

Welcome to

**THE ESSEX II**  
CONDOMINIUMS

**GUIDELINES FOR  
OWNERS & TENANTS**

**DEL PROPERTY MANAGEMENT INC.**

*Committed to Quality Service*

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## INTRODUCTION

### GUIDELINES FOR OWNERS AND TENANTS

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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

Living in a Condominium is essentially a cross between having your own home and living in a Co-op. The concept of absolute legal ownership is mixed with that of accountability to the building community. Purchasing your unit also gives you undivided common ownership and the right to use various building facilities and portions of the grounds that are to be used and maintained in common with your fellow Condominium unit owners.

The Board of Directors are aware of the investment that you have made in your Condominium unit and of the pride of ownership that each unit owner has in their 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.

The Board of Directors is responsible for ensuring rules are in place that enhances 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 of them, to 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 the 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 the rules.

# 1 CONDOMINIUM MANAGEMENT

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## 1.01 PROPERTY MANAGEMENT

The day to day operations of the building are supervised by a professional management company under contract to the Condominium Corporation.

**Del Property Management Inc.** is managing your property. They provide accounting and other clerical services, preparation of monthly financial statements, recommendations for the annual budget and they attend monthly Board Meetings. Your fiscal year is from December 1 to November 30.

The Property Management Company's duties do not include obtaining repair services for individual owners' suites. Rather, they are confined to maintaining the "common element" areas of the building.

Whenever possible, **Del Property Management** will provide an immediate response to your requests. Any inquiries, which require an investigation, will receive a response as soon as possible. The services provided by **Del Property Management** are governed by the Corporation's declaration, by-laws, rules and regulations therein as well as the Condominium Act of Ontario.

Complaints concerning building maintenance or other common services, which are covered by monthly maintenance fees, should be put in writing and addressed to **Del Property Management**. If you are not satisfied with the outcome, you should direct your concern to the Board of Directors in writing.

### ***ONSITE PROPERTY MANAGEMENT STAFF***

**Located on Level P1**

**Hours of Operation: 9:00 a.m. to 5:00 p.m. Monday to Friday**

Jennifer Morley, R.C.M. Property Manager	(416) 239-9786
Trish Neebar, Property Administrator	(416) 239-9786

**Do not leave emergency messages on the office phone.  
Call Security at (416) 239-2286**

## 1.02 SUPERINTENDENT

Toronto Standard Condominium Corporation No. 1723 has hired a Superintendent, Bolek Ziobrowski, who does not reside in the building.

The Superintendent is responsible for:

- Operation and maintenance of all mechanical devices such as boilers, pumps, garbage disposal units, etc.
- Operation and maintenance of recreational facilities (party-room, swimming pool).
- Cleaning of common areas such as lobby, corridors, laundry room and parking areas when regular cleaners are not here.
- Garbage removal (from common areas only).
- Snow removal from walkways.
- Supervision of other maintenance and cleaning staff and all contractors.

The Superintendent is **not** responsible for:

- Any repairs or maintenance within individual suites.
- Any maintenance or cleaning of “exclusive use” common areas such as balconies, lockers, parking spots, etc.

The Superintendent is under the direct supervision of the Property Manager.

## ***SUPERINTENDENT STAFF***

**Located on Level P1**

On Duty:	7:00 a.m. to 5:00 p.m.	Monday to Friday
On Call:	after 5:00 p.m.	Weekdays
On Call:	ALL DAY	Weekends

**The Superintendent can be reached through the Management Office during regular business hours or the Concierge after regular hours.**

### **1.03 BOARD OF DIRECTORS**

As a unit owner you are not expected to participate in the actual management of the Corporation. You elect a Board of Directors who do so on your behalf. Toronto Standard Condominium Corporation No. 1723 has five (5) Board members. As a Board they are responsible for the policy making and administration of the Corporation. The Board works closely with the Property Manager who, in turn, is responsible for the day-to-day operations. The Board of Directors receives no remuneration for their work, being composed strictly of volunteers.

One or more new members are elected each year at the Annual General Meeting of the owners in the spring. Details on the corporate structure are to be found in the Condominium by-laws supplied to each owner at the time of purchase. Additional copies of the by-laws are available from the Property Manager for a nominal fee.

The Board meets monthly to conduct corporation business. To contact the Board, residents should forward their letters to the “Board of Directors, TSCC #1723 by dropping them off to the Property Management Office situated on the P1 level of the building, or via the website. See Section 1.04 Communications.

**Elected members of the current BOARD OF DIRECTORS for TSCC # 1723 are:**

<b>NAME</b>	<b>POSITION</b>
Michelle Rach	President
Lianne Pinto	Treasurer / Secretary
Alan Webb	Director
Bill McDougall	Director
Sam Bilko	Director

## 1.04 COMMUNICATIONS

**Website:** The Corporation in concert with TSSC 1577 (Essex Phase 1) maintains a website <http://www.theessex.ca/> to provide an alternative source for information about the Essex Community. Much of the information in this document plus other material of interest to residents can be viewed and downloaded from there.

To offer a suggestion or ask a question about life at the Essex, click on <http://www.theessex.ca/feedback.htm> and use the Contact form to send your message.

**Newsletter:** The Essex Communications Committee also publishes a site Newsletter, Essex News™ at least five times a year. This newsletter is delivered to suite doors or via email alert if that is your preference. Go to [http://www.theessex.ca/form\\_com.htm](http://www.theessex.ca/form_com.htm) form to declare your preference.

**Notice Boards:** The Corporation's official notice boards are located in the mailbox area in the front lobby, elevator lobbies and in each elevator. Important announcements and notices are posted in these glass front cases by the Board of Directors and Property Manager. It is highly recommended that you regularly check the notice board to be informed of issues and building activities.

All correspondence to the Board and/or Management may be dropped in to the **Property Management Office** or left at the Concierge desk.

## 1.05 SECURITY

Building security is the responsibility of each and every owner. Therefore, it is very important that you do not permit entry to the building (by holding doors open) for anybody you do not personally recognize as a current resident or who cannot produce suitable identification. Similarly, residents are asked to cooperate with any requests by security staff to produce identification when necessary. Use your fob every time you enter the garage to ensure the door doesn't close on you.

Please call the concierge/security desk at (416) 239-2286 if you see anyone suspicious wandering in or around the building or underground parking areas.

## 1.06 ENTERPHONE SYSTEM

The door entry **enterphone** system, located in the main lobby entrance at the Ground Floor and P1 visitor's entrance are connected directly to your suite's telephone line. This touch activated interactive system allows visitors to quickly and conveniently announce their arrival. It is therefore necessary for all residents to register their names and telephone numbers with the Property Management Office as soon as possible.

When answering the enterphone you may wish to:

**Open the door:** By responding to the distinctive ring (2 short rings) on your telephone, you can speak directly with the guest and permit entry by pressing 6 on your touch tone telephone.

**Deny entry:** If you do not wish to allow the guest to enter, simply hang up terminating the call.

**Interrupt a call to respond to the enterphone:** If you are on the telephone, you will be alerted that the Concierge or a guest in the lobby is trying to reach you when you hear the call waiting beep. Press the telephone hang-up button to speak to your visitor, pressing 6 if you wish to open the door. Press the hang-up button again to reconnect your outside call. **Note: Call waiting feature is required to hear this interruption.** \*\*\*

## 1.07 KEYS

At closing, you are issued two (2) suite entry door keys. Extra entry door keys can be obtained from your local locksmith. All suite door keys are on one master key, which allows security to gain immediate access in case of an emergency. Residents are not permitted to change the suite door lock without authorization from the Property Management Office. Safety chains or double locks, etc. may not be attached to suite entry doors without the consent of the Board of Directors.

## 1.08 MONTHLY EXPENSES – MAINTENANCE FEES

As a unit owner, you share in the cost of maintaining and repairing the shared and exclusive use common areas of your condominium. The Board of Directors is responsible for preparing an estimated operating budget for the Corporation's fiscal year and your portion of the common expenses. Your monthly maintenance fees cover the costs of water, gas, recreation facilities, enter phone, taxes on common property, management fees, security system and staff, staff salaries, building insurance and maintaining the reserve fund.

Fees are payable to **Toronto Standard Condominium Corporation No. 1723** and are due by the **FIRST DAY OF EVERY MONTH.**

Two payment methods are available:

- (1) post-dated cheques (provided for the year) or
- (2) pre-arranged electronic funds transfer.

**THE PREFERRED PAYMENT PLAN IS THE PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFER.**

Please note that maintenance fees do not cover insurance on individual suites, hydro, personal phone, property tax, in-suite maintenance and equipment.

**Del Property Management only accepts CHEQUES as a form of payment. Credit Cards and Cash are not accepted.**

## 1.09 DAY/NIGHT EMERGENCY

Contact Security/Concierge (416) 239-2286

## 2 IMPORTANT INFORMATION

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### 2.01 IN-SUITE ELECTRICAL PANEL

The electrical panel in your suite is located in a box in your entrance closet or other location, such as behind a den or second bedroom door. The circuit breakers can be reset by merely moving the switch to the "off" and "on" positions.

### 2.02 SUITE ALARMS

#### Alarm Panels

The VEREX monitor system is an added security feature, which monitors access to your suite through the suite front entry door, operable windows and motion sensors (where applicable). The security keypad in your suite is located near the resident suite entry door.

