



**Corporation of the Municipality of Temagami**

**Memo No.**  
2020-M-121

**Memorandum to Council**

☒ **Staff**

☐ **Committee**

**Subject:** Site Plan Amendment SPCA-20-11 – Replaces SPC-09-01

**Agenda Date:** September 17, 2020

**Attachments for Information:**

- SPCA-20-11 - Site Plan Application (redacted) & Draft Agreement
- SPC-09-01 - Site Plan Agreement

**RECOMMENDATION**

BE IT RESOLVED THAT Council receive Memo 2020-M-121 regarding the proposed amendment of a previous site plan agreement;  
AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPCA-20-11, being an amendment to the existing site plan for 62 Stevens Road.

**INFORMATION**

Mr. and Mrs. Laperriere entered into a site plan agreement with the Municipality of Temagami in 2009 (Attached). The primary purpose of the agreement was a fulfillment of a provision for consent.

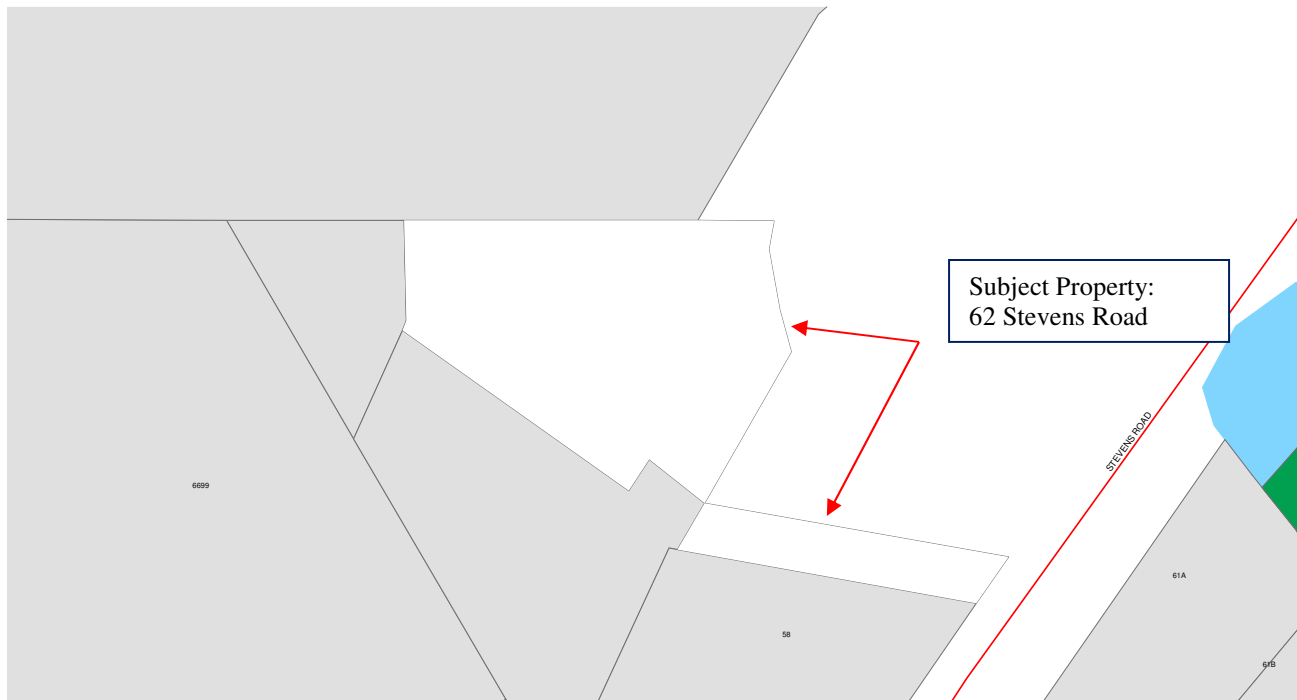
The current property owners Mr. and Mrs. Bell have made an application for a Site Plan Amendment. The property is zoned Tourist Commercial (TC) and By-law 07-728 requires that commercial properties be approved by Municipal Council and subsequently signed by the Mayor and Municipal Clerk.

