



**SITE ALTERATION PERMIT**  
**AGREEMENT("SAPA")**

**ADDRESS:** \_\_\_\_\_

**PERMIT NO.** \_\_\_\_\_

**THIS SAPA** made this date \_\_\_\_\_

**BETWEEN:**

\_\_\_\_\_  
(hereinafter called the "Owner")

-and-

\_\_\_\_\_  
(hereinafter called the "Permit Applicant")

-and-

**THE CORPORATION OF THE TOWN OF OAKVILLE**  
(hereinafter called the "Town")

**WHEREAS** the Town Council for the Town of Oakville has passed By-Law 2023-047 commonly referred to as the "Site Alteration By-law" to amongst other things regulate site alterations and require tree protection including the requirement to obtain a site alteration permit when undertaking a site alteration as defined in the Site Alteration By-Law;

**AND WHEREAS** the Site Alteration By-law provides that the Director of Transportation & Engineering of the Town or designate( the "Director") may issue a site alteration permit subject to, amongst other things, requiring the owner of the lands prior to the issuance of a permit to enter into the Site Alteration Agreement, in form and content, as set out in Schedule G of the Site Alteration By-law and containing such other provisions, as the Director considers necessary to ensure that the site alteration concerned is done in accordance with the Site Alteration By-Law requirements and the prevailing Town of Oakville design standards and proper engineering principles.

**AND WHEREAS** the Director considers the entering into of such a Site Alteration Agreement required in this case which Agreement is hereinafter referred to as the Site Alteration Permit Agreement (“SAPA”);

**NOW THEREFORE THIS SAPA WITNESSETH THAT** in consideration of the covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. The site affected by this SAPA (hereinafter referred to as the “subject lands”) are known municipally as \_\_\_\_\_, Oakville Ontario.
2. If a person other than the Owner, hereinafter called a “Permit Holder”, executes this Agreement he/she acknowledges and agrees that he/she is doing so on behalf of both the Owner and him/herself and with the full knowledge and consent of the Owner.
3. Further if a Permit Holder executes this Agreement on behalf of the Owner, the Permit Holder acknowledges and agrees for the Permit Holder and the Owner that the Town would not have issued the applicable Site Alteration Permit nor have accepted this Site Alteration Agreement executed by the Permit Holder without the express representation in Section 2 hereof that the Permit Holder was doing so with the full knowledge and consent of the Owner to do so and with the full knowledge of the Owner of the covenants being agreed to in the Owner’s name that are hereinafter set out in this Agreement.
4. The Owner and Permit Holder hereby acknowledge and agree the Town is entitled to enforce this agreement against the Owner, the Permit Holder if not the Owner, and any and all subsequent owners of the subject lands.
5. This SAPA is a condition of the Site Alteration Permit applied for and issued as Permit No \_\_\_\_\_ (hereinafter referred to as the “Permit”)
6. The Owner and Permit Holder agree that the Permit shall expire six (6) months after the date of issuance of the Permit if no substantive work is commenced under the Permit.
7. Should any Permit which has’ expired be renewed under the Site Alteration By-Law then this SAPA shall apply to such renewed Permit
8. Should the title to the “subject lands” be transferred to a new owner while the Permit remains in effect including as renewed, then the Owner and/or Permit Holder hereby acknowledge and agree that on such transfer the Permit shall be deemed to be automatically expired as of the date of transfer, the securities posted thereunder forfeited to the Town and the Permit closed within 30 days of the date of transfer.
9. Despite Section 8 above, the then expired permit may be renewed by the new owner at the sole discretion of the Director, or designate, within 30 days of the date of transfer if the new Owner provides the Town with a written undertaking to be bound by the provisions of this Agreement, comply with this Agreement and comply with all the conditions under which the expired permit was issued and the new owner provides any necessary securities as determined by the Director or designate to the Town.
10. Subject to Section 9 above, if a permit has expired or been cancelled or revoked after work has commenced and prior to the completion of the site alteration, the then current Owner shall forthwith restore the site to its original condition or stabilize the site to the satisfaction of the Director in a manner that will prevent adverse impacts on abutting properties and the environment.