1. **Activating the security system:** You can "arm" the security system by entering your personal four digit code. The keypad will beep and momentarily display ARMED, then return to the normal state displaying the alarm status.
2. **Deactivating the security system:** To disarm the security panel, simply re-enter your four digit code. The panel will beep and momentarily display DISARMED, then return to the normal state displaying the status.
3. **Or:** To arm the panel when you will be staying in your suite, simply press \*1 or \*\*2 (for a silent setting without the beeping). This arms the door and will not allow for the door to be opened at all without the alarm sounding. When you leave the suite you may then press \*3, this allows you to open your suite door to exit but will activate the alarm on any subsequent opening of your suite door.

Please note if the alarm is not disarmed, the Concierge will receive a computer-generated signal, which informs them that someone has entered your home and the alarm system will be activated. The Concierge will then immediately investigate the cause of the alarm.

\*\*If you do not know your personal four digit code, just identify yourself to the Concierge and she/he will change the code to the default setting. Then you can proceed to change the code to your new personal setting.

### 2.03 HEATING/AIR CONDITIONING

Heating and cooling is achieved by water circulating through coils with a fan operated by moving the switch to "low, medium or high" and adjusting the thermostat control. You will be informed when the system has been switched over. The fan motors require oiling at least twice a year and filters should be changed regularly. The Homeowner is responsible for the maintenance, repair and replacement, and all costs of the system exclusively serving his/her unit. To ensure the operating integrity of the building's system, the corporation must arrange **any** repair work. **To facilitate the annual preventative maintenance checks and filter changes, the corporation has undertaken that responsibility on behalf of owners and includes the cost in the monthly suite maintenance fee. SEE SECTION 7.03 "CLIMATE CONTROL AT THE ESSEX" for more information about system operations and keeping our air healthy.**



## 2.04 WATER SHUT-OFFS

The emergency water shutoff is usually located under the master bathroom counter, behind a metal door plate. Two levers, one each for hot and cold are situated there. As a safety measure, turn off your water during any extended absence to ensure unattended leaks do not occur. You will need a plumbing key to turn these on or off. If you don't have one, a replacement can be obtained in the management office for a nominal fee.

Responsibility for replacement of defective washers, etc. are the responsibility of home owners. As a courtesy to neighbours, please pay prompt attention to washer replacement to avoid the annoyance of noisy pipes. **Before attending to any plumbing work, notify the Property Management in case problems arise during the work.**

## 2.05 WINDOWS

All sliding windows can be removed for cleaning by lifting from the bottom. Cleaning of outside inaccessible window areas and some balconies is conducted twice a year as part of general building maintenance.

## 2.06 ENERGY CONSERVATION

Please inform the Management Office when going away for an extended period of time. Ensure the heat or cooling is set to "low" and all windows are closed when the air conditioning is in operation. Turn off lights in your suite when you are absent..

## 2.07 POWER FAILURE

In the event of a power failure, emergency lighting operates only in the corridors and stairwells by emergency generator. We recommend you also keep a flashlight handy and a supply of candles and matches.

## 2.08 ELEVATORS

In the event, you become stuck in an elevator; **push the emergency button inside the elevator and an attendant will assist you.** Also, if you notice an elevator operating irregularly, please report to the Concierge immediately.

## 2.09 GARBAGE DISPOSAL

Disposal rooms are located on each floor. Garbage must be placed in garbage bags, properly tied, and pushed down the chute; **do not push the blue buttons.** Items too large for the chute must be taken to the garbage bin located in the rear of the building. Please do not use the garbage chutes after 10:30 p.m. or before 7:30 a.m. **Do NOT leave garbage on the floor.**

## 2.10 REDUCE .... REUSE ..... RECYCLE PLEASE DO YOUR PART!!!

Disposal rooms are located on each floor for the following items;

- Small items such as glass bottles & jars, cans, plastic food tubs and containers must be cleaned out, placed in garbage bags, properly tied and pushed down the chute pressing either of the blue buttons.
- Be sure to wait 15 seconds in between disposes.

ALL OTHER ITEMS FOR RECYCLING MUST BE PLACED IN THE ASSIGNED BINS LOCATED IN THE RECYCLING ROOM ON P-1. THE LIST OF ITEMS IS ON PAGE 38 & 39.

See Section 7.04 for the City of Toronto Recycling charts to help you understand the required segregation of items to be recycled. The City monitors the Corporation's overall garbage and recycling volumes and will penalize us in the form of levies if we do not comply.

All cardboard boxes **must be flattened or crushed** before being put in the bins. The City limits the number of bins, so help out your neighbours by leaving room for their cardboard items as well.

## 2.11 LARGE ITEMS FOR DISPOSAL

The city will pick up **some** large items like sofas or appliances ("white goods") if pre-arranged. Please call the Management Office to confirm whether your item fits City criteria for disposal and to arrange a pickup date. The item must be brought down to the loading dock, located outside at the rear of the building. To minimize items that must be disposed of in this way, make every effort to arrange with the vendor or delivery company to take the old item away as part of the sales agreement, or make an arrangement with the delivery person to do so.

## 2.12 BALCONIES

For the safety of all residents, the Corporation regulates that you may not shake mops, dusters, carpets and the like from your balcony, drop anything from the balcony, or hang anything over the balcony railings. Also, please do not place plant pots and/or flower boxes on the edge of your balcony. Bird feeders are not permitted.

Residents are asked to be conscious of their neighbours below when washing their balconies. **Balcony walls, floor and ceilings may not be painted.** Antennas/satellites, drying laundry, or operating of barbecues (except where gas outlets have been provided) are not permitted on balcony areas.

## 2.13 NOISE

Please keep stereos, televisions, and your base volume at a reasonable level as a courtesy to your neighbours, particularly late at night. Residents making renovations to their suites are requested to ensure that all noise created remains within the hours of 9am and 8pm.

## 2.14 DRAINS

Only human waste and toilet paper are allowed to be flushed down the toilets. **Cooking grease is not to be poured down the kitchen sink.** Rather, while hot, pour into an empty unbreakable container, wait until it cools and dispose of it with your other household garbage.

Residents are requested to use conservative amounts of **granular washing detergent in both the dishwasher and laundry machines** to prevent soapsuds from backing up into your neighbour's apartment.

## 2.15 DELIVERIES

Large deliveries (e.g. major appliances) are to be delivered to the rear of the building and if necessary an elevator must be reserved with pads installed. Please check with the concierge ahead of time for all large moves. Similarly, if you are removing large items from the building, check with the concierge first.

## 2.16 MOVES

If moving in or out of the building, you must make arrangements with the building Concierge at least **seven days in advance of the move** \*\*\*. Bookings for the elevator are taken on a first come first serve basis.

No move date is confirmed until a refundable deposit of \$200 has been provided. If moving into the building the deposit can be paid by personal cheque, if moving out, by way of certified cheque or money order only. Upon completion of the move and satisfactory inspection by TSCC 1723, the deposit will be refunded.

Moving hours are:

**Monday to Friday (8:00 a.m. – 8:00 p.m.)**  
**Saturday & Sundays (9:00 a.m. – 5:00 p.m.)**  
*No moves on legal or statutory holidays*

## 2.17 PETS

\*\*\* See rules in SECTION 6.01

## 2.18 RENOVATIONS

If you are considering making changes to your suite, the VERY FIRST THING you should do is check with management to see if there are any restrictions or limitations to what you are allowed to do. Structural changes have to be approved by the board of directors and accompanied by appropriate engineering documents. Also, anything involving plumbing and electricity might have an impact on the commonly supplied utilities of the condominium.

If you do have permission to do something, you will still need to follow specific rules and regulations in keeping with our declarations and bylaws, as an example any construction material must be removed from the site by your contractors.

Scheduling the comings and goings of your workers will likely need to involve Essex staff to some degree and of course your neighbours will very likely be affected by the noise of the work.

Permitted work hours for such projects are 9 a.m. to 8 p.m., but keep in mind that hammering and other such noises travel *far beyond* your nearest neighbours.

## 2.19 DRAPES

Only **white** coloured window coverings (visible from the outside) are permissible in order to maintain uniformity and an attractive appearance of your building. **Paper or foil taped to the window is not permitted.**

## 2.20 COMMON ELEMENT ACCESS FOBS

Fobs provide access to front and rear lobby doors, the recreation centre, entry and exit through the front garage doors and entry through the rear garage doors, and resident parking doors. Fobs are also equipped with a red panic button to alert building security of a possible threat to your safety or an emergency while you are in the garage. Pressing the red button on the fob transmitter for at least 2 seconds activates the alarm and strobe lights simultaneously sending a signal to security for assistance. If the fob becomes lost or stolen, you must report this immediately to the Property Management Office in order to deactivate the device to avoid illegal entry into the building by non-residents. Replacement fobs may be purchased from the Property Management Office at a cost of \$75.00 each. Periodically, the nickel coin sized battery in the fob will need to be replaced. Replacement batteries are available in most stores, including Shoppers Drug Mart across the street.

## 2.21 PARTY ROOM

Residents may book the Party Room through the Property Management Office. All bookings are on a first come, first served basis and require a damage deposit of \$ 500 as well as a \$100 user fee. There is also a charge for security for the duration of the party. The charge for security is \$20 an hour for the duration of your function (a minimum of 4 hours).

