

The Corporation of the Township of Centre Wellington

By-law 2019-25

A By-law to Prohibit or Regulate the Removal of Topsoil, the Placing or Dumping of Fill and the Alteration of the Grade of Land

Whereas Section 11(2) of the Municipal Act 2001, S.O. 2001, c.25, as amended hereinafter referred to as “the Act”, authorizes a municipality to pass a By-law respecting the economic, social and environmental well-being of the municipality and the health, safety and well-being of persons; and

Whereas Section 128 of the Act, authorizes a municipality to prohibit and regulate with respect to public nuisances, including matters that in the opinion of Council, are or could become or cause public nuisances; and

Whereas Section 129 of the Act, authorizes a municipality to prohibit and regulate with respect to noise, vibration and dust; and

Whereas Section 142 of the Act, authorizes a municipality to pass By-laws to prohibit, regulate or require a permit for, and impose conditions upon, the placing or dumping of fill, removal of topsoil or alteration of the grade of land; and

Whereas Council for the Corporation of Township of Centre Wellington deems it in the public interest to enact a By-law prohibiting or regulating the placing or dumping of fill, the removal of topsoil, and the alteration of the grade of the land in order to ensure that:

- (a) existing drainage patterns are maintained;
- (b) changes to drainage or grade are appropriate to protect natural heritage features and archaeological resources;
- (c) interference and damage to watercourses or water bodies is limited;
- (d) water quality is maintained;
- (e) the use of contaminated fill is prevented;
- (f) unanticipated drainage and site alteration changes are prevented;
- (g) haul routes for the transportation of fill and topsoil authorized for placement, dumping or removal will be designated to and/or from a site by the Director to minimize damage to Township and County roads and minimize interference and/or disturbance to the Township’s residents and businesses;
- (h) hours of operation are established, to ensure safety on highways;
- (i) the Township’s other regulatory By-laws are complied with;
- (j) the benefits of any proposed site alteration outweigh its potential impacts on other properties and persons;
- (k) the proponent of the site alteration project pays for its costs associated with the processing and enforcement of this By-law; and

Whereas section 23.1, 23.2 and 23.3 of the Act authorizes a municipality to delegate its powers and duties under the Act to a person; and

Whereas sections 9, 11 and 391 of the Act, authorizes a municipality to impose fees and charges for, inter alia, services and activities provided or done by or on behalf of the municipality; and

Whereas section 436 of the Act, authorizes a municipality to pass a By-law providing that the municipality may enter on land to conduct inspections; and

Whereas sections 444 and 445 of the Act authorizes a municipality to make orders to discontinue, or to correct, the contravention of a By-law; and

Whereas section 446 of the Act authorizes a municipality to do a matter or thing in default of it being done by the person directed or required to do it; and

Whereas the Township’s Official Plan has identified areas containing important natural features, and it is in the interest of the Township to protect its cultural heritage resources, natural heritage

and ground and surface water resources and areas from unnecessary degradation or alteration until such time as a final determination has been made on the need for long-term protection; and

Whereas Council for the Township deems it advisable to exercise this authority, as well as provide for the rehabilitation of land, and protection of water bodies and environmental protection areas, and to define where the removal of topsoil, or the placing and dumping of fill or alteration of grade of land is permissible;

Now Therefore the Council of the Corporation of the Township of Centre Wellington hereby enacts as follows:

Section 1 - Definitions

1.1 In this By-law:

“Adverse Effect” means one or more of:

- (a) impairment of the quality of the natural environment for any use that can be made of it;
- (b) injury or damage to land or plant or animal life;
- (c) harm or material discomfort to any person;
- (d) an adverse effect on the health of any person;
- (e) impairment of the safety of any person;
- (f) rendering any land or plant or animal life unfit for human use;
- (g) loss of enjoyment of normal use of land;
- (h) interference with the normal conduct of business;

“Aggregate Resources Act” means the Aggregate Resources Act, R.S.O. 1990, c. A. 8, as amended;

“Agricultural lands” includes all lands designated as an agricultural zone under the provisions of the Township’s zoning By-law and any lands where the predominant use is for agricultural purposes that are used by a farming business registered under the Farm Registration and Farm Organizations Funding Act, 1993, S.O. 1993, c. 21 as amended, for growing of crops, including nursery and horticultural crops, raising livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry and maple syrup production;

“BMP” means Management of Excess Soil – A Guide for Best Management Practices, published by the Ministry of Environment and Climate Change on April 5, 2016 and updated June 6, 2017, and as may be amended from time to time;

“Contaminant” means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that causes or may cause an adverse effect;

“County” means the Corporation of the County of Wellington or its land within the geographic limit of the Township as the context requires.

“Director” means the Chief Building Official for the Township and includes any person authorized by the Chief Building Official to carry out any of the powers and/or duties of the Chief Building Official pursuant to this By-law;

“Environmentally Sensitive Areas” means any area deemed to have ecological significance how-so-ever described in the County’s and the Township’s Official Plans or the Township’s Zoning By-laws including, but not limited to, terms such as Environmental Protection Zone, Environmental Protection Overlay, and Environmentally Significant Areas;

“Fill” means any type of material deposited or placed on or removed from a site and includes but is not limited to earth, soil, topsoil, stone, brick, concrete, asphalt, sod or turf, either singly or in combination;

“Grade” means the elevation of the ground surface and shall be more particularly defined as follows:

- (a) “Existing Grade” means the elevation of the existing ground surface of the land upon which the placing, dumping, cutting or removal of fill or altering of the grade is proposed and of abutting ground surface up to 3 metres wide surrounding such lands, except where such activity has occurred in contravention of this By-law, then the existing grade shall mean the ground surface of such lands as they existed prior to placing, dumping, cutting or removal of fill or altering of the grade requiring a permit under this By-law;
- (b) “**Proposed Grade**” means the proposed finished elevation of ground surface of land upon which fill is proposed to be placed or the site is proposed to be altered;
- (c) “**Finished Grade**” means the approved final elevation of ground surface of the land upon which fill has been placed, dumped, cut or removed or the grade altered in accordance with this By-law and a permit;

“**Haul Route**” means identified highway route for transporting fill to or from the site;

“**Highway**” includes a common and public highway, street, avenue, parkway, driveway, square, place, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“**Land**” means a lot or any part thereof and includes a site;

“**Lot**” means a parcel of land which is capable of being legally conveyed;

“**Large Scale Site Alteration**” includes the placing or dumping or removal of fill or the alteration of the existing grade involving more than 1000 cubic metres of fill or where the existing grade of the land will increase or decrease by more than 1 metre;

“**Officer**” means a police officer, municipal law enforcement officer, building inspector or any other person appointed by By-law to enforce the provisions of this By-law;

“**Owner**” includes the registered owner of the land or any person in charge, management or control of such land and includes as the context requires an applicant, an operator, a permit holder and a contractor;

“**Person**” includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

“**Permit**” means a permit issued pursuant to this By-law;

“**Prohibited area**” means:

- (a) significant portions of the habitat of endangered or threatened species;
- (b) the floodway of a river or stream.

