

Personal information contained on this form is collected under the authority of Section 11 of the Municipal Act, 2001 and will be used for the purpose of determining compliance with the City of Oshawa Site Alteration By-law. Questions concerning collection of personal information should be directed to the City of Oshawa's Freedom of Information and Privacy Co-ordinator at 50 Centre Street South, Oshawa, Ontario, L1H 3Z7 or 905-436 3311.

Type of Application:

- New Permit:
- Amendment to Current Permit:

Office Use	
File Number:	_____
Date Received:	_____
Checked by:	_____
Date Accepted:	_____

Permit Requirements

1. This application cannot be processed until:
 - a) One (1) copy of a fully completed application form submitted to Engineering Services.
 - b) For proposed Pools, Garages, House Addition or other Installations:
One (1) plan view sketch of the proposed work indicating the applicable dimensions and property size is provided.
 - c) For proposed Site Plan, Subdivision and Infill Development:
Two (2) copies of the applicable Erosion and Sediment plan and Grading Plan submitted with the application are provided. All dimensions are to be in metric.
 - d) The application processing fee is paid.
 - e) Owner's authorization if applicant is not the owner.
2. Prior to the submission of this application, applicants are strongly encouraged to pre-consult with staff of Engineering Services in the Department of Development Services. This pre-consultation can result in the identification of matters that will significantly assist in the processing of the application.
3. Questions in respect to the application and process or requests for pre-consultation with staff may be made in person at Engineering Services, City of Oshawa, 9th Floor, Rundle Tower, 50 Centre Street South, Oshawa by telephone at 905-436-3311.

1. Name of Applicant/ Agent: _____

Address: _____

Telephone No.: _____ Fax No.: _____ E-Mail Address: _____

2. Name of Registered Owner: _____

Address: _____

Telephone No.: _____ Fax No.: _____ E-Mail Address: _____

3. Matters related to the application should be addressed to (select one):

 Applicant/ Agent Owner Agent

4. Location of subject property (the subject property is the area to which the application applies)

 Legal description (Lot, Concession, Registered Plan Number):

5. Property size: Residential (feet or meters)

Site Plan/ Subdivision (hectares)

6. Are there any easements, rights-of-way, restrictive covenants, etc., affecting the subject property:

 Yes No

If yes, please identify below and show the easement location on the proposed plan and the nature of the easement, right-of-way, restrictive covenant, etc.

7. Existing and proposed use of the subject property:

Existing: _____

Proposed: _____

8. Abutting land uses:

9. Description of the proposed work:

10. Work schedule:

Proposed Start date: _____ Estimated Completion date: _____

(this permit will be valid for one year from the date issued).

11. Other approvals/permits required (e.g. Pool Enclosure, Building, CLOCA etc):

Acknowledgements and Affidavit or Sworn Declaration

1. The applicant agrees that this application and all studies submitted in support of this application may be made available for public review, pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
2. Personal information on this form will be used to determine compliance with City of Oshawa Site Alteration By-law.
3. The applicant agrees to comply in all aspects with the requirements of By-law 85-2006.
4. All vegetation, including that not within a defined woodlot, must be maintained during the processing of the application.
5. No re-grading is permitted on site during the processing of the application.
6. Applicant and/or agent may be required to provide additional information that will assist the City in assessing the application. Applicant and/or agent acknowledge that the City may not be able to process the application unless the additional information is submitted.
7. The applicant acknowledges to the best of his or her knowledge that any and all fill used in completing any site alteration contains no contaminants within the meaning of the Environmental Protection Act, R.S.O. 1990, C.E.19. The applicant hereby forever releases and agrees to indemnify and save harmless the City, 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 in the event that the fill is determined to contain contaminants.
8. This application relates to the grading and drainage aspect of the subject property/land only and does not relieve the owner the obligation of securing any other necessary approvals.
9. This permit is not assignable.
10. The applicant agrees to install and maintain all sedimentation controls as indicated in the erosion and sedimentation plan, until all disturbed areas have been stabilized.
11. The owner acknowledges and agrees to take full liability for any damages that may occur to the subject property and/or neighbouring properties due to the proposed work and/or access to the subject site.
12. The owner acknowledges and agrees that prior to any future proposed alterations to the subject property, with respect to grading, the homeowner is required to obtain a site alteration permit if the proposed work does not meet the conditions outlined in By-Law 85-2006, section 3.2.

