



**BY-LAW NO. 4**

**COMMUNITY LIVING**

**BY-LAW**

***COMMUNITY LIVING BY-LAW***

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WESTWOOD PLACE CO-OPERATIVE HOMES INC.

BY - LAW No. 4

COMMUNITY LIVING BY - LAW

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***COMMUNITY LIVING BY-LAW***

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## ***SAFETY***

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### **Article 1: Safety**

- 1.01** The member shall at all times exercise care for the safety of others.
- 1.02** Flammable liquids in quantities equal to or greater than four litres may not be stored in the member's unit.
- 1.03** (a) Combustible materials may not be accumulated and stored in such a way as to create a fire hazard.
- (b) Live Christmas trees are not permitted in units, as they are a fire hazard and create disposal problems.
- 1.04** It is each member's responsibility to keep the co-op common areas (hallways, lobbies, stairwells, etc.) from litter, debris or obstacles which may create a hazard
- 1.05** It is each member's responsibility to remove snow and ice from the exterior exits.
- 1.06** It is each member's responsibility to test smoke alarms, in their unit, regularly and to report any malfunction to the Co-op.
- 1.07** Smoking is prohibited in the hallways, stairways, lobbies, laundry rooms, the administrative office, meeting room or any other common area of the co-op at all times.
- 1.08** The use of barbecues on balconies is **not** permitted. Barbecues are permitted on patios subject to local fire regulations which require that barbecues must be set at least 10 feet away from any building or structure.
- 1.09** Propane barbecues and/or cylinders shall not be stored in members' units or on balconies and patios. Arrangements for storage must be made with the maintenance office.

## *NOISE AND NUISANCE*

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### **Article 2: Noise and Nuisance**

- 2.01** Members will refrain from creating or allowing their guests to create excessive and unnecessary noise at all times, but particularly between 11:00 p.m. to 7:00 a.m. week nights and 12:00 a.m. and 7:00 a.m. weekends, in their unit and all common areas.
- 2.02** It is the responsibility of members to exercise control over the activities of their children, at all times, in order to respect the rights of their neighbours.
- 2.03** For safety reasons, noise reduction and to allow for the free and uninterrupted movement of others, congregating in hallways, stairways and lobby areas is not allowed.

## *SANITATION*

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### **Article 3: Sanitation**

- 3.01** Members are expected to keep the interior of their units reasonably clean and tidy, as well as the immediate common areas outside their units.
- 3.02** It is recognized that pest infestation can occur even in well maintained units. Where such infestation occurs, members shall take, at their own expense, such remedial measures as may be necessary.
- 3.03** In the event of a serious insect infestation on any floor or building of the co-operative, the co-op will have the right to order that extermination services be carried out in the appropriate areas. Members must be co-operative in preparing their units accordingly.
- 3.04** Garbage shall be securely tied in plastic bags or properly bundled in cardboard boxes and placed directly in the garbage bin located in the garbage shed of each building.
- 3.05** No household furnishings shall be placed in any garbage bin or shed on co-op property. Members must arrange for disposal of large household items directly with the local garbage dump. Any cost incurred by the co-op for disposal of large household items will be at the expense of the member or members responsible, plus an additional fine of **\$25.00** to be charged directly to the member or members housing charge account.
- 3.06** All recyclable material must be disposed of in the appropriately labeled bins located beside each garbage shed on co-op property.

**Article 4: Parking <sup>1</sup>**

**4.01** Each household is entitled to one assigned parking space. If a member household maintains a second vehicle please refer to paragraph 4.02 below.

- a) Members must ensure that their vehicles are registered with the co-op office at all times. All new, replacement and/or second vehicles must be reported, in writing, to the office immediately upon purchase. All units are limited to no more than two vehicles.
- b) All members who register a vehicle or vehicles with the office will be issued a parking tag for easy identification by the co-op of member vehicles. Parking tags will be issued at the time of initial occupancy and when a new or additional vehicle is registered with the office.
- c) Parking tags must be renewed on an annual basis, on or before July 31st of each year, being the co-op's fiscal year end.
- d) Any vehicle parked on co-op property without a co-op parking tag for a recorded period exceeding 10 days will be towed at the owner's expense, after reasonable effort has been made to locate the owner and the owner/member has refused to move the vehicle off co-op property or register the vehicle with the office.

