



**TOWNSHIP OF WEST LINCOLN
GROWTH AND SUSTAINABILITY
COMMITTEE AGENDA**

Monday, November 10, 2025, 6:30 p.m.
Township Administration Building
318 Canborough Street, Smithville, Ontario

NOTE TO MEMBERS OF THE PUBLIC: All Cell Phones, Pagers and/or PDAs to be turned off. Members of the public who are attending and participating virtually are reminded to keep their microphones muted until they are acknowledged to speak. Additionally, for your information, please be advised that this meeting will be livestreamed as well as recorded and will be available on the Township's website.

Pages

1. CHAIR - Councillor Joann Chechalk

Prior to commencing with the Growth and Sustainability meeting agenda, Chair Chechalk will provide the following announcements:

1. Comments can be made from members of the public for a matter that is on the agenda by advising the Chair during the "Request to Address an Item on the Agenda" Section of the agenda.
2. The public may submit written comments for matters that are on the agenda to jplove@westlincoln.ca before 4:30 p.m. on the day of the meeting for consideration by the Committee. Comments received after 4:30 p.m. on the day of the Committee meeting will be considered at the following Council meeting. Comments submitted are included in the record.
3. This meeting will be livestreamed as well as recorded and available on the Township's website.

2. LAND ACKNOWLEDGEMENT STATEMENT

The Township of West Lincoln, being part of Niagara Region is situated on treaty land. This land is steeped in the rich history of the First Nations such as the Hatiwendaronk, the Haudenosaunee, and the Anishinaabe, including the Mississaugas of the Credit First Nation. There are many First Nations, Métis, and Inuit from across Turtle Island that live and work in Niagara today. The Township of West Lincoln, as part of the Regional Municipality of Niagara, stands with all Indigenous people, past and present, in promoting the wise

stewardship of the lands on which we live.

3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST

Public Meeting(s)

4. PUBLIC MEETING(S)

4.1 1185 Port Davidson Road - Rudy and Janine Kerec (owner) - Temporary Use By-law to permit a garden suite on the subject property, File No: 1601-008-25

Re: An application for a Temporary Use By-law was submitted by Rudy and Janine Kerec to add a temporary use (Garden Suite) to the property legally described as Concession 2 Road, Part lot 5 RP 30R506; Part 1, municipally known as 1185 Port Davidson Road. This meeting was rescheduled to November 10, 2025 from October 14th, 2025 to allow the applicant to make changes to the proposed garden suite.

4.2 Lot 7 South Grimsby Road 5, West Lincoln (Plan M98, Lot 7) - Marz Homes (Smithville West) Inc. (owner) - (Site Alteration Application) File No: 3000-009-25

Re: A Site Alteration Permit application has been submitted by Marz Homes (Smithville West) Inc. (owners) of Lot 7 South Grimsby Road 5, West Lincoln (Plan M98, Lot 7) to permit for the importation of 10,000 cubic metres of clean fill materials from water main work on South Grimsby Road 5 and Spring Creek Road. All fill materials will be stockpiled for the future development of the property. A permit to allow for under 1,000 cubic material was approved by the Director, as per the Townships Site Alteration By-law.

A site alteration permit approved by Council is required for site alteration over 1,000 cubic metres.

5. CHANGE IN ORDER OF ITEMS ON AGENDA

6. APPOINTMENTS

6.1 ITEM GS46-25

Cindy Wier, CEO, Library Services

Re: Library Budget

POWERPOINT PRESENTATION

7. REQUEST TO ADDRESS ITEMS ON THE AGENDA

NOTE: Section 10.13 (5) & (6) – General Rules

One (1) hour in total shall be allocated for this section of the agenda and each individual person shall only be provided with **five (5) minutes** to address their issue (some exceptions apply). A response may not be provided and the matter may be referred to staff. A person who wishes to discuss a planning application

or a matter that can be appealed, will be permitted to speak for ten (10) minutes.

Chair to inquire if there are any members of the public present who wish to address any items on the Growth and Sustainability Committee agenda.

8. COMMUNICATIONS

There are no communications

9. STAFF REPORTS

9.1 ITEM GS47-25

6

Chief Building Official (Ben Agro) and Director, Growth and Sustainability (Gerrit Boerema)

Re: Recommendation Report BLDG-10-1-2025 - Site Alteration Application - 3118 Grassie Road, File No. 3000-007-25

RECOMMENDATION:

1. That, Recommendation Report BLDG-10-2025 titled "Site Alteration Application – 3118 Grassie Road, File No. 3000-007-25", dated November 10, 2025 be received; and,
2. That, Council permit the additional 119 loads of material that has already been imported to the property, subject to the applicants entering into a site alteration agreement within 20 business days of Council's decision; and,
3. That, such an agreement with the Township will provide \$10,000 performance security and compliance with the approved grading plan; and,
4. That, Council pass a bylaw to Authorize the Mayor and Clerk to sign and enter into the site alteration agreement with the owners, as found in Schedule C.

9.2 ITEM GS48-25

19

Director, Growth and Sustainability (Gerrit Boerema)

Re: Recommendation Report PD-42-2025 - Marz Homes (Smithville West) Inc. – Dunloe Site Alteration File No. 3000-12-2025

RECOMMENDATION:

1. That, Recommendation Report PD-42-2025 titled "Marz Homes (Smithville West) Inc. Dunloe Site Alteration File No. 3000-012-25", dated November 10, 2025, be received; and,
2. That, Council permit a site alteration permit for 10,000 cubic metres to be imported to the property, subject to the applicants entering into a site alteration agreement prior to the issuance of a permit; and,
3. That, Council pass a bylaw to Authorize the Mayor and Clerk to sign and enter into the site alteration agreement with the owners, as found in Schedule C

9.3 ITEM GS49-25

Senior Planner (Robin Shugan) and Manager, Community Planning and Design (Susan Smyth)

Re: Recommendation Report Zoning By-law Amendment (Temporary Use) for 1185 Port Davidson Road (File No. 1601-008-25)

RECOMMENDATION:

1. That, Recommendation Report PD-40-2025, titled "Recommendation Report-Zoning By-law Amendment (Temporary Use) for 1185 Port Davidson Road (File No.1601-008-25)" dated November 10, 2025, be received; and,
2. That, the Application for the Zoning By-law Amendment File No. 1601-008-25 to rezone the Agriculture (A) to the site-specific Temporary Use T-XX to permit the use of Garden Suite for a maximum of 20 years contained in Schedule C, be approved in accordance with the attached amending Zoning By-law and Schedule, and that Council authorize the Mayor and Clerk to sign the necessary by-law.

9.4 ITEM GS50-25

Chief Building Official (Ben Agro) and Director, Growth and Sustainability (Gerrit Boerema)

Re: Recommendation Report BLDG-09-2025 - Site Alteration Application – 8427 Concession 5, Caistor Centre File No. 3000-006-25

RECOMMENDATION:

1. That, Recommendation Report BLDG-09-2025 titled "Site Alteration Application – 8427 Concession 5, Caistor Centre File No. 3000-006-25", dated November 10, 2025 be received; and,
2. That, the application for site alteration for the aggregate fill material be accepted, and,
3. That, Council permit the 2200 cubic metres (220 loads) of material that has already been imported to the property, subject to the applicants entering into a site alteration agreement within 20 business days of Council's decision; and,
4. That, such an agreement with the Township requires the material to be used for the driveway and proposed building; and,
5. That, Council pass a bylaw to Authorize the Mayor and Clerk to sign and enter into the site alteration agreement with the owners, as found in Schedule C

10. OTHER BUSINESS

10.1 ITEM GS51-25

Members of Committee

Re: Other Business Matters of an Informative Nature

11. NEW BUSINESS

NOTE: Only for items that require immediate attention/direction and must first approve a motion to introduce a new item of business (Motion Required).

12. CONFIDENTIAL MATTERS

There are no confidential matters

13. ADJOURNMENT

The Chair declared the meeting adjourned at the hour of _____.

DATE: November 10, 2025

REPORT NO: BLDG-10-2025

SUBJECT: **Information Report**
Site Alteration Application – 3118 Grassie Road
File No. 3000-007-25

CONTACT: Ben Agro, CBO
Gerrit Boerema, Director, Growth and Sustainability

OVERVIEW:

- An application for a site alteration permit has been re-applied for by Ashenhurst Nouwens and Associates Inc., consultant on behalf of the owner of 3118 Grassie Road to permit the existing excess soil which is approximately 119 truck loads of material.
- A public meeting was held on October 14, 2025 where several members of the public raised concerns over the development of the property and the site alteration application, mainly regarding drainage and soil quality.
- Administration has reviewed the application and the proposed grading plan, and can recommend approval of the site alteration, subject to the owners entering into a new site alteration agreement and the provision of a security deposit, to ensure that the property is graded in accordance with the approved grading plan and that the soils are tested to ensure the fill imported to the property is clean.

RECOMMENDATION:

1. That, Recommendation Report BLDG-10-2025 titled “Site Alteration Application – 3118 Grassie Road, File No. 3000-007-25”, dated November 10, 2025 be received; and,
2. That, Council permit the additional 119 loads of material that has already been imported to the property, subject to the applicants entering into a site alteration agreement within 20 business days of Council’s decision; and,
3. That, such an agreement with the Township will provide \$10,000 performance security and compliance with the approved grading plan; and,
4. That, Council pass a bylaw to Authorize the Mayor and Clerk to sign and enter into the site alteration agreement with the owners, as found in Schedule C.

ALIGNMENT TO STRATEGIC PLAN:

Theme #

- **Champion strategic and responsible growth**

BACKGROUND:

An application for site alteration has been submitted by Ashenhurst Nouwens and Associates Inc. on behalf of the property owner of 3118 Grassie Road. The subject property is located at the intersection of Grassie Road and Young Street and is 13.6 acres in size. A permit for a new dwelling and septic system was issued in November 2023, which is currently in the final stages of construction.

Further background for this application and the previous application can be found in the Information Report presented on the March 3rd 2025 Committee meeting being [Planning Report PD-09-2025](#), the previous recommendation report presented to Committee on April 14th, 2025 being [Planning Report PD-15-2025](#) and the most recent information report [BLDG-08-2025](#) presented on October 14, 2025.

A public meeting was held on October 14th, where a number of residents provided comments mainly with concerns over flooding and drainage, soil quality and contamination.

CURRENT SITUATION:

Following the public meeting, Administration met with the applicants and their engineer to go over the proposed grading plan to ensure that there are no negative impacts to adjacent property owners. A few changes to the grading plan have been requested to address the concerns raised at the public meeting.