“**Putrescible Organic Material**” means material that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odours and to be capable of attracting or providing food for birds or other animals but does not include topsoil;

“**Qualified Person**” means a licensed professional as stated in section 168.1 of the Environmental Protection Act, as amended and further described in Part II of Ontario Regulation 153/04, as amended, and includes other specialists such as agrologists, archaeologists, arborists, geotechnical engineer, hydrologist, and an Ontario Land Surveyor, where applicable and as determined by the Director;

“**Site**” means an area of land to which a site alteration or large scale site alteration occurs;

“**Site Alteration**” includes the placing or dumping or removal of fill or the alteration of the existing grade involving a 1000 cubic metres or less of fill or where the existing grade of the land will increase or decrease by 1 metre or less;

“**Soil**” means the natural materials commonly known as earth, topsoil, loam, subsoil, clay, sand or gravel;

“**Source Site**” means land where soil is excavated from;

“**Topsoil**” means those horizons in a Soil profile, commonly known as the “O” and “A” horizons, containing organic material and includes deposits of partially decomposed organic matter such as peat;

“**Township**” means the Corporation of the Township of Centre Wellington or the land within the geographic limits of the Corporation of the Township of Centre Wellington as the context requires;

Section 2 – General and Exemptions

2.1 This By-law applies to the entire Township.

2.2 This By-law does not apply to:

- (a) activities or matters undertaken by the Township or the County or a local board of the Township or the County;
- (b) the placing or dumping of fill, removal of topsoil or alteration of the existing grade of land:
 - i) imposed after December 31, 2002 as a condition to the approval of a Site Plan, a Plan of Subdivision or a Consent under section 41, 51 or 53, respectively, of the Planning Act or as a requirement of a Site Plan Agreement or Subdivision Agreement entered into under those sections;
 - ii) imposed after December 31, 2002 as a condition to a Development Permit authorized by regulation made under section 70.2 of the Planning Act or as a requirement of an agreement entered into under that regulation;
 - iii) undertaken by a Transmitter or Distributor, as those terms are defined in section 2 of the Electricity Act, 1998, S.O. 1998, c. 15 for the purpose of constructing and maintaining a Transmission System or a Distribution System, as those terms are defined in that section;
 - iv) undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
 - v) undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - a) that has not been designated under the Aggregate Resources Act or a predecessor of that Act, and
 - b) on which a pit or quarry is a permitted land use under a By-law passed under section 34 of the Planning Act;
 - vi) undertaken as an incidental part of drain construction under the Drainage Act or the Tile Drainage Act 2001, c. 25, s. 142 (5); 2002, c. 17, Sched. A, s. 30 (2, 3);
- (c) the removal of topsoil from agricultural lands incidental to a normal agricultural practice including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products but does not include the removal of topsoil for sale, exchange or other disposition;
- (d) the use, operation, establishment, alteration, enlargement or extension of a waste disposal site within the meaning of Part V of the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended;
- (e) construction of a building or structure pursuant to a valid building permit issued under the Building Code Act, 1992, S.O. 1992, c. 23, as amended and the site plan accompanying the building permit application provides sufficient information to determine that the placing or dumping of fill conforms with the provisions of this By-

law, and the amount of fill to be dumped or placed pursuant to the building permit does not exceed two hundred (200) cubic metres, and excavation and backfilling occurs within ten (10) metres of the building or structure and is incidental to the construction of the building or structure;

- (f) the placing or dumping of fill, removal of topsoil or alteration of the existing grade of land for the purpose of lawn dressing, landscaping, driveway re-surfacing or adding to flower beds or vegetable gardens, provided that:
 - i) the existing grade of the land is not increased by more than twenty (20) centimeters;
 - ii) there is no significant change in the direction or rate of drainage to a neighbouring property;
 - iii) it does not take place within 0.6 meters of any lot line;
 - iv) the placing of fill does not exceed ten (10) cubic metres in any three month period; and
 - v) only soil, stone, sod or other material acceptable to the Director is used and provided that such material is clean and free of any glass, plastics, metals, termites, invasive species and/or their eggs or seeds, concrete, asphalt, garbage or any contaminants or putrescible organic material that would degrade the pre-existing conditions of the land.
- (g) the placing or dumping of fill, removal of topsoil or alteration of the existing grade for the installation of an outdoor swimming pool, including decking provided that an outdoor pool enclosure permit is obtained from the Township pursuant to the Township's Fence By-law and any amendments thereto.

Section 3 - General Prohibitions and Regulations

- 3.1 No person shall place or dump, cause or permit to be placed or dumped any fill without a permit.
- 3.2 No person shall remove, cause or permit to be removed any fill without a permit.
- 3.3 No person shall permit or perform, or cause to be permitted or performed a site alteration or a large scale site alteration on any land unless it is done at the request of or with the consent of the registered owner of the land.
- 3.4 No person shall place or dump, cause or permit to be placed or dumped fill other than in accordance with the terms and conditions of a permit, a site alteration agreement, the approved plans or this By-law.
- 3.5 No person shall remove, cause or permit to be removed any fill other than in accordance with the terms and conditions of a permit, a site alteration agreement, the approved plans or this By-law.
- 3.6 No person shall permit or perform, or cause to be permitted or performed a site alteration or a large scale site alteration on lands that are subject to an approved site plan, draft plan of subdivision or a consent under Section 41, 51 or 53 respectively of the Planning Act, as amended, without an executed Site Plan Agreement, Pre-servicing Agreement, Subdivision Agreement, Consent Agreement or Condominium Agreement.
- 3.7 No person shall place or dump, cause or permit to be placed or dumped any fill in a prohibited area.
- 3.8 No person shall place or dump, cause or permit to be placed or dumped any fill:
 - (a) in a significant wildlife, plant habitat, woodlands, environmentally sensitive area, unless it has been demonstrated to the satisfaction of the Director that there will be no negative impacts on them or its ecological functions;
 - (b) in areas of natural and scientific interest, unless it has been demonstrated to the satisfaction of the Director that there will be no negative impacts on the life science feature or its ecological function or nature or earth science values;

- (c) in a stream, valleyland, ponds, lakes and reservoirs unless it has been demonstrated to the satisfaction of the Director that there will be no negative impact on them or its ecological functions;
- (d) that detrimentally affects the quality or quantity of water in a well on an adjacent property.

Section 4 – Application for a permit

4.1 An application form for a permit as prepared by the Director shall include as a minimum the information as outlined in Schedule A to this By-law.

