

SITE ALTERATION BY-LAW APPLICATION & PERMIT

SITE ALTERATION APPLICATION

Please complete all applicable sections of the application form. An incomplete application will not be processed. Please return form to the Public Works and Community Services Department.

PROPERTY INFORMATION

MUNICIPAL ADDRESS 13030 Lundy's Lane

LOT NO. Part of Lot 89 PLAN NO.:
273100002600205 C5

ROLL NO.: 273100002600201 CURRENT ZONING: C5
273100002600200 FD

LAND OWNER (check one)

INDIVIDUAL: COMPANY:

REGISTERED LAND OWNER(S)

SURNAME FIRST NAME INITIAL

TELEPHONE NO: CELL FAX

EMAIL

CONSULTANT INFORMATION

COMPANY NAME

TELEPHONE NO: CELL FAX

EMAIL

ADDRESS

LEGAL NAME (for use with agreements)

DESIGNATE (To which all correspondence will be sent)

CONTRACTOR INFORMATION

COMPANY NAME

TELEPHONE

CELL

FAX

EMAIL

ADDRESS

LEGAL NAME (for use with agreements)

DESIGNATE (to whom all correspondence will be sent)

TYPE OF WORK

Remove	Place	SIZE OF LOT/CUBIC METRES OF FILL PER YEAR
		0.1 hectares or less/maximum of 10m ³
		> 0.1 to 0.2 hectares/maximum of 50 m ³
		> 0.2 to 0.5 hectares / maximum of 100 m ³
		>0.5 to hectares or larger/maximum of 500 m ³
		>500 m ³ to 1000 m ³
	X	1000 m ³ or greater
		Other

Fill import and site grading activities related to proposed development application, including related erosion and sedimentation control measures.

PROPOSED START DATE: _____

PROPOSED COMPLETION DATE: _____

BRIEF DESCRIPTION OF WORK PROPOSED:

ESTIMATED VOLUME OF FILL TO BE EXPORTED/IMPORTED:

FINANCIAL (SCHEDULE B)

APPLICATION FEE

RENEWAL/EXTENSION FEE

HAUL ROUTE INSPECTION FEE

OTHER FEES:

SECURITY CASH DEPOSIT

LETTER OF CREDIT

OWNER AUTHORIZATION (IF AN AGENT IS USED)

The Owner must complete this section. In the case of multiple Owners, a separate authorization form for each individual person or entity is required. Please attach an additional page in the same format as this authorization, if necessary.

I, _____ being the registered owner of the subject lands, hereby authorize MTE Consultants Inc. to submit the above application to the City of Thorold for approval thereof.

Signature: _____ Date: May 22, 2024

Printed Name: _____ Title: _____

CONSENT FOR RELEASE OF INFORMATION

I understand that all information and material that is submitted with any application may be made available to the public, and specifically, any application to Council relating to a Site Alteration in excess of 1,000 cubic metres shall become part of the public record.

In submitting this application and any supporting materials or information, I hereby acknowledge the above noted and provide my consent to the disclosure of all information set out in this application.

Furthermore, I understand and acknowledge that my application will be shared with the Niagara Peninsula Conservation Authority, the Municipal Property Assessment Corporation and any other agencies that may have jurisdiction, comment if the location of the subject lands falls within their respective field of responsibility.

Signature: _____ Date: May 22, 2024

Printed Name: Jeremia Rudan Title: President

Note: Original signature(s) are required. In the case of a corporation, the signature(s) must be that of an officer(s) with authority to bind the corporation.

PERMISSION TO ENTER

I acknowledge that a site walk may be required in order to view the property and its relation to the surrounding lands, and in this regard, I authorize members of Council (or a representative thereof), City staff, Peer Review Consultants retained by the City, and relevant External Agency Review Staff to enter onto the site for the purpose of evaluating the merits of the application at an arranged time.

Signature: _____ Date: May 22, 2024

Printed Name: Jeremia Rudan Title: President

Note: Original signature(s) are required. In the case of a corporation, the signature(s) must be that of an officer(s) with authority to bind the corporation.

IMPORTANT INFORMATION

- The security deposit will be refunded to the individual/company who provided initial payment following a final inspection by City staff. Please note that the security deposit will be applied to any unpaid taxes and/or water and sewer charges. Any application fee, municipal services fee, and agreement preparation fee are non-refundable. The security deposit will be refunded upon cancellation of a permit, less the administration fee, provided that no work has commenced.