Administration is recommending approval of the site alteration application, subject to a number of conditions, including a security deposit, soil testing and entering a new site alteration agreement with the Township. The draft site alteration agreement is attached to this report in Schedule C.

The new grading plan prepared by Ashenhurst Nouwens provides grading and drainage on the site with will not create impacts to adjacent properties. Additionally, the requirement for soil testing will address the concerns regarding the quality of the material that has been brought to the site.

The applicants still have plans to plant an orchard in the rear yard, but do not plan on grading any of the property near the west end of the property, where it abuts a concerned neighbour.

FINANCIAL IMPLICATIONS:

Failure to comply with the Township's site alteration bylaw could lead to Administrative Monetary Penalties against the landowners until compliance is achieved. The owner has received penalty notices from the Township.

Under the Township's Site Alteration Bylaw, there are no mechanisms to appeal Council's decision and therefore are no potential appeal related costs.

The applicants provided to the Township a site alteration fee double the regular fee, according to the Township's fee bylaw, as work commenced prior to approvals being given.

INTER-DEPARTMENTAL COMMENTS:

West Lincoln Building & Septic

Building and Septic have attended the site and have provided comments that it would appear that there is sufficient material on-site to complete the grading work required for the house and septic system. Work on the dwelling and septic is nearing completion.

West Lincoln Engineering

The owners have now applied for and received approval of an entrance permit for an entrance that was altered as part of the site alteration.

As no new material is being trucked into the site, there are no further comments. Any existing silt fencing is to be monitored and maintained.

Niagara Peninsula Conservation Authority (NPCA)

The NPCA has previously provided comments indicating that they do not have regulated lands on the subject property and therefore they have no objections.

Region of Niagara

No comments have been received from the Region of Niagara at the time of writing this report.

PUBLIC COMMENTS

Several public comments were received as part of the public meeting mainly regarding drainage and soil quality. Administration has worked with the applicant to provide a grading plan that controls stormwater and drainage to not impact adjacent properties. Administration has also included a requirement for soil testing on the property in the site alteration agreement.

CONCLUSION:

The applicants due to a change in their engineering consultation and agent on the file

missed the 10 business day requirement to enter into a new site alteration agreement with the Township, post an additional \$10,000 security deposit and provide a new grading plan. They have now retained a new engineering firm and have re-applied to permit 119 loads of fill material that was already brought to the property in excess of their original permit.

Administration is recommending approval of the site alteration application, subject to the conditions outlined in this report.

SCHEDULES:

- A. Proposed Grading Plan
- B. Site Alteration Agreement Authorizing Bylaw
- C. Draft Site Alteration Agreement as condition of Approval

Prepared & Submitted by:

Approved by:

Ben Agro
CBO

Gerrit Boerema
Director, Growth and Sustainability

Truper McBride
CAO

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW NO. 2025-##

A BY-LAW TO AUTHORIZE A SITE ALTERATION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN AND SIKANDER GULACHA AND KARAM GULACHA, FOR LANDS LEGALLY DESCRIBED AS CONCESSION GORE A PART LOT 16 PART LOT 17 ROAD ALLOWANCE SOUTH GRIMSBY, WEST LINCOLN, MUNICIPALLY KNOWN AS 3118 GRASSIE ROAD, IN THE TOWNSHIP OF WEST LINCOLN.

WHEREAS the Corporation of the Township of West Lincoln deems it expedient to enter into a Site Alteration Agreement with Sikander Gulacha & Karam Gulacha for lands legally described as Concession Gore A Part Lot 16, Part Lot 17, Road Allowance, South Grimsby, municipally known as 3118 Grassie Road, in the Township of West Lincoln;

AND WHEREAS approval and authority for such Agreement is required;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN HEREBY enacts as follows:

1. THAT the Council of the Corporation of the Township of West Lincoln enter into a Site Alteration Agreement with Sikander Gulacha & Karam Gulacha for lands legally described as Concession Gore A Part Lot 16, Part Lot 17, Road Allowance, South Grimsby, municipally known as 3118 Grassie Road, in the Township of West Lincoln;
2. That the Mayor and Clerk be and each of them is hereby authorized to sign the said Site Alteration Agreement and any other document or documents necessary to implement the intent of this By-law and the said Site Alteration Agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto and deliver the same to the appropriate parties.
3. That a copy of the said Site Alteration Agreement and any supplementary Agreements, when executed by the said parties shall be attached hereto as "Schedule A", and shall form part of this By-law, upon registration on title.
4. And that Bylaw 2025-26 be and is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ##TH DAY OF NOVEMBER, 2025.

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

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

KARAM BIBI GULACHA & SIKENDER MOHAMED GULACHA.
(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 Gore A Part Lot 16, Part Lot 17, Road Allowance, municipally addressed as 3118 Grassie 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 the 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-##-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 1st, 2026** 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.

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 \$10,000 performance security to ensure that the site is graded and constructed to the satisfaction of the Township.

1.2.6 That the Owner provides certification that the fill contains no contaminants within the meaning of the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended.

1.3 The Owner agrees that the works described in clause 1.1 and 1.2 above will be completed on or before **June 1st, 2026**.

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 apply dust suppressant to minimize dust migration onto adjacent residential lands as required by By-law staff.

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

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** by way of cash or Letter of Credit 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 3.1, 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 engineers certificate, soil testing results) 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.

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

KARAM BIBI GULACHA, Owner

WITNESS

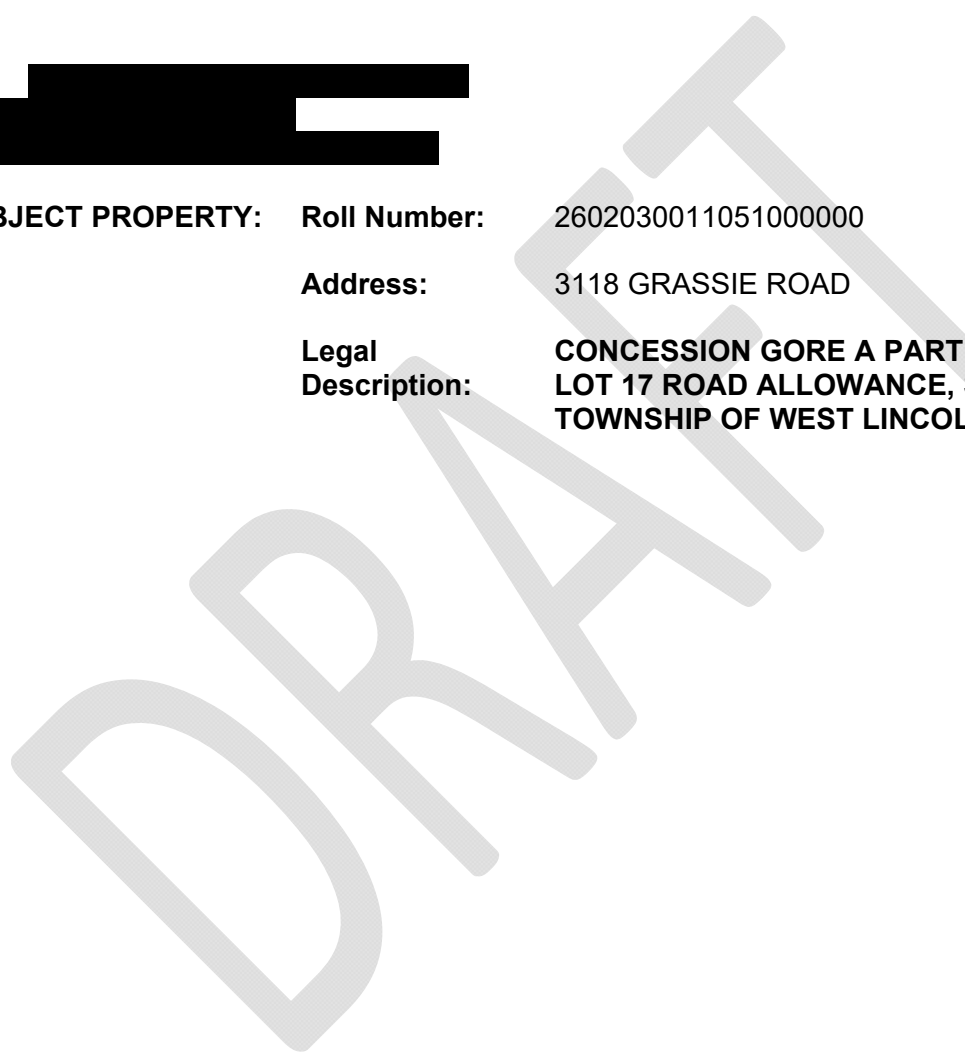
SIKENDER MOHAMED GULACHA, Owner

“APPENDIX A”

PROPERTY SUBJECT TO PERMIT

TO: [REDACTED]

SUBJECT PROPERTY: **Roll Number:** 2602030011051000000
Address: 3118 GRASSIE ROAD
Legal Description: **CONCESSION GORE A PART LOT 16 PART
LOT 17 ROAD ALLOWANCE, SOUTH GRIMSBY
TOWNSHIP OF WEST LINCOLN**



“APPENDIX B”

INSERT APPROVED GRADING PLAN

DRAFT

DATE: November 10, 2025

REPORT NO: PD-42-2025

SUBJECT: **Recommendation Report
Marz Homes (Smithville West) Inc. – Dunloe Site Alteration
File No. 3000-12-2025**

CONTACT: Gerrit Boerema, Director, Growth and Sustainability

OVERVIEW:

- An application for site alteration has been submitted by AJ Clarke and Associates on behalf of Marz Homes (Smithville West) Inc. to import 10,000 cubic metres of fill material to the Dunloe Draft Plan approved property.
- Marz Homes has entered into an agreement with the Region of Niagara to front end a 400 mm watermain from the Smithville Elevated Tank (water tower) to the intersection of Regional Road 20 and South Grimsby Road 5 to improve water supply to the northwest quadrant. The construction work is expected to start shortly.
- The project is expected to generate approximately 10,000 cubic metres of fill material which Marz Homes is requesting to stockpile on the Dunloe Draft Plan of Subdivision approved property, located on the west side of South Grimsby Road 5, north of the CPKC Rail Tracks.
- According to the Township’s Site Alteration Bylaw, site alteration over 1,000 cubic metres must have a public meeting and be approved by Council.
- Administration has already granted Marz Homes a site alteration permit for 1,000 cubic metres under the delegated authority the bylaw to not impact the timing of the watermain project.
- Administration is recommending that this application be supported with the condition that the applicant enter into a site alteration agreement with the Township.

