



THE METROPOLE

25 January 2024

Minutes of MTCC 1170 Meeting Number 240125R — Held on 25 January 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, James Louttit, and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

01 Call to Order: Keith Bricknell called the meeting to order at 1853h.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240125R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240125R, as presented.

Marc de Montigny/James Louttit — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240125R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240125R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 231221R, as presented.

Marc de Montigny/Nives Malara — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Fire Alarm Deficiencies: Please refer to Section 11(a) of this Agenda.

(ii) Record Request: Please refer to Section 11(b) of this Agenda.

(iii) Drainpipes: Please refer to Section 11 (c) of this Agenda.

(iv) DHW Boiler: Please refer to Section 11(d) of this Agenda.

(v) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

06 Motion to Receive Administrative and Security Reports as Information:

Resolution 240125R03: Receiving Administrative and Security Reports as Information

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for January 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2022 to 30 November 2023, and the Front Desk Security Report for the period 05 December 2023 to 04 January 2024.

Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes:

(a) None as of 25 January 2024.

08 Correspondence Requiring Action and/or Response:

(a) In response to concerns from a townhouse and/or townhouses, a committee of the Board will arrange a virtual meeting with that concerned party and/or those concerned parties.

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business:

(a) Fire Alarm Deficiencies:

Resolution 240125R04: Authorising Fire System Remediation

WHEREAS [Regional Fire and Security Systems](#) (“Regional”) has delivered its Annual Fire Inspection Record (“Record”); THEREFORE,

BE IT RESOLVED that MTCC 1170 received Regional’s Record as information; AND, FURTHER,

BE IT RESOLVED authorises the following payments from the specified accounts, reflecting Regional Fire’s Estimate Numbers:

01 Estimate #5269 — Fire Alarms — \$6,870.40 (Incl HST) — Reserve Fund;

02 Estimate #5268 — Fire Extinguishers — \$474.60 (Incl HST) — Operating Fund; AND,

03 Estimate #5271 — Sprinkler Deficiencies: \$2,457.75 (Incl HST) — Reserve Fund.

Scott Froebe/James Louttit — Carried

(b) Record Request:

Resolution 240125R05: Responding to an Owner’s Request for Records

WHEREAS pursuant, *inter alia*, to Sections 55(3) and 55(3.1) of the *Condominium Act*, an Owner has requested copies of MTCC 1170’s records; THEREFORE;

BE IT RESOLVED that MTCC 1170’s Board of Directors requires Management to provide the aforementioned Owner with the records encompassed in the Owner’s duly-completed “Ministry of Government and Consumer Services Request for Records” form.

Marc de Montigny/Nives Malara — Carried

(c) Drainpipes: MTCC 1170 awaits the contractor’s quote for replacing some drainpipes.

(d) DHW Boiler:

Resolution 240125R06: Amending Resolution 230921R08

WHEREAS Management has advised that Domestic Hot Water Boiler #1 requires a different component than originally predicted; THEREFORE;

BE IT RESOLVED that MTCC 1170 shall employ [Ambient Mechanical](#) to complete work described in the following revised quote:

“02 DHW Boiler #1” — Quote #QUO-24989-F6J2 — \$6,430.10 (+HST); AND, FURTHER,

BE IT RESOLVED that payment for completion of work described in Quotes #QUO-24989-F6J2 shall be from the Reserve Fund.

Scott Froebe/James Louttit — Carried

(e) Receiving Committee Reports:

Resolution 240125R07: Receiving Committee Reports as Information

WHEREAS MTCC 1170 has received the Toronto Fire Department Toy Drive Chairperson's oral report of December 2023's donation of toys and the Staff Fund Chairperson's written report of the December 2023 distribution of gratuities to onsite workers; THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 thanks both Chairpersons for their efforts, receives both Reports as information, and affirms the Staff Fund Chairperson's recommendations for distributions of gratuities described her written Report.

Scott Froebe/Nives Malara — Carried

(f) Receiving a Corporate Officer's Responses:

Resolution 240125R08: Affirming a Corporate Officer's Responses

Whereas the Board President has provided the following responses and/or newsletters:

01 explanation of access to outdoor facilities during rentals of a lounge;

03 explanation of the Ontario Building Code's applicability to MTCC 1170; AND,

03 explanation of safety-concerns and safety-criteria for electric mobility devices' lithium-ion batteries; THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 receives the above-noted as information, approves their distribution to the relevant parties, and authorises their attachment to the Minutes of Meeting #240125R.

Nives Malara /James Louttit — Carried

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240125R: 1830h on Thursday 22 February 2024.

14 Motion for Adjournment

Resolution 240125R9: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240125R at 1912h on Thursday 25 January 2024.

Scott Froebe/James Louttit — Carried

"Keith Bricknell"

"Nives Malara"

President: Keith Bricknell

for Secretary: Marc de Montigny



THE METROPOLE

25 January 2024

To: Directors and Management — MTCC 1170
From: Board President — MTCC 1170
Re: Responding to Marc de Montigny's Emailed Question, "... the Penthouse rentals. Do these bar access to the rooftop for other occupants? If so, how does one manage rentals vs. resident access, e.g during fireworks weekends or celestial events, if lounge is rented, no one else can go to rooftop?"

The default position for MTCC 1170's recreational facilities is that they should be available to all residents (owners and tenants alike - as legislations and our own documents require) all the time, subject only to "hours of operation". Thus, the fees for any and all rentals of so-called "party rooms" should reflect three issues: (a) an amount sufficient for cost-recovery, for cleaning the venue following use; (b) an amount sufficient to be, at very least, the "starting point" as a "caution fee" for any damage that might occur during the rental-period; and, (c) an amount sufficient to discourage overly-frequent rentals that could deprive all residents of free access to the recreational facilities. (Or, putting it another way, one could say that a facility's rental fee could be somewhat of a "nuisance fee".)

As for the contention that rental of the penthouse lounge prevents access to the penthouse terrace, you really do need to keep in mind that the rental of either or both lounges has potential for limiting access to an outdoor recreational facility. Thus, the penthouse terrace is certainly not unique. Indeed, for families with children, the fifth-floor terrace is likely more important - because of the play-area, and the ramp for safely using kiddies' tricycles and similar toys. Herein, I can speak from the experience of watching my grandson (DoB May 2003) playing happily on the fifth-floor terrace with just such toys. To that, I can add winter days when one parent would take their children to either or both lounges simply to give some respite to the other parent. Indeed, I have even seen university students "hitting the books" in either or both lounges because room-mates were hosting a social occasion in a shared unit.

My point here should be simple; namely that any conferring of temporary exclusive use will inevitably deprive other residents of access to the area(s) to which MTCC 1170 has granted that temporary exclusive use. Thus, neither fireworks nor celestial events is "more sacred" than the desire to provide play-areas for young children, nor study-areas for university students (to name only a small sample of residents' preferred uses.) The so-called "bottom line here" is that the temporary granting of exclusive use will always be a benefit to the recipient of that temporary exclusive use privilege and a temporary inconvenience to the building's other residents.

As for fireworks, per se, <https://www.toronto.ca/city-government/public-notices-bylaws/bylaw-enforcement/fireworks/describes> the three days each year when the City of Toronto permits them.

Respectfully submitted
Keith Bricknell



THE METROPOLE

22 January 2024

Thank you for your letter delivered to the Concierge Desk on 19th January 2024. I have added that letter to the Draft Agenda Package for Board Meeting #240125R and have apprised all Directors of the addition thereto.

In the meantime, I can offer a response to your question about the Ontario Building Code's applicability to existing buildings (such as, *inter alia*, MTCC 1170).

If you go to <https://origin-and-cause.com/articles/when-building-code-upgrades-are-mandatory/>, you can read a third-party explanation of the Building Code's applicability:

Buildings must comply with the latest edition of the building code in effect at the time of their construction. Alterations, large renovations, extensions, restorations, additions, and change of use to existing buildings also fall within the scope of the building code with the exception of minor renovations such as kitchen remodelling, replacing flooring and roofing finishes, and painting. The building code is generally not intended to be applied retroactively to enforce new code requirements in existing buildings that are not being altered unless specifically required by other regulations or local bylaws (NBC 2015). However, where a building is undergoing substantial alterations or change of use, upgrades to the building, or at least the altered portion of the building, may be required to comply with the most recent edition of the building code.

The NBC does not contain specific information on how the code should be applied to change of use or to alterations of existing buildings. The Ontario Building Code (OBC) addressed this gap in the NBC by introducing specific provisions applicable to the Change of Use (Part 10) and Renovation (Part 11). Under the OBC, renovations to structures that have been in existence for more than five years fall under the scope of Part 11, which provides "compliance alternatives" that offer some relief from the requirements that are imposed on new construction.

Ontario's entire Building Code is available at <https://www.buildingcode.online/>. Additionally, if you go to <https://www.ontario.ca/laws/regulation/120332>, you will see that Section 1.1.2.7 says, "Except as provided in Section 3.17. of Division B, Section 9.40. of Division B and Part 11 of Division B, if an existing building is extended or is subject to material alteration or repair, this Code applies only to the design and construction of the extensions and those parts of the building that are subject to the material alteration or repair."

My familiarity with this topic reflects my time as chief executive officer of a school district. As enrolments fluctuated, and as mainstreaming of special needs students increased, significant reconfigurations of schools became necessary. Thus, I faced many decisions about two issues: ascertaining which version of a building code applied to each of my buildings, and deciding what constituted a "material alteration or repair".

As for MTCC 1170, I will remind all owners that condominiums' governing boards have an equal duty to all owners, regardless of the location and/or spaciousness of their dwelling units. Condominiums' operating and/or capital budgets are a zero-sum game. That is, funds expended on behalf of one constituency become funds consequently unavailable to all other constituencies in a building — absent an increase in everyone's CE fees. Thus, if any condominium's governing board exceeded applicable building codes' requirements on behalf of one constituency, that governing board would then owe a valid explanation to all of the other constituencies in the building. That, surely, should be the so-called "starting point" for any prudent governing board's decision-making processes.

Thank you for your attention to this response to one of your questions in the letter delivered on 19th January

Keith Bricknell — Board President — MTCC 1170



THE METROPOLE

24 January 2024

Electric Mobility Devices' Lithium-Ion Batteries: Potentially Severe Fire Hazard



On 02 January 2024, [the CBC reported that an e-bike's lithium-ion battery had spontaneously combusted](#) on a subway car at Sheppard-Yonge.

For your Board and Management, the incident, and the TTC's and the FTD's apparent inaction, raised three concerns — given that many electric mobility devices with lithium-ion batteries could similarly combust.

First, how many of our residents have electric mobility devices in their suites and/or in their storage lockers?

Second, many of the couriers who deliver meals and other merchandise to MTCC 1170 use e-bikes. Those couriers fear theft of their e-bikes while they deliver items to suites. Thus, they usually park their e-bikes in the “glass cage” between the outer and inner King Street doors.



Third, unlike [New York City](#), neither the TTC nor the TFD seem to have educated Torontonians about safety-standards for electronic mobility devices. Yet Canada does, indeed, have such standards; namely, [ANSI/CAN/UL-2272:2019 — Electrical Systems for Personal E-Mobility Devices](#) and [ANSI/CAN/UL 2849:2022A — Electrical Systems for e-Bikes](#).

Compliant electric mobility devices and/or their lithium-ion batteries might display decals similar to the ones at this paragraph's left side. Please verify compliance with UL standards *before* buying e-mobility devices!

In the meantime, your Board and Management face a hard scenario. Section 117(1) of the [Condominium Act](#) says, “No person shall, through an act or omission, cause a condition to exist or an activity to take place in a unit, the common elements or the assets, if any, of the corporation if the condition or the activity, as the case may be, is likely to damage the property or the assets or to cause an injury or an illness to an individual.”

Does Section 117(1) mean that your Board should prohibit couriers from safeguarding their e-bikes in the “glass cage” — while they deliver items to your suite? Any such prohibition would likely mean that the courier would require you to attend at the Front Desk to retrieve your items. Does Section 117(1) also mean prohibition of non-compliant electric mobility devices from MTCC 1170?

The answer to the first of those two questions is probably easier. The City of Toronto knows (or should know) that downtown's condo-dwellers frequently receive deliveries from e-bike couriers. Has the City of Toronto ensured that sturdy bike-racks are available near those condos' doorways? [Our City Councillor, Chris Moise](#), should be ready, willing, and able to answer that question. While you have him on the phone, please to ask why Toronto hasn't emulated New York City's public-education efforts *and* mandated the above-noted safety standards for electric mobility devices.

Thank you for your attention to this newsletter and its hyperlinks. If you have any questions, please contact the Management Office.

Board of Directors — MTCC 1170



THE METROPOLE

22 February 2024

Minutes of MTCC 1170 Meeting Number 240222R — Held on 22 February 2024

Present: Board — Keith Bricknell, Scott Froebe, James Louttit, and Nives Malara;
and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: Marc de Montigny

01 Call to Order: Keith Bricknell called the meeting to order at 1845h.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240222R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240222R, as presented.

James Louttit/Scott Froebe — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Nives Malara graciously accepted appointment as Acting Corporate Secretary for the duration of Meeting #240222R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240222R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240125R, as presented.

Nives Malara/James Louttit — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Garage's Drainpipes: Please refer to Section 11(a) of these Minutes.

(ii) Commercial Units' Submetering: Please refer to Section 11(b) of these Minutes.

(iii) Townhouses' Security Report: Please refer to Section 11 (c) of these Minutes.

(iv) Townhouses' CCTV: Please refer to Section 11(d) of these Minutes.

(v) Submetering Agreement: Please refer to Section 11(e) of these Minutes.

(vi) Receiving an Engineering Report: Please refer to Section 11(f) of these Minutes.

(vii) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

06 Motion to Receive Administrative and Security Reports as Information:

Resolution 240222R03: Receiving Administrative and Security Reports as Information

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for February 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 31 December 2023, and the Front Desk Security Report for the period 05 January 2024 to 05 February 2024.

Nives Malara/Scott Froebe — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes:

(a) None as of 22 February 2024.

08 Correspondence Requiring Action and/or Response:

(a) In response to concerns from a townhouse and/or townhouses, a committee of the Board will reschedule a virtual meeting with potentially concerned parties.

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business:

(a) Garages' Drainpipes:

Resolution 240222R04: Replacing Garages' Drainpipes

WHEREAS Management has reported that age-related and/or road-salt related deterioration necessitates replacing portions of the garages' cast-iron drainpipes; THEREFORE,

BE IT RESOLVED that MTCC 1170 authorises paying [Jermark Plumbing and Mechanical](#) to complete the following repairs to upper-level spots 6, 8, 14, 18, 40, 45, and bicycle spot 61:

01 replace the deteriorated drainpipes with XFR plastic drainpipes for \$4,500.00 (+HST); AND, FURTHER,

BE IT RESOLVED that payment for these replacements shall be from the Reserve Fund.
Scott Froebe/James Louttit — Carried

(b) Commercial Units' Submetering:

Resolution 240222R05: Authorising a Submetering Contract

WHEREAS MTCC 1170's submetering system for commercial units' electricity and water consumption can benefit from modernisation; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall engage [Carma Submetering and Billing Solutions](#) to provide submetering for MTCC 1170's commercial units' electricity and water consumption; AND, FURTHER,

BE IT RESOLVED that MTCC 1170's commercial units shall be responsible for all costs arising from the awarding of this contract.
Nives Malara/James Louttit — Carried

(c) Townhouses' Security: Keith Bricknell surrendered the Chair to James Louttit

Resolution 240222R06: Authorising a Security Assessment

WHEREAS MTCC 1170 wishes to identify security threats for the Victoria Street townhouses' doors and windows; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall pay [Condor Security](#) \$3,900.00 (+HST) to provide a security-assessment and recommendations for the above-noted locations; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted assessment and recommendations shall be from the Operating Fund.
Keith Bricknell/Scott Froebe — Carried

(d) Townhouses' CCTV:

Resolution 240222R07 Affirming Permission Granted in Resolution #231221R08

WHEREAS to address current circumstances, and concerns arising therefrom, Directors provided generalised permission for Management to install CCTV camera

coverage of the portion of Victoria Street between King and Colborne Streets; AND,

WHEREAS [Regional Fire and Security Systems](#) (“Regional”) has installed the above-noted CCTV camera coverage; THEREFORE,

BE IT RESOLVED that MTCC 1170 authorises paying Regional \$20,206.66 (Incl HST) for an installation initially referenced in Resolution #231221R08; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted installation shall, as previously noted in Resolution #231221R08, be from the Reserve Fund.

Keith Bricknell/Scott Froebe — Carried

Keith Bricknell resumed the Chair

(e) Receiving an Engineering report as Information:

Resolution 240222R08 Receiving an Engineering Report as Information

WHEREAS MTCC 1170 has received [Solucore](#)’s inspection reports #2410001M010 and 2410001M010C, reflecting an inspection that occurred on 16 January 2024 (“reports”); THEREFORE,

BE IT RESOLVED that MTCC 1170 receives the reports as information and directs Management to work with [Atta Elevators](#) in resolving all issues that report #2410001M010C identifies.

James Louttit/Scott Froebe — Carried

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240321R: 1830h on Thursday 21 March 2024.

14 Motion for Adjournment

Resolution 240222R09: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240222R at 1900h on Thursday 22 February 2024.

Scott Froebe/James Louttit — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny



THE METROPOLE

21 March 2024

Minutes of MTCC 1170 Meeting Number 240321R — Held on 21 March 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, James Louttit, and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

01 Call to Order: Keith Bricknell called the meeting to order at 1840h.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240321R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240321R, as presented.

Scott Froebe/James Louttit — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240321R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240321R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240222R, as presented.

Marc de Montigny/Nives Malara — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Reserve Fund Study and Plan: Please refer to Section 11(a) of these Minutes.

(ii) Fiscal 2023's Audit: Please refer to Section 11(b) of these Minutes.

(iii) Authorising AGM 2024: Please refer to Section 11 (c) of these Minutes.

(iv) Authorising Reinvestments: Please refer to Section 11(d) of these Minutes.

(v) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

06 Motion to Receive Administrative and Security Reports as Information:

Resolution 240321R03: Receiving Administrative and Security Reports as Information

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for March 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 31 January 2024, and the Front Desk Security Report for the period 06 February 2024 to 04 March 2024.

Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes:

(a) None as of 21 March 2024.

08 Correspondence Requiring Action and/or Response:

(a) None as of 21 March 2024.

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business:

(a) RFS and Plan:

Resolution 240321R04: Affirming Emailed Adoption of the Reserve Fund Plan

WHEREAS MTCC 1170’s Board of Directors has received its 2024 Class 2 Reserve Fund Study Update from [Building Sciences](#); THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 adopts the Class 2 Reserve Fund Study Update that [Building Sciences](#) has proposed; AND, FURTHER,

BE IT RESOLVED that the Board of Directors of MTCC 1170 approves, as its triennial Reserve Fund Plan, the annual contributions described in the following table, which comprises amounts described in Table 4 of [Building Sciences](#)’ Class 2 Reserve Fund Study.

