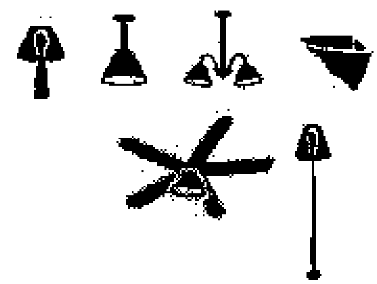


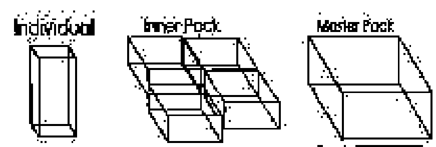
AVERAGE BEAM ANGLE (50%):225.3°

Note: IES files available upon request.

MODEL NUMBER: LA19940EF24

PRODUCT APPLICATIONS





10935	1	840781109359	00840781109359	12	84078110935900	48
10935	1	2.44 x 2.44 x 4.70	10.39 x 7.89 x 5.23	12	21.16 x 16.06 x 5.82	48
10935	1	0.4136	3.02	12	12.69	48

EarthTronics 380 W. Western Ave, Suite 301 Muskegon, Michigan 49440
PH 231.332.1188 Toll Free 866.632.7840 Fax 231.726.5029
www.earthtronics.com

RoHS COMPLIANT

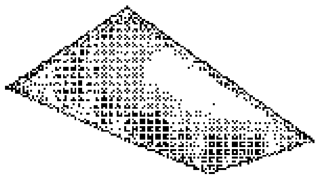
c UL us

Revised 9/27/2018

LED 2x4 Panel

LED 2x4 Back-Lit Panel 100-347V 50 Watt 5250 Lumen 4000K

EarthTronics



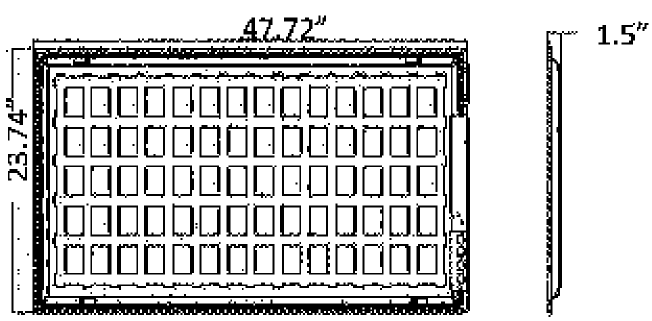
[illegible]	
Watt	60
Voltage	100-347V
Min. Start Temperature	-40°C
Max. Operating Temperature	40°C
Driver Type	Class2
Driver Output	27-42V Direct Current
Dimming	0 – 10 Volt
[illegible]	
Initial Lumens	5250
Lumens per Watt	105
Color Temperature	4000K
Color Rendering (CRI)	80
Beam Angle	150°
[illegible]	
ETL	Yes
FCC	Yes
IC Rated	Yes
[illegible]	
Housing Material	Steel LED Housing Aluminum Frame
Lens Material	Acrylic
Warranty	5 years, 10 year limited
Rated Life	50,000 hours

Product Description

This 2x4 LED back lit panel design provides high energy-efficient direct illumination and delivers 5250 lumens using only 50 watts to replace troffer and panel fixtures ceiling applications. The lightweight housing and slim design, measures only 1.5 inches in depth. The integral j-box and driver housing provide ample access for easy installation. The fixture is constructed using stamped steel back plate that provides excellent LED cooling as well as contributing rigidity to the design. The interior of the fixture is highly reflective white powder coated. The direct illumination panel is ideal for use in offices, schools, healthcare facilities and other commercial applications. This 2x4 panel features 100-347V voltage operation with an electronic driver that works with 0 – 10 volt dimming systems.

LED Direct Illumination Panels Feature

- 4000K color of light
- Direct illumination provides true color over the life of the product
- Stamped steel LED housing is part of a rigid fixture design
- Fixture interior painted white for over 96% reflectivity
- Contractor friendly junction box for easy installation
- 100-347VAC driver with 0-10V dimming is standard
- Aluminum frame fits properly in drop ceiling panels
- 50,000 hour rated life



Order Code: 11253
Model Number: LDFP2X45240D5
UPC: 840791112533

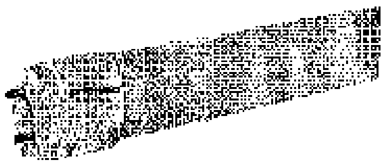
EarthTronics 380 W. Western Ave, Suite 301 Muskegon, Michigan 49440
PH 231.332.1188 Toll Free 866.632.7840 Fax 231.726.5029
www.earthtronics.com

Revised 9/17/2019

LED Linear Tube

15 Watt 2200 Lumen 48 inch LED Linear Tube 4000K - Type A

EarthBulb



[illegible]	
Watt	17 watt system, 15 watt lamp
Power Factor	> 0.90
Voltage	For use with several T8 electronic fluorescent ballast
Base Type	G13
[illegible]	
Initial Lumens	2200
Lumens per Watt	129 based on system
Color Temperature	4000K
Color Rendering (CRI)	86
Beam Angle	300°
[illegible]	
UL	Yes
DLC	es
RoHS	Yes
FCC	Yes
[illegible]	
Warranty	5 year, 10 year limited
Mercury Content	0
Diameter	1"
Nominal Length	48"

PRODUCT DESCRIPTION

15 watt EarthBulb LED linear Type A tube is available in 4000K with 300 degree beam angle. Great light output and a good choice for direct replacement of T8 fluorescent tubes. This linear tube provides 2200 lumens and has a CRI of 86. High power LED and an electronic internal driver provides 50,000 hours of LED life. UL Type A for "plug and play" on T8 Instant Start and some select Program and Rapid Start electronic fluorescent ballasts. DLC listed product.

Download ballast compatibility list here:
https://www.earthtronics.com/wp-content/uploads/2019/02/10897-10898-LT817840A-LT817850A-Ballast-List.pdf

PRODUCT FEATURES

- 17 watt total system energy use when combined with a 0.88 BF ballast factor electronic T8 ballast. 15 watt lamp energy use
- "Plug and play" on T8 systems utilizing Instant Start and select Program and Rapid Start electronic ballast
- DLC listed product
- Glass tube ensures maximum light output over the life of the lamp
- Easily retrofit T8, 4 foot tubes
- Provides 2200 lumens
- Chipset provides 4000K cool white light with a high color rendering rating of 86

MODEL NUMBER: LT817840A

DLC PRODUCT ID: PLKFH2TC1QL4

ORDERING CODE: 10897

PACK SIZE: 25

- Diameter: 1 inch
- Nominal Length: 48 inches

EarthTronics Type A Model Numbers LT817840A and LT817850A BALLAST COMPATIBILITY LIST

✔ compatible
x incompatible
/ not tested

EarthTronics

1	ADVANCE	VEL-2P32-SC	IS	277	2	N	0.87	Parallel	/	✔	/	✔	/	/	/	/
2	DAMAR	16B8B	IS	120-277	2			Parallel	✔	✔	✔	✔	/	/	/	/
3	EIKO Global	PM-2×32T8-UNV-IS-L	IS	120-277	2	L	0.78	Parallel	✔	✔	✔	✔	/	/	/	/
4	EIKO Global	PM-3×32T8-UNV-IS-L	IS	120-277	3	L	0.78	Parallel	✔	✔	✔	✔	✔	✔	/	/
5	EIKO Global	PM-3×32T8-UNV-IS-H	IS	120-277	3	H	1.18	Parallel	✔	✔	✔	✔	✔	✔	/	/
6	EIKO Global	PM-4×32T8-UNV-IS-L	IS	120-277	4	L	0.78	Parallel	✔	✔	✔	✔	✔	✔	✔	✔
7	EIKO Global	PM-4×32T8-UNV-IS	IS	120-277	4	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	✔	✔
8	ESPEN	VE232MVHIPE	IS	120-277	2	N	0.89	Parallel	✔	✔	✔	✔	/	/	/	/
9	ESPEN	VE232MVHIPLE	IS	120-277	2			Parallel	✔	✔	✔	✔	/	/	/	/
10	FULHAM	WHSG4-UNV-T8-IS	IS	120-277	3	N	0.99	Parallel	✔	✔	✔	✔	✔	✔	/	/
11	FULHAM	WHCG4-120-T8-IS	IS	120	4	N	0.99	Parallel	✔	/	✔	/	✔	/	✔	/
12	FULHAM	WHSG4-UNV-T8-IS	IS	120-277	4	N	0.96	Parallel	✔	✔	✔	✔	✔	✔	✔	✔
13	FUSION	FB232MVE-HE	IS	120-277	2			Parallel	✔	✔	✔	✔	/	/	/	/
14	FUSION	FB232MVE	IS	120-277	2			Parallel	✔	✔	✔	✔	/	/	/	/
15	FUSION	FB332MVE	IS	120-277	3			Parallel	✔	✔	✔	✔	✔	✔	/	/
16	FUSION	FB432MVE-HE	IS	120-277	4			Parallel	✔	✔	✔	✔	✔	✔	✔	✔
17	FUSION	FB432MVE	IS	120-277	4			Parallel	✔	✔	✔	✔	✔	✔	✔	✔
18	GE	GE132MAX-L/ULTRA	IS	120-277	1	L	0.77	n.a	✔	✔	/	/	/	/	/	/
19	GE	GE132MAX-N/ULTRA	IS	120-277	1	H	0.87	n.a	✔	✔	/	/	/	/	/	/
20	GE	GE132MAX-H/ULTRA	IS	120-277	1	H	1.18	n.a	✔	✔	/	/	/	/	/	/
21	GE	GE132MAXP-N/ULTRA	IS	120-277	1	N	0.88	n.a	✔	✔	/	/	/	/	/	/
22	GE	GE132MAXP-L/ULTRA	IS	120-277	1	L	0.76	n.a	✔	✔	/	/	/	/	/	/
23	GE	GE-232-MAX-H/ULTRA	IS	120-277	2	N	1.18	Parallel	✔	✔	✔	✔	/	/	/	/
24	GE	GE232MAXP-L/ULTRA	IS	120-277	2	L	0.77	Parallel	✔	✔	x	x	/	/	/	/
25	GE	GE232MAX-G-N	IS	120-277	2	N	0.88	Parallel	✔	✔	✔	✔	/	/	/	/
26	GE	GE232MAXP-N/ULTRA	IS	120-277	2	N	0.88	Parallel	✔	✔	✔	✔	/	/	/	/
27	GE	GE232MAX-G-N-DIY8	IS	120-277	2	N	0.88	Parallel	✔	✔	✔	✔	/	/	/	/
28	GE	GE332MV-N	IS	120-277	3	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	/	/
29	GE	GE332MAX-G-N-DIY8	IS	120-277	3	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	/	/
30	GE	GE332MAX-G-N	IS	120-277	3	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	/	/
31	GE	GE332MAX-N/ULTRA	IS	120-277	3	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	/	/
32	GE	GE332MAXP-H/ULTRA	IS	120-277	3	H	1.18	Parallel	✔	✔	✔	✔	✔	✔	/	/
33	GE	GE332MAXP-N/ULTRA	IS	120-277	3	N	0.89	Parallel	✔	✔	✔	✔	✔	✔	/	/
34	GE	GE332MAXP-L/ULTRA	IS	120-277	3	L	0.78	Parallel	✔	✔	✔	✔	x	x	/	/
35	GE	GE332MAX90-V60	IS	120-277	3			Parallel	✔	✔	✔	✔	✔	✔	/	/
36	GE	GE-332-120-N	IS	120	3	N	0.9	Parallel	x	/	x	/	/	/	/	/
37	GE	GE432MAXP-L/ULTRA	IS	120-277	4	L	0.78	Parallel	✔	✔	✔	✔	x	x	x	x
38	GE	GE432MAXP-H/ULTRA	IS	120-277	4	H	1.18	Parallel	✔	✔	✔	✔	✔	✔	✔	✔
39	GE	GE432MAX-G-N	IS	120-277	4	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	✔	✔
40	GE	GE432-120RESDIY8	IS	120	4	N	0.83	Parallel	x	/	x	/	x	/	x	/
41	GE	GE432MAX90-S60	IS	120-277	4			Parallel	✔	✔	✔	✔	✔	✔	✔	✔
42	GE	GE432MAXP-N/ULTRA	IS	120-277	4	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	✔	✔
124	GE	GE232MVPSN-VO3	PS	120-277	2			Parallel	x	x	x	x	/	/	/	/
43	Halco Lighting	EP232IS/L/MV/HE	IS	120-277	2	L	0.78	Parallel	✔	✔	✔	✔	/	/	/	/
44	Halco Lighting	EP232IS/H/MV/HE	IS	120-277	2	H	1.18	Parallel	✔	✔	✔	✔	/	/	/	/
45	Halco Lighting	EP332IS/MV/HE	IS	120-277	3	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	/	/
46	Halco Lighting	EP332IS/L/MV/HE	IS	120-277	3	L	0.78	Parallel	✔	✔	✔	✔	✔	✔	/	/
47	Halco Lighting	EP432IS/MV/HE	IS	120-277	4	N	0.88	Parallel	✔	✔	✔	✔	✔	✔	x	x

EarthTronics Type A Model Numbers LT817840A and LT817850A BALLAST COMPATIBILITY LIST

✓ compatible
✗ Incompatible
/ not tested

EarthTronics.

48	Halco Lighting	EP432IS/L/MV/HE	IS	120-277	4	L	0.78	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
49	Halco Lighting	EP432IS/120/MC	IS	120	4	N	0.88	Parallel	✓	/	✓	/	✗	/	✗	/
50	Hatch	HL232BIS/UV/HE/W	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
51	Hatch	HL432BIS/UV/HE/W	IS	120-277	4	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
52	HOWARD INDUSTRIES	EPL2/32IS/MV/MC/HE	IS	120-277	2	L	0.78	Parallel	✓	✓	✓	✓	/	/	/	/
53	HOWARD INDUSTRIES	E2/32IS-120MC	IS	120	2	N	0.88	Parallel	✓	/	✓	/	/	/	/	/
54	HOWARD INDUSTRIES	EPH2/32IS/MV/MC/HE	IS	120-277	2	H	1.18	Parallel	✓	✓	✓	✓	/	/	/	/
55	HOWARD INDUSTRIES	EP2/32IS/MV/MC/HE	IS	120-277	2	N	0.89	Parallel	✓	✓	✓	✓	/	/	/	/
56	HOWARD INDUSTRIES	EPL3/32IS/MV/SC/HE	IS	120-277	3	L	0.78	Parallel	✓	✓	✓	✓	✓	✓	/	/
57	HOWARD INDUSTRIES	EPH3/32IS/MV/MC/HE	IS	120-277	3	H	1.18	Parallel	✓	✓	✓	✓	✓	✓	/	/
58	HOWARD INDUSTRIES	EP3/32IS/MV/MC/HE	IS	120-277	3	N	0.87	Parallel	✓	✓	✓	✓	✓	✓	/	/
59	HOWARD INDUSTRIES	EP4/32IS/MV/MC/HE	IS	120-277	4	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	✗	✓
69	HOWARD INDUSTRIES	EPL4/32IS/MV/MC/HE	IS	120-277	4	L	0.78	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
61	HOWARD INDUSTRIES	EPH4/32IS/MV/SC/HE	IS	120-277	4	N	1.18	Parallel	✓	✓	✓	✓	✗	✓	✗	✓
62	HUAFENG	ENI-T8-32-P2SC-N	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
63	KEYSTONE	CAT.NO.KTEB-232-UV-IS-N-P	IS	120-277	2	N	0.9	Parallel	✓	✓	✓	✓	/	/	/	/
64	KEYSTONE	KTEB-332-UV-IS-N-P	IS	120-277	3	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	/	/
65	KEYSTONE	KTEB-432-UV-IS-N-P	IS	120-277	4	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
66	KEYSTONE	KTEB-432RIS-1-TP-SL	IS	120	4	N	0.88	Parallel	✓	/	✓	/	✓	/	✓	/
141	KEYSTONE	KT-EMRG-800-T5	EMRG	120-277	1			n.a	✓	✓	/	/	/	/	/	/
67	Luna Pro	4KGH1 EB-432IS-120	IS	120	4	N	0.88	Parallel	✓	/	✓	/	✓	/	✓	/
68	MAXLITE	SKEU322HEL/SC	IS	120-277	2	L	0.78	Parallel	✓	✓	✓	✓	/	/	/	/
69	MAXLITE	SKEU323L/SC	IS	120-277	3	L	0.78	Parallel	✓	✓	✓	✓	✓	✓	/	/
70	MAXLITE	SKEU324HE/SC	IS	120-277	4	N	1.18	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
71	MAXLITE	MLEU324HE/SC	IS	120-277	4	H	1.18	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
72	Osram	QHE 1×32T8/UNV ISN-SC	IS	120-277	1	N	0.88	Parallel	✓	✓	/	/	/	/	/	/
73	Osram	QTP 2×32T8/UNV ISN-SC	IS	120-277	2	N	0.86	Parallel	✓	✓	✓	✓	/	/	/	/
74	Osram	QHE 2×32T8/UNV ISL-SC	IS	120-277	2	L	0.78	Parallel	✓	✓	✓	✓	/	/	/	/
75	Osram	QHE 4×32T8/UNV ISL-SC	IS	120-277	3		0.78	Parallel	✓	✓	✓	✓	✓	✓	/	/
76	Osram	QTP 4×32T8/UNV ISN-SC	IS	120-277	4	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
77	Osram	QHE 4×32T8/UNV ISL-SC	IS	120-277	4		0.78	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
125	Osram	QHE 1×32T8/UNV PSX-MC	RS	120-277	1			n.a	✓	✓	/	/	/	/	/	/
126	Osram	QHE 3×32T8/UNV PSN-SC	RS	120-277	3			Parallel	✓	✓	✓	✓	✓	✓	/	/
127	Osram	QHE 4×32T8/UNV PSN-SC	RS	120-277	4			Parallel	✓	✓	✓	✓	✓	✓	✗	✗
136	PES	PES120ETB-12SMT-4	RS	120	4			Parallel	✓	/	✓	/	✗	/	✗	/
85	Philips ADVANCE	ICN-1P32-N	IS	120-277	1	N	0.88	n.a	✓	✓	/	/	/	/	/	/
86	Philips ADVANCE	IOPA-1P32-N	IS	120-277	1	N	0.88	n.a	✓	✓	/	/	/	/	/	/
87	Philips ADVANCE	REB-2P32-N	IS	120	3	N	0.86	Parallel	✓	/	✓	/	/	/	/	/
88	Philips ADVANCE	IOP-2P32-LW-N	IS	120-277	2	N	0.88	Parallel	✓	✓	✗	✗	/	/	/	/
89	Philips ADVANCE	IOPA-2P32-HL-N	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
90	Philips ADVANCE	IOPA-2P32-N	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
91	Philips ADVANCE	IOPA-3P32-LW-N	IS	120-277	3	N	0.88	Parallel	✓	✓	✓	✓	✗	✗		
92	Philips ADVANCE	ICN-3P32-SC	IS	120-277	3	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	/	/
93	Philips ADVANCE	IOPA-3P32-N	IS	120-277	3	N	0.86	Parallel	✓	✓	✓	✓	✓	✓	/	/
94	Philips ADVANCE	ICN-3P32-N	IS	120-277	3	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	/	/
95	Philips ADVANCE	IOP-4P32-HL-SC	IS	120-277	4	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
96	Philips ADVANCE	IOPA-4P32-SC	IS	120-277	4	N	0.88	Parallel	✗	✗	✗	✗	✗	✗	✗	✗
97	Philips ADVANCE	ICN-4P32-N	IS	120-277	4	N	0.9	Parallel	✓	✓	✓	✓	✓	✓	✓	✓

EarthTronics Type A Model Numbers LT817840A and LT817850A BALLAST COMPATIBILITY LIST

✓ compatible
✗ incompatible
/ not tested

EarthTronics.

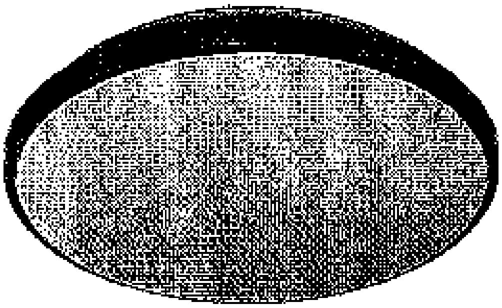
129	Philips ADVANCE	IOPA-2PSP32-N	PS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
130	Philips ADVANCE	IOP-2PSP32-LW-N	PS	120-277	3	N	0.88	Parallel	✓	✓	✗	✗	/	/	/	/
131	Philips ADVANCE	IZT-2PSP32-SC	PS	120-277	2			Parallel	✗	✗	✗	✗	/	/	/	/
132	Philips ADVANCE	REZ-3S32-SC	PS	120	3			Parallel	✗	/	✗	/	✗	/	/	/
133	Philips ADVANCE	IOP-3PSP32-SC	PS	120-277	3			Parallel	✓	✓	✓	✓	✓	✓	/	/
134	Philips ADVANCE	IOP-4PSP32-SC	PS	120-277	4			Parallel	✓	✓	✓	✓	✓	✓	✓	✓
135	Philips ADVANCE	IOP-4PSP32-LW-SC	PS	120-277	4			Parallel	✓	✓	✓	✓	✓	✓	✓	✓
98	Plusrite	BAF232IS/MV	IS	120-277	2	N	0.89	Parallel	✓	✓	✓	✓	/	/	/	/
99	Plusrite	BAF332IS/MV	IS	120-277	3	N	0.89	Parallel	✓	✓	✓	✓	✓	✓	/	/
100	Robertson	ISU232T8120	IS	120	2	N	0.88	Parallel	✓	/	✓	/	/	/	/	/
102	SOLA	E-758-U-232-MC	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
103	Sunpark	120-1/32IS	IS	120	1	N	0.88	n.a	✓	/	/	/	/	/	/	/
104	Sunpark	120-3/32IS MPF	IS	120	2	N	0.88	Parallel	✓	/	✓	/	/	/	/	/
105	Sunpark	U-2/32ISE-LBF	IS	120-277	2	L	0.78	Parallel	✓	✓	✓	✓	/	/	/	/
106	Sunpark	U-3/32IS HPF	IS	120-277	3	H	1.18	Parallel	✓	✓	✓	✓	✓	✓	/	/
107	Sunpark	U-3/32ISE-HBF	IS	120-277	3	H	1.18	Parallel	✓	✓	✓	✓	✓	✓	/	/
108	Sunpark	U-4/32IS-HBF	IS	120-277	4	H	1.18	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
109	Sunpark	U-4/32IS HPF	IS	120-277	4	H	1.18	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
110	Sunpark	U-4/32ISE-LBF	IS	120-277	4	L	0.78	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
137	Sunpark	U-1/32PSE	RS	120-277	1			n.a	✓	✓	/	/	/	/	/	/
138	Sunpark	U-2/32PSE	RS	120-277	2			Parallel	✓	✓	✓	✓	/	/	/	/
139	Sunpark	U-2/32PSE-HBF	RS	120-277	2	H	1.18	Parallel	✓	✓	✓	✓	/	/	/	/
101	Superior Life	70201	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
78	SYLVANIA Osram	QTP 1×32T8/UNV ISL-SC	IS	120-277		L	0.78	n.a	✓	✓	/	/	/	/	/	/
79	SYLVANIA Osram	QHE 1×32T8/UNV ISN-SC-1	IS	120-277		N	0.88	n.a	✓	✓	/	/	/	/	/	/
80	SYLVANIA Osram	QHE 1×32T8/UNV ISH-SC	IS	120-277		H	1.18	n.a	✓	✓	/	/	/	/	/	/
81	SYLVANIA Osram	QTP 2×32T8/UNV ISN-SC	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
82	SYLVANIA Osram	QHE 2×32T8/UNV ISH-SC	IS	120-277	2	H	1.18	Parallel	✓	✓	✓	✓	/	/	/	/
83	SYLVANIA Osram	QHE 3×32T8/UNV ISN-SC	IS	120-277	3	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	/	/
84	SYLVANIA Osram	QHE4X32 T8/UNV ISH-HT-1	IS	120-277	4	N	0.88	Parallel	✓	✓	✓	✓	✗	✗	✗	✗
128	SYLVANIA Osram	QHE 2×32T8/UNV PSH-HT	PS	120-277	2			Parallel	✓	✓	✓	✓	/	/	/	/
111	Universal/TRIAD	B132IUNVHP-N	IS	120-277	1	N	0.88	n.a	✓	✓	/	/	/	/	/	/
112	Universal/TRIAD	B232IUNVHP-N	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
113	Universal/TRIAD	B232IUNVEL-N	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
114	Universal/TRIAD	B232IUNVHEH-A	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
115	Universal/TRIAD	B232IUNVHE-N	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
116	Universal/TRIAD	B232IUNVHE-A	IS	120-277	2	N	0.88	Parallel	✓	✓	✓	✓	/	/	/	/
117	Universal/TRIAD	B332IUNVHP-A	IS	120-277	3	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	/	/
118	Universal/TRIAD	B332IUNVHL-A	IS	120-277	3	N	0.88	Parallel	✗	✗	✗	✗	✗	✗	/	/
119	Universal/TRIAD	B332IUNVEL-A	IS	120-277	3	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	/	/
120	Universal/TRIAD	B332IUNVHE-A	IS	120-277	3	N	0.95~0.99	Parallel	✓	✓	✓	✓	✓	✓	/	/
121	Universal/TRIAD	B432IUNVHP-A	IS	120-277	4	N	0.88	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
122	Universal/TRIAD	B432IUNVHE-A	IS	120-277	4	N	0.9	Parallel	✓	✓	✓	✓	✓	✓	✓	✓
123	Universal/TRIAD	B432I120RES-A	IS	120	4	N	0.88	Parallel	✓	/	✓	/	✓	/	✓	/
140	Universal/TRIAD	B232PUNVHE-B	PS	120-277	2			Parallel	✓	✓	✓	✓	/	/	/	/

LED Flush Mounts

ORTECH

MODEL 1701-12 SN | 1702-14 SN

Product Specification Sheet



HIGHLIGHTS

- Title 24 compliant
- Opal Acrylic Diffuser included

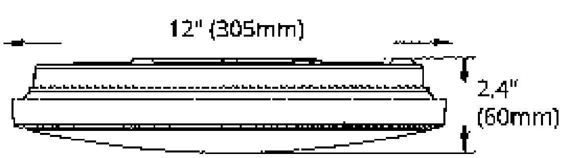
Features & Benefits

- Low profile LED ceiling mount is designed to enhance any decor, offers exceptional savings, and its low profile keeps it out of the way of closet doors
- Provides abundant light in bedrooms, hallways, dens and other rooms requiring task lighting
- Even overall light through opal diffuser, you will not see any dark or hot spots

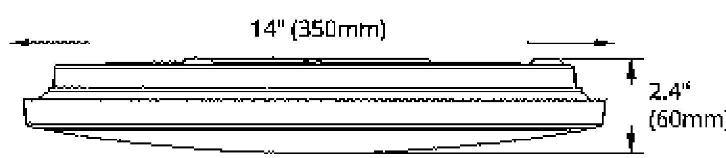
SPECIFICATIONS

Model	Wattage	Voltage	Lumens	Beam Angle	Lifetime	CRI	Dimmable	Colour Temp.	Operating Temp.
1701-12SN	15W	120V	1050 lmn	115°	50000 hours	80	Yes	3K (Warm White) 5K (Cool White)	-20°C ~ +40°C
1702-14SN	22W		1400 lmn						

- **Dimensions:** 305 mm x 305 mm x 60 mm (1701-12SN)
  350 mm x 350 mm x 60 mm (1702-14SN)

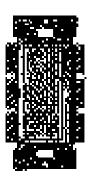


1701-12SN



1702-14SN

Compatible Dimmer
(sold separately)



DMD-ELV

ORTECH CFL LED Dimmer

Reference	QTY.	Remarks	Project:
			Location:
			Architect:
			Engineer:
			Contractor:
			Submitted by:
			Date:

info@ortechindustries.com
www.ortechindustries.com

13376 Comber Way
Surrey BC V3W 5V9

375 Admiral Blvd
Mississauga, ON L5T 2N1

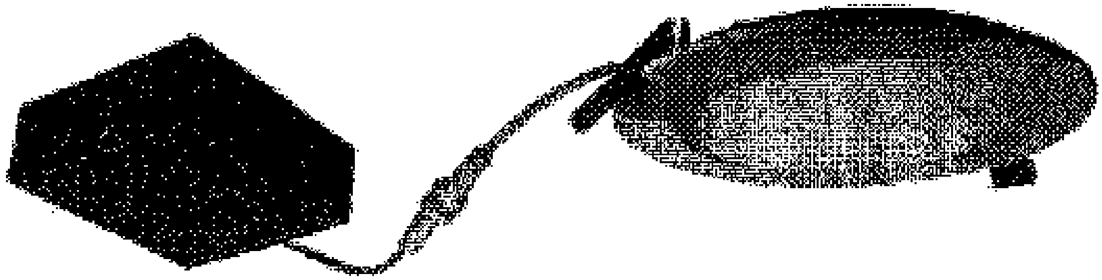
1-888-543-6473
1-888-541-6474

LED Slim Lights

ORTECH

Product Specification Sheet

MODEL DISC3 | DISC4 | DISC6



HIGHLIGHTS

- Round 3", 4", 6" LED Slim lights with driver in connection box
- Rated for damp locations where not directly exposed to water
- Easy and Fast installation — saves on labour
- IC rated for direct contact with insulation, no housing required
- Class 2 transformer in junction box is included
- Depth is 1/2", and for the best possible Layout Depth Flexibility, it should be installed right under joists

