

# **The Corporation of the City of Kenora**

## **By-Law Number 104 - 2025**

### **A By-Law to Designate the Whole of the City of Kenora as a Site Plan Control Area, Pursuant to Section 41 of the Planning Act, R.S.O. 2001, Chapter P-13, as amended, and to Adopt Certain Procedures for the Processing of Site Plan Control Applications and to Exempt Certain Classes of Development from Approval of Plans and Drawings**

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Whereas Subsection 41(2) of The Planning Act, R.S.O., 2001, c.P.13 provides that a Council of a local municipality may, where in an official plan an area is shown or described as a proposed site plan control area, designate the whole or any part of such area as a site plan control area; and

Whereas the Official Plan for the City of Kenora describes the whole of the City of Kenora as an area subject to Site Plan Control; and

Whereas Bill 23, the More Homes Built Faster Act, received royal assent on November 28, 2022;

Now Therefore Be It Resolved That The Council of the Corporation of the City of Kenora enacts as follows:

All lands within the limits of the City of Kenora effective July 14, 2005 are subject to the provisions of this By-law, and of S.41(4) of the Planning Act, R.S.O. 2001 c.P-13, as amended.

#### **1.0 Purpose**

Site Plan Control ensures the implementation of City requirements (e.g. street widenings, road improvements, parking, drainage, servicing etc.). It also helps to improve the quality and appearance of the development and provides for the safe circulation of traffic.

During the Site Plan Approval process, the City will review site design features and co-ordinate the following:

- Overall Site Design
- Effect on Surrounding Land Uses
- Siting of Buildings
- Grading
- Sewer and Water Servicing
- Stormwater Management
- Parking Lot Layout
- Access
- Building Design
- Crime Prevention Through Environmental Design (CPTED)
- Landscaping

In particular, the following components are included in the City's site plan control process as they are critical to achieving compliance with municipal standards and ensuring sustainable development practices:

## 1.1 Site Servicing

Including site servicing (water, wastewater, and utilities) in the site plan control process allows the City to:

- **Ensure Adequate Infrastructure Capacity:** Verify that existing municipal systems can support the proposed development ensuring compliance with regulatory requirements. In addition, private utilities such as natural gas, hydro and communications may require significant upgrades on City property which must be contemplated as part of the approval process.
- **Avoid Service Disruptions:** Assess connection points and design details to mitigate potential risks of leaks, blockages, or service interruptions.
- **Promote Efficient Development:** Align service installations with broader municipal planning strategies and utility corridors to reduce redundancy and improve accessibility for maintenance.

## 1.2 Stormwater Management

As the City of Kenora is not in a watershed managed by a Conservation Authority, all stormwater management requirements (i.e. MECP Environmental Compliance Approval conditions) are the responsibility of the municipality.

Stormwater management is a critical component of urban planning and is addressed during site plan review to:

- **Prevent Flooding and Erosion:** Proper drainage design mitigates the risk of localized flooding and soil erosion on-site and in surrounding areas.
- **Maintain Water Quality:** Incorporating stormwater best management practices (BMPs) ensures runoff does not contaminate local water bodies, safeguarding environmental health.
- **Comply with Regulatory Standards:** Stormwater infrastructure must meet provincial and municipal standards, ensuring consistency with policies like low-impact development (LID) principles.

## 2.0 General Provisions

Subject to Section 3.0, *Exemptions*, the following residential, commercial, industrial and institutional developments shall be subject to Site Plan Control:

- 2.1 New non-residential developments or additions to existing non-residential developments in the Settlement Area, as designated in Schedule "A" of the Official Plan.
- 2.2 Any residential development containing ten (10) or more dwelling units.
- 2.3 The development, redevelopment, alteration or expansion of any above ground broadcasting and communications buildings or structures.
- 2.4 The development, redevelopment, alteration or expansion to any above ground utilities infrastructure, including wind or water turbines.