Fiscal Year	Contribution
01 December 2024 to 30 November 2025	\$878,421.00
01 December 2025 to 30 November 2026	\$1,005,792.00
01 December 2026 to 30 November 2027	\$1,151,632.00
01 December 2027 to 30 November 2028 ¹	\$1,318,619.00
¹ Deemed starting-point for the next triennial RF Plan.	

Nives Malara/Scott Froebe — Carried

(b) Fiscal 2023’s Audited Statements:

Resolution 240321R05: Accepting the Auditor’s Report

WHEREAS the Board of Directors of MTCC 1170 has received MTCC 1170’s audited statements from [Rapkin Wein LLP](#), for the fiscal year beginning 01 December 2022 and ending 30 November 2023; THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 receives the above-noted audited statements as information; AND, FURTHER,

BE IT RESOLVED that the Board of Directors of MTCC 1170 agrees that the above-noted audited statements fairly and truly represent MTCC 1170’s financial operations during the fiscal year in question.

Nives Malara/Marc de Montigny — Carried

(c) AGM 2024

Resolution 240321R06: Authorising an AGM and AGM Package

BE IT RESOLVED the Board of Directors of MTCC 1170 agrees to and/or authorises the following:

(a) MTCC 1170’s AGM (hereinafter, “AGM 2024”) shall commence at 7:30pm on Thursday 30th May 2024 (with registration beginning one-half hour earlier);

- (b) MTCC 1170 shall employ [CondoVoter](#) to solicit proxies, distribute documents, act as scrutineer, and, by all other means necessary, facilitate AGM 2024 as a “virtual” AGM for \$2,450.00 (+HST);
- (c) AGM 2024’s information package to owners shall include, *inter alia*, the following items:
 - (i) an information-letter, agenda, proxy-form, and instructions, in the same general format that MTCC 1170 used for AGM 2023, but amended, as might be necessary, to reflect the *Condominium Act*’s requirements;
 - (ii) a President’s Report, in the same general format that MTCC 1170 used for AGM 2023; AND,
 - (iii) any other items and/or procedures that the Management Office deems necessary for facilitating the conduct of AGM 2024.

James Louttit/Scott Froebe — Carried

(d) Authorising Reinvestments:

Resolution 240321R07: Authorising Reinvestment of Funds

WHEREAS Management has reported Operating Surplus and Reserve Fund cash balances that are higher than anticipated expenses chargeable against either or both sources of funds; THEREFORE,

BE IT RESOLVED that MTCC 1170 authorises investing funds as follows, *inter alia*, with Sections 115(5) and 115(6) of the [Condominium Act](#) regarding permissible variable-rate investments and mandatory liquidity for condominium corporations.

01 **Operating Surplus:**

- (a) \$100,000 to one-year \approx 5.10% from AA rated (CIBC); AND,
- (b) \$100,000 to two-year \approx 4.70% from AA rated (HSBC).

02 **Reserve Fund:**

- (a) \$200,000 to one-year \approx 5.10% from AA rated (CIBC);
- (b) \$100,000 to two-year \approx 4.70% from AA rated (HSBC), AND,
- (c) \$100,000 to three-year \approx 4.50% from AA rated (HSBC).

Nives Malara/Marc de Montigny — Carried

(e) Affirming Responses:

Resolution 240321R08: Affirming a Corporate Officer’s Responses

WHEREAS the Board President has provided the following newsletters and/or responses:

- 01 explanation of MTCC 1170’s ability to prescribe commercial units’ use; AND,
- 03 enquiry about the absence of forewarning of the demonstration on 15th March 2024; THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 receives the above-noted as information, approves their distribution to the relevant parties, and authorises their attachment to the Minutes of Meeting #240321R.

James Louttit/Scott Froebe — Carried

(f) *Ad Hoc* Committee’s Report: *Keith Bricknell surrendered the Chair to James Louttit.*

Resolution 240321R09: Receiving an *Ad Hoc* Committee’s Report

WHEREAS the “Townhouses’ *Ad Hoc* Committee” has Fulfilled its duties and provided its report and recommendations; THEREFORE,
BE IT RESOLVED that the Board of Directors of MTCC 1170 receives the above-noted report as information, concurs with the report’s recommendations, and approves the report’s attachment to the Minutes of Meeting #240321R.
Keith Bricknell/Marc de Montigny — Carried

Keith Bricknell resumed the Chair.

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240425R: 1830h on Thursday 25 April 2024.

14 Motion for Adjournment

Resolution 240321R10: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240321R at 1900h on Thursday 21 March 2024.

Scott Froebe/James Louttit — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #240425R



THE METROPOLE

06 March 2024

MTCC 1170's Management of Commercial Units' Choice of Businesses

On 01 March 2024, Management emailed a copy of Unit 5D's application to be a cannabis vendor. Management's email included live links to the application's URLs. As for opinion, for or against, Management's PDF's last paragraph evinced appropriate neutrality, "Please note that your Management Office provides this notice as an "information-only" item — to facilitate any input that owners and/or residents might choose to offer."

A few days later, your Board President received an inquiry about MTCC 1170's ability to pass a by-law prohibiting commercial units from becoming cannabis vendors. His reply, edited slightly for length, follows.

First, [refer to] Section 17(a) of MTCC 1170's Declaration...available to everyone at www.mtcc1170.com.

"Each commercial unit and any common elements over which the owners of any of the commercial units have exclusive use may be used and occupied for such commercial or retail purpose as may be permitted by the by-laws of the City of Toronto or any other governmental authority having jurisdiction; provided however that no commercial unit may be used as a billiard or pool hall, bowling alley, commercial bath house, video arcade, auctioneer's premises, massage establishment, or undertaker's establishment unless such use is permitted by the board of directors of the Corporation from time to time, which permission may be arbitrarily withheld."

For the proposed cannabis franchise and/or branch dealership, the key language is "...may be used and occupied for such commercial or retail purpose as may be permitted by the by-laws of the City of Toronto or any other governmental authority having jurisdiction...." Since the Province of Ontario permits cannabis outlets' existence, the Province of Ontario [is] the "...governmental authority having jurisdiction...."

As for [using by-laws to countermand declarations, refer to] to <https://www.condoauthorityontario.ca/before-you-buy-or-rent-a-condo/how-condos-work/governing-documents/by-laws/> [There,] you will see that, "...By-laws are required to be reasonable and consistent with the Condominium Act and the corporation's declaration...." A by-law that countermanded, or sought to countermand Section 17(a) of MTCC 1170's Declaration would not be "...consistent with....the corporation's declaration..."..Thus, it would surely fail a...challenge...

But those...legal issues...might seem minor when compared with the historical time-spans necessary for passage of by-laws, ... given...the 50% quorum... [For example, in] March 2007... your Board of Directors [adopted] an Occupancy Standards by-law and sought...owners' [consent] at AGM 2007. But...quorum was unavailable at AGM 2007, and passage did not occur until AGM 2008. As for the Standard Unit By-law, adoption by your Board of Directors occurred in 2017, but owners' quorum was unavailable until an extension of AGM 2019. ...So given the [AGCO's] 15th March 2024 deadline [for intervenors'] submissions...a by-law would be problematical even if Section 17(a) of the Declaration wasn't already an insuperable obstacle.

As for amending the Declaration's Section 17(a), go to <https://www.condoauthorityontario.ca/before-you-buy-or-rent-a-condo/how-condos-work/governing-documents/#>: and note the quorum necessary for amending any condominium's declaration, "The declaration can only be amended with the written consent of 80 – 90% of unit owners depending on the type of amendment."

Nonetheless, intervenors still have until 15th March 2024 to share their opinions with the AGCO, regardless of MTCC 1170's limitations.

Thank you for your attention to this procedural explanation.

The Board of Directors — MTCC 1170



THE METROPOLE

21 March 2024

To: Unit Commander — TPS Division #51 (at 51division@torontopolice.on.ca)
From: Board of Directors — MTCC 1170 (7 King St E)
Re: Protest at King St E and Yonge on 15th March 2024

MTCC 1170 thanks the TPS for its management of the crowd that converged on the King Edward Hotel on 15th March 2024. Our Management's preliminary report is that our building suffered no damage. However, our residents are likely to have concerns about lack of advance notice.

The TPS's preparedness suggests significant prior planning. Why did that planning omit timely notifications to condominium buildings such as 7 King St E? Did the omission also encompass other condominiums — such as 80 Wellington St, 88 Scott St, and 8 Colborne St?

That question reflects a bad “vibe” that our Board President received, several years ago, at one of Division 51's Community Police Liaison Committee's meetings. During that meeting, a question arose about the TPS's help with condominium buildings' incidents. A Staff Sergeant loudly belittled that the TPS would not help because “...we're not their garbage collectors...”

Senior officers at the meeting chose not to gainsay the Staff Sergeant's remarks. That omission, and failure to advise about the 15th March demonstration, concerns MTCC 1170's Board of Directors. Condos' occupants are not second-class citizens. During Fiscal 2023, for example, MTCC 1170 (7 King St E) paid approximately \$1,000,000.00 in property taxes. Thus, we believe that providing timely notice to us is not “garbage collecting” — to paraphrase the Staff Sergeant's characterisation of such services. Instead, timely notice is simply a duty that any police service would surely owe to its tax-paying home-owners.

Going forward, MTCC 1170 insists on the TPS's timely prior notifications about impending demonstrations in the area bounded by Queen, Front, Bay, and Jarvis Streets. That information is essential to our ability to forewarn our owners and/or residents to take appropriate precautions. You may contact us at MTCC1170@outlook.com and/or at the telephone numbers on this page's footer.

Thank you for your attention to this memorandum. Also, thank you, in advance, for your anticipated response thereto.

Board of Directors— MTCC 1170

Copied to:
Chris Moise at Councillor_Moise@toronto.ca
30 Wellington St at mailing address
88 Scott Street at mailing address
8 Colborne Street at mailing address

MTCC 1170's Board Resolution #240321R08 authorises transmission to recipients.



THE METROPOLE

21 March 2024

MTCC 1170: *Ad Hoc* Committee's Meeting (without prejudice) with Townhouses' Owners

Date, Venue, and Time: 07 March 2024 — Via Zoom — from 1800h to 1900h

***Ad Hoc* Committee's Membership:**

- James Louttit — Vice-President;
- Scott Froebe — General Manager; and,
- Nives Malara — Treasurer.

Townhouses' Participants: Four (4) townhouses' owners attended.

Facilitator and Chairperson: Jonathan Fine, Legal Counsel for MTCC 1170

Meeting's Purpose:

The *ad hoc* committee invited the townhouses' eight (8) owners to meet and share concerns about townhouses' security. The invitation arose from some townhouses' owners' request to discuss perceived vulnerabilities along Victoria Street.

Meeting's Protocol:

- The *ad hoc* committee shall report townhouses' owners' concerns to Regular Meeting #240321R
- Attendees agreed to no electronic recording of the meeting's proceedings.

Townhouses' Concerns:

- Townhouses' perimeter; specifically, door locks' and glass panels' adequacy;
- Townhouses' security panels' vulnerability to Building Staff's overrides;
- Townhouses' external lighting's adequacy;
- Motorists' standing in townhouses' doorways whilst accessing the Green P Parking machine;
- Provision of rigorous security during maintenance where Victoria Street's doors remain open; and,
- Support for townhouses' request for the City to widen Victoria Street's sidewalks.

The *ad hoc* committee reminded attendees of steps that MTCC 1170 had already taken and/or authorised. Post-meeting, the *ad hoc* committee sent a summary thereof (enclosed) to all townhouses.

The *Ad Hoc* Committee's Recommendations:

1. Implement professional advice regarding doors' hardware, and glasswork
2. Seek the SLNA's support for lobbying the City about the Victoria Street sidewalk's width.
3. Implement professional advice regarding Victoria Street's exterior lighting.
4. Resolve owners' instructional and vulnerability concerns about their security panels.

Respectfully submitted
Townhouses' *Ad Hoc* Committee

Encl/1



THE METROPOLE

07 March 2024

MTCC 1170's Perceptions of Townhouses' Safety Issues

In Autumn 2023, an unidentified person damaged a townhouse's Victoria Street door. The incident concerned your Board and Management. The incident also precipitated lengthy interaction among your Board, Management, and one townhouse's owner. That interaction encompassed questions about townhouses' security. On 12 December 2023, all townhouses' owners received a memorandum that included the following promises.

Your Board and Management share your concerns about recent external damage to townhouses' Victoria Street doors. To ensure that your doors, door-hardware, and windows are as secure as reasonably possible, MTCC 1170 will immediately seek a professional opinion. If there are deficiencies, MTCC 1170 will use the following criteria for remediation of those deficiencies.

- 01 Victoria Street Doors' Resistance to Forced Entry: For this criterion, the most recent Ontario Building Code's specifications are available at <https://www.buildingcode.online/1301.html>.
- 02 Victoria Street Windows' Resistance to Forced Entry: For this criterion, the most recent Ontario Building Code's specifications are available at <https://www.buildingcode.online/1302.html>.
- 03 Victoria Street Door's Door-Hardware: For this criterion, the most recent Ontario Building Code's specifications are available at <https://www.buildingcode.online/323.html>.

Regarding MTCC 1170's offer to remediate, please note [that]... As <https://www.ontario.ca/laws/regulation/120332> explains, condominium corporations have no legal obligation to comply with the most recent version of the Ontario Building Code. Rather, they need only comply with the version that was current during construction and/or conversion. Thus, the offer to apply the most recent version of the Ontario Building Code significantly exceeds MTCC 1170's legal obligations.

A townhouse's owner then required proof that, "...condominium corporations have no legal obligation to comply with the most recent version of the Ontario Building Code." On 22 January 2024, your Board responded.

If you go to <https://origin-and-cause.com/articles/when-building-code-upgrades-are-mandatory/>, you can read a third-party explanation of the Building Code's applicability:

"Buildings must comply with the latest edition of the building code in effect at the time of their construction. Alterations, large renovations, extensions, restorations, additions, and change of use to existing buildings also fall within the scope of the building code with the exception of minor renovations such as kitchen remodelling, replacing flooring and roofing finishes, and painting. The building code is generally not intended to be applied retroactively to enforce new code requirements in existing buildings that are not being altered unless specifically required by other regulations or local bylaws (NBC 2015). **However, where a building is undergoing substantial alterations or change of use, upgrades to the building, or at least the altered portion of the building, may be required to comply with the most recent edition of the building code.**

"The NBC does not contain specific information on how the code should be applied to change of use or to alterations of existing buildings. The Ontario Building Code (OBC) addressed this gap in the NBC by introducing specific provisions applicable to the Change of Use (Part 10) and Renovation (Part 11). Under the OBC, renovations to structures that have been in existence for more than five years fall under the scope of Part 11, which provides "compliance alternatives" that offer some relief from the requirements that are imposed on new construction."

Ontario's entire Building Code is available at <https://www.buildingcode.online/>. Additionally, if you go to <https://www.ontario.ca/laws/regulation/120332>, you will see that Section 1.1.2.7 says, "Except as provided in Section 3.17. of Division B, Section 9.40. of Division B and Part 11 of Division B, if an existing building is extended or is subject to material alteration or repair, this Code applies only to the design and construction of the extensions and those parts of the building that are subject to the material alteration or repair."

During the several-weeks'-long interactions, a townhouse's owner also suggested replacing the "standard" external-key-key-and-interior-lever deadbolts with "double-keyed" deadbolts. To that suggestion, your Board provided the following response on 21 December 2023.

<https://www.buildingcode.online/323.html> prohibits that arrangement, “An egress door from an individual dwelling unit or from a suite of residential occupancy is permitted to be provided with additional devices that require a releasing operation additional to the main door release hardware, *provided the devices are readily operable from the inside without the use of keys, special devices or specialized knowledge.* [Emphasis added.]

...Also, as part of long-term, pre-planned upgrades, MTCC 1170 will be replacing the smoke/security keypad system and its remaining underlying 1997-era infrastructure. [Note, though, that there has never been, nor will there ever be, either an electrical or a mechanical connection between suites' keypads and suites' deadbolt locks.]

These Board Meeting's Minutes' excerpts describe MTCC 1170's already-authorized security measures.

Resolution 231221R05: In-Suite Security/Smoke Panel Upgrades

WHEREAS Management and the Superintendent have identified systemic age and technology-related issues with the in-suite security/smoke panels; THEREFORE;

BE IT RESOLVED that MTCC 1170 shall pay [Regional Fire](#) \$89,265.14 (+ HST), to perform work described in their Estimate #5186 AND, FURTHER,

BE IT RESOLVED that payment for completion of work described in Estimate #5186 shall be from the Reserve Fund.
Keith Bricknell/ Scott Froebe — Carried

Resolution 240222R06: Authorising a Security Assessment

WHEREAS MTCC 1170 wishes to identify security threats for the Victoria Street townhouses' doors and windows; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall pay [Condor Security](#) \$3,900.00 (+HST) to provide a security-assessment and recommendations for the above-noted locations; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted assessment and recommendations shall be from the Operating Fund.
Keith Bricknell/Scott Froebe — Carried

(d) Townhouses' CCTV:

Resolution 240222R057 Affirming Permission Granted in Resolution #231221R08

WHEREAS to address current circumstances, and concerns arising therefrom, Directors provided generalised permission for Management to install CCTV camera coverage of the portion of Victoria Street between King and Colborne Streets; AND,

WHEREAS [Regional Fire and Security Systems](#) (“Regional”) has installed the above-noted CCTV camera coverage; THEREFORE,

BE IT RESOLVED that MTCC 1170 authorises paying Regional \$20,206.66 (Incl HST) for an installation initially referenced in Resolution #231221R08; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted installation shall, as previously noted in Resolution #231221R08, be from the Reserve Fund.
Keith Bricknell/Scott Froebe — Carried

Your Board and Management believe that condominiums' governing boards have an equal duty to all owners, regardless of their percentage-ownership. Condominiums' funds are a zero-sum game. Funds spent on one constituency become funds unavailable to other constituencies — absent an increase in everyone's CE fees.

Governing boards that spent unsubstantiated amounts on any one constituency would owe an explanation to all other constituencies in a building. Section 37(3)(b) of the *Condominium Act of Ontario* neatly defines a “valid explanation”, “A director shall not be found liable for a breach of a duty mentioned in subsection (1) if the breach arises as a result of the director's relying in good faith upon... a report or opinion of a lawyer, public accountant, engineer, appraiser or other person whose profession lends credibility to the report or opinion.”

Thank you for your attention to this summation of your Board's and Management's perception of events that flowed from Autumn 2023's door-damaging incident. Note, though, that quoted items herein are additionally available in Board Meeting Minutes available at www.mtcc1170.com.

Board of Directors and Management — MTCC 1170



THE METROPOLE

25 April 2024

Minutes of MTCC 1170 Meeting Number 240425R — Held on 25 April 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: James Louttit

01 Call to Order: Keith Bricknell called the meeting to order at 1850h.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240425R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240425R, as presented.

Scott Froebe/Marc de Montigny — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240425R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240425R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240321R, as presented.

Marc de Montigny/Nives Malara — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Floor Slab: Please refer to Section 11(a) of these Minutes.

(ii) Record Request: Please refer to Section 11(b) of these Minutes.