- The Owner hereby authorizes the City and any of its authorized agents to enter onto the subject lands for the purposes of inspection or with labour and equipment to complete or repair any works as deemed necessary by the City.
- The City may engage legal, engineering, hydrology, environmental, arborists, landscape or any other consultant as deemed necessary by the Director of Public Works and Community Services in order to evaluate studies and/or agreements, in which case the costs incurred for such evaluations shall be charged back to the Owner. The cost of the necessary studies and/or agreements and costs incurred for such evaluations will become a fee imposed by the City and such fee will be added to the tax roll of property and collected in the same manner as municipal taxes.
- Fees shall be adjusted upon completion of work where required to reflect totals based on accurate fill volumes as verified by a professional engineer prior to final clearance.
- It is the Owner's responsibility to obtain all necessary approvals from any federal, provincial, regional or municipal governments or agencies, including the conservation authority, prior to submitting an application for a site alteration permit.

CERTIFICATION

The Owner hereby expressly certifies that:

- (i) it has read and understand the Site Alteration By-law and all Schedules and it agrees to abide fully by all terms and conditions set out therein.
- (ii) it has not and will not receive any remuneration or compensation of any kind for the removal, placing or dumping of fill on its lands; and
- (iii) any and all fill used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 2990, c. E. 19.

RELEASE & INDEMNITY

The Owner hereby releases and agrees to indemnify and save completely harmless the City, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and any other liabilities of any nature or which may arise, directly or indirectly, from the Site Alteration on the lands, including the presence of any fill that is determined to contain contaminants with the meaning of the *Environmental Protection Act*.

I, _____, hereby make the above application for Site Alteration, declaring that all information contained herein is true and correct, and acknowledge the City will process the application based on the information provided.

Signature: _____ Date: May 22, 2024
 Printed Name: Jeremia Rudan Title: President

Personal information contained on this form is collected and will be used for the purpose of administrating the Site Alteration application process. Questions about this collection should be directed to the City Clerk.

FOR OFFICE USE ONLY

APPLICATION

COMPLETED APPLICATION RECEIVED: _____

APPLICATION APPROVED FOR RECEIPT: _____

APPROVED BY: _____

SITE ALTERATION PERMIT ISSUED

PERMIT ISSUED BY: _____

PERMIT NUMBER: _____ PERMIT DATE: _____

RENEWAL DATE: _____ EXPIRY DATE: _____

HAUL ROUTE

DESCRIPTION (ATTACH MAP WHERE POSSIBLE):

HAUL ROUTE APPROVED BY: _____

HAUL ROUTE INSPECTION PRIOR

DATE INSPECTED: _____

NOTES (ATTACH PHOTOS WHERE POSSIBLE):

HAUL ROUTE INSPECTION DURING

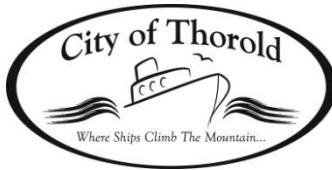
DATE INSPECTED: _____

NOTES (ATTACH PHOTOS WHERE POSSIBLE):

HAUL ROUTE INSPECTION AFTER

DATE INSPECTED: _____

NOTES: (ATTACH PHOTOS WHERE POSSIBLE):



CITY OF THOROLD
Site Alteration By-law Application & Permit

SITE ALTERATION PERMIT

PERMIT NUMBER: _____ PERMIT DATE: _____

RENEWAL DATE: _____ EXPIRY DATE: _____

MUNICIPAL ADDRESS: _____

LOT NO. _____ PLAN NO.: _____

ROLL NO.: _____ CURRENT ZONING: _____

LAND OWNER (check one)
PERSON: _____ COMPANY: _____

REGISTERED LAND OWNER(S)_(Please Print)

SURNAME FIRST	NAME	INITIAL

TELEPHONE NO:	CELL	FAX

EMAIL _____

APPLICATION FEE _____

RENEWAL/EXTENSION FEE _____

HAUL ROUTE INSPECTION FEE _____

OTHER FEES _____

TOTAL FEES _____

SECURITY CASH DEPOSIT _____

LETTER OF CREDIT _____

NATURE OF APPROVAL

The Owner has applied for a Site Alteration Permit pursuant to the provisions of the City of Thorold's Site Alteration By-law.

