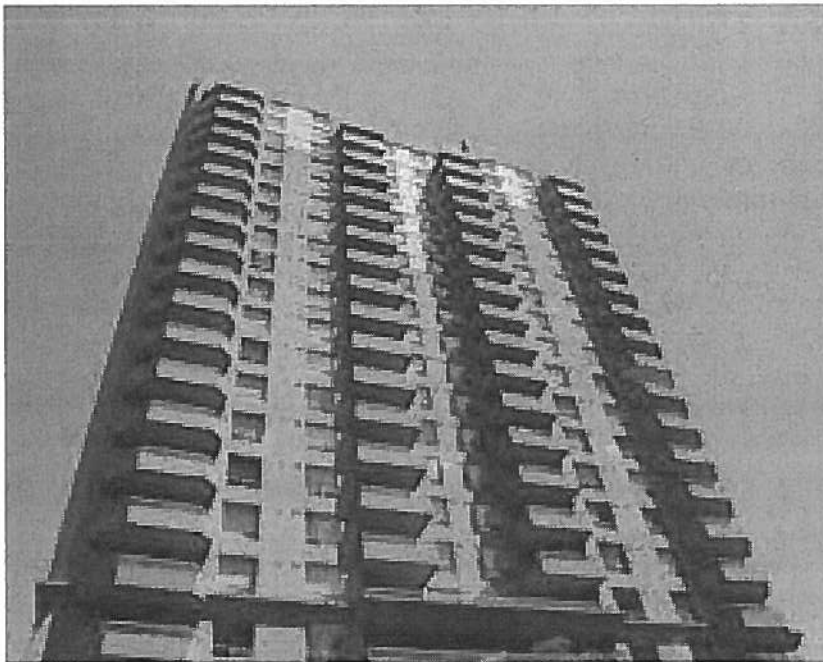


# **METRO TORONTO CONDOMINIUM CORPORATION**



**NO. 1099**

**EMPRESS PLAZA 1**



## **RESIDENTS' MANUAL**

# **MTCC NO. 1099 EMPRESS PLAZA 1**

## **RESIDENTS' MANUAL** **APRIL 2014**

This document has been prepared by your Board of Directors and ICC Property Management Ltd. to provide important information as well as setting guidelines that will contribute to a safe, comfortable and enjoyable environment for all residents.

From time to time, revisions may be made to reflect changes in the Corporation's by-laws and/or rules.

If you are a non-resident Owner, please ensure that your tenant has a copy of this document and understands that compliance with these guidelines is required and expected.

*ICC Property Management Ltd.*



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# METRO TORONTO CONDOMINIUM CORPORATION

## 1099

### WELCOME PACKAGE

#### GUIDELINES FOR OWNERS AND RESIDENTS

This manual has been prepared to assist and take you through the general guidelines of condominium living in an effort to enhance the proper management, operation, use and enjoyment of all portions of the Condominium Corporation that you have chosen to make your home.

#### PREAMBLE

The embodiment of condominium living is the “communal” aspect of both Ownership and lifestyle. The purchase of your dwelling unit brings with it the right of use and undivided common Ownership of various lands and grounds which are to be used in common and maintained in common with your fellow condominium unit Owners.

The Board of Directors is aware of the investment that you have made in your condominium unit and of the pride of Ownership that each unit Owner has in his/her home. This Condominium Corporation, like every community, must have rules and regulations to govern the conduct and affairs of its members and these rules are a reflection of the mutual co-operation and respect that should be shown by each unit Owner to his/her neighbours.

It is incumbent upon the Board of Directors to ensure compliance. Rules are issued to enhance the proper management, operation, use and enjoyment of all portions of the Condominium Corporation by its residents. The Board is empowered by the Condominium Act to “make rules respecting the use of the common elements, units or any part of them, promote the safety, security or welfare of the Owners, or of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.”

The rules extend not only to our present and future Owners, but also to tenants, residents and their families, guests, invitees, and/or agents.

The Act gives the rules force and effect by the imposition of certain duties, namely: the Corporation has a duty to effect compliance by the unit Owners of the Act, the Declaration, By-laws and Rules; each Owner is bound to comply with the Act, Declaration, By-laws and Rules; and every Owner has a right to compliance by other Owners with the Act, Declaration, By-laws and rules and can further require the Board of Directors to enforce unit Owners’ compliance with the Act, Declaration, By-laws and rules in accordance with the Board’s duty.

Ultimately, the Board of Directors is empowered to enforce the rules by way of an application to the Courts, whereby the Court can direct performance of any duty, rule or obligation found within the Act, Declaration, By-laws and/or Rules.

## **1. CONDOMINIUM GOVERNANCE**

### **1.01 MTCC 1099**

Our property is more than just a collection of 224 units. It is a community of discriminating families who prize comfort, convenience, security and privacy in a friendly neighbourhood. It is people concerned with protecting the long-term financial integrity of their investment in a home. The decision to live in a condominium complex requires every Owner and tenant to agree to abide by the requirements of the Condominium Act.

The Rules and Regulations of this condominium complex legally are enacted and enforced by the Board of Directors. It is important that all members of your household review this document and adhere to the enclosed Corporation's Rules and Regulations.

### **1.02 MTCC 1099 - BOARD OF DIRECTORS**

MTCC 1099 has a Board of Directors that the Owners elect at the Annual General Meeting held after the fiscal year end.

The Board of Directors consists of volunteer homeowners who have undertaken the responsibility for the Management of the complex, its budget and the interactions with the Property Manager.

The main business of the Board is to:

- Establish policies and priorities regarding the Management of the common elements of the Corporation
- Address issues affecting the common elements of the Corporation
- Direct and provide guidelines to the Property Manager
- Ensure prudent, fiscally responsible decisions are made relative to the financial matters of the Corporation
- Ensure that the rules, regulations and bylaws of the Corporation are respected
- Cultivate a sense of community and mutual cooperation.