## 2.22 GUEST SUITES

Reservations may be made through the Property Management Office for the rental of guest suites at a cost of \$50 per night. All room rentals require a \$300 damage deposit.

## 2.23 FITNESS CENTRE/POOL AND WHIRLPOOL

An indoor swimming pool and whirlpool are available on the lower level across from the Exercise Room. Children under the age of 16 years must be accompanied by an adult. Guests using the facility must be accompanied by a resident at all times. All rules and regulations are posted in each room.

The Recreation Centre is open daily, 5 am to 12 midnight and the Exercise Room is open 24/7.

## 2.23 STORAGE LOCKERS

Please ensure that all articles stored in lockers are kept within the space you have purchased and are stored at your own risk. The Corporation's insurance does not cover damage to or theft of locker items. We encourage you to ensure that all items within the locker room are kept elevated from the floor and that the items are placed under a plastic cover as the Condominium Corporation is not responsible for any items that are damaged as a result of water leakage. Do not store gasoline, propane or any other combustible material. Remember that you have purchased the locker space itself not the area above or around the enclosure.

## 2.24 PEST CONTROL

A pest contractor is on-site each month. Upon request, suites will be treated for pests. To prevent spreading of these pests, contact Property Management on first sighting.

## 2.25 REQUESTS AND COMPLAINTS

To serve you better, we ask that any complaints, requests or suggestions be made in writing and dropped off to the Management Office.

## 3 GARAGE & PARKING

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### 3.01 PARKING

All vehicles belonging to residents of the complex must be registered with the Property Management Office. Please provide your correct licence plate number, park within your parking boundaries and always use your own parking spot. In the event you are unable to park in your designated space for whatever reason, PLEASE contact the Concierge for alternative parking arrangements. Vehicles parked in unauthorized spots will be ticketed and/or towed at the owner's expense. Repairs, washing, oil changes and storage of non-functional vehicles or other items are not allowed in the parking areas. Parking spaces are for vehicles only and are not to be used for storage of ANY articles other than your bicycle should you choose to do so. To enter the garage, please use the fob access transmitter at all times. Any damage caused as a result of not using the access transmitter will be the responsibility of the resident. Residents are not to park in visitor parking at any time.

### 3.02 VISITOR PARKING

The majority of visitor parking is located on the Ground Floor surface parking and on Level P1 of the parking garage. Visitor parking spots are clearly marked. Overnight visitor passes are required when guests intend to spend the evening past 2:00 a.m. It is the resident's obligation to notify the Concierge to ensure that the parking pass has been obtained and clearly displayed in the windshield of the vehicle. Visitor parking is available on a first come, first served basis. Please have your visitors check with the Concierge about obtaining a Visitors Parking pass.

Extended visitor parking permits (3 days or longer) must be obtained from the Property Management Office.

### 3.03 PARKING GARAGE

When entering or leaving the parking garage, please operate your vehicle safely and drive at a speed of no more than 10 km/h and adhere to all posted signs. The garage floor surface is coated with a rubberized membrane which prevents water and road salt brought into the garage on tires from penetrating the cement. The coating is very sensitive to oil, other chemicals and stress for turning tires when the car is not in motion. A quick look at the floor under your car will help you determine if the coating in your space is damaged, i.e. cracks or holes. If oil leaks or spills of any kind occur, please clean them with soap and water or throw an absorbent material on the spot to soak up the spill and later clean the area. Leaks left for any period of time will result in damage to the garage surface and will be the financial responsibility of the owner of the parking space to repair to its original condition. Repairs to the membrane are expensive. A few minutes of your time could avoid this unnecessary expense.

#### Remote Intercom Station

These are two-way communication intercoms that have been installed in the garage and some common areas where the closed circuit cameras have been installed. This allows anyone to communicate with the Concierge on a twenty-four hour basis by simply pressing the call button on any intercom station. If you need assistance or if you experience trouble with your common area access devices, please do not hesitate to contact the Concierge for assistance.

### 3.04 BICYCLE STORAGE

Bicycles may be stored in your designated parking spot. Please ensure you do not infringe upon the adjoining spaces.

### 3.05 TAGGING

All of the main roads and driveways in the complex are designated fire access routes and as such any car or vehicle parked in these areas at any time may be tagged and towed without warning.

## 4 EMERGENCY AND FIRE SAFETY

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### 4.01 EMERGENCY PROCEDURES

For ambulance, call 911 directly; and then call the Concierge to secure an elevator. When calling outside emergency services, be sure to use the appropriate address:

**5233 Dundas Street West  
Etobicoke, Ontario M9B 6M1**

### 4.02 FIRE SAFETY

This section outlines procedures and responsibilities for Residents and building personnel in a “fire emergency”. For your own protection, please take a few minutes to read the following procedures. The complete cooperation of each person is mandatory if the plan is to be successful.

High-rise condominiums are generally considered to be safer from the spread of fire than the average single-family dwelling. The Building has been constructed of fire resistant materials. Solid concrete walls and floor inhibit the spread of fire from one suite to another suite.

#### **To avoid fire hazards, you are advised of the following:**

- Do not permit anything to be done in your home that will in any way create a risk of fire.
- Do not bring anything in your home that will in any way create a risk of fire.
- For safety reasons, we ask that you use only artificial, non-combustible Christmas trees.
- Do not store propane, gasoline or any other combustible materials in your locker or on your balcony.
- Please avoid careless smoking and always use ashtrays for butts and ashes. Never smoke in bed.
- Do not put burning materials, such as cigarettes and ashes into garbage chutes.
- Never force cartons, coat hangers, or bundles of paper into the chute because it may become blocked.
- Avoid unsafe cooking practices such as deep fat frying, using too much heat, leaving stoves unattended and wearing loosely hanging sleeves.
- Do not use the oven for drying garments.
- Do not use fuses in your stove of higher amperage than specified.
- Do not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.

The safe and orderly evacuation of all personnel in the building is of paramount importance. The following procedures are intended to achieve this goal in the event of a crisis, not only from fire, but also from any other physical emergency.

The issue of whether to stay or go is an officially unresolved matter. The policy of the Ontario Fire Marshal's Office and the approach widely accepted by the fire departments is that the best place to be in case of 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 right away whether to leave the suite or stay. Not leaving immediately may be too late because smoke which contains poisonous gases may have filled the corridor or the stairwell.

#### **In general, occupants are advised to:**

- Know where the alarm pull stations and exits are located.
- Call 911, ask for Fire Department immediately.
- Know the correct building address and suite number.

To assist you in understanding what to do in the event of fire, and/or the sounding of the fire alarm, we recommend the following:

**If you discover a fire in your suite or common area**

- Leave the fire area, take your keys.
- Close all doors behind you.
- Activate the fire alarm, use pull stations in the corridor.
- Use exit stairwells to leave the building immediately.
- Telephone 911, ask for Fire Department. Never assume this has been done. Know and give the correct address and location of fire in the building.

**Do not use elevators**

- Do not return until it is declared safe to do so by a fire official.

**If you are in a suite and fire alarm is heard**

- Before opening door, feel the door and handle for heat. If not hot, brace yourself against the door and open slightly. If you feel air pressure or hot draft, close the door quickly.
- If you find no fire or smoke in the corridor, take suite keys, close door behind you and leave by nearest exit stairwell.
- If you encounter smoke in corridor or stairwell, consider taking corridor to other side of building where stairwell may be clear, or return to your suite.

**If you cannot leave your suite because of fire or heavy smoke, remain in your suite and:**

- If possible, activate fire alarm pull station
- Close the door.
- Unlock door for possible entry of fire fighters.
- Dial 911 and ask for the Fire Department. Tell them where you are, then signal to Fire Fighters by waving a sheet.
- Seal all cracks where smoke can get in by using wet towels or sheets.
- Crouch low to the floor if smoke enters the room.
- Move to the balcony or most protected room and partially open window for air. Close the window if smoke comes in.
- Wait to be rescued. Remain calm. Do not attempt to escape through a window or balcony. Listen for instruction or information, which may be given by authorized personnel or over loudspeaker.



## 4.03 FIRE DETECTION SYSTEM

### Smoke Detector

Each suite has a smoke detector (larger suites will have 2 or more smoke detectors) located on the ceiling. The smoke detector is activated by the presence of smoke such as burning toast, etc. The alarm will only be heard within your suite and can be de-activated by clearing the air around the detector. Do not open your suite door as your burning toast will then send the building into full alarm. The smoke detectors do not require a battery, as they are hardwired to the breaker panel.

Maintenance: Check at least once a month to ensure the smoke detector is functioning properly. To do this, simply depress the test button on the smoke detector until it sounds. Should it not sound within a second or two, notify the Property Management Office immediately.

### Heat Detector

Each suite is equipped with a heat detector. This additional safety feature detects intense heat build up in the home and activates the fire alarm in the building. The heat detector is hard wired to the fire panel and should intense heat be detected within the suite, building alarms will be activated.

