

SITE ALTERATION AGREEMENT

THIS AGREEMENT made, in triplicate, this ____ day of _____, 2025.

BETWEEN:
THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter may be referred to as the "Township")

OF THE FIRST PART

And

David Castellan & Megan Griffiths
(hereinafter may be referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered Owner of the property legally described as Concession 4, Part Lot 16 Caistor, Lot 4 of Plan 30R11882, municipally addressed as 1664 Abingdon Road in West Lincoln, Ontario and described in Appendix "A" attached hereto (hereinafter referred to as the "Property") in this Agreement;

AND WHEREAS Sections 142 through 144 of the Municipal Act, 2001, (hereinafter referred to as the "Act") authorizes Council of municipalities to pass a by-laws prohibiting or regulating the placing or Dumping of Fill, the removal of Topsoil, the alteration of the grade of land and requiring a Permit and requiring restoration and rehabilitation of the Site in the event of contravention of the by-law;

AND WHEREAS Section 9 provided that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS Section 391 of the Municipal Act, 2001, authorizes a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it or for the use of its property including property under its control and add fees and charges imposed by the municipality to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes;

AND WHEREAS the Owner has altered the grade of the Property in contravention with the Site Alteration By-law, but has applied and obtained approval for specific site alteration works on the property;

AND WHEREAS the Owner is required pursuant to Council support, as outlined in Report BLDG-05-2025 to enter into a Site Alteration Agreement in accordance with the Site Alteration By-law within 10 days of obtaining approval from Council;

AND WHEREAS all capitalized terms herein have the same meaning as in the Site Alteration By-law (being By-law No. 2016-41, as amended, and referred to as the Site Alteration By-law) unless otherwise defined herein;

NOW, THEREFORE that in consideration of the application for the Permit and after review of the application and of the covenants hereinafter set forth the parties hereto mutually covenant and agree as follows:

1. SITE ALTERATION OF PROPERTY

1.1 The Owner agrees that, by **June 30th, 2025** all placing or dumping, of fill onto the Property shall be completed in accordance with the Site Alteration By-law, the proposed engineered grading plan for the approved Site Plan and the Site Alteration Permit, unless an extension is approved by the Director of Growth and Sustainability in writing. No soil importation shall be permitted in the months of July and August.

1.2 It is the responsibility of the Owner:

1.2.1 To obtain the approval of the Director of Growth and Sustainability to obtain a Permit in accordance with the Site Alteration By-law and comply with all the terms and conditions of the Site Alteration By-law and the Permit including providing an updated grading and sediment and erosion control plan; and

1.2.2 To request that the Township carry out a final inspection of the site works and to obtain the approval of the Director that this By-law and the terms and conditions of the Permit have been complied with; and

1.2.3 To obtain any required entrance permits, and to correct any deficiencies with existing entrances or Township ditches and roads prior to release of the performance security; and

1.2.4 That no additional material, other than building materials for construction of the dwelling, be permitted on site; and

1.2.5 That the Owner provides upon execution of this agreement, a \$5,000 performance security to ensure that the site is graded and constructed to the satisfaction of the Township.

1.3 The Owner agrees that the works described in clause 1.1 and 1.2 above will be completed on or before **June 30th, 2025**, unless an extension is provided as per Section 1.1 of this agreement.

1.4 The Owner acknowledges and agrees that the Township has no control over and is not responsible or liable for any adverse effects or damage resulting from clauses 1.4.1 to 1.4.9 on the Owner's property or neighboring property or any other property as a result of the Permit:

1.4.1 Soil erosion;

1.4.2 Blockage of a watercourse;

1.4.3 Siltation in a watercourse;

- 1.4.4 Pollution of a watercourse;
 - 1.4.5 Flooding or ponding on adjacent lands;
 - 1.4.6 Flooding or ponding caused by a watercourse overflowing its banks;
 - 1.4.7 A detrimental effect on any trees;
 - 1.4.8 Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats;
 - 1.4.9 Injury or destruction of municipal trees;
 - 1.4.10 Negative impacts to wells on adjacent lands
- 1.5 The Owner acknowledges, accepts and agrees that, the Owner is responsible for any and all damage(s) to the road(s) resulting from the ingress and egress of vehicles involved in the placing or dumping of fill respecting the Site Alteration.
- 1.6 The Owner agrees to regular street sweeping and flushing as directed by Public Works and/or By-law staff.
- 1.7 The Owner agrees to install a mud mat at the entrance of the site and apply dust suppressant to minimize dust migration onto adjacent residential lands as required by By-law staff.
- 1.8 The Owner agrees to import the soil to the site will be confined to the hours of 8:00 am to 4:30 pm. All other works on site will be conducted within the noise bylaw of 7:00 am to 7:00 pm.
- 1.9 The Owner agrees to import no more than a maximum of 50 loads of soil per day, with no trucks queued up in front of residential properties on Abingdon Road or and Regional Road 65, and with no more than 5 trucks queued at any one time.
- 1.10 The Owner agrees to provide traffic control persons on site during the transporting of soil materials.
- 1.11 The Owner shall provide full time on-site inspection by a qualified person, at the owners expense when soil importation is occurring. Daily reports shall be provided to the Chief Building Official regarding the quantity and quality of material being imported.
- 1.12 The Owner agrees to notify all adjacent land owners to the subject property when soil importation is to occur through written mail or hand delivered notice.