The Directors meet monthly to review the business of the Corporation. The Property Manager also attends and participates in the Board meetings.

Unit Owners are encouraged to take an interest in Board matters and to consider joining the Board.

If you have an issue you would like the Board of Directors to address, you can either send an email to [mtcc1099@rogers.com](mailto:mtcc1099@rogers.com) which will be passed on to the Board or you can write to the Board of Directors and send it to them through the Property Manager or concierge.

### **1.03 PROPERTY MANAGEMENT**

ICC PROPERTY MANAGEMENT LTD. has been hired to manage our condominium complex. Their responsibility is to ensure day-to-day maintenance services to all the common areas. Their responsibilities also include the preparation of monthly financial statements for monthly Board meetings, recommendations for the annual budget and general administrative duties.

Whenever possible, ICC PROPERTY MANAGEMENT LTD. will provide prompt acknowledgement and response to your requests and inquiries. The services provided by ICC PROPERTY MANAGEMENT LTD. will be in accordance with the contract between MTCC NO. 1099 and the Corporation's Declaration and By-laws and the Rules and Regulations therein, and the Condominium Act of Ontario.

Please call your Property Manager at 416-225-4497 or by email at [mtcc1099@rogers.com](mailto:mtcc1099@rogers.com). In case of an emergency after hours and on weekends, call the ICC 24 hour emergency line at 416-346-

0323. The concierge desk can be reached at 416-225-4499 or by email to [mtcc1099concierge@rogers.com](mailto:mtcc1099concierge@rogers.com).

#### **Requests and complaints or suggestions**

To serve you better, we ask that any complaints, requests or suggestions be made in writing and dropped off at the concierge desk:

They can also be faxed to (905) 940-3881 or e-mailed to: [mtcc1099@rogers.com](mailto:mtcc1099@rogers.com)

For your convenience, we have included a request form.

### **1.04 COMMUNICATION**

Personal information on Owners such as telephone numbers and e-mail addresses that are collected to facilitate Corporation business should not be used by individual Owners to promote private business or to communicate personal grievances or concerns. Owners who have concerns are encouraged to use established lines of communication to the Management office and/or to the Board of Directors.

### **1.05 ANNUAL GENERAL MEETING**

The Annual General Meeting of all Owners will be held within six months of the fiscal year end, which is November 30<sup>th</sup>. The meeting is restricted to Owners or mortgagees only, as well as the Auditors and Management or to those issued a special invitation from the Board. Owners who are unable to attend may vote by proxy. A full information package will be sent to all Owners at least fifteen (15) days prior to the meeting.

### **1.06 BUILDING CONCIERGE**

The Corporation has a contract with ASG Security Group Ltd to provide Concierge services for the building. The concierge is available to you 24 hours per day, 7 days per week. Services provided include: greeting residents and their guests; parcel acceptance; and general overseeing of all activities at Empress Plaza 1. The concierge is responsible for maintaining the security of the building and residents. All Residents are reminded that the Concierge is not a doorman and will not be opening the door for residents. All residents of Empress Plaza are required to use their key, access card or fob to enter the building. The Concierge will be stopping all visitors and calling the suite before allowing them to go into the building.

#### **OWNERS AND RESIDENTS ARE ALSO ASKED NOT TO LET STRANGERS INTO THE BUILDING.**

The Concierge is also responsible for directing many trades to their destinations in the common elements. The concierge has all of the forms available for residents who wish to register or update information. The concierge is your “front line” person to contact with questions or concerns.

However, the concierge cannot assist residents by moving heavy objects or by walking your dog. While the Concierge is here to assist you, where possible, please refrain from using the Concierge for personal items. **CONCIERGE DESK CONTACT INFORMATION: 416-225-4499 or by email at [mtcc1099concierge@rogers.com](mailto:mtcc1099concierge@rogers.com)**

### **1.07 CLEANERS**

The Corporation has retained the services of a Cleaning contractor to provide the cleaning of all the common areas including the lobby, elevators, multi-purpose room, hallways and exercise room.

## **2. FINANCIAL MATTERS**

### **2.01 FISCAL YEAR END**

The financial fiscal year for MTCC 1099 is from December 1<sup>st</sup> to November 30<sup>th</sup>.

### **2.02 THE ANNUAL BUDGET**

In September of each year, Management prepares a draft budget of estimated expenses for the following financial year, which is reviewed and approved by the Board of Directors. Once approved, the budget is then sent out to all Owners outlining their monthly contribution for that fiscal year.

### **2.03 MONTHLY COMMON EXPENSE FEES**

Owners are required to pay their monthly common expense fees either by pre-authorized payment or with a series of post-dated cheques, dated the first day of every month of the fiscal year. **For your convenience, we have included a PAP form.**

**CASH CANNOT BE ACCEPTED FOR PAYMENT.** If an Owner's cheque is returned by the bank, an administration fee of \$25.00 will be added to the Owner's common expenses.

The Condominium's Declaration and By-Laws state that any arrears of maintenance fees will be charged interest at a rate of 18% per annum compounded monthly until paid. In the event that a unit Owner is in default of payment for ninety days, a lien is registered on the unit. All legal fees and associated costs of collection of unpaid maintenance fees are charged back and collected from the unit Owner.

### **2.04 FINANCIAL STATEMENTS**

Annual audited financial statements for the Corporation are prepared by the Corporation's auditor and forwarded to all Owners with the notice of meeting for the Annual General Meeting. During the course of the year, unaudited statements are prepared monthly by the Property Management Company, for use by the Board of Directors.

### **3. INSURANCE**

#### **3.01 COMMON ELEMENT INSURANCE (THE MASTER POLICY)**

Condominium insurance is one of the least understood facets of condominium living. There are two separate aspects:

- Common element insurance
- Unit Owner insurance.