(iii) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

06 Motion to Receive Administrative and Security Reports as Information:

Resolution 240425R03: Receiving Administrative and Security Reports as Information

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for April 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 29 February 2024, and the Front Desk Security Report for the period 05 March 2024 to 05 April 2024.

Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes:

(a) None as of 25 April 2024.

08 Correspondence Requiring Action and/or Response:

(a) Request to Appear:

Resolution 240425R04 Receiving a Townhouse Owner's Request to Appear

WHEREAS MTCC 1170's Board of Directors has received a townhouse's owner's request to appear before the Board as a delegation ("request"); AND,

WHEREAS MTCC 1170's Board of Directors awaits a report ("report") necessary for addressing all townhouse owners' previously-discussed concerns, and wishes to ensure that any eventual decisions are consistent with the letter and spirit of Section 37(3)(b) of the *Condominium Act*; THEREFORE,

BE IT RESOLVED that MTCC 1170 exercises discretion in MTCC 1170's Rule 16.02(d) to receive the request as information, and to defer further discussions with all townhouses' owners until the Board has received and considered the report.
Scott Froebe/Nives Malara — Carried

(b) Authorising Responses:

Resolution 240425R05 Authorising MTCC 1170's Responses

WHEREAS the Board President has provided the following draft responses:

01 explanation for opening the Penthouse Lounge to occasional rentals;
AND,

03 reiteration of questions about the absence of forewarning of the demonstration on 15th March 2024; THEREFORE,

BE IT RESOLVED that the Board of Directors approves above-noted responses, authorises their distribution to the relevant parties, and authorises their attachment to the Minutes of Meeting #240425R.

Nives Malara/Scott Froebe — Carried

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business:

(a) Floor Slab:

Resolution 240425R06 Receiving a Bid-Analysis and Awarding a Contract

WHEREAS [Building Sciences](#) has provided analysis #01136 ("analysis") of qualified contractors' responses to the RfP for "Compactor and Garbage Rooms and Loading Dock Floor Slab Waterproofing Membrane Replacements";
THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 receives the analysis as information; AND, FURTHER,

BE IT RESOLVED that MTCC 1170 shall pay \$107,768.10 (HST and 10% contingency included) to [Kuch Contracting](#) for completing work that the RfP describes, with payment thereof to be from the Reserve Fund.

Nives Malara/Marc de Montigny — Carried

(b) Record Request:

Resolution 240425R07 Responding to an Owner's Request for Records

WHEREAS pursuant, *inter alia*, to Sections 55(3) and 55(3.1) of the *Condominium Act*, an Owner has requested copies of MTCC 1170's records; THEREFORE.

BE IT RESOLVED that MTCC 1170's Board of Directors requires Management to provide the aforementioned Owner with the records encompassed in the Owner's duly

completed “Ministry of Government and Consumer Services Request for Records” form.

Marc de Montigny/Nives Malara — Carried

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240523R: 1830h on Thursday 23 May 2024.

14 Motion for Adjournment

Resolution 240425R08: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240425R at 1905h on Thursday 25 April 2024.

Scott Froebe/Marc de Montigny — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #240523R



THE METROPOLE

25 April 2024

[REDACTED]
Dear [REDACTED]

This acknowledges your emailed inquiry (11 April 2024) about rental of the penthouse lounge.

From September 1997 until early 2020, the fifth floor's lounge was the facility that MTCC 1170 rented solely to residents for functions that residents chose not to hold in their suites. MTCC 1170s two other recreational facilities (the exercise room and the penthouse lounge) were unavailable for rent.

At turnover from the developer to MTCC 1170, the exercise room had only one universal gym, one rowing machine, one stationary bicycle, one treadmill, and a few free weights. Thus, the room's probable simultaneous occupancy was four to six residents. Given the room's size and air-handling capacity, such occupancy was probably within ASHRAE's occupancy standards for salubrious indoor air-quality.

Over the years, owners frequently requested more equipment. By 2020, the room comprised its original equipment, additional free weights, a second stationary bicycle, and an elliptical trainer. Thus, its probable simultaneous occupancy rose to six to eight residents. Given any exercise facilities' users' accelerated exhalation-rates, this added "load" probably violated ASHRAE's occupancy-standards for salubrious indoor air quality.

The COVID era (and increasing awareness of respiratory diseases such as seasonal influenzas and RSV) caused MTCC 1170 to relocate all "cardio" equipment to the fifth floor's lounge — a venue with air-handling capacity more likely to fulfil ASHRAE's occupancy-standards for salubrious indoor air quality. Given the fifth floor's lounge's additional space, owners requested additional "cardio" equipment. MTCC 1170 concurred by supplying an additional treadmill. Requests for additional equipment will likely continue; MTCC 1170 will likely accede.

Those ongoing requests for "cardio" equipment, and MTCC 1170's obligation to ensure salubrious indoor air quality in its "common areas", mean that the fifth floor's lounge has ceased availability as a "party room". However, given the fact that MTCC 1170 had provided a "party room" since September 1997, a substitute is necessary. The only available substitute is the penthouse lounge — a facility on a non-residential floor.

As for the recent spate of its rentals, your Board and Management will wish to differentiate whether that spate reflects novelty and/or a pent-up backlog, *versus* an ongoing trend. If the latter, MTCC 1170 would certainly need to develop policies that appropriately balanced residents' right (since 1997) to a rentable function-room against residents' commensurate right of easy access to MTCC 1170's recreational facilities.

If you have further questions, please continue contacting the Management Office.

The Board of Directors
MTCC 1170

cc: Unit File



THE METROPOLE

25 April 2024

To: Sergeant Henry Dyck — TPS Division #51 (at Henry.Dyck@torontopolice.on.ca)
From: Board of Directors — MTCC 1170 (7 King St E)
Re: Protest at King St E and Yonge on 15th March 2024

Thank you for your response (18 April 2024) to MTCC 1170's request for prior warning of potentially controversial functions at the King Edward Hotel.

Your suggestion that MTCC 1170 should seek prior warnings from the King Edward Hotel is neither satisfactory nor feasible.

- The King Edward Hotel owes no duty of care to MTCC 1170. Therefore, the King Edward Hotel has little or no motivation to provide such services to MTCC 1170.
- If the King Edward Hotel were to begin providing prior warning to MTCC 1170, it would surely worry that two or three instances might comprise a self-imposed duty of care to MTCC 1170. Thus, if the King Edward Hotel inadvertently forgot to warn MTCC 1170 of an impending event, and if that event resulted in harm to MTCC 1170, a lawsuit for negligence, “detrimental reliance”, *etc* might ensue.

Thus, there is little to no likelihood that the King Edward Hotel would or should accede to a request for prior notice of events.

In contrast, the Toronto Police Service does owe a duty of care to warn citizens of impending activities that could cause harm. *Doe versus Metropolitan Toronto Board of Commissioners of Police* confirms that duty. And yes, MTCC 1170 admits that harms arising from *Doe* were much more severe than potential harms from an unruly mob. Nonetheless, the underlying principle is the same; namely, the TPS's duty to provide useful warning of possibly impending harms.

With that point in mind, MTCC 1170 reiterates its request that the TPS find a way of notifying MTCC 1170 (and neighbouring condos, should they wish it) of potentially controversial events at the King Edward Hotel.

Thank you for your attention to this reply. Also, thank you, in advance, for your anticipated response thereto.

Board of Directors— MTCC 1170

Copied to:

Chris Moise at Councillor.Moise@toronto.ca
30 Wellington St at mailing address
88 Scott Street at mailing address
8 Colborne Street at mailing address

MTCC 1170's Board Resolution #240425R05 authorises transmission to recipients.



THE METROPOLE

07 May 2024

Minutes of MTCC 1170 Meeting Number 240507S — Held on 07 May 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, James Louttit, and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

01 Call to Order: Keith Bricknell called the meeting to order at 1830h and reminded Directors that their attendance at Special Meeting #240507S confirmed their waivers of notice for the calling of the aforementioned meeting.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240507S01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240507S, as presented.

James Louttit/Scott Froebe — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240507S.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240507S02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240425R, as presented.

Marc de Montigny/Nives Malara — Carried

05 New and/or Brought-Forward Business:

(a) Receiving a Consultant's Report:

Resolution 240507S03 Receiving a Consulting Report and Directing Response Thereto

WHEREAS [Condor Security](#) has provided recommendations ("recommendations") for enhancing Victoria Street townhouses security; THEREFORE,

BE IT RESOLVED that MTCC 1170 receives the recommendations as information and authorises their attachment to the Minutes of Special Meeting #240507S; AND, FURTHER,

BE IT RESOLVED that MTCC 1170 directs Management to report, no later than Meeting #240523R, the costs of implementing recommendations 1-13 and the costs of substituting laminated glass windowpanes for recommendation #3's suggested solution.

Nives Malara/James Louttit — Carried

06 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240523R: 1830h on Thursday 23 May 2024.

07 Motion for Adjournment

Resolution 240507S04: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240507S at 1845h on Tuesday 07 May 2024.

Scott Froebe/Marc de Montigny — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #240523R



THE METROPOLE

05 May 2024

“The recommendations made herein are offered to improve the security and safety posture at the site and help to provide comfort and peace of mind for the board. All recommendations have security benefits and should be reviewed. This framework is to provide greater context and guidance for decision making and implementation considerations.” [Page 06 of Condor Security’s assessment of townhouses’ security needs]

Rec. #	Recommendation	Section	Priority
1	Review door hardware on all exterior doors to ensure that a criminal cannot manipulate the handle or locking mechanism with a crowbar or screwdriver and gain easy access to the site. Add door plate / latch guard to reinforce door hardware.	Building Envelope	High
2	Upgrade internal door hardware for all external doors to include <u>bars, bolts or chains</u> to back up the deadbolt door locks.	Building Envelope	High
3	Apply shatterproof security window film to ground level townhouse windows.	Building Envelope	Moderate
4	Install motion activated security lighting at each townhouse doorway.	Lighting	Moderate
5	Increase external signage outside the townhouses relating to security patrols and CCTV camera presence.	Building Envelope	Moderate
6	Replace non-functioning doorbell camera at 2 Victoria Street and / or any other non-functioning bell.	Building Envelope	Moderate
7	Establish communication channels with other buildings on the street to share information of suspicious activity and incidents of concern. Build relationships with local police.	Property Wide	Low
8	Conduct an awareness campaign reminding residents to report suspicious individuals to security so their image may be shared with TPS if required.	Property Wide	Low
9	Ensure all policies are appropriate and up to date including acceptable use for camera systems.	Property Wide	Low
10	Monitor sites for short term rentals.	Property Wide	Low
11	Conduct a Fob audit yearly to ensure accurate record of fobs in distribution. Consider disabling fobs after 3 months of inactivity to ensure that lost fobs do not become a security vulnerability.	Property Wide	Low
12	Conduct fob conciliation to ensure that only current residents hold fobs allowing interior access to the townhouse backdoors.	Property Wide	Low
13	Ensure that security continues patrols monitor for signs of misuse, as well as to deter loitering and make note of areas in need of extra lighting or surveillance coverage with cameras.	Building Envelop	Low
14	Property Management may consider re-engaging 51 Division Crime Prevention Units for briefings or the Community Police Liaison Committee (CPLC). For more information, you can see the CPLC website and reach out to the contact portal to attend future meetings.	Property Wide	Consider
15	Replace doorbell activated cameras with motion-sensored doorbell cameras.	Building Envelope	Consider



THE METROPOLE

23 May 2024

Minutes of MTCC 1170 Meeting Number 240523R — Held on 23 May 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, James Louttit, and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

01 Call to Order: Keith Bricknell called the meeting to order at 1837h.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240523R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240523R, as presented.

Scott Froebe/James Louttit — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240523R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240523R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240507R, as presented.

Marc de Montigny/Nives Malara — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Late Self-Nomination: Please refer to Section 08(a) of this Agenda.

(ii) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

06 Motion to Receive Administrative and Security Reports as Information:

Resolution 240523R03: Receiving Administrative and Security Reports as Information

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for May 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 31 March 2024, and the Front Desk Security Report for the period 05 April 2024 to 04 May 2024.

Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes:

(a) None as of 23 May 2024.

08 Correspondence Requiring Action and/or Response:

- (a) Late Self-Nomination and Other Matters: The Board provided a response to an owner's email, directed Management to transmit the response to the owner, and authorised attachment of a redacted version of the response to the draft Minutes of Meeting #240523R.

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business: None

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240620R: 1830h on Thursday 20 June 2024.

14 Motion for Adjournment

Resolution 240523R08: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240523R at 1842h on Thursday 23 May 2024.

Scott Froebe/Marc de Montigny — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #240620R



THE METROPOLE
WITHOUT PREJUDICE

23rd May 2024

To: [Redacted]
From: Board of Directors — MTCC 1170
Re Email Dated 20th May 2024

This acknowledges receipt of the above-noted email. Numbered paragraphs herein somewhat correspond to the numbered paragraphs in your email.

01 Board Members' Email Addresses:

- (a) Page 66 of AGM 2023's "Notice of Meeting" (*aka* "Package") shows that the Board President divulged his contact-information. To what avail? In 2024, two owners emailed him — to share concerns and/or seek information. Appendices 05 and 11 of AGM 2024's "President's Report" are expanded versions of his responses.
- (b) The Board President's choices aside, must condominiums' directors provide similar contact-information? Neither the *Condominium Act* nor its *Regulations* compel condominiums' directors to do so. Certainly MTCC 1170 cannot divulge directors' email addresses without those directors' consent.
- (c) MTCC 1170's Rule "16.02 Complaint and Communication Process" already provides a sufficiently robust process for receiving owners' concerns and/or complaints. Also, Rule 16.02 reflects the requirement that directors' and/or corporate officers' actions are lawful only within a board meeting and/or the proceedings thereof (for example, within an *ad hoc* committee that a board creates — such as the *ad hoc* committee that recently met with townhouses' owners). Thus, even if directors' email addresses were available, the Board President's responses to such emails, as shown above, exemplify the outside limits of a director's ability to respond to an owner's concerns without first seeking permission from her/his board.
- (d) In a sense, then, Rule 16.02 demarcates the very necessary boundary between the legislative function (the Board of Directors) and the executive function (the Management Office) while still ensuring that the legislative function retains over-all control of the executive function.

02 Expiry of Directors' Terms and Methods of Voting:

- (a) The enclosed extract from AGM 2023's "Package" indicates that MTCC 1170's owners had at least one year's notice of impending term-expiries. Thus, in theory, at least, candidates could have filed their self-nominations for AGM 2024 as early as late May 2023. Except for dates and names, the enclosed extract exemplifies pages that have been appearing in MTCC 1170's AGM "Packages" for many years.
- (b) [Your Paragraph 4e —Part 2] questions the propriety of a "...vote in advance for sitting board members..." In fact, MTCC 1170's voting procedure allows owners to amend the "...vote in advance... as many times as they wish. This is evident in the automatic receipt-email that the provider sends whenever an owner votes, "For communities that permit, you can change your vote by clicking here... This link will remain active until the end of the voting period." MTCC 1170 is one of the "...communities that permit..." owners'

amendment of their previous votes. Thus, the "...vote in advance..." that you erroneously impugn is lawful and perfectly fair.

03 Number of Incidents Affecting Townhouses:

The security consultant's report says,

"Townhouse residents have reported two incidents in 2023 where unknown individuals violently kicked the exterior doors of townhomes possibly in attempt to gain entry, although their motives cannot be known for certain. Both incidents required the replacement of the townhouse door due to damage sustained during the kicking. The incidents took place in the spring and autumn of 2023 and were the catalyst for the exterior townhouse review on Victoria Street."

Your Board will be asking the security consultant to clarify that statement. Beyond that, however, your Board has already committed MTCC 1170 to ensuring that townhouses' doors, door-hardware, and windows comply with the Ontario Building Code's most recent standards for preventing intrusions. Your Board has also asked Management to get comparative prices and cost-benefit analyses for the security consultant's recommended "plastic film" *and* for laminated glass windows. Does MTCC 1170 have a legal obligation to take these steps? MTCC 1170 has already received assurances that townhouses' doors, door-hardware, and windows already meet or exceed requirements in the version of the Ontario Building Code that is legally applicable to MTCC 1170. Thus, the proposed and/or promised upgrades exceed MTCC 1170's obligations, and the resultant costs could trigger a challenge from MTCC 1170's other owners.

04 Request to Appear as a Delegation at a Board Meeting:

- (a) MTCC 1170's Board of Directors has sole, unfettered discretion about granting or denying requests to appear before the Board as a delegation. MTCC 1170's Board of Directors also has sole and unfettered discretion about receiving delegations during a meeting's regular session, or by sitting as a "committee of the whole, or by designating an *ad hoc* committee to undertake the task.
- (b) Further to *ad hoc* committees, three of MTCC 1170's Directors have already given generously of their time and effort to meet with townhouses' owners. Board Minutes and AGM 2024's "Package" memorialise their efforts and MTCC 1170's commitments to townhouses' safety and security.
- (c) Given the above-noted assurances, what useful result would ensue if MTCC 1170's Board were to grant your request to appear as a delegation? Would MTCC 1170's Board be correct in assuming that a major motivation for your request is an incident that occurred in the latter part of 2023? Thus, absent a substantive new issue that has not already gone through the process that Rule 16.02 prescribes, your Board will continue refusing to receive you as a delegation. If that decision continues dissatisfying you, other venues (such as the CAO) are available to you.

Thank you for your attention to this response. If you have further concerns, please first contact the Management Office — as per Rule 16.02.

The Board of Directors — MTCC 1170

Copy to Unit File

(iii) Marc de Montigny, who is not currently on the Board. Marc de Montigny resides at 7 King Street East Toronto ON.

11 To discuss such other business as may be brought before the meeting, although these matters may not be voted upon at this meeting.

12 Termination

Dated at Toronto, this 10th day of May 2023

Board of Directors — Metropolitan Toronto Condominium Corporation Number 1170

Information Circular 01 — AGM 2023’s Agenda-Items

This Information Circular explains agenda-related processes at MTCC 1170’s Annual General Meeting — 7:30 pm on 30 May 2023.

1-01 Presentation of Audited Financial Statements — Agenda Item #06

The auditor, Rapkin Wein LLP, will provide a brief presentation of the audited financial statements for the fiscal year ending 30 November 2022. Following his comments, owners will have the opportunity to ask any questions related to the statements.

1-02 Appointment of Auditors — Agenda Item #08

At the Meeting, owners must appoint Auditors to serve until MTCC 1170’s next Annual General Meeting and must authorize the Directors to fix a remuneration of the Auditors so appointed. The Directors recommend appointing Rapkin Wein LLP.

1-03 Election of Directors — Agenda Item #10

At the meeting, **owners of owner-occupied units** will elect one (1) Director for a three-year (3-year) term, as shown below, **and all owners** will elect one (1) Director for a three-year (3-year) term, also as shown below. The current composition of the Board, the Directors’ terms, and their present status appear below.