MOUNTING

- Cut hole in ceiling and snap fixture in Opening with attached spring clips
- Ceiling clearance required: 1/2"

SPECIFICATIONS

Model	DISC3	DISC4	DISC6
Wattage	9W	9W	12W
Voltage	120V		
Lumens	500 lmn	550 lmn	700 lmn
Beam Angle	120°		
Lifetime	50000 hours		
Cutout	ø 3-1/8" (78 mm)	ø 4-1/4" (108 mm)	ø 6-1/4" (159 mm)
CRI	80		
Dimmable	Yes		
Rating	IC Rated, Indoor use, for Damp location		
Grade of Protection	IP 54		
Air Tight	Yes		
Applications	Recessed ceiling / Balcony / Overhanging eaves, etc.		
Colour Temp.	3000K (Warm White) / *4000K (Natural White) / 5000K (Cool White)		
Operating Temp.	-20°C ~ +40°C		

* 4000K (Natural White) is available in DISC4 and DISC6 only

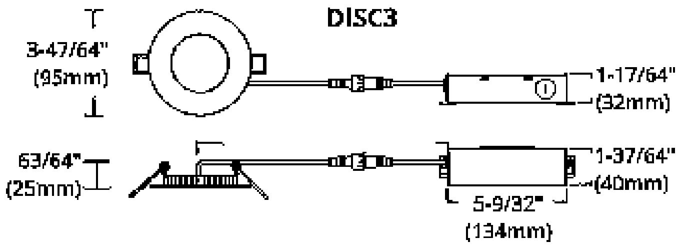
LED Slim Lights

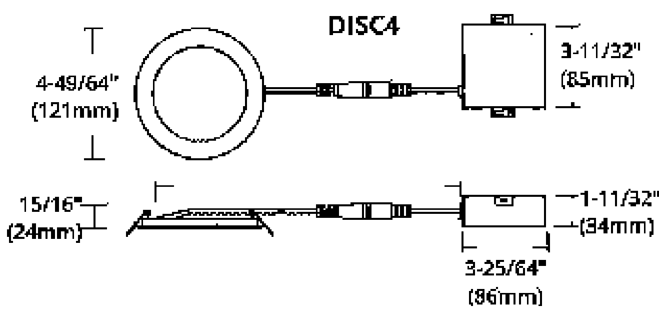
ORTECH

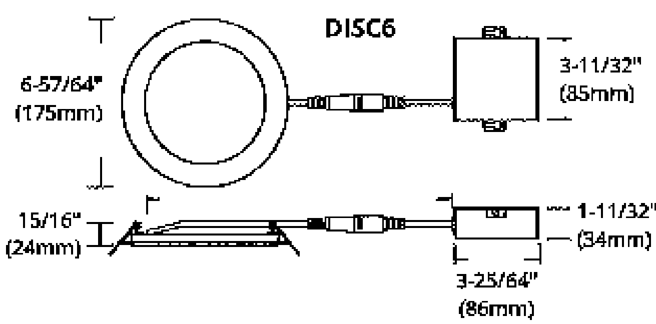
Product Specification Sheet

MODEL DISC3 | DISC4 | DISC6

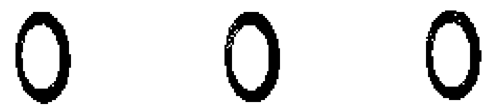
DIMENSIONS



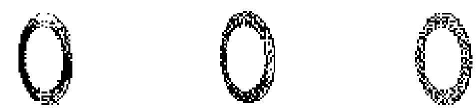




3" & 6" Trims
(sold separately)

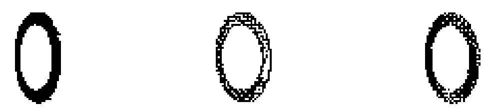


SLIM3-RING BK SLIM6-RING BK (Black Ring)	SLIM3-RING CBK SLIM6-RING CBK (Chrome Black Ring)	SLIM3-RING VB SLIM6-RING VB (Vintage Brass Ring)

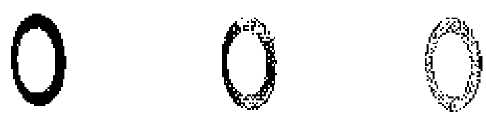


SLIM3-RING SN SLIM6-RING SN (Satin Nickel Ring)	SLIM3-RING CH SLIM6-RING CH (Chrome Ring)	SLIM3-RING WH SLIM6-RING WH (White Ring)

4" Trims
(sold separately)



SLIM4-RING BR (Brown Ring)	SLIM4-RING CH (Chrome Ring)	SLIM4-RING CP (Copper Ring)



SLIM4-RING BK (Black Ring)	SLIM4-RING SN (Satin Nickel Ring)	SLIM4-RING WH (White Ring)

Accessories
(sold separately)

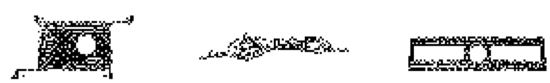


PLATE 3-HB PLATE 4-HB PLATE 6-HB	CORD 24" CORD 60" CORD 120" CORD240"	PLATE 26-3 PLATE 26-4 PLATE 26-6
Mounting Plates for ORTECH 3"/4"/6" Slim Lights	Extension cords for ORTECH Slim Lights	New Construction Plates for ORTECH 3"/4"/6" Slim Lights

Reference	QTY.	Remarks	Project:
			Location:
			Architect:
			Engineer:
			Contractor:
			Submitted by:
			Date:

KJC LIGHTING

ADDRESS: *210 MILNER AVENUE. UNIT 5 SCARBOROUGH, ON M1S 4M7*
PH: *905-470-4268*
FAX: *905-474-2094*
WEBSITE: *www.kjclighting.com*

QUOTATION

COMPANY		OUR REF:	
ATTN.	KALEEM MOHAMMAD	PAGE:	1
TEL:		CELL:	
DATE:	November 16, 2020	FAX:	
PROJECT :	HARRY SHERMAN COWE	CONTRACTOR:	
ENGINEER:	PMC ENGINEERING SOLUTIONS	SITE LOCATE:	51 The Chinneystack Road, Toronto
DISTRIBUTOR		SITE CONTACT:	
ORDER DATE:		DELIVERY DATE:	
		D/N TEL	

TYPE	QTY	MODEL	VOLT	UNIT COST	L&M TOTAL
		Common Area Lighting			
B		Provide LED lighting per PMC schedule		$	89,000.00
			120		$ -
B					
			120		$ -
C					
			120		$ -
				Recycle and ESA:	$ 1,200.00
				Shipping to Job site:	$ -
				TOTAL	**$90,200.00**

NOTE: Taxes are extra
Price valid for 30 days
Price include lamps
Lead time is 60 days upon confirmed order

Eleanor Shi

KJC LIGHTING

2

METROSPHERE®

LIGHT CORP

ADD: 80 Citizen Ct, Markham, ON L6G 1A7
Tel: 905-946-1713

Date: 2020-11-23 To: Harry Sherman
Site Location 51 The ChimneyStack Road, Torc Attn: Mohammad Kaleem

34

Quotation: Common Area Lighting

Item	Scope of work	Qty.	Unit Price	Total Price
1	Supply LED lights per PMC lighting Schedule	n/a	n/a	$ 99,800.00
			Net Amount:	$ 99,800.00
			HST	$ 12,974.00
			Total Amount:	$ 112,774.00

The quote is estimated only.

Approved By:

Cam Weale
Account Manager

Quotes for Building Envelope

TRADELINK
Stucco & Construction Inc.

Suite 201, 919 Ellesmere Road
Scarborough Ontario Phone: 905-686-0340
E-Mail tradelinkstucco@gmail.com

November 11th, 2020

Attn: Harry Sherman Crowe Housing Co-op

RE: 51 The Chimneystack Road, North York

Tradelink will complete THE FOLLOWING:

SCOPE OF WORK

- Replace existing damaged brick with new.
- Remove and replace existing caulking at windows and brick joints.
- Make good landscaping for install of new side and curb.

➢ **Lump sum price $760,100.00 plus hst.**

QUALIFICATIONS & REQUIREMENTS

- Tradelink will submit all requirements i.e. liability insurances, WSIB certificate, etc.
- Tradelink is a trained applicator of all EIF System manufacturers.

TRADELINK WILL COMPLY WITH:

Inspection by the supplier of materials.
Health and Safety regulation.
Change orders and extras providing signed approval by proper authority (namely owner).

PAYMENT TERMS:

- All payments to be made payable net 30 all invoices will be monthly.
- Where applicable all holdback to be paid 45 days after Tradelink Stucco scope complete.
- 25% deposit is required on site mobilization.

STANDARD NOTES:

- All scope related caulking is included in this price.
- All flashing or other is not included in this price.
- All work to be performed in applicable weather, hoarding, and heating not included in price.

The above quotation is based on the utilization of non-unionized labour. Kindly advise on restrictions.

Donald Coley, Tradelink Stucco & Construction Inc.
Office: 905-686-0340 Cell: 416-568-5423

Quotes for Town Houses Furnace Replacement (Heating & Cooling)

2020

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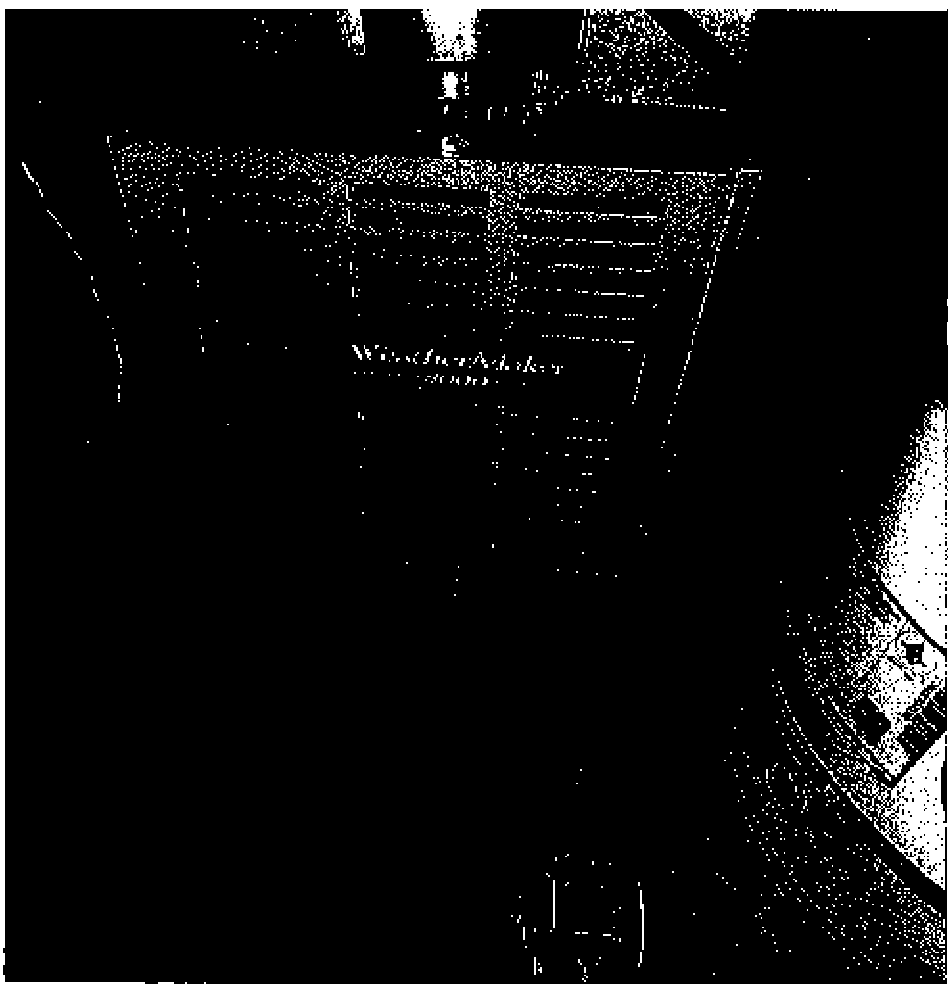
HEATING + COOLING
DUCT CLEANING + DUCT SEALING
PROVIDING COMFORTABLE SOLUTIONS

LENNOX
Air is life. Make it perfect.

To: Kaleem Mohammad
DATE: Nov 18, 2020
FROM: AleemFarooqi

I would like to express my thanks for inquiring about the quotation of a heating and cooling HVAC system for your condominium which includes a Furnace and Air Conditioner. The meeting gave me an excellent overview and insight into your job requirements in order to prepare this quotation. This proposal is prepared as per your load requirement and sizing of the building. It is my pleasure to provide the quotation for the heating system.

BEFORE



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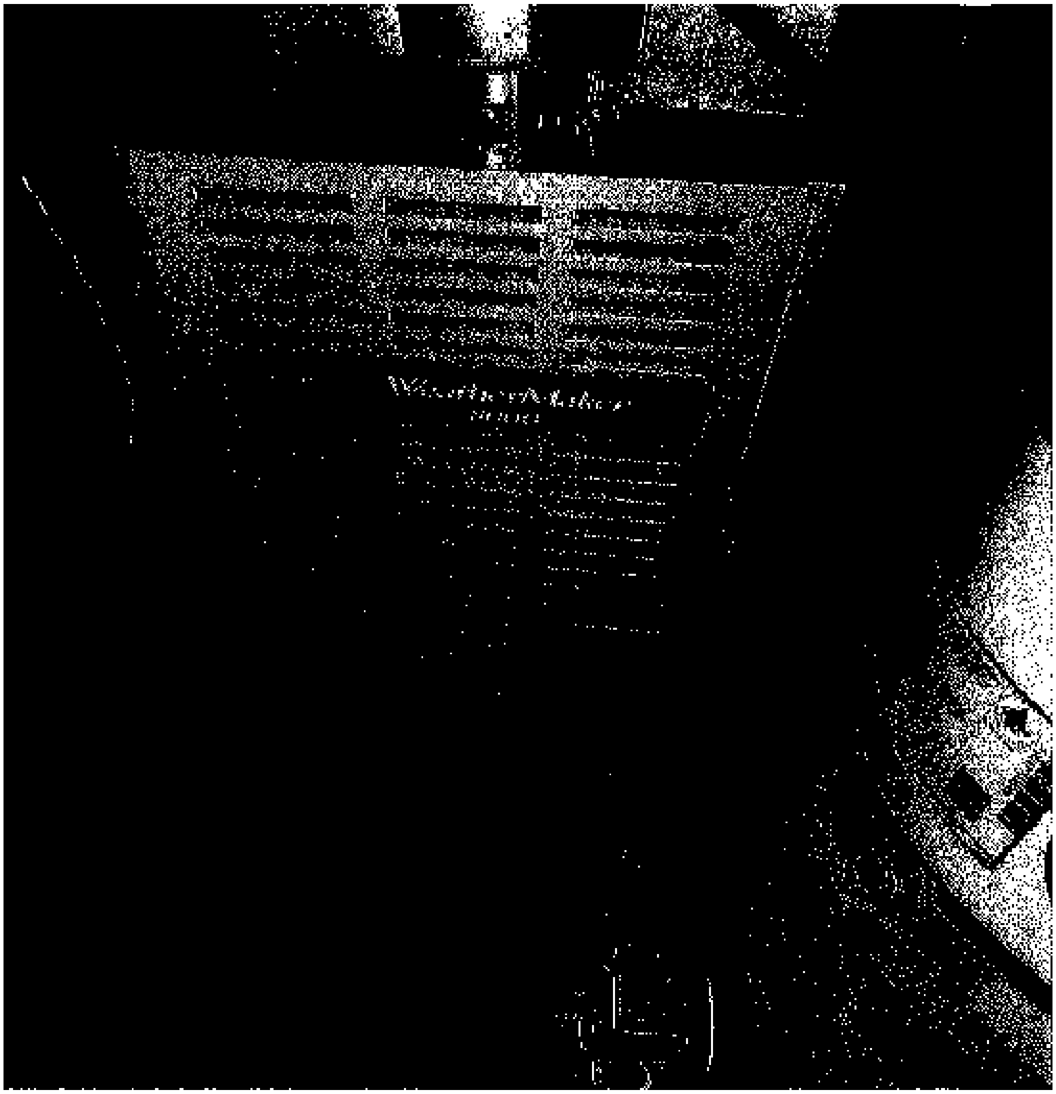

AFTER

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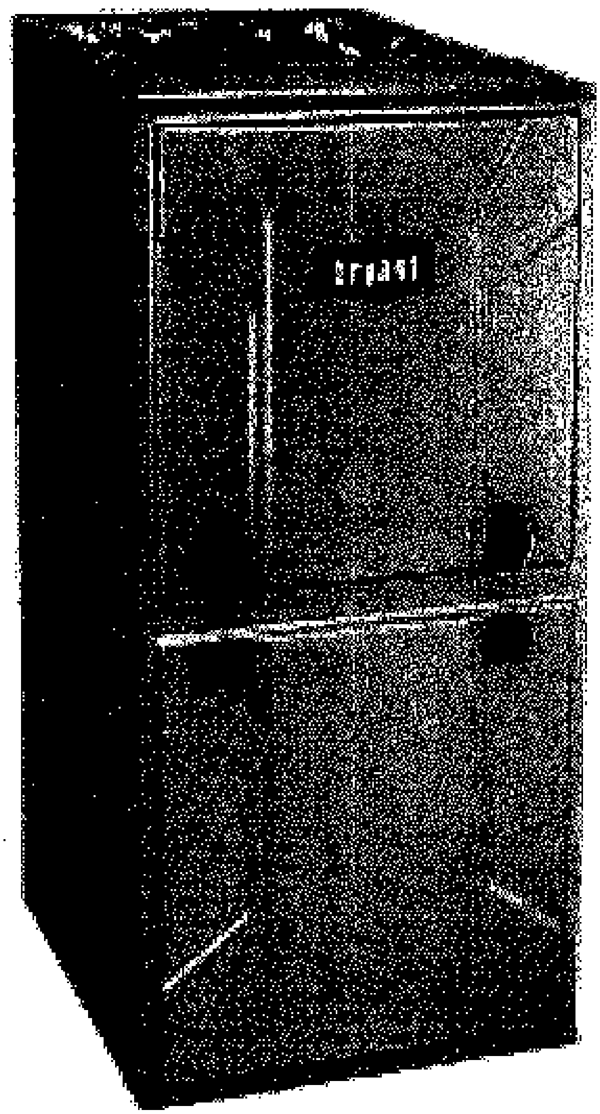

BEFORE

AFTER

www.furnacesolutions.com | 905-456-8940 | 1-866-456-8940 | info@furnaceacsolutions.com
1981Boylen Rd, Unit 10, Mississauga, ON, L5S-1R9

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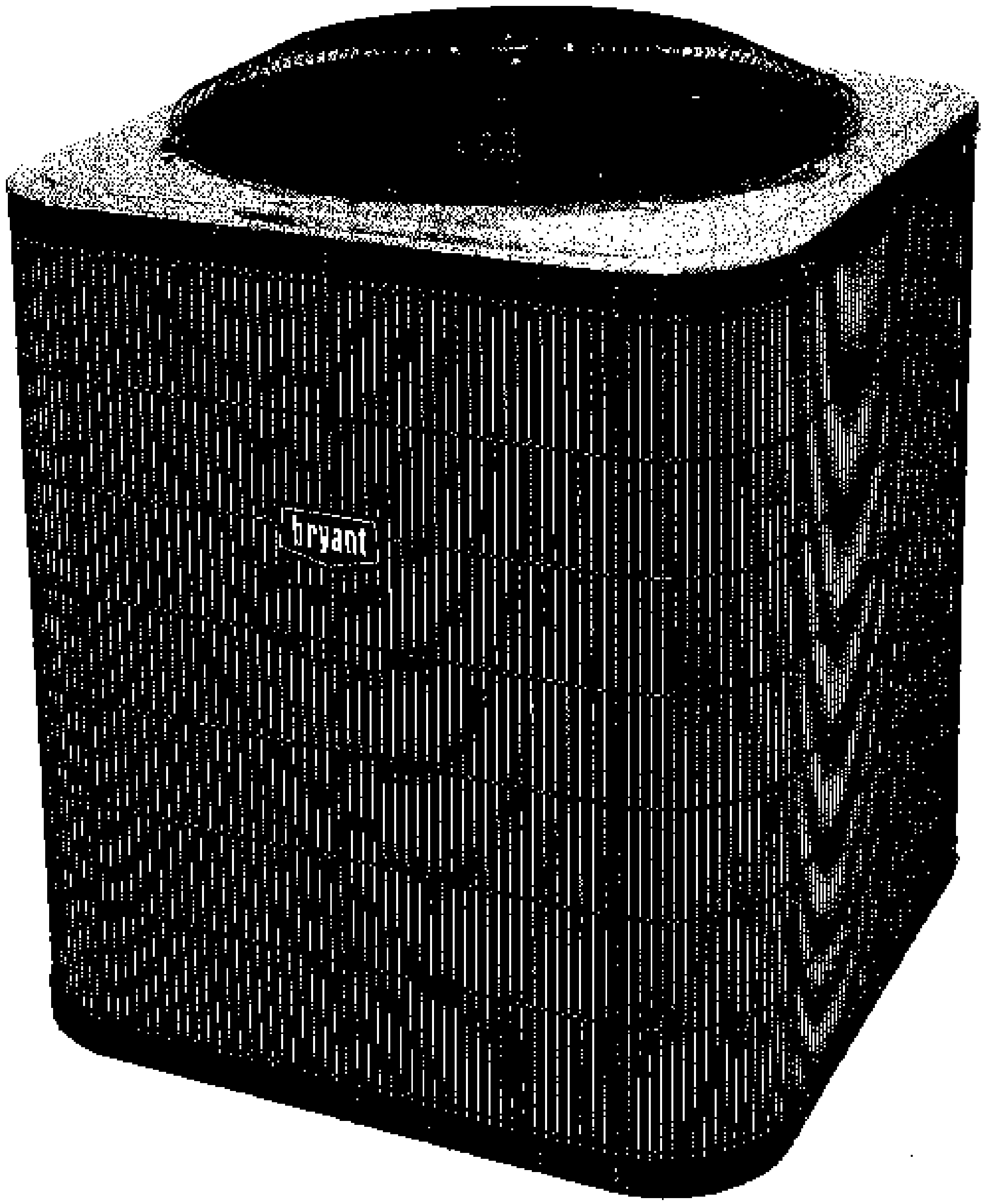
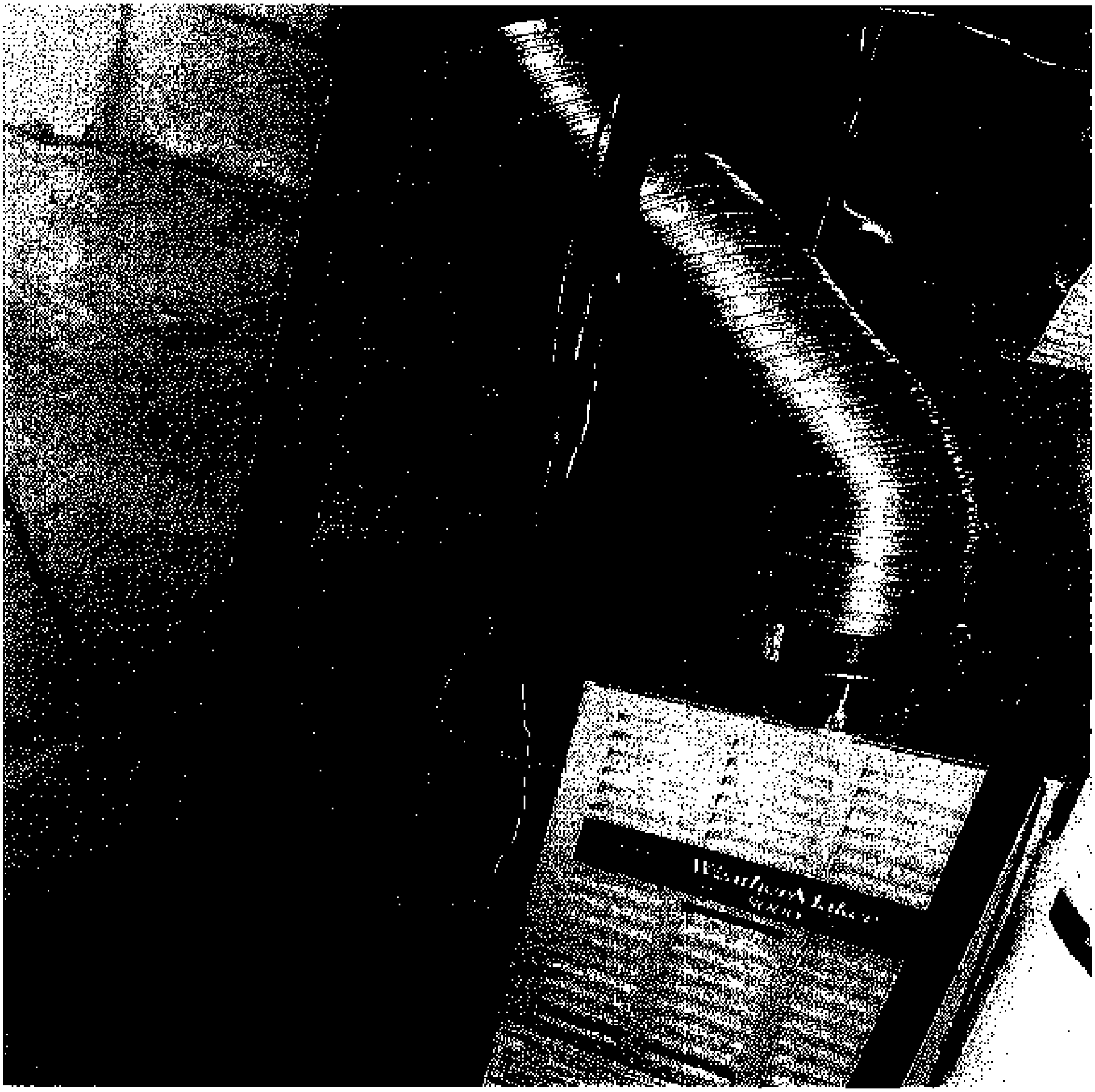


OLD VENTING

www.furnacesolutions.com | 905-456-8940 | 1-866-456-8940 | info@furnaceacsolutions.com
1981Boylen Rd, Unit 10, Mississauga, ON, L5S-1R9



NEW VENTING

Bryant Furnace

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1)Bryant Preferred Furnace 60000 BTU$3,599.00+H.S.T (Supply and install two stage High efficiency furnace including venting, duct modification, 16-25-1 filter, drain hose. Electrical wire, any sheet metal and dispose the old furnace in a Environmentally way.

2)10 year part warranty from the manufacturer (Included)

3)10 year labour warranty from Comfort Shield

Total Investment per unit: $3,599.00+ H.S.T

Extras

1) To Fixed the drywall there is an extra cost of $120 x 38 Homes: $4560.00+ H.S.T

2) To Install Humidifier (Generalair/ Aprilair) $299.00+H.S.T per unt

---

Client
Kaleem Mohammad
51 The Chimneystack Road, North York
(647)447-9716

Furnace AC Solutions Rep
Aleem Farooqi
1981 Boylen Road,Unit-10, Mississauga
(416)418-1956

If this quotation is approved, please sign the above and fax or email back'shis will help us to confirm your appt.

VISA CASH Cheque

**An admin fee of 3.0% will be charged for payments made through a credit card.*

Bryant Air Conditioner

bryant
Heating & Cooling Systems
Unique Furnace & Duct Cleaning Inc.

FURNACE AC SOLUTIONS
HEATING + COOLING
DUCT CLEANING + DUCT SEALING
PROVIDING COMFORTABLE SOLUTIONS

LENNOX
Air is life. Make it perfect.

1)Bryant Legacy 2 Ton 13 Seers Air Conditioner — *$3,299.00+H.S.T*

2)10 year part warranty from the manufacturer (Included)

3)10 year labour warranty from Comfort Shield

Total Investment per unit: $3,299.00+ H.S.T

Client
Kaleem Mohammad
51 The Chimneystack Road, North York
(647)447-9716

Furnace AC Solutions Rep
Aleem Farooqi
1981 Boylen Road,Unit-10, Mississauga
(416)418-1956

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CASH Cheque

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Bryant Furnace & Air Conditioner

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1)

1)Bryant Preferred Furnace 60000 BTU *$3,599.00+H.S.T*

(Supply and install two stage High efficiency furnace including venting, duct modification, 16-25-1 filter, drain hose. Electrical wire, any sheet metal and dispose the old furnace in a Environmentally way.