The Condominium Corporation must, by law, insure the common elements against all major perils, and such other perils as the Declaration and By-laws of the individual Corporation may stipulate. Also, the Corporation must maintain insurance against liability resulting from breach of duty. The common elements, the basic units, and the building itself must be insured to full replacement value - as at the time the developer registered the property.

#### **3.02 UNIT OWNER'S INSURANCE**

The individual Owner is partially covered by the Corporation's master policy. If there is a fire or flood, the master policy will cover repairs and replacements to restore the common elements and damaged units to the condition they were in originally, excluding upgrades. (Please be sure to review the Standard Unit By-law for further details.)

In some cases the unit Owner can be held responsible for damage to the common elements. For example, if the damage is caused by NEGLIGENCE, the Corporation will at least hold that Owner responsible for the deductible amount under the master policy.

If VISITORS are injured inside a unit, the master policy is not in effect. The master policy does not cover any IMPROVEMENTS or BETTERMENTS that the Owner or previous Owners may have made to units. For example, some have installed better quality kitchen cabinets, wall or floor coverings, mirrored doors, external decks or tiles, etc. None of these is covered by the Corporation's master policy and therefore must be included in the unit Owners policy.

#### **3.03 CONDOMINIUM PACKAGE INSURANCE**

Many insurance companies offer condominium packages. These cover the contents of the unit including all upgrades. Most policies contain specific cost limits on repairs to improvements, thus Owners should carefully examine the coverage that different insurance companies offer. It is recommended that consideration be given to adding a replacement value endorsement to a policy, under which repairs are made regardless of the effects of inflation.

#### **3.04 INSURANCE CLAIMS**

The procedure that should be followed when an insurance claim is made concerning either the Corporation or another Owner is as follows:

The Owner / resident who experienced the damage:

- Immediately notify the Management Office
- Make a claim against your own insurance policy.
- Follow the instructions of your insurance company.

The unit causing the damage:

- Contact the Management Office.
- Give the name and telephone number of your insurance company to the Management Office.
- Inform your insurance company of the problem.

In those cases where the Corporation is responsible for the cost of repair, the Corporation's insurance company normally sends a contractor to repair the damage.

## **4. IMPORTANT INFORMATION**

### **4.01 PRIVATE UNITS AND COMMON ELEMENT**

You own the interior of your unit (the boundaries of which are described as “Unit” in the Declaration). Everything else is defined as Common Element and includes the foundations, walls and roofs of the building, as well as the land, grass, trees, fence and driveways. These Common Elements are owned by the Corporation of which you are a shareholder. Balconies are considered to be an Exclusive use Common Element where the Owners are permitted to have use of them but the Condominium Corporation is responsible for maintaining them.

### **4.02 THE CONDOMINIUM FEE**

The common expense payments, payable to MTCC 1099, represent the individual Owner’s portion of the total expenses involved in maintaining the Common Element part of the complex.

A detailed budget establishes the financial needs of the Corporation for the coming and subsequent years. Each member/shareholder is assessed a fee which varies according to the percentage of the total common element assigned at the time of registration. These percentages are indicated in a Schedule attached to the By-Law.

**The payment is due on the first day of each month.** In accordance with our declaration, each Owner must send (12) post-dated cheques, payable to **MTCC 1099** and given to the Property Management Company at the beginning of each fiscal year (December). For your convenience a pre-authorized payment plan is also available. The Ontario Condominium Act specifies that the Corporation may take legal action - send a pre-lien letter, place a lien on the property and start power of sale action if necessary, to collect outstanding fees. The Costs and legal fees for each of these steps are added to that unit’s common element fees and collected at the same time.

### **4.03 HOW COMMON ELEMENT FEES ARE SPENT**

Your monthly fees cover the following items:

1. 24 hour Concierge/Security Staff
2. Reserve Fund (savings account for future repairs)
3. Management
4. Building and Maintenance (exterior of units)
5. Landscaping and Snow Clearance Contract
6. Insurance (All Risk plus public liability. This does not include any upgrades to the units, nor the contents thereof). Refer to Section 3.
7. Legal and Audit fees incurred by the Corporation
8. Administration Costs (printing of newsletter, photocopying of documents, & mailing and/or letters)

### **4.04 LANDSCAPE & SNOW REMOVAL**

Lawns are cut usually once a week during the growing season, fertilized and aerated as required. Hedges, shrubs and trees (located in the common areas) are pruned or trimmed as required or when requested by the Board of Directors. The clearing of snow is done by the contractor in accordance with their agreement.

#### **4.05 MAINTENANCE OF THE COMMON ELEMENTS**

All common element repairs, including common area heating, common hallways, drainpipes and all other common elements are the responsibility of the Corporation. The interior of the dwellings, including all flooring, is the financial responsibility of the Owner but, other than the interior of the unit, permission must be obtained from the Board of Directors to ensure uniformity. If you are aware that a repair is required to any of these elements (individual or common), please contact the Management Office. If you are in any doubt whatsoever, please contact the Property Manager

#### **4.06 CHANGES TO COMMON ELEMENTS**

Written approval **must** be obtained from the Board of Directors via the Management Company before any changes are made to the common elements defined as “private and exclusive use of.”

This rule serves to protect you in three ways:

1. The Corporation cannot, at a later date, request that you restore the common element to its original state.
2. Your neighbours cannot make changes (which you may find distasteful) without approval from the Board of Directors.
3. Avoid the expense of having to undo what was incorrectly/unlawfully done.

#### **RENOVATIONS**

Each Owner is responsible for acquiring all necessary building permits. Residents may be asked to provide undertakings to assume financial liability for any damage to adjoining suites or common areas caused by construction.

Any renovations causing noise to other suites must be confined to the hours between 8:30am and 6:00pm Monday to Friday.

All construction materials must be disposed off-site (not on the property) by the resident or his/her contractor.

#### **4.07 VISITOR PARKING**

We have 20 Visitor Parking spaces and they are to be used solely by Visitors. The Visitors parking is monitored and is not intended to be used as an overflow by Owners.

