

Staff Report

Presented By: Mark Paoli, Director, Development Services
Meeting Date: January 5, 2026
Subject: 143 Knowles Lane Encroachment Agreement
Attachment(s): Encroachment Application 143 Knowles Lane

Recommendation

That Council adopt By-law 03-2026, a By-law to authorize the Director of Development Services to execute an encroachment agreement for 143 Knowles Lane.

Report Summary

An encroachment agreement is recommended to allow an existing deck to be replaced. The deck is attached to a house that has encroached onto the shore road allowance for a long time. The Draft Encroachment Agreement and Authorizing By-law are included in the By-laws section of the Council agenda.

Background/Analysis

Existing House and Deck

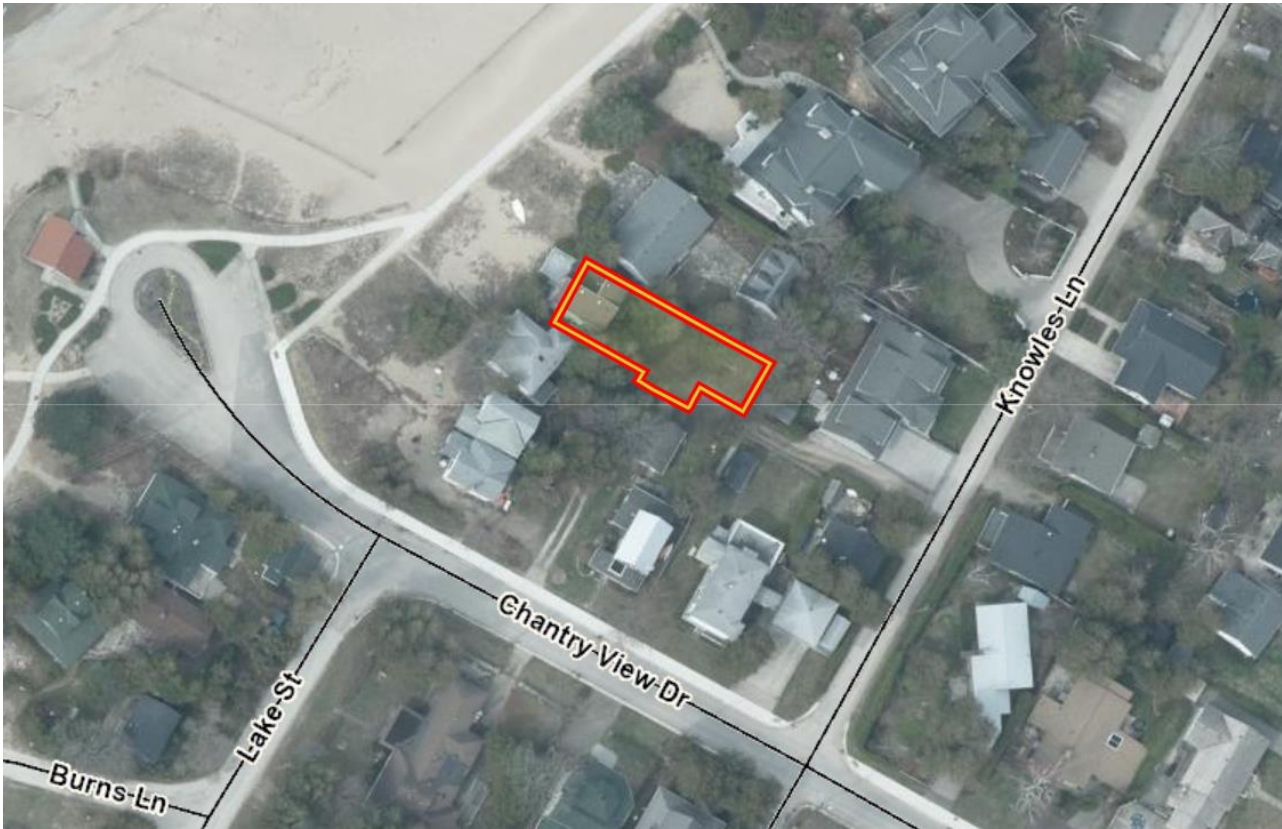
The property at 143 Knowles Lane has an existing house with a deck on the west side, facing the beach and lake. The house was a cottage built in 1987. Part of the west side of the house is on Town-owned land. As a result, the existing deck is also located on Town-owned land. The most westerly (lake side) point of the existing encroachment is the existing stairs on the west side of the deck.

Proposed Deck Replacement

The owner has preconsulted on a proposed replacement of the existing deck. The new deck would be the same dimensions as the existing deck. The stairs would be relocated to the south side of the deck.