Site Alteration Application

- 4.2 A person making an application for a permit for a site alteration shall submit:
- (a) a complete application in the form provided by the Township;
 - (b) a Plan which meets the requirements as outlined in Schedule B to the satisfaction of the Director;
 - (c) proof of ownership of the land, where required;
 - (d) provide applicable Conservation Authority permit or letter of permission;
 - (e) provide applicable approvals from the County and the Ministry of Transportation and any other applicable government body or agency including but not limited to a letter of permission or permit from:
 - (i) the applicable highway authority;
 - (ii) the County under its Conservation and Sustainable Use of Woodlands By-law;
 - (f) the required permit fee;
 - (g) any other tests, reports, plans or studies as outlined in Section 4.3 and on Schedule D prepared by a Qualified Person, as required and to the satisfaction of the Director; and
 - (h) any other documents as may be required by the Director.

Large Scale Site Alteration Application

- 4.3 A person making an application for a permit for a large scale site alteration shall submit:
- (a) a complete application in the form provided by the Township;
 - (b) a Site Plan prepared by a Qualified Person which meets the requirements as outlined in Schedule C to the satisfaction of the Director;
 - (c) proof of ownership of the land, where required;
 - (d) applicable Conservation Authority permit or letter of permission;
 - (e) applicable approvals from the County and the Ministry of Transportation and any other applicable government body or agency including but not limited to a letter of permission or permit from:
 - (i) the applicable highway authority;
 - (ii) the County under its Conservation and Sustainable Use of Woodlands By-law;
 - (f) a proposed haul route;
 - (g) a Fill Management Plan prepared by a Qualified Person that follows and is in accordance with the BMP to the satisfaction of the Director that specifically addresses the following:

- Management options for excavation soil
 - Soil quality, types and soil permeability tests
 - Laboratory Analysis and Analytical Procedures
 - Procedures to prevent the introduction of Invasive Plant or Animal Species
 - Traffic and Transportation Management Plan
 - Source Sites
 - Dust and noise control measures
 - Site security measures
 - Protocol for incoming fill
 - Record keeping system to create and store written documentation to track each incoming load fill
 - Signage
 - Stormwater Management Plan
 - Erosion control and run-off controls sufficient to prevent impacts to drainage and sediment discharge to nearby watercourses or stormwater systems, and to ensure materials remain where placed
 - Audit sampling protocols
 - Fill placement and segregation protocol
 - Identification of the use of any Temporary Storage Sites
- (h) a Soil Management Plan for the Source Site;
- (i) certification from a Qualified Person that the fill contains no contaminants within the meaning of the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended, or that no adverse effects will result from the large scale site alteration;
- (j) signed authorization(s) of a grantee(s) of any easement(s) on the lot;
- (k) for a post-extraction aggregate operation which is no longer licensed under the Aggregate Resources Act, a copy of all drawings and schedules associated with the licence issued by the Ministry of Natural Resources and Forestry and confirmation of the surrender of the Licence;
- (l) the required permit fee;
- (m) any other tests, reports, plans or studies as outlined on Schedule D prepared by a Qualified Person, as required and to the satisfaction of the Director; and
- (n) any other documents as may be required by the Director.

Section 5 – Site Alteration Agreement

- 5.1 A person making an application for a permit, for a large scale site alteration shall prior to the issuing of a permit:
- (a) enter into a site alteration agreement with the Township in the form and in accordance with Schedule E which shall be registered on title to the land to which the site alteration agreement applies at the cost of the registered owner of the land;
 - (b) provide the following certificates of insurance in a form satisfactory to the Director naming the Township as an additional insured with a coverage limit not less than five (5) million dollars:
 - (i) Commercial General Liability
 - (ii) Environmental Impairment/Pollution Liability
 - (c) provide securities in the amount and in a form of a letter of credit to the satisfaction of the Director;
 - (d) where the lot is abuts another municipality, proof of notification of the large scale site alteration to that municipality.
- 5.2 The Director has authority to add, amend or waive the standard terms and conditions of the site alteration agreement upon taking into consideration the proposed works and the anticipated impacts to the site, neighbouring properties and the surrounding environment.

5.3 The Director is hereby authorized to enter into and execute on behalf of the Township, all site alteration agreements.

Section 6 – Permit

6.1 A Permit shall be issued where the Director is satisfied:

- (a) that the requirements of this By-law have been met; and
- (b) in the case of a large scale site alteration, the registration of the site alteration agreement has been registered on title of the land.

6.2 Where the Director refuses to issue a permit, the Director shall provide written reasons for such refusal to the owner.

6.3 Where the Director refuses to issue a permit, an owner may appeal to Council by sending a notice of appeal by registered mail or personal delivery to the Clerk of the Township within fourteen (14) days after being served with the written reasons of refusal.

6.4 An appeal under section 6.3 shall be conducted pursuant to the *Statutory Powers and Procedures Act*.

6.5 The issuing of a permit does not relieve a person from any responsibility to obtain all other approvals that may be required from any level of government or authority or agencies thereof having jurisdiction.

6.6 A Permit is not transferable to another lot.

Section 7 – Terms and Conditions of a Permit

7.1 A permit is subject to the terms and conditions as set out in Schedule F of this By-law.

7.2 The Director may impose additional terms or conditions to a permit that, in the opinion of the Director, are reasonable and taking into consideration:

- (a) the economic, social and environmental well-being of the Township;
- (b) the health, safety and well-being of persons as a result of anticipated impacts of the site alteration or large scale site alteration.

7.3 An owner who is not satisfied with the terms and conditions of a Permit may appeal to Council by sending a notice of appeal by registered mail or personal delivery to the Clerk of the Township within fourteen (14) days after being advised of any additional terms and conditions being imposed by the Director.

7.4 An appeal under section 7.3 shall be conducted pursuant to the *Statutory Powers and Procedures Act*.

Section 8 – Expiry, Revocation and Transfer of Permit

Expiry

8.1 A site alteration permit shall be valid for a period of ninety (90) days from the date the permit is issued.

8.2 A large scale site alteration permit shall be valid for a period of one (1) year from the date the permit is issued.

8.3 Notwithstanding section 8.2 a large scale site alteration permit shall expire if no work is commenced within six (6) months of the date the large scale site alteration permit being issued.

Extension

- 8.4 An owner may request an extension to the expiry date of a permit upon submitting a written request outlining the reasons an extension is required to the Director with payment of the extension fee in accordance with the Township's Fees and Charges By-law in the case of:
- (a) a site alteration permit one (1) month in advance of the expiry date; or
 - (b) a large scale site alteration permit three (3) months in advance of the expiry date.
- 8.5 The Director upon being satisfied with the reasons for requesting an extension may grant an extension in the case of:
- (a) a site alteration for up to but no more than two (2) additional months; or
 - (b) a large scale site alteration for up to but no more than six (6) additional months.

