

# **PURCHASE OF SHORELINE ROAD ALLOWANCE**

**130 Pargeter Road  
Astorville, ON**

# Initiation Process

- **August 2021** – S. Laperrière and J. Kennedy approach both neighbours as part of their application for purchase of shoreline road allowance
  - Neighbours to the east on Pargeter Drive sign lot line extension authorization
  - Neighbours to the west said to leave the paperwork with us and we will discuss
- **August 2021** – Neighbours to the west, the Guppys, ask that we meet with them at the shoreline to discuss a potential line, and they request diagrams/sketches.
- **September 6, 2021** – We provide Guppys with requested diagrams/sketches.
- **September 17, 2021** – At the request of the Guppys, we meet to discuss and answer their questions at the shoreline of our properties, and we agree to a line. They tell us they will sign the application.
- **October 17, 2021** - They tell us that they want to go to the municipality to get clarification.

# Meeting with G. Kirton

- **October 28, 2021** - After the Guppy's meeting with Mr. Kirton, we agree to meet all together at the shoreline.
- **November 4, 2021** – We meet with Greg at the shoreline to discuss the process and determine a lot line. A verbal agreement is agreed upon.
- **November 22, 2021, January 30, 2022, August 12, 2022** - follow up with the Guppys by email and with numerous phone messages but received no response.
- **October 17, 2022** - S. Laperrière and J. Kennedy decide to submit their application.

# Planning Advisory Committee Meeting

- **March 15, 2023 Meeting**

- No responses were received from any interested parties until the very last minute on March 15, 2023, from the Guppys.
- During this meeting, the Guppys stated that they believed that they owned the dock and they owned all the property to the dock. They also stated that if Laperrière/Kennedy were to be able to buy the shoreline property, this would devalue their property and they would not have shore access. We were not given the opportunity to respond to their allegations and inaccuracies during this meeting.
- The Committee chose to defer our application so that Mr. Kirton could contact the NBMCA.