2)10 year part warranty from the manufacturer (Included)

3)10 year labour warranty from Comfort Shield

4)Bryant Legacy 2 Ton 13 Seers Air Conditioner *$3,299.00+H.S.T*

5)10 year part warranty from the manufacturer (Included)

6)10 year labour warranty from Comfort Shield

Total Investment per unit: $6,898.00+ H.S.T X 38 Town Houses ***$262,124.00+H.S.T***

Extras >> ($4,560.00+11,362.00) = $15,922.00+H.S.T ***$278,046.00+H.S.T***

1) To Fixed the drywall there is an extra cost of $120 x 38 Homes: $4560.00+ H.S.T

2) To Install Humidifier (Generalair/ Aprilair) $299.00+H.S.T per unit X 38 = $11,362.00+ H.S.T

Client
Kaleem Mohammad
51 The Chimneystack Road, North York
(647)447-9716

Furnace AC Solutions Rep
Aleem Farooqi
1981 Boylen Road,Unit-10, Mississauga
(416)418-1956

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bryant Heating & Cooling Systems
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The above price includes complete installation & commissioning of new HVAC Systems in your home. During the installation we will coordinate with other contractors for a smooth installation process.

Exclusions:

No Structural drywall, flooring, wood/carpentry, chimney/masonry work is included in our scope of work.

a) *Any other work, which is not mentioned in our scope of work.*

b) *Customer will provide us all the HVAC/ Building Permits & other approvals.*

c) *All utilities must be near the Furnace room (5-10 Ft) i.e. gas piping from the meter, electrical wiring, drainage etc.*

All of our installers are certified gas fitters and Air Conditioning & Refrigeration licence technicians. We guarantee that this installation will be done as per to the building codes and other regulations. We will provide all liability insurance & other related documents before starting the job.

I am confident that you will find this Proposal an excellent match to your requirement, if you are willing to proceed with this proposal. I would like to visit the job site to get a detailed job measurement and installation related info.

Please do not hesitate to get in touch, should you require any further information on the product or services. I look forward to hearing from you and building a happy and long association with you and our Company.

Thank You,

Aleem Farooqi
HVAC Consultant

www.furnacesolutions.com | 905-456-8940 | 1-866-456-8940 | info@furnaceacsolutions.com
1981Boylen Rd, Unit 10, Mississauga, ON, L5S-1R9

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LENNOX
Air is life. Make it perfect.

Our Company provides complete solutions to commercial and residential heating, ventilation, air conditioning and generator needs. We are Bryant Dealer in Ontario. We provide services for the installation of Complete HVAC Systems, furnaces, air conditioners, air cleaners, heat pumps, and water heaters.

We have been serving the Greater Toronto Area and have now expanded our installation and service field to best suit our customers growing needs.

Our Services

From our trusted service technicians to our knowledgeable sales support, Furnace AC Solutions is committed to providing our customers with unsurpassed product and support. Residential or commercial, whatever your needs may be, our line of highly qualified service and installation technicians have you covered. If you require immediate, affordable, on-site service 24/7.

Contact Us

Aleem Farooqi
1981 BOYLEN RD
Unit # 10, MISSISSAUGA
Ontario, L5S1R9
Cell: 416-418-1956
Fax: 905-456-0946
Office: 905-456-8940
Toll Free: 1-866-456-8940
Email:**info@furnaceacsolutions.com**
Website: www.furnaceacsolutions.com

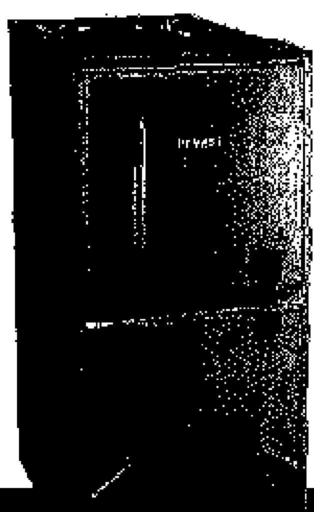
PREFERRED™ SERIES

90+% GAS FURNACES

bryant

Heating & Cooling Systems

WHATEVER IT TAKES.



Enhanced Comfort and Energy Savings, Plus Exceptional Service From Your Bryant Dealer

energy

LEARN MORE AT energystar.gov

*On qualifying models only

Preferred™ SERIES

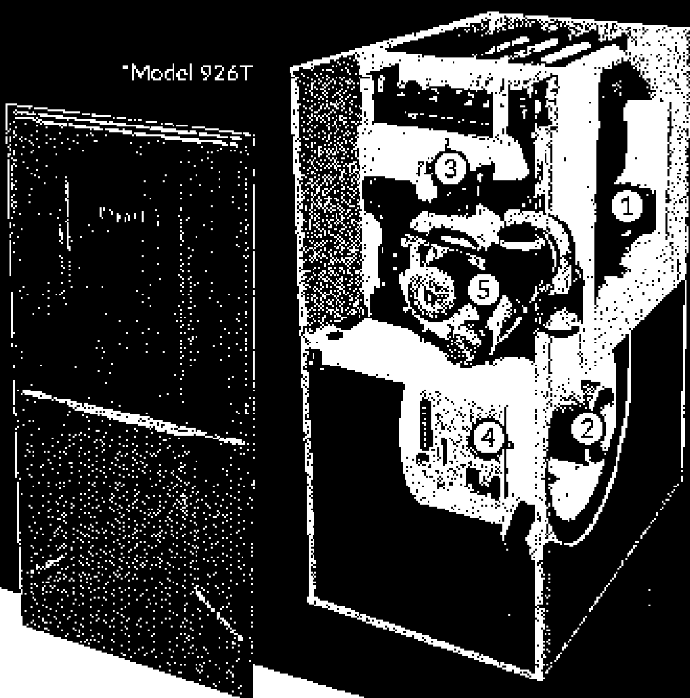
Models 926T, 925S and 922S

Home Comfort Components

Up to **96.2%** AFUE*

AFUE (Annual Fuel Utilization Efficiency) is a measure of how efficient your furnace is at converting the energy in fuel to heat.

*Model 926T



1 EXTRA GAS EFFICIENCY
The secondary heat exchanger extends heat transfer for higher efficiency use of heating fuel and is backed by a lifetime parts limited warranty.

2 CONTINUOUS COMFORT
Our variable-speed blower motor (Model 926T) operates at the precise speed needed to deliver quiet, dependable heating and improved humidity control. Our multi-speed models optimize airflow to efficiently deliver the comfort you need.

3 EFFICIENCY AND COMFORT
Our two-stage gas valve (Model 926T) provides low-stage heating the majority of the time and high-stage heating for extreme winter conditions. It means consistent temperature control with minimal "swings" in comfort.

4 SMART OPERATION
You could say we control our own destiny, because we are the only manufacturer that designs both the furnace AND the control board. Fan On *Plus*™ adjustable constant fan, and SmartEvap™ moisture control technology are a few of the functions that set Bryant Preferred™ Series models apart.

5 ECONOMICAL, LOW-NOISE OPERATION
Our two-speed (Model 926T) inducer motors alternate between high- and low-speed operation ensuring high energy efficiency and low noise operation.

Perfect Heat®

PERFECT HEAT® TECHNOLOGY FEATURE
The Perfect Heat technology feature continually monitors and adjusts performance of multi-stage furnaces by looking at current and past conditions to determine the most effective stage for maximum comfort. (Models 926T, 925S)

SmartEvap™

SMARTEVAP™ TECHNOLOGY
When paired with a compatible thermostat, SmartEvap technology adds to your comfort by managing airflow to prevent unwanted humidity from re-entering your home.

Fan On Plus

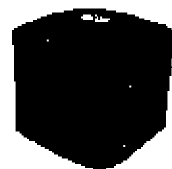
FAN ON *PLUS*™ TECHNOLOGY
Fan On Plus™ improves comfort all year long by allowing you to select different fan speeds during continuous fan operation to achieve more or less airflow as needed.

The Preferred™ Series Story

Heating and cooling systems can be complicated, but with Preferred™ Series products working together throughout your home, being comfortable is a breeze. Starting with your Preferred Series furnace and outdoor cooling unit, add a programmable Wi-Fi® thermostat. Complete the system with products that filter and purify the air, ventilate, control humidity and more. They all work as a single unit to deliver whole-home comfort to you and your family. Your Bryant dealer can recommend the appropriate products for your particular home and region of the country.

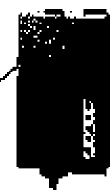
HOUSEWISE™ WI-FI® THERMOSTAT

Enjoy total system control at the touch of a screen from home, or anywhere with a Wi-Fi® connection.



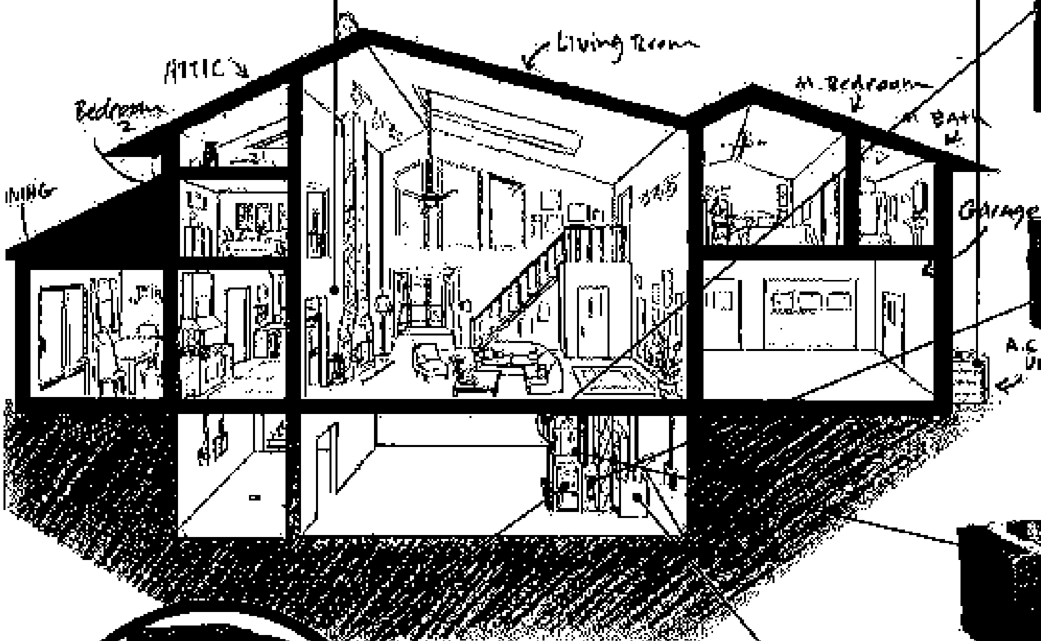
CENTRAL COOLING UNIT

High-efficiency cooling power with a matched Bryant air conditioner or heat pump delivers whole-home comfort and energy savings.



HUMIDIFIER

Adding moisture to dry, heated air can enhance your comfort, protect your woodwork and minimize static.

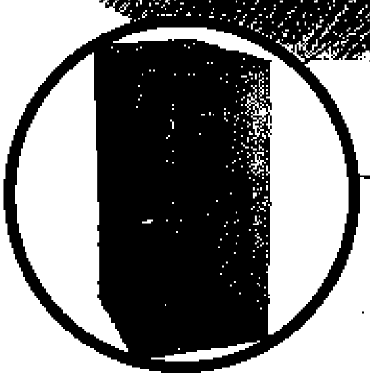


AIR PURIFIER

Patented Captures and Kills™ technology treats 100% of the air flowing through your system to both filter and eliminate selected airborne pathogens.

EVAPORATOR COIL

A properly matched evaporator coil ensures top cooling efficiency and years of reliable service from your outdoor cooling unit.



PREFERRED™ SERIES FURNACE

Our Preferred™ Series 90+% AFUE gas furnaces provide energy-efficient heating, monthly savings and a comfortable value your family can really appreciate.

- Highly efficient heating performance
  - Up to 96.2% AFUE (models 926t, 925s)
  - Up to 92.1% AFUE (model 922s)
- Most models meet ENERGY STAR® efficiency guidelines.
- Some models utilize variable-speed technology for improved efficiency and maximum comfort.

Preferred™ SERIES

VENTILATOR

Maintain a fresh, comfortable indoor environment by transferring heating and cooling energy to incoming fresh air.

Wi-Fi® is a registered trademark of Wi-Fi Alliance Corporation.

Indoor Air Quality

The air inside your home can be five times dirtier than the air outside. Dry heated air, sticky summer humidity, and stale air from today's "tighter" more insulated homes all contribute to your indoor environment. Ask your dealer about a 30-minute air analysis to learn more about the quality of the air in your home.

Air Purifiers & Filters

Captures and Kills™ technology eliminates 3 top pathogens, including the common cold and influenza virus.

Humidifiers

Add moisture to the air, helping keep static, sore throats and dry skin at bay.

Dehumidifiers

Draw moisture out of the air, improve indoor air quality and help preserve wood furnishings.

Ventilators

Circulate fresh air from outside into your home.

UV Lamps

Attack and kill mold and bacteria growing on the indoor coil.

Carbon Monoxide Alarm

Monitors levels of CO in the home and sounds an audible alarm when unsafe levels are detected.

Thermostats

Bryant offers a range of solutions for managing your system. Whether you're looking for Wi-Fi® thermostats with energy reporting for the ultimate in connected control, advanced communicating controls, zoning management or more basic thermostats—you'll have the system control you want.

Housewise™ Wi-Fi® Thermostat

The Housewise thermostat is your gateway to comfort management. It can save homeowners an average of 20% on their heating and cooling energy costs.* With Wi-Fi® capability, you can access your system 24/7 from almost anywhere and view detailed energy reporting from your tablet or web portal. Combine that with custom energy tips and you can make informed decisions about when and how to save even more money.

Preferred℠ Series Programmable Thermostat

This thermostat offers a range of powerful programming options and features for your home comfort. It provides the optimum blend of sophistication and quality with flexibility and ease of use. The result is a thermostat that gives you the maximum amount of control over your home's comfort settings and the time of day linked to them.

*Based on a 2012 third party study comparing Bryant Housewise™ technology to the estimated cost of a non-programmable thermostat set to 72° F at all times.

Top Reasons It Takes Bryant®

PASSIONATE SERVICE

Bryant dealers do more than just deliver quality products like our Preferred™ 90+% AFUE gas furnaces. They also deliver knowledge, experience and Whatever It Takes® to get each job done right, the first time. You and your system will receive the attention to detail and professional service delivered only by Bryant dealers.

EXCEEDING EXPECTATIONS

With more than 100 years of experience, Bryant offers a full lineup of products designed with whole-home comfort in mind. Through innovative design and rigorous testing, our products are built to exceed expectations, backed by Bryant warranty protection.

CUSTOMIZED COMFORT SOLUTIONS

Heating and cooling solutions are not one size fits all. Our dealers provide solutions based on your specific needs. From financing and rebates to reliable products professionally installed, Bryant provides options that help keep you and your wallet comfortable.

NEW CONVENIENCES

With a diverse line of products to address nearly any need, from hot or cold spots, to improving indoor air quality and programmable thermostats with Wi-Fi® capabilities, convenient comfort can be yours when you choose Bryant.

EFFICIENCY SAVINGS

High-efficiency ENERGY STAR® qualified systems can reduce your energy consumption and carbon footprint. By reducing monthly utility bills over the life of your system, you'll see how efficient equipment pays off.

Customized Comfort On Three Different Levels

There is a Bryant gas furnace for nearly any heating need or budget. Your Bryant dealer can help you decide which is right for you. For a comfortable balance between enhanced performance and value, choose one of our Preferred™ Series 90% or better AFUE models.

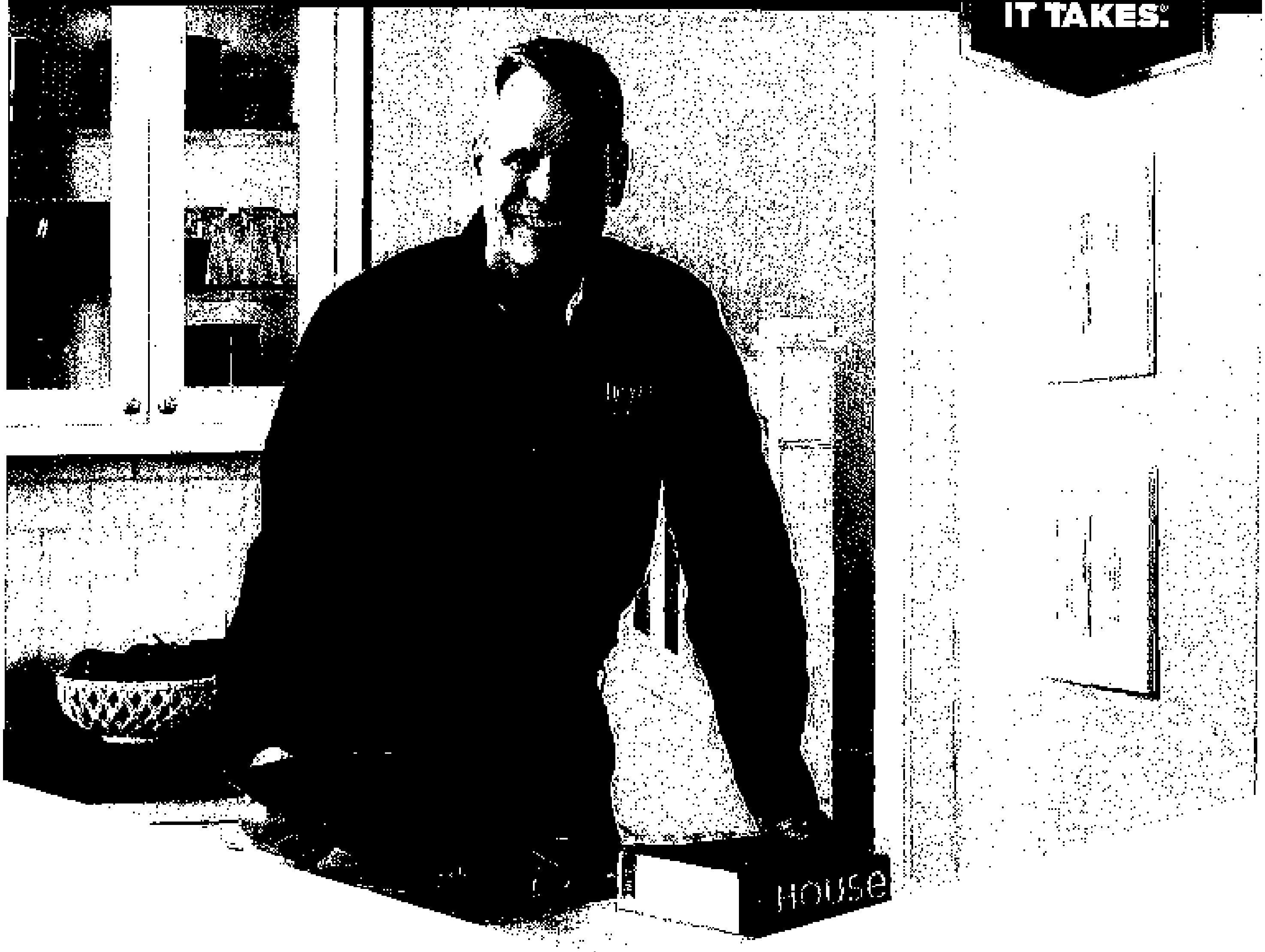
	EVOLUTION® SYSTEM	Preferred™ SERIES	LEGACY™ LINE
Energy Management	**Modulating Operation** Our highest efficiency models make subtle adjustments as conditions change to deliver comfort within a few tenths of a degree	**Two-Stage Operation** Our Perfect Heat® technology feature monitors and adjusts operation for optimal performance based on current and past conditions **Single-Stage Operation** Solid, dependable performance that still squeezes out 90% AFUE gas efficiency or better	**Single-Stage Operation** Solid, dependable performance that still provides 90% AFUE gas efficiency or better
Humidity Management	**Perfect Humidity® technology** This proprietary feature leverages multi-speed systems to maximize humidity removal without over-cooling **SmartEvap™ technology** Reduces indoor humidity by preventing condensate from dehumidification from recirculating into the home	**SmartEvap™ technology** Reduces indoor humidity by preventing condensate from dehumidification from recirculating into the home	**Basic Humidity Management** Provides basic humidity removal during cooling operation
Airflow Management	**Fan-On *Plus*™ technology** Enjoy enhanced ventilation control with the ability to change fan speeds from a compatible thermostat	**Fan-On *Plus*™ technology** Enjoy enhanced ventilation control with the ability to change fan speeds from a compatible thermostat	**Fan-On *Plus*™ technology** Enjoy enhanced ventilation control with the ability to change fan speeds from a compatible thermostat
Comfort Management	**Evolution® Connex™ Control** Our most capable and complete comfort control with full-color touch-screen and available wireless access to temperature, humidity, ventilation and more **Variable-Speed Operation** Low speeds enhance comfort with consistent temperature, reduced hot/cold spots and drafts, and superior humidity management. Higher speeds maintain your comfort in more extreme conditions	**Housewise™ Wi-Fi® Thermostat** This deluxe comfort control looks great and performs even better. Wireless operation, touch screen, energy use tracking and usage reports **Constant Air Movement** Delivers quiet, even temperature control, humidity control and greater comfort	**Bryant® Wi-Fi® Thermostat** Our more basic model with remote access, full programming and energy use monitoring **Single-Speed** Solid, reliable performance that delivers comfort when you need it
Warranty	To the original owner, Bryant Preferred 90+% AFUE gas furnaces are covered by a 10-year parts and lifetime heat exchanger limited warranty upon timely registration of your new equipment.* Ask your Bryant dealer about optional extended warranties, which may include labor.		

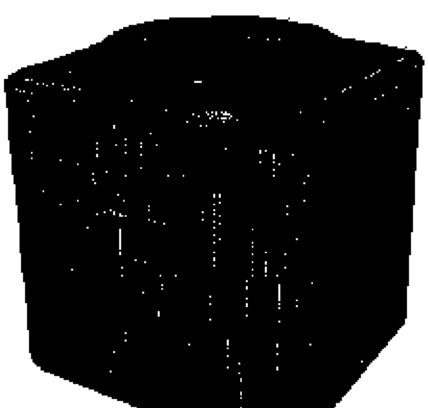
*The limited warranty period is 5 years on parts and 20 years on heat exchangers if not registered within 60 days. Jurisdictions where warranty benefits are not conditional on registration will automatically receive a 10-year parts limited warranty and a lifetime parts limited warranty on the heat exchangers. See warranty certificate at bryant.com for complete details and restrictions.

LEGACY™ LINE
AIR CONDITIONERS

bryant
Heating & Cooling Systems

WHATEVER IT TAKES.®





Complete Comfort and Energy Savings, Plus Exceptional Service From Your Bryant® Dealer

Qualifying systems only

energy
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LEGACY™ LINE

Models 106A, 105A, 116B, 114C & 113A

Top Reasons It Takes Bryant®

EXCEEDING EXPECTATIONS

With more than 100 years of experience, Bryant offers a full lineup of products designed with whole-home comfort in mind, including our value-packed Legacy Line air conditioners. Through innovative design and rigorous testing, our products are built to exceed expectations, backed by Bryant warranty protection.

NEW CONVENIENCES

With a diverse line of products to address almost any need, from hot or cold spots, to improving indoor air quality and programmable thermostats with Wi-Fi® capabilities, convenient comfort can be yours when you choose Bryant.

PASSIONATE SERVICE

Bryant® dealers do more than just deliver quality products like our Legacy™ Line air conditioners. They also deliver knowledge, experience and Whatever It Takes® to get each job done right, the first time. You and your system will receive the attention to detail and professional service delivered only by Bryant dealers.

CUSTOMIZED COMFORT SOLUTIONS

Heating and cooling solutions are not one size fits all. Our dealers provide solutions based on your specific needs. From financing and rebates to reliable products professionally installed, Bryant provides options that help keep you and your wallet comfortable.

EFFICIENCY & SAVINGS

High-efficiency comfort systems can reduce your energy consumption and carbon footprint. By reducing monthly utility bills over the life of your system, you'll see how efficient equipment pays off.

Customized Comfort On Three Different Levels

There is a Bryant air conditioner for almost any comfort need or budget. Your Bryant dealer can help you decide which is right for you. For a comfortable balance between budget and performance, choose one of our Legacy™ Line air conditioner models.

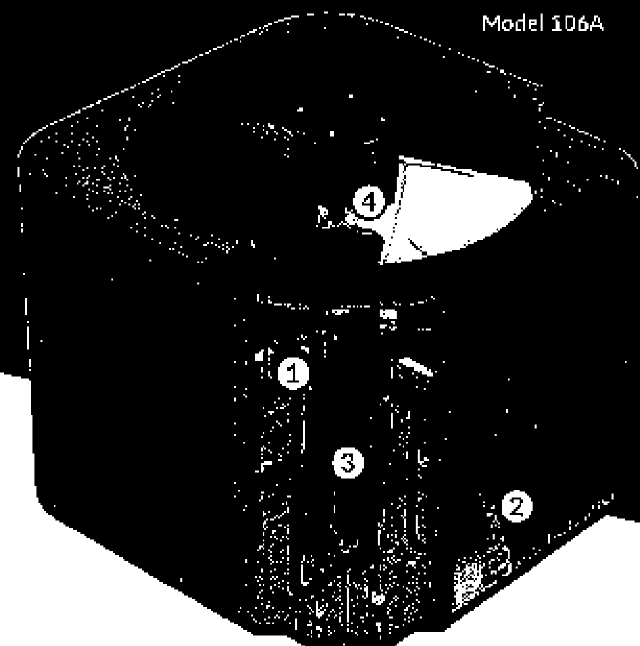
	EVOLUTION® SYSTEM	Preferred™ SERIES	LEGACY™ LINE
Energy Management	**Multi-Stage Operation** Our highest efficiency models make subtle adjustments as conditions change to deliver comfort with much higher precision than standard or two-stage models **Two-Stage Operation** Nearly continuous low-stage operation reduces energy consumption. High-stage operation maintains your comfort as conditions mandate	**Two-Stage Operation** Nearly continuous low-stage operation reduces energy consumption. High-stage operation maintains your comfort as conditions mandate **Single-Stage Operation** Solid, dependable performance that delivers money-saving efficiency	**Single-Stage Operation** Solid, dependable performance that delivers money-saving efficiency
Humidity Management	**Multi-Stage Operation** This system senses incremental changes in humidity, then uses inverter-controlled precision to provide superior humidity management **Perfect Humidity® technology** This proprietary feature leverages multi-speed systems to maximize humidity removal without over-cooling	**Perfect Humidity® technology** This proprietary feature leverages two-stage systems to maximize humidity removal without over-cooling	**Basic Humidity Management** Provides basic humidity removal during cooling operation
Comfort Management	**Evolution® Connex™ Control** Our most capable and complete comfort control with full-color touch-screen and available wireless access to temperature, humidity, ventilation and more **Multi-Stage Operation** Enjoy consistent temperature, reduced hot/cold spots, and superior humidity management. Multi-stage systems more closely match current conditions and adjust as needed to maintain comfort.	**Housewise™ Wi-Fi® Thermostat** This deluxe comfort control looks great and performs even better. Wireless operation, touch-screen, energy use tracking and usage reports **Two-Stage Operation** Reduced up-and-down temperature swings compared to single-stage systems due to longer, low-stage comfort cycles	**Bryant® Wi-Fi® Thermostat** Our more basic model with remote access, full programming and energy use monitoring **Single-Stage Operation** Solid, reliable performance that delivers comfort when you need it
Sound Management	**Multi-Stage Operation** Provides ultra-quiet operation as low as 56 dB on lower comfort stages **AeroQuiet System II™** Reduces sound through a combination of components that optimizes airflow and minimizes vibration	**Two-Stage Operation** Delivers low-sound comfort nearly continuously during low-stage operation	**Single-Stage Operation** Smooth-running scroll compressor helps deliver quiet comfort
Warranty	To the original owner, Bryant® Legacy™ Line air conditioners are covered by a 10-year parts limited warranty upon timely registration of your new equipment.* Ask your Bryant dealer about optional extended warranties, which may include labor. *The limited warranty period is 5 years on parts if not registered within 90 days. [illegible]		

Home Comfort Components

Up to 16 SEER

SEER (Seasonal Energy Efficiency Ratio) is the measure of the energy efficiency of the air conditioner system.

Model 106A



1 ENVIRONMENTALLY SOUND
Our scroll compressor is designed for use with Puron® refrigerant to provide quiet comfort and years of environmentally sound, energy-efficient operation.

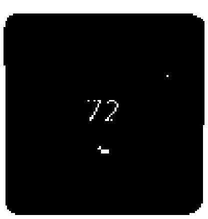
2 RELIABLE PERFORMANCE
Bryant's Microtube™ technology refrigeration system maximizes heat transfer needed for efficient air conditioner operation in both heating and cooling. Coil materials and design minimize chances for rust and corrosion for lasting performance.

3 QUIET OPERATION
Smooth-running scroll compressor features naturally quiet operation and includes built-in protective features so you can enjoy your comfort for years.