Revocation

- 8.6 The Director may revoke a permit for the following reasons:
- (a) it was obtained on mistaken, false or incorrect information;
 - (b) it was issued in error;
 - (c) the owner requests in writing that the permit be revoked;
 - (d) the terms and conditions of this By-law, a permit, a site alteration agreement or the approved plans have not been complied with;
 - (e) work authorized under a permit has not commenced prior to its expiry date.
- 8.7 Where a permit has been revoked, the owner shall forthwith cease all site alteration or large scale site alteration work.

Transfer

- 8.8 A permit may be transferred to a new registered owner of a lot upon submitting a written request for a transfer to the Director with payment of the transfer fee in accordance with the Township's Fees and Charges By-law.
- 8.9 The Director upon being satisfied that all requirements of this By-law, a permit, the site alteration agreement and the approved plans continue to be met may authorize the transfer of the permit.

Restoration – Work Not Completed

- 8.10 If a permit expires after work has commenced and prior to completion of the work in accordance with the permit, the owner shall forthwith restore the site to its original condition or stabilize the site to the satisfaction of the Director or an Officer.

Section 9 - Administration

- 9.1 The Director is hereby delegated authority to administer this By-law.
- 9.2 Township Council shall have the same powers as the Director pursuant to this By-law for the purpose of authorizing the issuing of a permit and the entering into of a site alteration agreement.

Section 10 - Inspection/Enforcement

- 10.1 This By-law shall be enforced by the Director or an Officer.
- 10.2 An Officer or Director may enter upon the land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
- (a) this By-law;
 - (b) a permit, or a term or condition of a permit;
 - (c) a site alteration agreement, or a term or condition of a site alteration agreement;
 - (d) the approved plans;

- (e) a direction or order made under the *Municipal Act, 2001*, or this By-law.
- 10.3 For the purposes of an inspection under this By-law, the Officer or Director may:
- (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information from any person concerning a matter related to the inspection; and
 - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 10.4 All documents and records shall be kept in a good and business-like manner for review by the Officer or Director at their request.
- 10.5 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.
- 10.6 A sample taken under this By-law shall be divided into two parts, and one part shall be delivered to the person from whom the sample is taken, if the person so requests at the time the sample is taken and provides the necessary facilities.
- 10.7 If a sample is taken under this By-law and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the person from whom the sample was taken.
- 10.8 No person shall hinder or obstruct, or attempt to hinder or obstruct, an Officer or Director exercising a power or performing a duty or corrective works pursuant to this By-law.

Section 11 - Orders

- 11.1 If an Officer or Director is satisfied that a contravention of this By-law, terms and conditions of a permit, a site alteration agreement or the approved plans has occurred, the Officer or Director may make an Order requiring the person who contravened this By-law, the terms and conditions of a permit or of a site alteration agreement or who caused or permitted the contravention or the owner of the lot on which the contravention occurred to:
- (a) discontinue the contravening activity; and/or
 - (b) do work to correct the contravention.
- 11.2 An Order under section 11.1 shall set out:
- (a) reasonable particulars of the contravention adequate to identify the contravention;
 - (b) the location of the land on which the contravention occurred; and
 - (c) either:
 - (i) in the case of an Order under section 11.1 (a), the date by which there must be compliance with the Order; or
 - (ii) in the case of an Order under section 11.1 (b), the work to be done and the date by which the work must be done.
- 11.3 An Order under section 11.1 (b) may require work to be done even though the facts which constitute the contravention of this By-law were present before this By-law came into effect.
- 11.4 In default of any work required by an Order under section 11.1 (b) being done by the owner directed or required to do it, the work may be done by the Township at the owner's expense. For the purposes of this section, the Township and its employees, agents and representatives may enter upon land at any reasonable time.

- 11.5 The Township may recover the costs of doing anything or matter pursuant to this By-law or the site alteration agreement by drawing on the securities posted, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.
- 11.6 The costs in section 11.5 shall include interest calculated at a rate of 15 per cent per annum, calculated for the period commencing on the day the Township incurs the costs and ending on the day the costs, including interest, are paid in full.
- 11.7 An Order issued under this By-law shall be served on the person the Officer or Director believes is contravening this By-law, the terms and conditions of a permit, a site alteration agreement or the approved plans by personal delivery or registered mail at the last known address. The Order shall be deemed to have been served on the seventh day after the date of mailing or on the date of personal delivery.
- 11.8 An Officer or Director who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the land and the placing of the placard shall be deemed to be sufficient service.
- 11.9 A person who has been served with an Order and who is not satisfied with the terms and conditions of the Order may appeal to Council by sending a notice of appeal by registered mail or personal delivery to the Clerk of the Township within fourteen (14) days after being served with the Order.
- 11.10 An appeal under section 11.9 shall be conducted pursuant to the *Statutory Powers and Procedures Act*.
- 11.11 An Order under this By-law that is not appealed within the time referred to in section 11.9 shall be deemed to be final.

Section 12 – Offences and Penalties

- 12.1 Any person who contravenes an Order made pursuant to this By-law is guilty of an offence.
- 12.2 Every person who contravenes any provision of this By-law and every director or officer of a corporation, who knowingly concurs in the contravention by a corporation is guilty of an offence and upon conviction is liable to:
- (a) on a first offence, to a fine not less than \$250.00 and not more than \$50,000.00; and
 - (b) on a second offence and each subsequent offence, to a fine not less than \$1,000 and not more than \$100,000.00
- 12.3 Every person who is issued a Part 1 offence notice or summons and is convicted of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.
- 12.4 Every person who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an Officer or Director upon request, failure to do so shall be deemed to have hindered or obstructed an Officer or Director in the execution of his or her duties.
- 12.5 Upon conviction any penalty imposed under this By-law may be collected under the authority of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.
- 12.6 If a Person convicted of an offence for contravening a provision of this By-law or an Order made under this By-law, the court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may order the person, to correct the contravention in such manner and within such period as the court considers appropriate, including but not limited to,
- (a) by rehabilitating the land,
 - (b) by removing the fill dumped or placed contrary to the By-law or the permit,
 - (c) by restoring the grade of the land to its original condition,

- (d) by removing the topsoil stored on the land,
- (e) by prohibiting the continuation or repetition of the contravention.

Section 13 - Fees

- 13.1 The fee for a permit, extension of a permit, a revision to a permit, an appeal and site alteration agreement shall be in accordance with the Township's Fees and Charges By-law.
- 13.2 Where the Director determines that the Township needs to retain legal, engineering, hydrology, hydrogeology, environmental, surveying, landscape consultants or any other consultants to evaluate studies or a site alteration agreement, the cost shall be paid by the owner.