**4.02** Visitor parking is provided in designated areas.

Members with an additional vehicle must request and obtain written approval from the Board of Directors to park in the visitors parking area and must provide the maintenance office with details of the vehicle make, model and plate number. A specific visitor parking space may be assigned, by the office, for the second vehicle.

- 4.03 a)** Parking is not permitted in the fire-lane and the two reserved parking spaces by members and their guests. Any vehicle parked in these areas will be towed at the owner's expense, if after reasonable effort has been made to locate the owner or if the owner refuses to move the vehicle.
- b)** Parking of any motorized vehicle is permitted in designated areas only, not on curbs, grassed areas, sidewalks or patios, unless specifically authorized.

**4.04** Vehicles may not be parked in such a way as to block or impede the passage of another vehicle or to deny access of another member to their assigned parking space.

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<sup>1</sup> *amended by the membership on March 10, 1999*



## ***PARKING***

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- 4.05** Improperly parked, derelict, un-licenced or inoperable vehicles may not be stored or parked on co-op property without the prior approval of the Board of Directors. These vehicles may be towed away at the owner's expense on the order of a board member or staff, if after reasonable effort, the owner cannot be reached or if the owner refuses to remove the vehicle or vehicles.
- 4.06** Visitors parking may not be used to park derelict, un-licenced or inoperable vehicles. These vehicles may be towed away at the owner's expense on the order of the a board member or staff, if after reasonable efforts have been made to locate the owner, if known, or if the owner refuses to remove the vehicle or vehicles.
- 4.07** Mechanical work which may involve the spillage of fluids or involve disassembling of vehicles, may not be performed on co-op property. Vehicles leaking oil, or other fluids, that cause damage to co-op property may not be stored or parked on co-op property. Members will be held responsible for any repairs to co-op property if it is deemed that damage was due to their negligence.
- 4.08** During the winter months, members are required to move their vehicles to allow access to snow removal service upon notification. Vehicles which may be impeding snow removal on the internal roadway may be towed away on short notice, at the owner's expense.
- 4.09** Commercial vehicles exceeding 6 metres in length will not be allowed to park on co-op property, unless specific arrangements have been made with the Board of Directors. If after reasonable notice has been provided and the owner of a commercial vehicle refuses to make appropriate arrangements to park the vehicle off co-op property, the vehicle may be towed at the owner's or member's expense on the order of any member of the board or staff.

## *COMMON AREAS AND OUTDOOR SPACE*

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### **Article 5: Common Areas and Outdoor Space**

- 5.01** The Common Room (Meeting Room) in the Phase II project is for the use of all members and their guests for private functions. Proper reservation of the room must be made in advance of such use, but all co-op functions/meetings will have precedence.
- 5.02** The Common Room must be kept clean and in a good state of repair in accordance with the “Common Room Policy” as per Schedule A of this by-law and as posted in the Common Room.
- 5.03** All hallways, stairways and other common areas must be kept clear and may not be used for storage.
- 5.04** All members are encouraged to pick-up any litter or debris wherever and whenever it is found, either indoors or out. **Please keep our co-op clean!**
- 5.05** Parents are responsible for the conduct and safety of their children on co-op property, including the playground area located at the rear of the Phase II building. Children should not play near or on the garbage sheds; climb trees, fenced and electrical blocks located on co-op property.
- 5.06** Plants, shrubbery, trees and the lawn on co-op property may not be removed or damaged without the specific approval of the Board of Directors. Any member, their family or guest causing damage to co-op property will be held responsible for all repair costs incurred by the co-op.
- 5.07** Patio areas and balconies may not be used for the storage of unwanted furniture, garbage or any other items which may detract from the esthetic value of the co-op property.