- 2.5 Commercial Parking Lots and Commercial Parking Structures as defined in Section 14 of this By-law.
- 2.6 Any patio accessory to a commercial use and located outdoors on private property; this does not apply to industrial or institutional uses.
- 2.7 Environmental Areas: Any development on or adjacent to lands designated environmental protection area, environmental resource area, environmental wetland area, area of natural or scientific interest or similar designation in an Official Plan, including Black Sturgeon Lake, or identified through reports required as a component of an application for development, made under the *Planning Act*. This section applies equally to the adjacent lands. For the purpose of this section, adjacent lands means those lands contiguous to a specific natural heritage feature or area where it is likely that development or site alteration would have a negative impact on the feature or area.
- 2.8 Harbourtown Centre: Any development located within the Harbourtown Centre.
- 2.9 Propane: Any propane transfer station.
- 2.10 Any new development of, or conversion to, a community-based care facility, school, place of worship, private social facility, hospital, cultural facility or community centre.
- 2.11 Any new development of or conversion to community homes, residential care facilities, detoxification centres, recovery homes, crisis care shelters, corrections residences or community support houses as defined in Section 14 of this By-law.
- 2.12 Any development of real property designated under the Ontario Heritage Act where the addition or alteration has the effect of adding one or more dwelling units, adding more than 100 square metres of building area or altering site grading; and any development of new buildings or additions more than 100 square metres on lands abutting a real property designated under the Ontario Heritage Act.
- 2.13 Any development of a commercial outdoor recreational facility such as a campground, swimming pool or amusement park.
- 2.14 Any industrial development.

### **3.0 Exceptions**

The following classifications of development shall be exempt from Site Plan Control:

- 3.1 Developments which, upon preliminary review by the City of Kenora City Planner, or in their absence, or in conjunction with, the Planner, Associate Planner or Director of Planning and Building Services, are, determined to comply with Municipal By-laws and are beyond the intent of this By-law or the scope of Section 41 of The Planning Act, R.S.O. 2001, Chapter P-13.
- 3.2 Notwithstanding Sections 2.7 and 2.8, regarding development near designated environmental areas and Harbourtown Centre, any residential development containing ten (10) or fewer dwelling units shall be exempt from Site Plan Control, unless site plan control has been made a condition of consent for severance, easement, lease, lot addition or of approval of a subdivision or condominium description.
- 3.3 Notwithstanding Sections 2.7 and 2.8, regarding development near designated environmental areas and in the Harbourtown Centre area, a bed and breakfast with not more than 4 guest bedrooms or building or structure accessory thereto; shall be exempt from Site Plan Control.;

- 3.4 Notwithstanding Sections 2.7 and 2.8, regarding development near designated environmental areas and in the Harbourn Centre area, a building or structure accessory to a non-residential use shall be exempt from Site Plan Control, provided the gross floor area of the accessory building or structure is less than 10 square metres.
- 3.5 Works which result from the requirements of the Fire Marshall's Act or an Order issued by the Corporation's Fire Department shall be exempt from Site Plan Control.
- 3.6 Where there is an approved Site Plan, any deviation from any dimension respecting the location of buildings and structures shown in the approved plans provided the deviation does not exceed 0.3 metre and, further and does not result in a violation of any By-law enacted by the Corporation or other applicable law, shall be exempt from Site Plan Control.
- 3.7 Interior building alterations which do not involve a change in major occupancy as defined by the Ontario Building Code shall be exempt from Site Plan Control.
- 3.8 Signs, which are not erected as part of a commercial development, and temporary construction buildings placed in accordance with any applicable By-law, shall be exempt from Site Plan Control.
- 3.9 A utility installation having a gross floor area of less than 10 square metres shall be exempt from Site Plan Control.
- 3.10 Any changes to a public parking area in a commercial parking lot that are necessary to provide handicapped parking or to install an authorized sign required by By-law, provided that the changes are made within the area of the parking lot used for vehicle parking or vehicle access to parking areas, shall be exempt from Site Plan Control.
- 3.11 Any change to the following developments shall be exempt from Site Plan Control:
- a) bed and breakfast with not more than 4 guest bedrooms;
  - b) group home for a maximum of 10 persons, exclusive of staff, located in one building;
  - c) any residential development containing ten (10) or fewer dwelling units;

