



Township of Puslinch
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Report PD-2015-011

To: Planning and Development Advisory Committee

From: Robert Kelly, Chief Building Official

Meeting Date: June 9, 2015

Re: Site Alteration Agreement - Vilmos Kadvanj - Property described as Puslinch Concession Gore Part lots 38 and 39, Part 2, RP 61R11538
File Number: P11/KAD

RECOMMENDATIONS

That Report PD-2015-011 regarding Site Alteration Agreement – Vilmos Kadvanj –Part Lots 38 and 39, Concession Gore, Part 2, Reference Plan 61R-11538 be received; and

That the Planning and Development Advisory Committee recommends that Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-011 with Vilmos Kadvanj – Part Lots 38 and 39, Concession Gore, Part 2, Reference Plan 61R-11538; and

That prior to execution of the agreement by the Mayor and Clerk, the applicant submit securities in a form satisfactory to the Township in the amount of \$20,000.00.

DISCUSSION

Application

An application was filed on October 17, 2014, the Applicant is requesting a site alteration permit and agreement under Township of Puslinch Site Alteration By-law 31/12, as amended, for:

- a cut and fill operation to level the building lot with approximately 2000 m³ of fill to be relocated on the property to fill back in a hole that was previously dug to form a pond.

The building lot is changing hands, and the purchaser of the lot requires it to be levelled and the pond/hole to be filled back in.

Location & Site Characteristics

The subject property is located on the north east side of Highway 6 and west of Maddaugh Road with a legal description of Puslinch Concession Gore Part Lots 38 and 39, Reference Plan 61R11538 Part 2 and is shown on Schedule "A" attached. The parcel has a lot area of approximately 2.6 Hectares. The location is surrounded by existing residential uses.

Staff & Agency Circulation Comments

The application was circulated for review October 20th, 2014 to the Township's consultants and External Agencies for comments.

In accordance with the provisions of By-law 31/12, all requirements have been met and reviews completed by the Township's consultants and outside agencies including GM BluePlan, Harden Environmental, GWS, Halton Region Conservation Authority and the Ministry of Transportation.

The submission requirements for a Site Alteration Permit are summarized in the Tables attached. Table 1 contains the application requirements and Table 2 contains the Control Plan Requirements. The Tables include a summary of the information which has been reviewed by Township staff and approved for compliance with the requirements of By-law 31/12 as amended. A project involving over 1000m³ requires Township Council to authorize the entering into of agreement with the applicant.

This application was circulated for review and comment to Township By-law Division, Township Consultants and the Conservation Authority having jurisdiction. No objections were received.

- The lot grading will be restored to pre development conditions so no concerns have been raised by the Township engineering consultant.
- As no fill is being imported the Township hydro-geologist does not have and concerns with the site alteration.
- The Township ecologist has expressed that there is no concern based on the proposed protection measures of silt fencing to be installed to protect the adjacent woodland.
- The HRCA has indicated that their staff have no objection to the approval of the application.
- The Ministry of Transportation has issued a field entrance permit for the site.
- Staff have noted no concerns.

Public Consultation and Notice Requirements

The Township's Site Alteration By-law 31/12, as amended, requires circulation of a notice advising property owners within 120m of the subject site of the application and when the matter will be considered by the Planning and Development Advisory Committee. Notice was circulated on May 5th, 2015.

The applicant is also required to post notice, clearly visible and legible from a public highway or other place to which the public has access 10 days prior to the date of the Planning and Development Advisory Committee meeting. Notice was posted on May 27, 2015.

Registration of Agreement on Title

The executed agreement will be registered on title to the subject lands at the applicant's expense prior to commencement of any site alteration on the subject lands.

FINANCIAL IMPLICATIONS

An application fee of \$250.00 has been collected in accordance with User Fee By-law 76/14. In accordance with the agreement and the Township's User Fee By-law, the applicant is required to pay on a semi-annual basis 6 cents per tonne of fill. This amount is collected and used to offset any third party costs incurred by the Township.

Securities in the amount of \$20,000 will be collected upon a By-law authorizing entering into an agreement with the applicant and prior to execution of the agreement by the Mayor and Clerk. Securities are held until the completed works are reviewed and approved.