**PET POLICY**

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**Article 6: Pet Policy**

- 6.01** Members as owners of pets are subject to all city By-laws regarding pets.
- 6.02** Pets must be identified and registered with the co-op office. The co-op retains the right to determine suitability of a pet for the particular unit and the acceptability in the co-op in general. This determination will be made by the Board of Directors or their designate.
- 6.03** Only one indoor domestic **cat** will be allowed per unit. The cat must be spayed or neutered, de-clawed, and litter trained. Members will not allow their cat to wander on co-op property, either unleashed outdoors with the member or in common areas indoors.
- 6.04** No dogs are allowed, with the exception of dogs specifically trained to work with members who may be physically challenged. No exotic animals such as lizards, snakes, etc. will be allowed. One or two small caged animals (mammals) may be kept in addition to one indoor cat. Fish may be kept in an aquarium, limited to 20 gallons.
- 6.05** The local Humane Society may be called by the Co-ordinators or by any member of the co-op to deal with any stray animal found wandering loose on co-op property.
- 6.06** Noise and disturbance by any pet must be kept to a minimum for the consideration of the neighbours. Owners must restrain their pet in this regard.
- 6.07** Members will be responsible for all pet-caused damage in their unit or common areas. Cat litter boxes must be cleaned on a regular basis so as not to cause offensive odours for the neighbours.
- 6.08** Any member complaining of infringement of paragraphs 6.01 to 6.07 of this by-law, will be expected to make every attempt to settle the matter in a co-operative manner with the pet owner, who will be expected to deal with the complaint in a similar manner. If the problem is not resolved the complainant may place the matter in writing with the office. Several complaints relating to the same incident will be treated as one complaint.
- 6.09** Co-op members whose pets have caused another member to complain will be notified verbally by an authorized representative of the co-op. A second occurrence will result in written notification from the Board of Directors, while a third occurrence will result in the pet owner being requested to a meeting with the Board of Directors for resolution of the problem.

**COMMUNITY LIVING BY-LAW**

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**CERTIFIED** to be a true copy of **By-law No. 4** of **Westwood Place Co-operative Homes Inc.** passed by the Board of Directors at a meeting held on the **23rd** day of **November 1995**.

**CONFIRMED** by two-thirds majority at a meeting of the members held on the **29th** day of **November 1995**.

Elton McCallum  
**President**

Gill Tucker  
**Corporate Secretary**

**CERTIFIED** to be a true copy of **By-law No. 4** of **Westwood Place Co-operative Homes Inc.** amended and passed by the Board of Directors at a meeting held on the \_\_\_\_ day of \_\_\_\_\_ **1998**.

**CONFIRMED** by two thirds majority at a meeting of the members held on **2nd** day of **June 1998**.

Elton McCallum  
**President**

Gill Tucker  
**Corporate Secretary**

**SCHEDULE "A"**

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**SCHEDULE "A"**

**COMMON ROOM USE POLICY**

*THIS POLICY APPLIES TO ANY MEMBER, MEMBERS OR COMMITTEES HOLDING A FUNCTION OR MEETING IN THIS ROOM.*

*MEMBERS WHO DO NOT RETURN THE ROOM TO THE CONDITION IN WHICH THEY FOUND IT, WILL BE HELD RESPONSIBLE FOR ANY DAMAGES AND MAY BE DENIED IT'S FUTURE USE.*

*DUE TO REGIONAL BY-LAWS, THERE IS TO BE ABSOLUTELY*

**NO SMOKING**

**MEETING ROOM:**

- Floors - must be swept and properly washed after use.*
- Walls - must remain undamaged and any marks or spills cleaned up. Decorations must be removed. Only sticky-tape is to be used to prevent tearing of wallpaper and paint. No adhesive tape. Pins or staples may not be used.*
- Tables - must be wiped down and clean, and placed where they were found.*
- Chairs - must be wiped down and clean, and stacked against the wall.*
- Windows & Doors - cleaned, if necessary, and properly closed tight.*
- Garbage - containers must be emptied and cleaned. Replace bags with your own and garbage taken out accordingly.*
- Stove - all surfaces must be clean, including any mess from spills under the burners. Make sure that to check that all burners are turned off.*
- Sink & Counter - all surfaces must be clean, including all utensils, dishes, etc. and put away in the cupboards or drawers.*
- Fridge - must be cleaned inside and out, after use. All food and beverages must be removed.*