4 BUILT TO LAST
Bryant's DuraGuard™ protection package ensures lasting durability and good looks through years of exposure to weather, sports and lawn equipment and more. Three key elements to this package include: galvanized steel cabinet, baked-on powder paint and wire coil guard.

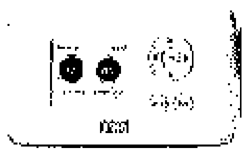
Controls

Bryant offers a range of solutions for managing your system. Whether you're looking for Wi-Fi® thermostats with energy reporting for the ultimate in connected control, advanced communicating controls, zoning management or more basic thermostats—you'll have the system control you want.



Housewise℠ Wi-Fi® Thermostat

The Housewise thermostat is your gateway to comfort management. It can save homeowners an average of 20% on their heating and cooling energy costs.* With Wi-Fi® capability, you can access your system 24/7 from almost anywhere and view detailed energy reporting from your tablet or web portal. Combine that with custom energy tips and you can make informed decisions about when and how to save even more money.



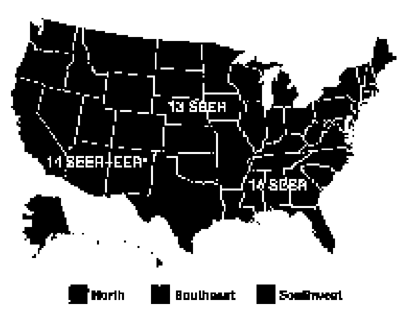
Bryant® Wi-Fi® Thermostat

This thermostat is about more than simply giving you remote access. It's about helping you save money on energy through advances in programming design, smart recovery and energy use reporting. You can see when you're spending the most on energy and tailor your settings to save. And, when you're not home, this thermostat will work to heat or cool the most efficient way possible for your system type and brand.

2015 Minimum Regional Efficiency Standards For Air Conditioners

The new 2015 minimum efficiency standards for split system ACs, packaged ACs and packaged gas/electric are regionalized. These standards divide the country into three regions: North, Southeast and Southwest.

Split System and Packaged Air Conditioners – Regional Standards			
System Type	North Region	Southeast Region	Southwest Region
Split System ACs	13 SEER	14 SEER	14 SEER / 12.2 EER < 45,000 Btuh 14 SEER / 11.7 EER ≥ 45,000 Btuh
Packaged ACs	14 SEER	14 SEER	14 SEER / 11 EER
Packaged Gas/Electric	14 SEER / 81% AFUE	14 SEER / 81% AFUE	14 SEER / 11 EER / 81% AFUE

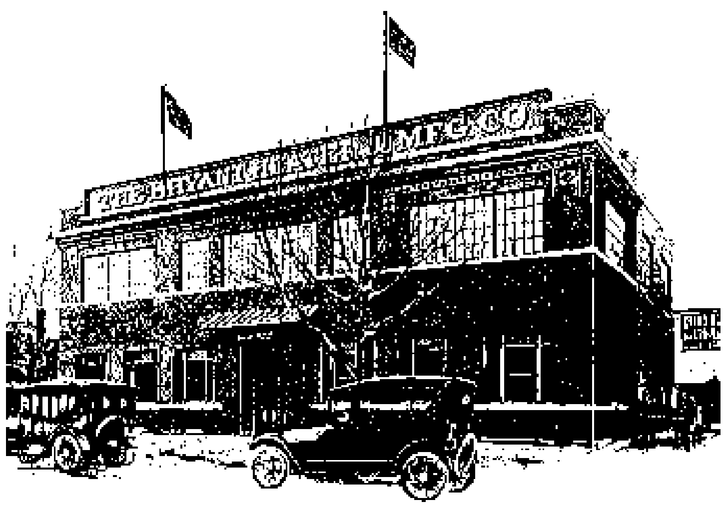


*Based on a 2012 third-party study comparing Bryant Housewise℠ technology to the estimated cost of a non-programmable thermostat set to 72° F at all times.
Wi-Fi® is a registered trademark of Wi-Fi Alliance Corporation.

For more than a century, homeowners have associated Bryant® heating and cooling products with the highest standards of indoor comfort and Bryant dealers as service leaders. Through commitment and dedication of our product development and manufacturing teams, we have consistently met every new challenge head-on and delivered the products to meet or exceed expectations. Our national network of passionate Bryant dealers is at the forefront of our success. Knowledgeable in the field, and equipped to address your home comfort needs, our dealers deliver customized comfort solutions to you and your family by doing...

WHATEVER IT TAKES.

Since 1904



bryant®

Heating & Cooling Systems

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Canada

ENERGUIDE

Seasonal Energy Efficiency Ratio (SEER)
Central Air Conditioners

Up to 16.0

13.0 — Uses least energy → 24.5

FSC
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MIX
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01-8110-1327-25 2/2016

Plan Options

Choose One Plan or a Combination of Plans for a Complete Solution

Labor Only – covers the cost of labor for all electrical and mechanical repairs. 5 and 10 year plans available.

Parts Only – covers the cost of the parts used for repair. Extend your manufacturer's 5 year parts warranty to 10 years when applicable.

If purchased in conjunction with your dealer's maintenance program, you can have peace of mind knowing your HVAC unit will be professionally maintained and repaired for years to come.

It's Simple

1. **Purchase a Climate Shield Complete Plan**
   Contact your Installing Dealer for pricing and to purchase a plan
2. **Schedule Service**
   Simply call your Climate Shield Complete Installing Dealer
3. **Receive Service**
   Service will be performed by your authorized installing dealer or an experienced HVAC service provider at a time that is convenient for you

For non-pricing information about
Climate Shield Complete call 866-538-8922

Climate Shield
COMPLETE

Protection
for your home's

Heating
& Cooling Equipment

Think Ahead.

If your system fails, you want it fixed fast.

Typically, the manufacturer's warranty on an HVAC unit covers parts only. Our plans cover labor, which on average makes up 70% of repair costs.

What's Covered

- 100% Labor Coverage
- One Simple Call for Service
- No Deductibles
- No Out of Pocket Service Fees or Trip Charges
- Fully Transferable - For a minimal $25 fee
- Up to 10 Years of Protection Available

Purchase Climate Shield Complete and alleviate any worries of future repair costs that could potentially add up to thousands of dollars.

Sample Common Repairs	Avg Repair Costs
Motor Replacement	$450
Leak Repair	$550
Coil Replacement	$800
Compressor Replacement	$1,500

Simple Service Solution.

The support you want, when you want it.

Plan Benefits*

- **Multiple Plan Options Available**
  Options include labor only or parts only
- **Fully Transferable**
  For a nominal fee, the Extended Warranty can be transferred to a new building owner
- **Up to 10 Years of Protection**
  Available on units that have been purchased and installed by a Climate Shield Complete Dealer within 5 years from the installation date
- **Experienced Repair Technicians**
  Service performed by your authorized installing dealer or an experienced HVAC service provider
- **One Simple Call for Service**
  Call your Climate Shield Complete Dealer if your system needs repair
- **Extended Warranty Begins**
  Depending on the type of Extended Warranty purchased, protection could start as early as 31 days from the date of purchase

*Limitations may apply. Subject to Service Net's terms and conditions. Risk management provided by Service Net Warranty, LLC. and backed by an A.M. Best A+ rated insurance company. Regular annual maintenance costs are not included.

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Heating • Air Conditioning • Duct Cleaning

HVAC Certificate of Completion

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416-418-1956
www.FurnaceACSolutions.com

○ Thermostat and Filter
○ Owner's manual has been shown
○ Work Site Cleaned Up
○ Customer Satisfied with Installation

Customer Name: ____________________
Customer Address: ____________________
Customer Signature: ____________________

Master Technician: ____________________
Installation / Service Date: ____________________
Next Service Date: ____________________

TSSA · NADCA The HVAC Inspection, Maintenance and Restoration Association · bryant Heating & Cooling Systems · AEROSEAL Duct Sealing From The Inside · Navien · MITSUBISHI ELECTRIC AIR CONDITIONING SYSTEMS

ACS Mechanicals
"Expert service driven to be the best."

2

Address: 165 La Rose Ave

Etobicoke ON M9P 3S9
Phone: 416-659-7934
Email: acsmechanicals787@gmail.com

Quote No.	733
Date:	November 27, 2020
Customer ID	51 Chimney Stack Rd
Valid Until	December 27, 2020

QUOTATION

To: Mohammad Kaleem
Address: 51 Chimney Stack Rd
Phone: (416) 736 - 8889
Email: kaleem@mpmg.ca

Item	Qty	Unit Price	Line Total
95% High Efficiency Furnaces Replacement with ECM Motor, Bonding and Neutralizer as per code			2810
2 Ton 410A Evapourator and Condensing Coil A/C Unit			**2900**
Labour Charge			1980
⟹ * \$. 7690 X 38 =	\$. 2	92, 220.	00 + HST.

Thank you for your business! If you have any questions, please contact Bobby, 416-659-7934, acsmechanicals787@gmail.com Visit us on, Web: www.acsmechanicals.ca Instagram: acs_heating_airconditioning	* Sub Total	7690
	Tax 13%	999.7
	Grand Total	\$ 8689.7

POWERLINK BUILDING SERVICES

Unit 47, 50 Great Gulf Dr. Vaughan ON, L4K 07K
Tel: (416) 876-5188; E-Mail: account@powerlinkbs.ca
HST#750761918RT0001

3

QUOTATION

Quote #: 20-19 To: Harry Sherman
Date: 20-Nov-20 Attn.: Mohammad Kaleem

REF: Townhouse furnace replacement
Address: 51 The ChimneyStack Road, Toronto

Item	Description of work	Qty	Unit Price	Extended Price
1	Supply and install new YORK furnace and associated piping	38	$ 9,500.00	$ 361,000.00
2	Disposal and recycle	38	$ 1,000.00	$ 38,000.00
			Total Price (HST Extra):	$ 399,000.00

Exclusion:

Quoted by:

TW

Terry Wang, Vice President

Quotes for Domestic Hot water (DHW) Riser Replacement

POM Plumbing Inc.
30-3045 Southcreek Rd.
Mississauga ON L4X 1M3
905-625-8777
info@pomplumbing.ca
GST/HST Registration No.: 83150 6332 RT0001

Estimate 2032

ADDRESS
5753 Coopers Ave
Mississauga ON L4Z 1R9

DATE	TOTAL
26-11-2020	$459,295.28

PROJECT ADDRESS
51 The Chimneystack Rd

ACTIVITY	QTY/HRS	RATE	TAX	AMOUNT
Description This quote for the replacement of the 34 sets of hot and cold domestic water risers in the building. Quote included: -Isolate existing risers with existing shut-off valves and drain water (34 in total as each apartment has 2 sets of risers, 1 set of risers for the kitchen and 1 set of risers for the washroom) -To open walls and kitchen cabinets to access risers. Where possible kitchen cabinets will be removed and re-installed back. Where not possible back wall will be cut and repaired after. Vanity in washroom will be removed and re-installed back after -To remove old pipe -To supply and install additional supports where required for the new piping -To supply and install new piping -To perform pressure test -To connect new risers to the existing system -To isolate new piping to protect from condensation -To close and to patch damaged walls. To re-install cabinets -Water supply in each riser will be restored at the end of each day	1	370,256.00	HST ON	370,256.00
Note During site visit we noticed that existing apartment isolation valves are old and might not be operational. Please allow $24,300.00 + HST to replace apartment isolation valves. Price includes all the apartments in the building	1	24,300.00	HST ON	24,300.00

ACTIVITY	QTY/HRS	RATE	TAX	AMOUNT
Note Quote based on assumption that riser valves are operational. If riser valves are not operational replacement of the valves will be required to be able to perform the job. If riser valves needs to be replaced emergency building shut down will be required. Additional cost to replace set of valves for 1 riser (includes 3 valves - 1 x cold water main shut-off valve, 1 x hot water main shut-off valve and 1 x hot water re-circulation valve) would be $450.00 + HST. If we doing all the riser valve within the project $100.00 per valve group is applicable	34	350.00	HST ON	11,900.00

SUBTOTAL	406,456.00
HST (ON) @ 13%	52,839.28
TOTAL	$459,295.28

THANK YOU.

Accepted By

Accepted Date

Tridon Mechanical Ltd.

6110 Ordan Drive, Unit # 3
Mississauga, ON L5T 2B4

Estimate

Date	Estimate #
2020-11-25	46

Name / Address
PMC Engineering Frank Lin

Project

Description	Total
Job Tag: 51 Chimneystack Rd	0.00
Date:Nov. 23 ,2020	
Scope of work	750,000.00
Remove and replace existing copper DHW risers and branch line with new type L copper, complete with new shut-off valves Insulate all new piping.	
Remove and replace the existing copper DHW horizontal main and the DHW recirc main with new type L copper ,complete with all riser isolation valves.	
Cut and repair all in-suite drywall needed to access the risers	
HST (ON) on sales	97,500.00

GST/HST No. 781337324

Subtotal	$750,000.00
Sales Tax	$97,500.00
Total	$847,500.00

This is **Exhibit "D"** mentioned and referred to in the

Affidavit of Rosell Kerr

Affirmed this 06th day of June 2025

Julian Castro Ortiz

Julian Castro Ortiz (Jun 6, 2025 13:39 CDT)

A Commissioner for Taking Affidavit
Julian Castro Ortiz
Barrister and Solicitor LSO #77258V

[Legal name of co-op]

A BY-LAW ABOUT ELECTRONIC MEETINGS AND BALLOTING

By-law No. [ ]

MODEL FOR ONTARIO CO-OPS

Use with the **Guide to the 2023 by-law updates for Ontario co-ops**.

Passed by the Board of Directors on ___________, 20___

Confirmed by the members on ___________, 20___

ELECTRONIC MEETINGS AND BALLOTING BY-LAW

The purpose of this By-law is to deal with electronic attendance at board and members' meetings, electing directors by ballot and other things.

Article 1: About This By-law

1.1 Priority of this By-law

This By-law governs over the Occupancy By-law, the Organizational By-law and all other co-op by-laws in case of conflict.

1.2 Electronic Participation

(a) **Special meaning**

In this By-law "electronically" means transmitting information or data by telephone or in other electronic or technological ways, including phone calls, voicemail, fax, e-mail, automated touch phone system, cell phone, computer or computer networks.

(b) **Electronic meetings**

When meetings are held electronically or have electronic participation, people who attend electronically must be able to reasonably participate in the meeting. They are considered to be present at the meeting for all purposes including quorum.

(c) **Electronic notices and documents**

Rules about delivering notices and documents to members and to the co-op are stated in section 7.2 (Notices to Members) and section 7.3 (Notices to Co-op). When signed documents or notices are referred to in co-op by-laws, they may not be signed or delivered electronically unless a by-law allows electronic signature or delivery for that type of document or notice.

Article 2: Electronic Members' Meetings

2.1 Electronic Members' Meetings

When a members' meeting is called, the board will decide whether

- members have to attend in person,
- members have to attend electronically, or
- members can attend either in person or electronically.

2.2 Notice of Electronic Members' Meetings

The notice of a members' meeting has to state the place of the meeting. If electronic attendance is allowed or required, the notice of meeting will state the details on how members can connect, participate and vote.

2.3 Voting

(a) Right to vote

Every member of the co-op has the right to one vote at any members' meeting. Anyone can vote who is a member at the time of the vote.

(b) Must be present

Members cannot appoint someone else to vote for them. Members can vote only

- if they are present at the meeting in person;
- if they are present at the meeting electronically if electronic attendance was stated in the notice of the meeting; or
- if they vote in advance. See section 3.2(d) (Election Meeting — Advance Voting).

(c) Voting by show of hands

Voting is by show of hands unless there is a secret ballot. If there is electronic attendance, show of hands includes electronic voting and automated electronic voting.

(d) Secret ballot

Directors are elected by secret ballot See section 3.2(c) (Election Meeting—Voting). There can also be a secret ballot where the board decides there should be a secret ballot and states this on the agenda for the meeting. In that case, the board will make sure there are procedures for secret voting for members who attend electronically. There can also be a secret ballot if both the following conditions are satisfied:

- if the members at the meeting decide by simple majority vote to have a secret ballot; and
- if electronic attendance was stated in the notice of the meeting, there are procedures for secret voting for members who attend electronically.

Article 3: Board Elections

3.1 Election Procedures

(a) Election committee

The board will appoint an election committee or election officer before any members' meeting where there will be an election. The committee or officers do not have to be members. If the board does not appoint an election committee or officer, then the board will perform the duties of the election committee.

(b) **General duties of election committee**

- giving information about the election to the members, including educating members on the duties and responsibilities of the board
- finding candidates
- discussing qualification issues with candidates
- setting a deadline for nominations
- making sure the election follows the rules stated in the *Co-op Act* and the by-laws
- arranging for ballots to be distributed to members
- acting as or arranging for returning elections officers to control the ballot boxes and ensure confidentiality of marked ballots.

(c) **Nominations**

Members can run for a director position by submitting a nomination form that includes the information in Schedule A to this By-law. The form must be signed by the nominee and two other members. The nominee must sign and submit any documents required by the by-laws or the *Co-operative Corporations Act*. These will take effect if the nominee is elected.

(d) **Nomination deadline**

The election committee will establish a deadline for nominations. This must be at least six days before the date of the election meeting. It can extend the deadline to a day at least three days before the date of the election meeting. It can do this before or after the original deadline and regardless of the number of nominations received before the original deadline.

(e) **Checking qualifications**

The election committee will review the qualifications of each candidate and, if there is any question, will discuss it with the candidate.

(f) **Number of candidates**

The election committee should try to have more candidates than the number of directors to be elected.

(g) **Counting votes**

The election committee supervises counting the votes and announces the results. The members' meeting should choose two or more members unrelated to the candidates to count the votes. If there is no election committee, or if the members do not choose people to count the votes, the chair will decide how the votes will be counted.

(h) **No conflict of interest**

If there is an election committee separate from the board, no member of the committee, or relative of a member, can run in the election. If the board is acting as the election committee, any director who wishes to run in the election, or who has a relative who wishes to run, has to declare a conflict of interest and cannot be involved in any board decisions or activities related to the election. The conflict-of-interest rules in the by-laws will apply. If a conflict of interest is not declared, the director and all relatives are not eligible to run for the board. Someone who is running for election or re-election cannot chair any part of a members' meeting where there are elections.

3.2 Election Meeting

(a) **Annual members' election meeting**

Members elect the directors at the annual meeting, but elections can be scheduled for another meeting.

(b) **Nominations**

The election committee will present a list of candidates that have been nominated. Nominations from the floor at the election meeting are not permitted.

(c) **Voting**

Voting will be by secret ballot. The rules in the *Co-op Act* must be followed. These include:

- Members must cast a number of votes equal to the number of positions to be filled. Any ballot which has more or less votes will not be counted.
- Members cannot vote more than once for a candidate.
- Members cannot appoint someone else to vote for them.

(d) **Advance voting**

Members can vote in advance at the co-op office or another polling station set up by the election committee. The committee will notify all members of the days and hours when they can vote. Members may have to provide identification. They will be given a ballot to fill in in secret. The filled-in ballots will be put in a sealed box that will not be opened until the election meeting.

(e) **Special circumstances**

If members cannot vote at the office or polling station because of special circumstances, such as illness or absence during polling hours, they can contact the office or the election committee. The committee can arrange for two persons to meet a member at the office or their unit, give them a ballot and put the ballot into a sealed box.

(f) **Quorum requirements**

There must be a quorum at the election meeting until the final vote is cast. There does not have to be a quorum while the votes are being counted and when the results of the vote are announced.

(g) **Most votes**

The candidates with the most votes are elected to the board. The number of votes for each candidate or the order in which they finished should not be announced. If applicable, there will be an announcement of:

- the names of candidates tied for the last position
- the names of candidates elected for a full term and for a partial term.

(h) **Tie vote**

If there is a tie for the last position for a full or partial term, the chair will decide the winning candidate at the meeting by lottery (coin toss or random draw).

(i) **Acclamation**

If the number of nominees is equal to the number to be elected or less, the chair will declare that the candidates are elected by acclamation.

(j) **Lower number elected**

If the number of directors elected is lower than the positions available, the vacancies can be filled by the board under section 5.1 (Vacancies).

3.3 Recount

(a) **Immediate recount**

A member can move to have a recount immediately after the results are announced. If a quorum is still present and at least nine members support the motion, there will be an immediate recount. One of the members who supported the motion can be present during the counting.

(b) **Special recount meeting**

If there has not been an immediate recount, five percent of the members can requisition a special members' meeting to recount the votes. This requisition must be received during the seven days following the election meeting. There will be a recount at the meeting. One of the members who signed the requisition can be present during the counting. Until the recount, the results announced at the election meeting will stand.

(c) **Used ballots**

The election committee or the chair will destroy the ballots, counting records and any electronic records right after a recount. If there is no recount at the election meeting, those items will be kept in a safe place during the seven days following the election meeting. They will be destroyed on the eighth day unless a recount meeting has been requisitioned under this section.

Article 4: Board Procedures

4.1 E-mail notices

Any director can agree in writing to accept notices by e-mail. E-mail can be used to give those directors notices of board meetings, agendas of board meetings and reports and other documents related to board functions. Highly sensitive materials should not be sent by e-mail, but should be distributed at the meeting and all copies should be collected afterwards.

4.2 Phone Meetings

Any or all directors can participate in a board meeting by conference phone or other equipment where all the directors can communicate with each other simultaneously and instantaneously. A director participating in those ways is considered to be present at the meeting.

4.3 Resolutions in Writing

The directors can pass a motion by signature (except a motion to end a member's membership and occupancy rights). The motion must be in writing and signed by all directors. Signature can be in person, by e-mail of a scanned document or through an electronic signing service. Resolutions or motions passed in this way will be included with the minutes of the next board meeting. The same confidentiality requirements apply as if the matter came up at a board meeting.

4.4 Board Polls

(a) **Effect of board poll**

If no director objects, a board poll can be used to get an advance opinion from the directors. A board poll is not a legal decision. The results have to be reported to the next board meeting. The board poll becomes a legal decision if the board passes a motion to confirm it or all directors sign a resolution in writing to confirm it.

(b) **Procedure for board poll**

A board poll can be arranged by a decision of the board, by the president or vice-president or by the manager. The poll can be conducted by e-mail, telephone or in other way. All directors will be given the same information and the opportunity to state their position on the issue.

(c) **Acting on board poll**

Before the next regular board meeting, action can be taken as a result of a board poll only if

- the result of the board poll is confirmed by a special board meeting, which could be by telephone,
- the result of the board poll is confirmed by a resolution signed by all directors under section 4.3 (Resolutions in Writing), or
- the action is within the authority of the manager or another person who takes the action.

Article 5: Vacancies in Board

5.1 Vacancies

(a) **When members do not elect enough directors**

When the members do not elect the full number of directors at an election meeting, the board can appoint a qualified person to fill the vacancy.

(b) **If no board quorum**

If there is a vacancy and the board no longer has a quorum, the remaining directors must appoint or serve as an election committee. Article 3 (Board Elections) will apply. The remaining directors must call a members' election meeting as soon as possible after the nomination deadline to elect directors to serve the rest of the terms of the former directors.

(c) **If meeting not called**

If the remaining directors do not call the members' meeting under the previous paragraph, then any member can call the meeting. The meeting must permit electronic attendance. At the meeting the members elect directors to serve the rest of the terms of the former directors. Candidates must be nominated from the floor and seconded. Section 2.3(d) (Voting – Secret Ballot) applies.

(d) **When the members remove a director**

When the members remove one or more directors, they can elect any qualified person for the rest of the term of the former director. They can do this only if the meeting permits electronic attendance. Candidates must be nominated from the floor and seconded. Section 2.3(d) (Voting – Secret Ballot) applies. If they do not elect a replacement, the board can appoint a qualified person to fill the vacancy. If the board no longer has a quorum, paragraphs (b) and (c) of this section will apply.

(e) **When vacancies occur for any other reason**

When there is a vacancy on the board and the previous paragraphs of this section don't apply, the board can appoint a qualified person for the rest of the term of the former director. The appointment takes effect immediately, but the election of the director must be put on the agenda for the next members' meeting. The appointment will be considered confirmed unless the members elect someone else.

Article 6: Confidentiality Situations

6.1 No Recording of Meetings

(a) **Recording co-op meetings**

People present at a co-op meeting can take notes but are not allowed to record the meeting, whether by tape or any other device. This includes members' meetings, board meetings and committee meetings. It includes the participants in the meeting, such as directors or committee members, and also members and guests. It applies whether the people are present in person or by conference phone, electronic or other equipment.

(b) **Board authorization**

The board can authorize taping or recording of meetings to help in minute-taking or for other reasons. Only the board can give the authorization, whether it is for a board, members' or committee meeting. The motion to authorize taping or recording must be recorded in the minutes of a board meeting.

6.2 Electronic Entry and Security Systems

(a) Electronic records

The co-op may have security cameras, key fobs or other systems that automatically create records. These are called electronic records in this section. They are considered confidential information under this By-law.

(b) Approval at a members' meeting

The installation of any new electronic records system, or any major change in an existing system, requires approval at a members' meeting. The board can approve other changes, such as relocation of a security camera.

(c) Location of security camera screens

Live monitors, computer or television screens that show images from security cameras will be placed so that only authorized staff can see them. A motion at a members' meeting can decide something else. This does not apply if the co-op has arranged for direct viewing on a cable or similar channel.

(d) Checking electronic records

Electronic records will be checked as necessary by authorized staff. No one else can see them except as stated in this section.

(e) Discarding electronic records

The board will decide on a normal time frame for discarding or recycling each kind of electronic record unless one of the following applies:

- The manager is aware of an incident or situation where the records may shed light on the problem in the future.
- Someone has submitted an incident report or complaint where the manager believes the records could be relevant.
- The manager feels the records could be relevant in a legal proceeding.
- The manager has received an indication that the records should be kept as evidence.

6.3 Incidents

(a) Use of records

When the manager is reporting to the board on any incident, complaint or situation, the manager should report to the board on what is shown by relevant paper, electronic and other records. The manager may show the record itself. Records will be made available to the police under a warrant and may be made available without a warrant when the manager thinks it is appropriate.

(b) Disputes between members

Paper, electronic and other records may be requested by someone who is having a dispute with someone else. If the records show information about someone who is not involved in the dispute, they will not be shown without that person's written consent unless the relevant information can be deleted.

The following additional points will apply:

- The records will be kept if the manager is given notice that they may be needed.
- If both sides consent in writing, records may be reviewed by those involved or their lawyers or representatives.
- A member can submit a written request to the board to see the records. If the board decides to permit this, the records will be available to people on both sides of the dispute.
- Despite the above, the records will be shown or delivered in obedience to any subpoena or court order.

(c) **Legal action**

Paper, electronic and other records may be shown or sent to the co-op's lawyers or anyone investigating or dealing with an incident or complaint on behalf of the co-op. Paper, electronic and other records may be used in connection with any eviction or procedure in Court or at the Landlord and Tenant Board.

Article 7: Giving Notices

7.1 Scope of this Article

Notices relating to an eviction are governed by the Occupancy By-law. This Article is about other kinds of notices.

7.2 Notices to Members

(a) **Number of notices**

Only one notice or one copy of a document needs to be given for each unit.

(b) **Delivery**

Notices and documents can be

- handed personally to the member
- left with an adult in the member's unit
- left in the unit mailbox
- slid under the unit door or through a mail slot in the door
- delivered in any other way to the member's unit
- put in the member's box in the co-op's internal mailbox system.

(c) **Mail**

Notices and documents can be given by ordinary mail to members at their co-op unit or the last known address where the member lives or works. Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(d) **Electronic mail**

Members can sign a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents can be given to those members by e-mail. They will be considered delivered at the time of sending. Members can change their e-mail address by notice to the co-op. Members can also cancel their consent to receive e-mail notices.

(e) **Delivery by electronic mail**

The following types of notices and documents can be delivered to members by e-mail if the member has consented under paragraph (d):

- notices of members' meetings, agendas and documents to be presented or discussed at a meeting
- notices about the co-op, the co-op property or co-op activities that the board or staff decides to send to all members or a large portion of the membership (such as all members on a floor)
- notices personal to a member or responses to e-mails from a member.

7.3 Notices to Co-op

(a) **Delivery**

Notices and documents can be given to the co-op by delivery to the co-op office. If the co-op does not have an office, the board should designate a place or person that members can use to give things to the co-op or get them from the co-op.

(b) **Mail**

Notices and documents can be given by ordinary mail to the co-op addressed to the co-op office. Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(c) **Electronic mail**

Section 1.2(c) (Electronic Notices and Documents) states rules about when notices and documents can be signed or delivered electronically. Members can sign or deliver those documents to the co-op by e-mail at an address set by the co-op. They are considered delivered at the time of sending.

(d) **Exceptions**

The following are some examples of documents that may ***NOT*** be signed or delivered electronically unless a by-law says something else:

- applications for membership
- credit check authorizations
- occupancy agreements, including all attachments, schedules and appendices
- statements of income and household composition, as applicable

- co-signer or guarantee agreements
- long-term guest agreements
- sub-occupancy agreements
- requisitions or petitions
- Directors’ Ethical Conduct Agreements, Confidentiality and Conflict of Interest Agreements, Consents to serve as Director or any similar documents
- confidential information complaints
- human rights complaints
- other complaints under co-op by-laws.