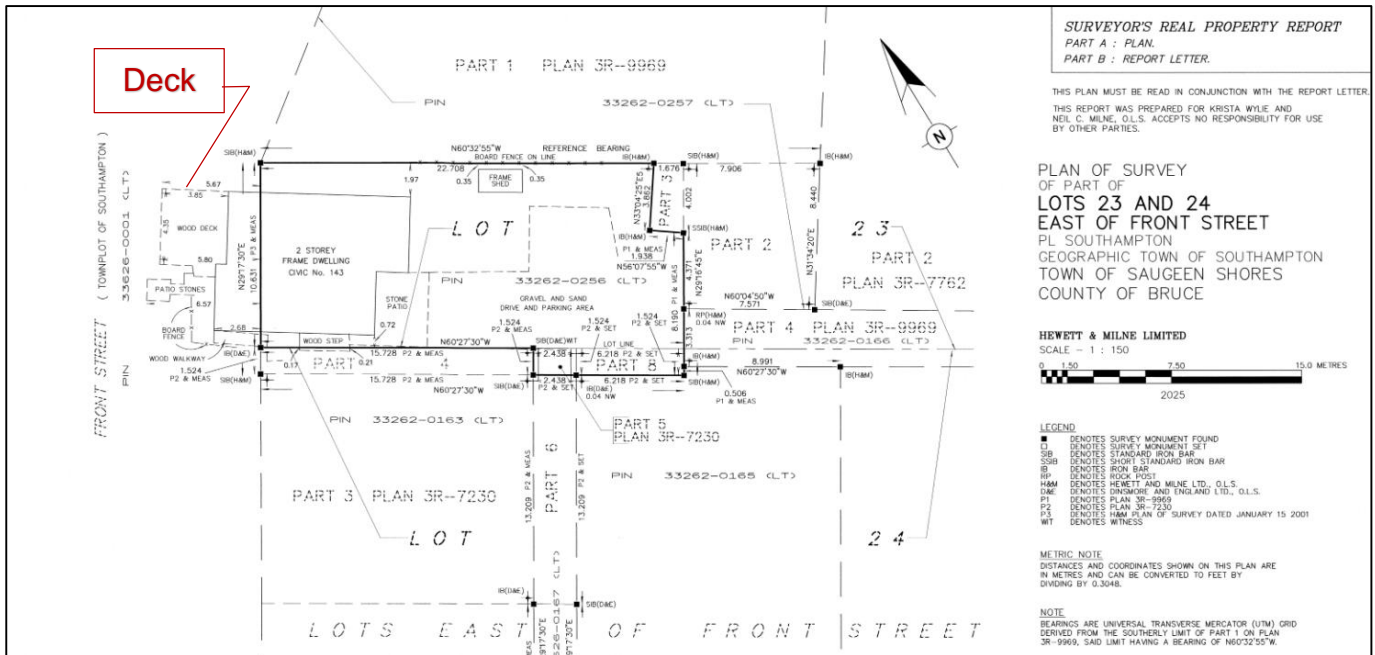
In order to confirm the ability to replace the deck before applying for the building permit, the owner has applied for an encroachment agreement (application is attached). There are also non-fixed items (patio stones, fence and wooden walkway) adjacent to the deck on Town land.

Location Map:





Excerpt of Survey for Draft Reference Plan:



Site Photo:



Policy Analysis

The Encroachment on Town Lands Policy sets out a number of points to be considered in an evaluating an encroachment request. The items most relevant to this request are discussed below in the form of questions:

1. Does the encroachment create an unsafe or hazardous condition or pose a danger to the health, safety and well being of any person?

No. The deck replacement is not anticipated to create an unsafe condition.

2. Does the encroachment diminish or restrict the public's right of usage, such as but not limited to, impeding vehicular, pedestrian, bicycle and/or other passage or access by the public along, on or over a travelled portion of a highway?

No. The deck would not impede the public use of the sidewalk or beach. While it is not desirable that the existing house and deck encroach onto Town land, the deck replacement would not make the situation worse and the change in the location of the stairs is an improvement.

3. Is the applicant able to reasonably demonstrate a need for the encroachment?

Yes. The existing deck is in the only reasonable location relative to the house layout; it is deteriorating and should be replaced for safety. Denial of this application would not remove the encroachment that already exists.

4. Does the encroachment involve fencing that delineates municipal property?

No.

5. Does the encroachment adversely affect municipal operations, work plans, efforts or initiatives of the Town to maintain municipally owned lands or undertake capital works projects?

No. Public works and community services staff have no concerns. The proposed deck would not create operational conflicts.

6. Does the encroachment interfere with any public utility or other similar installation located on municipally-owned lands including underground infrastructure?

No.

7. Does the encroachment create a risk to the Town that cannot be mitigated through an agreement?

No. Potential liabilities could be addressed in an agreement and insurance is required.

Conclusion

This encroachment agreement arises from the applicant's intention to replace the existing deck for a house that is partially located on Town land. It is appreciated that the applicant has approached the Town and entered into a public and legal process prior to building. Therefore, an agreement could be supported with appropriate conditions addressing the points noted below:

- The Licensee shall be responsible for ensuring all individuals and contractors are insured, qualified, and are working in compliance with all legislated requirements, prior to, and while undertaking work on the municipal land.
- The Licensee is to maintain the Encroachment, at its sole cost and expense, and in a state of good order, condition, and repair, to the satisfaction of the Town, acting reasonably, and will comply with all the requirements of the Town.
- The patio stones, fence and wooden walkway adjacent to the deck are included.
- If requested by the Town, the Licensee acknowledges and agrees that it will relocate or remove completely the Encroachment to allow for any capital infrastructure projects on the municipal property.
- Maintenance is at sole cost of the licensee and maintenance requirements are set out.
- Indemnification of the Town from liability.
- Insurance is required.

- Termination provisions are set out, including for early termination on behalf of the Town if the Town requires the land for a municipal purpose.
- The term is 15 years with potential renewal for an addition 5 years.
- Transfer (assignment) to a future owner is possible subject to prior written consent of the Town and a further written agreement with the new licensee.
- Other provisions that are normal for this type of agreement.

Annual Fee

The annual fee of \$540.70 is based on 51.3 m² encroachment area of the deck and adjacent features on town property at a rate of \$10.54 per m² as set out in the 2026 Fees and Charges By-law. The fee will increase annually in line with the annual Fees and Charges increase.

Linkages

- Strategic Plan Alignment: Pillar 1: Meeting the Needs of a Growing Community
- Business Plan Alignment: Development Services Business as Usual

Financial Impacts/Source of Funding

2026 Annual License Fee is \$540.70

Prepared By: Jessica Rodgers, Asset Management Supervisor

Reviewed By: Mark Paoli, Director, Development Services

Approved By: Kara Van Myall, Chief Administrative Officer