Repeat violators run the risk of being ticketed or towed away. During the “snow months,” November through March, vehicles which repeatedly impede our ability to plow these spaces run a greater risk of being towed.

#### **4.08 REPAIRING OR WASHING VEHICLES**

The parking garages, parking spots and/or visitor parking must never be used for washing or the repair of any vehicles of any nature as this is both in direct contravention of our insurance coverage and infringes on your neighbour’s “enjoyment.”

#### **4.09 INTERNAL ROADWAY / FIRE ROUTE**

Any vehicle parked in contravention to any By-laws (the Corporation’s and the City of Toronto) is liable to be ticketed by the police (or the Board’s agent) and/or towed away at the Owner’s expense. Random checks are performed regularly.

#### 4.10 QUIET ENJOYMENT

The Declaration allows for all residents to be entitled to the quiet use and enjoyment of their unit. We would ask that you always keep in mind the close proximity of your neighbours.

#### 4.11 WINDOW COVERINGS

In order to maintain a uniform appearance of the building exterior the documentation of the Corporation states that window coverings must be white in colour

#### 4.12 PETS

Pets are not forbidden. Owners who have pets must maintain control of them at all times. Please review Rules 34 to 47 in relation to Pets in the building.

**Note:**

- No Pet in excess of 20 pounds shall be permitted to be in any unit or the common elements.
- Each homeowner is financially responsible for the repair of damage to the common elements done by his/her pet(s).
- Each homeowner must ensure that pets are under control at all times.
- Each homeowner must stoop and scoop after his/her pet(s).
- Pets "at large," including cats, run the risk of being picked up by Animal Control.

#### 4.13 CLOTHESLINES

Hanging laundry outside your unit on a clothesline, wooden rack or any other device is NOT permitted.

#### 4.14 PEST CONTROL

A pest control contractor should be contacted to treat the unit for pests. The cost of treatment is the responsibility of the Owner except where the problem is on the Common Element. To prevent spreading of pests please inform the Management Office at first sighting.

#### 4.15 PLUMBING

Generally, all plumbing serving a unit is the unit Owner's responsibility. Examples are:

- Leaks around the bathtubs, sinks and taps and leaking pipes under the sink
- Water leaking under the toilets; sealant dried out
- Water leaking from an appliance or waterbed
- Sink, tub or toilet overflow
- Laundry shut-off valve

**DO NOT** dispose of **cooking oil** or **grease** into the drains (kitchen, bathroom etc.). Place in can or jar and dispose in the regular garbage.

#### 4.16 LEASING OF UNITS

Section 48-58 of the Corporation Rules & Regulations covers the requirements for leasing of individual units in the building. Please note the following specific rules;

- No Unit shall be used for any commercial or transient uses including hotel, boarding or lodging use.
- Initial lease terms shall be for no less than 1 year and all tenancies must be in writing with a copy of the lease and registration forms completed and returned to the Management Office.

1.0	1.0 INTRODUCTION
1.1	1.1 PURPOSE AND SCOPE
1.2	1.2 REFERENCES
1.3	1.3 DEFINITIONS
1.4	1.4 ORGANIZATION
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2.0	2.0 GENERAL INFORMATION
2.1	2.1 PROJECT DESCRIPTION
2.2	2.2 PROJECT LOCATION
2.3	2.3 PROJECT SCOPE
2.4	2.4 PROJECT OBJECTIVES
2.5	2.5 PROJECT CONSTRAINTS
2.6	2.6 PROJECT RISK
2.7	2.7 PROJECT DELIVERABLES
2.8	2.8 PROJECT SCHEDULE
2.9	2.9 PROJECT BUDGET
2.10	2.10 PROJECT TEAM
2.11	2.11 PROJECT COMMUNICATION
2.12	2.12 PROJECT REPORTING
2.13	2.13 PROJECT CLOSURE
2.14	2.14 PROJECT EVALUATION
2.15	2.15 PROJECT LESSONS LEARNED
2.16	2.16 PROJECT APPENDICES
2.17	2.17 PROJECT GLOSSARY
2.18	2.18 PROJECT ACRONYMS
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2.20	2.20 PROJECT APPROVALS
2.21	2.21 PROJECT SIGNATURES
2.22	2.22 PROJECT DISTRIBUTION
2.23	2.23 PROJECT REVISIONS
2.24	2.24 PROJECT HISTORY
2.25	2.25 PROJECT CHANGE LOG
2.26	2.26 PROJECT RISK REGISTER
2.27	2.27 PROJECT QUALITY REGISTER
2.28	2.28 PROJECT ISSUE REGISTER
2.29	2.29 PROJECT STAKEHOLDER REGISTER
2.30	2.30 PROJECT COMMUNICATION REGISTER
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2.42	2.42 PROJECT REVISIONS REGISTER
2.43	2.43 PROJECT HISTORY REGISTER
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2.47	2.47 PROJECT ISSUE REGISTER
2.48	2.48 PROJECT STAKEHOLDER REGISTER
2.49	2.49 PROJECT COMMUNICATION REGISTER
2.50	2.50 PROJECT REPORTING REGISTER
2.51	2.51 PROJECT CLOSURE REGISTER
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2.53	2.53 PROJECT LESSONS LEARNED REGISTER
2.54	2.54 PROJECT APPENDICES REGISTER
2.55	2.55 PROJECT GLOSSARY REGISTER
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2.91	2.91 PROJECT LESSONS LEARNED REGISTER
2.92	2.92 PROJECT APPENDICES REGISTER
2.93	2.93 PROJECT GLOSSARY REGISTER
2.94	2.94 PROJECT ACRONYMS REGISTER
2.95	2.95 PROJECT CONTACTS REGISTER
2.96	2.96 PROJECT APPROVALS REGISTER
2.97	2.97 PROJECT SIGNATURES REGISTER
2.98	2.98 PROJECT DISTRIBUTION REGISTER
2.99	2.99 PROJECT REVISIONS REGISTER
3.0	3.0 PROJECT CLOSURE

## **5. FIRE SAFETY**

### **5.01 FIRE SAFETY**

The Fire Marshal Office of Ontario requires that carbon monoxide detectors be installed in all homes that have gas fired appliances. This includes furnaces, fireplaces and appliances. The detector can be purchased from your local hardware store.