13. The owner agrees to authorize City's inspector(s) that may at any time enter onto the lands which are described herein in order to make any surveys, examinations, investigations or inspections which are required for the purpose of insuring that the work(s) authorized by this permit are being carried out according to the terms of this permit.
14. The owner acknowledges and agrees that the City will not carry out a detailed inspection of the proposed work nor will the City undertake a grading survey for your lot after the construction. It is the responsibility of the owner to ensure that the work and the associated grading modification, if any, to your lot are done to your satisfaction.
15. The owner agrees that any costs incurred by the City for cleaning, clearing or repairing or reconstruction the drainage system, sediment and erosion control measures or the existing City services within or outside the Owner's Land as a result of the storm water runoff and siltation will be the responsibility of the owner and will subsequently allow the city to draw upon the securities provided should these conditions arise.
16. The owner agrees to indemnify and save the City, its employees, or agents from all claims, actions, causes of actions, costs and damages, if any, arising out of or resulting from any act or omission of the owner and/or applicant or any of his agents, employees or contractors relating to any of the particulars, terms or conditions of this permit.
17. The applicant agrees to the terms and conditions of the forms of security as indicated in Schedule A of this application.

I, _____ of the _____ of _____
 (Print Name) (City / Town) (Name of City / Town)

solemnly declare that all the statements contained in this application and all of the statements contained in all the exhibits transmitted herewith are true, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act. I also agree to allow the City of Oshawa, its employees and agents to enter upon the subject property to conduct surveys and investigations that may be necessary to this application, and to inspect the proposed work that the permit applies. I further declare that I have read and fully understand the provisions contained in the acknowledgement section above and agree to comply with all of them.

 Signature Owner Authorized Agent/Applicant (Date)

Schedule A

Security

As security for all covenants of the applicant contained in this application, the applicant shall, at the time of the execution of this application, provide the required security in the amount of \$_____.

It is understood and agreed that if the applicant should fail to complete to the satisfaction of the City any of the items referred to in this application within the time limit provided for, then the City may (at its sole discretion) use all or any part of the value of the security to rectify the default.

1. Form of Security

Letters of Credit

All letters of credit filed with the City under this application shall be in favour of the City and in form satisfactory to the City. Each letter of credit must be issued by a Canadian chartered bank for the amount set out. The terms of the letter of credit must provide that the bank shall pay to the City Treasurer any sums as may be requested from time to time, to the maximum limit of credit without recourse and without making inquiry as to the City's right to demand payment thereunder. Each letter of credit must be valid for at least one year from the date of its delivery to the City and must be made subject to extension in the event that the requirements of this application have not been completed by its date of expiry. Each letter of credit must contain a clause indicating that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least 30 days prior to the expiration date, the bank notifies the City by registered mail that it elects not to consider the letter of credit to be renewable for any additional period at which time the City may demand the whole of any remaining amounts available on each letter of credit. Each letter of credit must provide that it cannot be revoked unless authorized by the City Treasurer and cannot be transferred to any other account.

Cash in lieu of Letter of Credit

Where security is required pursuant to the terms of this application, it has been anticipated that the applicant will provide this security in the form of one or more letters of credit as outlined above. The City, in its sole discretion, may accept a cash deposit in lieu of a letter of credit. Where a cash deposit is made by the applicant as security simple interest shall be payable by the City to the applicant on the amount deposited, as reduced pursuant of the terms of this application. The rate of interest shall be at the rate for short term deposits for a term of 180 days quoted by the Royal Bank of Canada on the last Friday of the months of March, June, September and December. Interest shall be computed on the minimum quarterly balance for the number of days which any cash deposit is on deposit during the quarter.

2. Increased Security

Where a letter of credit has been tendered and accepted by the City pursuant to this application, the City may request that the value of the letter of credit be increased from time to time, if it appears to the City that the sum secured by the letter of credit has become insufficient to adequately indemnify the City under this application. This determination shall be made in the sole discretion of the City. In the event that an increased letter of credit is not received by the City within 20 days of making a request for an increase, the applicant shall be deemed to be in default under this application and shall not take any further steps to develop, convey or build upon the land. If this application is in default for 30 days or more the City may on 15 days notice, draw the whole amount of the letter of credit.

3. Guarantee

The applicant acknowledges that the letter of credit is/are taken to secure the completion of the applicant's obligations pursuant to this application, and will stand to guarantee that its obligations are satisfactorily completed. If the land is transferred while the applicant's obligations under this application have not been completed, the applicant acknowledges that it is its own and sole responsibility to make arrangements with the transferee of the land directly to have liability for the letter of credit guaranteed or assumed by the transferee. Substitute letter of credit from the transferee will not necessarily be accepted by the City.

Schedule B

(Provide proposed sketch)