

CERTIFICATE IN RESPECT OF A BY-LAW
(UNDER SUBSECTION 38 (1) OF ONTARIO REGULATION 49/01 AND SUBSECTION
56 (9) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

Ottawa-Carleton Standard Condominium Corporation No. 769 (known as the "Corporation") certifies that:

1. The copy of By-law No. 9, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 23rd day of December, 2024.

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 769**



Print Name: Rose-Marie Batley

Print Title: President

I have authority to bind the Corporation.

Schedule "A"

OTTAWA- CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law respecting the installation, operation, repair, and maintenance of electric vehicle charging stations by Owners) of OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, 1998, as amended, or the Regulations thereunder, or any successor thereto (the "Act"), shall have ascribed to them the meanings as set out in the Act.

**ARTICLE II.
PURPOSE OF THIS BY-LAW**

This By-Law is being passed for the following purposes:

1. To authorize Owners to install electric vehicle charging stations (herein called "EV Chargers"), subject to the terms of this By-Law. [An EV Charger is a device which serves to provide electrical charging for a vehicle parked in a parking unit owned by an Owner and/or a parking space, which is used by an Owner or by an occupant of the Owner's unit. The EV Charger includes any meter or other device that is installed to record the electricity consumed by the EV Charger. The EV Charger does not include the condominium's general or common electric infrastructure (including any upgrades to common hydro service(s) and/or installation of load-sharing infrastructure, which may be carried out by the Corporation to facilitate the installation of EV Chargers).]

Owners are also permitted to install EV Chargers in phases, beginning with installation of a "rough in" for an EV Charger. [A "rough-in" refers to a breaker on one of the EV distribution panels, suitable for future installation of an EV Charger.]

All infrastructure up to and including the wiring from the breaker to the EV Charger, but not including the EV Charger shall be part of the general or common electric infrastructure to be owned, maintained, and repaired by the Corporation. Without limiting the generality of the foregoing, this general or common electric infrastructure includes the following:

- A. The master (main) disconnect switch on the power supply line to each new step-down transformer.

- B. All step-down transformers (75 KVA) to reduce the supply voltage from 600 VAC to 240 VAC for each new distribution panel.
- C. All distribution panels - configured to hold 30 disconnect switches (breakers) per panel for owner connections to their EV chargers PLUS the common load sharing software and associated hardware.
- D. All power cables, conduit, and support hardware that provide electric power to the master (MAIN) disconnect, then to the transformer(s), then to the distribution panel(s), and finally up to the point of connection to the EV charger.

The EV Charger itself is owned by the Owner who is responsible for any maintenance and repairs that may be needed over its lifetime.

- 2. To establish the terms and conditions which apply to any such installations, and which accordingly constitute an agreement between the Owner(s) and the Corporation pursuant to the Act and this By-Law.

ARTICLE III. APPROVAL OF EV CHARGERS

Owners are permitted to install EV Chargers, subject in each case to the terms and conditions set forth in Article IV.

ARTICLE IV. TERMS AND CONDITIONS

The approval described in Article III is subject to the following terms and conditions and any unit Owner who installs or keeps an EV Charger agrees with the Corporation and all other unit Owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

- 1. No EV Charger shall be installed or kept except with the prior written approval of the Board, such approval not to be unreasonably withheld. The EV Charger shall comply with all additional plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the Bs, Rules or Policies of the Corporation. Furthermore, prior to installing the EV Charger, the Owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
- 2. All EV Chargers shall comply with all municipal, provincial, and federal legislation, including all municipal By-Laws and building regulations. Upon request from the Corporation, the Owner shall provide documented proof of compliance with such requirements. The Owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the EV Charger (including work

related to the installation, repair, maintenance, or operation of the EV Charger) and shall ensure that all of those requirements are met.

3. The EV Charger shall be maintained, repaired, and operated in a good and safe condition by the Owner at the Owner's sole expense. The Corporation shall not be responsible to maintain or repair the EV Charger, nor shall the Corporation be responsible to obtain any insurance with respect to the EV Charger. The EV Charger shall be owned by the Owner.
4. In the event that the Owner fails to maintain or repair the EV Charger as required herein, the Corporation may, at its option and after notifying the Owner and affording the Owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the Owner and shall be collectible in accordance with Article IV(7) hereof.
5. The Owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the EV Charger. The Owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The Owner shall fully and completely indemnify and save harmless the Corporation and all other Owners from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the EV Charger, including any claims against the Corporation for damages resulting from, caused by, or associated with the EV Charger. Without limiting the generality of the foregoing, the Owner shall be responsible for all costs and expenses incurred in order to remove the EV Charger to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the EV Charger (if desired), and the Corporation shall have no obligation for any damage which may be caused to the EV Charger as a result of any such required access.

Without limiting the generality of the foregoing, if the condominium corporation is required, in future, to make upgrades to the condominium's electrical infrastructure because of a particular EV Charger or because of an EV Charger *in combination with other EV Chargers*, the Owner(s) of the EV Charger(s) are jointly responsible to pay the costs for those infrastructure upgrades.

7. Any amounts owing to the Corporation by the Owner as a result of these terms and conditions shall be added to the Owner's common expenses and shall be collectible against the Owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien against the Owner's unit in accordance with the *Condominium Act*.