RECOMMENDATION:

1. That, Recommendation Report PD-42-2025 titled “Marz Homes (Smithville West) Inc. Dunloe Site Alteration File No. 3000-012-25”, dated November 10, 2025, be received; and,

2. That, Council permit a site alteration permit for 10,000 cubic metres to be imported to the property, subject to the applicants entering into a site alteration agreement prior to the issuance of a permit; and,
3. That, Council pass a bylaw to Authorize the Mayor and Clerk to sign and enter into the site alteration agreement with the owners, as found in Schedule C

ALIGNMENT TO STRATEGIC PLAN:

Theme #

- **Strategic Responsible Growth**

BACKGROUND:

The Township has received an application for site alteration from AJ Clarke and Associates on behalf of Marz Homes (Smithville West) Inc. to permit the importation of 10,000 cubic metres of fill material to the Dunloe Draft Plan of Subdivision approved property.

The Dunloe property owned by Marz Homes (Smithville West) Inc. is a 14 acre parcel of land located on the west side of South Grimsby Road 5, north of the CPKC Railway tracks. The property received draft plan approval back in 2019, and extensions of draft plan approval in 2022 and 2024.

The Dunloe Draft Plan of Subdivision approved development, the Marz Thirve Draft Plan approved development and the P. Budd Developments Draft Plan approved development all require the installation of a new 400 mm regional watermain from the Smithville Elevated Tank (water tower) to meet the required water demands.

Marz Homes has recently entered into a front ending agreement with the Region to construct that 400 mm watermain from the elevated tank along Spring Creek Road and down South Grimsby Road 5 to Regional Road 20. It is expected that through the construction, there could be approximately 10,000 cubic metres of excess fill material.



CURRENT SITUATION:

Marz Homes has submitted this site alteration application to permit the excess soil from the 400 mm watermain project to be stockpiled on the Dunloe site, to be used as part of that future development.

AJ Clarke and Associates has provided a stock piling plan that contains sediment and erosion controls, as well as a new temporary entrance off of South Grimsby Road 5.

Site alteration over 1,000 cubic metres requires a public meeting and Council approval under the Township's site alteration bylaw. Administration has already issued a permit for 1,000 cubic metres for the site under the delegated authority.

FINANCIAL IMPLICATIONS:

Through the Township's 2025 Consolidated User Fees and Charges By-Law, Council approved the 2025 Planning User Fees which included a different fee structure for site alteration applications. This also included a larger fee for larger site alteration applications over 5,000 cubic metres to ensure greater enforcement and tracking of site alteration following the issuance of a permit. This fee has been collected.

Administration is also requesting a \$15,000 security deposit from Marz Homes to ensure the work is completed in accordance with the plan and to ensure the road is reinstated if damaged and if required. A portion of the road will be replaced regardless due to the watermain project.

INTER-DEPARTMENTAL AND PUBLIC COMMENTS:

This application has been circulated to internal departments as well as mailed to all residents within 120 metres of the subject property.

At the time of writing this report, the Township has not received any written public submissions.

The Township Operations Department is aware of this project and has processed an entrance permit for the new temporary entrance onto South Grimsby Road 5.

If approved by Council, this project would be monitored by the Manager of Development Engineering and the Chief Building Official to ensure compliance with the permit and agreement.

CONCLUSION:

Administration is recommending the approval of a site alteration permit for 10,000 cubic metres of material in order to help facilitate the 400 mm watermain project and to facilitate

the future Dunloe Draft Plan of Subdivision Development. This permit will be subject to conditions included in the site alteration agreement found attached to this report.

ATTACHMENTS:

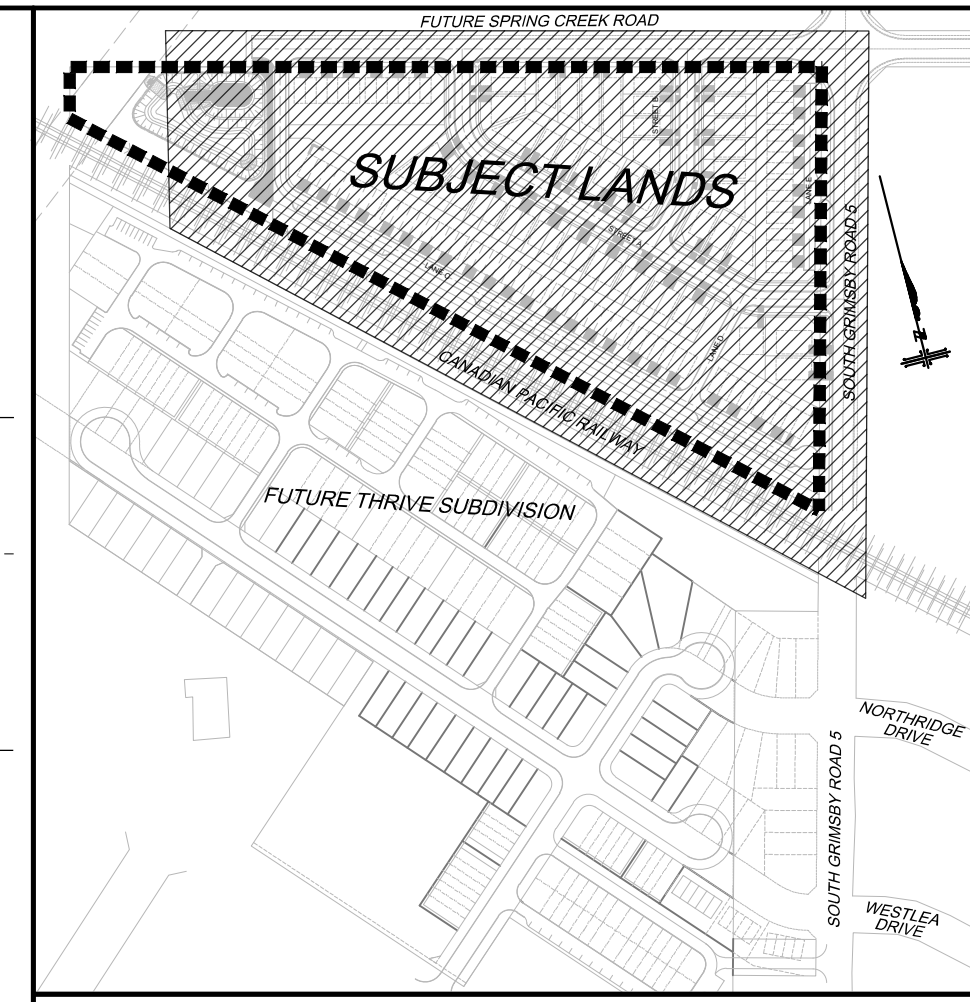
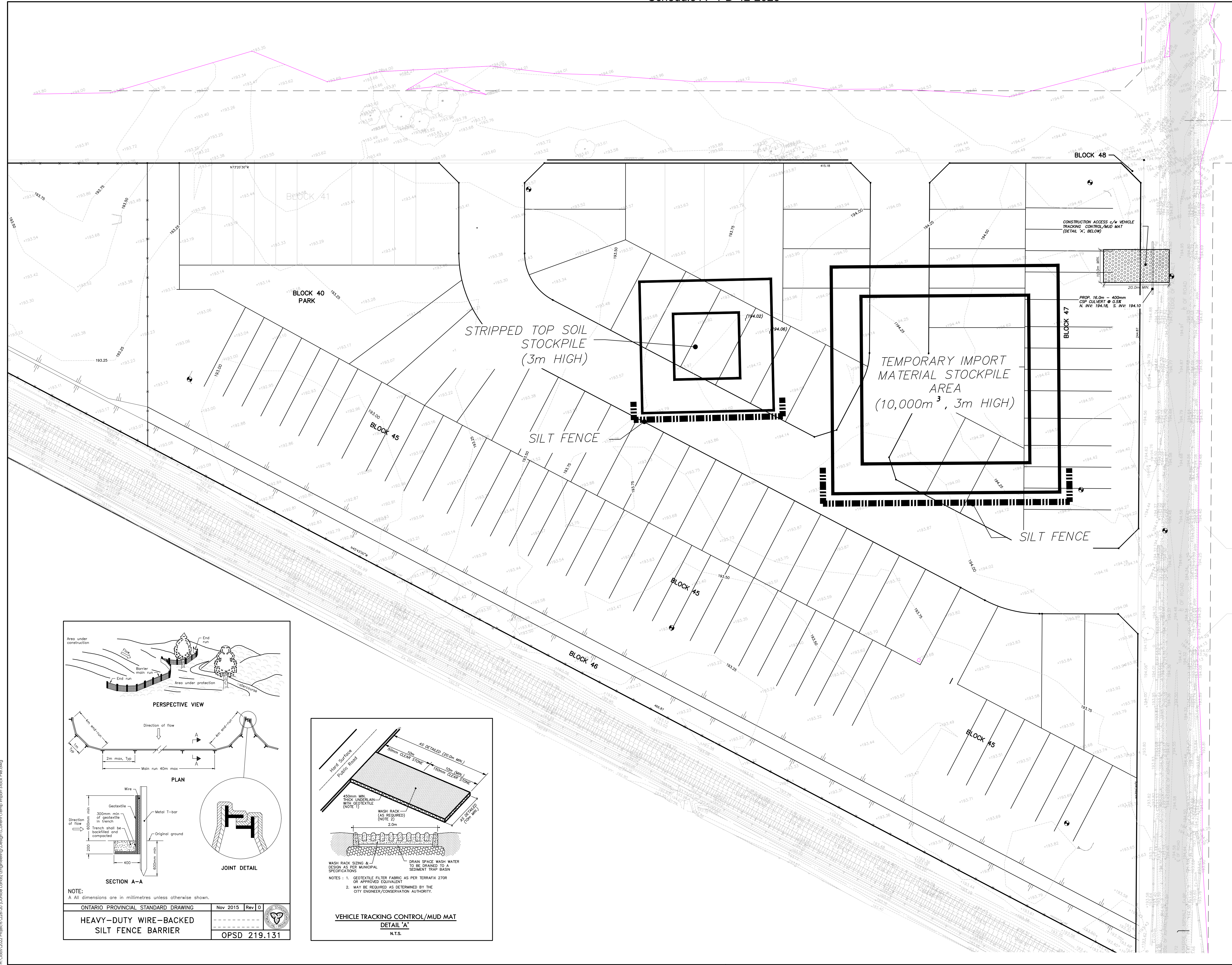
1. Schedule A – Stockpile Drawing
2. Schedule B – Draft Bylaw
3. Schedule C – Draft Site Alteration Agreement

Prepared & Submitted by:

Approved by:

**Gerrit Boerema
Director, Growth and Sustainability**

**Truper McBride
CAO**



KEY PLAN N.T.S.