Director	Position	Elected In	Term Expires	Status
Keith Bricknell	President	2020*	2023	Seeking Re-Election
Nives Malara	Treasurer	2021	2024	Remaining on Board
Scott Froebe	General Manager	2021	2024	Remaining on Board
James Louttit	Vice President	2022	2025	Remaining on Board
Sheila Sproule	Corporate Secretary	2020*	2023	Not Seeking Re-Election
* Elections occurred at AGM 2020, which convened on 18 January 2021.				

1-04 Nominations

As the previously sent “Preliminary Notice of Meeting” indicated, nominations can occur before an AGM for inclusion in materials. Nominations can also occur during an AGM.

MTCC 1170s’ Zoom Registration Link for AGM 2023:

https://us06web.zoom.us/webinar/register/WN_z7grI_FdQLqmLv_uR8i9vA

Zoom Dial-In Info — Dial (for higher quality, dial a number based on your current location): Canada: +1 587 328 1099 or +1 647 374 4685 or +1 647 558 0588 or +1 778 907 2071 or +1 204 272 7920 or +1 438 809 7799

MTCC 1170’s Webinar ID for AGM 2023: 85369470262

Information Circular 02 — AGM 2023’s Voting Procedures

All Owners

Metropolitan Toronto Condominium Corporation No 1170
7 King Street East & Victoria Street
Toronto, ON M5C 3C5

Re: MTCC No 1170 — Preliminary Notice of Owners' Meeting

Please be advised that the Board of Directors of Metropolitan Toronto Condominium Corporation No 1170 will convene your Annual General Meeting (“AGM 2024”) on Thursday 30th of May 2024. Pursuant to Metropolitan Toronto Condominium Corporation N^o 1170’s By-Law N^o 13, AGM 2024 will occur virtually via CondoVoter www.condovoter.com. PropertyWright and/or CondoVoter will release Notice of AGM 2024 to all Owners of the Corporation on Tuesday 14th of May 2024.

At AGM 2024, two (2) positions are open for election and/or re-election to the Board of Directors. The three-year (3-year) term of office of Nives Malara, holding “Treasurer” director, and the three-year (3-year) term of office of Scott Froebe, holding “General Manager” director position. Both positions will expire naturally at AGM 2024.

Those who are seeking election and/or re-election shall comply with the following conditions.

- 01 Section 45(1) of The Condominium Act, 1998, and Section 12(1) of Ontario Regulation 48/01 under the Condominium Act, 1998, provide that anyone seeking election to the Board of Directors and wishing to have his/her name, address, and election-materials included in the Notice of Meeting must notify the Corporation and provide her/his election materials no later than 12.00pm on Friday 10 May 2024.
- 02 With their notice of candidacy, all candidates shall include disclosure information pursuant, inter alia, to Section 29(1) of the Condominium Act, 1998, and Section 11.10 of Ontario Regulation 48/01. <https://www.lashcondolaw.com/wp-content/uploads/2018/04/Director-Candidate-Disclosure-Form-PDF-2018.pdf> provides one example of a generally acceptable disclosure form template.
- 03 To have their names, addresses, and election-materials included in the Notice of Meeting candidates shall submit any and all materials to the undersigned by one or more of the following methods — no later than 12.00pm on Friday 10 May 2024:
 - (a) by email to mtcc1170@outlook.com; and/or
 - (b) by fax at 416.861.8341; and/or
 - (c) by Canada Post and/or courier at 2 Bloor St East, Suite 3500, Toronto, ON M4W 1A8
 - (d) in person at the site Management Office – 7 King Street East

Please note that choices 03(a), 03(b), 03(c) and/or 03(d) are the sole means by which candidates may submit names, addresses, and election-materials for inclusion in the Notice of Meeting and note that 12.00pm on Friday 10 May 2024 is the deadline for submissions. Note, too, that the above-noted choices and deadline are also applicable to any other materials that Owners might wish to submit pursuant, inter alia, to Section 12.8(1) of Ontario Regulation 48/01-<https://www.ontario.ca/laws/regulation/010048#BK30>

- 04 Section 12.2 (v) of Ontario Regulation 48/01 requires a copy of Subsection 29(1) of the Condominium Act and Section 11.6 of Ontario Regulation 48/01 to appear, as noted below:



THE METROPOLE

20 June 2024

Minutes of MTCC 1170 Meeting Number 240620R — Held on 20 June 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, James Louttit; and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

01 Call to Order: Keith Bricknell called the meeting to order at 1840h.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240620R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240620R, as presented.

Scott Froebe/James Louttit — Carried

03 Assignment of Duties:

(a) Assignment of Corporate Officers' Duties until AGM 2025

Surname	Given Name	Position
Bricknell	Keith	President
de Montigny	Marc	Corporate Secretary
Froebe	Scott	General Manager
Louttit	James	Vice President
Malara	Nives	Treasurer

(b) *Pro Tempore* Reassignments: Unnecessary for Meeting #240620R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240620R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240523R, as presented.

Marc de Montigny/Nives Malara — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Response to Crane Incident: Please refer to Section 11(a) of these Minutes.

(ii) Townhouses' Security Enhancements: Please refer to Section 11(b) of these Minutes.

(iii) EV-Charging: Please refer to Section 11(b) of these Minutes.

(iv) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

- 06 Motion to Receive Administrative and Security Reports as Information:
Resolution 240620R03: Receiving Administrative and Security Reports as Information
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for June 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 30 April 2024, and the Front Desk Security Report for the period 05 May 2024 to 04 June 2024.
Nives Malara/Marc de Montigny — Carried
- 07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes: None
- 08 Correspondence Requiring Action and/or Response: None
- 09 Special Committee Reports: None
- 10 Other Reports: None
- 11 New and/or Brought-Forward Business:
- (a) Response to Crane Incident: Directors affirmed their emailed consent to Management's response, thanked Management and the Board President for their roles in formulating the response, and authorised attachment of the response to the Minutes of Meeting #240620R.
- (b) Townhouses' Security Enhancements: (*Keith Bricknell surrendered the Chair to James Louttit.*)
Resolution 240620R04: Authorising Townhouses' Security-Enhancements
WHEREAS external circumstances, beyond MTCC 1170's control, necessitate townhouses' security-enhancements to their exclusive-use common elements;
THEREFORE,
BE IT RESOLVED that MTCC 1170 shall engage [Hi-Lon Glass Services Ltd](#) to provide the following security-enhancements to exclusive-use common elements, for amounts indicated hereunder...
01 eight (8) front doors facing Victoria Street — \$32 504.00 +HST;
02 eight (8) side-light glass replacements — \$17 536.00 + HST; AND,
03 eight (8) armour-film for principal windows and door side-lights — \$13 440.00 = HST; AND, FURTHER,
BE IT RESOLVED that payment for the above-noted security-enhancements shall be from the Reserve Fund
Keith Bricknell/Scott Froebe — Carried
- (c) EV-Charging: (*Keith Bricknell resumed the Chair.*)
Resolution 240620R05: Approving the EV-Charging Policy
WHEREAS Management has provided the EV-Charging Policy; THEREFORE,
BE IT RESOLVED that MTCC 1170's Directors approve the EV-Charging Policy and authorise its attachment to the Minutes of Meeting #240620R.
James Louttit/Scott Froebe — Carried
- 12 Perusal File of Correspondence Received as Information: Received by e-mail.
- 13 Date of the Next Meeting(s):
- (a) Special Meeting: TBA

(b) Regular Meeting #240718R: 1830h on Thursday 18 July 2024.

14 Motion for Adjournment

Resolution 240620R06: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240620R at 1854h on Thursday 20 June 2024.

Scott Froebe/James Louttit — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #240718R



THE METROPOLE

11 June 2024

John Elvidge — City Clerk
Toronto City Hall 13th fl. W
100 Queen St W
Toronto ON M5H 2N2

Dear John Elvidge

Re ROC Corporation's and 8 Colborne Street's Failure to Comply with Terms and Conditions Prescribed in the Enclosed "Temporary Street Occupation Permit"

From early morning on 08 June 2024 until late afternoon that day, a 250-tonne mobile crane prevented MTCC 1170's residents from entering and/or departing from their two parking garages, and/or from using MTCC 1170's loading dock (all accessible only via Colborne Street).

As for authorisations, Toronto Transportation Services issued the above-noted Permit on 04 June 2024. However, neither ROC Corporation nor 8 Colborne Street used the four days' lead-time to provide oral and/or written notice to 7 King Street East (MTCC 1170). We believe that the failure to provide notice violated Chapter 743's general expectations for issuance of notice to properties that "...Temporary Street Occupation..." might affect.

As for explicit requirements, Chapter 743-18(C) says...

A permit issued under this Section shall not authorize the temporary occupation of any portion of the street beyond the limits of the subject property's frontage on the street, unless the adjoining property owner consents, in writing, to the General Manager issuing a permit for the temporary occupation of the street adjoining their property and the adjoining property owner waives all claims against the City for any losses and damages that may arise or result directly or indirectly from this temporary occupation.

Neither the crane-company's owner nor the crane-company's client sought MTCC 1170's written permission for the crane's inexcusably inconvenient and unduly long placement. Nor did MTCC 1170 provide written permission for the crane's placement. Thus, that placement does seem to contravene Chapter 743-18(C).

MTCC 1170 notes that Chapter 743-51(A) says that "Any person who contravenes any provision of this chapter is guilty of an offence or is liable to an administrative penalty." Chapter 743-51(C) says, "Every person convicted of an offence under this chapter, other than an administrative penalty under §§ 743-8D(4) or 743-29I(5), is liable to a fine as provided for in the Provincial Offences Act." Thus, MTCC 1170 asks the City to impose whichever of those two penalties it deems most appropriate on ROC Corporation and/or 8 Colborne Street.

Thank you for your attention to this request — a request that reflects the emailed consent of MTCC 1170's governing board.

Your sincerely
MTCC 1170

Nancy Bijelic RCM — Property Manager



Phone:	(416) 392-6593
Fax:	(416) 392-7465
24 Hours Dispatch:	(416) 392-5556
48 Hour Fax Notification:	
SOP Office, Metro Hall, 17th Floor	
Permit No:	987101001
HUB CA PM Hoist Ton-1Lane	\$1,283.02
HUB CA PM Hoist Ton-full lane clos	\$1,156.75
Lost Parking Meter Fees	\$270.00

TEMPORARY STREET OCCUPATION PERMIT HOISTING

This is issued for the locations specified and subject to the Applicant complying with all of the relevant laws, By-laws and the Terms and Conditions set below and on the reverse, and shall be subject to cancellation at any time without notice.

APPLICANT: ROC Corp 250 Royal Oak Rd Cambridge, Ontario N3E 0A4	CONTACT: Rosa Alonso Phone: (519) 650-6715
--	--

LOCATION: 8 COLBORNE ST at YONGE ST to SCOTT ST	City Ward: 13 District: Toronto a York
--	---

PURPOSE: Hoisting -- Full road closure of Colborne St from Yonge St to Scott St in order to facilitate 250 tonne mobile crane for hoisting heating equipment

TIME PERIOD:

From: June 8, 2024	To: June 8, 2024	7:00 am	5:00 pm
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Standard Conditions

The applicant shall, at their expense, comply with the conditions described in Appendix A of Chapter 743 ("Use of Streets and Sidewalks") of the Toronto Municipal Code. A copy of these conditions can be found at http://www.toronto.ca/legdocs/municode/1184_743.pdf

SPECIAL CONDITIONS:

- 1.0 Reviewed by Julia Carew, Work Zone Coordinator.
- 2.0 Proper traffic control set-up and signage required as per the Ontario Traffic Manual, Book 7: Temporary Conditions and Book 18 Cycling Facilities, submitted/discussed Traffic Management Plan. All occupation of any public highway must also be compliant with the Occupational Health and Safety Act, AODA, City of Toronto Guiding Principles for Cycling Safety in Work Zones, the City of Toronto specification TS1.003.0
- 3.0 Applicant is responsible to submit a RoDARS notification directly to the Toronto Traffic Management Centre at <https://rodars.transnomis.com/> and area Traffic Work Zone Co-ordinator a minimum of 48 hours prior to work.
- 4.0 Applicant must maintain local accesses to all affected properties safely at all times.
- 5.0 This permit does not include the parking of personal/transportation vehicles. All parking must be in a legal spot.
- 6.0 Applicant must notify residence associations and nearby businesses ahead of closure.
- 7.0 One (1) police officer required for vehicular and pedestrian traffic control.
- 8.0 One (1) certified traffic control persons required.

The Applicant, (and where applicable, all heirs, executors, administrators, successors and assigns), agrees to indemnify and save harmless the City of Toronto, and any other corporations, boards, commissions or entities having utilities or services in the vicinity of any work undertaken pursuant to this permit which as a result of such work suffers any loss, costs, damages, claims for lien, charges or expenses, (except such that are attributable to the negligence of the City, its servants, agents or contractors other than in granting this permit as requested). This indemnity shall survive the expiry of this permit. The permanent repairs carried out by the City shall be paid by the Applicant.

NOTE: This permit authorizes occupation only during the times and at the location specified herein. Any change or extension of time or any change of location must be the subject of a new application to the General Manager of Transportation Services.

For: General Manager of
Transportation Services

Karen Liang

Issued by: Karen Liang

Date Issued: Jun 04, 2024

Applicant or Signing Officer:

Date Printed:



Electric Vehicle Charging Station Guide for Residents



Introduction:

As the demand for Electric Vehicles (EVs) continues to rise, the Board of Directors and the management have installed Electric Vehicle Infrastructure to cater to this growing need. To help residents in getting Electric Vehicle Charging Stations installed in their parking spaces, we have prepared this comprehensive guide.

Requesting a Proposal:

For unit owners interested in obtaining a proposal for the installation of an Electric Vehicle Charging Station, please fill out the [Online Request Form](#). Signature Electric, our trusted provider, will then assign a team member to gather all

necessary information and prepare the proposal. Rest assured, this preliminary step is at no cost to you, and you are under no obligation to complete the installation.

Installation Cost:

The cost to install an Electric Vehicle (EV) Charging Station in your parking space depends on two main factors: the distance from the nearest dedicated Electrical Panel for EV infrastructure and the complexity of the installation process. Parking spaces vary in proximity to this electrical panel, affecting the overall installation cost.

The Electric Vehicle Charging Station and the installation cost typically range from \$2,250 to \$6,500, plus applicable taxes. Additionally, if the installation requires upgrading wires and conduits to address a 3% voltage drop, this will also affect the total cost.

Important Notes:

- The applicant must be a registered unit owner, and their name must match the registered unit owner on file.
- Tenants interested in an Electric Vehicle Charging Station ***must*** contact their landlords to start the request.
- Please provide ***exact details*** about your Parking Space and Parking Level.

Steps to Installation:

Step 1: Installation Application — Once the proposal is accepted, Signature Electric will prepare an application for your installation, along with all supportive documents such as work descriptions, specifications, and installation drawings as per [Section 24.2 of Ontario Regulation 48/01](#) and [Canadian Authority of Ontario \(CAO\) Guidelines](#). Review the application carefully to ensure that all the information is correct and sign it. Submit the signed application to the property manager for the Board of Directors to review your application.

Step 2: Legal Process — After receiving your application, the Board of Directors will review it and provide their decision. Once approved, the property management office will engage a lawyer to prepare an agreement and register the Electric Vehicle Charging Station on your property title. Please note that the legal costs associated with this process (approximately \$1,000.00) are your responsibility.

Step 3: Agreement Execution: Once the agreement is prepared and signed by both parties, the property manager will then inform Signature Electric to schedule the installation of your Electric Vehicle Charging Station accordingly.

Step 4: Payment — Management will collect the payment for:

- Electric Vehicle Charging Station and Installation
- Legal Cost
- Infrastructure Recovery Cost

Step 5: Installation — Before installation, it is essential for Signature Electric to know the exact location on the wall where the Electric Vehicle Charging Station's placement will occur. To help you, Signature Electric will provide you with the instructions so you can mark the desired location on the wall. This ensures best placement of the charging station as per your requirements. Upon successful installation, Signature Electric will provide you with the ESA Certificate of Acceptance to ensure that the installation follows safety standards and regulations.

Step 6: Activation

- **Option One.** After the installation and inspection are completed, the electrician will test and commission the Charging Station, ensuring it is properly connected to Cloud Services. SWITCH Energy, your service provider, will receive notification. SWITCH Energy will then guide you through the steps to open an account and activate your Charging Station.
- **Option Two.** After the satisfactory installation and inspection, the electrician will test and commission the Charging Station, ensuring its proper connection to Cloud Services, but will leave the Charging Station in a "Non-Active" state. This allows you to avoid monthly service fees until you are ready to use the charging station. When you decide to activate the charging station, you can contact Signature Electric, and they will help you with the activation process.

By following these steps, you can easily have an Electric Vehicle Charging Station installed in your parking space, contributing to the sustainability efforts of our community. Should you have any questions or need further assistance, feel free to reach out to [Signature Electric](#) at 416-490-8093.

Thank you for your commitment to a greener future!



THE METROPOLE

18 July 2024

Minutes of MTCC 1170 Meeting Number 240718R — Held on 18 July 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, James Louttit; and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

01 Call to Order: Keith Bricknell called the meeting to order at 1843h.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240718R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240718R, as presented.

Marc de Montigny/Nives Malara — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240718R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240718R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240620R, as presented.

Marc de Montigny/Nives Malara — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Receiving a Progress Report: Please refer to Section 11(a) of these Minutes.

(ii) Receiving Bid Documents: Please refer to Section 11(b) of these Minutes.

(iii) Townhouses' Lighting: Please refer to Section 11(c) of these Minutes.

(iv) Swimming Pool Maintenance: Please refer to Section 11(d) of these Minutes.

(v) Garages' Drainpipes: Please refer to Section 11(e) of these Minutes.

(vi) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

06 Motion to Receive Administrative and Security Reports as Information:

Resolution 240718R03: Receiving Administrative and Security Reports as Information

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for July 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 31 May 2024, and the Front Desk Security Report for the period 05 June 2024 to 03 July 2024.

Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes: None

08 Correspondence Requiring Action and/or Response:

(a) The Board acknowledged receiving correspondence from a resident owner, but agreed that legal advice would be advisable before addressing the correspondence's issues.

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business:

(a) Receiving a Progress Report:

Resolution 240718R04: Receiving a Renovation's Progress Report as Information

WHEREAS [Building Sciences](#) has provided Construction Review Report N^o 1 ("Report") for Project N^o 03136 ("Compactor and Garbage Rooms and Loading Dock Floor Slab Waterproofing Membrane Replacements"); THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 receives the analysis as information; AND, FURTHER,

BE IT RESOLVED that MTCC 1170 notes that [Kuch Contracting](#) will be returning on or about 18th July 2024 to install the small area of ceramic tiles at the compactor room's entry.

Scott Froebe/James Louttit — Carried

(b) Receiving Bid Documents: *Keith Bricknell surrendered the Chair to James Louttit.*

Resolution 240718R05: Receiving Bid Documents as Information

WHEREAS [Building Sciences](#) has provided "Exterior Sealant Replacement Bid Documents for Metropolitan Toronto Condominium Corporation" ("Bid Documents") for MTCC 1170's ground floor to fourth floor (inclusive of both floors); THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 receives the analysis as information and approves its use for differentiating among competing bids for the remedial work that the Bid Documents describe; AND, FURTHER,

BE IT RESOLVED that MTCC 1170 directs Management, as might be necessary, to inform and assist Building Sciences in the bid-analysis process.

