

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2005-20

Being a By-Law to authorize a Site Plan Agreement between the Corporation of the Municipality of Powassan and Wilfred Giesler for the property known as Part 4 of Lot 28 Plan 322, 299 Elm Street.

WHEREAS the Municipality of Powassan passed By-law Number 2002-31 pursuant to Section 41 of the Planning Act, RSO 1990, c.P. 13 and has designated all of the land within the boundaries of the Municipality of Powassan as a Site Plan Control Area; and

WHEREAS the Owner desires to develop the land being 299 Elm Street, Municipality of Powassan District of Parry Sound.

NOW THEREFORE be it resolved that the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. That the Site Plan Agreement outlined in Appendix "A" and forming part of this By-law be adopted.
2. That the Mayor and the Clerk be and are hereby authorized to execute the attached agreement between the Corporation of the Municipality of Powassan and Mr. Wilfred Giesler.
3. That this agreement become in force upon its execution.

READ A FIRST time, and considered read a SECOND and THIRD time and adopted this 16th day of August 2005.

Mayor

Clerk



Municipality of Powassan Site Plan Agreement

This Agreement made this day of , 2005

BETWEEN:

Wilfred Giesler
Hereinafter referred to the “Owner”

- and –

The Corporation of the Municipality of Powassan
Hereinafter referred to as the “Municipality”

WHEREAS the Owner represents that it is the Owner of the lands described in Schedule “A” to this Agreement; and

WHEREAS the Municipality of Powassan passed By-law Number 2002-31 pursuant to Section 41 of the Planning Act, RSO 1990, c.P. 13 and has designated all of the land within the boundaries of the Municipality of Powassan as a Site Plan Control Area; and

WHEREAS the Owner desires to develop the land being Part 4 of Lot 28 Plan 322, Municipality of Powassan District of Parry Sound; and

WHEREAS the Owner has agreed to enter into this Agreement, pursuant to he provision of Section 41 of the Planning Act, RSO 1990, c.P. 13 as amended.

NOW THEREFORE the Agreement has witnesseth that in consideration of the mutual convents and hereinafter contained covering the lands, the parties agree as follows:

1. The Owner agrees to fulfill each of the following general conditions:
 - 1.1. To develop and maintain the site in conformity with the site plan, attached hereto as Schedule “B” and hereinafter referred to as the “Site Plan”. The Site Plan shall include the proposed location, height, dimensions and uses of all buildings and structures and the use of the remaining land on site. Minor changes to the Site Plan and to the provisions of this Agreement may be permitted by written approval of the Municipal chief Building Official without amendment to this Agreement.
 - 1.2. That, if a building permit for the proposed development has not been issued by the Chief Building Official within (1) one year of the approval of the Site Plan, revisions, additional conditions or changes to the approved Site Plan may be required by the Municipality as a result of new Municipal policies and standards or changes to zoning by-law standards or standard Municipal conditions.
 - 1.3. That the proposed development according to the Site Plan may occur in stages as agreed upon between the Municipality and the Owner.

2. The Owner agrees to fulfill each of the following specific conditions:
 - 2.1 To develop and maintain the site in conformity with a detailed site plan, as described below:
 - 2.1.1 Entrance

The entrance to the storage units shall have a forty (40) foot long minimum culvert to allow for a surface entry of 30 feet in length.
 - 2.1.2 Lighting

There shall be lighting installed for security purposes that conforms to The Municipality of Powassan's Official Plan Dark Sky Policy (4.7). Lighting shall illuminate in a downward direction to minimize light trespass.
 - 2.1.3 Outside Storage
 - 2.1.3.1 Any outside storage shall be located in a chain link fenced area with a minimum height of six (6) feet.
 - 2.1.3.2 No article of storage shall be permitted to be stored outside for 12 consecutive months.
 - 2.1.4 Hours of Operation

Hours of operation shall only occur from 6:00 am until 11:00 pm Monday to Sunday.
 - 2.1.5 Property Standards

The site must be graded and remain in good repair and meet the requirements of the Property Standards By-law 2001-34.
3. Within one (1) year of occupancy of the proposed development, or any stage of development, the Owner agrees to fulfill each of the conditions set out in Section 2 of this Agreement regarding detailed site plan as confirmed by the Chief Building Official.
4. For the life of the proposed development, the Owner agrees to maintain at the sole risk and expense of the Owner, the works and facilities provided on the land as a condition of this Agreement.
5. The Owner agrees to pay to the Municipality the costs of reasonable administrative expenses of the Municipality in connection with the preparation or execution of this agreement and the development of these lands which, without limiting the generality of the foregoing, shall include the expenses incurred for the legal, planning, and inspection services.
6. Upon execution of this agreement, the Municipality may, at the Owner's expense, register it on title to the lands.
7. This agreement when registered on title is binding upon and shall ensure to the benefit of the Owner and the Municipality, their respective heirs, executors, administrators, successors and assigns.
8. The Owner shall not assign this Agreement without the written consent of the Municipality.
9. If any item of this Agreement shall be found to be ultra vires the Municipality or

otherwise unlawful, such item shall be deemed to be severable and the remainder of this Agreement mutates mutandis, shall be and remain in full force and effect.

IN WITNESS WHEREOF the Parties duly authorized have executed this Agreement.

Wilfred Giesler, Owner

Date

The Corporation of the Municipality of Powassan

Bob Young, Mayor

Roger Labelle
CAO-Clerk

Date