BENCH MARK
 Township of Lincoln Benchmark No. 00819950241
 Elevation: 192.47 (CGVD: 1928/1978)
 Description: Located on the South side of Highway 20,
 1.2km East of Grimsby Regional Road No. 12
 and 0.45km West of Grimsby Regional Road No. 7

REVISIONS		
No.	Revision	By / Date
1.	First Submission	JWE Oct. 6/2025

- GENERAL NOTES**
- TENDERERS SHALL SATISFY THEMSELVES AS TO THE NATURE OF THE GROUND AND BID ACCORDINGLY.
 - ALL ROCK LINE INDICATIONS SHOWN ON THE PLAN MUST BE VERIFIED BY THE CONTRACTOR.
 - CONTRACTOR SHALL VERIFY LOCATIONS AND INVERTS OF ALL EXISTING SANITARY AND STORM SEWERS AND WATERMANS, PRIVATE SEWER DRAINS AND WATER SERVICES, GASMAINS, CABLE TV, HYDRO AND TELEPHONE DUCTS, ETC., AT START OF CONSTRUCTION.

ENGINEER

PROJECT OWNER:

NOT ISSUED FOR CONSTRUCTION

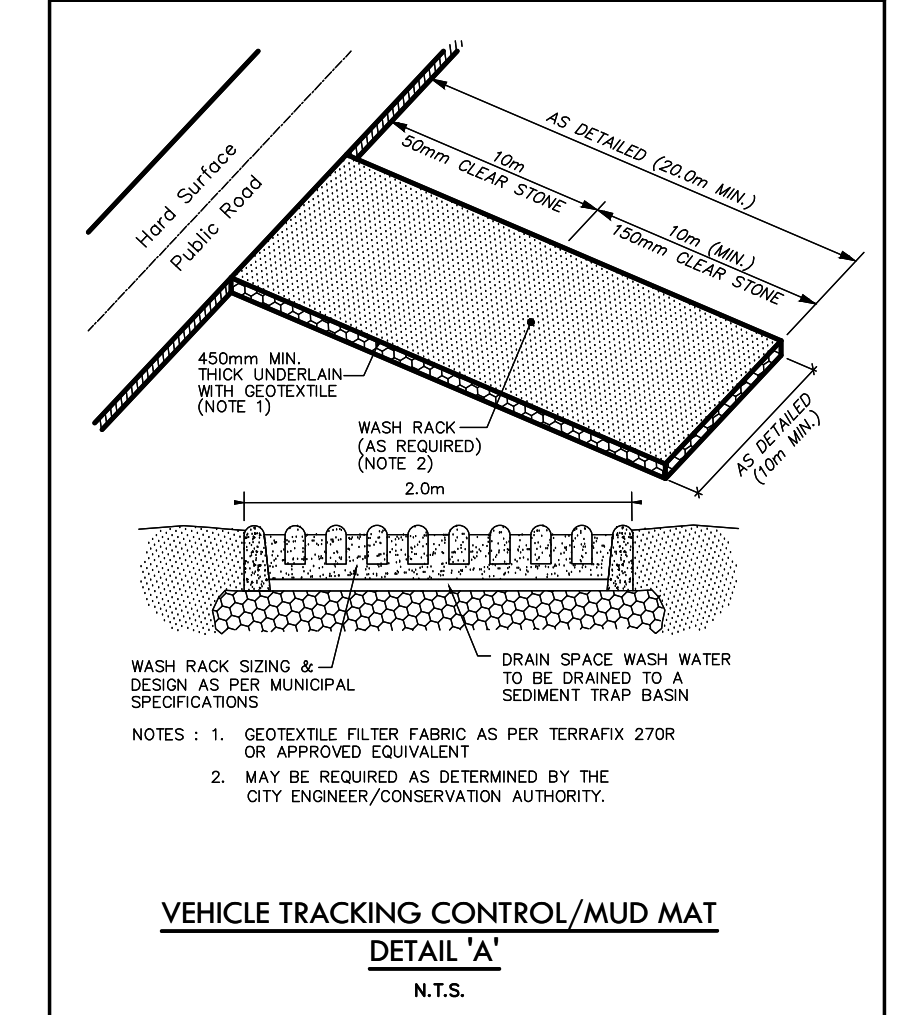
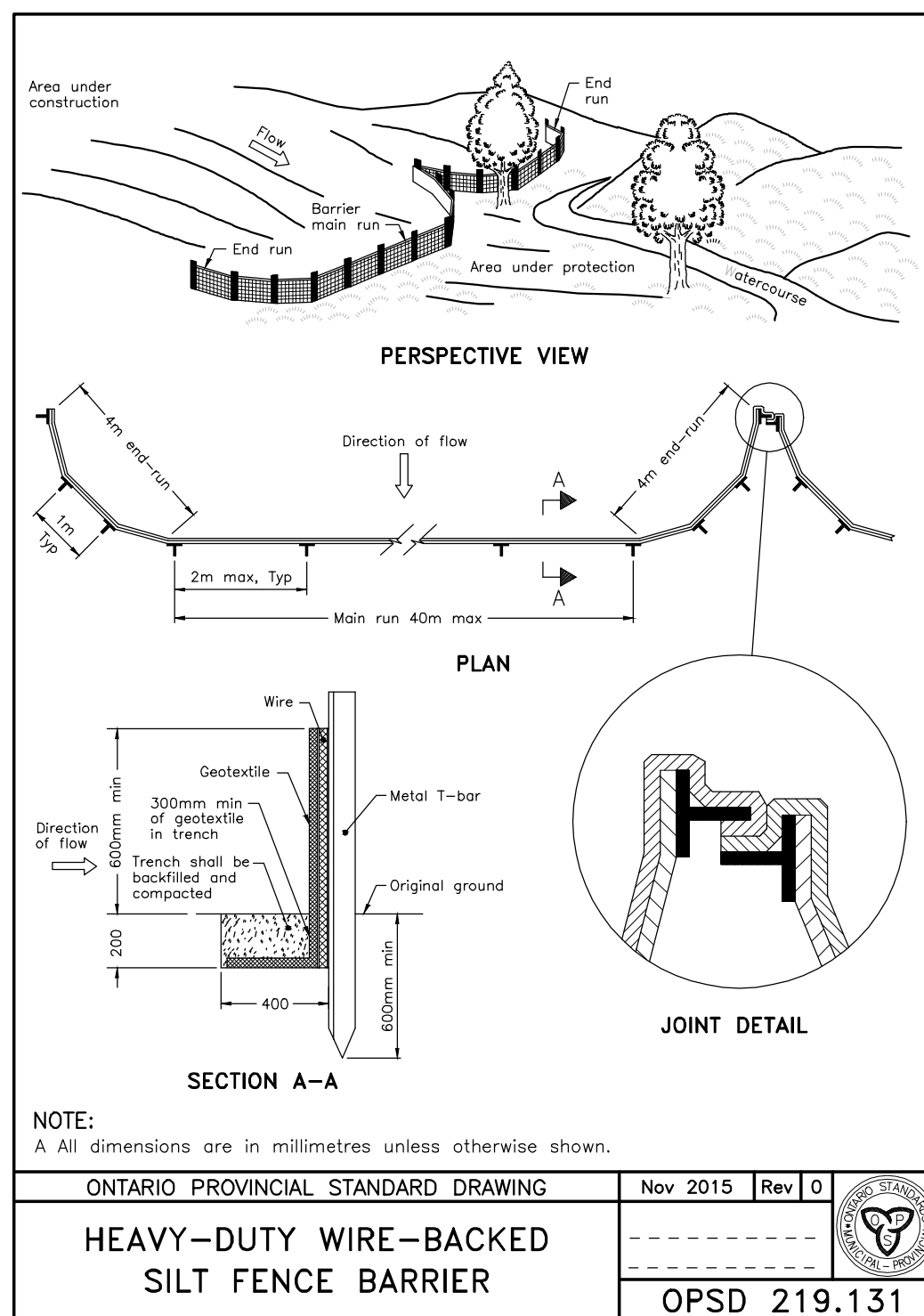
MUNICIPALITY:
 TOWNSHIP OF WEST LINCOLN
 (Smithville)

PROJECT NAME:
 MARZ DUNLOE LANDS

A. J. Clarke and Associates Ltd.
 SURVEYORS • PLANNERS • ENGINEERS
 25 MAIN STREET WEST, SUITE 300
 HAMILTON, ONTARIO L8P 1H1
 Tel: 905 528-8761 Fax: 905 528-2289
 email: ajc@ajclarke.com

TITLE:
 TEMPORARY FILL IMPORT STOCKPILE PLAN

SCALE: 1:500	DATE:
DESIGN: M.M.	DRAWN: J.W.E.
DWG: 228120	SHT: 1A



THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW NO. 2025-##

A BY-LAW TO AUTHORIZE A SITE ALTERATION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN AND MARZ HOMES (SMITHVILLE WEST) INC, FOR LANDS LEGALLY DESCRIBED AS LOT 7, PLAN M98, IN THE TOWNSHIP OF WEST LINCOLN.

WHEREAS the Corporation of the Township of West Lincoln deems it expedient to enter into a Site Alteration Agreement with Marz Homes (Smithville West) Inc., for lands legally described as Lot 7, Plan M98, In the Township of West Lincoln;

AND WHEREAS approval and authority for such Agreement is required;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN HEREBY enacts as follows:

1. THAT the Council of the Corporation of the Township of West Lincoln enter into a Site Alteration Agreement with Marz Homes (Smithville West) Inc., for lands legally described as Lot 7, Plan M98, in the Township of West Lincoln;
2. That the Mayor and Clerk be and each of them is hereby authorized to sign the said Site Alteration Agreement and any other document or documents necessary to implement the intent of this By-law and the said Site Alteration Agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto and deliver the same to the appropriate parties.
3. That a copy of the said Site Alteration Agreement and any supplementary Agreements, when executed by the said parties shall be attached hereto as "Schedule A", and shall form part of this By-law, upon registration on title.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24TH DAY OF NOVEMBER, 2025.