Section 14 – Securities

- 14.1 Where a security deposit is required in accordance with this By-law it shall be:
- (a) in the form of an irrevocable letter of credit from a chartered Canadian bank in a form satisfactory to the Township or a certified cheque to secure:
 - (i) the performance of the work for which a permit is issued, performance of work in accordance the site alteration agreement or the approved plans, or to restore the land to a condition satisfactory to the Director and to recover any costs to the Township in performing or having performed the said work;
 - (ii) the performance of work that an owner has failed to perform to the satisfaction of the Director;
 - (iii) the performance of repair or restoration work on an approved haul route highway or clean up of mud tracking on an approved haul route highway;
 - (iv) the performance of any works on Township or publicly owned lands which service the site;
 - (v) the completion of work required under an Order issued pursuant to this By-law;
 - (vi) guarantee of payment to the Township of all inspection, consulting or other costs the Township may incur in connection with works required under the permit, a site alteration agreement, the approved plans or this By-law.
 - (b) in the amount of 100% of the estimated costs to the satisfaction of the Director to:
 - (i) maintain the site control measures;
 - (ii) stabilize the site;
 - (iii) undertake the completion of work outlined in 14.1 (a) (i) to (v);
 - (iv) the performance of any works on Township or publicly-owned lands of any kind which service the site;
 - (v) guarantee of payment to the Township as outlined in 14.1 (a) (vi);
 - (c) in effect for the duration of the permit, the site alteration agreement or until completion of the works to the satisfaction of the Director, whichever is later;
 - (d) in the case of an irrevocable letter of credit or a renewal thereof, contain a clause stating that thirty (30) days written notice shall be provided to the Township prior to its expiry or cancellation.
- 14.2 In the event the Township receives notice that a letter of credit is expiring and will not be renewed, or if further or additional securities are not provided within the said thirty (30) days, the Township may draw on the letter of credit at the discretion of the Director.

- 14.3 In the event, an Owner fails to perform or complete work or make payment for matters outlined in section 14.1 (a) the Township shall be at liberty to draw upon the security provided to pay the costs incurred by the Township for any work undertaken or costs incurred by it or on its behalf.
- 14.4 The Township at the request of the owner shall release the securities or remaining securities upon:
- (a) submission of a certificate from a qualified person:
 - (i) that the final grade has been completed in accordance with the permit, site alteration agreement and the approved plans;
 - (ii) that the finished project does not detrimentally affect drainage on neighbouring properties;
 - (iii) that the finished project does not detrimentally affect the quality or quantity of water in wells on neighbouring properties.
 - (b) a final inspection being conducted by the Director or Officer; and
 - (c) the Director being satisfied that the works have been completed in accordance with this By-law, the terms and conditions of the permit and the site alteration agreement and the approved plans.

Section 15 – Severability

- 15.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of Council of the Township that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

Section 16 – Interpretation

- 16.1 References in this By-law to any statute or statutory provision include references to that statute or statutory provision as it may from time to time be amended, extended or re-enacted.
- 16.2 The words “include”, “includes” and “including” are not to be read or interpreted as limiting words, phrases or descriptions that precede them.
- 16.3 This By-law and the provisions contained within are intended to be complementary to provincial statutes and to other By-laws passed by the Township. In the event that any other applicable law requires a higher standard than this By-law requires, the higher standard shall apply.
- 16.4 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.
- 16.5 The Schedules appended to this By-law are incorporated into and form part of this By-law.

Section 17 - Repeal

- 17.1 By-law 99-46 is hereby repealed.

Read a first, second and third time and finally passed this 27th day of May 2019.



Mayor – Kelly Linton



Clerk – Kerri O'Kane

Township of Centre Wellington

Schedule "A"

By-law 2019-25

1. An application form for a permit under this By-law shall at a minimum contain the following:
 - (a) the name, address, signature and contact information of the owner;
 - (b) the name, address, signature and contact information of the applicant;
 - (c) the name, address, and contact information of the operator, if applicable;
 - (d) the name, address and contact information of the qualified persons retained by the owner;
 - (e) the name, address and contact information of the contractor retained by the owner;
 - (f) the municipal address of the site;
 - (g) the legal description of the site;
 - (h) where the applicant is not the registered owner of the lot the consent of the registered owner(s) of the lot authorizing the applicant to act as agent on behalf of the registered owner;
 - (i) a signed authorization by the registered owner certifying the correctness of the information in the application form;
 - (j) written acknowledgement and acceptance of fill being transferred to the site;
 - (k) lot size;
 - (l) official plan and zoning By-law designation;
 - (m) state whether any part of the lands are regulated by the Grand River Conservation Authority;
 - (n) whether the land is designated under Part IV or Part V or by a Minister's Order under the *Ontario Heritage Act*;
 - (n) a brief description of the proposed works that have been identified on the Plan or Site Plan, as applicable;
 - (o) the current and proposed use of the lot;
 - (p) the quantity of fill to be received on the lot;
 - (q) all source site location(s) of the fill being placed or dumped;
 - (r) proposed ground covering to be used upon completion of the works;
 - (s) proposed commencement and completion dates.

Township of Centre Wellington

Schedule "B"

By-law 2019-25

1. two copies of an accurate plan of the lot which shall include:
 - (a) the property boundaries of the lot with dimensions;
 - (b) all existing above and below grade utilities, ditches, swales, drainage courses, storm sewers, bodies of water, watercourses, natural heritage features and environmental sensitive areas on the lot and on abutting lots and highways;
 - (c) the species and size in caliper of all trees on the lot, greater than 7.5 centimetres;
 - (d) the locations of all driveways on the lot and of all easements and rights-of-way over, under, across or through the lot;
 - (e) the location of all existing buildings and structures on the lot;
 - (f) proposed sediment and erosion controls that will be installed prior to alteration of the lot;
 - (g) proposed grades and the drainage system to be used upon completion;
 - (h) the location of all wetlands, floodplains, shoreline, top of bank features and approximate regulation limits as required by the applicable Conservation Authority;
 - (i) the quantity of fill to be received on the lot.
2. two copies of a topographic survey certified by a licensed professional engineer or Ontario Land surveyor existing elevations in the form of contours at 0.5 metre intervals or less, with spot elevations along the site boundary lines and 3.0 metres beyond the site boundary lines at sufficient intervals to clearly show the existing drainage patterns on the lot and on the abutting lots.