All residents who have a fire extinguisher in their unit **MUST** have it inspected and tagged ONCE a year. It is also important to prepare an escape plan and practice it with your entire family.

### **5.02 FIRE PROCEDURES**

Please note in the event of fire:

- Leave the fire area immediately.
- Contact the concierge desk at 416-225-4499
- **Dial 911** for the Fire Department. Never assume that this has been done. Know and give the correct address and location of the fire.
- Notify the Fire Department if special assistance is required for disabled persons in the event of an emergency.
- Close all doors behind you.
- Do not return until it is declared safe to do so by a Fire Officer.

### **5.03 FIRE HAZARDS**

TO AVOID FIRE HAZARDS IN YOUR HOME, OCCUPANTS ARE ADVISED OF THE FOLLOWING:

- Do not put burning materials such as cigarettes and ashes into garbage
- Do not dispose of flammable liquids or aerosols in the garbage
- Avoid unsafe cooking practices, deep fat frying, too much heat, unattended stoves or loosely hanging sleeves.
- Do not use unsafe electrical appliances, frayed extension cords, overloaded outlets or lamp wire for permanent wiring
- Avoid careless smoking. NEVER SMOKE IN BED.
- Dispose of cooking oil grease into a separate can/container, never into the kitchen drain.

IN GENERAL, OCCUPANTS ARE ADVISED TO:

- Call the Fire Department immediately whenever their assistance is needed by dialling 911
- Know your correct home address.
- Notify the Property Manager if special assistance is required in an emergency.

### **5.04 Heat Detector**

Each suite is equipped with a heat detector. This additional safety feature detects intense heat build-up in the suite and activates the fire alarm in the building.

### **5.05 Smoke Detector**

Smoke detectors do not require a battery because they are wired to the breaker panel in each suite. They do not set off the building alarm. Each suite has a smoke detector attached to the ceiling outside every bedroom entrance. They are activated by smoke from a fire or burned food, etc. The alarm that is heard inside your suite can be de-activated by clearing the air around the detector.

Check regularly (every 6 months) to ensure the smoke detector is functioning properly. Depress its test button until it goes off; if it does not go off within a second or two, the unit needs to be replaced. It is the Owner's responsibility to replace smoke detectors. They will be tested annually as part of the Annual Fire Inspection.

#### **5.06 Speaker**

Each suite has a fire alarm speaker on the ceiling in the vicinity of the smoke detector. The fire alarm is tested once a month. The building fire alarm will be heard in each suite through the speaker, followed by an announcement that the fire alarm test is taking place. In case of a real fire alarm, follow the instructions from announcements being made and follow evacuation procedures that are posted by both stairwells on every floor.

Each year the Corporation conducts a fire inspection in accordance with the Municipal Fire Code. The Corporation replaces any faulty equipment identified by the inspection. Owners are required to cover the cost of replacing any faulty smoke detectors or speakers found in their suites.

#### **5.07 Containing a Fire**

If a small fire cannot be extinguished with the use of a portable fire extinguisher or if smoke presents a hazard, leave the fire area and take your suite keys.

Close the door to the area to contain the fire, call 911 and ask for the Fire Department. (Don't assume the Fire Department has been contacted by someone else.) Give the address (35 Empress Avenue, Toronto Ontario, M2N 6T3) and the location of the fire in the building. If you do not have a cell phone, there is an emergency fire telephone beside the stairwells.

Activate the alarm at the nearest pull station, which is located in the hallways beside the stairwells. The pull station will transmit its location to the main alarm panel.

Suite smoke detectors do not set off the building fire alarm system. The heat detectors will send a signal to the main fire panel only under severe conditions.

- If it is safe to do so, leave the building immediately using the exit stairwells
- Do not use the elevators
- Do not re-enter the building until it is declared safe to do so by a fire official

**NOTE:** Each Corridor has a Smoke detector that is connected to the fire alarm system. If there is smoke in your suite from burnt food, DO NOT OPEN YOUR SUITE DOOR TO THE CORRIDOR TO CLEAR THE SMOKE AS IT WILL TRIGGER THE FIRE ALARMS IN THE BUILDING

#### **5.08 Fire in the Building**

Before opening your suite entrance door, check if the door and handle are hot. If they are not hot, brace yourself against door and open it slightly. If you feel air pressure or a hot draft, close the door quickly.

If you are able to exit your suite and there is no fire or smoke in the corridor, take your suite keys with you, close the door behind you and leave by nearest exit stairwell.

If you encounter smoke in the corridor or a stairwell, you can try the other end of the hall where that stairwell may be clear, or you can return to your suite.

**If you cannot leave your suite because of fire or heavy smoke**

- Close the door
- Unlock the door for entry by fire fighters, if necessary
- Call 911 and ask for the Fire Department. Give the address (35 Empress Avenue Toronto), and tell them where you are in the building.
- Seal all cracks where smoke can enter the suite with wet towels.
- If smoke does enter, crouch low to the floor. Move to a balcony or a protected room. Partially open a window for fresh air. If smoke comes in, close the window.
- When the fire fighters arrive outside the building, if you can, signal your location by waving a piece of white cloth out a window (or off a balcony).
- Wait to be rescued. Remain calm. Do not attempt to escape through a window or from a balcony.
- Authorized personnel may give instructions or information over the loudspeaker.

**5.09 Fire Hose Cabinets and Extinguishers**

Fire hose cabinets are located by each stairwell on every floor and are equipped with 30 m (100 ft.) of hose and a nozzle. Each cabinet is also equipped with a fire extinguisher. Additional fire extinguishers are located in mechanical areas, laundry room and kitchen.