### Speaker

Each suite has a fire alarm speaker (larger suites have 2 or more speakers) located on the ceiling in the vicinity of the smoke detector(s) as required by the fire code. The building fire alarm will be heard in each suite through the speaker. When this alarm sounds, follow evacuation procedures. **EACH SUITE IS EQUIPPED WITH A 10-MINUTE FIRE ALARM SILENCER, USUALLY LOCATED ON A BEDROOM WALL. The button will need to be re-pushed each time the time limit is reached or an announcement is made.**

*NOTE: Speakers must not be disconnected. The suite owner will be held responsible for the reconnection of fire alarm speakers within your suite.*

**CARBON MONOXIDE DETECTORS ARE ONLY INSTALLED IN CERTAIN SUITES.**

## 4.04 FIRE EQUIPMENT

### Fire extinguisher, control and confinement

In the event a small fire cannot be extinguished with the use of a portable fire extinguisher or the smoke presents a hazard to the operator, then the door to the area should be closed to confine and contain the fire. Leave the fire area, ensure the Fire Department has been notified and wait for the Fire Department.

*NOTE: Suite smoke alarms do not activate the fire alarm system however, under severe heat conditions, the heat detectors will send a signal to the main fire panel. We suggest you take appropriate action to sound an alarm. In case of fire, proceed immediately to the closest pull station. Once the pull station has been activated, the nature and location of the alarm is automatically indicated on a fire alarm/enunciator panel, located in the main entrance foyer.*

### Safer use of household fire extinguishers

In addition to working smoke detectors, every household should have a fire extinguisher strategically placed in rooms such as the kitchen. Don't just hang your extinguisher on the wall or in the cupboard! Plan ahead, read the instruction manual and know your extinguisher's capabilities before trying to fight a fire. Portable fire extinguishers are useful for putting out small fires, but recognize your limits and the limits of the extinguisher. Using the wrong type of extinguishers on a fire can actually make it spread, so it's important to plan ahead when purchasing and placing fire extinguishers. There are four types of household extinguishers:

### Extinguisher Rating – Intended Use

**Type A** – for use on fires involving combustible materials such as wood, cloth and paper

**Type B** - for use on flammable liquid fires, including kitchen grease. Never use water on this type of fire!

**Type C** – for use in fires involving energized electrical equipment.

**Type ABC** – works on all three kinds of fires listed above.

The manufacturer's use and care booklet provides guidance on the type and size of fire with which your extinguisher may be used. The booklet also provides tips on how to properly use and maintain your extinguisher.

Here are some basic rules to keep in mind when dealing with household fire extinguishers:

- If a fire breaks out, your first step is to call the fire department and get everyone out of the home. If the fire is not spreading and is confined to a small area, use the appropriate type of extinguisher for the fire. Know both your limits and the fire extinguisher's limits.
- Periodically inspect your extinguishers to determine if they need to be recharged or replaced. Extinguishers need to be recharged or replaced after each use – even if you haven't used all the extinguishing agent.
- When using a portable extinguisher, keep your back to an unobstructed exit that is free from fire.
- Check the manufacturer's instructions for operating guidelines, including proper distance between the extinguisher and fire. Always aim at the base of the fire.

### Fire hose cabinets and extinguishers

Fire hose cabinets are strategically located, equipped with 100 ft. of hose and a nozzle. Each cabinet is also equipped with a fire extinguisher. Additional fire extinguishers may be found in mechanical areas.

### Standby power – emergency generator

The building is provided with emergency stand-by power in the event of an electrical power loss. During an emergency, emergency lighting, fire alarm and detection systems, sprinkler, fire pumps, stair and elevator pressurization systems go into effect. The building air handling system automatically shuts down when a fire alarm signal sounds.

### Elevators

All elevators will be brought to the ground floor lobby level automatically. Elevators will stop on the second floor if a fire alarm is activated on the ground floor. One elevator will remain operational for use by the fire department.

## 4.05 SPECIAL EVACUATION PROCEDURES

The Fire Department requires that the Concierge have readily available a list of handicapped Residents or any Resident requiring assistance to evacuate the building. This list enables Fire Fighters to attend to persons with mobility issues or special needs without delay in the event of an emergency.

It is crucial to keep this list accurate and up-to-date. Therefore, if there are any residents with mobility issues or special needs within your home requiring assistance in case of an emergency, please contact Property Management Office to advise and complete the appropriate form included in the Appendix to this guide. \*\*\* (to be drafted)

## 4.06 EMERGENCY SERVICE REQUESTS

A true emergency exists when you are physically unable to occupy your home. They are most often a result of one of the following:

- Total loss of heat
- Total loss of water
- Total loss of electrical power
- Fire \*discussed above
- Flood

In the event of an emergency (water, electrical or heating) we recommend you do the following:

- Determine the problem
- Call the Concierge/Security  
(416 239-2286)

*Emergency Service is your version of a 911 call. It is to be treated with the same sense of urgency and sensitivity.*

## 5 INSURANCE

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### 5.01 HOW IT AFFECTS CONDOMINIUM OWNERS

*Condominium insurance is one of the least understood facts of condominium living. Like all condominium matters, insurance comes in two sections (taken from ACMO Condominium Manager, No. 1 1985, various miscellaneous Articles, the Condominium Act and TSCC 1723 Declaration):*

1. Common element insurance, and
2. Unit owner insurance

### 5.02 BUILDING INSURANCE

The corporation's insurance (Master Policy) covers full replacement value of the units and common elements. Improvements, betterments, items not covered under the Standard Unit By-Law or personal property of the owner are excluded from the policy. (Improvements and/or betterments are upgraded items to a home, at an additional cost – such as carpet, appliances, cabinets, etc.) Your Standard Unit by-law lists items covered under the Corporation's Insurance.

### 5.03 HOMEOWNER INSURANCE

We recommend that all owners obtain at least minimum insurance coverage as follows: \$1,000,000 liability insurance, contents insurance, betterments and improvements insurance, loss assessment and contingency insurance.

If you are renting your suite, we suggest that you obtain coverage to cover your contents, liability, appliances, betterments and improvements. A tenant is responsible for obtaining a specific tenant insurance package.

The Corporation's policy is that the individual homeowner is responsible for the Corporation's deductible. Should the claim be below the deductible amount, the owner is responsible for the entire cost. There is a contingency policy available which covers the Corporation's deductible. Kindly speak to your insurance broker to confirm that your coverage is a condominium policy.

We suggest that after settling in, you take an inventory of all your contents. (Visual demonstration of the items is preferable to verify lost items' values).

We would like to advise you that as a result of the Condominium's security, fire alarm system and 24-hour Concierge, some insurance companies offer discounts. Property Management would be pleased to provide you with a copy of this letter for your convenience, which you are able to submit to your insurance company.

## 6 RULES AND REGULATIONS

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### 6.01 TSCC 1723 (May 9, 2011)

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, decoration or painting of any kind shall be made to any portion of the common elements, without the prior written approval of the board.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garbage disposal, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Corporation. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
3. Save as otherwise hereinafter provided with respect to the election advertising posters, no sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
4. No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
5. No awnings, shades or shutters shall be erected over and/or outside of any windows, patios and/or balconies areas, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings, which form part of the common elements without the prior written consent of the board.
6. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
7. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
8. Nothing shall be placed on the outside of window sills or projections, nor upon any patio and/or balcony railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios and/or balconies areas, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies areas, nor from any other portion of the common elements.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage into designated recycling bins located within the designated garbage room/drop-off area(s) situated on levels I or A in this Condominium.
10. No one shall create or permit the creation or continuation of any noise or nuisance, which in the opinion of the board or the manager, may, or does, disturb the comfort or quiet enjoyment of the units or common elements by other owners.

11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, driveways and fire routes used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15.
  - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents, visitors or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears;)
  - b) Only an automobile, motorcycle, station wagon, mini-van or truck, not exceeding 1.9 metres in height, shall be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area; and
  - c) The motor vehicles of visitors may be parked only in those parking spaces clearly marked or designated for visitors. The vehicles of owners and/or residents, which are parked in the visitors' parking areas, will be tagged and/or towed away at the owner's or resident's expense. Visitors must obtain a visitor parking permit from the Condominium's concierge security personnel, in order to be allowed to park between the hours of 2:00 a.m. and 7:00 a.m., failing which the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner. The vehicles of owners and/or residents which are parked in the visitors parking areas will also be tagged and/or towed away at the expense of the respective owner or resident (as the case may be).
16. Save and except for the communication control unit (designated as Unit 1 on Level 22) and the exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or appurtenances thereto) shall be installed within any unit or common element area.
18.
  - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's property manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
  - b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work installed on or within the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Condominium's property manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter boxes located within any outdoor balcony, patio and/or balcony area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
  - c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor balcony, patio or terrace area (nor anywhere else with the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the board or the Corporation's property manager from time to time; and
  - d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor balcony, patio or

terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefore approved by the board or the Corporation's property manager from time to time.

19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Condominium's property manager) which is placed, stored and/or used solely within the outdoor patio and/or balcony area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor patio and/or balcony area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the board of the Condominium's property manager, within such patio and/or balcony area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony area.
20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
  - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
  - (iii) one or more turtles that are kept in an enclosed container at all times;
  - (iv) an aquarium of goldfish and/or tropical fish; and
  - (v) a dog or a cat (excluding pitbulls, dobermans, mastiffs, rottweilers, and any other similar breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs") that are sufficiently small in both weight and size such that same can be easily lifted and carried throughout all portions of the common elements by the dog's or cat's owner (whenever such pet is being transported to and from such owner's dwelling unit).
- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be carried by their respective owners whenever same are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 a.m. and 9:00 p.m., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through

the window(s) of any dwelling unit, or displayed within (or affixed to) any portion of the non-exclusive use common elements. No election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.