Township of Centre Wellington

Schedule "C"

By-law 2019-25

1. two copies of a site control plan based on a legal survey prepared by a licensed professional engineer or Ontario Land Surveyor, which shall include:
 - (a) the scale of the drawings in metres;
 - (b) a key plan showing the location of the site and a minimum of thirty (30) metres beyond the lot;
 - (c) the lot lines of the lot, including dimensions and the number of hectares of the lot and the site;
 - (d) the location, dimensions, elevations and use of the buildings and structures existing or proposed to be erected on the lot;
 - (e) the current and proposed use of the lot;
 - (f) the location, dimensions and use of buildings and structures within thirty (30) metres beyond the lot;
 - (g) detailed locations, including dimensions, identifying the proposed locations and separated quantities for the placement and removal of fill;
 - (h) all existing above and below grade utilities, ditches, swales, drainage courses, storm sewers, bodies of water, watercourses, natural heritage features and environmental sensitive areas on the lot and on abutting lots and highways;
 - (i) the species and size in caliper of all trees on the lot, greater than 15 centimetres, measured 1.37 metres from the base;
 - (j) the locations of all driveways on the lot and of all easements and rights-of-way over, under, across or through the lot;
 - (k) the location and dimensions of all proposed land disturbing activities, including construction access roads;
 - (l) the location and dimensions of all temporary fill stockpiles;
 - (m) proposed grades and drainage systems to be used upon completion;
 - (n) the location, dimensions, height and slopes of any proposed berms;
 - (o) the location, dimensions, design details and design calculations of all construction and regular maintenance of the site control measures including details of the proposed sediment and erosion control measures that will be installed prior to alteration of the lot;
 - (p) the location of all wetlands, floodplains, shoreline, top of bank features and approximate regulation limits as required by the applicable Conservation Authority;
 - (q) the location and description of the predominant soil types;
 - (r) all tree protection measures;
 - (s) a schedule of the proposed commencement and completion of each phase of work including the installation of site erosion control measures;
 - (t) proposed ground covering to be used;
 - (u) specific details regarding haul route;
 - (v) the quantity of fill to be received on the lot.

2. If required by the Director, two copies of a scale drawing prepared by licensed professional engineer of any proposed retaining wall including a description, dimensions and materials to be used in the construction of such retaining wall if:
 - (a) erosion on adjacent lands may occur as a result of the works;
 - (b) the finished grade of the site is of a higher elevation at the lot line than that of the existing grade at the same lot line of the abutting lot.
3. two copies of a topographic survey certified by a licensed professional engineer or Ontario Land surveyor producing a 0.5 metre contour interval, defining all material and man-made features, including top and bottom of slopes, drainage patterns, tree lines, buildings, and stockpiles on the site and 30 metres beyond the lot lines of the site to clearly show the detailed existing topography of the lot and the abutting lot.

Township of Centre Wellington

Schedule "D"

By-law 2019-25

1. Where required by the Director, the following tests, reports, plans or studies shall be prepared by a Qualified Person and submitted to the satisfaction of the Director:
 - (a) an Archaeological Assessment;
 - (b) Phase I, Phase II and/or other Environmental Assessment reports;
 - (c) Pre-Assessment information relating to the groundwater on the lot and a Ground Water Monitoring Plan.

Township of Centre Wellington

Schedule "E"

By-law 2019-25

Site Alteration Agreement

This Agreement made this 27th day of May, 2019, pursuant to Section 142 of the Municipal Act, S.O. 2001, c. 25, as amended.

Between:

The Corporation of the Township of Centre Wellington

(hereinafter called the "**Township**")

Party of the first part

- and -

(NAME TO BE INSERTED)

(hereinafter called the "**Owner(s)**")

Party of the second part

Whereas the lands located at (insert address) is subject to an application for a Site Alteration Permit pursuant to the Township's Site Alteration By-law;

And Whereas Section 142 of the Municipal Act, 2001 S.O. 2001, c.25, authorizes a municipality to prohibit or regulate the placing or dumping of fill;

And Whereas Section 5 of the Township's Site Alteration By-law authorizes the Township to enter into a Site Alteration Agreement with the Owner;

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained the Parties hereby covenant and agree as follows:

1. Lands

1.1 The Owner(s)' lands which is the subject of this Site Alteration Agreement hereinafter referred to as the "Agreement" are described in Schedule "A" to this Agreement and are herein referred to as the "lands".

2. Definitions

2.1 The words in bold text in this Agreement shall have the same meaning as the words defined in the Township's Site Alteration By-law hereinafter referred to as the "By-law".

3. Term

3.1 The Agreement shall be valid and remain in effect until such time as the Director consents to the release of this Agreement.

4. Termination

4.1 The Township may terminate this Agreement for any reason upon giving the Owner(s) thirty (30) days' written notice.

4.2 Where this Agreement has been terminated, the owner(s) shall forthwith cease all large scale site alteration work.

5. Transfer

5.1 The Owner(s) agree prior to any transfer of the lands to submit a written request for a transfer to the Director with payment of the transfer fee in accordance with the Township's Fees and Charges By-law.

- 5.2 If the ownership of the lands for which a Permit has been issued is transferred while the Permit remains in effect and outstanding, the new Owner(s) shall, prior to transfer of the lands:
- (a) provide the Township with its written undertaking to comply with all of the conditions of the Permit, this Agreement, the approved plans and the By-law; and
 - (b) provide security in a form and amount acceptable to the Director, at which time any security previously provided by the original Owner shall be released.
- 5.3 The Director upon being satisfied that all requirements of the By-law, a permit, this Agreement, and approved plans continue to be met may authorize the transfer of the permit.

6. Plans, Drawings, Studies, Reports, Monitoring Programs and Other Documents

- 6.1 The Owner(s) agree to comply with and fulfill the requirements of all plans, drawings, studies, reports, monitoring programs and other documents hereinafter referred to as "Approved Plans" outlined in Schedule "B" to this Agreement to the satisfaction of the Director.

7. Permit, Agreement and By-law

- 7.1 The Owner(s) agree to comply with the Township's By-laws, this Agreement and the terms and conditions of the Permit to the satisfaction of the Director.
- 7.2 The Owner(s) agree that all works, facilities, installations, structures, environmental control and monitoring devices, and features outlined on the Approved Plan(s) shall represent the total alterations on the lands. The Owner(s) also agree that any future development beyond the Approved Plans will be subject to any additional plans, agreements and provisions as required by the Director.
- 7.3 The Owner(s) agree that all works, facilities, installations, structures, environmental control and monitoring devices, and features outlined on the Approved Plan(s) shall be maintained and kept in good repair at the Owner(s)' sole risk and expense and to the satisfaction of the Director.
- 7.4 The Owner(s) agree to retain a Qualified Person to report in writing, quarterly, to the Director during the term of this Agreement, within thirty (30) days of the end of March, June, September and December, to verify the large scale site alteration is proceeding in accordance with the By-law, the permit, and this Agreement and the approved plans. The report will include but is not limited to:
- (a) A list of all sources of fill received at the site during the quarter including the name of the owner and municipal address of the source site;
 - (b) The total volume of fill received at the site for the quarter including the monthly load counts and volumes for each source site;
 - (c) The results of any required testing;
 - (d) A list of any incidents and any mitigation taken;
 - (e) Any other information as may be required by the Director.
- 7.5 The Owner(s) agree in the case of an emergency repair or clean-up of a Haul Route Highway, the Director may undertake the necessary works at the expense of the Owner(s) and draw upon the securities posted by the Owner(s).
- 7.6 The Owner(s) acknowledge that a breach of any provision of this Agreement may be enforced through the provisions of this Agreement or the By-law.
- 7.7 The Owner(s) acknowledge and agree to the registration of this Agreement against the title to the lands at the Owner(s) cost.