***CHECK FOR ANY DAMAGE TO FURNISHINGS, WALLS, APPLIANCES, ETC. REPORT ANY DAMAGE TO A BOARD MEMBER OR STAFF IMMEDIATELY.***

**WASHROOM:**

- Floor - must be swept and properly washed and cleaned.*
- Walls - must be undamaged and any marks or spills cleaned up.*
- Sink &*
- Mirrors - must be undamaged and cleaned. No garbage in drains, etc.*
- Tiolet - must be undamaged and properly used. Clean inside and out.*
- Garbage - empty container, clean and take garbage to shed; replace bag.*

**LOBBY:**

- Floor, Walls &*
- Windows - check for cleanliness, if required, please clean, including the exterior lobby area.*
- Any chairs or tables brought out of the meeting room must be returned.*

**GUESTS:**

*The member reserving the meeting room is responsible for all their guests, including children; specifically their conduct and whereabouts. The lobby area, laundry room and other common areas are not for playground use. Do not allow playing or excessive noise to filter outside of the room. The Common Room doors must be kept closed, so as not to interfere with the privacy of your neighbours and noise must not be excessive.*

**RESERVING THE ROOM:**

*A deposit of \$25.00 is required, charged to the members housing charge account, if the room is to be used for a private function or meeting. The deposit will be refunded upon return of the keys and a satisfactory inspection of the room, by a designated person. The deposit is necessary to cover the cost of any damages incurred during use of the room.*

*Reservations are taken on a first come, first serve basis, but CO-OP events and functions, such as Board of Directors meetings, committee meetings, Information Sessions, interviews, etc. have precedence. All functions must end by no later than 11:00 p.m. on week nights and 12:00 a.m. on week ends, in accordance with Article 2.01 of the Community Living By-law. Keys must be returned by no later than 10:00 a.m. of the following day, unless otherwise arranged.*

*Please reserve use of the common room with the designated person in charge. Due to possible change overs, this may not always be the same person. If unsure who to contact, please check with a member of the board or the office.*

***THIS ROOM IS FOR THE ENJOYMENT OF ALL MEMBERS!***

***PLEASE TREAT IT ACCORDINGLY!***

***THANK YOU !!***

**SCHEDULE "A" - Forms**

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**REQUEST TO RESERVE PHASE II COMMON ROOM**

Member Name: \_\_\_\_\_ Unit No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date Common Room needed: \_\_\_\_\_

Time room required (including set-up): \_\_\_\_\_

Time room will be vacated (including clean-up time): \_\_\_\_\_

Group using room: \_\_\_\_\_

Is this group a committee of the Co-op:    Yes    \_\_\_\_\_    No    \_\_\_\_\_

Type of function: \_\_\_\_\_

**NOTE:**        *Persons under 18 years of age must have an adult member's signature. The said adult must be present, at all times, while the room is in use and is to ensure that proper clean up and repairs are completed.*

By signing below, I acknowledge full responsibility for the use of the Phase II Common Room on the date recorded above. I also acknowledge responsibility for the behaviour of all persons attending the function and agree to leave the room in the same condition in which it was found, if not better. I further understand that should any problems occur during the use of the room, this may jeopardize the future use of the room by myself or any other person in attendance at the function.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(For receipt of key)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(For return of key)

\*\*\*\*\*  
(For office use only)

Date request received: \_\_\_\_\_ Date confirmed with member: \_\_\_\_\_

Date deposit received: \_\_\_\_\_

## PHASE II COMMON ROOM INSPECTION REPORT

**BEFORE USE:**

Date of Function: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

**General\***

Floors \_\_\_\_\_  
Walls \_\_\_\_\_  
Tables \_\_\_\_\_  
Chairs \_\_\_\_\_  
Windows \_\_\_\_\_  
Doors \_\_\_\_\_  
Garbage \_\_\_\_\_  
Stove \_\_\_\_\_  
Fridge \_\_\_\_\_  
Kitchen Counter & Sink \_\_\_\_\_

Other \_\_\_\_\_

**Washroom\***

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Sink \_\_\_\_\_  
Mirror \_\_\_\_\_  
Tiolet \_\_\_\_\_  
Garbage \_\_\_\_\_  
Other \_\_\_\_\_

**Lobby\***

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Windows \_\_\_\_\_  
Chairs \_\_\_\_\_  
Other \_\_\_\_\_

\* Record a check mark if area is satisfactory, comment if not.