Scott Froebe/Keith Bricknell — Carried

(c) Townhouses' Lighting:

Resolution 240718R06: Authorising Townhouses' Lighting Upgrades

WHEREAS motion-sensor activated lighting could enhance townhouses' security; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall pay [Trace Electric](#) \$1,912.00 (+HST) to provide motion-sensor activated lighting and lighting fixtures whose aesthetics Management shall discuss with townhouses' owners; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted security-enhancements shall be from the Reserve Fund.

Keith Bricknell/Scott Froebe — Carried

(d) Swimming Pool Maintenance: *Keith Bricknell resumed the Chair.*

Resolution 240718R07: Authorising Swimming Pool Maintenance

WHEREAS the swimming pool requires replacement of age-and/or-use-related components; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall engage [Superior Pool, Spa, and Leisure Ltd](#) to provide the following component-replacements...

- 01 Quote #00002713 — Replace Electrical Pool Heater — \$8,317.20 (Incl HST) **[Amended during Regular Meeting #240926R]**; AND,
- 02 Quote #00002724 — Replace Pool Chemical Controller — \$9,703.25 (Incl HST); AND, FURTHER

BE IT RESOLVED that payment for the above-noted replacements shall be from the Reserve Fund.

James Louttit/Scott Froebe — Carried

(e) Garages' Drainpipes:

Resolution 240718R08: Authorising Garages' Drainpipe Replacements

WHEREAS garages' drainpipes above two (2) commercial units have shown indications of leakage; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall pay [Jermark Plumbing and Mechanical Services Ltd](#) \$4,900.00 (+HST) to replace the worn-out cast-iron pipes with more durable [XFR pipe](#); AND, FURTHER,

BE IT RESOLVED that payment for the above-noted security-enhancements shall be from the Reserve Fund.

Scott Froebe/James Louttit — Carried

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240822R: 1830h on Thursday 22 August 2024.

14 Motion for Adjournment

Resolution 240718R09: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240718R at 1854h on Thursday 18 July 2024.

Scott Froebe/James Louttit — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny



THE METROPOLE

29 August 2024

Minutes of MTCC 1170 Meeting Number 240822R — Held on 29 August 2024

Present: Board — Keith Bricknell, Marc de Montigny, James Louttit; and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: Scott Froebe

01 Call to Order: Keith Bricknell called the meeting to order at 1840h, with the explanation that unanticipated absence of quorum prevented Meeting #240822R from convening on 22nd August 2024. Nonetheless, tonight's meeting continues with its designation in Section 13(b) of the Minutes for Regular Meeting #240718R.

02 Waiver of Notice, and/or Adoption of Agenda and Additions:

Resolution 240822R01: Adoption of the Agenda

BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240822R, as presented.

Marc de Montigny/Nives Malara — Carried

03 Assignment of Duties:

(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240822R.

04 Review and Adoption of Previous Meetings' Minutes:

Resolution 240822R02: Adoption of Minutes

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240718R, as presented.

Marc de Montigny/Nives Malara — Carried

05 Administrative and Security Reports:

(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.

(i) Affirming Agreement with Corporate Legal Counsel's Recommendations: Please refer to Sections 08(a) and 08(b) of these Minutes.

(ii) Receiving a Report as Information: Please refer to Section 11(a) of these Minutes.

(iii) Third and Fourth Floors' Windows' Investigations: Please refer to Section 11(b) of these Minutes.

(iv) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.

06 Motion to Receive Administrative and Security Reports as Information:

Resolution 240822R03: Receiving Administrative and Security Reports as Information

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for August 2024, PropertyWright's rendering

of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 30 June 2024, and the Front Desk Security Report for the period 04 July 2024 to 04 August 2024.

Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes: None

08 Correspondence Requiring Action and/or Response:

(a) Response to a Resident Owner's Correspondence: The Board affirms its previously emailed agreement with the response that Corporate Legal Counsel recommended and has provided that response to the above-noted resident owner.

(b) Response to the Above-Noted Resident Owner's Additional Correspondence: The Board affirms its previously emailed agreement with the response that Corporate Legal Counsel recommended and has provided that response to the above-noted resident owner.

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business: *Keith Bricknell surrendered the Chair to James Louttit.*

(a) Receiving a Report as Information:

Resolution 240822R04: Receiving an Engineering Report as Information

WHEREAS [CodeNext Inc](#) has provided Occupant Load Analysis #24P294 for MTCC 1170's "Cardio Room"; THEREFORE,

BE IT RESOLVED that MTCC 1170's Board of Directors receives the analysis as information; AND, FURTHER,

BE IT RESOLVED that MTCC 1170's Board of Directors requires Management to use the above-noted Occupant Load Analysis as a guideline when recommending acquisition of additional "cardio" equipment; AND, FURTHER,

BE IT RESOLVED that Management should require the Superintendent to take occasional CO2 measurements in the "Cardio Room" when its occupancy-levels are highest and indoor air quality might be lowest.

Keith Bricknell/Nives Malara — Carried

(b) Affirming Sealant Investigation:

. Resolution 240822R05: Affirming Emailed Agreement for a Window-Sealant Investigation

WHEREAS Management has reported the advisability of a window-sealant investigation for MTCC 1170's third and fourth floors; THEREFORE,

BE IT RESOLVED that MTCC 1170 Directors affirm their emailed consent to pay [Kuch Contracting Inc](#) \$3,729.00 (Incl HST) to supply a safety fence and Zoom Boom to facilitate [Building Sciences'](#) investigation and report on the affected areas; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted security-enhancements shall be from the Operating Fund.

Keith Bricknell/Nives Malara — Carried

Keith Bricknell resumed the Chair.

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #240926R: 1830h on Thursday 26 September 2024.

14 Motion for Adjournment

Resolution 240822R09: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240822R at 1850h on Thursday 29 August 2024.

James Louttit/Marc de Montigny — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #240926R



THE METROPOLE

26 September 2024

Minutes of MTCC 1170 Meeting Number 240926R — Held on 26 September 2024

Present: Board — Keith Bricknell, Scott Froebe, Marc de Montigny, James Louttit; and Nives Malara; and PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

- 01 Call to Order: Keith Bricknell called the meeting to order at 1850h.
- 02 Waiver of Notice, and/or Adoption of Agenda and Additions:
Resolution 240926R01: Adoption of the Agenda
BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 240926R, as presented.
James Louttit/Scott Froebe — Carried
- 03 Assignment of Duties:
(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #240926R.
- 04 Review and Adoption of Previous Meetings' Minutes:
Resolution 240926R02: Adoption of Minutes
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240822R, as presented.
Marc de Montigny/Nives Malara — Carried
- 05 Administrative and Security Reports:
(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.
(i) Amending A Previous Resolution: Please refer to Section 11(a) of this Agenda.
(ii) Facilitating Beanfield: Please refer to Section 11(b) of this Agenda.
(iii) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.
- 06 Motion to Receive Administrative and Security Reports as Information:
Resolution 240926R03: Receiving Administrative and Security Reports as Information
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for September 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 31 July 2024, and the Front Desk Security Report for the period 05 August 2024 to 03 September 2024.
Nives Malara/Marc de Montigny — Carried
- 07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes: None
- 08 Correspondence Requiring Action and/or Response: None as of 26 September 2024.

09 Special Committee Reports: None

10 Other Reports: None

11 New and/or Brought-Forward Business:

(a) Amending a Previous Resolution:

Resolution 240926R04: Amending Resolution #240719R07

WHEREAS Management has reported that remediation encompassed in [Superior Pool Spa & Leisure](#)'s Quote #00002713 would be insufficient for providing full functionality; THEREFORE,

BE IT RESOLVED that MTCC 1170 rescinds and deletes Section 01 of Resolution #240719R07 and replaces the deleted section as follows:

01 Quote # 00003013 — Replacement of Pool Salt System — \$18,519.97 (Incl HST); AND, FURTHER,

BE IT RESOLVED that payment for work encompassed in the above-noted amendment to Resolution #240719R07 shall be from the Reserve Fund.

James Louttit/Scott Froebe — Carried

(b) Facilitating an ISP's Request (*explanation appended to these Minutes*):

Keith Bricknell surrendered the Chair to James Louttit

. Resolution 240926R05: Facilitating MTCC 1170's Access to Beanfield's Services

WHEREAS the CRTC's "[Telecom Decision CRTC 2016-324](#)" mandates "...timely access on reasonable terms and conditions to multi-dwelling units located in Toronto, Ontario..."; AND,

Whereas an additional ISP's availability could provide greater choice for MTCC 1170's Owners and/or Residents; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall enter into a "Network Upgrade Agreement" and a "Marketing Agreement" with [Beanfield](#).

Keith Bricknell/Scott Froebe — Carried

Keith Bricknell resumed the Chair

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #241017R: 1830h on Thursday 17 October 2024.

14 Motion for Adjournment

Resolution 240926R06: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 240926R at 1900h on Thursday 26 September 2024.

Scott Froebe/James Louttit — Carried

"Keith Bricknell"

"Marc de Montigny"

President: Keith Bricknell

Secretary: Marc de Montigny

In a [recent decision](#), the Canadian Radio-Television and Telecommunications Commission (“**CTRC**”) threatened to cut off all telecommunications services to a condominium building if the condominium corporation did not provide timely access on reasonable terms and conditions to a fourth telecommunications service provider (“**TSP**”).

There were already three TSP’s providing services to TSCC No. 2322 (the “**Corporation**”). Discussions between the Corporation and Beanfield Technologies Inc. (“**Beanfield**”) failed to result in any access rights being granted to Beanfield. The Corporation’s position was that:

- The building’s infrastructure could not accommodate Beanfield’s network, as there wasn’t sufficient capacity in the existing conduits for Beanfield’s fibres;
- Allowing Beanfield to install additional conduits (which Beanfield offered to do at its own expense) would cause unnecessary disruption to residents;
- If access was given to Beanfield to construct additional conduits, the construction would have to be done by contractors approved by the Corporation;
- As there were already three TSP’s in the building there was sufficient competitive choice for residents to select a TSP.

Beanfield brought an application to the CRTC requesting that the CRTC require the Corporation to provide access to Beanfield. Beanfield also requested that access be granted on commercially reasonable terms as set out in either its standard access agreement or in the access agreements which the Corporation had previously entered into with Bell or Rogers.

The CRTC determined that at a minimum Beanfield should be entitled to access from the street to the building’s main terminal room, access to the units upon request for its services, plus access required for the purpose of installing, operating, maintaining and replacing Beanfield’s facilities. However, the CRTC felt that it was not appropriate for the terms of either the Bell or Rogers contract to apply as Beanfield was not entitled to benefit from negotiations in which it did not participate. The CRTC also did not support the Corporation’s position that Beanfield’s installations could only be carried out by contractors approved by the Corporation, on the basis that this was a term that the parties should negotiate between themselves.

Ultimately the CRTC did not order the Corporation to provide access to Beanfield. Instead, the CRTC left it to the parties to finalize negotiations for access, with strong negative ramifications for the Corporation and in particular, the residents, if Beanfield was not granted the access rights as described above:

- If access is not granted to Beanfield within 60 days, then the existing TSP’s would not be permitted to provide services to any new resident of the condominium or to any current resident who was not an existing customer of the applicable TSP.
- If access is not granted to Beanfield within 90 days, then the existing TSP’s would not be able to upgrade or modify the services currently being provided to existing customers.
- If access is not granted within 120 days, then the CRTC would consider either issuing an order requiring that access be granted to Beanfield or alternatively, issue a decision that the existing TSP’s would no longer be permitted to provide any services to the condominium residents.

The CRTC decision was aimed at facilitating competition and maximizing consumer choice, so that residents would be able to select the TSP of their choice regardless of the type of dwelling in which they resided.

This decision by the CRTC puts all condominium corporations on notice that they cannot deny timely access on reasonable terms and conditions to any new TSP.

- <https://www.lashcondolaw.com/crtc-ruling-on-telecom-service-provider-access-to-condo-buildings/>
- <https://crtc.gc.ca/eng/archive/2016/2016-324.htm>



THE METROPOLE

17 October 2024

Minutes of MTCC 1170 Meeting Number 241017R — Held on 17 October 2024

Present: Board — Keith Bricknell, Marc de Montigny, Nives Malara, and James Louttit; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: Scott Froebe

- 01 Call to Order: Keith Bricknell called the meeting to order at 1831h.
- 02 Waiver of Notice, and/or Adoption of Agenda and Additions:
Resolution 241017R01: Adoption of the Agenda
BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 241017R, as presented.
James Louttit/Marc de Montigny — Carried
- 03 Assignment of Duties:
(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #241017R.
- 04 Review and Adoption of Previous Meetings' Minutes:
Resolution 241017R02: Adoption of Minutes
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 240926R, as presented.
Marc de Montigny/Nives Malara — Carried
- 05 Administrative and Security Reports:
(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.
(i) HVAC Remediation: Please refer to Section 11(a) of these Minutes.
(ii) Fiscal 2024-2025's Budget: Please refer to Section 11 (b) of these Minutes.
(iii) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.
- 06 Motion to Receive Administrative and Security Reports as Information:
Resolution 241017R03: Receiving Administrative and Security Reports as Information
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for October 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2022 to 31 August 2024, and the Front Desk Security Report for the period 04 September 2024 to 04 October 2024.
Nives Malara/Marc de Montigny — Carried
- 07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes: None
- 08 Correspondence Requiring Action and/or Response:
(a) None.

09 Special Committee Reports:

(a) None

10 Other Reports:

(a) None

11 New and/or Brought-Forward Business:

(a) HVAC Remediation: **Amended by Resolution #241216R04**

Resolution 241017R04: Affirming Emailed Authorisation for HVAC Repairs

WHEREAS Management has reported HVAC malfunctions in the main dual loop piping system, and has recommended acceptance of [Ambient Mechanical](#)'s remedial Quote #QUO-28357-V6P0; THEREFORE,

BE IT RESOLVED that MTCC 1170 Directors affirm their emailed consent to pay [Ambient Mechanical](#) \$4,055.19 (+HST) to complete the remediation that the above-noted Quote describes; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted remediation shall be from the Reserve Fund.

James Louttit/Marc de Montigny — Carried

(b) Fiscal 2024-2025's Budget:

Resolution 241017R05: Approval of the 2024-2025 Budget

WHEREAS the *Condominium Act* and *Regulations* require condominiums' boards to assume sole responsibility for passing annual budgets; AND,

WHEREAS the Board of Directors of Metropolitan Toronto Condominium Corporation Number 1170 has received, examined, and discussed recommendations from PropertyWright Management's personnel; THEREFORE,

BE IT RESOLVED that the Board of Directors of Metropolitan Condominium Corporation Number 1170 authorises the following budget for 01 December 2024 to 30 November 2025 (inclusive of both dates):

(a) an Operating Budget of \$2,269,548.00; and,

(b) as previously affirmed, via Board Resolution 240321R04, a Reserve Fund Contribution of \$878,421.00; AND, FURTHER,

BE IT RESOLVED that that the Board of Directors of Metropolitan Condominium Corporation authorises the Treasurer, the General Manager, or the President, or any of them, to append materials to distribution-copies of the above-noted Budget, explaining the Budget *per se*, and/or any circumstances that might give rise to a Special Assessment during the above-noted Budget's operating period.

Nives Malara/Marc de Montigny — Carried

(c) Reconstituting *Ad Hoc* Committees and Appointing/Reappointing Chairs:

(i) Toronto Fire Department Toy Drive: Directors agreed that the Vice President should continue as sponsor of this activity and thanked him in advance for his involvement.

(ii) MTCC 1170 Staff Fund: Directors agreed that Mrs Margaret "Peggy" Bricknell should continue as Chair of this committee and thanked her in advance for her involvement.

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #241119R: 1830h on Tuesday 19 November 2024.

14 Motion for Adjournment

Resolution 241017R06: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 241017R at 18505h on Thursday 17 October 2024.

Marc de Montigny/James Louttit — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #241119R



THE METROPOLE

19 November 2024

Minutes of MTCC 1170 Meeting Number 241119R — Held on 19 November 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: James Louttit

- 01 Call to Order: Keith Bricknell called the meeting to order at 1850h.
- 02 Waiver of Notice, and/or Adoption of Agenda and Additions:
Resolution 241119R01: Adoption of the Agenda
BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 241119R, as presented.
Scott Froebe/Marc de Montigny — Carried
- 03 Assignment of Duties:
(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #241119R.
- 04 Review and Adoption of Previous Meetings' Minutes:
Resolution 241119R02: Adoption of Minutes
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 241017R, as presented.
Marc de Montigny/Scott Froebe — Carried
- 05 Administrative and Security Reports:
(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.
(i) Sealant Replacement: Please refer to Section 11(a) of these Minutes.
(ii) Cleaning Contract: Please refer to Section 11(b) of these Minutes.
(iii) Security Contract: Please refer to Section 11(c) of these Minutes.
(iv) Annual Fire System Test: Please refer to Section 11(d) of these Minutes.
(v) Insurance Renewal: Please refer to Section 11(e) of these Minutes.
(vi) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.
- 06 Motion to Receive Administrative and Security Reports as Information:
Resolution 241119R03: Receiving Administrative and Security Reports as Information
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for November 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 30 September 2024, and the Front Desk Security Report for the period 05 October 2024 to 04 November 2024.
Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes: None

08 Correspondence Requiring Action and/or Response:

(a) None.

09 Special Committee Reports:

(a) None

10 Other Reports:

(a) None

11 New and/or Brought-Forward Business:

(a) Sealant Replacement: *Keith Bricknell surrendered the Chair to Nives Malara.*

Resolution 241119R04: Authorising Window-Sealant Remediation

WHEREAS pursuant to the "Window Sealant Investigation" that the Board of Directors authorised during Regular Meeting #240822R, [Building Sciences](#) has recommended a contractor capable of this remedial work; THEREFORE,

BE IT RESOLVED that MTCC 1170 shall pay [Kuch Contracting Inc](#) \$284,025.50 (+HST) to complete the above-noted remediation from the ground floor to the fourth floor (inclusive of both floors), commencing in Spring 2025; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted remediation shall be from the Reserve Fund.

Keith Bricknell/ Scott Froebe — Carried

(b) Cleaning Contract: *Keith Bricknell resumed the Chair.*

Resolution 241119R05: Renewing a Cleaning Services Contract

WHEREAS Metropolitan Toronto Condominium Corporation N^o 1170 (MTCC 1170) has received a request to renew its contract with [M&G Maintenance](#) (M&G); AND,

WHEREAS M&G has presented terms satisfactory to MTCC 1170; AND,

WHEREAS M&G's services have fulfilled MTCC 1170's expectations; THEREFORE,

BE IT RESOLVED that MTCC 1170 authorises renewal of the above-noted contract, subject to terms and conditions described hereunder:

01 except for effective dates and service-prices, the original Cleaning Services Agreement, dated 01 March 2004, shall remain in full force and effect;

02 effective dates for the renewal-contract shall be 01 December 2024 to 30 November 2027, inclusive of both dates; AND,

03 HST-inclusive annual fees, for the first, second, and third years, respectively, shall be \$205,293.23, \$211,452.00, and \$217,795.56.