The proposed development consist of:

1. The construction of a 61.3 square metres attached garage;
2. The construction of a 6m x 2.4 m porch.

As per the Zoning By-law 06-650 section 7.11.2 (a) (Garage) are permitted. The development meets the other requirements of the Zoning By-law. It is recommended that Council pass a resolution authorizing the Mayor and Clerk to sign the attached draft Site Plan Agreement.

Context Map:



Prepared by:

Reviewed and Approved for Council consideration by:

<b>Tammy Lepage, Planning Clerk</b>	<b>Suzie Fournier Municipal Clerk</b>
Name, Position	Name, Position

**The Corporation of the Municipality of  
Temagami**



**Application for Site Plan Control**

**PLEASE READ BEFORE COMPLETING THIS APPLICATION**

In addition to this form, the Applicant will be required to submit the appropriate fee, site plan, and any additional information required to assess the proposal. Failure to submit all of the required information may prevent or delay the consideration of the Application. If more space is required please use additional sheets.

All additional expenses associated with the application will be the responsibility of the applicant. A deposit of \$2,000 will be required as part of the application submission, which will be used for any additional cost associated with the process. These additional costs may include, but are not limited to: Advertising, Registration Fees, Legal Fees, Planning Consultant Fees, etc. Any unused funds will be reimbursed to the applicant at the end of the process and if additional funds are needed to complete the process an additional deposit will be required.

OFFICE USE ONLY	
Date Received: <u>Sept 08/20</u>	One copy of original Sketch: <input checked="" type="checkbox"/>
Application Number: <u>SPCA20-11</u>	Site Inspection: _____
Fee \$ <u>216.50 + 77.31 =</u>	Fee Received: <u>Sept 08/20</u>

**Please Print and Complete or (✓) Appropriate Box (es)**

SECTION 1 - APPLICANT INFORMATION	
1.1 Owner Information	
Name of Owner(s) <u>DARYL &amp; JAMICE BELL</u>	
Home Telephone Number <u>[REDACTED]</u>	Business Telephone Number <u>[REDACTED]</u>
Fax Number <u>[REDACTED]</u>	Email Address <u>[REDACTED]</u>
Mailing Address <u>62 STEVENS RD</u>	Postal Code <u>POH 2H0</u>

If the owner is a corporation, please provide the name of the person who has the authority to bind the corporation and who will sign the legal agreement on behalf of the Corporation

Name(s): \_\_\_\_\_

Position(s): \_\_\_\_\_

**1.2 Agent Information (Who is making the application on behalf of the owner)**

Name of Agent / Contact Person: \_\_\_\_\_

Home Telephone Number

Business Telephone Number

Fax Number

Email Address

Mailing Address

Postal Code

**1.3 Please specify to whom all communications should be sent**

☒ Owner (s)

☐ Agent

☐ Both Owner and Agent

**SECTION 2 – LOCATION OF THE SUBJECT LAND**

**2.1 Location of Land**

Municipal Address

62 STEVENS RD.

Legal Description

RP NR 714 Part 1 RP 36R10246 Part 1 PCL 20552 NIP

**SECTION 3 – AUTHORIZATION**

**3.1** If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

**AUTHORIZATION OF OWNER (s) FOR AGENT TO MAKE THE APPLICATION**

I (We), \_\_\_\_\_, am the owner (s) of the land that is subject of this application and I/We authorize \_\_\_\_\_ to make this application on my behalf.

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

**3.2** If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

**AUTHORIZATION OF OWNER (s) FOR AGENT TO DISCLOSE PERSONAL INFORMATION**

I (We), \_\_\_\_\_, am the owner (s) of the land that is subject of this application and for the purpose of the Freedom of Information and Protection of Privacy Act I/We authorize \_\_\_\_\_ to make this application on my behalf.

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

**3.3 Consent of Owner – Complete the consent of the owner concerning personal information set out below**

**CONSENT OF THE OWNER (s) TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION**

I (We), DARYL / TANICE BELL, am the owner<sup>of</sup> the land that is the subject of this application and for the purposes of the Freedom of Information and protection of Privacy Act, I/We authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

[Signature]  
Signature of Owner(s)

Sep 4 / 2020  
Date

[Signature]  
Signature of Owner(s)

Sep 8 / 20  
Date

**3.4 Consent of Owner – Site Visit**

I (We), DARYL / TANICE BELL, am the owner of the land that is the subject of this application and I/We authorize municipal staff and committee of adjustment members to enter onto the property to gather information necessary for assessing this application.