11. The Owner and Permit Holder, if not the Owner, hereby covenant to comply with all the criteria set out for issuance of the Permit in Sections 6.1 and 6.2 of the Site Alteration By-Law in carrying out the work under the Permit.
  12. The Owner and Permit Holder, if not the Owner, hereby covenant to comply with all General Regulations and Conditions in the Site Alteration By-Law as amended from time to time including but not limited to those conditions and regulations in Sections, 7.1 8.1, 8.2, 8.3, and 8.4, and to comply with all the requirements of the Schedules to the By-law and to comply with all the Conditions on the Permit.
  13. The Owner and Permit Holder, if not the Owner, hereby covenant to provide any security(ies) for the Owner's obligations under the Site Alteration By-law, as the Director considers necessary to ensure that the site alteration is done in accordance with the approved Site Alteration Plan, the requirements of the By-Law and the prevailing Town of Oakville design standards and proper engineering principles and the requirements of the Site Alteration By-Law .
  14. The Owner and Permit Holder, if not the Owner, hereby further covenant that any security(ies) posted under the Permit and section 13 hereof is/are forfeited to the Town if the site is transferred to another owner before the site alteration under the Permit is properly and fully completed and the Permit is closed.
  15. The Owner and Permit Holder, if not the Owner, hereby further covenant that the security(ies) posted under the Permit and section 13 hereof is/are forfeited to the Town if the permit is not closed or renewed prior to expiry.
  16. The Owner and Permit Holder, if not the Owner, hereby acknowledge and agree that no new Town permit of any kind for any other properties within the Town will be granted to the Owner and Permit Holder, if not the Owner, until all other then existing Town Permits of the Owner and Permit Holder, if not the Owner, have been closed.
  17. (a)The Owner and Permit Holder, if not the Owner, hereby covenant and agree that the work covered by the Permit is to be completed, inspected and approved all in accordance with the Site Alteration Plan and the terms and conditions of the Permit in a timely manner as determined by the Director or designate and further agree that should same not be so satisfactorily completed, inspected and approved and the Town's applicable road allowances not adequately reinstated and stabilized in accordance with the Site Alteration By-Law and the site alteration plans and the terms and conditions of the Permit in a manner that will prevent adverse impacts on abutting properties including the Town's road allowances and the environment, in a timely manner as determined by the Director or designate, then the Owner and Permit Holder, if not the Owner, hereby agree to pay to the Town immediately on demand liquidated damages in an amount determined by the Director as being necessary to pay for the completion and rectification of any outstanding work in addition to any securities held by or forfeited to the Town. In addition, the Owner and Permit Holder, if not the Owner, hereby acknowledge and agree that such payment is liquidated damages and not a penalty;  
  
(b) In addition, should such failure under subsection 17(a) continue beyond seven (7) days after the next compliance date set for satisfactory completion in any written notice of such failure, then the Owner and the Permit Holder, if not the Owner, jointly or severally as the Director in his/her sole and unfettered discretion determines, shall pay the Town immediately on demand liquidated damages in the same amount as that amount under section 17(a) hereof for such further failure in timeliness and the Owner and Permit Holder, if not the Owner, further agree that such further payment shall also be deemed to be liquidated damages and not a penalty.  
  
(c) Finally, the same amount of liquidated damages, under section 17(a) hereof shall be payable to the Town immediately on demand from the Owner and Permit Holder if not the Owner jointly or severally as the Director in his/her sole and unfettered discretion determines, every seven (7) days
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or part thereof, thereafter, after the compliance date mentioned in subsection 17(b) above until the work required under the Permit is satisfactorily completed inspected and approved and the Town's applicable road allowances are adequately reinstated and stabilized in accordance with the Site Alteration By-Law and the site alteration plans and the terms and conditions of the Permit in a manner that will prevent adverse impacts on abutting properties including the Town's road allowances and the environment and the Owner and Permit Holder if not the Owner further agree that such further payment(s) shall be deemed to be liquidated damages and not a penalty.