Scott Froebe/Marc de Montigny — Carried

(c) Security Contract:

Resolution 241119R06 Renewing a Service Contract with Allied Universal Security Services

WHEREAS MTCC 1170 continues to receive desired levels of service from Allied Universal Security Services; AND,

WHEREAS [Allied Universal Security Services](#) has the required levels of expertise, as well as ongoing familiarity with MTCC 1170's expectations, security systems, and fire-safety systems; THEREFORE,

BE IT RESOLVED that the Board of Directors of MTCC 1170 authorises renewal of its service contract with Allied Universal Security Services, subject to the following terms (inclusive of both dates and HST in each instance):

Yr 1: from 01 December 2024 to 30 November 2025 — \$445,655.73;

Yr 2: from 01 December 2025 to 30 November 2026 — \$459,147.02; AND,

Yr 3: from 01 December 2026 to 30 November 2027 — \$470,685.68.

Nives Malara/Marc de Montigny — Carried

(d) Annual Fire System Test:

Resolution 241119R07: Renewing the Annual Fire Inspection Contract

WHEREAS [Regional Fire and Security Systems](#) has provided Contract Proposal #35889 (“Proposal”) for a one-year contract; THEREFORE,

BE IT RESOLVED that MTCC 1170 authorises paying [Regional Fire and Security Systems](#) the following amounts for services described hereunder:

01 over-all annual inspection, including end-of-line testing — \$7,322.40 (Incl HST); AND,

02 testing four (4) backflow preventers — \$988 (Incl HST); AND, FURTHER,

BE IT RESOLVED that payment for the above-noted Proposal shall be from the Operating Fund.

Scott Froebe/Marc de Montigny — Carried

(e) Insurance Renewal:

Resolution 241119R08: Renew Building and Boiler Insurance

WHEREAS Condominium Insurance Solutions have submitted an insurance renewal quotation (“the Quotation”) for providing building, boiler, and machinery coverage to MTCC 1170 for a one-year term commencing 27 November 2024; AND,

WHEREAS the Quotation of \$100,231.19.(incl PST and an annual valuation fee and HST on the latter), provides, *inter alia*, the following coverages:

01 Building and Corporate-owned Contents at \$158,366,588.00;

02 Per-incident coverage of Boiler and Machinery at \$158,366,588.00 per incident;

03 Directors’ and Officers’ Errors and Omissions Insurance at \$10,000,000.00;

04 Fraud Extension; AND,

05 Commercial General Liability at \$10,000,000; THEREFORE,

BE IT RESOLVED that MTCC 1170 authorises payment of \$100,231.19 to Condominium Insurance Solutions for the coverages and sales taxes described herein.

Nives Malara/Scott Froebe — Carried

12 Perusal File of Correspondence Received as Information: Received by e-mail.

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #241216R: 1830h on Monday 16 December 2024.

14 Motion for Adjournment

Resolution 241119R09: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 241119R at 18585h on Tuesday 19 November 2024.

Scott Froebe/Marc de Montigny — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

Adopted at Meeting #241216R



THE METROPOLE

16 December 2024

Minutes of MTCC 1170 Meeting Number 241216R — Held on 16 December 2024

Present: Board — Keith Bricknell, Marc de Montigny, Scott Froebe, James Louttit, and Nives Malara; and, PropertyWright Management: Nancy Bijelic (all by Microsoft Teams).

Regrets: None

- 01 Call to Order: Keith Bricknell called the meeting to order at 1840h.
- 02 Waiver of Notice, and/or Adoption of Agenda and Additions:
Resolution 241216R01: Adoption of the Agenda
BE IT RESOLVED that the Board of Directors of MTCC 1170 shall adopt the Agenda for Meeting Number 241216R, as presented.
Scott Froebe/James Louttit — Carried
- 03 Assignment of Duties:
(a) *Pro Tempore* Reassignments: Unnecessary for Meeting #241216R.
- 04 Review and Adoption of Previous Meetings' Minutes:
Resolution 241216R02: Adoption of Minutes
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adopt the Minutes for Meeting Number 241119R, as presented.
Marc de Montigny/Nives Malara — Carried
- 05 Administrative and Security Reports:
(a) Where applicable, Corporate Officers responded to inquiries regarding items from the Management Report, and/or from other communications to and/or among Directors.
(i) Amending a Prior Resolution: Please refer to Section 11(a) of these Minutes.
(ii) EV Charging Policy: Please refer to Section 11(b) of these Minutes.
(iii) Fire-Protection Remediation: Please refer to Section 11(c) of these Minutes.
(iv) Receiving a Report as Information: Please refer to Section 11(d) of this Agenda
(v) Sundry Reports: Directors commented briefly on the Administrative, and/or Security Reports encompassed in Section 06 of these Minutes.
- 06 Motion to Receive Administrative and Security Reports as Information:
Resolution 241216R03: Receiving Administrative and Security Reports as Information
BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall receive, as information, the MTCC 1170 Management Office's Administrative Report for December 2024, PropertyWright's rendering of MTCC 1170's unaudited Financial Statements for the period 01 December 2023 to 31 October 2024, and the Front Desk Security Report for the period 05 November 2024 to 03 December 2024.
Nives Malara/Marc de Montigny — Carried

07 Unfinished and/or Tabled Business Arising from Previous Meetings' Minutes: None

08 Correspondence Requiring Action and/or Response:

(a) None.

09 Special Committee Reports:

(a) None

10 Other Reports:

(a) None

11 New and/or Brought-Forward Business:

(a) Amending a Prior Resolution:

Resolution 241216R04: Amending Resolution 241017R04

WHEREAS Management has reported [Ambient Mechanical](#)'s inability to procure components necessary for completing remedial work described in Quote #QUO-28357-V6P0 — because the manufacturer advised of the components' obsolescence; THEREFORE,

BE IT RESOLVED that MTCC 1170 Directors amends Resolution 241017R04 by deleting "Quote #QUO-28357-V6P0" and "\$4,055.19 (+HST)" and inserting, respectively, "Quote #QUO-28925-H4M4" and "\$11,353.25 (+HST)"; AND, FURTHER,

BE IT RESOLVED that payment for the above-noted remediation, as amended, shall be from the Reserve Fund.

Scott Froebe/James Loutit — Carried

(b) EV Charging Policy:

Resolution 241216R05: EV-Charging Policy and Owners' Agreements Forms

WHEREAS May 2018's amendments to Ontario Regulation 48/01 made pursuant to the Condominium Act, 1998 (the "Regulations") was amended to, inter alia, facilitate condominium buildings' adoption of electric vehicles ("EVs"); THEREFORE,

BE IT RESOLVED that MTCC 1170 approves the following documents relevant to owners' adoption of EVs:

01 EV Policy Version 2;

02 Appendix "A" to EV Policy Version 2;

03 EV Charging Agreements; AND,

04 Schedule "A" to EV Charging Agreements; AND, FURTHER,

BE IT RESOLVED that MTCC 1170 authorises inclusion of the foregoing documents to the Minutes of Board Meeting #241216R.

Marc de Montigny/Nives Malara — Carried

(c) Fire-Protection Remediation:

Resolution 241216R06: Fire System Remediation

WHEREAS [Regional Fire and Security Systems](#) ("Regional") has delivered its Annual Fire Inspection Record ("Record"); THEREFORE,

BE IT RESOLVED that MTCC 1170 receives Regional's Record as information; AND, FURTHER,

BE IT RESOLVED authorises the following payments from the specified accounts, reflecting Regional Fire's Estimate Numbers (in the sequence as presented by them):

- 01 Estimate #6001 — In-Suite Fire Alarms — \$18,758.00 (Incl HST) — Reserve Fund;
 - 02 Estimate #6002 — Common Area Fire Alarms — \$3,948.22 (Incl HST) — Reserve Fund;
 - 03 Estimate #6000 — Fire Extinguisher Deficiencies: \$1,159.38 (Incl HST) — Reserve Fund; AND,
 - 04 Estimate #6003 — Sprinkler System Deficiencies: \$7,134.82 (Incl HST – Reserve Fund).
- Scot Froebe/James Louttit — Carried

(d) Receiving a Report as Information:

Resolution 241216R07: Receiving a Corporate Officer’s Report as Information

WHEREAS MTCC 1170’s Board President prepared a report on appropriate use of commercial units for Directors’, Management’s, and Corporate Legal Counsel’s consideration; THEREFORE,

BE IT RESOLVED that MTCC 1170’s Board of Directors receives the report, and Corporate Legal Counsel’s preliminary comments thereon, as information; AND, FURTHER,

BE IT RESOLVED that MTCC 1170’ authorises the above-noted report’s attachment to the Minutes of Board Meeting #241216R
Marc de Montigny/Nives Malara— Carried

- 12 Perusal File of Correspondence Received as Information
(a) None

13 Date of the Next Meeting(s):

(a) Special Meeting: TBA

(b) Regular Meeting #250122R: 1800h on Wednesday 22 January 2025.

14 Motion for Adjournment

Resolution 241216R08: Adjournment

BE IT RESOLVED that the Board of Directors of Metropolitan Toronto Condominium Corporation 1170 shall adjourn Regular Meeting Number 241216R at 18505h on Monday 16 December 2024.

Scott Froebe/James Louttit — Carried

“Keith Bricknell”

“Marc de Montigny”

President: Keith Bricknell

Secretary: Marc de Montigny

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170
(“MTCC 1170”)

ELECTRIC VEHICLE CHARGING STATION POLICY
(“EV Policy”)

INTRODUCTION

In May, 2018, Ontario Regulation 48/01 made pursuant to the *Condominium Act, 1998* (the “**Regulations**”) was amended to include, among other things, new provisions aimed at facilitating the installation of electric vehicle charging stations (“**EV Charging Stations**”) in existing condominium corporations, including EV Charging Stations installed at an owners’ request.

In anticipation of owner interest in installing EV Charging Stations, the board of directors undertook an assessment of the electrical capacity of the property for the specific purpose of determining the capacity for EV Charging Stations. The results of the assessment indicate that an electrical infrastructure upgrade would be required in order to accommodate the demand for EV Charging Stations in the longer term. In order to ensure that owners are treated fairly and that all owners do not subsidize the costs for those owners with an interest in an EV Charging Station, the condominium corporation will be requiring owners who request an EV Charging Station installation to reimburse the infrastructure upgrade costs on a prorated basis. The condominium corporation has already conducted the first phase of its infrastructure upgrade, and there is currently capacity for thirty (30) EV Charging Stations in the above-ground garage, and thirty (30) EV Charging Stations in the underground garage

In light of the changes introduced by the Regulations, and as a result of the assessment performed by the condominium corporation and the recommendations received through that assessment, the board of directors has developed the policy that follows for the purpose of assisting interested owners in applying for the installation of EV Charging Stations by setting out the terms, conditions and information that will need to be considered by owners in submitting their application.

Building electrical capacity

The following sets out the terms, conditions and information regarding MTCC 1170’s electrical capacity:

1. **Limited Electrical Capacity:** As MTCC 1170’s engineering consultants have advised that the present electrical capacity cannot accommodate an EV Charging Station in every individual parking unit, MTCC 1170 may be required to conduct further work to its existing electrical infrastructure, in the future. Accordingly, as of the date of this EV Policy, EV Charging Station installations will be available to owners on a first-come-first-serve basis.
2. **No Guaranteed Charge-Times:** Based on the electrical capacity of the building, variances in the number of EV Charging Stations installed and the driving habits of each owner(s), MTCC 1170 may not be able to guarantee the amount or percentage of electrical output to each EV Charging Station.

EV CHARGING STATION INSTALLATION REQUIREMENTS

The following sets out the terms, conditions and information that an owner must satisfy and/or provide, as the case may be, when requesting the installation of an EV Charging Station:

1. **Permitted Installation Areas:** EV Charging Stations will only be permitted in the parking units. The application that must be submitted to the board of directors, as described below, can only be submitted by the owner of the parking unit. A EV Charging Station shall not be installed in any manner that would impede, obstruct and/or interfere with any other individual parking unit and/or the common element portion of the garage.
2. **Owner Requests Only:** The parking units in the condominium corporation are “deeded” to unit owners. Accordingly, only owners are authorized to submit a request for the installation of an EV Charging Station. Tenants interested in such an installation must secure the prior approval of the owner of the parking unit. The application that must be submitted to the board of directors, as described below, can only be submitted by the owner of the parking unit.

The use of the EV Charging Station may be limited or unavailable during any necessary inspections, construction, maintenance, and repairs to the parking garage, and/or the building or property by MTCC 1170 or others. MTCC 1170 shall not be liable for any period during which the EV Charging Station is rendered inoperable due to any such inspections, construction, maintenance, repairs, and/or any interruption of power supply.

3. **Permitted EV Charging Stations and Installation:** In order to ensure compatibility with the condominium corporation’s electrical infrastructure, and the integrity of the electrical load on the property, the board of directors may, from time to time, select and impose restrictions with respect to, among other things, the model(s) of EV Charging Stations that will be permitted for installation, installation specifics (including the location and manner of installation) and conduit routing in the garage, and the pre-approved qualified installer(s) and service provider(s). The above noted restrictions are set out in **Appendix “A”** to this EV Policy. Appendix “A” may be amended by MTCC 1170 from time to time.
4. **Application Requirement:** In accordance with the Regulations, owners must submit an application to the board of directors outlining the owner’s request for the installation of an EV Charging Station together with the proposed EV Charging Station model and the proposed location for the installation. The board of directors will consider and respond to the owner’s application in accordance with the requirements in the Regulations. Any costs associated with an owner’s request for an EV Charging Station and/or an application, including but not limited to, the application, drawings, specifications, or information pertaining to the application, shall be borne by the owner.
5. **Agreement Requirement:** Pursuant to the Regulations, where an owner’s application is approved by the board of directors, the owner and the condominium corporation are required to enter into an agreement that will be registered on title to the owner’s unit (parking and residential unit), addressing among other things: (a) the approved EV Charging Station model and the approved installation location; (b) the manner of installation; (c) the allocation of costs for the installation; (d) ongoing duties with respect to the EV Charging Station, including costs for the use, operation, maintenance, repair and replacement of the EV Charging Station; (e) responsibilities for insuring the EV Charging Station; (f) ownership of the EV Charging Station; and, (g) cessation of the use and operation of the system, or the termination of the agreement. The agreement will not take effect and the EV Charging Station cannot be installed until the agreement is registered on title.
6. **Reimbursement of Infrastructure Upgrade Costs:** The assessment performed by the condominium corporation has confirmed that the original electrical load cannot accommodate an EV Charging Station in every individual parking unit. Accordingly, certain electrical distribution

infrastructure upgrades will be required in order to manage the installations and use of the EV Charging Stations. Based on current interest, the board of directors has updated the electrical distribution infrastructure in order to accommodate the installation of approximately 60 EV Charging Stations. In order to ensure that the interests of all owners are adequately addressed and that all owners are treated fairly, an owner requesting permission for the installation of an EV Charging Station will be required to reimburse the condominium corporation such owner's prorated share of the infrastructure upgrade costs.

TERMS AND CONDITIONS OF THE REQUIRED AGREEMENT

The agreement that must be entered into between the owner and the condominium corporation pursuant to the Regulations will be on such form as determined by the board of directors from time to time, and will include, but will not be limited to, the following terms and conditions:

1. The owner will be required to pay for all of the following costs:
 - a. procuring/purchasing the EV Charging Station approved by and purchased through MTCC 1170's electrical contractor;
 - b. electricity consumption costs. For clarity, MTCC 1170 and/or its agents shall not be responsible for any consumption costs related to any EV Charging Station;
 - c. the cost of the preparation of the agreement and the registration of the agreement on title; and,
 - d. payment to the condominium corporation of:
 - i. the cost of a meter and all installation, software and billing costs related thereto; and,
 - ii. the sum representing the owner's prorated share of the condominium corporation's electrical infrastructure upgrade costs.
2. The owner will be required to retain the electrical contractor approved by the board of directors from time to time to install the EV Charging Station at the owner's cost and expense;
3. Any required inspections in connection with the installation, including an inspection by the Electrical Safety Authority, at the owner's cost and expense;
4. The owner will comply with all applicable laws, codes, and regulations in connection with the use, operation, maintenance, repair and replacement of the EV Charging Station;
5. The owner will be responsible for the ongoing maintenance, repair and replacement of the EV Charging Station, however such maintenance, repair and/or replacement shall be carried out by the condominium corporation's electrical contractor at the owner's expense;
6. The owner will be responsible for indemnifying the condominium corporation against any losses, costs, damages or liabilities in connection with the installation, use, operation, maintenance, repair and replacement of the EV Charging Station;
7. The owner shall obtain insurance for the EV Charging Station at all times at the owner's cost and expense.

8. Ownership of the EV Charging Station will remain with the owner.
9. No EV Charging Station shall be removed from MTCC 1170's electrical infrastructure without the prior written approval of MTCC 1170's board of directors. Any removal of an EV Charging Station from MTCC 1170's electrical infrastructure shall be undertaken by MTCC 1170's contractor, at the sole cost of the owner.

USE OF EV CHARGING STATIONS

1. No person under the age of sixteen (16) shall be permitted to use an EV Charging Station.
2. All equipment related to the EV Charging Station shall be contained within the owner's parking unit. An EV Charging Station shall not impede, obstruct and/or interfere with any other individual parking unit and/or the common element portion of the garage.
3. EV Charging Station users are responsible for any repairs, maintenance, and replacement of their EV Charging Station, however such maintenance, repair and/or replacement shall be carried out by the condominium corporation's electrical contractor at the owner's expense. Any and all damage to the EV Charging Station and/or its appurtenant components shall be immediately reported to MTCC 1170.
4. The owner of the EV Charging Station shall not be permitted to allow owners or residents of other units, or non-owners or non-residents to use their EV Charging Station for profit purposes, or otherwise.
5. All EV Charging Stations shall be maintained in a sightly and clean manner.

CONTINUED ON NEXT PAGE

GENERAL

1. **Severability:** Each of the provisions of this EV Policy, and any corresponding policies passed by the Board from time to time, shall be deemed to be independent and severable. The invalidity of any part or parts of this EV Policy shall not impair or affect, in any manner, the validity and enforceability of the balance hereof.
2. **Waiver:** the failure to take action to enforce any provision contained in this EV Policy, irrespective of the number of violations or breaches which may occur shall not constitute a waiver of the right to do so thereafter, nor shall same be deemed to abrogate or waive any such provisions.

The foregoing policy is hereby enacted by METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170, said policy having been passed by the board of directors on _____ day of _____, 202__.

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 1170**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the corporation.

Sample Only: Not Authorised for Use

Appendix "A" to EV Policy

This Appendix sets out the restrictions with respect to the model(s) of EV Charging Systems and models that will be permitted for installation, installation specifics (including the location and manner of installation) and conduit routing in the garage, and the pre-approved qualified installer(s) and service provider(s).