[Signature]  
Signature of Owner(s)

Sep 4 / 2020  
Date

[Signature]  
Signature of Owner(s)

Sep 8 / 20  
Date

**SECTION 4 – CHECK LIST**

Have you remembered to attach the following

- ☐ 1 copies of the completed application form
- ☐ 1 copies of the required sketch
- ☐ 1 copies of any required technical or justification study
- ☐ The required fee (cheque payable to the Municipality of Temagami)

**SECTION 5 – DESCRIPTION OF THE PROJECT**

**5.1 Project Description**

Nature and extent of project

NEW GARAGE & FRONT PORCH

Description of any proposed buildings/structures

22' x 30' - garage  
8' x 35' - front porch

Description of any proposed uses

**SECTION 6 - AFFIDAVIT OR SWORN DECLARATION (to be completed by each owner)**

I/We, DARK BELL

Janice Bell  
(full name)

of the TEMAGAMI (MUNICIPALITY)

(city, town)

in the West Nipissing

(region, county, district)

Make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the Temagami

(city, town)

in the West Nipissing

(region, county, district)

this 8

day of Sept

20 20

  
(Commissioner, etc.)

Owner   


Suzle Fournier, a Commissioner, etc.,  
Municipal Clerk of the  
Municipality of Temagami

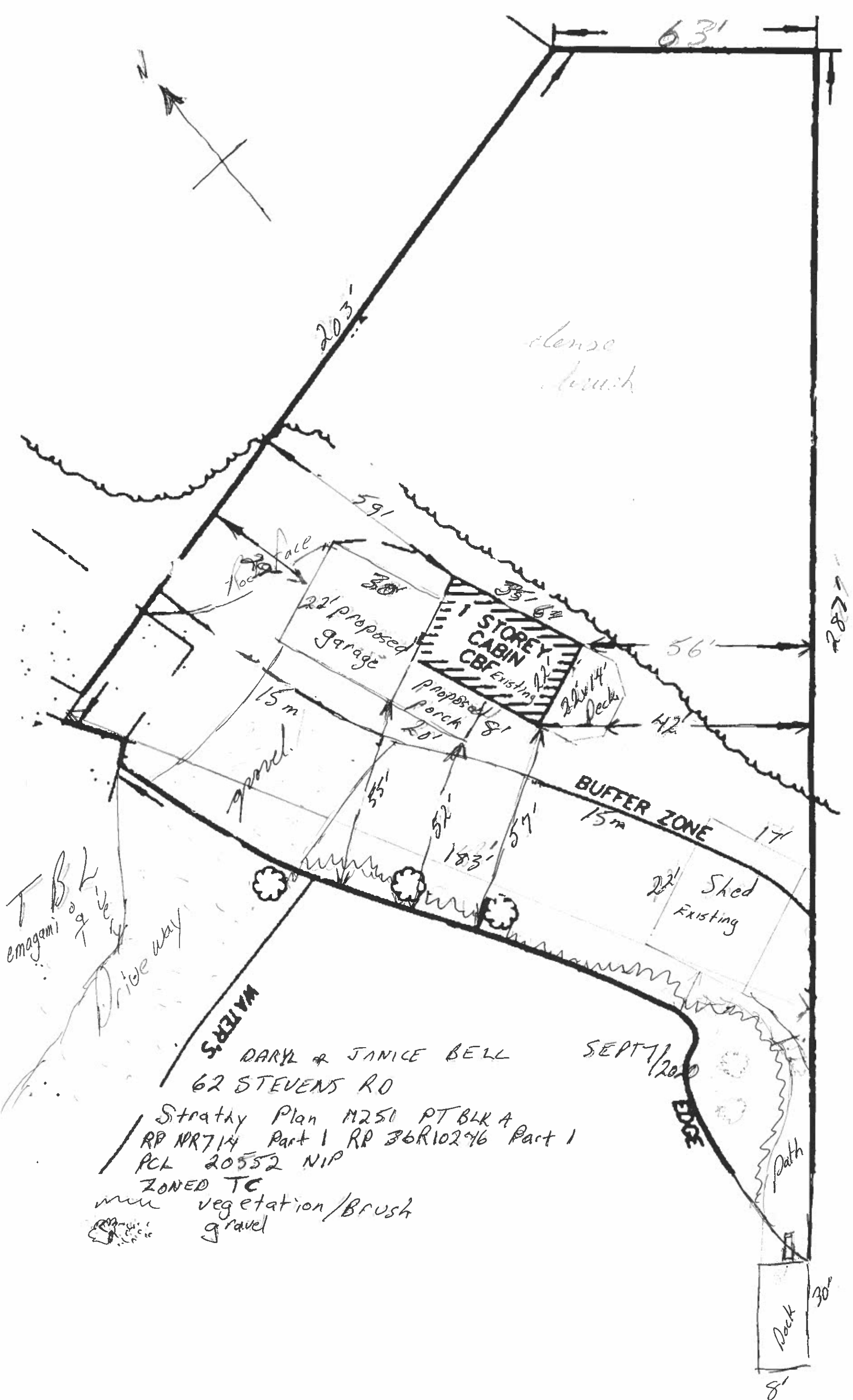
## **SITE PLAN REQUIREMENTS**

**The application shall be accompanied by 1 copy of a site plan showing the following:**

**Site Plan Requirements:**

- ☒ **The boundaries and dimensions of the subject land;**
- ☐ **The location, size, and type of all existing and proposed buildings and structures on the subject land, identifying which buildings and structures are existing and which are proposed. Also, indicating the distance of the buildings or structures from the front lot line, rear lot line, and the side lot lines;**
- ☐ **A description of the type of development;**
- ☐ **The location of any permitted outdoor storage, handling and processing areas;**
- ☐ **Identification of any abutting roads, and other relevant conditions on adjacent properties - such as land uses;**