#### **4.0 Delegation of Authority**

- 4.1 The City of Kenora's City Planner, or in their absence, the Associate Planner, Planner, or Director of Planning and Building Services, are hereby delegated as being appointed officers of the City to exercise Council's powers or authority under section 41 of the Planning Act, R.S.O. 2001, c.P.13, as amended, to approve plans and drawings, to impose conditions and to require agreements.
- 4.2 Except for the exemptions listed in Section 3.0 above, no persons shall undertake any development in the City of Kenora until the City of Kenora or the Ontario Land Tribunal, in accordance with Section 41 of the Planning Act, has approved of the plans and any required Agreements have been entered into respecting matters set out in Section 41 of the Planning Act, R.S.O. 2001, Chapter P-13 as amended.

## **5.0 Approval Authority**

- 5.1 Council, at the time of consideration of an Application for Official Plan Amendment and/or Zone Change, may pass a resolution requesting that the development proposal be subject to Site Plan Control.

## **6.0 Agreements**

- 6.1 Council's authority under Section 41(7)(c) of the Planning Act to require an owner to enter into an agreement with The Corporation of the City of Kenora and the authority to approve the form of agreement is hereby delegated to the City Planner, Planner, Associate Planner, or the Director of Planning and Building Services and they are hereby authorized to recommend execution of any agreement or amendments thereto which may be required pursuant to the provisions of this By-law.
- 6.2 The Mayor or Clerk is hereby authorized to execute on behalf of The Corporation of the City of Kenora under corporate seal any agreement which may be required pursuant to the provisions of this By-law upon the written recommendation of the City Planner, Planner, Associate Planner, or the Director of Planning and Building Services, as the case may be.
- 6.3 Registration of Agreement: Any agreement or amendment thereto entered into in accordance with this By-law, shall be registered against the title of the land to which it applies.
- 6.4 Section 446(1) of the Municipal Act, R.S.O. 2001 Chapter M.45, applies to any requirements made under clauses 7(a) and (b) of Section 41 of the Planning Act and to any requirements made under an agreement entered into under Clause 7(c) of Section 41 of the Planning Act, so that, in default of anything being done pursuant to those sections and agreements by the person required to do it, it may be done at his expense and the expense may be recovered in like manner as municipal taxes.

## **7.0 Execution of Agreements**

The Mayor and City Clerk of the City of Kenora are authorized to execute any agreement required pursuant to this by-law and affix the corporate seal.

## **8.0 Liens**

- 8.1 When the City of Kenora causes any work to be done pursuant to any approval provided for in this by-law, the City shall have a lien for any amount expended by or on behalf of the City and for an administrative fee of ten percent of any amount expended by or on behalf of the City, and the certificate of the City Clerk as to the total amount expended shall be admissible in evidence as prima facie proof of the total amount expended and such total amount together with the administrative fee shall be deemed to be municipal real property taxes and shall be added to the collector's roll of taxes to be collected and shall be subject to the same penalty and interest charges as real property taxes and shall be collected in the same manner and with the same remedies as real property taxes.
- 8.2 Before the certificate of the City Clerk is issued under section 8.1, an interim certificate shall be delivered to the owner of the property that is subject to the lien, as well as to all

prior mortgagees or other encumbrances and the affected owner, mortgagees or other encumbrances shall have two weeks from the date of receipt of the interim certificate to appeal the amount shown thereon to Council.

## **9.0 Prior Approvals**

Plans, drawings, agreements or other matters approved under Section 41 of the Planning Act by an old municipality shall hereafter be continued, enforced and deemed to have been approved or executed under this by-law.

## **10.0 Letters of Undertaking**

10.1 In the case of a residential development, a letter of undertaking may be provided as an alternative to an agreement where:

- a) easements or conveyances are not required to be made to the City after issuance of the building permit,
- b) special measures for the protection of existing private trees are not required,
- c) the owner is not required to enter into other related development agreements with the City after the issuance of the building permit, and
- d) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions.

