



Corporation of the Municipality of Temagami

Memo No.
2018-M-032

Memorandum to Council



Staff



Committee

Subject:

2383435 On Inc. c/o Angus Lake Lodge Site Plan Application No. SPC-18-04

Agenda Date:

June 19, 2018

**Attachments for
Information:**

- SPC-18-04 Application & Draft Agreement

RECOMMENDATION

This memorandum is to recommend that Council consider the following motion:

BE IT RESOLVED THAT Council receive Memo 2018-M-032 regarding the proposed site plan agreement;

AND FURTHER THAT Council approve the proposed Site Plan Control Agreement SPC-18-04, for 2383435 ON. Inc. c/o Angus Lake Lodge.

INFORMATION

2383435 ON. Inc. c/o Angus Lake Lodge have made an application for site plan control. 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 primary purpose of the agreement is to construct 3 decks, and one cottage addition.

The amendments are as follows:

- To construct on Cottage #1 a 14'x16' addition with a 16' x 11' deck;
- To construct on Cottage #2 a 12'x8' deck; and
- To construct on Cottage #3 a 16' x 8' deck.

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 Site Plan Agreement.

Prepared by:

Reviewed and Approved for Council consideration by:

Tammy Lepage,
Planning Clerk

Monty Cummings,
Chief Building Official

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.

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

SECTION 1 – APPLICANT INFORMATION		
1.1 Owner Information		
Name of Owner(s) <i>Robert Bossert, Dave Bossert, Dean Bossert</i>		
Home Telephone Number <i>[REDACTED]</i>	Business Telephone Number <i>[REDACTED]</i>	
Fax Number <i>[REDACTED]</i>	Email Address <i>[REDACTED]</i>	
Mailing Address <i>[REDACTED]</i>		Postal Code <i>[REDACTED]</i>
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): <i>Dean Bossert Robert Bossert David Bossert</i>		
Position(s): <i>President V. President V. President</i>		
<i>All have signing authority</i>		
1.2 Agent Information (Who is making the application on behalf of the owner)		
Name of Agent / Contact Person: <i>n/a</i>		
Home Telephone Number <i>n/a</i>	Business Telephone Number	
Fax Number	Email Address	
Mailing Address		Postal Code

1.3 Please specify to whom all communications should be sent

- ☒ Owner
☐ Agent
☐ Both Owner and Agent

SECTION 2 – LOCATION OF THE SUBJECT LAND

2.1 Location of Land

Municipal Address

4800 HWY 11 N Temagami Ont. POH 2H0

Legal Description

Angus Lake Lodge. Askin location EM 3 PCL
14967 Angus Lake

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 FOR AGENT TO MAKE THE APPLICATION

I, n/a, am the owner of the land that is subject of this application and I authorize _____ to make this application on my behalf.

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 FOR AGENT TO DISCLOSE PERSONAL INFORMATION

I, n/a, am the owner of the land that is subject of this application and for the purpose of the Freedom of Information and Protection of Privacy Act I authorize _____ to make this application on my behalf.

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 TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION

I, Robert Bossert, Dave Bossert, Dean Bossert am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and protection of Privacy Act, I 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]
[Signature]

Signature of Owner(s)

Mar 2, 2018
Date

3.4 Consent of Owner – Site Visit

I, Robert Bossert, Dave Bossert, Dean Bossert am the owner of the land that is the subject of this application and I authorize municipal staff and committee of adjustment members to enter onto the property to gather information necessary for assessing this application.

[Signature]
[Signature]
[Signature]

Signature of Owner(s)

Mar 2, 2018
Date

SECTION 4 – CHECK LIST

Have you remembered to attach the following

- ☒ 2 copies of the completed application form
- ☒ 2 copies of the required sketch
- ☐ 2 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

Construct Cottage Addition + 3 Exterior Decks

Description of any proposed buildings/structures

Cottage #1 – Addition + Deck (New addition + Deck)

Cottage #2 – Deck (Replace old Deck)

Cottage #3 – Deck (Replace old Deck)

Description of any proposed uses

private use.

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

I, Robert Wayne Bossert
(full name)

of the North Bay
(city, town)

in the Ontario
(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 City of North Bay
(city, town)

in the District of Nipissing
(region, county, district)

this 2nd day of March, 20

Michelle Yvette Petric
(Commissioner, etc.)
Michelle Yvette Petric, a Commissioner, etc.,

[Signature]
Owner

Province of Ontario, for McLachlan Froud LLP

Barristers and Solicitors.