\_\_\_\_\_  
(Signature for Inspection)

\_\_\_\_\_  
(Member Signature)

**AFTER USE:**

Date of Inspection: \_\_\_\_\_

**General\***

Floors \_\_\_\_\_  
Walls \_\_\_\_\_  
Tables \_\_\_\_\_  
Chairs \_\_\_\_\_  
Windows \_\_\_\_\_  
Doors \_\_\_\_\_  
Garbage \_\_\_\_\_  
Stove \_\_\_\_\_  
Fridge \_\_\_\_\_  
Kitchen Counter & Sink \_\_\_\_\_

Other \_\_\_\_\_

**Washroom\***

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Sink \_\_\_\_\_  
Mirror \_\_\_\_\_  
Tiolet \_\_\_\_\_  
Garbage \_\_\_\_\_  
Other \_\_\_\_\_

**Lobby\***

Floor \_\_\_\_\_  
Walls \_\_\_\_\_  
Windows \_\_\_\_\_  
Chairs \_\_\_\_\_  
Other \_\_\_\_\_

\_\_\_\_\_  
(Signature for Inspection)

\_\_\_\_\_  
(Member Signature)



**SCHEDULE B**

**AIR CONDITIONER INSTALLATION POLICY**

**AND MEMBER AGREEMENT**

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I/We the undersigned, AGREE to install an air conditioner unit under the following terms and conditions:

- only one air conditioner per unit will be allowed to the maximum limit of 8,000 B.T.U.'s only.
- to supply a doctor's certificate, stating that the air conditioner is required for medical reasons, to the board, for their approval, prior to the air conditioner being installed.
- not to use cardboard, wood, garbage bags, styrofoam, etc. as trim. Clear Plexi-glas or a similar material must be used.
- to return the window/frame to it's original state after the removal of the air conditioner.
- to pay for any damages to the window/frame caused by the installation or removal of the air-conditioner.
- to install the air-conditioner no earlier than May 1st, in the spring of the year and remove the air-conditioner no later than October 1st, in the fall of the year.
- not to install the air-conditioner in a location that may inconvenience other members (i.e. water dripping on lower patios).
- to allow the Maintenance Committee and/or Maintenance Co-ordinator to inspect the installation of the air conditioner, if deemed necessary.

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

Unit Number: \_\_\_\_\_

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Installation Approved: \_\_\_\_\_  
Maintenance Co-ordinator

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

Removal Approved: \_\_\_\_\_  
Maintenance Co-ordinator

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

Confirmed:

**WESTWOOD PLACE CO-OPERATIVE HOMES INC.**

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Corporate Secretary

***SCHEDULE "B"***

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# WESTWOOD PLACE CO-OPERATIVE HOME INC.

## BY-LAW NO. 19

(A By-law to Repeal Community Living By-Law No. 4, Article 4)

**BE IT ENACTED** as By-Law No. 19 of Westwood Place Co-operative Homes Inc., that the Community Living By Law No.4 Article 4: Parking be deleted.

And be **replaced** with:

4.01 Each household is entitled to one assigned parking space. If a member household maintains a second vehicle please refer to paragraph 4.02 below.

- a) Members must ensure that their vehicles are registered with the co-op office at all times. All new, replacement and and/or second vehicles must be reported, in writing, to the office immediately upon purchase.
- b) All members who register a vehicle or vehicles with the office will be issued a parking tag for easy identification by the co-op of member vehicles. Parking tags will be issued at the time of initial occupancy and when a new or additional vehicle is registered with the office.
- c) Any vehicle parked on co-op property without a co-op parking tag for a recorded period exceeding 10 days will be towed at the owner's expense.