2.0 SITE ALTERATION PERMIT

2.1 The Owner acknowledges and agrees that no Permit will be issued by the Township:

2.1.1 Until the Owner has paid all required fees and deposited the Security; or

2.1.2 If the Owner is in default under the Site Alteration By-law or any other applicable law.

3.0 GRADING

3.1 The owner agrees to grade the subject lands so as to not adversely impact any adjacent lands in accordance with the approved grading and sediment and erosion control plan, as identified as "Appendix B" to this agreement.

3.3 The owner agrees to install Silt Fencing as identified on the Approved Plan in accordance with OPSD 219.131 surrounding the area of soil importation and the driveway access.

4.0 SITE ACCESS

4.1 The owner agrees to obtain any required Entrance Permits from the Township, and correct any entrance, culvert or ditch works impacted by the site alteration.

5.0 SECURITY FOR PERFORMANCE

5.1 The Owner is to deposit with the Township at the time of execution of this Agreement a Security in the amount of **\$10,000.00** by way of cash or Letter of Credit (the deposit will be returned once the importing of soil material is completed) for:

5.1.1 All damages to Roads or ditches caused or resulting from the ingress or egress to the Site to which the Owner has been issued a Permit pursuant to the Site Alteration By-law; and

5.1.2 Performance of any other provision required by the Site Alteration By-law, the Permit or this Agreement

(collectively referred to as the "Obligations").

5.2 In the event that the amount of Obligations result in repairs or costs beyond the Security posted in 5.1, the Owner agrees and accepts that the Township will impose a fee for and equal to, the repair or costs and will:

5.2.1 Hold the Owner responsible and liable for all the costs to repair the Road(s) or ditches, and

5.2.2 Assign the repairs for the road(s) or ditch damage to a contractor in accordance with the Township's Procurement Policy, and

5.2.3 The cost of the road(s) or ditch damage repairs will become a fee imposed by the Township and such fee, will be added to the tax roll of property and collect such fee in the same manner as municipal taxes.

5.3 In the event of default the Owner agrees and consents to permit forces hired by the Township to enter upon the Property and undertake the works to be done under this Agreement, unencumbered and without restriction in any manner.

6.0 COVENANTS TO RUN WITH THE LANDS

6.1 All covenants and conditions set forth in this Agreement are and shall be deemed to be covenants running with the Property and it is hereby agreed between the parties of the First and Second Parts:

6.1.1 That every covenant and condition herein to the benefit of and is binding upon the parties of the First and Second Parts hereto and their heirs, executors, administrators, successors and assigns; and

6.1.2 That when the context so requires or permits the singular number is to be read as if the plural were expressed and the masculine gender as if the feminine or neutral, as the case may be, were expressed.

7.0 RELEASE OF PERFORMANCE SECURITY OR LETTER OF CREDIT

7.1 When the obligations set out in this Agreement have been fulfilled, including receipt, satisfactory to the Director that the provisions of this Agreement have been fully complied with (including, but not limited to an as-constructed drawing, statutory declaration and engineers certificate) and all works have been completed to the Satisfaction of the Township, the Owner's Security or the balance of the Owner's Security shall be released.

8.0 MUNICIPAL FREEDOM OF INFORMATION

8.1 The Owner acknowledges that this Agreement and any information or documents provided by it to the Township may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or any information.

9.0 PENALTIES

9.1 The Owner agrees that failure to comply with the Township Site Alteration Bylaw and/or this agreement will result in penalties as described in the Township's Site Alteration Bylaw and Administrative Penalties Bylaw.

IN WITNESS WHEREOF the parties hereto have duly set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

The Corporation of the Township of West Lincoln:
Per:

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

OWNERS:

WITNESS

David Castellan, Owner

WITNESS

Megan Griffiths, Owner

DRAFT

“APPENDIX A”

PROPERTY SUBJECT TO PERMIT

TO: David Castellan & Megan Griffiths

SUBJECT PROPERTY: Roll Number: 2602010003015300000

Address: 1664 Abingdon Road

Legal Description: CONCESSION 4, Part Lot 16, Caistor Part 4 of Plan 30R11882 TOWNSHIP OF WEST LINCOLN

DRAFT

“APPENDIX B”

INSERT APPROVED GRADING PLAN

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