Expires February 21, 2020

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

I, DAVID E BOSSERT
(full name)

of the CITY OF NORTH BAY, ONT
(city, town)

in the ONTARIO
(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 CITY OF NORTH BAY
(city, town)

in the ONTARIO
(region, county, district)

this 2 day of MARCH, 20 18

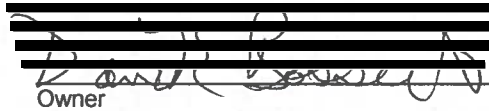

(Commissioner, etc.)

Michelle Yvette Petrie, a Commissioner, etc.,

Province of Ontario, for McLachlan Froud LLP

Barristers and Solicitors.

Expires February 21, 2020


Owner

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

I, Dean Kenneth Bosserf
(full name)

of the North Bay
(city, town)

in the Ontario
(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 City of North Bay
(city, town)

in the District of Nipissing
(region, county, district)

this 2nd day of March, 2019

[Signature]
(Commissioner, etc.)

[Signature]
Owner

Michelle Yvette Petrie, a Commissioner, etc.,
Province of Ontario, for McLachlan Froud LLP
Barristers and Solicitors.

Expires February 21, 2020

Askin Location EM 3 PCL
14967 Angus Lake

Angus Lake Lodge
4800 HWY 11 N
Temagami, Ont.
POH 2HO
Vacation Property

Frontage; 995 ft.
Area; 2.61 acres

Robert Bossert
6 Clifford Ave.
North Bay Ont. P1A 1W8

Feb 19, 2018

← Temagami

North Bay →

HWY 11 North

Property Line

Property Line

Pathway

Dock

Legend

Gravel Roadways

Hydro Pole

Septic Tank

Structure Identifier

① - ④ Numbered Cottages (all 20' high)

⑩ Two Unit Motel

⑪ Boathouse

⑫ Gazebo

⑬ Pump house/Bathroom

⑭ Gazebo

Deck

Angus Lake

North

657.86'

Lodge
50' high

Shed

Sauna

Proposed Construction

14'x16' addition - Cot

16'x11' deck - Cot

12'x8' deck - Cot

16'x8' deck - Cot

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Dock

Metric

Scales 1/4" = 10' / 1.1 cm = 10'

Septic Tank

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. SPC-18-04

THIS AGREEMENT made this _____ day of _____, 2018

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 -

**2383435 ONTARIO INC / ANGUS LAKE LODGE
C/O ROBERT, DAVE AND DEAN BOSSERT
6 CLIFFORD AVE., NORTH BAY, ON, P1A 1N8**

(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: 4869-780-000-01100-0000

Civic Address: 4800 Highway 11 North

Legal Description: PCL 14967 SEC NIP; SUMMER RESORT LOCATION EM3
ASKIN AS IN NP8016; TEMAGAMI; DISTRICT OF
NIPISSING

Zone: TC- TOURISM 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.
- 1.5** The Owner is responsible to mitigate storm water runoff during the construction stage to ensure there is no runoff into Angus Creek.
- 1.6** 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 of a 14' x 16' cottage addition and a 16' x 11' deck on Cottage #1;
 2. Construction of a 12' x 8' deck on Cottage #2; and
 3. Construction of a 16' x 8' deck on Cottage #3.

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
Lorie Hunter

Municipal Clerk
Elaine Gunnell

Witness
Print Name: _____

2383435 Ontario Inc.
Dean Bossert, President
I have authority to bind the corporation.

Witness
Print Name: _____

2383435 Ontario Inc.
Robert Bossert, Vice- President
I have authority to bind the corporation.

Witness
Print Name: _____

2383435 Ontario Inc.
David Bossert, Vice- President
I have authority to bind the corporation.

FACSIMILE:

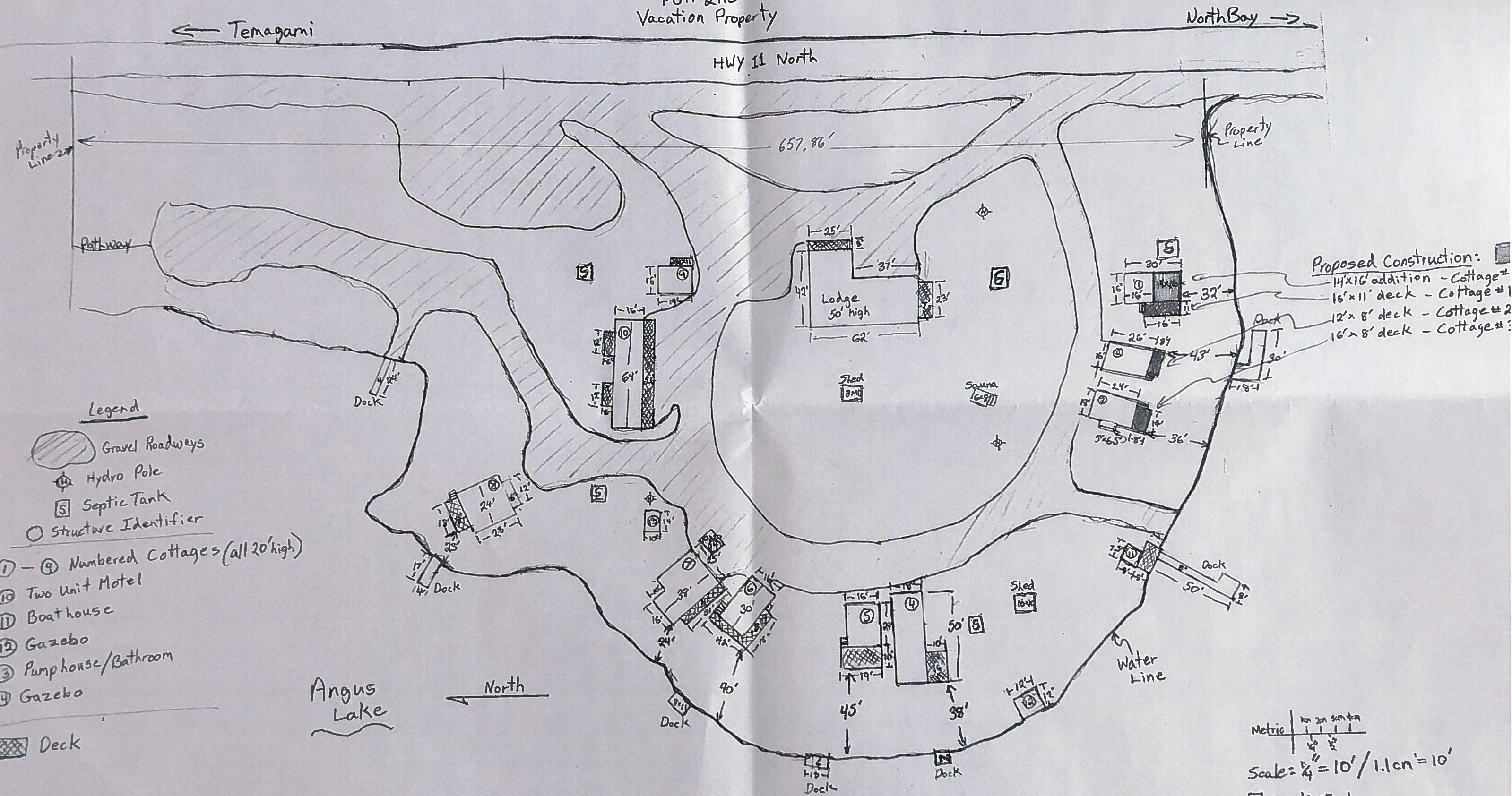
Either party may execute this Site Plan Control Agreement by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as 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.

SCHEDULE A

Askin Location EM 3 PCL
14967 Angus Lake
Angus Lake Lodge
4800 HWY 11 N
Temagami, Ont.
POH 2HO
Vacation Property

Frontage; 995 ft.
Area; 2.61 acres

Robert Bossert
6 Clifford Ave.
North Bay Ont. P1A 1N8
Feb 19, 2018



Legend

- Gravel Roadways
- Hydro Pole
- Septic Tank
- Structure Identifier
- 1 - 4 Numbered Cottages (all 20' high)
- 10 Two Unit Motel
- 11 Boathouse
- 12 Gazebo
- 3 Pumphouse/Bathroom
- 4 Gazebo
- Deck

Proposed Construction:
14x16' addition - Cottage #1
16x11' deck - Cottage #1
12x8' deck - Cottage #2
16x8' deck - Cottage #2

Scale: 1/4" = 10' / 1.1 cm = 10'
[5] Septic Tank

May 18/18