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

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

Marz Homes (Smithville West) Inc.
(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 Lot 7 on Plan M98, located on South Grimsby Road 5 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 is required pursuant to Council support, as outlined in Report PD-42-2025 to enter into a Site Alteration Agreement in accordance with the Site Alteration By-law following 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 **November 24, 2026** all placing or dumping, of fill onto the Property shall be completed in accordance with the Site Alteration By-law, the proposed engineered stockpile plan completed by AJ Clarke and Associates, and the Site Alteration Permit, unless an extension is approved by the Director of Growth and Sustainability in writing. The owner agrees that no more than 10,000 cubic metres shall be imported to the property under this agreement and site alteration permit. The owner further agrees that all previous site alteration permits issued by the Township for the subject property are no longer in effect and are replaced by this agreement and related site alteration permit.

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 a sediment and erosion control plan to the Township; 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 resulting from the site alteration with existing entrances or Township ditches and roads prior to release of the performance security; and

1.2.4 That no additional material, be permitted on site and that all soils brought to the site are tested in accordance with industry standards and the Township site alteration bylaw, and testing results be provided to the Township; and

1.2.5 That the Owner provides upon execution of this agreement, a \$15,000 performance security to ensure that the site is graded and constructed to the satisfaction of the Township and as a road damage deposit.

1.3 The Owner agrees that the works described in clause 1.1 and 1.2 above will be completed on or before **November 24, 2026**, 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 Operations and Infrastructure and/or By-law staff.
- 1.7 The Owner agrees to install mud mats 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 in accordance with the Township noise bylaw.
- 1.9 The Owner agrees to provide traffic control persons on site during the transporting of soil materials, if required.
- 1.10 The Owner shall provide on-site inspection by a qualified person, at the owners expense when soil importation is occurring. Daily reports shall be provided to the Manager of Development Engineering regarding the quantity and quality of material being imported.
- 1.11 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 sediment and erosion controls as shown on the stockpiling plan found in Appendix 'B'.

4.0 SITE ACCESS

4.1 The owner agrees to obtain any required Entrance Permits from the Township, if required.

5.0 SECURITY FOR PERFORMANCE

5.1 The Owner is to deposit with the Township at the time of execution of this Agreement a total security in the amount of **\$15,000.00** by way of cash or Letter of Credit. The security deposit will be returned upon completion of the site alteration project following a road inspection, and the certification of lot grading of the property, to the satisfaction of the Township) Security is required 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

Print Name:
I have the authority to bind the corporation

WITNESS

Print Name:
I have the authority to bind the corporation

“APPENDIX A”

PROPERTY SUBJECT TO PERMIT

TO: Marz Homes (Smithville West) Inc.

SUBJECT PROPERTY: Roll Number: 2602030012010010000

Address: South Grimsby Road 5

Legal Description: LOT 7, PLAN M96 TOWNSHIP OF WEST LINCOLN

DRAFT

“APPENDIX B”

INSERT APPROVED GRADING PLAN

DRAFT

DRAFT

DATE: November 10, 2025

REPORT NO: PD-40-2025

SUBJECT: Recommendation Report
Zoning By-law Amendment (Temporary Use) for 1185 Port Davidson Road (File No. 1601-008-25)

CONTACT: Robin Shugan, Senior Planner
Susan Smyth, Manager, Community Planning and Design

OVERVIEW:

- An application for a Temporary Use By-law to permit a Garden Suite has been submitted by Rudy Kerec (Owner).
- The applicant is requesting to temporarily permit a garden suite on the subject property municipally known as 1185 Port Davidson Road for maximum of 20 years.
- The subject property is designated as ‘Good General Agriculture’ and ‘Natural Heritage System’ in the Township’s Official Plan.
- The subject property is zoned as Agricultural ‘A’ and Environmental Protection ‘EP’ and Environmental Conservation ‘EC’ in the Township’s Zoning By-law 2017-70, as amended.
- The applicant is requesting to locate the garden suite 65 metres from the main dwelling unit, whereas 50 metres is the maximum distance allowed.
- Additionally, the applicant is requesting that the garden suite be located closer to the front lot line (220 metres) than the main dwelling unit (225 metres).
- The Planning Act under Section 39.1(1), permits garden suites and as a condition, Council requires a Temporary Use Agreement between the persons residing in the garden suite with the Township.
- Following a review of the application in accordance with Provincial and Local policies, and after considering input from the Committee, commenting agencies, and public comments, Planning Staff recommends approval of the application.

RECOMMENDATION:

1. That, Recommendation Report PD-40-2025, titled “Recommendation Report-Zoning By-law Amendment (Temporary Use) for 1185 Port Davidson Road (File No.1601-008-25)” dated November 10, 2025, be received; and,

2. That, the Application for the Zoning By-law Amendment File No. 1601-008-25 to rezone the Agriculture (A) to the site-specific Temporary Use T-XX to permit the use of Garden Suite for a maximum of 20 years contained in Schedule C, be approved in accordance with the attached amending Zoning By-law and Schedule, and that Council authorize the Mayor and Clerk to sign the necessary by-law.

ALIGNMENT TO STRATEGIC PLAN:

Theme #2 and 3

- Champion strategic and responsible growth
- Enrich our strong agricultural legacy

BACKGROUND:

A Temporary Use By-law Amendment application has been submitted by the Owner, Rudy Kerec for the lands municipally known as 1185 Port Davidson Road. The purpose of this report is to provide information and a recommendation for a Temporary Use By-law to permit a garden suite on the subject property. The application also proposes site-specific amendments to permit the proposed garden suite to be located 65 metres from the main dwelling unit as well as located approximately 5 metres closer to the front lot line than the main dwelling unit which is located 225 metres from the front property line.

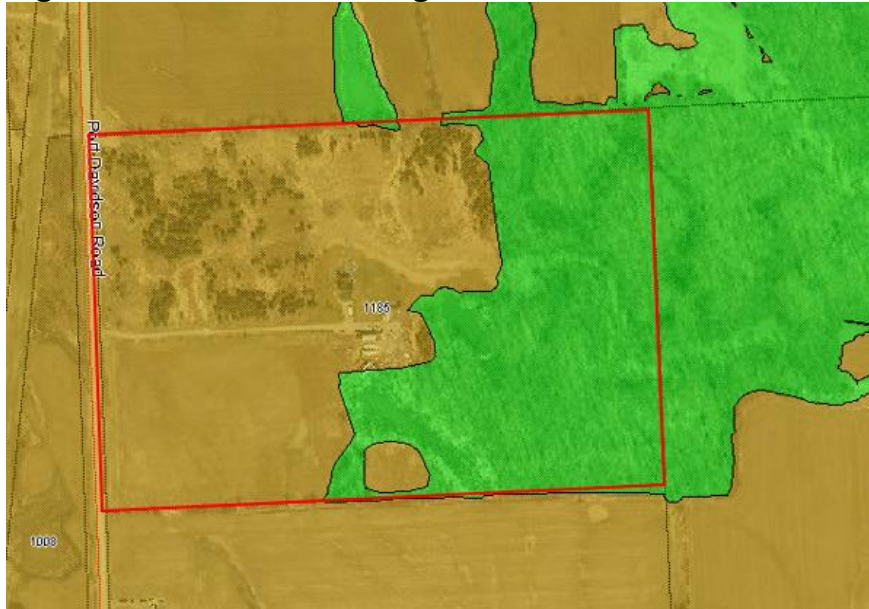
The subject property is located on the east side of Port Davidson Road and has a lot frontage of approximately 347 metres and a lot area of approximately 44 hectares. The subject property contains an existing single detached dwelling unit and several accessory buildings. The subject property contains a Provincially Significant Wetland (Beaver Creek Wetland Complex) and a regulated water courses. The proposed location of the Garden Suite is not located near these regulated environmental features.

Figure 1: Location of Subject Lands



The Township's Official Plan designates the property as 'Good General Agriculture' and 'Natural Heritage System'.

Figure 2: Official Plan Designation



The Township's Zoning By-law 2017-70, as amended, zones the property Agriculture (A), Environmental Conservation (EC) and Environmental Protection (EP).

Figure 3: Township's Zoning By-law



CURRENT SITUATION:

The proposed Temporary Use By-law application proposes to permit a garden suite with a maximum ground floor area of 57.5 square metres for a maximum of 20 years.

A garden suite is a one-unit detached residential structure containing a bathroom and kitchen facilities, ancillary to an existing main dwelling unit and is designed to be portable.

The application is also seeking for site-specific provisions for the garden suite to be 65 metres from the main dwelling unit whereas 50 metres is the maximum distance allowed and to be located 220 metres closer to the front lot line than the main dwelling unit of 225 metres.

Planning Analysis

The proposed Temporary Use By-law application was evaluated against the Provincial and Local policy framework as discussed below.

Planning Act, R.S.O. 1990, c. P.13

The *Planning Act* provides for a land use planning system led by Provincial policy, integrating provincial interests with municipal decision making, promoting sustainable economic development in a healthy natural environment and encouraging coordination among various interests.

The *Planning Act* identifies matters of Provincial interest that Council must consider in carrying out their legislative responsibilities, such as, but not limited to provisions for a full range of housing, including affordable housing. Decisions of Council must also be consistent with provincial planning statements and conform to provincial plans and municipal official plans that are in effect.

Section 39.1 of the *Planning Act* permits municipalities to pass temporary use provisions for Garden Suites for a maximum time period of 20 years. Section 39.1(1) may permit municipalities to require the owner of the suite to enter into an agreement with the municipalities for the temporary use of a garden suite and may regulate installation, maintenance, and removal of the garden suite as well as, the period of occupancy for those named within the agreement.

The proposed garden suite is a mobile home that will be portable and permitted for a maximum of 20 years and will be ancillary to the existing residential dwelling. The applicant will be subject to entering into a Temporary Use Agreement with the Township that will provide the specific clauses and conditions including the security deposit amount to permit the garden suite on the property.

It is of the opinion of Planning Staff that the proposed Temporary Use By-law complies with the *Planning Act* subject to the following analysis.

Provincial Planning Statement, 2024

The subject property is located in the Prime Agriculture Area under the Provincial Planning Statement, 2024. Section 2.2 of the PPS directs municipalities to provide a range and mix

of housing options to meet the needs of residents and support the economic well-being of residents. Garden suites are identified as an appropriate and flexible form of housing that can contribute to housing diversity within rural and agricultural areas.

The proposed garden suite provides an additional residential unit while maintaining the agricultural function of the property. The proposed garden suite is temporary and mobile in nature and will maintain prime agricultural lands for future use.

Section 2.6 of the PPS permits residential development in rural areas where site conditions are suitable for appropriate sewage and water services. The proposed garden suite will be serviced by a private septic system and private water supply.

It is of the opinion of Planning Staff that the proposed Temporary Use By-law is consistent with the policies of the PPS.