7.4 Defects in Notice

A minor error or omission in any notice will not affect any decision made by the board or members. This includes accidentally failing to give notice or a document to someone. It also includes someone not receiving a notice or document that has been delivered or sent.

Schedule A: Director's Nomination Form

To: [Insert name of co-op]

We nominate ________________________________ to run as a candidate for director of the co-operative at the next election meeting of members.

Nominator name: ____

Nominator address: ____

Nominator signature: ____

Date of signing: _____________________________

Nominator name: ____

Nominator address: ____

Nominator signature: ____

Date of signing: _____________________________

I accept the nomination. I consent to serve as a director if I am elected.

Candidate signature: ____

Date of signing: _____________________________

This is **Exhibit "E"** mentioned and referred to in the

Affidavit of Rosell Kerr

Affirmed this 06th day of June 2025

Julian Castro Ortiz
Julian Castro Ortiz (Jun 6, 2025 13:39 CDT)..............

A Commissioner for Taking Affidavit
Julian Castro Ortiz
Barrister and Solicitor LSO #77258V

Court File No. CV-21-00658491-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

CITY OF TORONTO

Applicant

- and -

UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE HOMES INC.

Respondents

SECOND REPORT OF BDO CANADA LIMITED IN ITS CAPACITY AS INTERIM RECEIVER OF UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE HOMES INC.

DECEMBER 10, 2021

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Appendix

INTRODUCTION AND PURPOSE

Background

1. On July 16, 2020, BDO Canada Limited ("**BDO**") was appointed interim receiver and manager (the "**Interim Receiver**") over Upwood Park/Salvador Del Mundo Cooperative Homes Inc. (the "**Co-Op**" or "**Upwoods**") by the City of Toronto (the "**Service Manager**" or "**City**") pursuant to section 85(6) of the *Housing Services Act, 2011* ("**HSA**"). Pursuant to sections 95(2) and 95(3) of the HSA the maximum period that an interim receiver may be appointed over a housing provider is 180 days. Such period may be extended by the Service Manager on application to the Ontario Superior Court of Justice (the "**Court**").

2. On March 12, 2021, the City brought an application before the Court to extend the Interim Receiver's appointment. In support of its application the City filed the affidavit of Mario Mendes, the Housing Consultant responsible for Upwoods, sworn March 8, 2021 (the "**Mendes Affidavit**"). The Mendes Affidavit provides a summary of the events which led the City to seek the appointment of the Interim Receiver and the reasons for the removal of Upwoods' board of directors. A copy of the Mendes Affidavit is attached hereto as **Appendix** "**A**".

3. Ms. Saffia Abdul-Haqq ("**Abdul-Haqq**") and Ms. Masbal Abokar, both individuals residing at Upwoods (together, the "**Opposing Members**"), appeared unrepresented at the March 12, 2021 hearing and requested an adjournment. The Opposing Members requested the adjournment to engage legal counsel to assist them in opposing the extension of the Interim Receiver's appointment.

4. On March 8, 2021, the Interim Receiver filed its first report to the Court ("**First Report**") which detailed its findings and activities from the date of its original appointment. A copy of the First Report, without appendices, is attached hereto as **Appendix "B".**

5. On March 12, 2021, the Honorable Justice McEwen of the Court (Commercial List), issued an interim order extending the appointment of BDO as the Court-Appointed Interim Receiver of Upwoods (the "**Interim Order**"). A copy of the Interim Order is attached hereto as **Appendix "C"**.

6. On March 24, 2021, the Opposing Members advised the Receiver they were impecunious and requested the Interim Receiver use the Co-Op's operating monies to fund the Opposing Member's efforts to continue to oppose the appointment of a receiver. The Interim Receiver advised the Opposing Members that Upwoods did not have funds available for their initiative and referred them to the City.

7. On November 23, 2021, after engaging legal counsel, the Opposing Members filed their motion materials setting out their request for $50,000 from the funds held by the City, on behalf of Upwoods, to challenge the appointment of the Interim Receiver. The Opposing Members rely on an affidavit affirmed by Abdul-Haqq dated November 22, 2021 (the "**Abdul-Haqq Affidavit**"), along with an affidavit sworn by Joann Duddy, a law clerk in their counsel's office, on November 23, 2021 (the "**Duddy Affidavit**").

8. The purposes of this second report to the Court (the "**Second Report**") are:

    a. to provide the Court with information regarding the activities of the Interim Receiver since filing of its First Report; and

    b. to clarify factual inaccuracies and/or mischaracterizations contained in the Abdul-Haqq Affidavit, including those relating to the events leading to the appointment of the Interim Receiver.

9. The Interim Receiver does not take a formal position with respect to the Opposing Member's motion. This Second Report is meant to provide the Court with pertinent information regarding the background and operations of Upwoods since its First Report, and to assist the Court in making a determination on whether to grant the relief sought.

DISCLAIMER

10. This Second Report has been prepared for the use of this Court and the Co-Op's stakeholders to provide general information in connection with the Opposing Members' motion. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose.

11. Except as otherwise described in this Second Report, the Interim Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook. The Interim Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

12. Capitalized terms used herein and not defined in this Second Report shall have the meaning ascribed to them in either the Interim Order or the First Report.

13. All monetary amounts contained herein are expressed in Canadian dollars unless otherwise noted.

OVERVIEW OF CO-OP

14. The Co-Op was incorporated under the *Co-operative Corporations Act* ("**CCA**") on August 2, 1991, as a corporation without share capital to provide subsidized housing in the City of Toronto. The Co-Op became fully operational on September 1, 1993. The Co-Op entered into a lease agreement with Colandco Co-operative Homes Inc. for a 49-year term, which began in June 1992. The building and fixtures are owned by the Co-Op until the lease expires in 2041.

15. The Co-Op is governed by a volunteer board of directors (the "**Board**") all of which are members of the Co-Op and reside at the Co-Op. The Board is comprised solely of residents of the Co-Op with no outside parties. The Board members are elected by the Co-Op's membership in accordance with its internal by-laws.

16. The Co-Op receives monthly funding from the City in the form of a subsidy, which is made up of an operating subsidy and a rent subsidy. The operating subsidy funds the operating costs in excess of the building market rent potential. The rent subsidy covers the difference between the amount that qualifying members can pay, based upon their income, and the actual market (or benchmark) rent for the unit they live in. The Co-Op's financial viability is dependent upon funding from the City and fiscally responsible spending.

17. The Co-Op is comprised of two ten-story buildings which include one, two, and three-bedroom units. The buildings are located in Toronto's Rustic neighborhood, east of Jane Street just south of Highway 401 at 298 ("**298**") and 300 ("**300**") Queens Drive (together, the "**Properties**"). In total, there are 318 units (54 one-bedroom units, 194 two-bedroom units and 70 three-bedroom units). The Co-Op's targeting plan requires that it maintain a minimum of 175 rent-geared-to-income ("**RGI**") units and a minimum of 74 units paying market rent ("**Market**"). As at December 1, 2021, the Co-Op had 171 RGI units and projects to reach the minimum number of RGI units by January 1, 2022.

18. The Co-Op has approximately 500 Co-Op members ("**Members**") and, collectively with non-member tenants, there are approximately 656 adult residents and 220 children, residing at the Co-Op, between the Properties.

19. The Properties are physically adjoined via underground parking. Each of 298 and 300 has its own entrance and laundry facility. 298 houses the Co-Op's gym and library. 300 has a shared community room. All these common use rooms have been closed to the Members due to the mandated Covid-19 restrictions and are beginning to reopen, beginning with the gym in December 2021, as restrictions are lifted.

ACTIVITIES OF THE INTERIM RECEIVER SINCE THE FIRST REPORT

20. The following represents the more significant financial, operational and maintenance activities of the Interim Receiver since the First Report.

FINANCIAL

21. The August 31, 2021 year end ("**Fiscal 2021**") financial statement audit is currently being completed by Prentice Yates & Clark, Chartered Professional Accountants, the Co-Op's auditors ("**PYC**" or the "**Auditor**"). PYC has advised the Interim Receiver that a projected surplus of $20,415 in anticipated for Fiscal 2021. This compares to prior years where significant operating losses were incurred in both 2020 ($121,145) and 2019 ($99,313).

22. On November 18, 2021, the Interim Receiver and the property manager, Homestarts Incorporated (together, "**Management**"), held the Annual General Meeting ("**AGM**") for the Members to attend via conference call. The Auditor, also in attendance, presented the 2020 audited financial statements and Management presented the approved budget for 2022 (the "**2022 Budget**"). The 2022 Budget showed that without an increase of 1.6% in the housing charges, the Co-Op was unable to cover its budgeted costs. A copy of the 2022 Budget presentation prepared by Management is attached hereto as **Appendix "D"**.

23. Since the Interim Receiver's appointment, it has prioritized reducing housing charge arrears (i.e., rent arrears) which were approximately $106,000 at the time of its appointment. Since that time, arrears for individuals with amounts greater than $1,000 have decreased to $60,735 by November 30, 2021. To facilitate timely monthly rent payments, the Interim Receiver made available to all Members additional payment methods which have allowed for easier and more timely rent payments (i.e. Tenant Pay via bank debit). The Interim Receiver continues to issue Notices to Appear to Members and holds virtual meetings with tenants to resolve their arrears issues, negotiate, and approve payment plans. There are currently eight households on payment plans.

24. Despite the Receiver's best efforts to negotiate payment plans with Members, four household accounts have been sent to the Landlord and Tenant Board for eviction due to continued non-compliance of their payment agreements and excessive arrears.

25. The Interim Receiver continues to monitor the monthly financial performance and financial situation of the Co-Op through a review of the monthly financial statements and bi-monthly arrears reports. In addition to closely monitoring the Co-Op's expenditures and cash flows, the Interim Receiver meets with Management on a regular basis to discuss opportunities and solutions to stabilize the Co-Op.

26. As discussed in the First Report, the capital reserve fund was depleted because of increased spending in 2018 and 2019 totaling just under $1 million with 60% of these expenditures used for cosmetic unit upgrades as opposed to critical building envelope improvements. The Co-Op's capital reserve fund is projected to be $398,157 by August 31, 2022.

27. The Co-Op's Building Condition Assessment Reports dated September 17, 2015 and May 29, 2020 (the "**BCA"**) identify over $7 million in required building structure repairs, exterior wall repairs, roofing systems replacement and elevator modernization requiring attention by 2023. The Co-Op currently does not have sufficient funds or funding to address all these issues.

28. The Interim Receiver applied for and recently received approval for funding from the Canada-Ontario Community Housing Initiative ("**COCHI**") in the amount of $1,172,400 for some of the identified repairs, including replacing both roofs, brick remediation, installation of CO2 monitors and replacement of the garage ramp with heat tracing system.

29. In early 2021 the Interim Receiver arranged a three-month payment plan for the repayment to the City of subsidy overpayments incurred in 2018. The total paid was $159,422.

30. Recently, the Co-Op has been advised that the 2019 and the 2020 subsidy reconciliations are complete, and the overpayments due back from the Co-Op are $120,111 and $119,244 respectively, totaling an additional $239,355 to be repaid to the City in January (50%) and February (50%) 2022.

OPERATIONAL

31. The Interim Receiver has utilized the City of Toronto "Wait List" to fill vacant units and has reviewed and updated the extensive internal transfer list according to date of request and priority. The Interim Receiver is advised by the City that prior to its appointment, the proper protocol for filing vacancies was not being followed pursuant to the *Social Housing Reform Act* and the Co-Ops bylaws**.**

32. During 2021, Homestarts conducted a full RGI review ("**2021 RGI Review**"). The results were shared with the City and 61 letters have been sent to households due to non-production of information required to receive subsidy. 11 households have since complied and 50 remain noncompliant. Should these 50 households not produce the required information by December 2021, the market rent cost will be applied to their unit on January 1, 2022. Correspondence received from the auditors (the "**2020 Management Letter**") indicates that their testing for fiscal 2020 showed that several Member files which were reviewed lacked the appropriate documentation to support the Member's RGI status. A copy of the 2020 Management Letter is

attached hereto as **Appendix "E"**. Following the 2021 RGI Review, the Member files are now maintained properly.

33. The Interim Receiver continues to replace any malfunctioning security cameras as needed throughout the Co-Op and has added additional cameras where needed. Underground parking and garage lighting has been upgraded with additional cameras and lighting placed where required for the safety of the Members.

34. Subsequent to the appointment of the Interim Receiver, Blackhawk Security Services, the predecessor security guard provider, advised that it was their belief that there were several vehicles that had been either stolen or abandoned in Co-Op's parking garage. As a result, the Interim Receiver conducted a parking garage audit to identify the ownership of vehicles parked on the premises and to allow for the Co-Op's records to be updated, as an audit had not been conducted in several years. 24 vehicles which did not belong to current Members were found on the premises. The Interim Receiver shared this information with the Toronto Police to identify any stolen vehicles and the abandoned vehicles will be removed from the garage by the end of the year. The results of the parking audit were used to update the new fob entry system. Currently one fob is assigned to each numbered parking space. This will limit access to the parking garage to only Members with fobs.

35. Additional signage has been placed in the guest parking area and rules have been communicated and implemented to the Members. Only registered vehicles can now park in this above-ground lot.

36. Throughout the Covid-19 pandemic and as we return slowly reopen in the City of Toronto, the office continues to be open on a by-appointment-only basis. Given the number of tenants at the Co-Op, appointments are the only way to maintain social distancing in the small office space. The Interim Receiver continues to monitor the situation and office access will be adjusted as needed with the safety of the staff and Members being a priority.

37. The Interim Receiver has added additional security guards to patrol the Co-Op. There are currently two guards between 7 p.m. and 7 a.m., with an overlap hour from a third guard to allow for additional patrolling. Furthermore, a security supervisor attends on Fridays, Saturdays, and statutory holiday evenings to support an additional exterior and interior patrol on these active evenings. At the start of the Interim Receiver's appointment there was no security after 3 a.m. on any day.

38. The Co-Op gym reopened on December 1, 2021. An online booking system has been created to allow for prebooking and social distancing, with a maximum number of Members allowed in the gym at any time.

BUILDING MAINTENANCE

39. As noted in the First Report, the Interim Receiver received a commitment to have the boiler replaced at no charge by the manufacturer. The new boiler was installed on March 15, 2021. At that time, the manufacturer found that the pipes had not been installed properly. The pipes have now been removed and installed correctly. This has virtually eliminated the loss of hot water complaints from tenants.

40. Roof anchors were replaced in both buildings in early 2021.

41. The Elevator ceilings (2 in each building) have been replaced as required to pass safety inspection. The new ceilings are easily transferable to the new elevators to be installed when the modernization of the elevators can be completed.

42. The Interim Receiver has received proposals for new elevators from F. Shaw & Associates Inc., which prepared tender documents on the Interim Receiver's behalf. Five TSSA licensed elevator contractors submitted bids to modernize the four elevators. Once funding is available, this will be a priority at a cost of approximately $650,000.

43. Ongoing monthly service in the common areas continues with respect to the pest control issues at the Co-Op, and weekly service is ordered for specific units as needed. The Receiver is in the process of reviewing a new contract from Orkin for complete fumigation in both buildings for the second time this year.

44. The Interim Receiver engaged professionals to inspect and reinstall all the air conditioner units ("**AC Unit(s)**") privately owned by members. The AC Units were of concern to the Interim Receiver as many were not properly anchored and posed risks of falling and causing injury. Members who want window AC Units are required to use the service engaged by the Interim Receiver to ensure safe and secure installation. The AC Units are removed by October 15 and reinstalled in early spring.

45. Laundry room drains in both buildings are regularly snaked and cleaned out by plumbers. The laundry machines are owned and operated by Coinamatic Canada Inc., which is responsible for regular servicing of the machines, and addressing complaints and work orders when received by Management.

46. As noted above, the Interim Receiver has confirmed and executed agreements to receive the following funding from COCHI:

    a) $1,000,000 for the installation of two new roofs (298 and 300) for the two buildings;

b) $90,000 for the repaving of the garage ramp and new heat transfer system;

c) $67,400 for the brick remediation repair (75% of approximate cost); and

d) $15,000 for new CO2 monitors.

Plans for tendering this work and reviewing a minimum of 3 proposals for each item is underway.

OTHER MATTERS RE ABDUL-HAQQ AFFIDAVIT

47. The Interim Receiver has reviewed the Abdul-Haqq Affidavit and has identified the following factual inaccuracies contained therein:

a) *Paragraph 4*: Abdul-Haqq states that she served as President of the Board from mid-2019 until the Interim Receiver's appointment on July 16, 2020. The Corporate Profile Report lists Abdul-Haqq as a Board member and a Vice President since 2011, indicating her lengthy involvement on the Board and with the management of the Co-Op.

b) *Paragraph 39*: BDO staff attended on July 17, 2020 with its appointment instrument in hand, as is customary when taking possession and control of a debtor's operations.

c) *Paragraph 41*: BDO and the City Housing staff, including Mr. Mendes, arrived on July 17, 2020 together, meeting in the parking lot before entry. Two representatives of the Interim Receiver's staff, the Interim Receiver's locksmith and three representatives from the City attended to secure the property management office. A representative of Auxilium attended at the premises but remained in his vehicle until invited onto the premises by the Interim Receiver; he was not involved in taking possession and control of the property management office.

d) Paragraph 51: Abdul-Haqq states that at May 31, 2020, the Co-Op had "*over $390,000.00, after expenses had been paid*". This comment mischaracterizes the Co-Op's financial position because it does not consider the liabilities of the Co-Op including the subsidy overpayments for 2018, 2019 and 2020 and the trade payables.

As at the date of the Interim Receiver's appointment, the Co-Op had roughly the same amount in its operating bank account, $400,028, before repayment of subsidy overpayments and outstanding payables. While the Co-Op had more than $400,000 at the time of the Interim Receiver's appointment, the Co-Op was indebted to the City for 2018 and 2019 subsidy overpayments. To date, the full 2018 subsidy overpayment of $159,422 has been repaid. An additional $120,111 is owing for 2019 and for 2020 the subsidy overpayment is $119,244. These overpayments will be paid in January and February 2022. The total subsidy repayment required since the appointment of the Interim Receiver is $398,777.

Further, the 2020 financial statements show that at August 31, 2020, trade payables and accrued liabilities (excluding the subsidy overpayments) were $480,149.97. In addition to these amounts and the mortgage, the Co-Op has ongoing costs of operations.

Contrary to the inference in the Abdul-Haqq Affidavit, the Co-Op does not have surplus operating funds available to fund the Opposing Members' action.

e) *Paragraph 52*: The audited financial statements were presented to the Members on November 18, 2021 at the AGM. The attendance records show that Ms. Abdul-Haqq was present at the AGM.

f) *Paragraph 55*: The Interim Receiver is unaware of any shootings at the Co-Op since its appointment. In April, 2021 an individual who suffered from a gunshot wound travelled onto the Co-Op Properties following his injury where he was picked up by ambulance and taken to the hospital. This victim subsequently succumbed to his injuries. The Interim Receiver was advised by the Toronto Police that this shooting took place elsewhere and the victim arrived at the Co-Op while fleeing the shooter. Management cooperated with the Toronto Police Homicide Unit on this matter, providing video and other required information. The Interim Receiver communicates with the Community Response Unit at Division 12 and has requested additional patrols and open ongoing communication for the safety of the residents.

g) Paragraph 55: The security company has extended its hours on site, including patrolling the building several times on weekend evenings. The security company has been employed by the Co-Op for over a year.

h) *Paragraphs 17, 20 and 48*: There are approximately 500 Co-Op members, with over 656 adult residents and 220 children living in the Properties.

48. The Interim Receiver continues to manage the Co-Op with the safety and security of all tenants as its priority.

All of which is respectfully submitted this 10th day of December 2021.

BDO CANADA LIMITED,
in its capacity as the Court-appointed Interim Receiver of Upwood Park/Salvador Del Mundo Cooperative Homes Inc., and not in its personal or corporate capacity

Per:

Koroneos, Anna

Digitally signed by Koroneos, Anna
DN: cn=Koroneos, Anna, email=akoroneos@bdo.ca
Reason: I am the author of this document
Location: Toronto, Ontario
Date: 2021.12.10 17:01:01 -05'00'

Name:
Title:

APPENDIX “A”

Court File Number CV-21-00658491-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST

BETWEEN:

CITY OF TORONTO

Applicant

and

UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

Respondent

AFFIDAVIT of MARIO MENDES
(Sworn March 8, 2021)

I, MARIO MENDES, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Housing Consultant in the City of Toronto's Housing Stability Services Section within the City's Shelter, Support and Housing Administration Division. Prior to January 23, 2017 this Section was referred to as the Social Housing Unit. After that time it was re-aligned and became the Housing Stability Services Unit. For the purposes of this affidavit the Section will be referred to as the Housing Stability Services throughout.

2. Housing Stability Services is responsible for administering and funding housing provider organizations. Responsibility for social housing was transferred from the

Province of Ontario to the City on May 1, 2002. Housing Stability Services provides advice and support to housing providers in order to support the independent operation of their housing projects by their Boards of Directors and their staff.

3. Housing Stability Services also monitors housing provider operations to ensure they meet their obligations under the governing legislation. If issues with respect to the management of a given social housing project arise, Housing Stability Services works to ensure that these issues are resolved.

4. The social housing projects that the City is responsible for are monitored by Housing Consultants, like myself, who are in the City's employ, and who form part of Housing Stability Service's staff.

5. Since the City assumed responsibility for the administration and funding of the social housing programs within its boundaries, I have been actively involved in the administration of these programs, including the monitoring of the social housing program at 298 and 300 Queens Drive (the "Housing Project") that is operated by Upwood Park/Salvador Del Mundo Co-operative Homes Inc. ("Upwood" or the "Co-op"), which is a co-operative non-profit corporation. As such, I have knowledge of the matters to which I hereinafter depose.

6. This affidavit is sworn in support of the City of Toronto's Application to extend the appointment by the City of the receiver and manager BDO Canada Limited ("BDO") pursuant to subsection 95(3) of the *Housing Services Act, 2011,* S.O. 2011, c.6, Sch 1, as amended (the "HSA").

CONTEXT

The *Housing Services Act, 2011*, and the Municipality's Duty to Administer and Fund Social Housing Programs

7. Social housing programs are government-funded initiatives designed to provide affordable rental accommodation to low income households.

8. Municipal non-profit corporations, private non-profit corporations, and co-operative non-profit corporations that own residential properties throughout the province act as "housing providers". These housing providers make their rental units available to individuals and families who are part of low-income households. They are responsible for managing these housing projects.

9. Social housing in the City of Toronto was initially developed and administered by the federal and provincial governments.

10. The Housing Project operated by Upwood was developed under a provincial government program and was originally funded and administered by the provincial government.

11. In the late 1990s, as part of Ontario's initiative to realign local services, the province began to download its social housing responsibilities, both administrative and financial, to the local municipalities. This process culminated with the passage of the *Social Housing Reform Act, 2000*, S.O. 2000, c. 43 (the "SHRA"), which received royal assent on December 12, 2000. The responsibility to fund and transfer the Housing Project was transferred to the City in 2002.

12. The SHRA created a framework for the administration and funding of social housing projects, and created a comprehensive mechanism to help municipalities manage their new social housing responsibilities. The SHRA was repealed by the *Strong Communities through Affordable Housing Act, 2011*, S.O. 2011, c. 6 and replaced within the same act by the *Housing Services Act, 2011*, S.O. 2011, c. 6, Schedule 1 (the "HSA"), which came in to force on January 1, 2012. The purpose of the HSA was to:

> (i) - provide for community based planning and delivery of housing and homelessness services with general provincial oversight and policy direction; and
>
> (ii) – provide flexibility for service managers and housing providers while retaining requirements with respect to housing programs that predate the HSA (i.e. the SHRA and the Provincial and Federal Programs referenced above) and housing projects that are subject to those programs.

13. The framework created by the SHRA was carried through in the HSA, which is the operative legislation currently in effect.

14. Housing providers that were originally developed, administered and funded by the provincial government received two forms of subsidy. They received an operating subsidy and a rent subsidy.

15. The operating subsidy is paid to subsidize the building operating costs in excess of the building market rent potential.

16. The rent subsidy is paid to cover the difference between the amount that qualified tenants can pay, based upon their income, and the actual market rent for the unit they live in.

The Powers that the HSA Grants to Municipalities to Ensure that the Interests of Households that Depend on Social Housing Programs are Protected

17. The HSA provides a comprehensive administrative mechanism to help municipalities manage their social housing responsibilities.

18. Municipalities that are designated as "service managers" under the HSA and its regulations are able to supervise these housing providers. A housing provider is a person who operates a housing project. Under the HSA, the City is a service manager ("Service Manager") and Upwood is a housing provider ("Housing Provider") for the Housing Project.

19. The HSA includes specific enforcement provisions that grant municipal service managers powers that they can exercise to ensure that these housing projects are properly managed and that the tenants and members in these housing projects have access to the protections and services that they need.

20. In the event that a social housing provider fails to operate a housing project properly, having regard to the normal practices of similar housing providers, a service manager can take certain steps under the HSA to remedy the situation.

21. Subsection 85(6) of the HSA provides that the service manager may appoint a receiver or receiver and manager for the housing project. The receiver or receiver manager will manage the non-profit housing corporation and act as a surrogate housing provider.

22. Subsection 85(7) of the HSA provides that the service manager may seek the appointment of a receiver or receiver and manager for the housing project by the Superior Court of Justice.

23. In both instances, the receiver or receiver and manager are appointed in order to ensure that the housing project is operated and managed properly.

THE UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC. HOUSING PROVIDER

24. Upwood Co-op/Salvador Del Mundo Co-operative Homes Inc. ("Upwood") owns two neighbouring ten-story buildings residential buildings, with a total of 318 units, located at 298 and 300 Queens Drive in the former municipality of North York in the City of Toronto.

25. The Co-Op's 318 units include one, two and three bedroom units. The buildings are located in Toronto's Rustic neighborhood, east of Jane Street just south of Highway 401. The Co-Op's targeting plan requires that it maintain a minimum of 175 rent-geared-to-income units and a minimum of 74 units paying market rent.

26. The two properties are provincially reformed housing projects that are funded and administered in accordance with the HSA.

The Critical Governance Issues That Arose on July 11, 2020, Resulting in Risks to the Health and Safety of Upwood's Members

27. A group of Upwood's members convened a meeting on Saturday July 11, 2020.

28. Those members present at this July 11th meeting took the following unauthorized and illegal action:

(i) They decided to remove four members of the existing Board (the "Former Board");

(ii) They purported to hold elections to fill these same four seats to form a new Board (the "Installed Board"); and

(iii) They decided to remove the existing property management company and to take immediate action to effect this removal.

29. The Service Manager determined that the July 11th meeting was unauthorized and illegal because the meeting was improperly requisitioned and was convened contrary to the provisions of Upwood's organizational by-law, the *Co-operative Corporations Act*, R.S.O. 1990, c. 35, the *Emergency Management and Civil Protection Act*, R.S.O, 1990, c. E.9, and the regulations enacted thereunder.

30. I provide an account of the events leading up to, and following, the July 11, 2020, meeting and the above-described contraventions below for the benefit of the Court:

(i) On June 3, 2020, a member of Upwood sent members of the Former Board a requisition to convene a meeting so that members of the Co-op could decide whether to terminate Upwood's existing contract with Auxillium Properties ("Auxillium") for the provision of property management services.

(ii) On June 30, 2020, that same member of the Co-op prepared and distributed what she described as "notice" of a "General Members Meeting" (the "Purported Notice"). The Purported Notice suggested that a "General Members

Meeting" was scheduled to take place on Saturday July 11, 2020, in order to secure the approval of the Co-op's membership to:

(a) Terminate Auxillium's contract;

(b) Remove four members of the Former Board; and

(c) Hold elections to fill any and all of any vacated Board positions.

(iii) The Service Manager, in conjunction with the Co-operative Housing Federation of Toronto ("CHFT") – a non-profit organization that provides assistance and advice to co-operative housing providers in Toronto and the surrounding region – identified a number of reasons why the scheduled July 11th meeting could not proceed as a "General Meeting" of the membership:

(a) A requisition to convene a general meeting must be delivered to the Co-op's office. The Board then has 30 days within which they are to call and hold a members meeting. If and only if the Board refuses to call the meeting, the member who submitted the requisition can call the meeting themselves. The requisition that was sent to the Board on June 3rd was not properly delivered and the meeting was called in contravention of the prescribed protocol.

(b) The requisition in question identified only one issue for the membership's consideration – the removal of Auxillium. Upwood's membership does not have the authority to terminate Auxillium's contract. The members of the Co-op did not have authority or jurisdiction to consider the issue that the June 3rd requisition called for.

(c) The requisition made no reference to the critical steps that the notice indicated the members would be considering concerning the governance structure at Upwood – the removal and replacement of members of the Former Board.

(d) Lastly, the Former Board was advised that the purported notice that was circulated suggested that the July 11th meeting would be an in person meeting. At the time, as at present, the City of Toronto was subject to restrictions imposed by provincial order prohibiting in-person gatherings of more than 10 people in light of the COVID-19 pandemic that has gripped the City and the world this past year. In order to establish quorum, at least 50 people must be present at a "General Meeting". Even if the proposed in-person meeting was not improperly called, it would be unsafe.