7.8 The Owner(s) agree to maintain all records required under the Fill Management Plan for a minimum of seven (7) years after the completion of the works.

8. Township's Right of Entry

8.1 The Township shall have a right of entry upon the lands, through employees, agents or contractors to ensure that the provisions of this By-law, the permit, this Agreement and the approved plans are complied with at all times.

9. Securities

9.1 The Owner(s) agree that where a security deposit is required in accordance with the By-law it shall be:

- (a) in the form of an irrevocable letter of credit from a chartered Canadian bank in a form satisfactory to the Township or a certified cheque to secure:
 - (i) the performance of the work for which a permit is issued, performance of work in accordance with this Agreement and the approved plans or to restore the land to a condition satisfactory to the Director and to recover any costs to the Township in performing or having performed the said work;
 - (ii) the performance of work that an owner has failed to perform to the satisfaction of the Director;
 - (iii) the performance of repair or restoration work on an approved haul route highway or clean up of mud tracking on an approved haul route highway;
 - (iv) the performance of any works on Township or publicly-owned lands of any kind which service the site;
 - (v) the completion of work required under an Order issued pursuant to the By-law;
 - (vi) guarantee of payment to the Township of all inspection, consulting or other costs the Township may incur in connection with works required under the permit, this agreement, the approved plans or the By-law.
- (b) in the amount of 100% of the estimated costs to the satisfaction of the Director as outlined in Schedule "C" to:
 - (i) maintain the site control measures;
 - (ii) stabilize the site;
 - (iii) undertake the completion of work outlined in 9.1 (a) (i) to (v);
 - (iv) the performance of any works on Township or publicly owned lands which service the site;
 - (v) guarantee of payment to the Township as outlined in 9.1 (a) (vi);
- (c) in effect for the duration of the permit, this Agreement or until completion of the works to the satisfaction of the Director, whichever is later;
- (d) in the case of an irrevocable letter of credit or a renewal thereof, contain a clause stating that thirty (30) days written notice shall be provided to the Township prior to its expiry or cancellation.

9.2 In the event the Township receives notice that a letter of credit is expiring and will not be renewed, or if further or additional securities are not provided within the said thirty (30) days, the Township may draw on the letter of credit at the discretion of the Director.

9.3 In the event, the Owner(s) fail to perform or complete work or make payment for matters outlined in section 9.1 (a) the Township shall be at liberty to draw upon the security provided

to pay the costs incurred by the Township for any work undertaken or costs incurred by it or on its behalf.

- 9.4 The Township at the request of the owner(s) shall release the securities or remaining securities upon:
- (a) submission of a certificate from a qualified person:
 - (i) that the final grade has been completed in accordance with the permit, this Agreement and the approved plans;
 - (ii) that the finished project does not detrimentally affect drainage on neighbouring properties;
 - (iii) that the finished project does not detrimentally affect the quality or quantity of water in wells on neighbouring properties.
 - (b) a final inspection being conducted by the Director or Officer; and
 - (c) the Director being satisfied that the works have been completed in accordance with the By-law, the terms and conditions of the permit and the Agreement.
- 9.5 The Owner(s) agree that any interest accruing on the realized security shall belong to the Township and not to the Owner(s).
- 9.6 The Owner(s) agree in the event securities are drawn upon and the Director notifies the Owner(s) that additional securities are required to satisfy the requirements of this Agreement, the Owner(s) shall forthwith provide additional securities requested to the satisfaction of the Director.

10. Township's Expenses

- 10.1 The Owner(s) agree to pay to the Township all reasonable costs incurred by the Township in connection with the large scale site alteration which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for any peer review costs for engineering, surveying, planning and inspection services, if any, and shall pay such costs from time to time forthwith upon being invoiced
- 10.2 The Township agrees to provide the Owner(s) with five (5) days' notice where the Township determines that peer review or inspection services are required to confirm compliance with the By-law, the Permit, this Agreement or the approved plans.
- 10.3 The Owner(s) acknowledge and agree the Township may recover the costs of doing anything or matter pursuant to the By-law, the Permit, this Agreement or the approved plans by drawing on the securities posted, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

11. Indemnification

- 11.1 The Owner(s) agree on behalf of himself, its heirs, executors, administrators and assigns to defend, indemnify and save harmless the Township, and, if applicable, the Corporation of the County of Wellington, and their elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Owner(s), its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Owner(s) in accordance with this Agreement, and shall survive this Agreement.

12. Liability Insurance

- 12.1 Prior to the execution of this Agreement, the Owner(s) shall purchase and maintain insurance against all damages or claims for damage with a financially sound and reputable insurance company satisfactory to the Township and continue to maintain such insurance until the Township advises in writing the insurance is no longer required for the purposes of this Agreement. The Owner(s) shall provide a Certificate of Insurance to the Township evidencing the insurance coverage required by the Owner(s) and hereafter annually on the insurance renewal date.
- 12.2 The Owner(s) acknowledge and agree the Owner(s) insurance shall be primary.
- 12.3 The Owner(s) acknowledge and agree the insurance premium for the required insurance must be prepaid for a period of not less than one (1) year. The insurance policy must provide that it is not cancellable unless prior notice by registered mail has been received by the Township from the insurer not less than thirty (30) days prior to the cancellation date.
- 12.4 The Owner(s) agree to immediately notify the Township of any occurrence, incident, or event which may reasonably be expected to expose any of the parties to liability of any kind in relation to this Agreement.
- 12.5 The Owner(s) acknowledge and agree the issuance of such insurance policy or policies shall not be construed as relieving the Owner(s) from responsibility for any other or larger claims in excess of such policy or policies, if any, for which the Owner(s) may be held responsible. Such insurance policy or policies shall be in a form acceptable to the Township's insurer and, without limiting the generality of the foregoing, shall provide:
- (a) Commercial General Liability Insurance - Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000.00 per occurrence, an aggregate limit of not less than \$10,000,000.00, within any policy year with respect to completed operations and a deductible of not more than \$10,000.00. This policy shall include but not be limited to:
 - (i) Name the Township as an additional insured
 - (ii) Cross-liability and severability of interest
 - (iii) Blanket Contractual
 - (iv) Products and Completed Operations
 - (v) Premises and Operations Liability
 - (vi) Personal Injury Liability
 - (vii) Contingent Employers Liability
 - (viii) Owners and Contractors Protective
 - (ix) Broad Form Property Damage
 - (x) The policy shall include 30 days' notice of cancellation.
 - (b) Environmental Liability Insurance - Environmental Liability for a limit of not less than \$2,000,000.00 per occurrence to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after completion of the large scale site alteration works and a Certificate of Insurance evidencing renewal shall be filed with the Township. If the policy is to be cancelled or non-renewed for any reason, 90 days notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the Owner(s) at the Owner(s)' sole expense.