Township of West Lincoln Official Plan and Niagara Official Plan

Bill 23 has changed Niagara Region's role in land use planning and as of March 31, 2025, the Niagara Official Plan (NOP) is no longer a Regional Plan and is an Official Plan of the twelve area municipalities in Niagara. Therefore, the Township has considered the applicable policies of the NOP alongside the Township's Official Plan (OP) for the assessment to support the proposed garden suite.

The subject lands are designated 'Good General Agriculture' and 'Natural Heritage System.' The policies of the Good General Agriculture designation is to preserve and protect agricultural lands. The proposed Temporary Use By-law for a garden suite will not negatively affect any agricultural viability to the property as the dwelling unit is mobile and temporary for a maximum of 20 years. Furthermore, the location of the garden suite will continue to preserve and maintain current and future agricultural activity on the property.

The eastern portion of the subject property is designated 'Natural Environment' and contained a Provincially Significant Wetland (Beaver Creek Wetland Complex) as well as a regulated water feature. The proposed garden suite and private septic system is outside of the 'Natural Heritage System' designation and will not negatively impact the PSW, therefore maintaining the policies of the Township's Official Plan and Region's Official Plan.

Section 18.4 entitled *Temporary Use By-law* authorizes Council to pass Temporary Use By-laws for garden suites in accordance with *Planning Act*.

Section 18.4.2 entitled *Garden Suites* permits the use of garden suite subject to the consideration of the following; garden suite being temporary on the same lot as an existing dwelling, without the loss on the subject property of private outdoor amenity area, compatibility with the surrounding neighbourhood in terms of general form, privacy, shadowing and separation distance, adequacy of site access and on-site parking, not placed within the front yard of the lot or required front yard of the Zoning

By-law, no additional access provided from a public road, placement of unit is not exclusively removed from the existing dwelling, capable of accommodating an approved septic and water supply system if no municipal servicing, location in accordance with the Minimum Distance Separation (MDS) Formulas near livestock operations, and main dwelling unit and proposed garden suite are clustered in the same general location on the property.

The proposed garden suite is intended as a temporary residential use for a period of up to 20 years. The subject property contains an existing single detached dwelling which is located approximately 65 metres from the proposed unit. The subject property has a total area of approximately 44 hectares and provides ample space to maintain private outdoor amenity areas. The garden suite will utilize the existing driveway for access and will utilize the exiting water cistern and will install a new septic system. Given the generous lot size and the separation from adjacent properties, no adverse impacts related to privacy or shadowing are anticipated.

The property is not used for livestock operations, and the closest livestock operation is over 750 metres from the proposed garden suite, therefore, there are no MDS concerns.

The property contains the Beaver Creek Wetland and a regulated watercourse which causes limitations and constraints on where to appropriately locate the garden suite. Therefore, the proposed temporary use by-law seeks to locate the garden suite closer to the front lot line than the main dwelling unit. The existing dwelling unit is 225 metres from the front lot line, and the proposed garden suite is located 220 metres from the front lot line.

It is of the opinion of Planning Staff that the proposed Temporary Use By-law is consistent with the policies of the Township's Official Plan and policies of the Niagara Region Official Plan.

Township of West Lincoln Zoning By-law 2017-70, as amended

The subject property is zoned Agriculture (A), Environment Conservation (EC) and Environmental Protection (EP). The 'A' Zone permits the use of a single detached dwelling unit, accessory buildings and structures and an accessory dwelling unit.

The Agriculture Zone permits a garden suite as an accessory dwelling unit subject to the provisions of Section 3.1 (Table 1-1) of the Township's Zoning By-law. The Temporary Use By-law application is seeking site-specific relief to increase the maximum distance from the main dwelling to the garden suite from 50 metres to 65 metres. The intent of the maximum distance setback for an accessory building to the main dwelling is to cluster the accessory buildings, and to preserve agricultural land and open space and environmental features. The subject property currently contains several accessory structures, driveway with gravel parking, and storage area. The proposed garden suite will be located within the clustered area of accessory buildings

(approximately 27 metres).

Additionally, the application seeks relief to permit the garden suite to be located 5 metres closer to the front line than the main dwelling unit. The existing main dwelling unit is located 225 metres from the front line, and the garden suite is proposed to be located 220 metres from the front lot line. The intent of the front yard setback is to primarily establish property functionality, appropriate distance from municipal roads, outdoor amenity space, and parking. The proposed 220 metres setback will maintain characteristics of the neighbourhood, as surrounding dwelling units are located closer than 50 metres to the front lot line. The proposed setback will not negatively impact the functionality and parking on the property.

Furthermore, the proposed garden suite's location is constrained due to the existing accessory buildings, Beaver Creek Wetland and watercourses, as well as the location the existing septic tank and bed for the main dwelling.

It is of the opinion of Planning Staff that the proposed Temporary Use By-law complies with the provisions of the Township's Zoning By-law.

FINANCIAL IMPLICATIONS:

A \$5,000.00 security deposit will be obtained as part of this Temporary Use By-law application. This will be held by the Township until the temporary structure is removed. This money is held as security to ensure the use is removed after it is no longer needed.

INTER-DEPARTMENTAL COMMENTS:

Niagara Peninsula Conservation Authority (NPCA):

The subject lands are impacted by a Provincially Significant Wetland (Beaver Creek Wetland Complex) as well as a couple of watercourses that traverse through the property. The area of where the garden suite is proposed is located near a Provincially Significant Wetland. New accessory buildings are permitted within the 30 metre buffer to a wetland provided that a number of certain criteria are achieved. The proposed garden suite is 16 metres from the wetland. Based on the NPCA's review, the proposed garden suite is appropriate based on the existing site condition. New septic systems must maintain a minimum 15 metre buffer from a wetland, which has been met. NPCA work permits will be required. The NPCA is supportive of the Temporary Use By-law.

Township Fire, Building, Engineering

No comments

PUBLIC COMMENTS:

No public comments were received at the time of writing this report.

CONCLUSION:

Based on the above analysis, Planning Staff support the proposal of the Temporary Use By-law for a garden suite as it provides an additional form of housing, while maintaining and preserving prime agricultural lands, meets the requirements of the Planning Act, is consistent with the PPS, conforms to the Township's Official Plan and Niagara Region Official Plan. Therefore, it is recommended that the proposed Temporary Use By-law be enacted and passed by Council.

ATTACHMENTS:

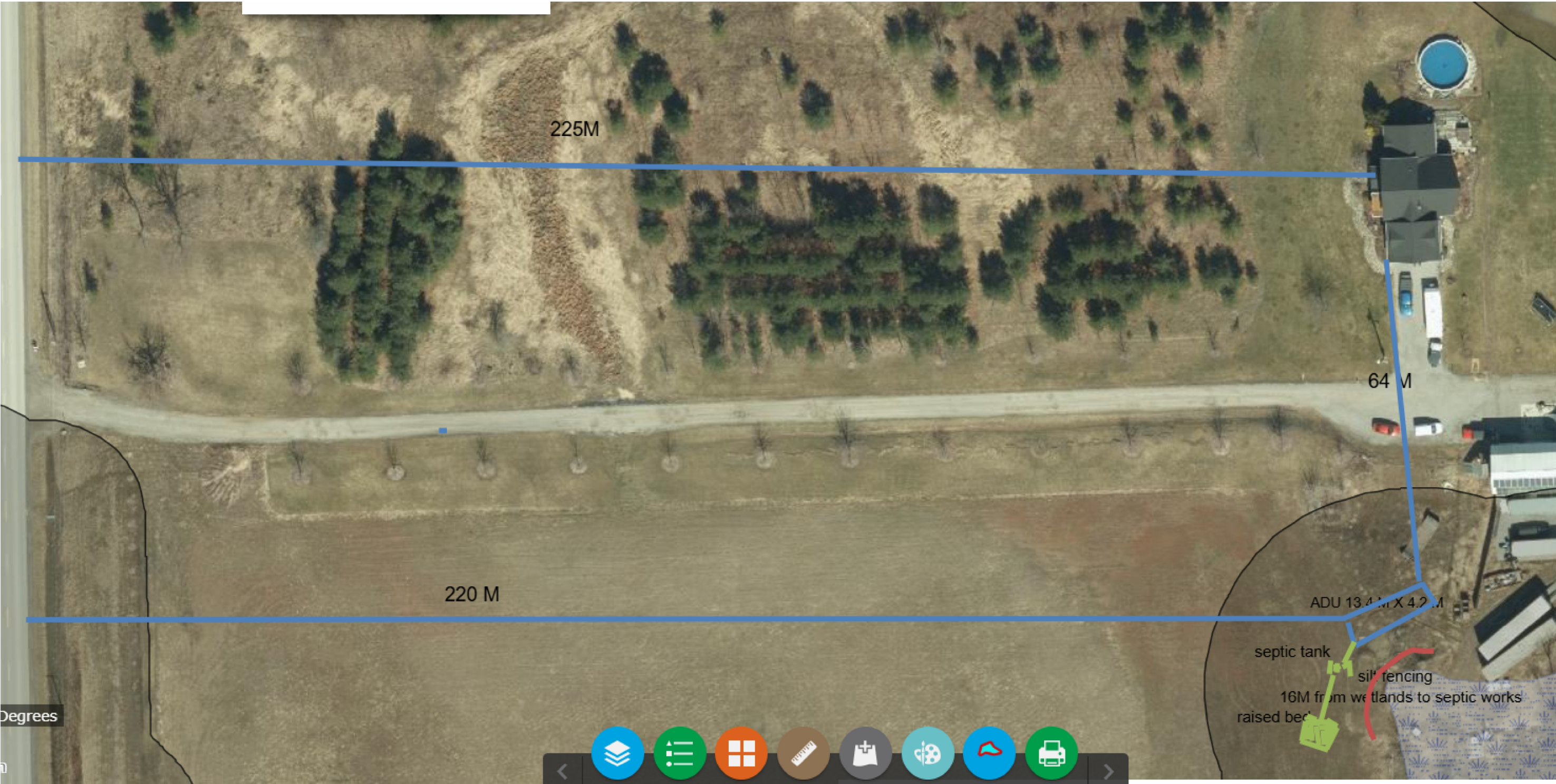
- Schedule A - Site Plan
- Schedule B - Complined Comments
- Schedule C - Zoning By-law and Schedule

Prepared & submitted by:
Robin Shugan
Senior Planner

Susan Smyth
Manager, Community Planning
and Design

Approved by:
Gerrit Boerema
Director, Growth and Sustainability

Truper McBride
CAO



September 19, 2025

Via Email Only

Stephanie Pouliot
Planner
Township of West Lincoln
318 Canborough St, P.O. Box 400
Smithville ON, L0R 2A0

NPCA File No.: PLZBLA202501252

Dear Ms. Pouliot,

**Re: Niagara Peninsula Conservation Authority (NPCA) Comments
Application for Zoning Bylaw Amendment
Township of West Lincoln: 1185 Port Davidson Road
Municipal File No.: 1601-008-25**

The NPCA has received a request to review the complete application in relation to a proposed garden suite. In response to this request, we offer the following comments.