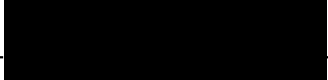
The Site Alteration Permit is valid for a twelve (12) month period from the date of issuance, but shall expire after three (3) months from the date of issue if no work has commenced by that date.

Pursuant to the Site Alteration By-law, the Owner hereby acknowledges that the sole responsibility for the completion of the work undertaken as part of this application including compliance with any conditions rests entirely with the Owner.

The Owner certified that it has read and understands the Site Alteration By-law and all Schedules and it agrees to abide fully by all terms and conditions set out therein; that it has not and will not receive any remuneration or compensation of any kind for the removal, placing or dumping of fill on its lands; and any and all Fill used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 1990, c. E.19

The Owner releases and agrees to indemnify and save completely harmless the City, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and any other liabilities of any nature or which may arise, directly or indirectly, from the Site Alteration on the land, including the presence of any fill that is determined to contain contaminants within the meaning of the *Environmental Protection Act*.

The Owner also agrees that it will be entirely responsible for all costs related to all works pertaining to the Site Alteration of the lands.

Signature:  Date: May 22, 2024
Printed Name: Jeremia Rudan Title: President

CITY OF THOROLD APPROVAL

Signature: _____ Date: _____

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PERMIT FEES AND SECURITIES

A. Fees

<u>Description</u>	<u>Fee</u>
(1) Permit application fee to be applied where the fill being removed or placed exceeds the following limits per lot size: <ul style="list-style-type: none"> • 0.1 hectares or less / maximum of 10 m³ • > 0.1 to 0.2 hectares / maximum of 50 m³ • > 0.2 to 0.5 hectares / maximum of 100 m³ • > 0.5 hectares or larger / maximum of 500 m³ • > 500 m³ but less than 1000 m³ 	\$500.
(2) Renewal/extension fee to be applied when a permit has been issued under Paragraph (1) and subsequently, the amount of material has exceeded the allowable limits.	\$250.
(3) Permit application fee to be applied where the fill being removed or placed is greater than 1000 cubic metres.	\$1,000.
(4) Fee to be applied when a renewal/extension is granted two (2) months prior to the expiration of the permit issued under Paragraph (3).	\$500.
(5) A renewal/extension occurring after expiration of, or within the two (2) months prior to the expiration of, the permit issued under Paragraph (3) is considered a new application and subject to new application fees.	New application fee
(6) Engineering or zoning review or other changes after permit has been issued under Paragraph (3).	\$1,000.
(7) Haul Route inspection (prior to, during and after issuance of a permit).	\$100. (each inspection)
(8) Fees to be applied for any permit application which has been made post-commencement of activities.	150% of applicable fees
(9) Fee to be applied to cover a site investigation in relation to a site alteration violation. This fee shall be applied in any situation where work or activities have been undertaken for which a Permit is required but not obtained. This fee is in addition to all other fees, charges and securities applicable under this By-law.	100% of applicable application fee (each occurrence)

B. Security

Description

- (1) Permits issued under Paragraphs (3) and (5) of Section A above, will be subject to Security, which will be used to ensure fulfilment of the terms of the Permit and to secure the cost of repairing damage to municipal property as a result of the work. The amount of the Security will be established at the discretion of the Director of Public Works and Community Services, but shall not be less than \$1,000.00.
- (2) If the amount of the Security is less than \$50,000, only a cash deposit will be accepted.

- (3) If the amount of the Security is \$50,000 or more, the Security shall be in the form of an irrevocable letter of credit to the satisfaction of the City.

SITE ALTRATION AGREEMENT

THIS AGREEMENT made this day of 20

BETWEEN:

THE CORPORATION OF THE CITY OF THOROLD
(the "City")

OF THE FIRST PART

- and -

(the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered Owner of the property municipally known as _____
in the City of Thorold, Ontario and described in Appendix "1" attached hereto (the
"Site") in this Agreement.