13. General Provisions

13.1 Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or if delivered by prepaid first class mail, on the third (3rd) day after mailing. The address for service of each of the parties is as follows:

Owner(s): (Insert Name)
 (Insert Address)
 (Insert email address)

Township: The Corporation of the Township of Centre Wellington
 1 Macdonald Square
 Elora, ON N0B 1S0
 Clerk's Department
 (email address to be inserted)

13.2 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Owner(s) or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Owner(s) shall not be deemed to be a waiver of any subsequent default or breach by the Owner(s), nor entitle the Owner(s) to any similar indulgence heretofore granted.

13.3 Covenants as restrictive covenants

The covenants of the Owner(s) herein shall be restrictive covenants running with the land for the benefit of the adjoining lands of the Township or such of them as may be benefited thereby and shall be binding on the Owner(s), its heirs, executors, administrators, successors and assigns as Owner(s) of the lands from time to time.

13.4 No Permit if money owed to Township

The Owner(s) hereby agree to pay all municipal taxes on the lands which may be in arrears at the time of signing this Agreement and shall ensure that all taxes are paid up to date with respect to the lands. Additionally, the Owner(s) shall ensure that all taxes owing by him to the Township on all other properties owned by the Owner(s) elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date.

13.5 Number and Gender

It is agreed between the parties hereto that the appropriate changes in the number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that this Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

13.6 Headings and Index

All headings and sub-headings in this Agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

13.7 Ultra vires terms

If any term of this Agreement shall be found to be Ultra Vires of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

13.8 Owner's acceptance of agreement

The Owner(s) shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement. This Agreement may be pleaded as an estoppel against the Owner(s) in any such proceedings.

13.9 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

In Witness Whereof the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers in that behalf.

The Corporation of the Township of Centre Wellington

Director of Planning and Development
I have authority to bind the Corporation

Signed, Sealed and Delivered
in the presence of:

(Insert Name of Owner)

Witness to Owner's Signature

(Insert Name of Owner)

Witness to Owner's Signature

or

If a Corporate Entity:

(NAME OF CORPORATE ENTITY TO BE INSERTED)

President

I have authority to bind the Corporation

Schedule "A"

Description of Lands

(To be inserted), Township of Centre Wellington, County of Wellington.

Schedule "C"

Summary of Securities

A. Site Works		\$
B. Other Township or Public lands servicing Site		\$
C. Haul Route Highway		\$
D. Guarantee of Payment of Township costs		\$
	Total Deposit	\$

Township of Centre Wellington

Schedule "F"

By-law 2019-25

A permit is subject to the following terms and conditions:

1. Fill shall meet the standards:
 - (a) set out in the Table 1: Full Depth Background Site Condition Standards from the Soil and Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended referenced in O. Reg. 153/04 as amended, for the established property use as agreed to by the Director; or
 - (b) set out in the Table 2 Standards from the Soil and Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended for the established property use only if the ambient Soil is pre-assessed to be of this quality and for all parameters contained in Table 2, and as approved by the Director;
2. All fill dumped or placed shall be clean and free of waste, asphalt, trash, rubbish, glass liquid or toxic chemicals, hazardous waste and contaminants.
3. The site alteration or large scale site alteration shall not cause ponding or alteration of existing drainage, or any natural or human-made watercourse or water body, surface water flow or negatively affect neighbouring lands, wells, or the environment.
4. Where required, the finished grade shall be protected from erosion by sod, turf, seeding for grass, greenery, asphalt, concrete, or other means either singly or in combination, within two (2) months of completion of the works, or as specified by the Director.
5. All fill shall be properly compacted using acceptable engineering practices, unless it is being stockpiled on the site for future use.
6. All haul route highways are to be kept free of debris.
7. Completion of works in accordance with the permit, the site alteration agreement, approved plans, surveys and any control measures.
8. During performance of a large scale site alteration, perform the following minimum procedures:
 - (a) at least once per day, scrape all haul route highways that have been fouled; and
 - (b) at least once each week on Friday night or Saturday morning, clean all haul route highways that have been fouled to the satisfaction of the Director.
9. Completion of a site alteration or a large scale site alteration in accordance with the permit, the site alteration agreement, the approved plans and the By-law.
10. Where insurance is required to be provided, maintain valid insurance in effect until a final inspection is conducted by the Director or Officer and the Director is satisfied that the works have been completed in accordance with the By-law, the permit, the site alteration agreement and the approved plans and the Director advises in writing the insurance is no longer required.
11. Maintain the works, facilities, installations, structures and features outlined on the approved plans, in good condition and repair.
12. Ensure that all required environmental control and or monitoring devices identified on the approved plans are properly maintained and protected from damage at all times.

13. Maintain a copy of the permit, all approved plans and associated records required under the Fill Management Plan.
14. Maintain all records required under the Fill Management Plan for a minimum of seven (7) years after the completion of the works.
15. No site alteration or large scale site alteration shall be performed:
 - (a) on any Saturday or Sunday, or Statutory Holiday;
 - (b) using highways to access or egress from the site except those highways designated as part of the approved haul route;
 - (c) before 7:30 a.m. or after 5:00 p.m. during any weekday, Monday through Friday using highways to access or egress from the Site;
 - (d) during any period in which a wind warning for the area has been issued by Environment Canada for the Township;
 - (e) during or within 24 hours of the Township receiving 15 millimetres or more of precipitation within a 24 hour period;
 - (f) during any period in which a smog advisory for the area has been issued by the Ontario Ministry of Environment and Climate Change or the applicable Ministry;
 - (g) during any weather conditions where the ability to mitigate site alteration activity impacts is severely compromised (e.g. heavy rain, thick fog, etc.);
 - (h) During any situation where site alteration activities would likely adversely impact neighbouring properties (e.g. brush fires, floods, unsuitable road conditions, dust, etc.);
 - (i) in contravention of the Township's Noise By-law;
 - (j) that exceeds one hundred (100) truckloads of fill per day arriving at, or leaving, the site, using highways to access or egress from the site;
16. An owner shall contact the Director:
 - (a) prior to commencement of work for a large scale site alteration;
 - (b) to arrange for an inspection for all trenches in which piping is laid as part of the drainage system prior to backfilling the excavation;
 - (c) if archaeological resources are discovered or identified and immediately cease all activity on the lot;
 - (d) of any change in the Qualified Person retained by the owner;
 - (e) to carry out a final inspection to confirm that all work has been completed in accordance with the By-law, the permit, the approved plans and where applicable the site alteration agreement.