8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the Owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the Owner, to remove the EV Charger and to restore the property to its previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the Owner and shall be payable by the Owner to the Corporation, and collectible in accordance with Article IV (7) hereof.
9. The EV Charger shall be installed and kept at the sole risk and expense of the Owner.
10. The Corporation may, at any reasonable time(s) and on reasonable notice to the Owner, access the Owner's parking space(s) or exclusive-use common elements, in order to inspect the EV Charger (including any related components) or for any other purposes under this By-Law.
11. Any notice required hereunder may be delivered as set out in the Act and in the By-Laws of the Corporation.
12. Special Terms and Conditions:

Electricity Consumed by the EV Charger

The Owner must pay all costs of electricity consumed for the charging of the Owner's vehicle. This will be achieved by using one of the methods set out below, to be determined from time to time by the Board. Without limiting the generality of the foregoing, such methods may include the following:

(i) Method 1 – EV Charging Communication System

The Corporation's infrastructure upgrade(s) may include the installation of a Communication System that will allow for tracking/recording of electricity consumed by individual EV Chargers and/or for billing of the electricity consumed by each EV Charger to the Owner of the EV Charger. [NOTE: This is the preferred method and is being implemented for the first phase of the Corporation's EV Project.]

(ii) Method 2 - Submeter

The Owner may be required to install a separate sub-meter to record the electricity consumed by the Owner's EV Charger. The Owner must then pay all costs of electricity consumed at the particular EV Charger, as recorded by the sub-meter. [The Owner will pay such amounts within two weeks of receipt of invoices from the Corporation for such electricity costs. If unpaid, such amounts shall be added to the Owner's common expenses and shall be collectible as such.]

(iii) Method 3 – Amounts reasonably estimated by the Board

The Owner may be required to pay all costs of electricity consumed for the charging of the Owner's vehicle, as reasonably estimated by the Corporation. [The Owner will pay such amounts within two weeks of receipt of invoices from the Corporation for such electricity costs. If unpaid, such amounts shall be added to the Owner's common expenses and shall be collectible as such.]

(iv) Method 4 – EV Charger connected to Owner's panel

The Owner may be required to connect the EV Charger to the electrical panel for the Owner's unit or otherwise to an electrical service for which the Owner receives and pays the related electricity billings.

13. Termination: The within terms and conditions shall cease to apply in the following circumstances:

- (a) The Owner and the Corporation may at any time agree that the within terms and conditions shall no longer apply to a given EV Charger.

OR

- (b) Upon thirty (30) days' notice to the Corporation, the Owner of an EV Charger may decide to remove the EV Charger and to reinstate the property to its previous condition (at the Owner's expense). The within terms and conditions shall then no longer apply to the particular EV Charger.

OR

- (c) If the Corporation, acting reasonably, and based upon expert advice obtained in accordance with the Regulations under the Act, determines at any time that Section 24.5 (8) applies to a given EV Charger, the Corporation may, upon thirty (30) days' notice to the Owner, require the Owner to remove the EV Charger and to reinstate the property to its previous condition (at the Owner's expense). The within terms and conditions shall then no longer apply to the particular EV Charger.

14. All of these terms and conditions shall be binding upon the successors, assigns, and transferees of the Owner.

15. Notwithstanding any of the provisions of this Article IV, the Corporation shall indemnify and save harmless each unit owner from all costs and expenses (including any required repair or replacement of an EV Charger) resulting from an act or omission of the Corporation or its directors, officers, agents, contractors or employees or caused by a problem with the common element electrical infrastructure.

16. This By-Law is passed pursuant to the provisions of the Act, including Section 98 of the Act and Section 24.6 of Regulation 48/01.

ARTICLE V. ACKNOWLEDGEMENT

For any EV Charger installed pursuant to this By-Law, the Owner of the unit shall sign an Acknowledgement in the form attached as Schedule "1". The Acknowledgement shall be held by the Corporation in the Owner's unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

ARTICLE VI. PREVIOUS BY-LAWS OR RULES

Where any provision in this By-Law is inconsistent with the provisions of any previous By-Law or Rule, the provisions of this By-Law shall prevail, and the previous By-Law or Rule shall be deemed to be amended accordingly.

ARTICLE VII. MISCELLANEOUS

1. Invalidity: The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Waiver: No restriction, condition, obligation, or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
3. Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.
4. Alterations: This By-Law or any part thereof may be varied, altered, or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
5. Preparation: This document was prepared in the year 2024 by Davidson Houle Allen LLP Condominium Law in conjunction with the Corporation.

The foregoing By-Law is hereby passed by the Directors and confirmed by the Owners pursuant to the Condominium Act, 1998 of Ontario.

DATED this 23rd day of December , 2024.

**OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 769**

Rose-Marie Batley

Print Name: *Rose-Marie Batley*
Print Title: *President*

I have authority to bind the Corporation.

SCHEDULE "1"

Acknowledgement Respecting EV Charger

TO:

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769

("the Corporation")

FROM:

(please print name(s))

("the Owner")

WHEREAS:

6. The Owner is the registered owner of Unit____, Level _____, Ottawa-Carleton Standard Condominium Plan No. 769.
7. Please choose one of the following [delete all that do not apply]:
 - (a) The Owner is not a spouse.
 - (b) The Owners are spouses of one another.
 - (c) The Owner is a spouse. The person consenting below is the Owner's spouse.
8. The Owner wishes to install an EV Charger in accordance with the Corporation's By-Law No. 9 (the "EV Charger").

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in the Corporation's By-Law No. 9 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-Law. The Owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the EV Charger.

DATE: _____

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 769

Per: X _____
Name:
Title:

Per: X _____
Name:
Title:

I/We have authority to bind the Corporation

X _____
Witness Signature
Print Name: _____

X _____
Owner Signature
Print Name: _____

X _____
Witness Signature
Print Name: _____

X _____
Owner Signature
Print Name: _____

X _____
Witness Signature
Print Name: _____

X _____
Spouse Signature (where required)
Print Name: _____