- ☐ **Identification of any existing or proposed grading, drainage, utilities, lighting, easements, and significant features of the site (such as walls, fences, hedges, large trees, or other ground cover or facilities for the landscaping of the lands and any adjacent public streets);**
- ☐ **Vehicular areas, walkways, and pathways;**
- ☐ **If applicable, existing grades defined by contour lines or spot elevations;**
- ☐ **A Title Block which includes:**
  - ☐ **Identification of the proposed use of the site**
  - ☐ **Name and address of the person or organization submitting the site plan**
  - ☐ **Municipal address and legal description**
  - ☐ **Date prepared**
  - ☐ **Legend**
  - ☐ **Metric scale**
  - ☐ **Key plan indicating general location of the development with respect to the lake or street**
  - ☐ **North arrow**
- ☐ **Additional information for waterfront properties:**
  - ☐ **Show the 15 metre vegetative buffer from the high water mark;**
  - ☐ **Within the 15 metre vegetative buffer (Shoreline Activity Area) show the following:**
    - ☐ **Meandering pathways or access points to the shoreline – no wider than 2 metres – constructed of permeable material;**
    - ☐ **Pruning of trees for ventilation clearing around buildings limited to 3 metres;**
    - ☐ **Pruning of trees for viewing corridor limited to 6 metres;**
    - ☐ **Removal of trees permitted for safety reasons – indicate which trees will be removed and which trees will be maintained**
    - ☐ **Existing and proposed structures**





THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI  
P.O. BOX 220  
TEMAGAMI, ONTARIO P0H 2H0  
(705) 569-3421  
FAX: (705) 569-2834  
E-MAIL: visit@temagami.ca  
WEBSITE: www.temagami.ca



**SITE PLAN CONTROL AGREEMENT NO. SPCA-20-11**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
7 LAKESHORE DRIVE, BOX 220, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Municipality*")

**OF THE FIRST PART**

- and -

**JANICE HUGHES-BELL AND DARYL JOHN BELL  
62 STEVENS ROAD, TEMAGAMI, ON, P0H 2H0**

(hereinafter called "*the Owner*")