10.2 In the case of non-residential development, a letter of undertaking may be provided as an alternative to an agreement where:

- a) easements or conveyances are not required to be made to the City after issuance of the building permit,
- b) the owner is not required to enter into other related development agreements with the City after the issuance of the building permit,
- c) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions, and
- d) the total amount of securities to be provided to the City does not exceed \$5,000.

10.3 For small projects to which there is either no security required, or security that does not exceed \$5,000.00 in value, the City Planner, Planner, Associate Planner or Director of Planning and Building has the authority to execute letters of undertaking as outlined.

## **11.0 Administration**

### **11.1 Issuance of Building Permits**

- a) Notwithstanding any provisions of the Building By-law or any other By-law of the Corporation to the contrary, no building permit shall be issued until the plans and drawings and any such agreements required by the Municipality for such development have been approved by the appointed officers, or where a referral has been made to the Ontario Land Tribunal or so ordered by a Court of competent jurisdiction;
- b) Nothing in this By-law shall prevent development on any lands subject to this By-law where such development is proceeding in accordance with a valid building permit which was issued by the Corporation prior to the passing of this By-law.

## 11.2 Violations and Penalties

- a) No person shall deviate from the plans approved pursuant to this By-law, unless such deviation is expressly authorized by this By-law or is exempt under Section 3.
- b) Any person who contravenes any provision of Section 41 of the Planning Act, or any provision of this By-law, is guilty of an offence and on conviction is liable to the penalties set out in Section 67(1) and (2) of the Act, as amended, as follows:
  - i. Where an individual is convicted (and if the offender is a corporation, every director or officer who knowingly concurs in the contravention), the maximum penalties are:
    - On a first conviction, a fine of not more than \$25,000;
    - On a subsequent conviction, a fine of not more than \$10,000 for each day or part of a day that the contravention continues after the first conviction.
  - ii. Where a corporation is convicted, the maximum penalties are:
    - On a first conviction, a fine of not more than \$50,000;
    - On a subsequent conviction, a fine of not more than \$25,000 for each day or part of a day that the contravention continues after the first conviction.

## 11.3 Validity

If any section, clause or provision of this By-law is, for any reason, declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part hereof other than the section, clause or provision so declared to be invalid. It is hereby declared to be the intention that the remaining sections, clauses and provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions hereof shall have been declared to be invalid.

## 11.4 Interpretation

For the purposes of this By-law, words used in the present tense also include the future; words in the singular also include the plural and words in the plural include the singular number; words in the neuter gender include the masculine and the feminine; and the word "shall" is mandatory.

## 11.5 Imperial Values

Only the values provided with metric units of measure which appear in the By-law are official.

## 11.6 Financial Securities

Where an agreement is required pursuant to Section 7 of this By-law, and said agreement requires the submission of financial securities to ensure the satisfactory completion/maintenance of the works required by the Agreement and approved plans listed therein, the amount of the financial security shall be calculated on the basis of the total value of construction, as follows:

- a) On-site Deposit – 10% of the construction costs of all onsite works (including stormwater management facilities and excluding the buildings and structures). A deposit of \$1,000 will be required as a minimum.
- b) Off-site Deposit – 100% of the construction costs for all works within the Municipal Right of Way, on other City property, or for municipal owned services on private property.
- c) Exceptional Circumstances – Where it is deemed that full security as provided for under the above calculation is not required, an alternative amount as deemed appropriate by the Director of Planning and Building Services may be used. At the request of the owner, a staged payment schedule, as deemed appropriate by the Director of Planning and Building Services, may be used. The staged payments shall be structured to ensure adequate financial security remains in place at all times to guarantee the completion of required site works. The schedule for staged payments shall be determined based on the scope of work, projected timelines, and risk assessment, to the satisfaction of the City. The staged payments shall be structured to ensure adequate financial security remains in place at all times to guarantee the completion of required site works. The schedule for staged payments shall be determined based on the scope of work, projected timelines, and risk assessment, to the satisfaction of the City.