**5.10 Stand by Power: Emergency Generator**

The building has emergency stand-by power in the event of electrical power loss. During an emergency the following are activated: emergency lighting, fire alarm, fire detection systems, sprinkler systems, fire pumps, and stair and elevator pressurization systems.

The building air ventilation system automatically shuts down when a fire alarm signal sounds.

**5.11 Evacuation**

The issue of whether to stay in your suite or exit the building is an officially unresolved matter. The policy of the Ontario Fire Marshal's Office and the approach widely accepted by the City's fire departments is that the best place to be in a fire is outside the building.

However, the Coroner's Jury investigation recommends you should remain in your suite. When you hear a fire alarm, you must make up your mind immediately whether to leave the suite or stay. Leaving 20 minutes or so after hearing an alarm may be too late because smoke, which contains poisonous gases, may have filled the corridor or the stairwell.

**5.12 Special Evacuation Procedures**

In order to attend to anyone needing assistance to evacuate the building in the event of an emergency, the Fire Department requires that Management or the Concierge have a list available of any resident requiring assistance.

It is crucial to keep this list accurate and up-to-date. If there are any occupants within your unit who would require assistance in case of an emergency, contact the Management Office to advise them.

**5.13 Elevators**

All elevators will be brought to the ground floor lobby level automatically or by the superintendent for use by the emergency team. There is no access to the elevators while the fire alarms are sounding.

**NOTE:** When the Fire Alarm has been activated, the only way that it can be silenced is when the Fire Department has determined the source of the alarm and the Fire Chief on-site instructs the building's representative to silence the alarm.

#### **5.14 False Alarms**

The City of Toronto bills the Condominium Corporation approximately \$750.00 per fire truck for false alarms. Please report any mischief causing a false alarm to the Property Manager

## **6. VACATION TIPS**

For residents planning a vacation, we have prepared some important vacation tips to ensure that you are as happy when you return home as you were on your vacation.

**WATER** – It is most important that you remember to **TURN OFF ALL THE TAPS** in your unit. Also, **TURN OFF THE WATER SHUT-OFF VALVES** to your **WASHING MACHINE**. Check all your taps to ensure that they are not leaking.

**DISHWASHER** – Pour a pitcher of water inside the dishwasher and close the door. This will keep the seal moist, which will avoid cracking.

**ELECTRICAL APPLIANCES** – Unplug all appliances such as your televisions, VCR's, clocks, radios, coffee makers, microwaves etc. This will not only save energy, but will also reduce damages that may occur due to power surges.

**LIGHTING** – If you would like to leave any lights on in your unit, we recommend you have them on timers and change the bulbs to 25 watts or less.

**FRIDGE/FREEZER** – Set the temperature a little higher as the door will not be opened frequently.

**VERTICAL BLINDS/DRAPES** – leave blinds/ drapes slightly open to allow air circulation around windows. This should prevent moisture build-up on the windows. Ensure that all your windows are tightly shut.

**NEWSPAPER/MAIL DELIVERY** – Cancel all deliveries and either re-direct your mail or have a designated person pick it up on a regular basis. Arrange to have your neighbor remove anything left at your door

**PERIODIC VISITS** – Have someone check your unit from time to time while you're away; otherwise your insurance may not honor your claim.

**FOR RESIDENTS WHO TAKE WINTER VACATIONS** - Lower your thermostats **DO NOT SHUT OFF YOUR HEAT** entirely as your pipes may burst. You will be held responsible for any damage to your own suite, to other suites or to the common elements.

## **7. RULES & REGULATIONS**

Included is a copy of the Rules & Regulations package that was prepared a number of years ago by the Board of Directors. **PLEASE BE SURE TO REVIEW THE RULES FOR OUR BUILDING.**

The rules & regulations are reviewed from time to time, and if needed, the Board of Directors will also pass new rules which are then sent out to the Owners for approval.

## 8. FORMS

We have included some of the forms we use for the building. Please see the concierge for a complete set of forms.

**Here's a sample form to use for extended absences:**

Notification of Absence	
Resident:	
Unit Number:	
I will be away from _____ to _____	
In the event of an emergency, please contact:	
<input type="checkbox"/> Me at _____	(contact info)
<input type="checkbox"/> Alternative (name) _____	at _____
_____ (contact info)	
I authorize the following person(s) to enter my suite as required:	
<input type="checkbox"/> Alternative (name) _____	at _____
_____ (contact info)	
Special considerations in my absence:	
_____	
_____	
_____	
_____	
_____	

**METRO TORONTO CONDOMINIUM CORPORATION 1099**

**SUGGESTION/REQUEST FORM**

Name: \_\_\_\_\_ Home Tel: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Business Tel: \_\_\_\_\_

Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

Suggestion/Request:

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

**FOR OFFICE USE ONLY**

Action taken:

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

**ICC PROPERTY MANAGEMENT LTD.**

**Head Office Tel: 905-940-1234**

**Emergency Line: 416- 346-0323**

**Management Office Tel: 416-225-4497**

**Concierge Tel: 416-225-4499**

**Your Property Manager: Kevin Middleton**

**E-Mail : mtcc1099@rogers.com**

**ICC PROPERTY MANAGEMENT LTD.**

1551 Denison Street

Markham, Ontario L3R 3Y4

Tel: (905) 940-1234 Toronto Line (416) 346-0323

Fax: (905) 940-3881

UNIT \_\_\_\_\_

**METRO TORONTO CONDOMINIUM CORPORATION 1099  
PRE-AUTHORIZED PAYMENT PLAN AGREEMENT**

**AUTHORIZATION TO DRAW AND ISSUE CHEQUES FOR MONTHLY PAYMENTS**

I/WE the undersigned hereby authorize **METRO TORONTO CONDOMINIUM CORPORATION 1099** hereinafter referred to as the Corporation, to draw and issue cheques, payable to the Corporation for payment of all Common Expenses or any other monies owing to the Corporation for Unit No. \_\_\_\_\_.

