



Summer Village of South View

Council Policy

Number	Title		
C-PLA-DISC-1	Discretionary Use Agreements		
Approval	Approved		Last Revised
(CAO initials)	Resolution No:	124-19	Resolution No:
	Date:	July 17-2019	Date:

Purpose

Council understands that there are long standing properties that have been placed on municipal property. However, for reasons of liability and environmental controls, the permission for these properties to remain on the municipal reserve can only be extended to properties that were in place prior to January 1, 2004.

Policy Statement

The Discretionary Use Agreement is an agreement related to personal buildings that were placed on Summer Village of South View property prior to **January 1, 2004**.

Standards

1. The Discretionary Use Agreement must be renewed annually. The forms will be sent from the municipal office in January of each year. A copy can be found on the final page of this policy.
2. The property owner entering into the agreement with the municipality must provide proof of insurance for the said building(s).
3. **This is a Non-Transferable agreement, meaning that the purchaser cannot “purchase” the agreement. When a property is sold and the Vendor no longer owns property in the municipality, the improvement on the municipal property must be removed and the land returned to the original state. If it is not removed, the municipality will do so and any costs involved will be the responsibility of the owner.**
4. The Discretionary Use Agreement is to be attached to a property with a residential development, if at all possible. If the person entering into the Discretionary Use Agreement has a second property in the municipality and sells the property to which the agreement is attached, Council may, at their sole discretion, allow transfer of the Agreement to the second property. A written request must be presented to Council for approval.



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Legal References:

Revisions:

Resolution Number	MM/DD/YY



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DISCRETIONARY USE AGREEMENT

BETWEEN

SUMMER VILLAGE OF SOUTH VIEW

AND

Name of Registered Land Owner/s

Mailing Address

Address of Property in S.V. of South View

City/Province/Postal Code

Legal Land Description of Property in S. V. South View

TERMS OF AGREEMENT

This agreement applies STRICTLY AND ONLY to existing PERSONAL buildings, which have been placed on Summer Village of South View property prior to January 1, 2004.

The owner/s of the named personal building/s, on Village Property, shall be accountable in writing, with proof of insurance for said building/s, to the Summer Village of South View.

This agreement is valid for a one-year period and must be renewed, with the same criteria as above, by the building owner/s. (caveat on title??)

All damages and liabilities resulting to or as a result of said buildings are the responsibility of the stated registered land owner.

The named personal building/s must be maintained by the owner in such a manner that they are not unsightly, untidy, or hazardous to the public, the land or the environment. However, no structural changes may be made to the building/s unless prior approval is granted by Council.

The named building/s in this agreement are not to be used for storage of any combustible or hazardous products, including, but not limited to, gasoline, oil, fertilizer, etc. **No items are to be stored outside of or leaning up against the said building(s) at any time.**

This agreement is NOT TRANSFERABLE in any way. If the person/s named in this agreement plan to sell, lease or rent their property and will no longer be using the said building/s personally, the said building/s must be completely removed before the sale, lease or rent of their property and the land returned to its original state. This agreement CAN NOT be transferred to a new owner or occupant.



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If said building is not removed and/or the land returned to its original state, the Summer Village will do so, and the cost will be made the responsibility of the named owner/s on this agreement.

If the terms of this agreement are not adhered to, the Summer Village of South View will remove said building/s at the owner's expense.

Description and Location of named building/s (a current picture of the building must accompany this form).

Insurance Company _____ Policy # _____ Expiry Date _____

Dated this _____ day of _____, _____

Signature of Owner/s

Mayor, Summer Village of South View

CAO, Summer Village of South View