Applicable Legislation and Requirements

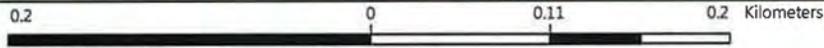
Municipal Act, S. O. 2001, Section 142, as amended

Attachments

Schedule A	Arial Photograph
Schedule B	Agreement
Schedule C	Table 1 Application Requirements
Schedule D	Table 2 Control Plan Requirements
Schedule E	Sealed Grading Plan
Schedule F	Entrance Permit



1: 4,469



WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS IS NOT SURVEY DATA. Parcels - Teranet 2002, Wellington County 2014

Legend

- Propane Tank
- Propane Hazard Area
- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Roads**
 - Local Road
 - County Road
 - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks

Notes

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
VILMOS KADVANJ AND EDIT KADVANJ

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**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2015, pursuant to Section 142 of the Municipal Act, S.O. 2001, as amended

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
(hereinafter called the "Township")

PARTY OF THE FIRST PART

- and -

VILMOS KADVANI AND EDIT KADVANI
(hereinafter called the "Owner")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Owner of the property described in Schedule "A" to this Agreement which is the subject matter of an application for Site Alteration Approval pursuant to section 5.2 of the Township by-Law Number 31/12;
- B. The Township requires that the Owner enter into a written agreement to identify approved plans, drawings and specifications and to require that the property be graded and maintained in accordance with the approved documents.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties agree as follows:

ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT

1.1 Legal description

The Owner's property which is the subject matter of this agreement is described in Schedule "A" attached (herein called "the Lands").

ARTICLE 2 - IDENTIFICATION OF PLAN(S)

2.1 Approved plan(s)

The Owner in making application for site alteration approval has agreed to provide to the satisfaction of the Township, plan or plans showing the location of all buildings, structures, facilities, works and site elevations and services existing and proposed and, where required, technical reports, studies monitoring programs and final site restoration. The plan(s) and drawings and reports described in Schedule "B" [hereinafter called the "Approved Plan(s)"] shall be deemed to have been approved by the Township upon execution of this Agreement.

2.2 Filing of plan(s)

Five (or such greater number as shall be requested by the Township) copies of the Approved Plan(s) shall be filed with the Township's Clerk.

ARTICLE 3 - SPECIAL REQUIREMENTS

3.1 Additional requirements and provisions

Notwithstanding the approval by the Township of the plans and drawings described in Schedule "B" the parties agree that the additional requirements referred to in Schedule "C" (if any) shall apply to the alteration of the Lands in addition to the information shown on the Approved Plan(s) and in the event of a conflict between the provisions of the Approved Plans and Schedule "C" then the provisions of the latter shall prevail.

ARTICLE 4 - IMPLEMENTATION OF PLAN(S)**4.1 Owner's covenant to implement plan(s)**

The Owner covenants and agrees that all works and features illustrated on the Approved Plan(s) and the additional requirements set out in Schedule "C", if any, shall be constructed, installed, performed or provided as the case may be at the Owner's sole risk and expense and to the satisfaction of the Township.

4.2 Township's right of entry

The Township shall have a right of entry upon the Lands, through employees, agents or contractors to ensure that the provisions of this agreement are complied with at all times.

4.3 Stop work orders

The Township's Chief Building Official shall treat a breach of the terms of this Agreement or covenants contained herein in a manner similar to a breach of the Township's Site Alteration By-Law and shall issue a stop work order until such breach is rectified. The Owner acknowledges that the requirements of this Agreement constitute applicable law for purposes of the Building Code Act.

4.4 Notice to comply

In the event that the Township gives written notice to the registered Owner of the Lands that it has failed to construct, provide or maintain any matter or thing illustrated on the Approved Plan(s) or required by this Agreement, and if the Owner fails to construct, provide or maintain such required matter or thing within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and construct, provide or maintain such matter or thing which had been specified in the notice at the expense of the registered Owner of the Land.

ARTICLE 5 - FINANCIAL ASSURANCES**5.1 Security requirement - public lands**

In the event any works are to be performed on municipally or publicly-owned property of any kind which may service the subject lands, the Owner shall, at the time of signing this Agreement and prior to the commencement of work, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the works to be constructed or performed by the Owner on municipally or publicly-owned lands and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.2 Security requirement - subject lands

In addition to the security to be provided to the Township pursuant to Article 5.1, the Owner shall at the time of signing this Agreement and prior to the commencement of work, unless such requirement is specifically waived in writing by the Township, supply the Township with an unconditional irrevocable Letter of Credit from a chartered Canadian bank, in a form and an amount satisfactory to the Township sufficient to guarantee the satisfactory completion of the work and facilities to be provided on the Lands pursuant to the Approved Plan(s) and this Agreement and further guaranteeing the workmanship and materials of all such works and matters. The Letter of Credit shall further guarantee payment to the Township of all inspection or other costs that the Township may incur in connection with such works or the preparation and implementation of this Agreement.