25. All costs and damages incurred by the Corporation as a result of a breach of the rules committed by any owner, or by anyone residing within (or visiting) the owner's unit (and for whose actions the owner of the unit may be responsible or liable at law) shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.
26. **Rules Regarding Violence, Discrimination and Harassment**
  - a) No one shall act in a manner that is deemed by the Board or management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any board members, management, employees, agents, invitees or contractors of the corporation or management, owners or residents or guests of residents.
  - b) No one shall interfere with, hinder or impede the Board, management or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation's declaration, by-laws and rules or any agreement to which the Corporation is a party.
  - c) Any and all losses, costs or damages, including all legal fees, disbursements and taxes, incurred by the Corporation by reason of a breach of the above rules by any owner and/or resident of the Corporation, or any person for whom the owner and/or resident is responsible, shall be borne and/or paid for by the owner and/or resident and may be fully recovered by the Corporation against the owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in Section 134 of the Act).
  - d) Should the Corporation use the oppression remedy against an owner or resident of the Corporation as provided for in Section 135 of the Act to protect the Corporation, its agents and employees and other owners and residents, it shall constitute enforcement under the Act as if it was an enforcement proceeding under Section 134 of the Act.
  - e) The Corporation has adopted a Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy, which is attached hereto as Appendix "A". All persons attending at the Corporation shall comply with the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy.

Please note: Most recent changes are highlighted in bold.



## 6.02 ESSEX CLUB RECREATION CENTRE

### 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 to use and enjoy all of the recreational facilities and amenities intended to be shared by the owners, residents, tenants and invitees of Essex - Phase 1 municipally located at 5229 Dundas Street West, Toronto (the "Phase I Condominium") and the owners, residents, tenants and invitees of dwelling units in the condominium being developed by The Essex 2 Inc. on the lands to the west of the Phase I Condominium and municipally located as 5233 Dundas Street West, Toronto (the "Phase II Condominium"), with all of such recreational facilities and amenities, including any equipment contained therein or utilized in connection therewith, being hereinafter collectively referred to as the "**Essex Club**".

Like every community, the Essex Club must have rules and regulations to govern the conduct and affairs of its members or users, and these rules are a reflection of the mutual cooperation, consideration and respect that should be shown by each member or user to his or her neighbours. The Essex Inc. and The Essex 2 Inc. (the "**Two Declarants**") have established a set of rules governing the use and operation of the Essex Club for adherence by the owners, residents, tenants and invitees of the Phase I Condominium and the Phase II Condominium (hereinafter collectively referred to as the "**Two Condominiums**"). Once ownership of the Essex Club has been formally transferred by the Two Declarants to the Two Condominiums, then a committee will be formed (hereinafter referred to as the "**Two-Way Shared Facilities Committee**") comprised of an equal number of members or representatives appointed by each of the boards of directors of the Two Condominiums, and the Two-Way Shared Facilities Committee will be empowered to make additional rules respecting the use and operation of the recreational facilities and amenities in order to promote and foster the safety, security and welfare of the members and users of the Essex Club.

The rules initially adopted and imposed by the Two Declarants are rather comprehensive. While there is no intention to burden members and users of the Essex Club with a multitude of overly-detailed and incomprehensible duties and obligations that are difficult to remember and enforce, it is nevertheless felt that the enclosed rules are logical (and for the most part, a matter of common sense), and have been designed to enhance the condominium lifestyle concept. Accordingly, you are urged to familiarize yourself with the rules of the Essex Club annexed hereto, and to communicate same to members of your family, your tenants and/or guests intending to use the recreational facilities and amenities that your condominium enjoys. A working knowledge of these rules will ensure that the Essex Club is a pleasant and safe complex that offers the optimum of enjoyment and maximum usage of its facilities.

Finally, please keep in mind that the following rules are intended to be read and construed with all changes in gender and/or number as may be required by the context.

### DEFINITIONS

In addition to the defined terms otherwise noted herein, the following words, terms and/or phrases shall have the meanings set out below:

#### **The Act:**

Shall mean the Condominium Act, 1998, S.O. 1998, as amended (the "**Act**"). For the purposes of clarity, the use of any words, terms or phrases defined in the Act shall have the same meaning respectively ascribed to them in the Act whenever same are used or referred to in these rules.

#### **Board or Board of Directors:**

Shall mean the board of directors of the Phase I Condominium and/or the Phase II Condominium (as the context may require), elected pursuant to the provisions of the Act.

#### **Guest:**

Shall mean any invitee, licensee, employee, agent and/or contractor of any owner or tenant of a dwelling unit within either of the Two Condominiums, provided such owner or tenant resides within (and is the current occupant of) such dwelling unit.

#### **Manager:**

Shall mean the property management company retained by the Two Declarants to manage the operation of the Essex Club, together with its agents, employees or licensees, as the context may require.

#### **Owner:**

Owner shall mean the registered owner of a dwelling unit within either of the Two Condominiums.

**Two-Way Shared Facilities Agreement:**

Shall mean the agreement entered into between the Two Declarants and the Phase I Condominium (with The Essex 2 Inc. having entered into same for and on behalf of the Phase II Condominium), pertaining to the mutual use and enjoyment of (as well as the cost of maintaining and repairing) the Essex Club, as well as any counterpart agreement or other agreement supplementing same.

**Recreation Facilities:**

Shall mean the Essex Club, comprising the indoor recreation centre designated as unit 91 on level A in the Phase I Condominium (hereinafter referred to as the "**Phase I Recreation Centre**"), and the indoor recreation centre to be designated as a unit in the Phase II Condominium once same is registered (hereinafter referred to as the "**Phase II Recreation Centre**"), together with all rooms, facilities, equipment and/or appurtenances thereto which are contained within any of the foregoing units or used in connection therewith.

**Resident:**

Shall mean an Owner or Tenant (as hereinafter defined) who resides within (and is the current occupant of) a dwelling unit within either of the Two Condominiums.

**Tenant:**

Shall mean any lessee(s) of a dwelling unit within either of the Two Condominiums.

**RECREATION FACILITIES**

**Recreation Centre Units:**

1. Residents are required to wear shoes, together with a shirt or robe, while using the Recreation Facilities (e.g. while using the gymnasium or the fitness centre and while walking throughout the Essex Club).
2. Each Resident must accompany his or her Guest in the Essex Club at all times.
3. Each Resident is responsible for ensuring that his or her Guest is fully aware of all rules and regulations.
4. Children under the age of 16 are not permitted to use the Recreation Facilities without the supervision of a Resident adult.
5. Radio or tape recorders (except the use of personal stereo equipment with headphones at a volume such that same is not audible to others) are not allowed in the Essex Club.
6. Pets will not be allowed in the Essex Club at any time.
7. The use of the Recreation Facilities may be restricted during any organized activities of either of the Two Condominiums and/or the Declarant.
8. Smoking is not allowed in the Essex Club.
9. Food and beverages shall only be allowed in designated areas of the Essex Club.
10. The cost of any damage to any of the Recreation Facilities by a Resident and/or Guest will be borne by (and be the sole responsibility of) the Resident.
11. Boisterous behaviour of any sort, including yelling, running or rowdyism and other general forms of misconduct are not permitted within the Recreation Facilities at any time, and any person who commits same may be ejected from the Recreation Facilities by the Manager. The Manager shall have the unfettered discretion to determine what constitutes "boisterous behaviour".
12. The maximum number of people using or enjoying the Essex Club at any one time shall not exceed the capacity allowed by the relevant regulations contained within the Ontario Fire Code, and any regulations promulgated pursuant thereto as well as any other present or future legislation or regulations restricting the number of persons allowed to be present within the Essex Club at any one time. The maximum number of people permitted in any room situate within the Recreation Centre Unit shall be in accordance with the sign posted in such room, with the sign stating the maximum capacity of the room in accordance with the local fire authority's regulations.
13. The Recreation Facilities shall be used in strict accordance with any sign(s) posted setting out permitted uses. In addition, all Residents and Guests shall use the Recreation Facilities at their own risk, on the express understanding that the Two Condominiums, their respective Boards and the Manager hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using (or travelling through) the Essex Club, whether as a result of any negligence or otherwise,

and each of the Two Condominiums, their respective Boards and the Manager shall be fully indemnified and saved harmless with respect to (and be released from) any loss, costs, damage and/or liability whatsoever arising or incurred in connection with any injury or damage to persons or property occasioned by the use of the Recreation Facilities by any Resident(s) and/or Guest(s).