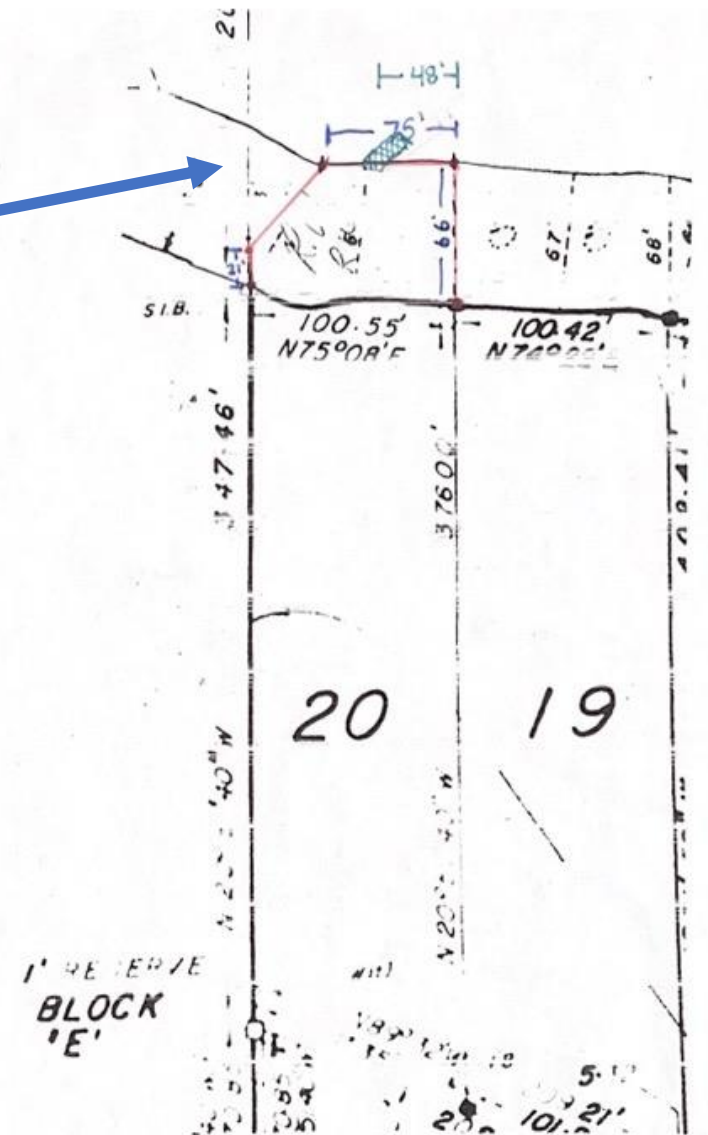
# 73 South Shore Facts

- This property has shore access, but the Guppys have chosen not to maintain it.
- Since our move to 130 Pargeter Drive in May 2015, the Guppys have never shown any interest or advised us of any problems when we used the dock and/or cleaned the shoreline.
- Since May 2015, they have not used the dock nor have they been maintaining their property down to the shoreline (contrary to what they reported to the Committee.)
- They have **only** shown interest in the property since the initiation of our application and after the March 15, 2023, meeting with the Planning Advisory Committee.
- As mentioned earlier, they have agreed verbally to lot lines **three** times.



Maintained shore/lake access from 73  
South Shore

Sketch of verbal  
agreement  
provided to Guppys



# Planning Advisory Committee

## Follow- Up

- **April 19, 2023** - NBMCA responds to Mr. Kirton and states that the Guppys could dredge out the weeds/marsh and that they would allow for a longer dock to accommodate the shallow water.
- **April 21, 2023** - We send an email to the Guppys, with a copy to Mr. Kirton, providing a sketch of the agreed-upon lines that we had all verbally agreed upon during our meeting at the shoreline on November 21, 2021.
  - The Guppys do not respond to our follow up emails or Mr. Kirton's but submit their own application for the purchase of the shoreline road allowance.
- **June 21, 2023** - Their application is heard by the Planning Advisory Committee. Decision from the Committee was to create a survey agreement unless we could come up with a solution together.
  - Mr. Kennedy spoke to the Guppys and tried to discuss a solution once again and they asked for the bylaws. They agreed to try and find a solution and they would contact us soon. They never got back to us.
- **July 20, 2023** – Mr. Kennedy sent an email to Mr. Kirton regarding our concerns that if we don't end up with enough shoreline frontage to adhere to the bylaws regarding setbacks to build a dock and/or boathouse we would not move forward with the survey agreement. Mr. Kirton responded that he considered our property to meet the shoreline frontage requirements to be able to construct a boathouse/dock after the purchase.
- **July 18, 2023** - A Draft Survey Agreement is drafted by the Municipality and they acquired quotes.
- **October 5, 2023** – Received quotes from surveyors from out of town
- **November 14, 2023** – Received quotes from local surveyors

# Survey Agreement

- After the agreement was drafted, we voiced our concerns about the last line of the agreement which stated:

*“Applicant 1 and Applicant 2 agree to accept the results of the survey work based on the provided direction and acknowledge that the results will be final, may not be challenged and will be used to proceed with both land sale applications.”*

- In response to our concerns, we were verbally assured by Mr. Kirton that we would be given enough shoreline space to build a dock and a boathouse with setbacks, and if required, a variance could be provided.

# Survey Results

- **Option 1:** Proposed perpendicular line to water's edge – 7.30 m (24 feet)
- **Option 2:** Proposed equal frontage – 33.16 m (108 feet)
- **Option 3:** Proposed and agreed-upon verbal and sketched diagram provided to the Guppys with reasonable and fair access for both property owners.

# By-Law Application 2015-35

Provision 3 (1) : ....where this creates hardship for an owner, the lots lines may be determined by agreement of the adjoining owners and the Municipality. In all cases, all adjoining lot owners shall be ensured shore access.

## In Conclusion:

- We **have not** been ensured shore access with the proposed 24 feet
- We **can not** even install a dock or dock our boat anywhere with the proposed 24 feet
- The Guppys **had** shore access and have **not** maintained it
- The Guppys have had the opportunity to create shore access but **have not**
- We have used, cleaned and maintained the existing shoreline and dock for over nine years without any comments or concerns from the Guppys.
- We request to be given the same courtesy as the Guppys have received throughout this entire 2.5-year process.
- We believe the creation and intention of the bylaw is to be fair, reasonable and to protect owners from this exact outcome. In this case it has created the exact opposite of its intention by benefiting one neighbor and not the other and has created hardship for us and taken away reasonable shore access.

**We thank you for your time and  
consideration.**

**Are there any questions?**