**BANKING INFORMATION**

**TYPE OF ACCOUNT and Bank**

Name \_\_\_\_\_

BRANCH TRANSIT No. (5 digits) \_\_\_\_\_ ACCOUNT NO: \_\_\_\_\_

I/WE hereby authorize \_\_\_\_\_ to pay and debit my/our account noted herein.

NAME OF BANK

Accordingly, all cheques drawn on the said account by the Corporation on my/our behalf and payable to the Corporation. The treatment of any such cheque shall be the same as if I/We had personally signed and issued the same cheque, authorizing you to pay as indicated and to debit the amount specific to my/our account. Any delivery of this authorization to you constitutes delivery by me/us.

SIGNED AT: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

(Signature)

(Signature)

Print Name

Print Name

Phone Number \_\_\_\_\_

All depositors must sign if more than one signature is required on the cheques issued against the account.

**PLEASE MAIL OR FAX THIS FORM AND A VOID CHEQUE TO**

**ICC PROPERTY MANAGEMENT LTD.**

1551 Denison Street , Markham, Ontario L3R 3Y4

FAX NO: (905) 940-3881

**ATTENTION ACCOUNTS RECEIVABLE**

**THIRTY DAYS ADVANCE NOTIFICATION IS REQUIRED TO CANCEL THE PRE-AUTHORIZATION  
PAYMENT PLAN.**

**REMEMBER TO ATTACH A BLANK "VOID" CHEQUE**

**SCHEDULE A**  
**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1099**  
**OWNER'S INFORMATION SHEET**

Unit \_\_\_\_ Level \_\_\_\_ Suite \_\_\_\_

Parking Unit No. \_\_\_\_ Level \_\_\_\_

Locker Unit No. \_\_\_\_ Level \_\_\_\_

Municipal Address: Suite \_\_, 35 Empress Avenue

Telephone No(s): \_\_\_\_\_

I/We, \_\_\_\_\_ the undersigned, as owner(s) of Suite No. \_\_\_\_, 35 Empress Avenue, being Unit \_\_\_\_, Level \_\_, according to Metropolitan Toronto Condominium Plan No. 1099 (the "Suite"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the Condominium Act, S.O., 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules and Regulations of Metropolitan Toronto Condominium Corporation No. 1099 (the "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the Act, Declaration, By-laws and Rules and Regulations of the Corporation.

I/We further acknowledge receipt of the Declaration, By-laws and Rules and Regulations of the Corporation.

I / We intend to occupy the Suite with the following persons:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

as our residence and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules and Regulations.

DATED this \_\_ day of \_\_\_\_\_, 201 \_\_\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**SCHEDULE B**  
**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1099**  
**TENANT UNDERTAKING & INFORMATION SHEET**

Unit \_\_\_\_ Level \_\_\_\_ Suite \_\_\_\_

Parking Unit No. \_\_\_\_ Level \_\_\_\_

Locker Unit No. \_\_\_\_ Level \_\_\_\_

Municipal Address: Suite No. \_\_\_\_, 35 Empress Avenue.

Landlord's Name: \_\_\_\_\_

Landlord's Permanent Address: \_\_\_\_\_

Landlord's Telephone No.: \_\_\_\_\_

Term of the Lease from: \_\_\_\_\_ To: \_\_\_\_\_

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

I/We, \_\_\_\_\_ the undersigned, as tenant(s) of Suite No. \_\_\_\_, 35 Empress Avenue being Unit \_\_\_\_ Level \_\_, according to Metropolitan Toronto Condominium Plan No. 1099 (the "Suite"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the Condominium Act, S.O. 1998, c.19 and Regulations thereto (the "Act"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules and Regulations of Metropolitan Toronto Condominium Corporation No. 1099 (the "Corporation").

I/We acknowledge that I am/we are subject to the provisions contained in the Act, Declaration, By-laws and Rules and Regulations of the Corporation.

I/We further acknowledge receipt of the Declaration, By-laws and Rules and Regulations of the Corporation.

I/We intend to occupy the Suite with the following persons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

As our residence for the stated term of the lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Suite, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules and Regulations.

I/We further acknowledge and understand that in the event that I/We or any occupant residing in the Suite contravenes the provisions of the Declaration, By-laws and Rules and Regulations of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Act.

DATED this \_\_\_\_ day of \_\_\_\_, 201\_.

\_\_\_\_\_

Print Name

Signature

**SCHEDULE C**

Form 5

*Condominium Act, 1998*

**SUMMARY OF LEASE RENEWAL FOR STANDARD CONDOMINIUM**

(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: METROPOLITAN TORONTO CONDOMINIUM CORPORATION No. 1099

1. This is to notify you that:

A written oral lease, sublease, assignment of lease  
(*strike out whichever is not applicable*)

OR

A renewal of a written or oral lease, sublease, assignment of lease  
(*strike out whichever is not applicable*)

has been entered into for (*include any parking or storage units that have been leased*)

Unit \_\_\_\_, Level \_\_\_\_

Parking Unit (s) \_\_\_\_, Level(s) \_\_\_\_

Locker Unit(s) \_\_\_\_, Level(s) \_\_\_\_

On the following items:

Name of lessee(s) (or sublessor(s) ): \_\_\_\_\_

Commencement date: \_\_\_\_\_ Termination date: \_\_\_\_\_

Option(s) to renew: \_\_\_\_\_ (*Set out details*)

Rental payments: \_\_\_\_\_ (*Set out amount & when due*)

Other information: \_\_\_\_\_ (*At the option of the owner*)

2. I (We) have provided the lessee(s), sublessee(s) (*strike out whichever is not applicable*) with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83(2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the lease, sublease, assignment of lease (*strike out whichever is not applicable: lease, sublease, assignment of lease*) is terminated.