5.3 Township's right to draw upon security

In the event that the Owner fails to comply with a notice given to him pursuant to Article 4.4 hereof the Township shall be at liberty to draw upon the security provided to it pursuant to this Article to pay for the cost of any work undertaken by it or on its behalf pursuant to such notice and to pay the costs incurred by the Township in the administration and implementation of this Agreement.

5.4 Release of Security

The security provided under this Article, or the amount thereof remaining after draws referred to in Article 5.3, shall be delivered or repaid to the Owner after all of the works have been completed in each stage to the satisfaction of the Township's authorized personnel.

5.5 Township's Expenses

The Owner agrees to pay to the Township all reasonable costs incurred by the Township in connection with the undertaking to alter this site which, without limiting the generality of the foregoing, shall include all expenses of the Township heretofore and hereinafter incurred for legal, engineering, surveying, planning and inspection services, extra Council meetings, if any, and employees' extra time, if any, and shall pay such costs from time to time forthwith upon demand, provided, if such costs be not paid forthwith same shall bear interest from the date which is 10 days following the date of demand to the date of payment at two (2) percentage points in excess of prime rate of interest charged by the Canadian Imperial Bank of Commerce during such period.

ARTICLE 6 - INDEMNIFICATION

6.1 Owner's agreement to indemnify

The Owner agrees on behalf of himself, its heirs, executors, administrators and assigns to save harmless and indemnify the Township, and, if applicable, the County of Wellington, and their respective officials employees and agents, from all losses, damages, costs, charges and expenses which may be claimed or recovered against the Township or the County of Wellington, as the case may be, by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to or implementing the terms of this Agreement.

ARTICLE 7 - LIABILITY INSURANCE

7.1 When liability insurance required

In the event that work is to be performed by the Owner, its servants, agents or contractors on lands owned by the Township, or the County of Wellington, the Owner shall supply the Township or the County of Wellington with written evidence of a current comprehensive liability insurance policy in form satisfactory to the Township, holding the Township (and if applicable the County of Wellington) harmless for any and all claims for damages, injuries or losses in connection with the work done by or on behalf of the Owner, its servants, agents or contractors on or adjacent to the Lands in an amount of not less than Two Million (\$2,000,000.00) Dollars inclusive. The Township (and if applicable the County of Wellington) are to be named as insured parties in the said policy.

ARTICLE 8 - TIME LIMITS FOR COMPLETION

8.1 Consequences of delay

In the event that a site alteration permit is not issued and re-grading has not commenced within one year from the date of this Agreement, or if the works and facilities contemplated in the Approved Plan(s) are not fully completed within two (2) years from the date of this Agreement, the conditions of approval and provisions of this Agreement will be reviewed and may be subject to revision by the Township by notice in writing to the Owner which revisions shall be accepted and implemented by the Owner.

8.2 Phasing of Site Alteration Works

The Owner agrees that all works and features illustrated on the Approved Plan(s) shall represent the total alterations on the property. The Owner also agrees that any future development beyond the approved plans will be subject to any additional plans, agreements and provisions as required by the Township.

ARTICLE 9 - MAINTENANCE OBLIGATIONS

9.1 General covenant to maintain and repair

The Owner agrees that all of the facilities, works and features illustrated on the Approved Plan(s) shall be maintained and kept in good repair at the Owner's sole risk and expense and to the satisfaction of the Township. In the event that the Township gives written notice to the Owner or the of the Lands that maintenance or repair of any matter required to be provided by this Agreement is to be undertaken, and if the Owner fails to undertake such required maintenance or repair within thirty (30) days of the date that such notice is mailed by prepaid registered mail to such person at the address for such person set out in Article 11.1 or as shown on the most-recently revised assessment roll then the Township may enter upon the Lands, through employees, agents or contractors and perform such maintenance or repairs which had been specified in the notice at the expense of the registered Owner of the Land.

