



## 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

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President: Keith Bricknell

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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<br>(if applicable) | PIN |
|------|-------|------------|--|-----|
|      |       |            |  |     |
|      |       |            |  |     |
|      |       |            |  |     |
|      |       |            |  |     |
|      |       |            |  |     |
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|      |       |            |  |     |
|      |       |            |  |     |

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 30<sup>th</sup> 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 15<sup>th</sup> 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