The NPCA regulates watercourses, flood plains (up to the 100-year flood level), Great Lakes shorelines, hazardous land, valleylands, and wetlands under 'Ontario Regulation 41/24' of the 'Conservation Authorities Act'. The NPCA's 'Policies for Planning and Development in the Watersheds of the Niagara Peninsula Conservation Authority' (NPCA policies) provides direction for managing NPCA regulated features. The subject lands are impacted by a Provincially Significant Wetland (the Beaver Creek Wetland Complex) as well as a couple watercourses that traverse the property.

Zoning Bylaw Amendment

A Zoning Bylaw Amendment is required to facilitate the development of the Garden Suite, which proposes to permit the Garden Suite for a period of up to twenty years. This would adjust the zoning to a temporary use of the structure with a maximum floor area no greater than 57.5 m². The NPCA advises that this area for the proposal is near a Provincially Significant Wetland. Applicable Policies of this Authority apply. In accordance with NPCA Policy 8.2.3, 4), new accessory buildings are permitted within the 30-metre buffer to a wetland provided a certain number of criteria are achieved. The NPCA has received a site plan indicating that the proposal is located 16 metres to the wetland. Based off our reviews, the NPCA is of the opinion that this is appropriate based on existing site conditions. Furthermore, new septic systems must maintain at minimum a 15-metre buffer from a wetland. The setback for the new septic system is also met based off the site plan.

The applicant shall be aware that an NPCA Works Permit will be required for the project, upon the approval of any Planning Act Applications and prior to the commencement of any works on site. Applicable fees will apply.

Conclusion

In summary, the NPCA is supportive of the Temporary Use Zoning Bylaw Amendment for the subject lands. The applicant should be aware that any future proposals on these lands will require review and approval by our Agency.

I trust the above will be of assistance to you. Should you have any further questions or require further information in this matter, please do not hesitate to call. For administrative purposes, please forward any decisions and resolutions of your Council. In the event of an appeal to the Ontario Land Tribunal (OLT) please send notice of any Case Management Conference.

Please send a copy of any Staff Reports and/or Council recommendations once they are available. If you have any questions, please let me know.

Thank you,



Taran Lennard
Watershed Planner II
(905) 788-3135 ext. 277
tlennard@npca.ca



RE: PUBLIC MEETING NOTICE -1185 Port Davidson Road -Kerec -Zoning Bylaw Amendment (File No. 1601-008-25)

From Jennifer Bernard <jbernard@westlincoln.ca>
Date Tue 2025-09-16 2:24 PM
To Stephanie Pouliot <spouliot@westlincoln.ca>

Hi Stephanie,

I have no comments to provide on this application.

Thanks,
Jenn



Jennifer Bernard | Manager, Civil Land Development

Township of West Lincoln

T 905-957-3346 ext 6732
E jbernard@westlincoln.ca
W www.westlincoln.ca

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From: Stephanie Pouliot <spouliot@westlincoln.ca>
Sent: September 5, 2025 4:28 PM
To: Jennifer Bernard <jbernard@westlincoln.ca>; Ben Agro <bagro@westlincoln.ca>; Taf Tsuru <ttsuro@westlincoln.ca>; Barb Behring <bbehiring@westlincoln.ca>; Ray Vachon <rvachon@westlincoln.ca>; Tim Hofsink <thofsink@westlincoln.ca>; 'Lyle Killins' <lkillins@live.com>; Justin Paylove <jpaylove@westlincoln.ca>; Barb Hutchinson <BHutchinson@westlincoln.ca>; Cynthia Summers <csummers@westlincoln.ca>; Lisa Kasko-Young <lyoung@westlincoln.ca>; Sarah Petrina <spetrina@westlincoln.ca>; Beth Audet <baudet@westlincoln.ca>
Cc: Gerrit Boerema <gboerema@westlincoln.ca>; Susan Smyth <ssmyth@westlincoln.ca>; Robin Shugan <rshugan@westlincoln.ca>; Jeni Fisher <jfisher@westlincoln.ca>; Truper McBride <tmcbride@westlincoln.ca>; DL-Council Members <DL-CouncilMembers@westlincoln.ca>
Subject: PUBLIC MEETING NOTICE -1185 Port Davidson Road -Kerec -Zoning Bylaw Amendment (File No. 1601-008-25)

Good Afternoon Everyone,

Please find attached the public notice for a Zoning Bylaw Amendment (Temporary Use By-Law) to temporarily permit a garden suite on the subject property for a maximum of 20 years.

We would appreciate any written comments for the staff report be submitted no later than 4pm on Friday, October 3rd.

If you have any questions or concerns, please feel free to reach out.

Kind regards,
Stephanie



Stephanie Pouliot | Planner

Township of West Lincoln

T [905-957-3346 ext. 5140](tel:905-957-3346)
E spouliot@westlincoln.ca
W www.westlincoln.ca

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**THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
BY-LAW NO. 2025-XX**

**A BY-LAW TO AMEND ZONING BY-LAW NO. 2017-70, AS AMENDED,
OF THE TOWNSHIP OF WEST LINCOLN**

WHEREAS the Township of West Lincoln Council is empowered to enact this By-Law by virtue of the Provisions of Section 34 of the Planning Act, 1990, as amended;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN HEREBY ENACTS AS FOLLOWS:

1. THAT, Schedule 'A' Map 'E5' to Zoning Bylaw No. 2017-70, as amended, is hereby amended by changing the zoning on CON 2 PT LOT 5 RP 30R508; PART 1, West Lincoln, municipally known as 1185 Port Davidson Road, shown on Schedule 'A', attached hereto and forming part of this By-law.
2. THAT, Map 'E5' to Schedule 'A' to Zoning By-law No. 2017- 70, as amended, is amended by changing the zoning on the subject lands shown on Schedule 'A', attached hereto and forming part of this By-law from lands zoned Agricultural (A) to Agriculture Zone with a site specific temporary use 'A(T-17)' Zone and maintaining the Environmental Conservation (EC) Zone and Environmental Protection (EP) Zone.
3. THAT, Part 6 of the Zoning By-law 2017-70, as amended, is hereby amended by adding the following to Part 13.3:

Temporary Use Provision	Map #	Parent Zone(s)	Property Description	Permitted Temporary Use	Regulations	Start Date	Expiry Date
T-17	E5	Agriculture (A), Environmental Protection (EP), Environmental Conservation (EC)	Con 4; PT Lot 11	Garden Suite	As per the parent Zone except the following: Minimum distance from front lot line 220 metres Maximum distance from main dwelling 65 metres	December 8, 2025	December 8,2045

6. THAT, all other provisions of By-law 2017-70 continue to apply.
7. THAT, this By-law shall become effective from and after the date of passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ____

DAY OF _____, 2025.

MAYOR CHERYL GANANN

JUSTIN PAYLOVE
MANAGER, LEGISLATIVE SERVICES/CLERK

DRAFT

EXPLANATION OF THE PURPOSE AND EFFECT OF BY-LAW NO. 2025-XX

Location:

The subject property is located on the east side of Port Davidson Road

Subject lands are legally described CON 2 PT LOT 5 RP 30R508; PART 1, West Lincoln, municipally known as 1185 Port Davidson Road

Purpose & Effect:

To permit a garden suite for a maximum of 20 years.

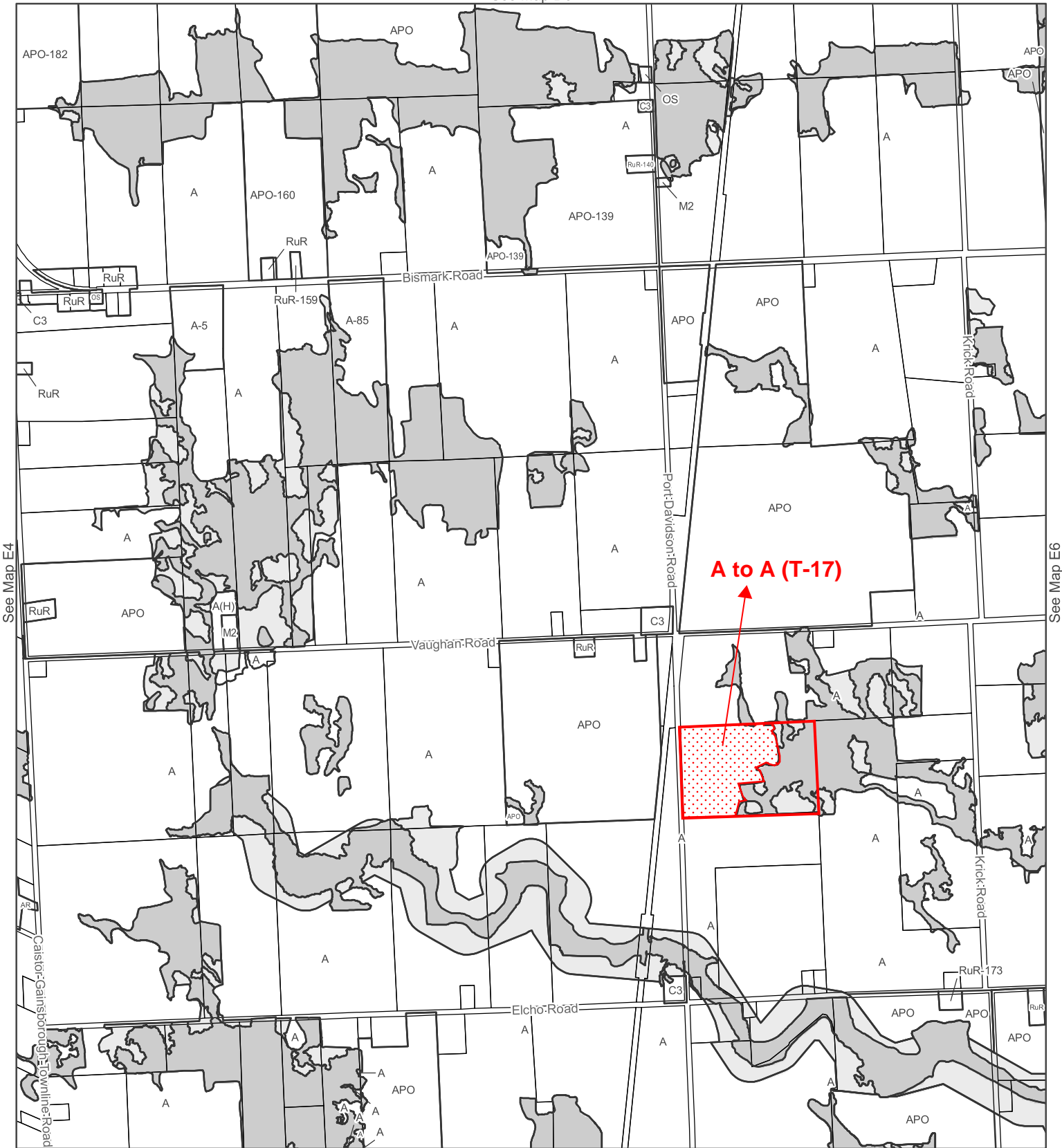
- Minimum setback from front line 220 metres
- Maximum distance from main dwelling unit 65 metres

Public Consultation:

The Public Meeting was held on November 10, 2025. All written and oral comments have been considered in the making of the decision by Council. Agency comments regarding this application have been included in the amending By-law.