This Appendix will likely be updated on an ongoing basis as MTCC 1170 continues to gain experience with successive installations. Accordingly, owners must ensure that they have the most recent copy of this Appendix from property management prior to submitting an application for an EV Charging System.

Definitions:

Terminology in this relatively new area can be confusing. To ensure clarity, the terms used in this Appendix can be described as follows:

- 1) **EV Charging System** means electric vehicle supply equipment and any other related equipment necessary to supply power to an electric vehicle, and may include an EV Charging Station.
- 2) **EV Charging Station** refers to a specific product that can be installed in a parking spot to connect directly into the vehicle's charging port.
- 3) **EV Charging Outlet** refers to specific Level-2 32A 208V up to 6.656kW network charger.

Required Installation Specifics:

- 1) All chargers will be a specific network charger with a 40 amp 2 pole 208 volt breaker and a 32 amp output.
- 2) Only wall-mounted EV Charging Stations will be approved for installation. These EV Charging Stations are to be mounted either on the wall or on a column at the rear of the parking unit.
- 3) Most parking units will ultimately require a full Level 2 charging capability; thus, all cabling installed must accommodate a specific network charger with a 40 amp 2 pole 208 volt breaker and a 32 amp output.
- 4) The existing charging outlets and rough-ins cannot be used with MTCC 1170's new EV Charging infrastructure due to inherent limitations (conduit size, conduit routing & termination, outlet type, etc.).
- 5) All installations must meet ESA standards.

A completed EV Charging System Application Form (which can be obtained from management) outlines the selected configuration for a particular parking unit, and must be submitted to management initiate the installation process.

If an owner's proposed installation deviates from any of the above conditions, then he/she must obtain the prior written approval of the board of directors for such installation.

EV Charging Stations:

The following EV Charging Stations have already been approved for installation in the garage at MTCC 1170.

- 1. Lite-On Model: IC3
- 2. Lite-On Model: SC3
- 3. Alternative and equal OCPP Complaint Network Charging Station, as approved by Signature Electric

Suppliers/Installers/Service Providers:

The following list of suppliers, installers, and/or service providers are approved to install EV Charging Systems, EV Charging Stations and/or provide any other associated services at MTCC 1170. Any supplier, installer, and/or service provider must abide by any applicable policies (including, but not limited to the EV Policy) and MTCC 1170's governing documents.

Signature Electric
400 Esna Park Dr. Unit 1
Markham, ON L3R 3K2
416-490-8093

To request free proposal for the installation, fill out Online intake form with no obligation.
<https://signatureelectric.ca/page/get-an-ev-quote/>

If an owner proposes a supplier, installer and/or service provider that is not specifically noted above, then he/she will require the prior written approval of the board of directors of MTCC 1170, prior to commencing any work at MTCC 1170.

DATE: _____

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the corporation.

ELECTRIC VEHICLE CHARGING STATION AGREEMENT

(the "Agreement")

THIS AGREEMENT dated the _____ day of _____, 202__

B E T W E E N :

THE UNIT OWNER(S) LISTED IN SCHEDULE "A"

(the "Owner")

- and -

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION
NO. 1170**

(the "Corporation")

RECITALS:

- A. The Owner is the registered owner of the parking unit more particularly described next to such Owner's name in the chart attached hereto as Schedule "A" in Toronto, Ontario, according to Metropolitan Toronto Condominium Plan No. 1170 (the "Parking Unit");
- B. The Owner wishes to install an electric vehicle charging system within the Parking Unit, which will require certain changes and/or alterations to the common elements, in accordance with the requirements and/or specifications contained in Schedule "B" attached hereto, including the plans and/or drawings referenced therein, all in compliance with applicable laws and to the extent only that the installation and the construction thereof is not contrary to the *Condominium Act, 1998* (the "Act"), the Electrical Safety Code adopted under Ontario Regulation 164/99 (the "Ontario Electrical Safety Code") made under the *Electricity Act, 1998* or the declaration, by-laws, rules and any agreements listed thereunder relating to the Corporation (the "Installation");
- C. The Owner has agreed to enter into this Agreement pursuant to and in accordance with Section 24.1 to 24.7 of Ontario Regulation 48/01 made under the Act (the "Regulations");
- D. Pursuant to Section 24.4(2) of the Regulations, the Owner and the Corporation are exempt from section 98 of the Act in relation to the Installation;
- E. The foregoing recitals are made as representations and statements of fact by the Owner and not by the Corporation;
- F. Unless otherwise defined herein, the terms used in this Agreement shall have the meanings ascribed to them in the Act; and
- G. The board of directors of the Corporation (the "Board"), by resolution, has approved the proposed Installation, subject to the terms and conditions of this Agreement;

In consideration of the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

1. The Recitals are True and Incorporated Herein by Reference

The aforementioned recitals are acknowledged to be true and are incorporated herein by reference.

2. The Contractor

In order to safeguard the safety and integrity of the overall connected system and to protect the interests of the Corporation and other owners, the installation, maintenance, and repair of the Installation shall be undertaken by a service provider(s) determined by the Corporation, in its sole and absolute discretion (the "Contractor").

3. Costs Concerning the Installation.

The Owner shall have ownership of and shall be solely responsible for the Installation and for the maintenance and repair after damage of the Installation and for all costs associated therewith,

including costs relating to the use and operation the Installation, and the Corporation has no obligations in respect of the Installation. Only the Contractor shall be permitted to carry out the installation, maintenance and repair of the Installation.

4. Compliance with Schedule "B".

The Owner shall comply with the provisions of Schedule "B" attached to and forming part of this Agreement.

5. Conditional Approval.

The approval to the Installation granted by the Board referred to in recital (G) above is and shall continue to be conditional upon compliance by the Owner with this Agreement.

6. Energy Management System.

In the event that the Corporation implements, or has implemented, an energy management system or program, or implements an alternative energy management system or program (each, the "Energy Management System"), the Owner shall:

- (a) upon no later than 30 days' notice from the Corporation, participate in and comply with all requirements of the Energy Management System;
- (b) upon no later than 30 days' notice from the Corporation, take all steps as may be requested by the Corporation for the carrying out and performance of the Energy Management System and any agreement entered into by the Corporation for the Energy Management System, including any steps necessary for the Installation to be included within the Energy Management System;
- (c) be responsible for all costs resulting from the Owner's participation in the Energy Management System and the use of the Installation, including any applicable network charges and costs relating to electricity consumption; and
- (d) upon no later than 30 days' notice from the Corporation, execute, acknowledge and deliver (or shall cause to be done, executed, acknowledged and delivered) all such further acts, documents, agreements, and assurances as may be required by the Corporation for the carrying out and performance of the Energy Management System, including, but without limiting the generality of the foregoing, any terms of use agreement required to be entered into to participate in the Energy Management System.

7. Submetering of the Installation.

Upon request by the Corporation, the Owner shall sub-meter the Installation for electrical consumption before using the Installation and shall be responsible for all the costs related to the sub-meter including, but not limited to, installation, repair, and maintenance costs, ongoing administrative costs (i.e. reading of meter and preparation of invoices) and all costs of electricity consumed. Once the Installation has been sub-metered, the Owner shall be directly billed for electricity consumption relating to the Installation by an entity administering the sub-metering system.

8. General Operating Provisions.

The Owner acknowledges that the use of the Installation may be limited or unavailable during any necessary inspections, construction, maintenance, and repairs to the parking garage, and/or the building or property by the Corporation or others. The Corporation shall not be liable for any period during which the Installation is rendered inoperable due to any such inspections, construction, maintenance, repairs, and/or any interruption of power supply.

The Owner shall not manipulate, damage, or misuse the Installation. The use of the Installation is subject to the Corporation's Rules and electric vehicle charging system policy, if applicable.

In the event that the Owner intends to install or require an upgrade or change to all or some of the Installation at some future date, the Owner shall make a request to the Corporation of same and shall be required to retain the Contractor to carry out any such upgrade or change in the event such request is approved by the Corporation. No such upgrade or change shall be carried out without the prior written consent of the Corporation.

9. Failure to Comply.

If the Owner is in breach of any of their obligations under this Agreement, the Board may by written notice to the Owner rescind the approval given pursuant to this Agreement and/or require the Owner to remedy the breach which may include the removal of the Installation and the restoration of the Parking Unit and/or common elements to the original condition prior to the commencement of construction of the Installation, all at the sole expense of the Owner.

If the Owner fails to remedy the breach as required by the Board within ten (10) days after receipt of written notice of the breach, without limiting the Corporation's rights and remedies, the Corporation may (but shall not be obligated) at its option, remedy the breach. Any expenses and costs incurred by the Corporation in remedying any breach by the Owner shall be the responsibility of the Owner in accordance with Section 13 of this Agreement.

10. Insurance and Indemnity.

The Installation shall be considered to be an improvement made or acquired by the Owner and the Corporation shall have no obligation to place insurance in connection with the Installation. The Owner shall indemnify and save the Corporation harmless from all claims, actions or causes of action that might arise by reason of any or all of the construction, maintenance and/or repair of the Installation, including any insurance deductible payable by the Corporation and the costs referred to in Section 13 of this Agreement.

11. Removal of Installation.

The Owner will be required to retain the Contractor to temporarily remove the Installation or any part thereof at their sole expense within ten (10) days after receipt of written notice (except in an emergency, in which case only reasonable notice in the circumstances is required) that repairs are required to be made to either the Parking Unit and/or the common elements, which require such removal. If the Owner fails to retain the Contractor to remove the Installation when so notified, the Corporation may remove the Installation without further notice, liability or compensation whatsoever to the Owner, and may restore the Parking Unit and/or the common elements to the original condition prior to the commencement of construction of the Installation, and all costs incurred by the Corporation in so doing shall be the responsibility of the Owner.

12. Cessation of Use and Operation of the Installation

In the event the Owner ceases to use and/or require the operation of the Installation, the Owner shall provide the Corporation written notice of their intention to no longer use and/or require the operation of the Installation. The Owner shall be required to retain the Contractor to remove the Installation at their sole expense within thirty (30) days of notifying the Corporation of their intention to cease the use and operation of the Installation.

13. Recovery of Costs.

Any and all costs, charges, damages or expenses (including legal costs on a full indemnity basis and disbursements) incurred by the Corporation with respect to the Installation or this Agreement together with interest at the rate specified in the Corporation's by-law for non-payment of common expenses, shall be the responsibility of the Owner, including, without limitation, costs relating to the following:

- (a) the approval, preparation and registration of this Agreement;
- (b) the Owner's reasonable proportionate share of any infrastructure the Corporation will and/or has installed to increase the building's electrical capacity to accommodate the Installation or similar installations by other owners;
- (c) the failure of the Owner to comply with the terms of this Agreement;
- (d) the failure of the Owner to insure, repair after damage, maintain and/or replace the Installation;
- (e) any damage to other units, common elements or exclusive use common elements of the property;
- (f) the enforcement of this Agreement; and
- (g) any other costs incurred by the Corporation relating to this Agreement or the Installation whether or not expressly stated in this Agreement.

The Owner agrees that the above-noted costs, together with interest and legal costs on a full indemnity basis, shall be paid by the Owner within twenty (20) days after receipt of written request/invoice from the Corporation and shall be deemed to be common expenses attributable to the Parking Unit and recoverable by the Corporation as such.

14. Notice.

Any notice given to the Owner shall be given in accordance with the by-laws of the Corporation. Any notice given to the Corporation shall be given personally or by registered mail to the President or Secretary of the Corporation.

15. Inspection.

The Owner consents to the Corporation causing an inspection to be made at any time of the Installation to confirm compliance with this Agreement. The Owner agrees to pay a reasonable administrative fee to the Corporation for any inspections. The fee is to be set by the Board from time to time, in its sole discretion, acting reasonably. The Owner agrees to provide access to the Parking Unit for purposes of the inspection. If the Owner shall be unavailable to provide access upon twenty-four (24) hours' notice, the Corporation is hereby authorized to access the Parking Unit for purposes of the inspection, at any time between 9:00 a.m. and 6:00 p.m.

16. Severability.

In the event that any provision of this Agreement is found to be void, voidable, or unenforceable for any reason whatsoever, then such provision shall be deemed to be severed from the remainder of this Agreement and all other provisions of this Agreement shall remain in full force and effect.

17. Successors and Assigns.

The Owner covenants and agrees with the Corporation and its successors and assigns that the Owner shall diligently perform all of their obligations under this Agreement. The Owner acknowledges that this Agreement binds the Parking Unit and is enforceable against the Owner's successors and assigns.

18. Registration and Deletion from Title.

The Owner hereby consents to the registration of this Agreement against title to the Parking Unit by the Corporation at the Owner's cost. If the Owner does not complete the Installation as required and within the time frame provided for in this Agreement, or if the Owner provides notice of their intention to no longer use and/or require the operation of the Installation in accordance with Section 12 of this Agreement, the notice of this Agreement (if any) may be deleted from title to the Parking Unit by the Land Registrar on the direction of the Corporation and the Owner hereby consents to such deletion.

19. Mediation and Arbitration.

In the event a dispute arises with respect to any issue referred to in this Agreement, either party may require mediation, and if necessary, arbitration in accordance with the provisions set out in Section 132 of the Act, subject to compliance with any mediation or arbitration provisions as may be contained in a by-law of the Corporation from time to time.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

20. Counterparts.

This Agreement may be executed by the parties hereto in several counterparts bearing original or facsimile signatures, each of which when so executed and delivered shall be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date above written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

OWNER:

Witness
Name:

Owner

Witness
Name:

Owner

THE CORPORATION:

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 1170**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation

If the property is a family residence and the spouse is not registered on title, spousal consent is required:

The person consenting below is my spouse:

Witness
Name:

Owner
Name:

Sample Only: Not Authorised for Use

SCHEDULE "A"

Owner List

Unit	Level	Owner Name	Additional Owner Name (if applicable)	PIN

Sample Only: Not Authorised for Use

SCHEDULE "B"

Description of Installation:

[insert description]

Sample Only: Not Authorised for Use

ELECTRIC VEHICLE CHARGING STATION AGREEMENT

(the "Agreement")

THIS AGREEMENT dated _____

B E T W E E N :

(the "Owner")

- and -

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION
NO. 1170**

(the "Corporation")

RECITALS:

- A. The Owner is the registered owner of the parking Unit _____, Level _____, according to Metropolitan Toronto Condominium Plan No. 1170 (the "**Parking Unit**");
- B. The Owner wishes to install an electric vehicle charging system within the Parking Unit, which will require certain changes and/or alterations to the common elements, in accordance with the requirements and/or specifications contained in Schedule "A" attached hereto, including the plans and/or drawings referenced therein, all in compliance with applicable laws and to the extent only that the installation and the construction thereof is not contrary to the *Condominium Act, 1998* (the "**Act**"), the Electrical Safety Code adopted under Ontario Regulation 164/99 (the "**Ontario Electrical Safety Code**") made under the *Electricity Act, 1998* or the declaration, by-laws, rules and any agreements listed thereunder relating to the Corporation (the "**Installation**");
- C. The Owner has agreed to enter into this Agreement pursuant to and in accordance with Section 24.1 to 24.7 of Ontario Regulation 48/01 made under the Act (the "**Regulations**");
- D. Pursuant to Section 24.4(2) of the Regulations, the Owner and the Corporation are exempt from section 98 of the Act in relation to the Installation;
- E. The foregoing recitals are made as representations and statements of fact by the Owner and not by the Corporation;
- F. Unless otherwise defined herein, the terms used in this Agreement shall have the meanings ascribed to them in the Act; and
- G. The board of directors of the Corporation (the "**Board**"), by resolution, has approved the Owner's application (a copy of which is attached hereto as Schedule "A") and proposed Installation, subject to the terms and conditions of this Agreement;

In consideration of the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

1. The Recitals are True and Incorporated Herein by Reference

The aforementioned recitals are acknowledged to be true and are incorporated herein by reference.

2. The Contractor

In order to safeguard the safety and integrity of the overall connected system and to protect the interests of the Corporation and other owners, the installation, maintenance, and repair of the Installation shall be undertaken by a service provider(s) determined by the Corporation, in its sole and absolute discretion (the "**Contractor**").

3. Costs Concerning the Installation and Sub-metering of Installation.

The Owner shall have ownership of and shall be solely responsible for the construction and insurance of the Installation and for the maintenance and repair after damage of the Installation

and for all costs associated therewith, including costs relating to the use and operation the Installation, and the Corporation has no obligations in respect of the Installation. Only the Contractor shall be permitted to carry out the installation, maintenance and repair of the Installation.

The Owner shall sub-meter the Installation for electrical consumption before using the Installation and shall be responsible for all the costs related to the sub-meter including, but not limited to, installation, repair, and maintenance costs, ongoing administrative costs (i.e.: reading of meter and preparation of invoices) and all costs of electricity consumed. Once the Installation has been sub-metered, the Owner shall be directly billed for electricity consumption relating to the Installation by an entity administering the sub-metering system (the "**Sub-metering Entity**").

4. Compliance with Schedule "A".

The Owner is aware of and will comply with the provisions of Schedule "A" attached to and forming part of this Agreement.

5. Conditional Approval.

The approval to the Installation granted by the Board referred to in recital (G) above is and shall continue to be conditional upon compliance by the Owner with this Agreement.

The Owner covenants and agrees to coordinate all requirements as set out herein relating to the Installation with the Corporation's condominium manager and the Contractor.

6. Energy Management System.

In the event that the Corporation implements, or has implemented, an energy management system or program, or implements an alternative energy management system or program (each, the "**Energy Management System**"), the Owner shall:

- (a) upon no later than 30 days' notice from the Corporation, participate in and comply with all requirements of the Energy Management System;
- (b) upon no later than 30 days' notice from the Corporation, take all steps as may be requested by the Corporation for the carrying out and performance of the Energy Management System and any agreement entered into by the Corporation for the Energy Management System, including any steps necessary for the Installation to be included within the Energy Management System;
- (c) be responsible for all costs resulting from the Owner's participation in the Energy Management System and the use of the Installation, including any applicable network charges and costs relating to electricity consumption; and
- (d) upon no later than 30 days' notice from the Corporation, execute, acknowledge and deliver (or shall cause to be done, executed, acknowledged and delivered) all such further acts, documents, agreements, and assurances as may be required by the Corporation for the carrying out and performance of the Energy Management System, including, but without limiting the generality of the foregoing, any terms of use agreement required to be entered into to participate in the Energy Management System.

7. Security Deposit.

Prior to commencement of construction of the Installation the Owner shall deliver to the Corporation a security deposit in the amount of \$1,500.00 to be applied on account of any legal, engineering, professional and administrative costs and any other costs that the Corporation may incur in any way relating to the Installation or this Agreement, including but not limited to any costs and expenses arising from or relating to damage to other units, the common elements or exclusive use common elements as a result of the construction of the Installation.

The security deposit shall be held by the Corporation until: (a) the completion of the Installation to the satisfaction of the Corporation and (b) the satisfaction of all accounts and/or payments relating to the Installation. Following the satisfaction of (a) and (b) of the immediately preceding sentence, the Corporation shall return the security deposit to the Owner, minus (i) the costs of registration of this Agreement upon title to the Parking Unit; (ii) any legal, engineering, professional and administrative costs and any other costs and expenses incurred by the Corporation relating to the Installation or this Agreement; and (iii) any deduction for damages (including but not limited to damage to any other units, the common elements or exclusive use common elements) as may reasonably be determined by the Corporation in its sole discretion.