9.2 Specific maintenance obligations

The Owner covenants with the Township as follows:

- (a) that it shall at all times maintain the installations, structures and facilities illustrated on the Approved Plan(s) and described in Schedule "B", if applicable, in good condition and repair;
- (b) that it shall ensure that all required environmental control and or monitoring devices (identified on the Approved Plan(s)) are properly maintained and protected from damages at all times.

In the event that the Owner of the Lands, is in breach of any of the covenants in this Article then the provisions of Article 11.2 hereof shall apply.

ARTICLE 10 - REGISTRATION OF AGREEMENT**10.1 Registration prior to permit issuance**

This Agreement will be registered against the title to the Lands and the Owner will pay for the cost of registration.

ARTICLE 11 - GENERAL PROVISIONS**11.1 Notices**

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

Owner: Vilmos Kadvanj and Edit Kadvanj
6-90 Anderson Drive
Cambridge, ON N1R 6E5

Township: The Corporation of the Township of Puslinch
7404 Wellington Road 34
RR 3
Guelph, ON N1H 6H9

To any other person: at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township's records.

11.2 Township costs recoverable like taxes

Notwithstanding any other remedy available to the Township, the Owner acknowledges and agrees that any expense incurred by the Township in connection with the approval of the Approved Plans or the preparation, registration, administration, implementation and enforcement of this Agreement, and specifically the maintenance obligations in Article 9, may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 326 of the Municipal Act.

11.3 Waiver

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

11.4 Covenants as restrictive covenants

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

11.5 No permit if money owed to Township

The Owner hereby agrees to pay all municipal taxes on the Lands which may be in arrears at the time of signing this Agreement and shall ensure that all taxes are paid up to date with respect to the Lands. Additionally, the Owner shall ensure that all taxes owing by him to the municipality on all other properties owned by the Owner elsewhere in the Township and any other accounts owing by him to the Township are also paid up to date. No site alteration permit will be issued with respect to the Lands until this Article has been complied with.

11.6 Number and Gender

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

11.7 Headings and Index

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

11.8 No assignment without consent

The Owner shall not assign this Agreement until all works and facilities required by this Agreement have been completed without the prior written consent of the Township, which consent will not be unreasonably withheld.

11.9 Ultra vires terms

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

11.10 Owner's acceptance of agreement

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

11.11 Enurement

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

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

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH

per:

 Dennis Lever, Mayor

per:

 Karen Landry, CAO/Clerk

I/We have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED

in the presence of:

per:

 Vilmos Kadvanj

per:

 Edit Kadvanj

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lots 38 and 39 Gore Concession, Parts 1 and 2 61R-7739

SCHEDULE "C"

ADDITIONAL REQUIREMENTS (in addition to matters shown on Approved Plan(s))

INSPECTIONS

Every Permit Holder shall ensure that a request is made to the Chief Building Official by the Permit Holder or his/her authorized agent to make inspections at the commencement and completion of the work that is the subject of the Permit, and to make any such further inspection(s) as may be required by the Chief Building Official.

TERM OF PERMIT AND PERMIT RENEWAL

Any Permit issued pursuant to this agreement shall be valid for a period of one year from the date of issuance unless revoked in accordance with this agreement.

A Permit which has expired may be renewed by the Chief Building Official within a six month period from the date of expiry upon the making of a written request to the Chief Building Official accompanied by a payment of one-half of the original Permit fee, provided that the proposed work which was the subject of the Permit, has not been revised. A permit that has been renewed in accordance with this section shall not be renewed again.

TRANSFER OF SITE

If registered ownership of the Site for which a Permit has been issued is transferred while the Permit remains in effect and outstanding, the new Owner shall, prior to the closing of the transfer;

1. provide the Township with its written undertaking to comply with all of the conditions under which the Permit was issued; and
2. provide security in a form and amount acceptable to the Chief Building Official, at which time any security previously provided by the original Permit Holder shall be released;
3. and failing which the Permit shall be deemed to be cancelled as of the date of the transfer.

REGULATIONS

In addition to the other requirements of this agreement, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, or alter or cause or permit the Alteration of the Grade of, or remove or cause or permit the removing of any Topsoil from any land in the Township of Puslinch, including any lands which are submerged under any watercourse or other body of water unless:

1. it is done with the consent of the Owner of the Site where the Fill is to be Placed or Dumped, the Grade altered or the Topsoil removed;
2. all Fill to be used includes only Soil, stone, sod or other material acceptable to the Chief Building Official and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
3. the Drainage system for the Site is provided in accordance any Permit issued hereunder and as otherwise required by law, and in accordance with proper engineering standards and practices and will not result Erosion, blockage, siltation or contamination of a water course, flooding or Ponding;
4. the Fill is Placed or Dumped, any Retaining Wall containing such Fill is erected, the Grade is altered, or the Topsoil is removed, in such a manner that no flooding, Ponding, or other adverse effects are caused on other lands.