**OF THE SECOND PART**

**WHEREAS** the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

**Roll Number:** 010 00505600.0000

**Civic Address:** 62 Stevens Road

**Legal Description:** PIN: 49005-0297; PCL BLOCK A-3 SEC 36M251; PT BLK A PL M251 STRATHY PT 1 NR714 & PT 1 36R10246; S/T PT 3 NR793 AS IN LT99841; T/W PT 2 NR714 AS IN LT363860; EXCEPTION AND RESERVING UNTO THE ONTARIO NORTHLAND TRANSPORTATION COMMISSION THE MINES, MINERAL AND MINING RIGHTS; TEMAGAMI; DISTRICT OF NIPISSING

**Zone:** TC – Tourist Commercial

**AND WHEREAS** the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule A and forms part of this agreement;

**AND WHEREAS** the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

**NOW THIS AGREEMENT WITNESSETH** that in accordance of the mutual covenants and conditions herein set forth, and the required payment by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

### **1. GENERAL PROVISIONS**

- 1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4** Within the 15m setback, inland, shown as a proposed vegetative buffer on Schedule A, disturbances in the natural vegetation adjacent to the shoreline of Snake Island Lake shall be limited to the following:
  - Meandering pathways or access points to the shoreline constructed of permeable materials no wider than two (2.0) metres, pruning of trees for viewing and ventilation purposes. Ventilation clearing around buildings shall be limited to three (3.0) metres and viewing corridors shall be limited to six (6.0) metres, and the removal of trees for safety reasons.
- 1.5** *The property is located within an area of high archaeological potential. If artifacts are uncovered during construction, all construction must ceased. The owners shall contact the Ministry of Tourism, Culture and Sport, as well as, Temagami First Nation in the determination of an archaeological assessment.*
- 1.6** The Owner is responsible to mitigate storm water runoff during the construction stage to ensure there is no runoff into Snake Island Lake.
- 1.7** Permission is given for the following construction as shown on Schedule A subject to the requirements of the Zoning By-law, Ontario Building Code, and Province of Ontario:
  1. Construction and Installation of an attached Garage that is 61.3 square metres in size; and

2. Construction of a 6m x 2.4m porch.

## **2. AGREEMENT REGISTRATION**

- 2.1 This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.
- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands at the Owner's expense.

## **3. SCHEDULES AND REQUIREMENTS**

The following schedules form part of this agreement:  
Schedule A - Site Plan

## **4. BUILDING PERMITS**

- 4.1 Building permits shall not be issued for development on the lands described in Schedule A attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

## **5. ENFORCEMENT**

- 5.1 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.
- 5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

## **6. AMENDMENT, EFFECT AND NOTICE**

- 6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2 The Agreement shall come into effect on the date of execution by the Parties.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.

**WITNESS** the signature and seal of the parties hereto.

THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI

\_\_\_\_\_  
Mayor  
Dan O'Mara

\_\_\_\_\_  
Municipal Clerk  
Suzie Fournier

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janice Hughes-Bell

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

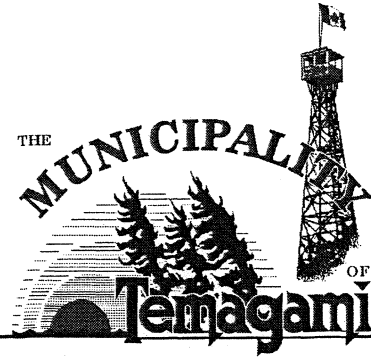
\_\_\_\_\_  
Daryl John Bell

Print Name: \_\_\_\_\_

**FACSIMILE:**

*Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.*

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E-MAIL: visit@temagami.ca  
WEBSITE: www.temagami.ca



SITE PLAN CONTROL AGREEMENT NO. SPC-09-01

THIS AGREEMENT made this 23<sup>rd</sup> day of February, 2009

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI  
Box 220, Temagami, ON P0H 2H0

(hereinafter called "*the Municipality*")

OF THE FIRST PART

- and -

Rene Andrew Laperriere  
Lillian W. Laperriere  
Box 215  
Temagami, ON P0H 2H0

(hereinafter called "*the Owner*")

OF THE SECOND PART

**WHEREAS** the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

**Roll Number:** 4869-010-005-05600-0000

**Civic Address:** 62 Steven's Road

**Legal Description:** Strathy Plan M251 Part Block A; Part 1 Plan NR-714; PIN 49005-0279 LT, Township of Strathy, Municipality of Temagami, District of Nipissing.