31. These reasons were shared with the members of the Former Board at a meeting of that Former Board that was convened on July 9th – in advance of July 11th.

32. In addition, in advance of July 11th, a majority of the Former Board members directed that all the Co-op members be advised that the purported notice was reviewed, that the purported notice did not comply with the governing legislation, and that the proposed July 11th meeting was not valid and was therefore cancelled.

The City Learns That the Improper July 11th was Convened

33. On July 11, 2020, the City received the following information:

(a) An unknown number of the Co-op members did convene in person and held a meeting despite the previous advice sent, pursuant to the direction referenced in paragraph 32, above, that the meeting was improperly convened and had been cancelled.

(b) The City's 311 service line was notified that the meeting had taken place in contravention of the COVID-19 in person restrictions prevailing at the time;

(c) Following the meeting, the Installed Board had gained access to the property manager's office and arranged to have the locks changed, preventing Auxillium from continuing to serve as property manager.

The Untenable Situation at Upwood Following the Events of July 11th and 12th

(i) - The Critical Governing Issues

34. The steps taken at the improperly convened meeting resulted in a significant amount of unrest among Upwood's membership.

35. Members sent numerous emails to both the Service Manager and CHFT expressing concerns about the improperly convened meeting, the governance issues that resulted, the lack of property management, and the risk that members' personal information could be improperly accessed.

36. The Service Manager's concerns about the situation at Upwood were exacerbated by underlying financial control issues the Co-op had been struggling with. Based on information available to the Service Manager:

(a) Auxillium's records indicated that, as of June 30, 2020, Upwood had arrears for housing charges in the amount of $84,348;

(b) The Co-op's audited financial statements for the most recent fiscal year, which ended on August 31, 2019, showed an operating loss in the amount of $99,313; and

(c) Those same audited financial statements indicated a depletion of Upwood's Capital Reserve Fund as a result of $417,658 in expenditures in 2018 and an additional $573,339, in expenditures in 2019.

The City's Decision to Appoint BDO as the Receiver Manager for the Housing Provider

37. The governance structure at Upwood was uncertain in light of the steps taken to improperly remove and replace members of the Former Board at the unauthorized and illegal July 11th meeting.

38. The steps taken by the Installed Board immediately thereafter meant that there was no one managing the Housing Project properties. Among other things, this posed a risk to the health and safety of the housing provider, owing to the key role that a property

manager played in mitigating the risks to members during the COVID-19 pandemic and owing to the risk that the member's personal information could be improperly accessed.

39. There were underlying financial issues that had been percolating at the Co-op that showed Upwood had failed to establish financial management controls.

40. In light of the above, the City determined that Upwood had failed to operate the Housing Project properly.

41. The most appropriate course of action for the Service Manager to take in order to protect the interests of the membership in all the circumstances was to appoint a receiver to serve as Receiver and Manager of the housing project on an interim basis pursuant to subsection 85(6) of the HSA.

42. The City appointed BDO as the interim Receiver and Manager of Upwood on July 16, 2020, to preserve and protect the property, assets, business and undertakings of Upwood and to control their receipts and disbursements so that steps could be taken to begin rehabilitating the Housing Project.

Upwood Remains Incapable of Properly Operating the Housing Project

43. Since the appointment of BDO as the interim Receiver and Manager of the housing project, they have, in conjunction with the Service Manager and CHFT, been exploring and considering possible alternative governance structures that might be implemented at Upwood given that no functional Board is in place. As a result, Upwood

remains incapable of managing the Housing Project in an appropriate manner. This exploratory work is ongoing.

The Steps that the City and BDO Have Taken to Determine How to Best Preserve Upwood

44. BDO has also taken the following steps in an effort to preserve and protect the assets of Co-op. These steps include:

(a) Engaging a new property management company – Homestarts Incorporated ("Homestarts") – to serve the membership, maintain the two buildings, and assist with the day-to-day administration of the Co-op;

(b) They began a comprehensive review of Upwood's finances;

(c) They began a comprehensive review of the households in the Housing Project to ensure that they met the governing rent-geared-to-income eligibility criteria; and

(d) They have begun implementing financial controls in order to rehabilitate Upwood's financial position.

45. To date, the investigation undertaken by BDO has revealed the extent to which Upwood has failed to operate the housing project properly:

- Upwood has suffered significant operating losses based on a review of the Co-op's audited financial statements over the past two years. In 2019 the Co-op experienced operating losses of $99,313, and in 2020 it suffered operating losses of $121,145.

- Upwood's Capital Reserve Fund was depleted by expensing $417,658 in 2018, and $516,339 in 2019. The review undertaken by BDO shows that 60% of these funds had been used to address cosmetic unit upgrades rather than the requisite building repairs that these funds are to be allocated to. Building Condition Assessments that were prepared in September 17, 2015, and May 29, 2020, called for the prioritization of repairs to the exterior walls, elevators, and roofing systems.

- As of July 31, 2020, member rental arrears were significant. 115 households were delinquent and totaled $102,136.

- Vacancies had not been filled in a timely manner.
- There were a number of unpaid supplier invoices, dating back to 2019. BDO was required to pay over $10,000 in unpaid invoices from 2019, and over $50,000 in invoices that had accrued in 2020 prior to its appointment.
- There were ongoing mechanical issues with the recently upgraded boilers that were the result of improper maintenance.
- There were over 100 vehicles that the Receiver and Manager found in the underground parking garage whose owners could not be identified.
- The rent-geared-to-income files were incomplete. Requisite income and asset verification documentation was missing for a number of member household units. This information is critical to ensuring that the proper rent-geared-to-income assistance and building subsidies are provided.

46. BDO has delivered a report to the City of Toronto describing the steps they have taken as the interim Receiver and Manager of the Housing Project to address the issues at Upwood and their ongoing efforts to rehabilitate the Co-op. A copy of the BDO's report is attached as Exhibit "A" to my Affidavit.

In Order to Protect Upwood and the Interests of its Members, the Term of BDO's Appointment as Receiver and Manager of the Housing Project Should Be Extended

47. The term of BDO’s appointment as interim Receiver and Manager of the Upwood housing project is scheduled to end unless the Service Manager brings an application before the Superior Court of Justice to extend the term of its appointment on or before March 15, 2021.

48. Since BDO’s appointment, there remain outstanding issues with the governance structure of the Co-op that need to be resolved. The financial position of the Co-op requires rehabilitation. In light of these considerations and in light of the additional

pressures that all multi-unit residential properties are under given the ongoing health concerns raised by the COVID-19 pandemic, the City believes that Upwood is not in a position to resume normal operations without the benefit of a Receiver and Manager to oversee the housing project. Doing so would risk compromising the health and safety of its members and exacerbating the financial issues that threaten the ongoing viability of the Co-op.

49. In January 2021, the Service Manager prepared and provided a notice which it distributed to the members of Upwood sharing the City's views that an extension of the term of BDO's appointment as Receiver and Manager was warranted in all the circumstances and sharing the reasons why the Service Manager formulated this view. It invited members of the Co-op to provide written submissions in respect of this proposed action. A copy of this notice, dated January 14, 2021, is attached as Exhibit "B" to my Affidavit. To date, the submissions that the City has received all favour the extension of BDO's term and value the steps taken by BDO to rehabilitate the Housing Project.

50. An extension of the term of BDO's receivership will allow the Receiver and Manager and the Service Manager necessary additional time to take appropriate steps to ensure that the housing project is maintained and operated in accordance with and in keeping with the HSA, over the long term.

51. In particular, an extension of the term of BDO's receivership would afford the BDO additional time to continue its review and analysis of the Co-op's financial records and documents, to continue its review of the eligibility criteria of certain household's for

rent-geared-to-income assistance, and to explore and consider possible alternative corporate governance structures to ensure the continued health of the Upwood.

SWORN before me
at the City of Toronto,
in the Province of Ontario, on
this 8th day of March, 2021.

Mark Siboni A Commissioner for taking Affidavits	Mario Mendes

APPENDIX “B”

IN THE MATTER OF THE INTERIM RECEIVERSHIP OF UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE HOMES INC.

INTERIM RECEIVER’S FIRST REPORT DATED MARCH 8, 2021

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Appendices

BACKGROUND AND PURPOSE

1. BDO Canada Limited ("**BDO**") was appointed as interim receiver (the "**Interim Receiver**") of Upwood Park/Salvador Del Mundo Cooperative Homes Inc. (the "**Co-Op**" or "**Upwoods**") on July 16, 2020 by the City of Toronto (the "**Service Manager**" or "**City**") pursuant to section 85(6) of the *Housing Services Act, 2011*.

2. The Co-Op was incorporated under the Co-operative Corporations Act on August 2, 1991, as a corporation without share capital to provide subsidized housing in the City of Toronto. The Co-Op became fully operational on September 1, 1993. The Co-Op entered into a lease agreement with Colandco Co-operative Homes Inc. for a forty-nine year term, which began in June 1992. The building and fixtures are owned by the Co-Op until the lease expires in 2041.

3. The Co-Op is governed by a voluntary Board of Directors (the "**Board**") all of which are members of the Co-Op and reside at the Co-Op. The Board is comprised solely of residents of the Co-Op and has no outside member. The Board members are elected by the Co-Op's membership in accordance with its internal by-laws, which are subject to the Co-operative Corporations Act.

4. The Co-Op receives monthly funding from the City in the form of a subsidy, which consist of an operating subsidy and a rent subsidy. The operating subsidy funds the building operating costs in excess of the building market rent potential. The rent subsidy covers the difference between the amount that qualifying members can pay, based upon their income, and the actual market (or benchmark) rent for the unit they live in. The Co-Op's financial viability is dependent upon funding from the City.

5. The Co-Op is comprised of 318 units in two ten-story buildings which include one, two and three bedroom units. The buildings are located in Toronto's Rustic neighborhood, east of Jane Street just south of Highway 401 at 298 ("**298**") and 300 ("**300**") Queens Drive (together the "**Properties**"). In total, there are 318 units (54 one-bedroom units, 194 two-bedroom units and 70 three-bedroom units. The Co-Op's targeting plan requires that it maintain a minimum of 175 rent-geared-to-income ("**RGI**") units and a minimum of 74 units paying market rent ("**Market**"). At February 1, 2021, the Co-op is had 168 RGI units and projecting to reach the minimum number of RGI units by March 31, 2021.

6. The Properties are physically adjoined via underground parking. Each of 298 and 300 have their own entrances and laundry facilities. 298 houses the Co-Op's gym and library. 300 has a shared community room. All these common use areas have been closed due to the mandated Covid-19 restrictions.

7. The City has requested that BDO prepare this report summarizing its findings to date to support the City's application for a court-appointed Receiver.

SUMMARY – APPOINTING THE INTERIM RECEIVER

8. The City of Toronto, as the social housing Service Manager, appointed BDO as interim receiver and manager over the Co-Op on July 16, 2020 pursuant to its authority under the Housing Services Act. The appointment was made after the City learned of events, detailed below, that resulted in risks to the health and safety of the Co-op members.

9. City staff learned that a members' meeting was held to remove and replace both the Board of Directors and the contracted property management company. The Interim Receiver is advised by the City that this meeting was improperly requisitioned and convened under the Co-operative Corporations Act and Upwoods' by-laws and was held contrary to the requirements of the Emergency Management and Civil Protection Act. As a result of these actions, there was no commonly accepted governance structure, there was no property management on-site and members' personal information contained in the former property manager's electronic files were vulnerable to unauthorized access contrary to the privacy requirements of the governing legislation.

IMMEDIATE ACTION TAKEN BY THE INTERIM RECEIVER TO PROTECT ASSETS

10. Since its appointment, the Interim Receiver has taken the following immediate actions to the protect the Co-Op's assets:

    a. Changed the locks to the management offices and all maintenance areas, as the Interim Receiver understood that various members had been provided or had access to keys to areas that had sensitive documentation.

    b. Seized the funds in the Co-Op's bank account and opened trust accounts, which are used for the Co-Op's banking transactions.

    c. Communicated with the mortgage company, Peoples Trust, and authorized that the mortgage payments to be paid from the Interim Receiver's trust account.

    d. Notified Worldsource Financial Management Inc. of its appointment and advised that only the Interim Receiver has the ability to access the investment funds that are held by it. As of August 31, 2020, the investments had a market value of $560,484. The investment funds represent a restricted reserve for future capital investments, which are to be approved by the City.

e. Transferred all of the Co-Op's utility account to the name of the Interim Receiver.

f. Added the Interim Receiver as additional insured to the Co-Op's insurance policy and has made the monthly payments through its trust account.

g. Review, approve and make all payments related to the Co-Op's operations.

h. Retained Homestarts Incorporated ("**Homestarts**"), as the Co-Op's property manager to attend to the day-to-day activities and needs of the Co-Op. Homestarts is experienced in managing cooperative housing complexes.

i. Replaced the incumbent security company and increased the number of security guards on site between 3 a.m. and 7 .a.m.

j. Upon Court appointment, if received, the Receiver will fill the requisite Receiver's Notice and Statement with the Office of the Superintendent of Bankruptcy and the Co-Op's creditors pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act*.

FINANCIAL, OPERATIONAL & MAINTENANCE FINDINGS

11. The following represents the more significant financial, operational and maintenance findings since the Receiver's appointment.

FINANCIAL

a. The audited financial statements show significant operating losses have been incurred during the past two fiscal years, 2020 - $121,145 and 2019 - $99,313, indicating the Board and management's lack of oversight of the Co-op's spending compared to its budget. The Interim Receiver monitors the monthly financial performance and financial situation of the Co-op through a review of the monthly financial statements, bi-monthly arrears reports and keeping its own cash flow. In addition to closely monitoring the Co-Op's expenditures and cash flows, the Interim Receiver meets with Homestarts on a regular basis as it attempts to stabilize the Co-Op.

b. The capital reserve fund is depleted as a result of spending $417,658 in 2018 and $573,339 in 2019 with 60% of these expenditures used for cosmetic unit upgrades. These funds could have been spent to address significant structural deficiencies with the Properties, which are detailed in the Building Condition Assessment Reports dated September 17, 2015 and May 29, 2020 (the "**BCA**"). The BCA's identify the need for building structure repairs, exterior wall repairs, roofing systems replacement and elevators deficiencies requiring attention.

c. The Co-Op has significant member arrears. At December 31, 2019, rent arrears were approximately $119,000 and were comprised of arrears from 148 households; 44 households owed greater than $1,000 and a significant number were RGI recipients. This demonstrates the Board and management's failure to collect and take action on arrears in a timely manner. Housing charges (rent) are the Co-Op's lifeblood, and are necessary to pay bills and keep the Co-op in financial good standing. By August 31, 2020, shortly after the Interim Receiver took control of the Co-Op and commenced corrective actions, the arrears decreased to $91,000 owed by 91 households.

d. As of February 25, 2021, the total arrears were $73,540. 80% of the total ($59,207) relate to 31 households of which 16 are RGI. Over 50% of the total outstanding members in arrears are currently in payment plans to pay their arrears.

e. The Receiver has taken the following actions to collect housing charges (rents) in a timely manner and deal with tenant arrears:

   i. By initiating TenantPay, effective September 2020, the Interim Receiver has been able to collect rents on a timely basis via electronic money transfers. The majority of the tenants have switched to TenantPay, however the Co-Op still accepts cheque, debit and e-transfers. The plan is to limit payments to cheques (ideal for seniors) and TenantPay;

   ii. Issues Notices to Appear monthly and holds virtual meetings with tenants to resolve their arrears issues, negotiate, and approve payment plans. Since August 2020, four Notice to Appear meetings have been held.

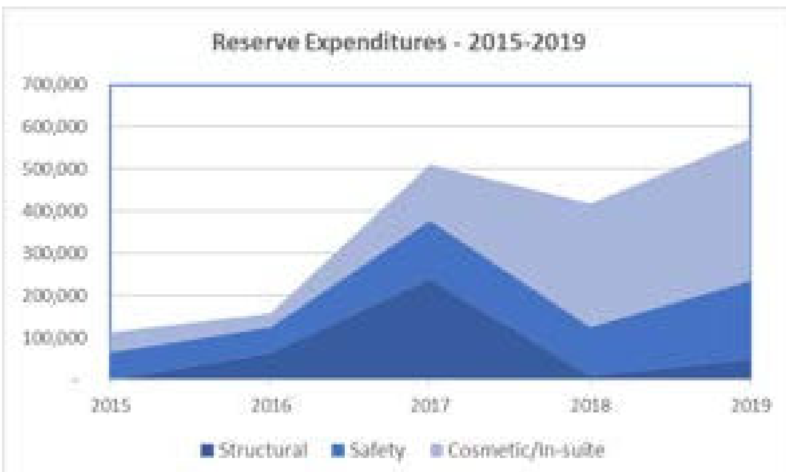
   iii. Recently announced a $25 late rent payment penalty, which has previously not been applied to accounts, but is permitted in the Co-Op's by-laws.

f. The Interim Receiver found that there were no active payment plans with households in significant arrears. The Interim Receiver has participated in virtual meetings with households in significant arrears and has entered into payment plans. There are currently over fifteen active payment agreements in place for households in arrears.

g. Despite the Receiver's best efforts to keep tenants housed, three household accounts have been sent to the Landlord and Tenant Board for eviction due to continued non-compliance of their payment agreements and excessive arrears.

h. The Interim Receiver found over $95,000 of bad debts pertaining to members who had moved out prior to the Interim Receiver's appointment. The Co-Op had not initiated any activity to attempt to collect the amounts or reduce the risk of loss. The Interim Receiver has engaged a collection agency to collect these amounts, which may include registering the arrears with credit agencies.

i. The Interim Receiver obtained copies of the audited financial statements prepared by the Co-Op's external auditor, Prentice Yale & Clark for the years ended 2015 through 2019. A summary of reserve expenditures categorized by safety, structural and cosmetic are shown below:



j. It appears that the recent poor financial condition of the Co-Op is the result of an accumulation of rent arrears and overspending on cosmetic upgrades. The 2019 financial statements show that over $573,000 of reserve funds were used with approximately 60% used for in suite upgrades. Draft internal financial statements for year-end 2020 (August 31) show that in suite repairs were 70% greater than budgeted. The Co-Op spending requires detailed monitoring so that available funds are not spent on priority items such as addressing the structural issues identified in the BCA.

k. Until recently, the Interim Receiver continued to find unpaid supplier invoices, which were delinquent prior to its appointment. Payments were made for over $10,000 of invoices dated 2019 and over $50,000 of invoices were paid that were due prior to the Interim Receiver's appointment. The Co-Op is now current with its accounts payable.

l. This illustrates the lack of oversight by the management and the board to ensure that bills authorized and paid on time.

m. Although the Co-Op had a bookkeeper who prepared an annual budget, the Board did not adhere to it when managing the Co-Op's cash flow. Upon appointment the Interim Receiver created a new cash flow (the "**Interim Receiver's Cash Flow**") to ensure the cash position was carefully monitored given the significant arrears at the time and the required repayment to the City of $159,422 for year ended August 31, 2018 subsidy over payment. The Interim Receiver's Cash Flow shows that the cash generated from operations may be sufficient to pay the Co-Op's expenses but only if rents are paid on time and the Co-Op prioritizes its spending.

n. The external auditors, Prentice Yates and Clark, issued qualified financial statements for the year ended August 31, 2020 due to lack of appropriate documentation and other deficiencies related to the RGI files together with certain missing information, including support for over $12,000 of expenses reported as Co-Op events, but not supported by any specific receipts.

OPERATIONAL

o. Upon its appointment, the Interim Receiver found that vacancies were not being filled in a timely manner; there were five (5) vacancies in the Properties. This was despite over 100 applications physically found in the management office, as well as the prospective tenants on the City's Access to Housing's centralized waiting list to fill those vacancies immediately. One unit had been vacant for almost a year and another since January 2020. The Interim Receiver has been filling the units with requisite RGI tenants or approved internal transfers as soon as they are available. As of March 1, 2021, there are no vacancies.

p. The Interim Receiver reviewed a sample of member files and found the information maintained in the member files to be deficient and in many cases did not include income and asset documentation to properly support the member's RGI eligibility and subsidy calculations. Annual reviews will begin shortly with a view to completing by May 2021.

q. On the day of its appointment, the Toronto Police requested that the Receiver provide fob activity for one of the households. When the Receiver attempted to recover this information from the fob system, it found that either the information had been deleted or that party was using an unregistered fob. No door activity could be found for this member since November 2019 and the second fob holder for the same unit showed no activity since March 2020. It is apparent that the fob system was not properly maintained and that as tenants moved out their fobs had not been disabled or returned which poses as a risk to the building and tenant security. The Receiver initiated a fob audit, issuing new fobs to the tenants on November 26, 2020 and disabling the old fobs by December 8, 2020. The number of new fobs issued to members are restricted the size of the unit.

r. The Interim Receiver found that the Co-Op did not maintain a current tenant contact list with basic information such as email address or the names of all individuals residing in each unit. This information would allow for better communication with the households and for issuing notices and newsletters. The Interim Receiver, with the assistance of Homestarts, has requested all households complete a membership survey, which allows the Interim Receiver to obtain basic contact information regarding the individuals residing in the Properties. At the date of this report, the majority of the members have returned their surveys.

s. The Interim Receiver found that a number of security cameras throughout the Co-Op had been disconnected while others were damaged and not working which compromised the safety and security of the Properties. These cameras have since been replaced or reconnected.

t. The Co-Op had not conducted a parking audit for several years and the Co-Op's parking log was outdated and inaccurate. When issuing parking passes the Interim Receiver found that parking spots marked in the Co-Op's records as vacant were often already assigned to other tenants. In addition, the Co-Op records do not reflect accurate locations with corresponding authorized vehicle. Shortly after the Interim Receiver's appointment, the incumbent security company, Blackhawk Security ("**Blackhawk**"), advised that over 100 vehicles in the Co-Op's underground parking lot are either abandoned or stolen. The Interim Receiver has initiated a parking audit, which should be complete by April 2021. The first phase of the audit entails updating the vehicle log to reflect the information included in the membership survey and address any discrepancies. The second phase will involve identifying vehicles not registered to members and removing them from the premises. The Receiver plans to contact any last known owners and provide 30 days to remove their vehicle or they will be towed. The Toronto Police will be contacted for any stolen vehicles.

u. The Interim Receiver was advised by various members that Blackhawk had not remained impartial in a tenant dispute and that one of Blackhawk's employees resided in the Co-Op potentially resulting in biased decisions/actions. Given the conflict of interest and the concerns from the members, the Receiver requested proposals from three security companies and replaced Blackhawk with First Choice Security to ensure the Properties would be safe and that the security company remained impartial and neutral with no relationships to the members. The new service provider began security detail on September 1, 2020.

v. The Co-Op historically had security guards onsite from 2:00 p.m. through 7:00 a.m. each day with two guards during the evening and early morning hours (7:00 p.m. through 3:00 a.m.). Due to a number of reported vehicle break-ins, the Interim Receiver, in September 2020, added a second guard from 3:00 a.m. through 7:00 a.m. to ensure that one of the two guards could patrol during these hours while the other guarded the entrance to the Co-Op.

MAINTENANCE

w. The Receiver found that the Board and management failed to properly maintain the elevators and plan for their replacement in accordance with the BCA. As a result, the elevators are frequently out of service due to mechanical breakdown and in need of repair or replacement. The BCA report dated May 29, 2020 states that the elevators are original to the building construction in 1993 and have reached their life expectancy. Rust proofing is require immediately to prevent corrosion and the elevators require a major modernization, which will come at a significant cost. The Receiver intends to apply for any available government funding programs to pay for the necessary safety upgrades. A copy of the May 29, 2020 BCA is attached hereto as **Appendix "A"**.

x. The BCA also calls for structural investigation and repairs to the roof and pipes. Both these issues require urgent attention and funding. The Receiver understands the Board of Directors or former property managers had not addressed or prioritized these issues.

y. The driveways and surrounding walkways are cracked and collect large pools of water after rain or when the snow melts. Some of the walkways are unsafe as they are uneven, cannot be properly ploughed after a snowfall, allow for health and safety implications to the members and represents a liability to the Co-Op. The Interim Receiver is obtaining quotes to understand the cost of repaving of the driveway and walkways or at a minimum the areas with the most urgent need and intends to repair these in 2021.

z. The Interim Receiver found that management did not follow best practices for pest control through an integrated pest management approach as evident by the number of households living in 300 that advised the Interim Receiver regarding the infestation of cockroaches and rodents in their units. Prior to the appointment of the Interim Receiver, the management of the Co-Op was dealing with these issues on an as reported only basis. The Interim Receiver had the entire building fumigated by an exterminator for both rodents and cockroaches and continues with monthly treatments in common areas.

aa. Since the Interim Receiver's appointment mold remediation has been completed in four units to ensure the health and safety of those tenants. Communications from tenants regarding suspected mold is immediately inspected and addressed by remediation professionals.

bb. The Interim Receiver found that air conditioning ("**AC**") units were not properly installed and were hanging from the windows without proper support and brackets as required by the Co-Op by-laws. This presents as a significant safety issue and liability to the Co-op. Households have now been notified that AC units older than 10 years and AC units, which were not professionally installed, will be removed if installed next season and that proper installation will be monitored or provided by a professional. The Interim Receiver required all AC units removed from the unit windows by October 15, 2020. The Interim Receiver initiated a $50 charge to tenants that did not have their air conditioners properly removed. Come spring 2021 the Interim Receiver will engage an electrician to assist in the proper installation of all AC units.

cc. Deteriorating and severe cracking of the exterior bricks is evident on both 298 and 300 and addressed in the BCA. The Interim Receiver ensured that to certain urgent repairs where made in the fall.

dd. The Interim Receiver has been addressing the ongoing leaks and water damage in both buildings. The Interim Receiver believes in-unit washing machines and dishwashers, which are prohibited by the Co-Op by-laws, are being used which has led to the weakness of the aged and fragile pipes. Unit inspections, which began in September and subsequently halted due to a case of Covid-19 in the building, will confirm whether the prohibited appliances are installed in the units. If found, these will be removed at the members costs and may result in fewer leaks, water damage and costly repairs. The unit audit will reconvene in 2021 once Covid restrictions in the City of Toronto have been lifted.

ee. Ongoing back up issues, particularly on the third floor of 300, required catch basin and stack cleaning. This was completed in October 2020 and ensure that all blockage was removed from the members units in both buildings.

ff. The Interim Receiver has found ongoing issues with the boilers including loss of hot water at both Properties. The boilers were installed in 2018 at a cost of $1.4 million and were not properly maintained in the first year resulting in corrosion and other operational issues. The Interim Receiver communicated its concerns with the current boiler service provider. After ongoing assessment to identify the issue, the Receiver's has recently received a commitment to have the boilers replaced at no charge. It has also found that the pipes had not been installed properly. The pipes will immediately be removed and installed correctly.

BUILDING MAINTENANCE

12. The Interim Receiver requested Homestarts tour the Properties and report on any maintenance deficiencies identified (the "**Building Maintenance Reports**"). Attached as **Appendix "B"** are the Building Maintenance Reports dated August 5, 2020 for each of 298 and 300.

13. Key defective items listed in the Building Maintenance Reports for 298 and 300 including any actions taken to date by the Interim Receiver include:

    a. Cracked asphalt in driveways causing pooling water – quotes are being received to smooth out and allow for proper snow plowing and no pooling.
    b. Deteriorating bricks – to date a small wall outside of the underground parking has been reconstructed to ensure the safety of tenants.
    c. Hot water boilers, although new, have insufficient hot water at times and one of the boilers requires parts, The Interim Receiver is currently reviewing quotes to attend to the recommended work required to maintain the boilers.
    d. Carpet cleaning in hallways and common arrears – this was completed in October 2020;
    e. Three contractors quoted on the costs of roof anchors required for 298 and this work was completed in November 2020.
    f. The parking lot will be power washed and urgent repairs will be addressed once the Receiver removes all the abandoned vehicles.
    g. Air leaks in the dry sprinklers system have been repaired in both buildings in August 2020 and the compressor was replaced.
    h. The Receiver found ongoing issues with the vent motor in the laundry room in 300, which required repair in order to proceed to clean the dryer exhaust. Furthermore, this laundry also required drain cleaning to assist with the chronic back-ups which, was completed in October 2020. The laundry room maintenance has been completed.

14. Most minor and moderate maintenance deficiencies identified in the Building Maintenance Reports, have been corrected and any urgent larger projects are being quoted and planned for 2021.

15. Further to the Building Maintenance Reports other identified issues are noted below and have been addressed and/or repaired.

OTHER MATTERS

16. On its appointment, the Interim Receiver contacted several property management companies to obtain property management proposals as the attempt to engage certain members did not support

Auxilium and the Interim Receiver in conjunction with the City determined it was not ideal for Auxilium's staff to return to the Co-Op. Of the proposals received, Homestarts was selected as the Interim Receiver's agent and property manager. The Interim Receiver has prior experience with Homestarts and was comfortable with their qualifications. The City supported the decision to engage Homestarts. The Interim Receiver notes that several of the property management companies declined to provide a quote as they indicated the Co-Op was a troubled property and would be difficult to manage.