Every Person to whom a Permit is issued pursuant to this by-law shall, in addition to any conditions of the Permit;

1. provide a Retaining Wall where required by the Chief Building Official which does not encroach upon abutting lands, either above or below Existing Grade, and such Retaining Wall shall be constructed to the satisfaction of the Chief Building Official and comply with the requirements of the Ontario Building Code.

2. ensure that the Finished Grade surface is protected by sod, turf, seeding for grass, Vegetation, asphalt, concrete or other similar means, or combination thereof;
3. ensure that Fill shall not be Placed or Dumped around the perimeter of any existing building in contravention of the requirements of the Ontario Building Code;
4. ensure that no trench in which piping is laid forming part of the Drainage system shall be covered and backfilled until the work has been inspected and approved by the Chief Building Official;
5. provide such protection for trees as may be required by the Chief Building Official;
6. provide siltation control measures as may be required by the Chief Building Official;
7. ensure that the work that is the subject of the Permit does not soil or otherwise foul any municipal roads. In the event that this occurs, the Person to whom the Permit was issued shall, in accordance with the Township's by-law to prohibit the obstructing, encumbering, injuring or fouling of highways and bridges, as amended from time to time, ensure that the road(s) affected are cleaned to the satisfaction of the Township Road Superintendent.
8. ensure that all conditions of the Permit issued pursuant to this by-law and any requirements of this by-law are fulfilled to the satisfaction of the Chief Building Official;
9. ensure the work that is the subject of the Permit does not occur in areas regulated by a Conservation Authority or approval agency without written approval of the respective regulatory agency, and in the event this occurs, ensure that the affected areas are restored to the satisfaction of the Chief Building Official.

EXEMPTIONS

The provisions of this agreement do not apply to;

1. activities or matters undertaken by a municipality or a local board of a municipality;
2. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the Planning Act or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
3. the Placing or Dumping of Fills, removal of Topsoil or Alteration of the Grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the Planning Act or as a requirement of an agreement entered into under that regulation;
4. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the Electricity Act, 1998, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
5. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
6. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - a. that has not been designated under the Aggregate Resources Act or a predecessor of that Act, and
 - b. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the Planning Act,
7. the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land undertaken as an incidental part of drain construction under the Drainage Act or the Tile Drainage Act, 2001;
8. topdressing of lawns with Topsoil provided the ground elevation of the lands is not increased by more than two hundred (200) millimeters;
9. cultivation or tilling of garden beds so long as such work does not have an adverse effect on existing Drainage patterns on neighbouring properties;
10. excavation of Soil involving an area of less than nine square metres and a depth of less than 0.5 meters having no significant impact on trees, ground cover, Vegetation, watercourses, or storm water swales and not altering or creating a slope at greater than 8%;
11. minor landscaping works which are at least 0.3 metres from any property line and do not impact Drainage patterns on neighbouring properties; and
12. the removal of Topsoil as an incidental part of a normal agricultural practice, including such

removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products, provided however that this provision shall not exempt from the by-law the removal of Topsoil for sale, exchange or other disposition.

If a regulation is made under section 28 of the Conservation Authorities Act respecting the Placing or Dumping of Fill, removal of Topsoil or Alteration of the Grade of land in any area of the Township, this by-law is of no effect in respect of that area.

CEASE AND DESIST ORDER

Where an Owner or any other Person is in contravention of the agreement, the Chief Building Official or an Officer may make an Order directing that the Owner or such Person cease any or all of the work immediately.

WORK ORDER

Where a Permit has been issued and an Owner or Permit Holder is in contravention of this agreement, the Chief Building Official or an Officer may issue a Work Order directing the Owner or Permit Holder, within the time set out in the Order, to take such steps as are necessary so that the work which was the subject of the Permit is completed in accordance with the approved Permit, plans, documents and other information upon which the Permit was issued.