4:02 Extra parking is provided in designated areas.

- a) Members with an additional vehicle must provide the office with details of the vehicle make, model and plate number.
- b) The fee for each additional parking space will be \$10.00 per month and is subject to increase as approved by the Board of Directors. The additional parking fee must be paid at the same time at the member's monthly housing charges and under the same terms and conditions, as outlines in the Co-op By Laws. It is the sole responsibility of the Member to ensure that parking fees are paid on time and in full for both them and of their Long Term Guests. Payments can be made by either separate payment or combined with the Member's housing charges.

4:03 a) Parking is not permitted in the fire-lane and the three (3) reserved parking spaces for staff by members and their guests. Any vehicle parked in these areas will be towed without notice at the owner's expense.

- b) Parking of any motorized vehicle is permitted in designated areas only, not on curbs, grassed areas, sidewalks or patios, unless specifically authorized. Unauthorized vehicles parked in these areas will be towed at owner's expense.
- 4:04 Vehicles may not be parked in such a way as to block or impede the passage of another vehicle or to deny access of another member to their assigned parking space.
- 4:05 Improperly parked, derelict, un-licensed or inoperable vehicles may not be stored or parked on co-op property without the prior approval of the Board of Directors. These vehicles may be towed away at the owner's expense on the order of a board member or staff, if after reasonable effort, the owner cannot be reached or if the owner refuses to remove the vehicle or vehicles.
- 4:06 Visitors parking may not be used to park derelict, un-licensed or inoperable vehicles. These vehicles may be towed away at the owner's expense on the order of a board member or staff, if after reasonable efforts have been made to locate the owner, if known, or if the owner refuses to remove the vehicle or vehicles.
- 4:07 Mechanical work may not be performed on co-op property. Vehicles leaking oil, or other fluids, that cause damage to co-op property may not be stored or parked on co-op property. Members will be held responsible for any repairs to co-op property if it is deemed that damage was due to their negligence.
- 4:08 During the winter months, members are required to move their vehicles to allow access to snow removal service upon notification. Vehicles which may be impeding snow removal on the internal roadway may be towed away on short notice, at the owner's expense.
- 4:09 Commercial vehicles that do not fit a standard parking spot will not be allowed to park on co-op property. If after reasonable notice has been provided and the owner of a commercial vehicle refuses to make appropriate arrangements to park the vehicle off co-op property, the vehicle may be towed at the owner's or member's expense on the order of any member of the board or staff.
- 4:10 Complaints or disputes that cannot be handled by members alone can be brought to the attention of the Co-op Property Manager or the Board of Directors and must be provided in writing, before any action is to take place.
- 4:11 The co-op assumes no responsibility for damages or loss to the member's visitor's personal property or their vehicle while on the Co-op Property. All parking is solely at the risk of the vehicle owner.
- 4:12 The Member shall not park or store on Co-op property any propane powered vehicle, recreational vehicle, trailer, boat or any other object.

4:13 Accessible Parking for Visitors:

Members who hold accessible parking permits are not permitted to park in accessible visitor parking spots. These spots are strictly designated for Visitor parking only. Vehicles belonging to members parked in visitor accessible parking will be towed at owner's expense, with or without an accessible permit.

4:14 Households with more than one vehicle must park additional vehicles in the back lot beside the park. Vehicles can be interchanged between the spot allocated to a specific unit and the additional vehicles associated with that unit, which are parked in the additional parking lot.

4:15 Members and their long term guests are not permitted to park in the visitor parking lot. If they are parked in the visitor parking lot, they will be towed at owner's expense.

CERTIFIED to be a true copy of By-Law No. 19 of Westwood Place Co-operative Homes Inc., passed by the Board of Directors at a meeting held on the **April 25, 2019** and confirmed by two-thirds vote at a meeting of members held on the May 16<sup>th</sup>, 2019.

  
\_\_\_\_\_  
President

c/s

  
\_\_\_\_\_  
Secretary