DATED this \_\_\_\_ day of \_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of owner(s)

\_\_\_\_\_  
Print name of owner(s)

\_\_\_\_\_  
Telephone number(s)

\_\_\_\_\_  
Fax number and/or email address if any

**In order to set up and maintain our office records, you are requested to complete this form and submit it to management. Please print carefully. All information will be kept strictly confidential.**

**REGISTERED OWNER(S)** (Complete this section only for registered unit owners)

Email Address: \_\_\_\_\_

**SUITE OCCUPANT(S) – (TENANTS)**

Email Address: \_\_\_\_\_

Are the suite occupants: Family residing with the registered owner? ☐ Tenants? ☐

If tenants, please provide the relationship to the primary lease holder:

1. _____	2. _____
3. _____	4. _____

**If Unit has been leased, complete the Summary of Lease or Renewal Form. (Form 5)**

## **EMERGENCY INFORMATION**

### **Emergency/Alternate Contact:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Telephone: \_\_\_\_\_ Res: \_\_\_\_\_ Cell: \_\_\_\_\_  
Bus (Mr): \_\_\_\_\_ Bus (Mrs): \_\_\_\_\_

**Is there a resident with a disability?** Yes ☐ No ☐  
If yes, type of disability? \_\_\_\_\_ Resident Name: \_\_\_\_\_

**Is assistance required in an emergency?** Yes ☐ No ☐  
What assistance is required? \_\_\_\_\_

## **PARKING INFORMATION**

	Level	Spot	<i>If spot is rented from another unit, please provide:</i>	
			From unit (owner):	To unit (lessee):
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____

## **VEHICLE INFORMATION**

	Make	Model	Colour	Year	License Plate #
1)	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____

## **LOCKER INFORMATION**

	Level	Locker Room #	Locker #
1)	_____	_____	_____
2)	_____	_____	_____

## **ACCESS DEVICE INFORMATION**

	Device Type:		Device Number:
1)	Garage Remote (Black) <input type="checkbox"/>	Access Key Fob (Grey) <input type="checkbox"/>	_____
2)	Garage Remote (Black) <input type="checkbox"/>	Access Key Fob (Grey) <input type="checkbox"/>	_____

## **PET INFORMATION**

	Name:	Type:	Description:
1)	_____	_____	_____
2)	_____	_____	_____

**Please attach a photograph of your pet when you hand in this form.**

**SEASONAL or OCCASIONAL RESIDENTS**

Occupancy Schedule: Home \_\_\_\_\_ Away \_\_\_\_\_

Alternate Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: Res: \_\_\_\_\_ Cell: \_\_\_\_\_

Special Instructions (i.e.: mail, etc.) \_\_\_\_\_  
\_\_\_\_\_

Upon completion, please submit this form to the concierge or property management office.

**NOTE: These forms MUST be completed in full prior to moving into the building and the elevator will not be released until ALL Forms have been submitted to the Concierge.**

If, at any time, the above information changes, please notify your property management team in writing as soon as possible.

Please keep us informed so that we can keep you informed!

## SCHEDULE E

### PET REGISTRATION FORM

Complete one form per pet and return via the Management office with a current photo and copy of your pet's vaccination record.

OWNER NAME: \_\_\_\_\_ SUITE: \_\_\_\_ @ 35 EMPRESS AVE.

HOME PHONE: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_

PET NAME: \_\_\_\_\_ PET TYPE: \_\_\_\_\_

LICENSE NO. \_\_\_\_\_ YEAR OF BIRTH: \_\_\_\_\_

COLOURING: \_\_\_\_\_ WEIGHT (LBS): \_\_\_\_\_

CAREGIVER CONTACT INFORMATION (if different from owner information):

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

#### IMPORTANT INFORMATION ABOUT YOUR PET

Please include any and all information regarding your pet which may be of assistance in an emergency situation (e.g. temperament, medical condition/medication required, etc.)

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#### Please attach the following information for MTCC No. 1099 records:

A recent photograph of your pet.

A copy of the current dog licence (if applicable).

A copy of the current certification of rabies and other required shots (if applicable).

A statement signed by a veterinarian indicating the dog's weight (if applicable).

**I HEREBY CERTIFY** that the above information is accurate and agree to abide by all Rules and Regulations of Metropolitan Toronto Condominium Corporation No. 1099 relating to pet ownership and occupancy. PLEASE REVIEW SECTION 34 TO 47 OF THE RULES & REGULATIONS OF MTCC1099

Date this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Print Name of Resident / Owner                      Signature

## SCHEDULE F

### METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1099

#### 8.01 PARCEL ACCEPTANCE WAIVER FORM

"The undersigned resident(s), who is/are 18 years of age or older, of Metropolitan Toronto Condominium Corporation No. 1099 ~ Empress Plaza ~ hereby acknowledges that Metropolitan Toronto Condominium Corporation No. 1099, ICC Property Management Limited or ASG Security Group Limited have no obligation whatsoever to accept, on behalf of any resident or tenant, delivery of any letters or parcels left with them at the Concierge desk. However, the undersigned has specifically requested this assistance.

In consideration, building staff providing this assistance and in accepting and notifying me/us of delivery to the Concierge Desk of letters, packages and parcels addressed to my attention, I/we hereby irrevocably release Metropolitan Toronto Condominium Corporation No. 1099, ICC Property Management Limited or ASG Security Group Limited, their respective employees, officers, servants and agents from any and all liability and claims howsoever arising from their temporary custody of any such written communication, parcels or other items received by them on my/our behalf, whosoever caused.

**I/WE UNDERSTAND AND ACCEPT** and accept that on request to pick up my/our letter(s) or parcel(s) it/they will be released to any person listed below on the Parcel Acceptance Waiver Form for on my/our behalf.

Suite: No. \_\_\_\_\_

	Name	Signature	Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Please list all resident's providing authorization.