File: ZBA 1601-008-25 (1185 Port Davidson Road)

DRAFT



See Map E4

See Map E6

Township Key Map

A1	A2	A3	A4	A5					
B1	B2	B3	B4	B5	B6				
C1	C2	C3	C4	C5	C6	C7	C8	C9	C10
D1	D2	D3	D4	D5	D6	D7	D8	D9	D10
E1	E2	E3	E4	E5	E6	E7	E8	E9	
F1	F2	F3	F4	F5	F6	F7			

Smithville Key Map

S1	S2	S3
S4	S5	S6
S7	S8	S9

- Settlement Area Boundary
- Zone Boundary
- EC
- EP
- Waste Management Facility Assessment Area

Township of West Lincoln
 Schedule A
 Zoning By-law No. 2017-70
 Map
E5

1:20,000
 0 500 m
 Last Updated: July 2019

DATE: November 10, 2025

REPORT NO: BLDG-09-2025

SUBJECT: **Recommendation Report**
Site Alteration Application 8427 Concession 5
File No.3000-006-25

CONTACT: Gerrit Boerema, Director, Growth and Sustainability
Ben Agro, Chief Building Official

OVERVIEW:

- An application for a site alteration permit has been submitted by Vincent Wayne Dutton and Maria Dutton, property owners of 8427 Concession 5, Caistor Centre to permit 2,200 cubic meters of aggregate material that the owners recently brought to the subject property and stockpiled base for a future barn.
- The applicant has stated that the aggregate material is for a new driveway and a base for a proposed new barn, however, at the time that the material was imported, the Township did not have permits for either driveway or barn.
- A public meeting was held on October 14, 2025. No members of the public or Council offered any objections.
- Based on the review of the application, and that the material will be used for building and driveway construction, Administration is recommending that the application for site alteration be approved, subject to a site alteration agreement, found attached to this report.

RECOMMENDATION:

1. That, Recommendation Report BLDG-09-2025 titled “Site Alteration Application – 8427 Concession 5, Caistor Centre File No. 3000-006-25”, dated November 10, 2025 be received; and,
2. That, the application for site alteration for the aggregate fill material be accepted, and,
3. That, Council permit the 2200 cubic metres (220 loads) of material that has already been imported to the property, subject to the applicants entering into a site alteration agreement within 20 business days of Council’s decision; and,
4. That, such an agreement with the Township requires the material to be used for the driveway and proposed building; and,

5. That, Council pass a bylaw to Authorize the Mayor and Clerk to sign and enter into the site alteration agreement with the owners, as found in Schedule C

ALIGNMENT TO STRATEGIC PLAN:

Theme #

- **Champion strategic and responsible growth**

BACKGROUND:

An application for site alteration has been submitted by Vincent Wayne Dutton and Maria Dutton, property owners of 8427 Concession 5, Caistor Centre.

The subject property is just over 40 acres in size and contains a dwelling and a number of accessory buildings. A portion of the land appears to be farmed, while most of the property is regulated by the conservation authority

The owners stockpiled approximately 2,200 cubic meters (or 220 truckloads) of aggregate material on the property. The location of the material stockpiled can be found in Schedule A. Pictures taken of the material in June can be found in Schedule B to this report. This material was sourced from the GFL landfill in Stoney Creek and is clean aggregate material. They have also now applied for an entrance permit and a storage building permit for the property.

The Township's Site Alteration Bylaw 2016-41, as amended, requires a public meeting and requires Council approval for site alteration over 1,000 cubic metres of material.

A public meeting was held on October 14, 2025. No public comments were received and there were no objections raised by Committee.

CURRENT SITUATION:

Administration has completed its review and is recommending that the 2,200 cubic metres (220 loads) of aggregate material already brought ton the property be permitted, subject to a site alteration agreement as found attached to this report.

FINANCIAL IMPLICATIONS:

The applicant was required to pay double the permit fee due to work commencing prior to the appropriate permits being in place. Additional security will be required as part of the driveway and entrance permit and the future permit for the building.

INTER-DEPARTMENTAL & AGENCY COMMENTS:

West Lincoln Building & Septic

A building permit application has now been submitted for the proposed new building, however, zoning setback issues have been identified which will require either revisions to the plan or a variance. A security deposit will be collected at the time of building permit issuance.

West Lincoln Engineering

The applicant has submitted an entrance permit application which has now been approved. If any additional materials are proposed for the site, the applicant is required to submit to the Township a truck haul route utilizing regional roads to access the site. The Township Road will need to be inspected before and after any site alteration for damage. A road damage deposit will also be required if any additional material is brought to the site.

Niagara Peninsula Conservation Authority (NPCA)

The Township has not received comments back from the NPCA at the time of writing this report, however, the site alteration is not within an NPCA regulated area and the proposed building is also not within the NPCA regulated area.

PUBLIC COMMENTS

No public comments were received as part of the public meeting.

CONCLUSION:

An application for site alteration has been submitted to permit the already stockpiled aggregate material fill of 2,200 cubic meters (220 loads) plus an additional 1000 cubic meters of aggregate material for the proposed new driveway and proposed new barn.

Administration is recommending support of the site alteration, subject to the applicant entering into a site alteration agreement with the Township, as found in Schedule B of this report.

ATTACHMENTS:

- Schedule A – Site Plan Drawing
- Schedule B – Site Alteration Bylaw
- Schedule C – Site Alteration Agreement

Prepared & Submitted by:

Ben Agro
Chief Building Official

Gerrit Boerema
Director, Growth and Sustainability

Approved by:

Truper McBride
CAO

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW NO. 2025-##

A BY-LAW TO AUTHORIZE A SITE ALTERATION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN AND WAYNE VINCENT DUTTON AND MARIA DUTTON, FOR LANDS LEGALLY DESCRIBED AS CONCESSION 6 PART LOT 10 IN THE FORMER TOWNSHIP OF CAISTOR, IN THE TOWNSHIP OF WEST LINCOLN, MUNICIPALLY KNOWN AS 8427 CONCESSION 5 ROAD.

WHEREAS the Corporation of the Township of West Lincoln deems it expedient to enter into a Site Alteration Agreement with Wayne Vincent Dutton and Maria Dutton, for lands legally described as Concession 6 Part Lot 10 in the former Township of Caistor, in the Township of West Lincoln, Municipally known as 8427 Concession 5 Road;

AND WHEREAS approval and authority for such Agreement is required;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN HEREBY enacts as follows:

1. THAT the Council of the Corporation of the Township of West Lincoln enter into a Site Alteration Agreement with Wayne Vincent Dutton and Maria Dutton, for lands legally described as Concession 6 Part Lot 10 in the former Township of Caistor, in the Township of West Lincoln, Municipally known as 8427 Concession 5 Road;
2. That the Mayor and Clerk be and each of them is hereby authorized to sign the said Site Alteration Agreement and any other document or documents necessary to implement the intent of this By-law and the said Site Alteration Agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto and deliver the same to the appropriate parties.
3. That a copy of the said Site Alteration Agreement and any supplementary Agreements, when executed by the said parties shall be attached hereto as "Schedule A", and shall form part of this By-law, upon registration on title.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24TH DAY OF NOVEMBER, 2025.

MAYOR CHERYL GANANN

JUSTIN PAYLOVE, CLERK

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

Wayne Vincent Dutton and Maria Dutton
(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 6 Part Lot 10 in the former Township of Caistor, in the Township of West Lincoln, municipally known as 8427 Concession 5 Road, 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 is required pursuant to Council support, as outlined in Report PD-42-2025 to enter into a Site Alteration Agreement in accordance with the Site Alteration By-law following 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, all placing or dumping, of fill onto the Property has been completed in accordance and that no further site alteration will occur, unless otherwise approved under the Township's Site Alteration By-law. The owner further agrees that all material imported to the site will be used for the construction of the driveway and proposed building, and that not further placed on agricultural lands.

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 a sediment and erosion control plan to the Township; 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 resulting from the site alteration with existing entrances or Township ditches and roads prior to release of the performance security; and

1.2.4 That no additional material, be permitted on site and that all soils brought to the site are tested in accordance with industry standards and the Township site alteration bylaw, and testing results be provided to the Township; and

1.3 The Owner agrees that all works have been completed and that no further site alteration is permitted under 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.

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 stockpiling plan and grading plans associated with the proposed building, as identified as "Appendix B" to this agreement.

4.0 SITE ACCESS

4.1 The owner agrees to obtain any required Entrance Permits from the Township, if required.

5.0 SECURITY FOR PERFORMANCE

5.1 The Owner is to deposit with the Township at the time of execution of this Agreement a total security in the amount of **\$0.00** by way of cash or Letter of Credit. The security deposit will be returned upon completion of the site alteration project following a road inspection, and the certification of lot grading of the property, to the satisfaction of the Township) Security is required 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

Print Name:
I have the authority to bind the corporation

WITNESS

Print Name:
I have the authority to bind the corporation

“APPENDIX A”

PROPERTY SUBJECT TO PERMIT

TO: WAYNE VINCENT DUTTON AND MARIA DUTTON

SUBJECT PROPERTY: Roll Number: 2602010002299000000
Address: 8427 CONCESSION 5 RD
Legal Description: CON 6 PT LOT 10, FORMER TOWNSHIP OF CAISTOR, TOWNSHIP OF WEST LINCOLN

DRAFT

“APPENDIX B”

INSERT APPROVED GRADING PLAN

DRAFT

DRAFT