17. On July 28, 2020 at a virtual general meeting was held to advise members of BDO's appointment, a number of members raised concerns that the former Board members had either access to or copies of the keys to member units. Consequently, the Interim Receiver arranged for the locks on these particular members' apartments to be changed.

18. The Interim Receiver changed the locks to the management offices and all maintenance areas as the Interim Receiver understood that various members had been provided or had access to keys to areas that had sensitive documentation.

19. As noted above, the Interim Receiver terminated the services of Auxilium Property Managers as certain Co-Ops members were enraged when they saw Auxilium staff on the premises at the time of the Interim Receiver's appointment. Due to concerns for their safety, their contract was terminated pursuant to the termination clause in their contract. Auxilium continued to assist the Interim Receiver through the transition period remotely.

20. The Interim Receiver has communicated with the Fire Marshall regarding the several infractions and corrected all for 2020. We understand that the building is now in compliance with fire code.

21. The Interim Receiver through Homestarts issued Membership surveys to each unit with timeline for return. The survey addresses membership, current unit tenants, parking status and details, long-term guests, and accessibility needs in order to address health and safety needs.

22. The Interim Receiver attended to repairing and adding additional lighting to the underground parking and garage to ensure the safety of the members and the property.

23. The Interim Receiver has engaged an elevator consultant, F. Shaw Management and Consulting, to oversee elevator maintenance, attend to an elevator audit and assist in the purchasing and installation of new elevators when financially possible.

RECEIPTS AND DISBURSEMENTS

24. Appended hereto as **Appendix C**, is the Receiver's Statement of Receipts and Disbursements for the period July 16, 2020 to February 24, 2021 (the "**R&D Statement**"). The R&D statement reports net receipts over disbursements of $392,238 for the period. The R&D Statement excludes the Co-Op's capital reserve fund.

FUTURE ACTIONS

25. In addition to the foregoing, the Interim Receiver expects to investigate and complete the following items in the near future:

    a. Obtain quotes to level the driveways and eliminate the pooling of water. This extensive work will be schedule for the spring, if funds are available.
    b. Diligently attempt to collect the arrears which includes establishing and following stringent collection policies that adhere to the by-laws.
    c. Apply for any government grants, as initiated, to assist with capital improvements including the roof and elevator modernization.

BDO CANADA LIMITED, in its capacity as the Interim Receiver of
Upwood Park/Salvador Del Mundo Cooperative Homes Inc.
and not in its personal or corporate capacity.
Per:

____

Anna Koroneos, CIRP, LIT
Vice-President

APPENDIX “C”

Court File No. **CV-21-00658491-00CL**

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	FRIDAY, THE 12th
	)	
JUSTICE THOMAS JOHN McEWEN	)	DAY OF MARCH, 2021

CITY OF TORONTO

Applicant

\- *and* -

UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

Respondent

INTERIM ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 95 (3) of the *Housing Services Act, 2011*, SO 2011, c. 6, Sch. 1, as amended (the "HSA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") extending the term of the appointment of BDO Canada Limited as interim receiver and manager (the "Receiver") without security, of all of the assets, undertakings and properties of Upwood Park/Salvador Del Mundo ("Upwood Park") acquired for, or used in relation to operating the housing project at 298 and 300 Queens Drive (the "Housing Project"), was scheduled to be heard this day via videoconference.

ON READING the affidavit of Mario Mendes sworn March 8, 2021 the Exhibits thereto and the Factum of the Applicant, and on hearing the joint submission of counsel for the Applicant City of Toronto, Ms. Saffia Abdul-Haqq (a member of the Respondent appearing in person), and Ms. Masbal Abokar (a member of the Respondent appearing in person), that the hearing of this matter, scheduled to proceed on March 12, 2021, be adjourned and heard at a later date, and that, in the interim, the term of the BDO Canada Limited's appointment as Receiver and Manager of Upwood Park be extended pursuant to subsection 95(3) of the HSA,

SERVICE

1. THIS COURT ORDERS that the Notice of Application has been properly served so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 85 paragraph 7 of the HSA and section 101 of the CJA, BDO is hereby appointed as Receiver, without security, of all of the assets, undertakings and properties of Upwood Park acquired for, or used in relation to the operation of the Housing Project carried on by Upwood Park, including all proceeds thereof (the "Property").

RECEIVER’S POWERS

3. THIS COURT ORDERS that the Respondent, its directors, employees, members and/or agents be and are hereby restrained from issuing cheques on, withdrawing any monies from, or in any way dealing with the property of the Respondent or in which the Respondent has an interest, including but not limited to personal property, bank accounts, trust accounts and real property.

4. THIS COURT ORDERS that the Respondent shall be deemed to ratify and confirm whatever the Receiver does in the course of the receivership, so long as it is done in accordance with the HSA, the HSA’s regulations, and the terms of the Receiver’s appointment, and the Receiver shall not be required to consult with, obtain the approval of, or have its actions ratified by the Respondent.

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable, providing that, in doing so, the Receiver continues to comply with the "Terms of Reference for Receiver" attached as Schedule 1 to the Receivership Services Agreement, and the HSA and its regulations:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Respondent, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondent;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondent or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;

(g) to settle, extend or compromise any indebtedness owing to the Respondent;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondent, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Respondent, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of the Respondent's business,

(i) without the approval of this Court in respect of any transaction not exceeding $ 25,000.00 , provided that the aggregate consideration for all such transactions does not exceed $ 100,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required.

(l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;

(o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondent, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondent;

(p) to exercise any member, partnership, joint venture or other rights which the Respondent may have;

(q) to increase the rents, housing charges, and any other fees and charges the occupants of the Housing Project (as that term is defined in the HSA) are required to pay, as the Receiver deems appropriate under the circumstances, and in accordance with the provisions of the HSA, the HSA's regulations, and the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, as amended (the "RTA");

(r) to terminate the occupancy of any resident of the Property, in accordance with the HSA, the HSA's regulations, and the RTA; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Respondent, and the Respondent's Board of Directors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. THIS COURT ORDERS that (i) the Respondent, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel, members and all other persons acting on

its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondent, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 9 or in paragraph 10 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing

the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. THIS COURT ORDERS that no proceeding (including any arbitration proceeding) or enforcement process in any court, tribunal or before an arbitrator (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENT OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of the Respondent or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondent or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Respondent, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondent to carry on any business which the Respondent is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondent from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondent, without written consent of the Respondent or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondent or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondent's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondent or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the collection of any rents and accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver or that have been opened by the Receiver since its initial appointment as a receiver by the Applicant (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Respondent shall remain the employees of the Respondent until such time as the Receiver, on the Respondent's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA or under any other applicable legislation, other than such amounts as the Receiver may

specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondent, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order,

be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation, including the protections afforded to the Receiver by the HSA and its regulations.

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall, subject to the limits set out in the provisions of the HSA and its regulations form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $ 200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge, subject to the limitations set out in the provisions of the HSA and its regulations.

23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-

protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondent.

30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located,

for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

33. THIS COURT ORDER is made on an interim basis and on a without prejudice basis to any person's right to respond to the Application and oppose the Order being sought. Any interested party may apply to this Court to schedule a return date for the Application, on not less than ten (10) days' notice to the Applicant, Respondent, Receiver, Ms. Abdul-Haqq, and Ms. Abokar.

~~DOCSTOR: 1771742\8~~

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties Upwood Park/Salvador Del Mundo Co-operative Homes Inc. acquired for, or used in relation to a business carried on by the Respondent, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of ______, 20__ (the "Order") made in an action having Court file number __-CL-_______, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of ______________, 2021.

BDO Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: ________________________________

Name:

Title:

B E T W E E N :

CITY OF TORONTO and UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

Court File No. CV-21-00658491-00CL

12 March 21

The Order shall go on the consent of the Applicant, Ms. Abdul-Haqq and Ms. Abokar.
The Order is made on an interim basis pending the hearing of the matter.
No one else attended at the hearing today.
Mr. Siboni will provide copies of the Order to Ms. Abdul-Haqq and Ms. Abokar.

McE T.

ONTARIO

SUPERIOR COURT OF JUSTICE –

COMMERCIAL LIST

ORDER

CITY SOLICITOR'S OFFICE
City of Toronto
Station 1260, Metro Hall
55 John St., 26^{th} Floor
Toronto, Ontario, Canada
M5V 3C6

MARK SIBONI
Phone: (416) 392-9786
Fax: (416) 397-5624
Email: mark.siboni@toronto.ca

Solicitors for the Applicant

APPENDIX “D”

Upwood Park/Salvador Del Mundo

Operating Summary

Proposed Operating Budget: September 1, 2021 to August 31, 2022

		Last Year	*Current Year*		*Next Year*	
	Description	***FYE2020 Audit***	**FYE2021 Budget**	**FYE2021 Pre Audit Proj**	**FYE2022 Budget**	
	Income					
1	Market Value Housing Charges	*4,032,048*	4,032,048	4,032,048	4,094,824	*1.6%*
2	Operating Subsidy	*877,467*	866,202	866,202	801,917	*-7.4%*
3	Property Tax Subsidy	*295,764*	298,650	300,173	303,715	
4	Vacancy Loss	*(17,453)*	0	(11,889)	(12,000)	
5	Parking & Laundry Revenue	*151,374*	152,000	150,626	160,200	*6.4%*
6	Other Miscellaneous Revenue	*13,809*	17,400	14,372	20,360	
7	Interest	*22,303*	0	(2,555)	10,000	
8	**Total Income**	***5,375,312***	**5,366,300**	**5,348,977**	**5,379,016**	*0.6%*
	Expenses					
9	Grounds & Maintenance	*901,080*	778,061	873,690	865,177	*-1.0%*
10	Maint Employees & Maint Staff	*342,017*	298,392	219,061	201,639	
11	Utilities	*891,731*	870,000	853,140	878,740	*3.0%*
12	Management Services	*178,314*	211,776	176,923	204,870	
13	Office General	*49,723*	50,550	40,659	41,775	
15	Legal, Audit & Other Corporate	*23,616*	33,000	39,051	34,155	
16	Sector & Education	*31,159*	40,000	32,124	32,770	
17	Insurance	*76,513*	78,000	79,461	84,140	*5.9%*
18	Bad Debts (net of recovery)	*23,846*	15,000	16,736	10,000	
19	Property Taxes	*295,764*	298,650	300,173	303,715	
20	Mortgage	*2,519,982*	2,524,850	2,524,850	2,524,850	
21	Capital Reserve Contribution	*193,428*	198,012	198,012	197,161	*-0.4%*
22	**Total Expenses**	***5,527,173***	**5,396,291**	**5,353,880**	**5,378,991**	*0.5%*
24	**Surplus\(Loss)Before Audit Adj**	(151,861)	(29,991)	(4,904)	25	
25	FYE2021 audit adj (for prior year)			(3,078)	*0*	
26	**Surplus\(Loss) After Adjustment**	***(151,861)***	**(29,991)**	**(7,982)**	**25**	
27	**Ttl Net Sector Supp & Cable Surp**	***32,255***	**29,991**	**28,397**	**4,255**	
28	**Total Surplus**	**(119,606)**	**0**	**20,415**	**4,280**	
29	**Total Accumulated Surplus**	**255,839**		**276,254**	**280,534**	

Upwood Park/Salvador Del Mundo

Monthly Market Housings Charges	Last Year	This Year	*Monthly Increase*	Effective Feb 1 2022
1 Bedroom Apartment	$923	$923	*$12*	**$935**
2 Bedroom Apartment	$1,105	$1,105	*$16*	**$1,121**
3 Bedroom Apartment	$1,280	$1,280	*$20*	**$1,300**
Parking Per Spot	$25	$25	*$5*	**$30**

Includes sector support reduced from $14 to $7\unit (Sep 1 2021) + cable $42\unit

Upwood Park/Salvador Del Mundo
Operating Details
Proposed Operating Budget: September 1, 2021 to August 31, 2022

Description	*Last Year* *FYE2020 Audit*	*Current Year* FYE2021 Budget	FYE2021 Pre Audit Proj	*Next Year* FYE2022 Budget	
REVENUE					
200 Rents at Market Value	4,032,048	4,032,048	4,032,048	4,094,824	*1.6%*
201 Market Vacancy	(17,453)	0	(11,889)	(12,000)	
250 Operating Subsidy	877,467	866,202	866,202	801,917	*index*
250 Property Tax Subsidy	295,764	298,650	300,173	303,715	*2.5%*
222 Parking Revenue	100,971	100,000	101,266	110,900	*Eff Feb*
222 Laundry	50,403	52,000	49,360	49,300	
222 Storage Locker	7,640	7,500	7,610	7,560	
222 Gym Revenue	3,314	7,000	0	7,900	
221 Interest	22,303	0	(2,555)	10,000	
224 Other Income & Chargebacks	2,723	1,500	4,262	3,000	
224 Room Rental Income	0	0	0	0	
224 Late Payment Charges	0	1,200	2,390	1,800	
224 Non Bank NSF Charges	132	200	110	100	
Total Revenue	**5,375,312**	**5,366,300**	**5,348,977**	**5,379,016**	
EXPENSES					
Employees & Employer Costs					
Superintendents (2) Salary\Vacation Pay	213,496	160,000	92,800	94,192	*1.5%*
Janitorial Salary (1) Direct Hire \Vac Pay	50,094	47,664	46,354	47,049	*1.5%*
Superintendents\Janitorial Vac Pay-Out			16,885	0	
Temporary Help\On-Call	23,297	25,000	0	0	
Payroll Exp.(CPP&EI)	*incl above*	0	12,132	11,299	
WSIB Premium	*incl above*	0	3,417	2,500	
Maintenance Staff Benefits	42,542	40,000	21,397	20,200	
Other Maintenance Benefits	0	0	900	900	
Suite Allowance	12,588	25,728	25,176	25,498	
Ttl Maint Salaries & Employer Costs	**342,017**	**298,392**	**219,061**	**201,639**	
Grounds & Maintenance					
Building General					
Capital Items Less than $5K\invoice					
106 Floor Replacement			16,153	5,000	
106 Vanities\Countertops, etc,			19,139	5,000	
106 Other Capital Repairs				4,300	
Total Capital Costs Less than $5K	**0**	**0**	**35,292**	**14,300**	
106 Janitorial Srvcs(Contract)	0	0	63,300	58,200	
106 Roof Repairs\Inspection	0	8,000	5,135	5,000	
106 Building Repairs	189,804	75,000	31,409	40,000	
106 Building Supplies	0	0	10,173	15,000	
106 Key\Door Lock Replacement	6,707	6,000	4,655	4,800	

Upwood Park/Salvador Del Mundo

Operating Details

Proposed Operating Budget: September 1, 2021 to August 31, 2022

Description	*Last Year* FYE2020 Audit	*Current Year* FYE2021 Budget	FYE2021 Pre Audit Proj	*Next Year* FYE2022 Budget	
106 Floor Repairs	14,980	20,000	5,272	8,000	
106 Windows\Doors Rpl\Rprs	7,944	5,000	7,035	8,000	
106 Appliance Repairs	2,239	5,500	7,060	8,700	
106 Building Equipment	39,888		0	0	
106 Pest Control	13,938	17,000	22,079	20,000	
106 Janitorial,Mat Rntl,Carpet Cleaning	5,909	10,000	7,493	7,800	
106 Janitorial Sppls & Others	0	0	11,661	10,500	
106 Window Washing	0	5,000	0	5,000	
106 Garage & Door Repairs\Cleaning	10,701	15,000	4,166	10,000	
106 Accessible Upgrades			0	3,000	
106 Common Areas Furnishing	19,199	0	607	1,200	
106 Signs\First Aid\Other	1,771	1,500	92	1,500	
Turnover					
106 Drywall\Ceilng Rprs-TrnOvr	1,580	7,500	15,687	10,000	
106 Floor Rprs Unit Turnover	14,489	8,000	4,648	7,000	
106 Cleaning Unit Turnover	8,783	7,500	410	3,000	
106 Carpentry Unit Turnover	5,709	2,250	0	0	
106 Tubs & Tub Re-glazing	2,039	7,500	4,300	5,000	
Total Building General	**345,680**	**200,750**	**240,474**	**246,000**	
Building & Grounds Services					
107 Elevator Contract & Service Fees	17,098	18,000	20,334	21,000	
107 Elevator Inspctn & Repairs	12,534	10,160	21,143	10,000	
108 Electrical Supplies	3,582	6,000	1,024	3,500	
108 Electrical Repairs	22,670	25,000	10,934	12,000	
108 Generators Inspctn & Rprs	0	0	6,466	7,100	
108 ESA Continuous Safety Plan	0	0	4	2,137	
109 Heating\WHS Maint.	45,175	43,660	34,310	35,000	
109 Plumbing Repairs	32,960	50,000	37,758	36,500	
110 Catch Basins, Stack, Vents Annual			23,203	11,000	
109 Preventative HVAC Contrct	23,093	15,000	18,286	25,200	
110 Snow Rmvl Contract(5Mths)	31,396	31,396	27,235	38,140	
110 Landscapng Contract(7Mths)	11,251	31,395	14,341	17,600	
110 Grounds Supplies & Other Serv	9,951	15,000	5,892	5,000	
111 Painting,Turnover,Other	25,773	7,000	13,408	12,000	
112 Waste Remvl\Compactor Rpr	0	4,200	5,098	5,000	
112 Water Treatment	376	500	1,513	1,600	
112 Fire Safety Systems	29,713	30,000	36,212	40,000	
112 Fire Nuisance Calls			5,820	0	
112 Security Services (Patrol)	234,332	230,000	263,855	273,000	
112 Security Systems \Surveilance	0	0	28,682	4,000	
123 Solid Waste Mgmnt Fee(SWM)	55,496	60,000	57,697	59,400	3.0%

Upwood Park/Salvador Del Mundo
Operating Details
Proposed Operating Budget: September 1, 2021 to August 31, 2022

Description	*Last Year* *FYE2020 Audit*	*Current Year* FYE2021 Budget	FYE2021 Pre Audit Proj	*Next Year* FYE2022 Budget	
Total Services	**555,400**	**577,311**	**633,216**	**619,177**	
Total Grounds & Maintenance	**901,080**	**778,061**	**873,690**	**865,177**	
Utilities					
121 Electricity	350,689	340,000	330,606	340,525	
122 Fuel	153,033	150,000	152,036	156,600	
123 Water & Sewer	388,009	380,000	370,498	381,615	
Total Utilities	**891,731**	**870,000**	**853,140**	**878,740**	*3.0%*
Administration					
132 Management Service	153,690	187,152	170,767	204,870	est
132 Bookkeeping *End Nov\20	24,624	24,624	6,156	0	
Total Manangement & Bookkeeping	**178,314**	**211,776**	**176,923**	**204,870**	
Office General					
133 Telephone & Internet	21,351	22,000	15,767	15,700	
133 Courier Delivery Service	38	300	1,288	1,275	
133 Bank Charges, Ceridian, TP fees	1,856	2,200	5,632	6,000	
133 Insurance Premium \ Finance Chg			1,547	2,200	
133 Credit Checks	179	1,800	0	200	
133 Office Equipmnt \Software etc	3,656	4,500	4,630	3,000	
133 Office Supplies , Postage, etc	9,170	10,750	4,265	5,000	
133 Copier Rental & Usage	11,627	9,000	7,412	7,600	
133 Meeting \Community Expenses	1,846	0	118	800	
Total Office General	**49,723**	**50,550**	**40,659**	**41,775**	
Professional Services					
133 Legal	8,001	20,000	15,468	10,000	
133 Audit	15,615	13,000	21,510	22,155	*3.0%*
133 Other Corporate Fees	0	0	2,073	2,000	
Total Professional Services	**23,616**	**33,000**	**39,051**	**34,155**	
Sector & Education					
134 CHF Canada Conference	0	0	0	0	
134 CHFC\CHFT Membership Dues	31,159	33,000	32,124	32,770	*2.0%*
134 Member Education	0	7,000	0	0	
Total Sector & Education	**31,159**	**40,000**	**32,124**	**32,770**	
140 Total Administration	**282,812**	**335,326**	**288,758**	**313,570**	
Other					

Upwood Park/Salvador Del Mundo

Operating Details

Proposed Operating Budget: September 1, 2021 to August 31, 2022

Description	*Last Year* *FYE2020 Audit*	*Current Year* FYE2021 Budget	FYE2021 Pre Audit Proj	*Next Year* FYE2022 Budget	
141 Insurance	76,513	78,000	79,461	84,140	*5.9%*
142 Bad Debts	23,846	15,000	139	10,000	
142 Bad Debts\Evictn Decision	0	0	16,597	0	
142 Bad Debts Recovery	0	0		0	
Total Other	**100,359**	**93,000**	**96,197**	**94,140**	
185 Capital Reserve Contribution	193,428	198,012	198,012	197,161	*-0.4%*
170 Total Operating Expenses	**2,711,427**	**2,572,791**	**2,528,858**	**2,550,426**	
160 Property Taxes	295,764	298,650	300,173	303,715	*2.5%*
175 Mortgage *Rnwl Sep 1 2023	2,519,982	2,524,850	2,524,850	2,524,850	
199 Total Expenses	**5,527,173**	**5,396,291**	**5,353,880**	**5,378,991**	
Surplus\(Loss) Before Audit Adjustment	(151,861)	(29,991)	(4,904)	25	
FYE2021 audit adjustment (for prior year)	0	0	(3,078)	0	
Surplus\(Loss) After Adjustment	**(151,861)**	**(29,991)**	**(7,982)**	**25**	
Non Shelter Activities					
234 Sector Support-Income	52,481	52,860	52,759	26,544	
234 Sector Sup-Mortgage	(25,462)	(25,529)	(25,529)	(25,529)	
Net Sector support	**27,019**	**27,331**	**27,230**	**1,015**	
224 Cable Income		158,760	158,261	159,264	
224 Bulk Cable Serv Expense		(156,100)	(157,094)	(156,024)	
Net Cable	**5,236**	**2,660**	**1,167**	**3,240**	
Total Non Shelter Activities	**32,255**	**29,991**	**28,397**	**4,255**	
Total Surplus\(Loss)	**(119,606)**	**0**	**20,415**	**4,280**	
Total Accumulated Surplus	**255,839**		**276,254**	**280,534**	

Upwood Park/Salvador Del Mundo

Proposed Capital Budget: September 1, 2021 to August 31, 2022

	Description	*Last Year* *FYE2020 Audit*	*Current Year* FYE2021 Budget	Aug 31 2021 Pre-audit	*Next Year* FYE2022 Budget
	Capital Income				
1	Opening Balance	*0*	124,833	124,833	268,996
2	Required Allocation From Operations	*193,428*	198,012	198,012	197,161
3	Operating Surp Share ($100\un max)	*0*	0	0	0
4	Investment Interest	*1,617*		(2,595)	0
5	Energy Rebates\Incentives			18,270	0
6	**Total Capital Reserve**	***195,045***	**322,845**	**338,520**	**466,157**
	Capital Expenses				
	City Guideline Capital Invoices over $5K				
	*Exceptions Noted				
7	Appliances *	*13,562*		19,849	21,000
8	Flooring (Units)			0	12,000
9	Unit Renovations (Turnover)	*6,741*		6,161	15,000
10	Fire Safety Systems	*23,710*			
11	Security Systems	*5,171*			
12	Post Lights & Lighting	*15,103*			
13	Parking Garage Lighting			11,780	
14	Metal Heat Covers	*5,925*			
15	Boiler Systems			5,263	
16	Major Plumbing			7,182	
17	Elevators			13,133	
18	Curbs\Sidewalks			6,156	
19	Brick Masonry				
20	Garage\Podium Dec				
21	Consulting\Brick\Podium Deck				20,000
22	Professional Project Management				
23	**Total Capital Expenditures**	***70,212***	**0**	**69,524**	**68,000**
25	**Capital Reserve Balance**	***124,833***	**322,845**	**268,996**	**398,157**
	Common Room Reserve	***38,220***		**38,220**	**38,220**

FYE2022 Rent Revenue

Review of Rents & Sector Support\Cable not include for this purpose

A

FYE2021 Aug 31 2021	No Units	FYE21 Base Rent	Annual Rent	FY22 BM Rent	Annual BM	Upwood's Rent Shortfall
1 Bd	54	867	561,816	886	574,128	(12,312)
2 Bd	194	1,049	2,442,072	1,072	2,495,616	(53,544)
3 Bd	70	1,224	1,028,160	1,251	1,050,840	(22,680)
Total	**318**		**4,032,048**		**4,120,584**	**(88,536)**

Sector Support Surcharge (Reallocation)

	Mo Sector Supp\Unit	Annual	Annual Sector Support Mortgage	Surcharge Surplus
Per Unit	14	53,424		
Less Super 2 Units	(28)	(336)		
Net Sector Support		53,088	(25,529)	**27,559**

Reallocating $7 surplus sector support surcharge to Increase Rents closer to BM

B

FYE2022 Sep 1 2021	No Units	FYE21 Base Rent + $7	Annual Rent	FY22 BM Rent	Annual BM	Upwood's Rent Shortfall
1 Bd	54	874	566,352	886	574,128	(7,776)
2 Bd	194	1,056	2,458,368	1,072	2,495,616	(37,248)
3 Bd	70	1,231	1,034,040	1,251	1,050,840	(16,800)
Total	**318**		**4,058,760**		**4,120,584**	**(61,824)**

	Mo Sector Supp\Unit	Annual	Annual Sector Support Mortgage	Surcharge Surplus
Per Unit	7	26,712		
Less Super 2 Units	(14)	(168)		
Net Sector Support		26,544	(25,529)	**1,015**

Propose to Increase Rents equal to BM

C

FYE2022 Feb 1 2022	No Units	FYE21 Base Rent Increase	Annual Rent	FY22 BM Rent	Annual BM	Upwood's Rent Shortfall
1 Bd	54	886	574,128	886	574,128	0
2 Bd	194	1,072	2,495,616	1,072	2,495,616	0
3 Bd	70	1,251	1,050,840	1,251	1,050,840	0
Total	**318**		**4,120,584**		**4,120,584**	**0**

	Mo Sector Supp\Unit	Annual	Annual Sector Support Mortgage	Surcharge Surplus
Per Unit	7	26,712		
Less Super 2 Units	(14)	(168)		
Net Sector Support		26,544	(25,529)	**1,015**

D **SUMMARY**

	Aug 31 2021 Base Rent	Sec Sup	Total	Sep 1 2021 Base Rent	Sec Sup	Total
1 Bd	867	14	881	874	7	881
2 Bd	1,049	14	1,063	1,056	7	1,063
3 Bd	1,224	14	1,238	1,231	7	1,238

Feb 1 2022

Base Rent	Sec Sup	Total	Mo Increase	
886	7	893	12	1.4%
1,072	7	1,079	16	1.5%
1,251	7	1,258	20	1.6%

APPENDIX “E”

PRENTICE YATES & CLARK
CHARTERED PROFESSIONAL ACCOUNTANTS
Serving our clients since 1944

January 22, 2021

Private and Confidential

Ms. Josie Parisi, Receiver
Upwood Park/Salvador Del Mundo Co-operative Homes Inc.
298 Queens Drive, Management Office
North York, Ontario M6L 3E2

Re: Audit of Financial Statements for the period ending August 31, 2020

Dear Ms. Parisi:

The objective of our audit was to express an opinion on the financial statements. Included in our audit was the consideration of internal control relevant to the preparation and fair presentation of the financial statements. This consideration of internal control was for the purpose of designing audit procedures that were appropriate in the circumstances. It was not for the purposes of expressing an opinion on the effectiveness of internal control or for identifying all the significant control deficiencies that might exist.

During the course of our audit, we identified several deficiencies that met the definition of a significant deficiency. A significant deficiency in internal control is defined as a deficiency or combination of deficiencies in internal control that, in the auditor's professional judgment, is of sufficient importance to merit the attention of those charged with governance. Communicating significant deficiencies assists those charged with governance in fulfilling their oversight responsibilities.

The significant deficiencies identified are outlined below. Please note that this list includes all the significant deficiencies we have identified.

APPOINTMENT OF RECEIVER

On July 16, 2020, the City of Toronto appointed BDO Canada Limited as an interim receiver (receiver) of the Co-operative. Per letter from the City of Toronto dated July 17, 2020, this was due to the significant financial and operational issues that the Co-operative is experiencing. The City of Toronto has noted, among other items, concerns related to member receivable arrears increases, operating deficit for the year ending August 31, 2019 and depleted capital reserve. We understand that the receiver and management are working towards resolving these issues.

OPERATING DEFICITS

The Co-operative has experienced losses in the past two years, 2020 - $121,145 and 2019 – $99,313. A continuation of operating losses will further deplete cash and investments and may eventually put the Co-operative's ongoing operations in jeopardy.