ORDER FOR REMOVAL

Where a Permit has not been issued and any Person is in contravention of this agreement, the Chief Building Official or an Officer may issue an Order for Removal requiring the Person to restore the property to a condition it was prior to commencement of such work, to the satisfaction of the Chief Building Official, within the time set out in the Order.

COMPLIANCE WITH ORDERS

Any Person to whom a Cease and Desist Order, a Work Order or an Order for Removal is issued pursuant to this agreement shall comply with the terms of such Order, within the time set out therein.

Where an Owner of land to whom a Work Order is issued fails to perform the work required by the Order, the Township, in addition to any other remedy, may perform such work at the Owner's expense and may recover the cost incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.

ENFORCEMENT

The administration and enforcement of this agreement, shall be performed by the Chief Building Official and by those Persons designated as By-Law Officers of the Township, as may be amended from time to time.

1. The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this agreement, a Cease and Desist Order, a Work Order or an Order for Removal, a condition to a Permit issued pursuant to this agreement, or a Court Order relating to this agreement is being complied with.
2. For purposes of an inspection under (1), the Chief Building Official and Officer may;
 - a. require the production for inspection of documents or things relevant to the inspection;
 - b. inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - c. require information from any Person concerning a matter related to the inspection; and
 - d. alone or in conjunction with a Person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
3. No Person shall obstruct the Chief Building Official or an Officer in carrying out an inspection or exercising his or her powers or duties under this by-law.

4. No Person shall fail to produce any information required by the Chief Building Official or an Officer pursuant to clause 29(2) of this by-law.

SERVICE

Any service required to be given under this agreement is sufficiently given if delivered personally or sent by registered mail to the Owner at the last known address of the Owner of the land.

Where service is effected by registered mail, it shall be deemed to be made on the fifth (5) day after the date of mailing.

PERMIT CONDITIONS

All Permit Holders shall:

1. Notify the Chief Building Official in writing within 48 hours of commencing any Land Disturbance;
2. Notify the Chief Building Official in writing of the completion of any control measures within fourteen (14) days after their installations;
3. Obtain permission in writing from the Chief Building Official prior to modifying the Control Plan;
4. Install all control measures as identified in the approved Control Plan;
5. Maintain all road Drainage systems, stormwater Drainage systems, control measures and other facilities identified in the Control Plan;
6. Repair any siltation or Erosion damage to adjoining surfaces and Drainage ways resulting from land developing or disturbing activities;
7. Inspect the construction control measures at least once per week and after each rainfall of at least 1 centimetre and make needed repairs;
8. Allow employees of the Township to enter the Site for the purpose of inspecting for compliance with the Control Plan or for performing any work necessary to bring the Site into compliance with the Control Plan; and
9. Maintain a copy of the Control Plan and Operational Procedures Manual on the Site.

The Township shall:

1. Upon the failure by the Permit Holder to complete all or part of the works in the time stipulated in the Control Plan, may draw the appropriate amount from the securities posted and use the funds to arrange for the completion of the said works, or any part thereof;
2. Upon the failure by the permit Holder to repair or maintain a specific part of the works as required by the Township, and in the time requested, the Township may at any time authorize the use of all or part of the securities to pay the cost of any part of the works it may in its absolute discretion deem necessary; or
3. In the case of emergency repairs or clean-up, the Township may undertake the necessary works at the expense of the Permit Holder and reimburse itself out of securities posted by the applicant or to add to the cost of the works to the real property tax roll to be collected in like manner as taxes.

ENVIRONMENTAL CONTROL PROGRAM

Operational Standards

The following criteria are standards for the maintenance and operation of the fill area:

1. Site personnel will receive specialized training for their specific work tasks.
2. The cut/fill operations at the site will be adequately and continually supervised.
3. Clean material will be placed in an orderly manner at the fill area.
4. Procedures will be established, signs posted, and safeguards maintained for the prevention of on-site accidents.
5. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.

6. When the fill area has reached its limit of fill, a final cover of soil will be designed and constructed to a grade capable of supporting vegetation and that minimizes erosion. All slopes will be designed to drain runoff away from the cover and to prevent water from ponding. No standing water will be allowed anywhere in or on the completed fill area. The fill area will then be seeded with vegetation to minimize wind and water erosion. The vegetation used will be compatible with (i.e., grow and survive under) the local climatic conditions and may include a diverse mix of native and introduced species consistent with the post closure land use. However, highly invasive alien plants are not acceptable for planting on fill sites. Temporary erosion control measures will be undertaken while vegetation is being established.