**Enforcement of Club Rules:**

1. The rules of the Essex Club shall be enforced in accordance with the terms of the Act, the respective declarations of each of the Two Condominiums, and the Two-Way Shared Facilities Agreement, and upon such further terms as the Manager or the Two-Way Shared Facilities Committee may deem advisable, in their sole and unfettered discretion, from time to time.
2. In addition to any other powers regarding the enforcement of the rules herein set forth which the Manager or the Two-Way Shared Facilities Committee may have by virtue of the Act, the respective declarations of the Two Condominiums/and/or the Two-Way Shared Facilities Agreement, the following enforcement regime shall prevail unless the breach or contravention of any rule creates an emergency situation, or in the opinion of the Manager or the Two-Way Shared Facilities Committee, a more expedient remedial approach is required, namely:
  - a. The offending or responsible Resident shall be notified in writing with respect to the first breach or offence (by the Manager and/or by the Two-Way Shared Facilities Committee, and shall be given 14 days within which to rectify the violation or to signify the Resident's willingness to comply with the rules in the future; and
  - b. Upon the second breach or offence, the offending or responsible Resident shall be given written notice thereof and shall be required to signify to the Manager and/or the Two-Way Shared Facilities Committee in writing, within two days after the Resident's receipt of the aforesaid notice, that the Resident shall comply with the rules in the future; and
  - c. Upon the third breach or offence, and with respect to any further breaches or offences committed by the offending or responsible Resident, the Manager and/or the Two-Way Shared Facilities Committee may order the Resident to provide a security deposit to ensure future compliance with the rules by such Resident and/or his or her Guest, and said security deposit will be subject to forfeiture in the event that any further breach or contravention of the rules is occasioned by such Resident and/or his or her Guest.
3. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 30 days of demand therefore, such monies shall be deemed to be common expenses payable by such Owner and the condominium corporation in which such Owner resides shall be permitted to place a lien on title to the Owner's units in order to enforce payment of such monies.

*Rules for each recreation centre amenity are posted on each of the room walls and are available on the Essex Website <http://www.theessex.ca/>*

## 7 - APPENDIX

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- 7.01 Access Service Information
- 7.02 Registering request for special assistance during Fire Emergency
- 7.03 Climate Control at the Essex
- 7.04 Workplace Violence, Discrimination & Harassment Prevention Policy
- 7.05 Recycling Program

## 7.01 Access Service

The practice of opening suite doors because of lost or misplaced keys is contrary to the Declarations of TSCC#1577 and TSCC#1723. There are valid reasons for a person authorized by the Corporations to gain entry to a suite, however opening suite doors for resident(s) who have lost or misplaced their key is not one of them.

Such a courtesy service of opening a resident's suite entry door when asked by a resident who finds them self without their key would obviously be most convenient. However we are warned by our legal advisers that such a service carries with it an unacceptable personal safety risk for other residents of the suite in question and an equally unacceptable liability risk for the Corporation. For example, there is the potential of the Corporation unwittingly becoming a party or an accessory to an altercation or domestic disturbance.

There is also the potential for the person authorized by the Corporation to unlock the door to also become involved in some way that puts him/her at risk as well. All companies that contract with condominium corporations make it a condition of the contract that their personnel will not open suite doors under these conditions just because of this unwarranted risk to them.

For these reasons, the Corporations have no intention of changing their Declarations to allow such a service in the future.

Should a resident have the misfortune to be locked out of their suite, we suggest the following options (just as if you are living in a house) for your consideration:

1. Keep a spare copy of your suite key with a highly trustworthy friend, relative or neighbour, and obtain your key from that person, or
2. Call a locksmith, justify the legitimacy of your condition and have them open your door. The Concierge will be pleased to assist you by giving you the phone number for you to make the arrangements.

However, please keep in mind that if you intend to exercise this option and it entails the changing or re-keying of any door lock, you must first obtain the written consent of the Board and comply with all other requirements set out in the pertinent subsection of the Declaration.

## 7.02 REGISTERING REQUEST FOR SPECIAL ASSISTANCE DURING FIRE EMERGENCY

Please inform the management office if you require special assistance during a fire, or other, emergency. You might require special assistance if you have any of the following:

- a heart condition
- hearing disability
- impaired vision
- difficulty walking
- others

You can reach the management office at 416-239-9786 or by email at [Essex@delcondo.com](mailto:Essex@delcondo.com).

Or go to [http://www.theessex.ca/form\\_dis.htm](http://www.theessex.ca/form_dis.htm) and enter the information in the online form.

## 7.03 CLIMATE CONTROL AT THE ESSEX

### How does the Fan Coil Unit(s) in your suite work

The built in vertical fan coil unit(s) in your suite is your source of heating and cooling. Heated and cooled air is produced through the circulation of hot and cold water in the piping loop contained within the fan coil unit. The fan coil motor blows air across this piping loop to produce either warmed or cooled air. In the Cooling Season, chilled water is produced and circulated to your unit, and in the Heating season, hot water is circulated to your unit.

A supplementary electric heating element within the vertical fan coil unit does add some measure of flexibility and control over individual suite temperature. This electric heating element activates automatically during the cooling season in the event a minimal amount of heating is required as indicated by your thermostat setting.

### Switching between heating and cooling

To switch between heating and cooling is a process that must be schedule twice a year. In the Fall, the Board has directed the Property Manager to be guided by the occurrence of three consecutive days of outside temperature highs at 10 degrees Celsius or less and lows at 5 degrees Celsius or less to arrange for the maintenance company to end the air cooling season by shutting off the chilled water supply, allow the specified time for the water in the system to reach ambient temperature, before turning on the boilers and sending heated water through the same set of circulating pipes to your unit. In the Spring, the same process is reversed. Sometimes, outdoor temperatures fluctuate significantly on a daily basis, making the decision to switch climate modes somewhat tricky.

The direction your suite faces also affects your comfort during the transition period. If you live on the easterly side, you do not experience the afternoon sun that can have a significant heating effect experienced on the westerly side of the building, especially if you do not close your window coverings.

### Temperature control in your suite

Each vertical fan coil unit is equipped with a Digital Fan-Coil Thermostat designed to provide your home with reliable and precise temperature control. See figure to the right.

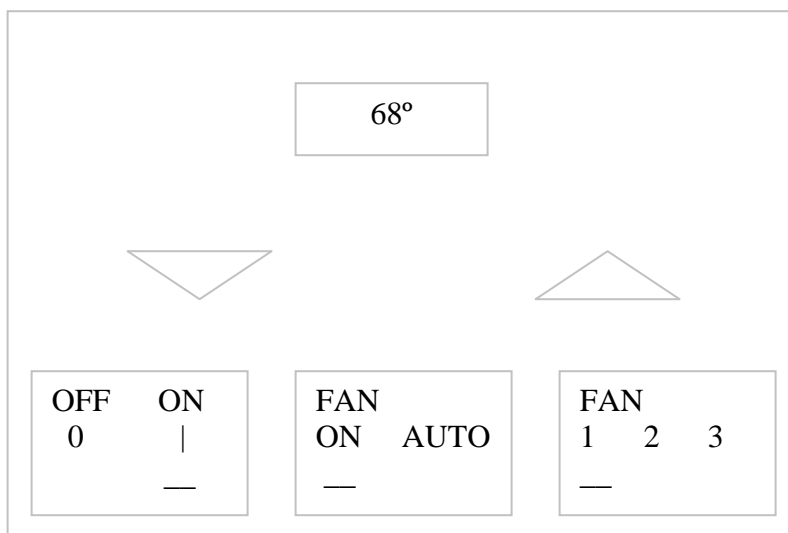
If your thermostat is turned ON, the current temperature in your suite is shown in the centre top digital display.


When the system switch is set to OFF, power is removed from the thermostat and the display will go blank. The thermostat will reboot when power is restored with the ON/OFF switch.

Turn the thermostat ON or OFF, using the lever switch at the bottom left of the thermostat.

The FAN can be set to three different speeds, 1 = LOW, 2 = MEDIUM and 3 = HIGH, using the lever switch at the bottom right of the thermostat. To help to create an even temperature throughout your unit, the fan can be run continually at 1 (LOW) speed, providing constant air circulation

The temperature can be adjusted to a higher or lower setting by using the push buttons directly below the digital temperature display window.



For a lower temperature setting, press the  button repeatedly until you are satisfied.

For a higher temperature setting, press the  button repeatedly until you are satisfied.

### How the fan coil responds to temperature settings

The fan coil is equipped with two water temperature sensors that detect whether hot or cold water is being circulated through the building system to the fan coil intake valve.

In the heating season, when hot water is present, the fan coil intake valve is opened to allow hot water to circulate through the fan coil to raise the suite temperature as requested by a higher thermostat temperature setting. And, the intake valve is closed to prevent hot water to flow through the fan coil thus allowing the suite to cool.

In the cooling season, when cold water is present, the fan coil valve is opened to allow cold water to circulate through the fan coil to lower the temperature as requested by a lower thermostat temperature setting. And, the intake valve is closed to prevent cold water to flow through the fan coil, allowing the suite to warm up. In addition, the supplementary heating element is turned on to assist the warming process somewhat.

These actions are summarized in the following table:

<i>SEASON</i>	THERMOSTAT SETTING	FANCOIL WATER INTAKE VALVE ACTION	SUPPLEMENTARY ELECTRIC HEATING ELEMENT
Heating Season – Building HOT water circulating to fan coil unit intake valve	HIGHER than current temperature	OPENS – allowing HOT water to circulate through the fan coil	OFF
	LOWER than current temperature	CLOSES – preventing HOT water to circulate through the fan coil	OFF
Cooling Season – Building COLD water circulating to fan coil unit intake valve	HIGHER than current temperature	CLOSES – preventing COLD water to circulate through the fan coil	ON
	LOWER than current temperature	OPENS – allowing COLD water to circulate through the fan coil	OFF

### REGULAR MAINTENANCE

NOTE: A QUALIFIED PROFESSIONAL MUST CARRY OUT ANY WORK INVOLVING REMOVAL OF THE INLET GRILL. THE EXPOSURE TO LIVE ELECTRICAL AND ROTATING PARTS IS HIGHLY DANGEROUS. The master power switch under the fan coil cover should be turned to OFF before any attempt to remove the inlet grill.