The total value of construction shall include any site grading; storm water management facilities; sewer and water servicing; landscaping and paving works; sidewalks; fences; retaining walls; on-site lighting; or similar required works as shown on the approved plans.

The calculation is used to estimate the required deposit only, and does not limit the use of the deposit to ensure compliance with any and all work required under the Site Plan Control Agreement, including but not limited to servicing, grading, rock faces, structures, lighting, landscaping, pavement, etc.

#### 11.7 Release of Financial Securities

Once all the Conditions in the Site Plan Agreement have been complied with and there are no deficiencies noted during the Site Plan Compliance Review, the deposits will be released to the then owner of the property as follows:

- a) Off-site Deposit – reduced to 10% until the end of the 1-year maintenance period.
- b) On-site Deposit – reduced to 10% until the end of the 1-year maintenance period.

#### 11.8 Staged Release of Deposit

The City may, at its sole discretion and upon written request from the Developer, release portions of the deposit in stages as work progresses. Such releases shall be subject to:

- a) Inspection and Approval – The City must inspect the completed works and confirm, to its satisfaction, that they have been carried out in compliance with the approved site plan, associated agreements, and applicable municipal standards.



- b) **Percentage-Based Releases** – The staged release of the deposit shall be in accordance with a percentage-based schedule determined by the City, ensuring that a sufficient balance is retained to secure the completion of all outstanding works.
- c) **Final Release** – The final portion of the deposit shall not be released until all site works, including landscaping, servicing, and any outstanding deficiencies, are completed to the satisfaction of the City.
- d) **Written Confirmation** – Each staged release shall be confirmed in writing by the City, outlining the portion released, the remaining balance, and any remaining conditions to be met before further releases.

#### 11.9 Costs

Unless otherwise negotiated, payment of all fees/costs associated with the agreement, or the works required within the agreement, shall be the responsibility of the Applicant/property owner.

#### 12.0 **REPEAL**

By-law Number 47-2025 is hereby repealed.

#### 13.0 **SHORT TITLE**

This by-law may be cited as the Site Plan Control By-law, July 2025.

#### 14.0 **DEFINITIONS**

In this By-law, unless the context requires otherwise, the following definitions and interpretations shall apply:

- 14.1 **Building By-law** - means any By-law of the Corporation passed pursuant to the Building Code Act, as amended;
- 14.2 **Building Permit** - means a permit required by the Building By-law;
- 14.3 **Commercial Parking Lot** - means an open area, including any related aisles, parking spaces, ingress and egress lanes, other than a public street or public lane or parking structure, used for the temporary parking of five or more motor vehicles and available for the public and/or private use, whether or not for compensation or as an accommodation for tenants, employees, clients or customers, other than parking areas which are accessory to a permitted use on the same lot. A commercial parking lot shall have its principal access to a public street or public laneway and shall constitute the main use of the lot;
- 14.4 **Commercial Parking Structure** – means a partially open and/or enclosed area, including any related aisles, parking spaces, ingress and egress lanes, other than a public street or public lane, used for the temporary parking of five or more motor vehicles and available for public and/or private use, whether or not for compensation or as an accommodation for tenants, employees, clients or customers, other than parking areas which are accessory to a permitted use on the same lot. A commercial parking structure shall have its principal access to a public street or public laneway and shall constitute the main use of the lot;
- 14.5 **Corporation** - means The Corporation of the City of Kenora;