**Zone:** TC – Tourist Commercial

**AND WHEREAS** the proposed development of the subject lands by the Owner is outlined on a site plan included as Schedule B, and forms part of this agreement;

**AND WHEREAS** the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 07-728 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

**NOW THIS AGREEMENT WITNESSETH** that in accordance of the mutual covenants and conditions herein set forth, and the payment of \$ 320.00 by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

## **1.0 GENERAL PROVISIONS**

- 1.1** All natural tree, shrub and ground cover shall be retained except where limited clearing is required to provide sites for buildings and structures, and walkways. Mature trees shall be retained on the property.
- 1.2** Exterior lighting on the property and on the buildings shall be designed to shine directly down so that there is no impact on the night sky.
- 1.3** Any infilling of low areas and other site alterations shall require that a stormwater management study be completed prior to infilling. A copy of the study shall be given to the Municipality prior to commencement of infilling.
- 1.4** Within the 15m setback, inland, shown as a proposed vegetative buffer on Schedule B, disturbances in the natural vegetation adjacent to the shoreline of Snake Lake shall be limited to the following:

Meandering pathways or access points to the shoreline constructed of permeable materials no wider than two (2.0) metres, pruning of trees for viewing and ventilation purposes. Ventilation clearing around buildings shall be limited to three (3.0 ) metres and viewing corridors shall be limited to six (6.0) metres, and the removal of trees for safety reasons.

## **2. AGREEMENT REGISTRATION**

- 2.1** This Agreement or any notice of this Agreement shall be registered against the subject lands at the expense of the Owner. The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands. The Owner agrees that de-registration of this agreement shall not be permitted without the written consent of the Municipality.

- 2.2 The Parties agree that this Agreement shall be registered by the Municipality against the Owner's lands within thirty (30) days of the execution thereof, at the Owner's expense.

### **3. SCHEDULES AND REQUIREMENTS**

The following schedules form part of this agreement:

Schedule B - Site Plan Drawing

### **4. BUILDING PERMITS**

- 4.1 Building permits shall not be issued for development on the lands described in Schedule B attached hereto, until this Agreement has been signed by all Parties. The Site Plan Agreement will be registered on title by the Municipality and a registered copy of the Agreement will be provided to the owner and the Municipality.

### **5.0 ENFORCEMENT**

- 5.1 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.
- 5.2 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

### **6.0 AMENDMENT, EFFECT AND NOTICE**


- 6.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties and registered against the title to the subject lands.
- 6.2 The Agreement shall come into effect on the date of execution by the Parties.



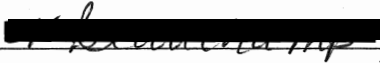
Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.


WITNESS the signature and seal of the parties hereto.

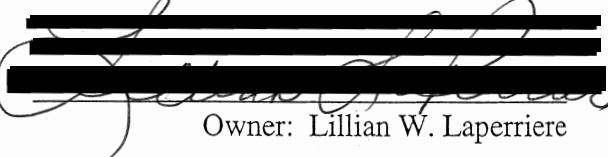
THE CORPORATION OF THE  
MUNICIPALITY OF TEMAGAMI

  
Karen Beauchamp  
Planning & Community Development Coordinator

  
Witness

  
Witness

  
Owner: Rene Andrew Laperriere

  
Owner: Lillian W. Laperriere

FACSIMILE:

*Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that this Site Plan Control Agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.*

SKETCH FOR SITE PLAN CONTROL  
PART OF BLOCK 'A',  
REGISTERED PLAN M-251  
TOWNSHIP OF STRATHY  
now in the

MUNICIPALITY OF TEMAGAMI

OWNERS: RENE LAPERRIERE  
LILLIAN LAPERRIER

DATE: FEBRUARY 11, 2009

**METRIC:**

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