Maintenance and repair of the fan coil unit(s) in your suite is the Homeowner's responsibility, but the work must be arranged by the Corporation (through the Property Manager) to ensure the integrity of the building plumbing system.

To ensure the following two maintenance items, for which the Homeowner is responsible, are done a minimum of once a year for every fan coil unit in the building, the corporation has decided to arrange this process for all units and build the cost into the annual maintenance fee. Consideration is being given to doing this general procedure twice a year.

#### Key maintenance items:

1. **Filter check.** The dust filter, mounted behind the inlet grill, should be checked at least once a month and replaced if dirty (the filter should be replaced at a minimum, every six months). A clogged filter resulting from lack of maintenance restricts the flow of air and consequently the efficiency of the fan coil unit. Between the annual service event, replacement filters are available for purchase (personal check only) at the Concierge desk.
2. **Drain Pan Check.** With the return air grill off, remove the two screws at the bottom of the return baffle, this panel can be raised to expose the fan and motor assembly, drain pan and coil. While the inlet grill is removed, check the drain pan at the base of the coil and remove any dirt or debris that may have collected there. Ensure that the drain spout is clear and that the plastic drain hose from the pan is not kinked or obstructed.

### SERVICE AND REPLACEMENT PARTS

If you have a concern that the fan coil unit is not operating properly, contact the Property Manager, who will help you diagnose whether a repair technician needs to be called, and will make the call when necessary.

If required, standard replacements are available from the manufacturer or other suppliers. As part of the process, the Property Manager will work with the technician to ensure the specify unit size, serial number and the part number, and a complete description of the part is provided.

Any costs related to the service call, repairs or replacement parts will be billed to the Homeowner.



## KEEPING THE AIR IN YOUR SUITE HEALTHY

Moulds (germs) are members of the fungi family and occur naturally within our environment. However, they can cause even healthy people to suffer runny noses, eye irritations, headaches and many other symptoms.

Our greatest concern for moulds invading here at the Essex is through the air-conditioning system fan coil units. Chilled water coils are not very efficient at removing all the water vapour from the air. This higher humidity creates a perfect environment for mould to grow.

**The Essex 2 board decided some time ago to ensure that all fan coil filters get changed once a year along with an annual professional inspection and cleaning.** The cost of the annual program is included in your maintenance fees.

We recommend that you change filters on your own more frequently for even better air quality. Replacement filters are available from the Concierge at a cost of \$5 per filter (personal check only, not cash).

More ways to help are running your fans when cooking or showering and reporting any leaks to the Property Manager.

The bacteria that causes Legionnaires disease is present in man made and natural water environments. Transmission occurs when water containing the organism becomes airborne and is inhaled. Some potential trouble spots are in your own suite. Small amounts of water can sit in showerheads and faucets. Clean your shower head and the faucet aerators of all of your sinks regularly to reduce the risk.

Potential areas of concern within the common elements include the fountain, the spa and the building cooling tower.

The Essex engages the services of a qualified water specialist to oversee the cooling towers maintenance program. Regular treatment and maintenance programs are also in place for the pool, whirlpool and fountain.

Together we can keep the Essex community a healthy place to live.

## 7.04 WORKPLACE VIOLENCE, DISCRIMINATION & HARASSMENT PREVENTION POLICY

### A. WORKPLACE VIOLENCE PREVENTION POLICY

#### 1. Statement of Policy

Toronto Standard Condominium Corporation No. 1723 is comprised of 314 Dwelling Units, located at 5233 Dundas Street West, Toronto, Ontario and is committed to the prevention of workplace violence and is ultimately responsible for the health and safety of all workers within its facilities. This includes the health and safety of the Corporation's employees and the employees of companies that provide services to the Corporation. Toronto Standard Condominium Corporation No. 1723 will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

#### 2. Definitions

Workplace violence is defined to be:

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the worker.

#### 3. Application of Policy

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all persons who may be in any workplace Toronto Standard Condominium Corporation No. 1723. This includes the Corporation's employees, employees of other companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. A workplace of the Corporation is any place at which workers of the Corporation work, including the units, common elements, as well as any shared facilities. Everyone in the workplace must be dedicated to preventing workplace violence. The management team, board members of self managed corporations, supervisors and all other workers are expected to uphold this policy and will be held accountable by the Corporation for doing so.

#### 4. Workplace Violence Prevention Program

Toronto Standard Condominium Corporation No. 1723 has developed a Workplace Violence Prevention Program that implements this Workplace Violence Prevention Policy. It includes:

- a) an assessment of the risk of workplace violence;
- b) measures and procedures to protect workers from workplace violence;
- c) a means of summoning immediate assistance in the event of a violent or potentially violent incident;
- d) a process for workers to report incidents or raise concerns of workplace violence;
- e) a process for investigating incidents of workplace violence; and
- f) periodic reassessment of Toronto Standard Condominium Corporation No. 1723's Workplace Violence Prevention Policy and Workplace Violence Prevention Program.

Toronto Standard Condominium Corporation No. 1723 will ensure that this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them and their co-workers from violence in the workplace.

#### 5. Responsibility

All workers will adhere to this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. The management team, board members of self managed corporations and supervisors, if any, are responsible for ensuring that the measures and procedures set out in the Workplace Violence Prevention Program are followed by workers and that workers have the information they need to protect themselves and their co-workers from workplace violence.

Every worker must work in compliance with this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. All workers are encouraged to raise any concerns about workplace violence and are required to report any violent incidents or threats of violence.

## B. WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY

### 1. Statement of Policy

Toronto Standard Condominium Corporation No. 1723 recognizes the dignity and worth of all persons and to that end believes in providing and maintaining a work environment in which all employees of Toronto Standard Condominium Corporation No. 1723 and employees of companies providing services to Toronto Standard Condominium Corporation No. 1723, owners, residents, guests and visitors are free from workplace harassment.

### 2. Prohibited Discrimination and Harassment

First, the *Human Rights Code* provides that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability (the "prohibited grounds"). This provision means that there is a prohibition on any form of discrimination based upon a prohibited ground, save and except for differential treatment of a person that is for a reasonable and legitimate purpose (e.g. *bona fide* occupational requirement). Any form of wrongful discrimination is therefore prohibited including, but not limited to, the harassment of a person on the basis of one of the prohibited grounds.

Second, the *Human Rights Code* provides that every person who is an employee has a right to be free from harassment in the workplace because of sex by his or her employer or an agent of the employer or by another employee. The *Human Rights Code* also provides that every person has the right to be free from a sexual solicitation or advance made by a person in a position to grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that the solicitation or advance is unwelcome. The *Human Rights Code* also provides that every person has a right to be free from any reprisal or threat of reprisal for the rejection of any such sexual solicitation or advance. Third, the *Occupational Health and Safety Act* prohibits any form of workplace harassment. It is not limited to harassment based upon prohibited grounds. It is a broader prohibition of harassment than that contained in the *Human Rights Code*.

### 3. Definitions

In order to understand the scope of this policy, it is necessary to set out the definitions of certain terms.

- a) "Workplace" for the Corporation's purposes means any place in Toronto Standard Condominium Corporation No. 1723 or shared facilities, if any, where work-related activities are conducted.
- b) "Harassment" means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. It includes unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of:
  - I. creating an intimidating, hostile or offensive work environment;
  - II. interfering with an individual's work performance;
  - III. adversely affecting an individual's employment relationship; and/or
  - IV. denying an individual dignity and respect.

Harassment may result from one incident or a series of incidents. It may be directed at a specific individual or group. Examples of harassment, or discriminatory conduct which may constitute workplace harassment, include, but are not limited to:

- i. humiliating an employee of the Corporation or another employer's worker, in front of co-workers, owners, residents, visitors, guests or another employer's workers;
- ii. the making of any work-related decision (including matters of hiring, promotion, compensation, work assignments, evaluations, training or job security) on the basis of any of the prohibited grounds rather than on the basis of merit;
- iii. comments which are intended, or that ought reasonably to be known, to promote stereotyping of a person or persons on any of the prohibited grounds;
- iv. jokes or comments which draw attention, for example, to a person's disability, age, ethnic, racial, or religious background or affiliation or which draw attention to a person's gender or sexual orientation with the effect of undermining such a person's role in a professional or business environment or that by their nature are known or ought reasonably to be known to be embarrassing or offensive;

- v. derogatory remarks, verbal abuse or threats directed towards members of one gender or regarding the sexual orientation of an individual or individuals or with respect to the ethnic, racial or religious background or affiliation of an individual or group; and/or
- vi. bullying.

