

**Delegation by Susan Eplett to Township of Muskoka Lakes Planning Committee
re: Agenda Item 7b, Draft Condominium Agreement for Legacy Cottage
September 17, 2020**

Good morning Chair Bridgeman and Members of the Planning Committee.

I appreciate this opportunity to speak to you about the draft condominium agreement for Legacy that was circulated to you by Director Pink.

I will be building upon Mr. Pearce's comments, and explaining why the MLA and Friends of Muskoka believe you should add, and are legally entitled to add, additional terms to the condominium agreement in order to make sure the Township is able to implement and administer LPAT's conditions.

Yesterday shortly before 6pm you should have received my email attaching a letter from the MLA and Friends with our comments on the draft condominium agreement. We included our annotated copy of the agreement, showing the changes we suggest you make.

You will likely hear from Legacy's representatives that you are not permitted to add anything else to the condominium agreement, and that the LPAT decision prevents you from adding any other terms.

However, this is not the case. You are entitled to add terms that will help the Township implement and administer LPAT's conditions. We expected you would not feel comfortable relying solely on our word, since we opposed Legacy's development alongside the Township. So we asked our lawyer, Mr. D'Agostino, to provide a written legal opinion that we included in our email yesterday. Because Mr. D'Agostino argued our case at LPAT he is very familiar with LPAT's conditions and how they apply to Legacy's development.

The legal opinion explains that LPAT's decision does not require you to simply 'cut and paste' the conditions it sets out. You are not entitled to set new restrictions, but you are entitled to provide more details in order to ensure that LPAT's conditions are properly implemented.

Mr. D'Agostino reviewed the additional wording that we have suggested you add to the draft condominium agreement, and provided his written opinion that the changes we suggest are permitted because they represent details that are required to implement and or administer LPAT's conditions.

In fact, the draft condominium agreement circulated by Director Pink already includes terms that are in addition to those in the LPAT decision. For example, it states that the final condo agreement must be registered on title within 30 days after it's executed, at Legacy's cost, and a copy sent to the Township. This is an example of terms that have been added to LPAT's conditions because they enable the agreement to be implemented.

The additional language we've suggested will also help the Township implement LPAT's conditions.

I will explain three of our suggestions, and Mr. Pottow will explain others when he delegates.

First, the Rental Pool section

As I'm sure you know, LPAT's conditions require units to be in a rental pool for a minimum of 10 weeks each year, and two of those weeks must be between the first Saturdays following June 15th and September 15th. In order for this rental pool to be implemented effectively, we recommend that four terms should be added to section 2.4 of the condominium agreement, and these are set out in the revised condominium agreement that I emailed to you yesterday.

The second section I'll address is the Annual Report

LPAT's decision requires the owner to provide an annual report to the Township for five years documenting each unit's participation in the rental pool. However, LPAT did not state what information needs to be in the annual report, or when it is due. This information is needed in order to implement the rental program. We suggest adding to section 2.5 of the draft condo agreement that the annual report be provided by March 31st each year, and that it state not only the number of weeks each unit was in the rental pool, but also the number of days it was rented, the rental rate charged, and the dates it was occupied by the unit owner during the summer season.

Finally, the Securities section

LPAT's conditions require the owner to post securities with the Township in the amount of \$20,000 to ensure the rental program is implemented and the annual reports are filed. However, LPAT does not describe the mechanism for dealing with these securities if the owner breaches its obligations. We suggest adding to section 2.6 of the draft condominium agreement that if the annual report is not given to the Township in time, the Township is entitled to draw upon the securities. In addition, if the securities are depleted, they must be replenished.

Thank you, and I won't ask you if you have questions since you've said you will only be listening today because the appeal period has not yet expired.