AND WHEREAS section 142 of the *Municipal Act, 2001* (the "Act") authorizes a
municipality to pass a by-law prohibiting or regulating the removal, placing or
Dumping of Fill, the removal of Topsoil, the alteration of the grade of land; requiring
a Permit to take any such actions; and requiring the restoration and rehabilitation
of the lands in the event of contravention of the by-law;

AND WHEREAS section 9 of the Act provides 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, including the capacity to contract;

AND WHEREAS sections, 9, 10, 11 and 391 of the Act authorize 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 subsection 434.1(1) of the Act authorizes a municipality to
impose an administrative penalty if the municipality is satisfied that a person has
failed to comply with a by-law of the municipality passed under the Act;

AND WHEREAS the Owner intends to alter the grade of the Site in accordance
with the Site Alteration By-law No. _____ (the "By-law") and has applied for a
permit pursuant to the By-law (the "Permit");

AND WHEREAS the Owner intends to use the City's public highways (the "Road")
for the ingress and egress for the purposes of bringing Fill out of or onto the Site
pursuant to the By-law;

AND WHEREAS all capitalized terms herein have the same meaning as in the By-law
unless otherwise defined herein;

NOW THEREFORE 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, within twelve (12) months from the date of issuance of the Permit, all removal or Dumping of Fill from or onto the Site and any restoration required, shall be completed in accordance with the By-law and the Site Plan as previously approved.

1.2 It is the responsibility of the Owner:

A. To obtain the approval of the Director to obtain a Permit in accordance with the By-law and comply with all the terms and conditions of the By-law, the Permit and any conditions thereof; and

B. To request that the City carry out a prior, during and final inspection of the Haul Routes and to obtain the approval of the Director that the By-law and the terms and condition of the Permit have been complied with.

1.3 The Owner agrees that the works described in Section 1.1 and 1.2 above will be completed on or before _____, 20 _____

1.4 The Owner acknowledges and agrees that the City has no control over and is not responsible or liable for any adverse effects or damage resulting from any of the following on the Site or any neighboring property to the Site or any other property as a result of the Permit:

A. Soil erosion;

B. Blockage of a watercourse;

C. Siltation in a watercourse;

D. Pollution of a watercourse;

E. Flooding or ponding on adjacent lands;

F. Flooding or ponding caused by a watercourse overflowing its banks;

G. A detrimental effect on any trees;

H. Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats;

I. Injury or destruction of municipal trees.

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 removal or Dumping of Fill respecting the Site Alteration.

2 SITE ALTERATION PERMIT

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

A. Until an executed copy of this Agreement has been delivered to the City; and

B. The Owner has paid all required fees and deposited the Security; or

C. If the Owner is in default of the By-law or any other applicable law.

3 SECURITY

- 3.1 The Owner shall deposit with the City at the time of execution of this Agreement, a Security in the amount of \$_____ by way of a cash deposit or letter of credit for:
- A. All damages to Road(s) caused or resulting from the ingress or egress to the site to which the Owner has been issued a Permit; and
 - B. Performance of any other provision required by the By-law, the Permit or this Agreement (collectively, the "Obligations").
- 3.2 In the event that the amount of Obligations results in repairs or costs beyond the Security posted in Section 3.1, the Owner agrees and accepts that the City will impose a fee for and equal to, the repair or costs and will:
- A. Hold the Owner responsible and liable for all the costs to repair the Road(s).
 - B. Assign the repairs for the Road(s) damage to the contractor in accordance with the City' Procurement Policy to the discretion of the Director of Public Works and Community Services, and,
 - C. The cost of the Road(s) damage repairs will become a fee imposed by the City and such fee, will be added to the tax roll of property and collected in the same manner as municipal taxes.
- 3.3 In the event of default, the Owner agrees and consents to permit forces hired by the City to enter upon the Site and undertake the works to be done under this Site Alteration Agreement, unencumbered and without restriction in any manner.

4 RELEASE OF SECURITY

- 4.1 When the Obligations set out in this Agreement have been completely fulfilled, including receipt, satisfactory to the Director that the provisions of this Agreement has been fully complied with, the Security or the balance of the Security shall be released.

5 MUNICIPAL FREEDOM OF INFORMATION

- 5.1 The Owner acknowledges that this Agreement and any information or documents related to it to the City may be disclosed pursuant to the provision 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 related information or document.

6 ASSUMPTION OF AGREEMENT

- 6.1 If the Owner transfers or conveys all or any portion of the Site, it shall obtain an executed assumption agreement from the purchaser that is satisfactory to the City that agrees to assume all covenants and conditions set forth in this Agreement as if the purchaser were the Owner.