- (c) "Sexual Harassment" is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to:
- i. any unwelcome sexual advances (oral, written or physical);
  - ii. requests for sexual favours;
  - iii. unwelcome sexual or gender related comments, innuendoes, remarks, jokes or taunts;
  - iv. unnecessary physical contact such as patting, touching, pinching or hitting;
  - v. displays of sexually degrading, offensive or derogatory material such as graffiti or pictures;
  - vi. physical or sexual assault;
  - vii. propositions of physical intimacy;
  - viii. bragging about sexual prowess;
  - ix. leering or inappropriate staring;
  - x. inquiries or comments about a person's sex life or sexual behaviour; and/or sexual jokes or stories causing embarrassment or offence, that are told or carried out after the person telling the story or joke has been advised that they are embarrassing or offensive or that by their very nature are known or ought reasonably to be known to be embarrassing or offensive.

#### 4. Application of Policy

This policy applies to all employees of Toronto Standard Condominium Corporation No. 1723 and employees of companies that provide services to Toronto Standard Condominium Corporation No. 1723, visitors, guests, current and prospective unit owners and residents. This policy covers all forms of discrimination or harassment prohibited under the *Human Rights Code* and the *Occupational Health and Safety Act*. This policy applies not only during working time, but to and during any activities on or off the premises of Toronto Standard Condominium Corporation No. 1723 that could reasonably be associated with the workplace including work related social events.

#### 5. Workplace Discrimination and Harassment Prevention Program

In order to implement this Workplace Discrimination and Harassment Prevention Policy, Toronto Standard Condominium Corporation No. 1723 has developed the following Workplace Discrimination and Harassment Prevention Program. That Program, as more fully set out in the Program documents:

- a) includes measures and procedures for workers to report incidents of workplace discrimination or harassment;
- b) sets out how Toronto Standard Condominium Corporation No. 1723 will investigate and deal with incidents and complaints of workplace discrimination and harassment; and
- c) sets out the information, instruction and training that will be provided to all the workers of Toronto Standard Condominium Corporation No. 1723 with respect to this policy and the supporting Workplace Discrimination and Harassment Prevention Program.

#### 6. Responsibility

All workers are responsible for ensuring that discrimination and harassment are not tolerated in the workplace. All workers when they become aware of any allegations or complaints of workplace discrimination or harassment are requested to promptly report those allegations or complaints to a manager, a supervisor, or other person as may be appropriate. The management team, board members of self-managed corporations and supervisors are responsible for providing a work environment that is free from workplace discrimination and harassment. This responsibility includes actively promoting a positive, harassment and discrimination free, work environment.

#### 7. Investigations of Discrimination or Harassment

All complaints, reports or allegations, formal and informal, of workplace discrimination and harassment will be investigated in accordance with the Workplace Discrimination and Harassment Prevention Program of Toronto Standard Condominium Corporation No. 1723.

### C. GENERAL

#### 8. Consequences

Toronto Standard Condominium Corporation No. 1723, if the violator is an employee of the Corporation, has the sole responsibility and authority to determine the appropriate disciplinary action, if any, for a violation of the Workplace Violence Prevention Policy and/or the Workplace Discrimination and Harassment Prevention Policy. Disciplinary action for violations of these policies will take into consideration the nature and impact of the violation, and may include

discipline from a verbal or written reprimand to termination of employment without notice or compensation. If the violator works for one of the Corporation's suppliers, Toronto Standard Condominium Corporation No. 1723 may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to Toronto Standard Condominium Corporation No. 1723 on behalf of the supplier or may require the supplier to provide its goods/services via another employee or both. If the violator is a resident, guest or visitor, Toronto Standard Condominium Corporation No. 1723 may pursue any and all legal remedies necessary to protect workers from further harm, which may include the involvement of police, a cease and desist order and/or a restraining order. If any work is required to be performed by Toronto Standard Condominium Corporation No. 1723 in a unit where a violator resides, Toronto Standard Condominium Corporation No. 1723 may prohibit such violator from being present in the unit while such work or repairs is being completed.

Deliberate false accusations of workplace violence, discrimination or harassment are of an equally serious nature and will also result in disciplinary action up to and including termination of employment without notice or compensation. An unproven allegation of violence, discrimination or harassment does not mean that violence, harassment or discrimination did not occur or that there was a deliberate false allegation. It may simply mean that there was insufficient evidence to proceed or that even though the complainant may have genuinely believed that there was violence, discrimination or harassment, the investigation has not borne out the complaint.

**9. Reprisals**

Retaliation or reprisals are prohibited against any individual who has complained of workplace violence, discrimination or harassment under these policies, or has provided information regarding such a complaint. Any such retaliation or reprisal is subject to disciplinary action, up to and including termination of employment without notice or compensation. If a complaint is made against one of the Toronto Standard Condominium Corporation No. 1723's suppliers and the supplier retaliates against the complainant, Toronto Standard Condominium Corporation No. 1723 may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to Toronto Standard Condominium Corporation No. 1723 on behalf of the supplier, or may require that goods/services are provided through a different employee or both. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

**10. Confidentiality**

Toronto Standard Condominium Corporation No. 1723 recognizes that individuals may find it difficult to come forward with a complaint under this policy because of concerns of confidentiality. Therefore, all complaints concerning workplace violence or discrimination or harassment, as well as the names of parties involved, shall, to the degree possible, be treated as confidential. However, the Corporation's obligations, including the obligation to conduct an investigation into the alleged complaint may require limited disclosure. At the conclusion of each complaint process, all related documentation will be maintained for safe-keeping in a confidential manner in the management office or with the President of the Corporation's board of directors if the corporation is self-managed.

**11. Complaints Against Third Parties**

Toronto Standard Condominium Corporation No. 1723 recognizes that a worker may be subject to workplace violence, discrimination or harassment by co-workers, employees of other companies that provide services to Toronto Standard Condominium Corporation No. 1723, current and prospective unit owners and residents, visitors, guests and by others who conduct business with Toronto Standard Condominium Corporation No. 1723. A worker who believes that he or she has been subjected to discrimination or harassment by a person who does not work for Toronto Standard Condominium Corporation No. 1723 may seek the advice of the management team or board members of self-managed corporations who will take whatever action is practicable and appropriate in the circumstances. The Corporation's board of directors intends to pass this policy as a rule of Toronto Standard Condominium Corporation No. 1723, so that breaches of the policy by unit owners/tenants/visitors/guests shall be dealt with as a breach of the Corporation's rules.

**12. Commitment**

Toronto Standard Condominium Corporation No. 1723 pledges to investigate and deal with all incidents and complaints of workplace violence, discrimination and/or harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.

## 7.05 RECYCLING PROGRAM

### RE: Recycling Update 2015

Waste management at The Essex has evolved over the years, always with a focus on maximizing the separation of recyclable materials from other waste materials and the diversion of such material away from landfills.

There are regulations in place under Ontario Regulation 103/94 IC&I Separation Programs for Multi-Unit Residential Buildings such as ours that state that programs must be in place to separate *aluminum food and beverage cans, glass food and beverage bottles/jars, newsprint, steel food and beverage cans, and P.E.T plastic bottles for food and beverage, plus other materials collected in the local municipal Blue Box recycling program.*

How these materials are collected and separated is left to the collection entity. Recycling material is sold to private recycling contractors and the funds generated help keep garbage pickup fees down. However, if loads are highly contaminated, they are rejected and end up in landfill and the hauler loses potential revenue. Therefore, it is important that we put only the proper materials in the recycling bins. We fully support the City of Toronto's aggressive goal to ultimately divert 100% of waste materials away from landfill sites. However this aggressive goal will only be achievable through the cooperative efforts of homeowners.

In our early years, we relied on City of Toronto collection services to guide our efforts. In mid 2008, the City established a garbage levy on high rise residential buildings such as ours to encourage reduction of undifferentiated waste - garbage. Unfortunately, aside from the immediate increase in costs, the city pickup service became unacceptably erratic. The Essex successfully contracted with a private hauler, Wasteco at a total waste collection fee substantially lower than the city charge and with better service.

While being subject to the above regulatory regime, our contractor has different recycling collection procedures from the City, so please be guided accordingly by following our guidelines on gathering up your recyclable materials. Over time, Wasteco has been able to simplify waste separation decisions that we as residents need to make every day, while also reducing the contractor's collection costs that ultimately get passed on to us as customers.

For example, more plastics can now be put in our large MIXED RECYCLING bins: Material with Plastics' recycling codes 1, 2, 3, 4, 5, 6, and 7 can now go in the same recycling bin. Previously only codes 1 and 2 were allowed; the others were classed as garbage.

On the next page is an updated [Essex 2 Recycling Guide](#) that summarizes what we hope will be helpful to you in carrying out your waste disposal duties in our building.

**Please use the Tri-sorter on your floor properly to make sure the various SMALL waste materials go in the right bins and **NOTHING ELSE.****

## MIXED RECYCLING

-  **Plastics** 
-  **Tetra paks**
-  **Aluminum and steel cans**
-  **Milk and juice cartons**
-  **Glass bottles**
-  **Office paper**
-  **File folders**
-  **Newspapers / magazines**
-  **Directories**
-  **Windowed envelopes**
-  **Boxboard**
-  **Washroom paper towels**
-  **Paper coffee cups**
-  **No wax paper**
-  **No plastic bags**
-  **No Styrofoam**



**Wasteco.com**



<p>Bring Plastic bags, Batteries and CFL bulbs to the designated small bins in the Recycling Room.</p>	<p>Bring larger garbage items to the rear loading dock area (between the large concrete planters).</p>	<p>Notify the Management Office to arrange for disposal of all hazardous waste, electronics, appliances or other large items.</p>
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