18. The Owner and Permit Holder, if not the Owner, hereby covenant and agree that if a permit has expired or been cancelled or revoked after work has commenced and prior to the completion of the site alteration, the then current Owner shall forthwith restore the site to its original condition or stabilize the site to the satisfaction of the Director in a manner that will prevent adverse impacts on abutting properties and the environment.
  19. The Owner and Permit Holder, if not the Owner, hereby covenant and agree that the Town shall hold any security(ies) forfeited to the Town to enable the Town or any future Owner, as the Town in its sole and unfettered discretion determines, to address any then existing and outstanding deficiencies in the required work under the Permit and/or to reinstate and stabilize the subject lands including the Town's road allowances to the satisfaction of the Director in a manner that will prevent adverse impacts on abutting properties including the Town's road allowances and the environment.
  20. For the purpose of clarity, the Owner and Permit Holder, if not the Owner, hereby covenant and agree that without limiting the generality of Section 19 of this Agreement in any way, the security(ies) posted with and/or forfeited to the Town under this Agreement or as a condition of a Permit may be used for:
    - (a) cleanup of mud tracking of the road or restoration of any municipal works;
    - (b) the completion or rectification of work required by the Town under the Permit or reimbursement of a new owner for the cost of completion or rectification of work required under the Permit by that new owner of the subject lands, to the limit of the Security(ies) amount held by the Town; and/or
    - (c) the completion of work required by the Town under the Permit pursuant to a related order issued under Section 11 of the Site Alteration By-law or the reimbursement of a new owner of the cost of completion or rectification of work required under the Permit by that new owner of the subject lands including the Town's road allowances pursuant to a related order issued under Section 11 of the Site Alteration By-law, to the limit of the Security(ies) amount held by the Town.
  21. The Owner and Permit Holder, if not the Owner, hereby agree that the amount of any security(ies) held by the Town as a condition of a Permit and not forfeited to the Town shall be held by the Town until the full and proper completion of all work required under the Permit and any related order issued under the Site Alteration By-law and in the absence of such full and proper completion are deemed forfeited to the Town.
  22. The Owner and Permit Holder if not the Owner hereby agree that before any security amount held by the Town as a condition of the Permit, which has not yet been forfeited to the Town, is released and returned to the Owner and /or the Permit Holder, if not the Owner:
    - (a) the Town must receive proof satisfactory to the Director that the work required under the Permit has been satisfactorily completed and that the subject lands including the Town's road allowances have been adequately reinstated and stabilized in accordance with the Site Alteration By-Law and the site alteration plans and in a manner that will prevent adverse impacts on abutting properties including the Town's road allowances and the environment;
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(b) the Town must receive a lot grading and/or stormwater device certificate signed by an Ontario Land Surveyor or a Professional Engineer of Ontario currently licensed to practice in the Province of Ontario; that the elevations have been completed in accordance with the Site Alteration Plans accompanying the Permit and that the finished project does not detrimentally affect drainage on adjacent properties nor will it have adverse impacts on abutting properties including the Town's road allowances nor the environment; and

(c) the Town must carry out a final inspection to confirm that all relevant terms and conditions of the Site Alteration By-law, the Permit and this SAPA have been complied with, that all required work under the Permit has been satisfactorily completed and that the subject lands and the Town's applicable road allowances have been adequately reinstated and stabilized with no adverse impacts on abutting properties including the Town's road allowances or the environment.

23. (a) When the work required under the Permit is satisfactorily completed and the subject lands and the Town's applicable road allowances are adequately reinstated and stabilized in accordance with the Site Alteration By-Law and the site alteration plans accompanying the Permit and in a manner that will prevent adverse impacts on abutting properties including the Town's road allowances and the environment and any outstanding amounts owing to the Town under this SAPA have been paid in full including any liquidated damages payable hereunder, the Town hereby agrees that the Director shall release any security amount then still held by the Town that has not been otherwise forfeited to the Town under this SAPA.

(b) Any release of any security amount under subsection 23(a) above shall be to the person who paid or posted the security amount with the Town as a condition of the Permit unless the Town receives a written Direction from the person who paid or posted the security amount with the Town as a condition of the Permit to release the security amount concerned or so much of same as the written Direction provides to another person other than the person who paid or posted same.

24. **IT IS SPECIFICALLY** acknowledged and agreed that this Agreement may be executed in DOCUSIGN or in separate counterparts, each of which shall be deemed to be an original, and that such separate counterparts shall together constitute one and the same instrument.

The Owner (NAME)

Signature: \_\_\_\_\_

(I/We have the authority to bind the corporation)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

(I/We have the authority to bind the corporation)

The Permit Holder( NAME)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CORPORATION OF THE TOWN OF OAKVILLE**

Signature: \_\_\_\_\_

(I have the authority to bind the corporation)

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_