The Owner acknowledges and agrees that the requirement to provide the security deposit in no way limits the obligation of the Owner to make additional payments to the Corporation in satisfaction of any costs and expenses arising from or relating to damage to other units, the common elements or exclusive use common elements as a result of the construction of the Installation, or such other payments as provided for in this Agreement, or if the Corporation's costs exceed the amount of the security deposit. The Owner shall pay such additional costs with twenty (20) days of the Corporation's written request therefor.

8. General Construction Matters.

- (a) Construction of the Installation (including the delivery of goods and materials) on the property shall be carried out only from Monday to Friday, and only between the hours of 9 a.m. and 6 p.m. No construction shall be carried out on Saturdays, Sundays and holidays.
- (b) Construction of the Installation shall be carried out in such a manner so as to prevent:
 - (i) damage to other units, the common elements or exclusive use common elements of the property;
 - (ii) interference with or disturbance to the use and enjoyment of other unit owners of their units and the common elements and exclusive use common elements; and
 - (iii) the cancellation or threatened cancellation of any policy of insurance in existence with respect to the property.
- (c) The Owner covenants, undertakes and agrees that they shall be liable and responsible for any costs and expenses arising from or relating to damage to other units, common elements or exclusive use common elements as a result of the construction of the Installation, to the extent that such costs and expenses are not covered by the proceeds of the Owner's insurance coverage.
- (d) Construction of the Installation shall be carried out by the Contractor, in a good and workmanlike manner, using new, good-quality materials and in compliance with all applicable laws, regulations, codes (including the Ontario Electrical Safety Code) and rules, including without limitation, building codes, fire codes, zoning by-laws and the declaration, by-laws, rules and any agreement listed thereunder of the Corporation.
- (e) Any common elements or exclusive use common elements affected by the construction of the Installation shall be restored to their original condition as soon as practical and to the satisfaction of the Board.
- (f) All common elements and exclusive use common elements which could be damaged, defaced or marked directly or indirectly by reason of the construction of the Installation shall be adequately protected at the cost of the Owner at all times during such construction; provided, however, that such protection shall be removed during such hours in which construction of the Installation is not being performed or as the Corporation may direct.
- (g) If containers are required for the removal of any debris, the supply and removal of containers shall be at the cost of the Owner, and shall be at times specified by the manager of the Corporation. In no event will debris be allowed to accumulate in or about the parking garage or the property other than in the containers.
- (h) No interruption of electrical, water or other service to any unit or the common elements shall be made except at times and for durations specified in writing by the manager of the Corporation and then only after at least twenty-four (24) hours' notice has been given by the manager to the occupant(s) of the units affected (if applicable).
- (i) No pneumatic or other percussion tools or hammers shall be used without the specific written authorization of the Board and/or the manager of the Corporation, and then only at such times and in such manner as specified.
- (j) The Owner covenants, undertakes and agrees that the construction of the Installation will not give rise to a construction lien, mortgage, security interest or

any other encumbrance affecting the common elements or any unit, and if such an encumbrance should arise, the Owner shall forthwith and without dispute pay the Corporation all amounts and execute all such documents as are required to pay for and effect the discharge and removal of such encumbrance, together with all legal and any other costs incurred by the Corporation on a substantial indemnity basis.

9. General Operating Provisions

The Owner acknowledges that the use of the Installation may be limited or unavailable during any necessary inspections, construction, maintenance, and repairs to the parking garage, and/or the building or property by the Corporation or others. The Corporation shall not be liable for any period during which the Installation is rendered inoperable due to any such inspections, construction, maintenance, repairs, and/or any interruption of power supply.

The Owner shall not manipulate, damage, or misuse the Installation. The use of the Installation is subject to the Corporation's Rules and electric vehicle charging system policy, if applicable.

In the event that the Owner intends to install or require an upgrade or change to all or some of the Installation at some future date, the Owner shall make a request to the Corporation of same and shall be required to retain the Contractor to carry out any such upgrade or change in the event such request is approved by the Corporation. No such upgrade or change shall be carried out without the prior written consent of the Corporation.

10. Failure to Comply.

If the Owner is in breach of any of their obligations under this Agreement, the Board may by written notice to the Owner rescind the approval given pursuant to this Agreement and/or require the Owner to remedy the breach which may include the removal of the Installation and the restoration of the Parking Unit and/or common elements to the original condition prior to the commencement of construction of the Installation, all at the sole expense of the Owner. If the Owner fails to remedy the breach as required by the Board within ten (10) days after receipt of written notice of the breach, without limiting the Corporation's rights and remedies, the security deposit submitted in accordance with Section 7 of this Agreement shall be forfeited to the Corporation and the Corporation may (but shall not be obligated) at its option, remedy the breach. Any expenses and costs incurred by the Corporation in remedying any breach by the Owner shall be the responsibility of the Owner in accordance with Section 14 of this Agreement.

11. Insurance and Indemnity.

The Owner acknowledges and agrees that the Installation is an improvement made by the Owner to their Parking Unit and/or the common elements and that the Corporation is under no obligation to insure the Installation under the Act. The Owner shall indemnify and save the Corporation harmless from all claims, actions or causes of action that might arise by reason of any or all of the construction, maintenance and/or repair of the Installation, including any insurance deductible payable by the Corporation and the costs referred to in Section 14 of this Agreement.

12. Removal of Installation.

The Owner will be required to retain the Contractor to temporarily remove the Installation or any part thereof at their sole expense within ten (10) days after receipt of written notice (except in an emergency, in which case only reasonable notice in the circumstances is required) that repairs are required to be made to either the Parking Unit and/or the common elements, which require such removal. If the Owner fails to retain the Contractor to remove the Installation when so notified, the Corporation may remove the Installation without further notice, liability or compensation whatsoever to the Owner, and may restore the Parking Unit and/or the common elements to the original condition prior to the commencement of construction of the Installation, and all costs incurred by the Corporation in so doing shall be the responsibility of the Owner.

13. Cessation of Use and Operation of the Installation

In the event the Owner ceases to use and/or require the operation of the Installation, the Owner shall provide the Corporation written notice of their intention to no longer use and/or require the operation of the Installation. The Owner shall be required to retain the Contractor to remove the Installation at their sole expense within thirty (30) days of notifying the Corporation of their intention to cease the use and operation of the Installation.

14. Recovery of Costs.

Any and all costs, charges, damages or expenses (including legal costs on a substantial indemnity basis and disbursements) incurred by the Corporation with respect to the Installation or this Agreement together with interest at the rate specified in the Corporation's by-law for non-payment of common expenses, shall be the responsibility of the Owner, including, without limitation, costs relating to the following:

- (a) the approval, preparation and registration of this Agreement;
- (b) the Owner's reasonable proportionate share of any infrastructure the Corporation will and/or has installed to increase the building's electrical capacity to accommodate the Installation or similar installations by other owners;
- (c) the failure of the Owner to comply with the terms of this Agreement;
- (d) the failure of the Owner to insure, repair after damage, maintain and/or replace the Installation;
- (e) any damage to other units, common elements or exclusive use common elements of the property;
- (f) the enforcement of this Agreement; and
- (g) any other costs incurred by the Corporation relating to this Agreement or the Installation whether or not expressly stated in this Agreement.

The Owner agrees that the above-noted costs, together with interest and legal costs on a substantial indemnity basis, shall be paid by the Owner within twenty (20) days after receipt of written request/invoice from the Corporation and shall be deemed to be common expenses attributable to the Parking Unit and recoverable by the Corporation as such.

15. Notice.

Any notice given to the Owner shall be given in accordance with the by-laws of the Corporation. Any notice given to the Corporation shall be given personally or by registered mail to the President or Secretary of the Corporation.

16. Inspection.

The Owner consents to the Corporation causing an inspection to be made at any time of the Installation to confirm compliance with this Agreement. The Owner agrees to provide access to the Parking Unit for purposes of the inspection. If the Owner shall be unavailable to provide access upon twenty-four (24) hours' notice, the Corporation is hereby authorized to access the Parking Unit for purposes of the inspection, at any time between 9:00 a.m. and 6:00 p.m.

17. Severability.

In the event that any particular provision of this Agreement is found to be void, voidable, or unenforceable for any reason whatsoever, then such particular provision shall be deemed to be severed from the remainder of this Agreement and all other provisions of this Agreement shall remain in full force and effect.

18. Successors and Assigns.

The Owner covenants and agrees with the Corporation and its successors and assigns that the Owner shall diligently perform all of their obligations under this Agreement. The Owner acknowledges that this Agreement binds the Parking Unit and is enforceable against the Owner's successors and assigns.

19. Registration and Deletion from Title.

The Owner hereby consents to the registration of this Agreement against title to the Parking Unit by the Corporation at the Owner's cost. If the Owner does not complete the Installation as required and within the time frame provided for in this Agreement, or if the Owner provides notice of their intention to no longer use and/or require the operation of the Installation in accordance with Section 13 of this Agreement, the notice of this Agreement (if any) may be deleted from title to the Parking Unit by the Land Registrar on the direction of the Corporation and the Owner hereby consents to such deletion.

20. Mediation and Arbitration.

In the event a dispute arises with respect to any issue referred to in this Agreement, either party may require mediation, and if necessary, arbitration in accordance with the provisions set out in Section 132 of the Act, subject to compliance with any mediation or arbitration provisions as may be contained in a by-law of the Corporation from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

OWNER:

Witness
Name:

Owner

Witness
Name:

Owner

THE CORPORATION:

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 1170**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation

Sample Only: Not Authorised for Use

SCHEDULE "A"

The drawings showing the Installation in complete detail and which form part of this Agreement have been prepared by:

[NAME OF ELECTRICAL CONTRACTOR]

Electrical Permit number(s) (if applicable): <*>

[INSERT APPLICATION AND DRAWINGS]

Sample Only: Not Authorised for Use



THE METROPOLE

20 November 2024

To: Directors and Management — MTCC 1170
From: Board President – MTCC 1170
Re: Amending the Declaration to Exclude Cannabis-Vendors

First, please re-read the portion of MTCC 1170's *Declaration* that describes commercial units' permissible uses.

Section 17. - Use of Commercial Units

(a) Each commercial unit and any common elements over which the owners of any of the commercial units have exclusive use may be used and occupied for such commercial or retail purpose as may be permitted by the by-laws of the City of Toronto or any other governmental authority having jurisdiction; provided however that no commercial unit may be used as a billiard or pool hall, bowling alley, commercial bath house, video arcade, auctioneer's premises, massage establishment or undertaker's establishment unless such use is permitted by the board of directors of the Corporation from time to time, which permission may be arbitrarily withheld.

(b) The owner of a commercial unit shall be permitted to erect signs on the interior of his unit or exterior to his unit provided that:

- (i) such signs comply with all by-laws of the City of Toronto and any other governmental authority with jurisdiction thereon; and
- (ii) exterior signs shall only be erected on the signband designated for the unit on the Description and in Schedule F hereof and in addition thereto, in the case of Units 9 and 10, Level 1 on canopies that conform in position, style, colour and quality to the other canopies erected for the balance of the commercial units by the Declarant or the Condominium Corporation from time to time.

Second, please read and/or re-read the quoted portion of the *Condominium Act* (first grey-background portion below) that describes the process for amending a declaration via an owners' vote. The process is complicated (and consequently costly in terms of legal fees and the costs of holding the prescribed meeting).

There's no guarantee of attaining for a successful affirmative vote — and an unsuccessful vote is as costly as a successful one is.

What grounds exist for fearing an unsuccessful vote? On 01 March 2024, MTCC 1170 sent a PDF (copy enclosed) to all owners about the process for objecting to the AGCO about the proposed establishment of a cannabis shop in one of MTCC 1170's street-level commercial units. Apparently, the number of objections and/or the rationales thereof were insufficient to dissuade the AGCO from allowing the since-abandoned cannabis shop. That level of indifference and or insouciance bodes ill for getting the 80% affirmative vote necessary for amending the Declaration to disallow future cannabis shops.

This is not to say that the banning of cannabis vendors is undesirable. Rather, it is to say that the attempting of an amendment via an owners' vote is very likely unfeasible.

Amendments to the Declaration and Description: Amendments with owners' consent

107. (1) The corporation shall not amend the declaration or the description except in accordance with this section. 1998, c. 19, s. 107 (1).

Conditions

METROPOLITAN TORONTO CONDOMINIUM CORPORATION 1 170
7 KING STREET EAST TORONTO ON M5C 3C5

OFFICE: 416.861.8320 – LOBBY: 416.368.3306 – FACSIMILE: 416.861.8341 – WWW.MTCC1170.COM

- (2) The corporation may amend the declaration or the description if,
- (a) the board, by resolution, has approved the proposed amendment;
 - (b) the declarant has consented to the proposed amendment in writing if,
 - (i) at the time the board approved the proposed amendment, the declarant had not transferred all of the units except for the part of the property described in subsection 22 (5), and
 - (ii) less than three years have elapsed from the later of the date of registration of the declaration and description and the date that the declarant first entered into an agreement of purchase and sale for a unit in the corporation;

I the board has held a meeting of owners in accordance with subsections (3) and (4);

- (d) the owners of at least 90 per cent of the units at the time the board approved the proposed amendment have consented to it in writing, if it makes a change in a matter described in clause 7 (2) I, (d) or (f) or 7 (4) I;

I the owners of at least 80 per cent of the units at the time the board approved the proposed amendment have consented to it in writing, in all cases apart from a case described in clause (d); and

- (f) the corporation has, in accordance with subsection 47 (8), sent a notice of the proposed amendment to all mortgagees whose names appeared in the record of the corporation maintained under subsection 47 (2) at the time the board approved the proposed amendment. 1998, c. 19, s. 107 (2).

Meeting of owners

- (3) The board shall call a meeting of owners for the purpose of considering the proposed amendment. 1998, c. 19, s. 107 (3).

Notice of meeting

- (4) The board shall give the owners a notice of the meeting which shall include a copy of the proposed amendment. 1998, c. 19, s. 107 (4).

Registration

- (5) The corporation shall register a copy of an amendment made under this section but shall not register the copy until after the expiration of 30 days following the time at which it gave the notice described in clause (2) (f). 1998, c. 19, s. 107 (5).

Form of registration

- (6) The registered copy of the amendment shall include a certificate, in the form prescribed by the Minister, made by the officers authorized to act on behalf of the corporation that certifies that the amendment complies with the requirements of this section. 1998, c. 19, s. 107 (6).

When amendment effective

- (7) An amendment made under this section is ineffective until the copy of the amendment has been registered. 1998, c. 19, s. 107 (7).

Third, I ask you to consider a legal concept variously called “the mischief rule” and/or “the purposive rule”. This concept requires you to ask why, in 1997, MTCC 1170’s declarant chose to exclude “...a billiard or pool hall, bowling alley, commercial bath house, video arcade, auctioneer’s premises, massage establishment or undertaker’s establishment...” My best guess is that the declarant deemed those businesses (*ie*, “the mischief”) incompatible with a mainly residential

building. In 1997 cannabis was unlawful. Therefore, the declarant would have seen no necessity to include cannabis-vendors (currently, the perceived “mischief”) in the list of exclusions. However, if cannabis had been “legal” in 1997, it is arguable that the declarant would have wished to include cannabis-vendors among those exclusions.

Fourth, I ask you to consider a portion of the *Condominium Act* that allows amendment of a declaration via a court order.

Court order

109. (1) The corporation or an owner may make an application to the Superior Court of Justice for an order to amend the declaration or description. 1998, c. 19, s. 109 (1); 2000, c. 26, Sched. B, s. 7 (7).

Notice of application

(2) The applicant shall give at least 15 days notice of an application to the corporation and to every owner and mortgagee who, on the 30th day before the application is made, is listed in the record of the corporation maintained under subsection 47 (2), but the applicant is not required to give notice to the applicant. 1998, c. 19, s. 109 (2).

Grounds for order

(3) The court may make an order to amend the declaration or description if satisfied that the amendment is necessary or desirable to correct an error or inconsistency that appears in the declaration or description or that arises out of the carrying out of the intent and purpose of the declaration or description. 1998, c. 19, s. 109 (3).

Registration

(4) An amendment under this section is ineffective until a certified copy of the order has been registered. 1998, c. 19, s. 109 (4).

Fifth (and finally), I ask you to consider whether a court-ordered amendment to exclude cannabis-vendors is a legitimate step necessary for correcting an “...inconsistency that appears in the declaration...” And, pursuant to this possibility, I ask you to consider whether this is the best path for Corporate Legal Counsel to take in seeking a ban on cannabis-vendors in MTCC 1170’s commercial units.

Thank you for your attention to this suggestion. I look forward to hearing your responses thereto.

Keith Bricknell — Board President — MTCC 1170

When contacted for an opinion as to feasibility of using a combination of the “mischief rule” and Section 109 of the Condominium Act, Corporate Legal Counsel offered the following preliminary opinion on or about 06 December 2024:

“While [the Board President’s] legal research and legal application is top-notch as always, the Corporation would not be permitted to amend its declaration pursuant to section 109 of the Condominium Act, 1998 to include the prohibition on the use of commercial units as a cannabis stores.

“In this regard, section 109 of the Condominium Act, 1998 is clear that an order of the court will only be made to correct and error or inconsistency in the declaration. It is our view that the absence of cannabis stores as a prohibited use of a unit is not an error or inconsistency. While it is true that the declaration was registered at a time when cannabis use and distribution was illegal, that does not mean that its absence in the declaration at the current time nor the board’s argument that the declarant may have exempted such use if it were legal, amount to an error or inconsistency. The board cannot obtain an order based on its interpretation of what the declarant may have done approximately 30 years ago if the law had been different, especially in light of the fact that there are numerous other business types that are incompatible with a mainly residential building that are not expressly prohibited in the declaration (i.e. an adult entertainment facility or adult bookstore/video store or parlour, for example). Accordingly, the Corporation would only be permitted to amend its declaration through the process enumerated in section 107 of the Condominium Act, 1998.

“With respect to costs, the cost of a first draft of the declaration amendment will be \$1,500.00. The Corporation will also need to consider ancillary costs, including the costs of any redrafts, registration, disbursements, our attendance at a meeting of owners, and any other documentation that may be required.”



THE METROPOLE

01 March 2024

Cannabis Retail Store Authorization Application

As some owners and/or residents might already have noticed, a commercial unit has filed application #2541155 with the Alcohol and Gaming Commission of Ontario (AGCO). If the application is successful, the commercial unit in question would then become a “Shinybud Cannabis” store (<https://www.shinybud.com/>).

As part of the application process, the AGCO provides an opportunity for the community’s input. As the sign indicates, the community can offer that input via the following two links — on or before 15th March 2024.

<https://www.agco.ca/content/cannabis-submissions>

<https://www.agco.ca/>

Please note that your Management Office provides this notice as an “information-only” item — to facilitate any input that owners and/or residents might choose to offer.

The Management Office — MTCC 1170