- 14.6 **Council** - means the Municipal Council of the Corporation of the City of Kenora;
- 14.7 **Community Home**-means a residential building that is the principal residence of three (3) to ten (10) persons, exclusive of their dependents or staff, who live under responsible supervision consistent with the needs of the residents and who share cooking, sanitary, and living facilities. A Community Home may be licensed, funded, or approved by the Province of Ontario, but does not include a corrections residence, crisis care shelter, or other institutional use.
- 14.8 **Community Support House**-means a community-based group living arrangement providing short-term accommodation and incidental support services for persons temporarily residing in the City for medical, correctional, or related purposes. This includes, but is not limited to, relatives of persons receiving treatment or in custody. A Community Support House may be licensed, funded or approved by a provincial ministry or agency.
- 14.9 **Corrections Residence**-means a secure residential facility operated under the authority of the Province of Ontario or the Government of Canada for persons placed on probation, released on parole, admitted for correctional or rehabilitative purposes, or awaiting trial. Residents live under continuous supervision consistent with applicable legislative and institutional standards.
- 14.10 **Crisis Care Shelter**-means a group living arrangement providing short-term, emergency accommodation and support services to persons in crisis. Residents live together in a single housekeeping unit and may receive services such as protection, counselling, or referrals. A Crisis Care Shelter may be licensed, funded or approved by a provincial ministry or agency.
- 14.11 **Development** – means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof, or the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers or of sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46 (1) of the *Planning Act* R.S.O. 2001, c. P.13, s. 41 (1); 1994, c. 4, s. 14; 2002, c. 17, Sched. B, s. 14 (1).
- 14.12 **Detoxification Centre** - means a facility or residence in which individuals are admitted for supervised withdrawal and initial treatment of substance or alcohol dependency. Residents live under continuous care and supervision. A Detoxification Centre may be licensed, funded or approved by the Province of Ontario and registered with the City of Kenora.
- 14.13 **Drawing** - means a graphic rendering, bearing a drawing number, date or date of revision and drawn to scale, showing plan, elevation and cross-section views for each industrial and commercial building to be erected and for each residential building containing twenty-five or more dwelling units to be erected, which is sufficient to display:
- a) the massing and conceptual design of the proposed building;
  - b) the relationship of the proposed building to adjacent buildings, streets and exterior areas to which members of the public have access; and

- c) the provision of interior walkways, stairs and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings.

14.14 **Erect** - means the carrying out of any activity within the meaning of Development herein;

14.15 **Land** - includes lands, tenements, and hereditaments, and any estate or interest therein, and any right or easement affecting them, and lands covered with water and any right or easement affecting them;

14.16 **Land Lease Community Home** - means any dwelling that is a permanent structure where the owner of the dwelling leases the land used or intended for use as the site for the dwelling, but does not include a mobile home;

14.17 **Municipal Act** - means the Municipal Act, R.S.O. 2001, Chapter M.45, and any amendments thereto;

14.18 **Person** - includes any association, firm, partnership, syndicate, company, Corporation, its agents or trustee, and the heirs, administrators, executors, assigns and other legal representatives of such person to whom the context may apply according to law;

14.19 **Plan** - means a formal drawing, bearing a drawing number, date or date of revision and author's registration stamp drawn to scale and showing;

- a) the location of all buildings and structures to be erected;

- b) the location of all facilities and works to be provided in conjunction with (1) above; and

- c) all facilities and works required by Council pursuant to Section 41 of the Planning Act, R.S.O. 2001, Chapter P-13 as amended;

14.20 **Planning Act** - means the Planning Act, R.S.O. 2001, Chapter P-13 as amended;

14.21 **Recovery Home**-means a group living arrangement in which individuals with substance use issues or related dependencies reside under 24-hour supervision in a single housekeeping unit. Recovery Homes provide a continuum of care through structured programs addressing physical, psychological, social, and rehabilitative needs. A Recovery Home may be licensed, funded or approved by the Province of Ontario.

14.22 **Residential Care Facility**-means a residential building or part thereof, in which residents live together in a single housekeeping unit under responsible supervision and receive care, support, or services consistent with their needs. A Residential Care Facility may provide either short-term or long-term accommodation, and may be licensed, funded or approved by the Province of Ontario.

## 15. **Effect and Force**

That this By-law shall take effect and come into force upon third and final reading thereof.

**By-law read a First and Second Time this 15<sup>th</sup> day of July, 2025**

**By-law read a Third and Final Time this 15<sup>th</sup> day of July, 2025**

**The Corporation of the City of Kenora:-**

.....  
**Andrew Poirier, Mayor**

.....  
**Heather L. Pihulak, City Clerk**

By signing this bylaw on July 15, 2025, Mayor Andrew Poirier will not exercise the power to veto this bylaw.