7 AGREEMENT TO BE READ IN CONJUNCTION WITH PERMIT

7.1 This Agreement is to be read, interpreted and applies in conjunction with any Permit issued to the Owner and any conditions applicable thereto.

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 CITY OF THOROLD

MAYOR

CITY CLERK

(NAME OF OWNER)

Name: Jeremia Rudan
Title: President

Name:
Title:

I/We have authority to bind the corporation.

SITE ALTERATION AGREEMENT

(Description of Site)

MUNICIPAL ADDRESS: _____

LOT NO: _____ PLAN NO: _____

REGISTERED LAND OWNER(S)

Jeremia Rudan		May 22, 2024
NAME	SIGNATURE	DATE

NAME	SIGNATURE	DATE
------	-----------	------

WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

NAME	SIGNATURE	DATE
------	-----------	------

8 "APPENDIX 1"

8.1 PROPERTY SUBJECT TO PERMIT

TO: (INSERT OWNERS NAME)
(ADDRESS)
(CITY), ONTARIO
(POSTAL CODE)

PROPERTY: Roll Number _____

Address: _____

Legal Description _____

(Picture of Property from GIS System)

NOTICE FOR FILL

PROPERTY INFORMATION OF SITE

MUNICIPAL ADDRESS: 13030 Lundy's Lane

LOT NO: _____ PLAN NO.: _____
 273100002600205 C5
 273100002600204 C5
ROLL NO.: 273100002600200 CURRENT ZONING: FD

LAND OWNER (check one):
PERSON: _____ COMPANY: X

REGISTRED LAND OWNER(S)

 SURNAME FIRST NAME INITIAL

 TELEPHONE CELL FAX

jeremia@placemaker.com

EMAIL

QUESTIONS

1. Are you:
- a) Registered as a farming business? ~~YES/NO~~
 - b) A tenant farmer of the Site in question? ~~YES/NO~~
 - c) In good standing under the Farm Registration and Farms Organization Funding Act, 1993? ~~YES/NO~~

2. Do you:
- a) Propose to remove fill from the Site? ~~YES/NO~~
 - b) Propose to add fill to the Site: YES/~~NO~~
 - c) Propose to alter the grading of the Site? YES/~~NO~~
 - d) Propose to remove soils from the Site? ~~YES/NO~~

3. Description of Proposed Work

Remove	Place	SIZE OF LOT/CUBIC METRES OF FILL PER YEAR
		0.1 hectares or less/maximum of 10m ³
		> 0.1 to 0.2 hectares/maximum of 50 m ³
		> 0.2 to 0.5 hectares / maximum of 100 m ³
		>0.5 to hectares or larger/maximum of 500 m ³
		>500 m ³ to 1000 m ³
	X	1000 m ³ or greater
		Other

4. Do you propose to construct retaining walls(s) ~~YES/NO~~

5. Please describe nature of proposed works (attach sketch or plan to illustrate):

Fill import and site grading activities related to proposed development application, including related erosion and sedimentation control measures.

6. Is there:

- a) A registered flood and/or fill line on the Site? ~~YES~~/NO
- b) An environmentally sensitive area (ESA) on this Site? ~~YES~~/NO

7. Have or will you receive any remuneration or compensation for the removal of Fill from or Dumping of Fill on the Site? ~~YES~~/NO

The undersigned certifies to the City that any and all Fill removed or used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 1990, c.E.19. The undersigned hereby releases and agrees to indemnify and save completely harmless the City, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and other liabilities of any nature, which may arise, directly or indirectly from the Site Alteration, including the presence of Fill that is determined to contain contaminants.

The undersigned also agrees that the total costs of all works will be entirely the responsibility of the Owner.

Signature:  Date: May 22, 2024

Printed Name: Jeremia Rudan Title: President

Personal information contained on this form is collected and will be used for the purpose of administrating the Site Alteration application process. Questions about this collection should be directed to the City Clerk.

FOR OFFICE USE ONLY

1. Based on the information provided by this form, do the works require a Site Alteration Application and Permit? Yes/No

If yes, a Site Alteration Application must be submitted (Schedule "A").

If no, the works are exempt from the requirement to obtain a Site Alteration Permit.