The Co-operative must make every effort to have an operating surplus over the next few years. We understand that since its appointment the receiver has prepared a cash flow and monitors the revenues and expenditures on a regular basis. We would like to point out some areas of concern. Ensuring that the subsidies allocated to members are accurate is very important since it has a direct impact between the market housing charges, rent-geared-to-income (RGI) housing charges and subsidies provided by the City of Toronto. Another area of concern are housing charge arrears. If members fail to pay their arrears, this has a direct impact on operating cash flow and bad debt expense. Vacancy losses, as noted below, are higher than usual and especially market vacancy losses result in direct loss of income for the Co-operative. The Co-operative should review the actual costs versus budgeted costs on a regular basis to ensure that the expenditures are at or below budget. A review of the expenses should be conducted to see which ones can be reduced, possibly through preventative measures, utility retrofits, etc. In addition, the Co-operative should consider reviewing their benchmark operating costs and look at the option to increase the benchmarks, since the benchmarks have a direct impact in operating subsidies.

FINANCIAL STATEMENT ACCURACY

For the fiscal year ended August 31, 2020, we proposed eighteen (18) adjusting entries to correct the accounting records and these corrections also changed the financial statements that you would have been seeing during the year. In order to improve the accuracy of your monthly financial statements, we recommend that you review the audited adjusting entries to determine which ones can be made on a monthly basis. Accuracy of the monthly financial statements is very important when making decisions based on their content. This is especially important since the Co-operative should be particularly diligent to avoid further operating losses in the future.

RENT-GEARED-TO-INCOME (RGI) CALCULATIONS

Each year during our audit, we review a selection of members' files to ensure that subsidy calculations are correct, and that income verification documentation is adequate. During the audit, we were not able to find sufficient and appropriate audit evidence in regards to the RGI subsidies. As a result, the Independent Auditors' Report was qualified.

Specifically, during the review, we selected 24 RGI files for testing. Three of these files had the RGI subsidy calculation and the backup information; however we were not able to understand how the backup information was used to derive subsidy amounts allocated to the units. For 5 of these files, there was no calculation or backup information provided, therefore we were not able to verify whether subsidies allocated to the units were correct. Management was able to provide the RGI calculation sheet for 3 files, however there was no backup to support the calculation of subsidies. In summary, we encountered issues with 11 of the 24 files selected.

In addition, we selected 4 files/units (included in the 24 files selected above) where one of the members living in the unit was a Board member during the fiscal year. We encountered issues in 3 (out of the 11 files with issues) out of the 4 files selected.

Finally, in one instance, we noted that one member appeared to be running childcare services based on the 2018 tax notice of assessment. It was not clear on whether these services were provided from the actual unit where the member resides. We suggest that you follow up to confirm this is the case and clarify the situation, on whether members are allowed to run childcare services from the Co-operative's units and whether there are any other precautions (such as insurance) that need to be taken into account.

We understand that the receiver and management are aware of this issue. We understand that the current management company has a process in place where all the RGI calculations are done by the on-site office staff and reviewed by a RGI team from the management company. We have also been told that all the RGI calculations are initialed to indicate review. We recommend that the management company continue to follow the above steps to prepare the RGI subsidies, to ensure the calculations are correct, to ensure subsidies allocated to members per the RGI calculation sheet agree to the accounting records, to ensure that the calculations are properly documents and ensure that the backup supporting the calculations is readily available and attached to the calculation sheet. We would also recommend that the management company review each file, possibly review the prior year calculation (for the fiscal year ending August 31, 2020) and consider whether a retroactive adjustment would be required. Whenever possible, following the RGI rules, any subsidies overallocated to members should be recovered.

In addition, during the audit, we noticed that some occupancy agreements were not available and some occupancy agreements were not signed. We recommend that you review each file and ensure that the occupancy agreements are available and signed for each unit. The occupancy agreement can be placed in a separate folder or kept on the left side of the regular RGI folders, so they can be carried forward every year.

HOUSING CHARGE ARREARS

At the Co-operative's fiscal year end, the arrears for housing charges were $89,109 ($280 per unit). This is quite high for a project of your size and represents a significant increase over the past two years 2019 - $70,678; 2018 - $38,949. High arrears represent an increased level of risk to the assets of the Co-operative. In addition, some of these members did not have repayment agreements. Prentice Yates and Clark recently analyzed the arrears balances of its Co-operative clients over a one-year period and the average current member's arrears was $130 per unit.

We understand that the situation has been more difficult due to the changes in the management structure and companies. We also understand that the situation has been worse because of the Covid-19 pandemic and current legislation which limits your ability to evict delinquent members. We recommend that you review your collection and eviction process to ensure that your practices encourage the prompt payment of housing charges.

VACANCY LOSSES

The vacancy losses for fiscal 2020 were $43,476 (2019 - $15,430; 2018 - $12,091; 2017 - $18,045 and 2016 - $34,215). Vacancy losses have increased significantly over the prior years. In addition, we noticed that some units were vacant from three to five months. One unit was vacant for 8 months.

We recommend that you follow up and make every effort to occupy these units as soon as possible in order to avoid further losses of housing charges. To assist you in doing this, you may wish to establish a marketing checklist that is used for each vacant unit. The checklist should include all the activities that must be undertaken to re-rent a unit, and an expected timing for them to be done. Management should follow the process to ensure that it is operating efficiently and to change it if it is not.

MISSING SUPPLIER INVOICES

Each year during the audit, we select a sample of expenses and agree these expenses to supplier invoices and other backup documentation. During the audit, management was unable to provide invoices and backup documentation for some of the expenses selected. These are mainly expenses for the Co-operative's social events and based on the descriptions in the general ledger, they appeared to be advances for events. We understand that since then, there have been two changes in management and staff.

We recommend that, going forward, invoices and backup for all expenses should be attached to the cheque requisitions.

This communication is prepared solely for the information of Upwood Park/Salvador Del Mundo Co-operative Homes Inc. and is not intended for any other purpose. We accept no responsibility to a third party who uses or relies upon it. This letter should not be used as a performance measure for your staff.

We would like to take this opportunity to thank Anna Koroneos and Zoe Stevenson for their assistance in completing the internal and computer control questionnaires and for their assistance during the audit.

Very truly yours,

PRENTICE YATES & CLARK

J.J. Pauze, CPA, CA, LPA
Partner
JJP:vb

VERBAL COMMENTS

TO: JOSIE PARISI, ANNA KORONEOS AND ZOE STEVENSON
UPWOOD PARK/SALVADOR DEL MUNDO CO-OPERATIVE HOMES INC.

FROM: VIOLA BARDHOSHI, PRENTICE YATES & CLARK

SUBJECT: SUMMARY OF COMMENTS RE: FISCAL 2020 AUDIT

DATE: JANUARY 22, 2021

During our audit, we came across the following recommendation about your systems that we would like to mention, but did not include in your management letter because it did not specifically impact your controls:

DEPOSIT CLEARING ACCOUNT

The Co-operative has an account called deposit clearing account (#2250-0000). We have been told that this account includes deposits not yet allocated to each member. We recommend that you review this account, allocate balances to the appropriate member account after proof of deposit has been provided. We suggest that the account be adjusted down to $0 after the above procedure.

LEGAL INVOICES

The Co-operative paid 2 invoices to Rutherford & Mathews, specifically invoice #1528 dated June 10, 2019 for $1,525.50 and invoice #1725 dated September 11, 2019 for $1,779.75. Invoice #1725 included the outstanding balance of invoice #1528 and it appears that this invoice has been paid twice. If this is the case, it is possible that the credit has been applied to a subsequent invoice. We recommend that you follow up with the vendor to ensure that the Co-operative does not have a credit with the vendor. We would suggest that you obtain a statement of account that indicate the activity of all invoices and payments from June 2019.

MONTHLY FINANCIAL STATEMENTS

During the internal control questionnaire, we were told that the receiver does not review internal monthly financial reporting. We understand that this is temporary while the current year audit is being completed. Reviewing an up-to-date set of financial statements is one of the most important controls over the financial transactions. We recommend that management prepare monthly financial statements and the receive review these reports monthly. The monthly financial statements, at a minimum should include a statement of financial position, statement of operations that compares budget to actual, as well as actual to prior month. In addition, monthly reports of member receivables, payables, replacement reserve activity should be part of the monthly financial package.

If you have any questions regarding the above comments, please feel free to contact our office.

CITY OF TORONTO and **UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE HOMES INC.**

Applicant Respondents

Court File No. CV-21-00658491-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

SECOND REPORT OF BDO CANADA LIMITED IN ITS CAPACITY AS INTERIM RECEIVER OF UPWOOD PARK/SALVADOR DEL MUNDO COOPERATIVE HOMES INC.

AIRD & BERLIS LLP
Barristers and Solicitors
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Kyle B. Plunkett (LSO # 31044N)
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Email: mspence@airdberlis.com

Fax: (416) 863-1515

Lawyers for the Interim Receiver

Court File No. CV-22-00688248-00CL

BETWEEN

CITY OF TORONTO **and** **HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**

(Applicant) (Respondent)

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

SUPPORTING AFFIDAVIT OF ROSELL KERR

BETTY'S LAW OFFICE
2300 Yonge, Street Suite
1600 Toronto, ON
M4P 1E4
Courtney Betty (LSO # 28347U)
Tel: 416-972-472
Email: betty@bettyslaw.com
tenechia@bettyslaw.com

Court File No. CV-22-00688248-00CL

BETWEEN

CITY OF TORONTO **and** **HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**

(Applicant) (Respondent)

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

RESPONDING MOTION RECORD

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APPENDIX I

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

IN THE MATTER OF THE RECEIVERSHIP OF

HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

THIRD SUPPLEMENT TO THE SECOND REPORT TO THE COURT OF

TDB RESTRUCTURING LIMITED

JUNE 11, 2025

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

Contents

APPENDICES

1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the "**Court**") dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. ("**HSC**" or the "**Co-op**") acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the "**Appointment Order**").

2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.

3. This report (the "**Third Supplemental Report**") is the third supplement to the second report to the Court of the Receiver dated April 30, 2025 (the "**Second Court Report**") and should be read in conjunction with the Second Court Report, the supplement to the Second Court Report dated May 8, 2025 (the "**Supplemental Report**") and the second supplement to the Second Report dated May 16, 2025 (the "**Second Supplemental Report**"). Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Second Court Report, the Supplemental Report and the Second Supplemental Report.

1.1 Purpose of the Third Supplemental Report

4. The purpose of the Third Supplemental Report is to provide the Court with information in reply to the Supporting Affidavit of Rosell Kerr sworn June 6, 2025 (the "**Kerr Affidavit**") and clarify certain matters raised in the Kerr Affidavit.

5. The Receiver notes that the Kerr Affidavit does not expressly indicate whether Ms. Kerr met with or consulted members of the Co-op or the board members (the "**Board**") in preparation for making the Kerr Affidavit. Significantly, Ms. Kerr does not attest that she is authorized by, or has the support of, the Co-op members or the Board to submit her affidavit and "raise areas of concern" in respect of the relief requested by the Receiver.

2.0 REPLY TO THE KERR AFFIDAVIT

6. The Receiver's comments with respect to certain of the issues raised in the Kerr Affidavit are set out below. As preliminary comments, the Receiver:

    a) has not addressed every matter raised by Ms. Kerr and cannot speak: (i) to events that transpired prior to the Receiver's appointment; and (ii) for the City of Toronto (the "**City**"); and

    b) understands that many, if not all, of the items raised by Ms. Kerr with respect to the City were addressed and at issue in the City's application for the appointment of the Receiver.

2.1 Fraud and Financial Condition of the Co-op

7. Ms. Kerr states in the Kerr Affidavit that:

    a) At paragraph 1 – she has been a member of the Board since 2019;

    b) At paragraphs 4 and 9 – a fraud of $230,000 occurred and the Receiver understands that this incident occurred in or about July 2019, prior to the Receiver's appointment;

    c) At paragraph 5 – "It is only through the leadership, determination, and vision of this Board that meaningful transformation began."; and

    d) At paragraph 7 – "We confronted a long-standing pattern of non-responsiveness by implementing accountability protocols, revising internal policies, and establishing formal relationships with organizations like CHFT."

8. It appears to the Receiver that despite the general statements made by Ms. Kerr, appropriate measures had not been put in place to adequately address the financial condition and controls and appropriate governance of the Co-op during Ms. Kerr's tenure on the Board. Specifically, the Receiver notes that:

a) in its letter to management dated September 24, 2019 (the "**Management Letter**"), the Co-op's external auditor notes numerous deficiencies in reporting, internal controls, documentation related to decision making, governance and financial controls. A copy of the Management letter is attached hereto as **Appendix** "**A**";

b) in its letter to the Board dated April 6, 2022 (the "**City's April 2022 Letter**"), which addresses the Co-op's annual information return and audited financial statements for the year ended June 30, 2020, the City states that the Co-op's external auditor identified significant deficiencies and that most of the deficiencies listed in the auditor's previous management letter are still outstanding and not addressed. The City's April 2022 Letter then sets out a number of the deficiencies and discusses the Co-op's accumulated deficit, a portion of which resulted from a fraudulent EFT transaction during the year of $149,144. A copy of the City's April 2022 Letter is attached hereto as Appendix "**B**"; and

c) in the City's Notice of Triggering Events dated March 29, 2021 (the "**NTE Letter**"), the City sets out at paragraphs 2(a) and (b) that the Co-op has not established effective financial management controls resulting in an accumulated deficit nor has the Board ensured that the necessary policies and procedures are in place to ensure appropriate approvals and monitoring of internal controls. A copy of the NTE Letter is attached hereto as **Appendix** "**C**".

9. With respect to the prior fraud incident identified by Ms. Kerr, it is unclear to the Receiver as to the relevance of this historical event in relation to the Receiver's request for relief on its motion, now returnable on June 20, 2025 (the "**Second Report Approval Motion**"). As noted above, these matters were before the Court in connection with the City's application to appoint a receiver, on which Justice Penny heard arguments and made his decision to appoint the Receiver.

2.2 Co-op Stabilization and Relief Requested from the City

10. At paragraphs 11-14 of the Kerr Affidavit, Ms. Kerr sets out that:

> "while the Receiver's most recent reports suggest that operations at the Co-op have been "generally stabilized" and that substantial improvements have been made, these conclusions do not align with the lived reality of many residents. Paragraph 22 of the Second Court Report, for example, states because the Community First Developments Inc. "CFDI" has completed its review and the Receiver believes operations are now stable, the Court should be informed of certain issues. But that characterization fails to account for ongoing and unresolved issues that continue to impact daily life at the Co-op—issues that are not adequately reflected in the Receiver's filings and reports."

11. It appears to the Receiver that Ms. Kerr has misinterpreted paragraph 22 of the Second Court Report and the meaning of stabilization of the Co-op.

12. The review summarized in the Second Report undertaken by CFDI does not relate to current operations or stabilization of the Co-op. The review relates to the inappropriate allocation of units and related record keeping, renovation of certain selected units and general management that occurred prior to the Receiver's appointment during Ms. Kerr's tenure on the Board and the Receiver's concerns with respect to same, which concerns the Receiver was required to bring to the Court's attention on the basis that a significant portion of the relief sought by the Receiver relates to governance issues of the Co-op.

13. The Co-op and its operations have been generally stabilized on the basis that:

    a) all of the liabilities incurred by the Co-op since the Receiver's appointment have been paid as they generally come due;

    b) maintenance of building systems such as plumbing, the boiler and ventilation are regularly performed; whereas, prior to the Receiver's appointment, records supporting such maintenance are either incomplete or do not exist;

c) the Receiver has attended to repairs in various units that have been outstanding since prior to the Receiver's appointment, which the Board neglected to address (including one particular matter that had been brought to the Board's attention as early as 2014, but had never been addressed by the Board – Second Court Report, Exhibit M, Document #25); and

d) the Receiver has secured funding from the City for, and has substantially completed, in whole or in part, various significant capital projects that required urgent attention.

14. Referring to the stabilization of the Co-op was never meant to convey that the property at 51 The Chimneystack Rd. in Toronto, Ontario (the "**Property**") has been or is currently without ongoing operational and maintenance challenges. The Property is an older building and issues with respect to same are frequently encountered. This is evidenced by the fact that CFDI, in managing the building, has had to allocate additional maintenance staff to maintain the property.

15. Regarding the allegation that the Receiver's characterization of stabilization does not recognize the "lived experience" of residents, Ms. Kerr provided certain information to support this statement. The Receiver has reviewed Exhibit B to the Kerr Affidavit and notes that pages 2, 3, 4 and 39 of the 311-chart (the "**Chart**") set out therein are illegible. The Receiver also notes that there are numerous line items relating to the same issue(s), and as such, reference should be made to the left-most column titled "Request Number" to identify unique issues. The Receiver has identified 25 unique Request Numbers, a number of which appear to be from the same resident. In addition, requests concerning the faulty elevators and plumbing pre-date the Receiver's appointment while others, such as missed garbage collection and stray animals are unrelated to property management.

16. Set out below is a schedule that summarizes the main issues in the Chart and what the Receiver has done to address them as part of the Receiver's ongoing management of the Co-op.

[redacted]	
Garbage pick-up	Members will often call 311 when garbage is not picked up as opposed to informing the property management office. When property management is made aware of the issue, it calls 311 to advise the City that garbage has not been picked up. This is an issue for the City, it is not a matter that can be controlled by the Receiver or CFDI.
[redacted]	
Bathroom sewage	This matter was brought to CFDI's attention on May 22, 2023. A plumber was called and was able to be on site on May 23, 2023, when the issue was addressed. On May 30, 2023, the Receiver caused the plumbing in the entire building to be flushed.
[redacted]	
Garage parking door	The garage parking door has been an ongoing problem, since the outset of the Receiver's appointment and has had to be fixed on numerous occasions. The Receiver has replaced numerous parts on the garage door in order to address the various issues with the goal of ensuring that issues do not arise again.
[redacted]	
Water temperature fluctuation	There was one work order regarding significant water temperature fluctuation. The Receiver called a plumber to address the issue and was advised that the water temperature fluctuation was a result of a bidet that was installed in the unit's bathroom by the resident.
[redacted]	

17. At paragraphs 15 and 16 of the Kerr Affidavit, Ms. Kerr indicates that the Board had previously applied for COCHI funding on two separate occasions and was denied. The Receiver's understanding of the reason these applications were denied is that required reporting under the *HSA* framework had been outstanding and that the City required this reporting to be brought up to date before considering injecting further funds into the Co-op under the Board's oversight. The Receiver, after it's appointment, with the assistance of CFDI and the Co-op's external auditors, caused to have the June 30, 2022 audited financial statements and related corporate income tax return, annual information return and required RGI reporting completed and has continued to do so for the years ended June 30, 2023 and 2024. In addition, the Receiver also had the Co-op's 2021 annual information return and RGI reporting amended to the satisfaction of the City.

18. Ms. Kerr, at paragraph 16 of the Kerr Affidavit, recognizes that the serious issues related various capital projects now being completed by the Receiver existed and were known to the Board prior to the Receiver's appointment. The Receiver notes that according to the Co-op's audited financial statements for the years ended June 30, 2021, 2022 and 2023, funds totaling $457,132 were used to fully renovate various units in the Co-op, including the unit in which Ms. Kerr resides. It appears that the Board prioritized unit renovations in favour of addressing the serious issues relating to the roof, elevators, lighting upgrades and fire safety maintenance. The Receiver does not agree that these repair and maintenance issues are being "used to justify extending the Receiver's appointment."

2.3 RFEIQ Process

19. At paragraphs 17 and 18 of the Kerr Affidavit, Ms. Kerr sets out that there is no Court Order authorizing the Receiver to implement the RFEIQ Process and that the Appointment Order does not grant the Receiver the power to initiate such a process. The Receiver respectfully submits that it is cognizant of same and as part of the relief being sought in the Second Report Approval Motion, the Receiver is specifically seeking an Order of the Court to implement the RFEIQ Process, for the reasons set out in the Second Court Report.

20. Ms. Kerr, at paragraphs 17-23 of the Kerr Affidavit, characterizes the RFEIQ Process as an attempt to restructure the Co-op's governance or override membership's statutory right to elect their Board, and states that the proposed RFEIQ Process "risks overriding these existing legal mechanisms without statutory basis or meaningful member consultation." The RFEIQ Process was carefully developed, as described in the Second Court Report, within the context of the statutory framework of both the *HSA* and the *Co-operative Corporations Act*. The RFEIQ Process does not contemplate any election process for the board members but seeks to solicit interest and information to make a further recommendation to the Court. Contrary to Ms. Kerr's characterization, the proposed RFEIQ Process also contemplates a consultative engagement with the Co-operative Housing Federation of Toronto and the Co-operative Housing Federation of Canada, in addition to other stakeholders such as the City and York University.

21. The Court's Endorsement dated May 13, 2025 (the "**May 13th Endorsement**") sets out at paragraph 12 that:

> "In the meantime, the Receiver is encouraged to take further steps to disseminate its Reports outlining its activities, findings and recommendations to the members of the Co-op and to solicit consider any input it receives from the members and any other institutions or governmental agencies that it deems appropriate regarding its proposed RFEIQ Process, so that the eventual hearing of its motion can be as comprehensive as possible."

In this regard, the Receiver issued a notice dated May 13, 2025 (the "**Notice**") to the residents of the Co-op, drawing their attention the Second Court Report and specifically the RFEIQ Process. A copy of the Notice is attached hereto as **Appendix** "**D**". The Notice was delivered to each unit in the Co-op and posted in the message boards on the main floor of the Property by CFDI on May 13, 2025.

22. On or about May 16, 2025, the Receiver received a call from a resident of the Co-op who advised that:

- the resident had received a copy of the Notice and was working with a number of residents to review the Receiver's materials;
- the resident's main concern was that what occurred during the term of the Board preceding the Receiver's appointment does not occur again;

- the resident described the situation and dealing with the Board, among other things, as “a nightmare”;
- intimated that it appeared that the Receiver was attempting to implement a process to initiate a transparent process to lead the Co-op to a structure of fair and unbiased governance; and
- indicated that if the resident or the group the resident was working with required assistance from the Receiver, they would contact the Receiver. The Receiver has not yet heard from this resident again.

23. The May 13th Endorsement, at paragraphs 13 and 14, sets out that:

> “[13] In the spirit of co-operation, counsel for the Board also agreed to further reflect upon the Receiver’s proposed Town Hall meeting, and/or other means of communicating the activities, findings and recommendations of the Receiver to the members of the Co-op and to soliciting their input.
>
> [14] The parties are encouraged to look for a path forward that builds upon the apparently common objective of determining the viability of constituting a new Board to which management of the Co-op can be returned for the continued operation of this Housing Project within the co-operative housing model.”

In this regard, neither the Receiver nor its counsel heard from the Board or its counsel in relation to the proposed RFEIQ Process. Rather, counsel to the Board sought a further extension of time to deliver its responding motion record, which request was denied, indicated it would cross-examine Philip Cho, counsel to the Receiver on his Fee Affidavit, and served the responding motion record on June 6, 2025. Attached as **Appendix “E”** is a copy of the relevant email correspondence between Mr. Courtney Betty and Mr. Cho. Based on the content of the Kerr Affidavit in relation to the proposed RFEIQ Process, the Board would have benefited from reaching out to the Receiver or its counsel to better understand the proposed RFEIQ Process.

2.4 Receiver’s Statement of Receipts and Disbursements

24. At paragraphs 24-28 of the Kerr Affidavit, Ms. Kerr takes issue with the Receiver’s statement of receipts and disbursements (“**R&D**”). The Receiver comments as follows:

a) Ms. Kerr indicates at paragraphs 24 and 25 of the Kerr Affidavit that the Receiver and its counsel's fees were $387,889 and $139,601, respectively, and property management fees were over $972,000 for 2025 alone. She further states that the resources consumed by the payment of the Receiver and its counsel's fees could have been redirected toward urgently needed repairs and community services. Ms. Kerr fails to appreciate that:

   i. the Receiver's R&D is for the period March 14, 2023 to April 20, 2025, which is a period of 23 months as opposed to 4 months (being January to April 2025);

   ii. the fees of the Receiver and its counsel, WeirFoulds LLP ("**WeirFoulds**"), are paid by the City and not from the funds of the Co-op. As stated numerous times by the City, the funding provided to the Co-op by the City is pursuant to a formula prescribed by legislation and as such, the payments made by the City to the Receiver for its fees and those of its counsel do not in any way deprive the Co-op of any resources. In fact, the Receiver only pays its fees and those of its counsel, once the additional funding for same is actually received from the City (i.e. the Co-op does not finance these fees for any period of time). It is unclear to the Receiver what issue Ms. Kerr takes with the fees of the Receiver and its counsel, on the basis that the Co-op is neither funding those fees nor deprived of any resources to which it is entitled. If any stakeholder has an issue with the Receiver and its counsel's fees, it would be the party that bears these costs, which is the City; however, to the Receiver's knowledge, the City has been supportive of the Receiver and its counsel's activities and efforts to date;

   iii. CFDI is a full-time property management company with over 30 years of experience in the social housing sector. Not only does CFDI provide property management and maintenance services on site, it also provides, among other things, accounting and bookkeeping services, RGI reporting, completion of the Co-op's annual information return, oversees the COCHI projects and is the liaison between the various trades for day-to-day operating issues and the COCHI projects, on-call and after-hours emergency services and provides the Co-op's external auditor with all of the books and records required to complete annual audits and corporate income tax returns; and

iv. as stated previously herein, the Property is significantly aged and experiences a variety of issues on an ongoing basis. This is evidenced by the level of repairs and maintenance work required to upkeep same. As set out in the R&D, the Receiver has spent $863,785 on repairs and maintenance, which includes COCHI capital expenditures for trades engaged to deal with the required repairs.

25. Ms. Kerr states at paragraph 25 of the Kerr affidavit that only $15,811 was spent on consultant fees for capital expenditures, with no evidence of major repairs or structural upgrades. The fees of $15,811 were paid to Brown & Beattie Ltd., the engineering consultant engaged to oversee the COCHI projects. A consultant is required by the City under the COCHI Agreement to oversee the capital projects. In respect of the evidence of major repairs or structural upgrades, this is addressed in the Second Court Report at paragraphs 15-20 and Appendix J, which provides a COCHI progress update report as at April 20, 2025.

2.5 Receiver and it's Counsel's Fees and Disbursements

26. At paragraphs 28 – 31 of the Kerr Affidavit, Ms. Kerr again takes issue with the Receiver and its counsel's fees and disbursements. While the Receiver has partially addressed the matter of Receiver and WeirFould's fees and disbursements in the preceding section of this report, the Receiver's further comments in this regard are set out below:

a) while the Kerr Affidavit sets out Ms. Kerr's unqualified opinion that the Receiver's average hourly rate of $438.71 is excessive, based on the fee affidavits submitted by many of the Receiver's competitors in other insolvency proceedings, the Receiver's average hourly rate in respect of this mandate is below market and was discounted to consider the nature of this particular engagement. The Receiver has held the same rates it charged in 2023 throughout its mandate and has not increased them in 2024 or 2025;

b) Ms. Kerr provides an example of budgeted legal fees in the matter of Upwood Park/Salvador Del Mundo; however, this comparison to the fees of the Receiver's legal counsel is misleading. The budgeted fee accrual in the matter of Upwood Park/Salvador Del Mundo is a standard legal accrual made for the purposes of budgeting paralegal fees for dealing with residents and actions that may need to be taken in connection with the Landlord Tenant Board. If Ms. Kerr wanted to accurately compare the Receiver's legal fees to that of another receivership administration, she would seek out a receiver's report in which the subject receiver and its counsel were seeking fee approvals and then compared the average hourly rates charged by that receiver and its counsel to those of the Receiver and WeirFoulds;

c) the Receiver and its counsel have provided detailed invoices with narratives of their activities in the Second Court Report, which support their fees and disbursements; and

d) Ms. Kerr and Betty's Law have contributed to an increase in the Receiver and its counsel's fees on the basis that the Receiver has had to:

   i. draft a supplement to the First Court Report in reply to Ms. Kerr's affidavit sworn on April 16, 2024. The Receiver notes that in his Endorsement dated April 29, 2024, Justice Penny stated a paragraph 5 that:

      "The Co-op filed the affidavit of Rosell Kerr, who is the Chair of the Co-op board. In her affidavit, Ms. Kerr raised a number of concerns related to the Receiver and the ongoing receivership. In a supplement to its First Report, the Receiver comprehensively responded to those concerns, many of which appear to have resulted from a misunderstanding of what is actually happening, what the true financial circumstances of the Co-op are and what should be done in the future. I accept the Receiver's explanations in the supplementary report. For example, Ms. Kerr was concerned about the cost of the Receivership – but did not appreciate that the cost of the receivership was being paid by Toronto, not out of Co-op revenues. Ms. Kerr felt that the fact that the Co-op had over $400,000 in its account showed the Co-op was solvent – when in fact these funds are an advance from Toronto for capital repairs, earmarked for specific upgrades.";

ii. draft the Supplemental Report, the Second Supplemental Report and this Third Supplemental Report to the Second Court Report based on events that have occurred after the filing of the Second Court Report and in reply to the various documents served by Betty's Law.

3.0 CONCLUSION

27. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders requested in the Second Court Report.

All of which is respectfully submitted to this Court as of this 11th day of June 2024.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:

Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

CITY OF TORONTO -and- **HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.**

Applicant Respondent

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

REPLY MOTION RECORD OF THE RECEIVER
(RETURNABLE ON JUNE 29, 2026)

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