Fill Screening Procedures

A visual inspection of all fill removed from the cut area should be conducted prior to placing in the fill area. The following are signs of potential contamination:

- odours
- usual clumping
- hazardous materials (biomedical, flammable etc.)
- food, household waste
- discoloration
- viscosity (liquids and sludge)
- putrescible wastes
- any other unauthorized materials

If any evidence of soil contamination is observed the applicant will stop the site alteration work and advise the Township of Puslinch immediately.

SCHEDULE "D" **FINANCIAL SECURITIES**

1.0 SECURITY FOR SITE ALTERATION MEASURES

Pursuant to Article 5 of this Agreement the Owner is to provide security in the form of an unconditional irrevocable Letter of Credit, for the applicant's obligations under the By-law and any Permit issued, and such requirements as the Chief Building Official considers necessary to ensure that the work which is the subject of the Permit is completed in accordance with proper engineering standards and practice, this By-law, and the terms and conditions of the Permit. Said agreement may be registered on title. The Mayor and the Township Clerk are hereby authorized to execute any such agreement on behalf of the Township.

- 1.1 The Letter of Credit must remain in effect for the full duration of the Permit. Any Letter of Credit and its subsequent renewal forms shall contain a clause stating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
- 1.2 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that a Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw on the current Letter of Credit at the discretion of the Chief Building Official. The Permit Holder agrees that any interest accruing on the realized security shall belong to the Township and not to the Permit Holder.

2.0 GUARANTEE OF SITE WORKS

- 2.1 The applicant shall provide the Township with a letter of credit in the amount of \$20,000.00 to guarantee that the works will be completed in accordance with the approved plans and documents.

3.0 PROTECTION OF TOWNSHIP HIGHWAYS

- 3.1 This requirement shall come into effect between the Township of Puslinch and the owner (or its authorized agent) of private lands adjacent to a Township Highway when the owner has initiated an undertaking that may cause injurious effects to Township Highways.
- 3.2 When it is determined by the Township Road Superintendent or designate, that the scope of a private undertaking will foul, damage, obstruct, injure or encumber the Township's highways; the owner shall provide financial securities to the Township to compensate for all such manners of maintenance and restitution that may result from the owner's actions on the thoroughfare.
- 3.3 With regards to the security deposit:
 - 3.3.1 The Township Road Superintendent shall determine the value of the financial securities required by the Township.
 - 3.3.2 The valuation of the security deposit will be an estimate based upon the scope of the owner's undertaking and potential costs to maintain and restore the Township highways to their existing conditions prior to the initiation of the undertaking.
 - 3.3.3 The minimum security deposit shall be \$1,000.00.
 - 3.3.4 At any time during the course of the owner's undertaking, the Township Road Superintendent may draw upon the securities posted by the owner to clean, maintain, repair or control the effects of the owner's undertaking on the Township highways.

- 3.3.5 Should the Township Road Superintendent determine that highway maintenance or restitution costs resulting for the owner's undertaking will exceed the estimated security deposit; the owner shall forthwith provide the additional securities as deemed necessary by the Roads Superintendent.
- 3.3.6 Upon the completion of the owner's undertaking, the Township will inspect the adjacent Township highways and refund the balance of the unused security deposit. Similarly, the owner will immediately reimburse the Township upon its demand for any and all additional funds expended to maintain, repair or correct any deficiencies to the Township's highways as a result of the owner's undertaking.
- 3.4 The security deposit to be posted with the Township shall be cash or in the form of a Letter of Credit acceptable to the Township Treasurer.
 - 3.4.1 The deposit must remain in effect for the full duration of the owner's undertaking or until such additional time as the Township Roads Superintendent deems necessary due to the season of the activities.
 - 3.4.2 Any letter of credit and its subsequent renewal forms shall contain a clause stipulating that thirty (30) days written notice must be given to the Township prior to its expiry or cancellation.
 - 3.4.3 The Letter of Credit shall contain a clause stating that in the event that the Township receives notice that the Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Township may draw upon the current Letter of Credit at the discretion of the Township Treasurer.
- 3.5 In the case of emergency repairs or clean-up the Township Road Superintendent may undertake the necessary works at the expense of the owner and draw upon the securities posted by the owner.
- 3.6 All decisions of the Township's Road Superintendent shall be final with respect to any maintenance, cleaning, restoration or repairs to the Township highways resulting from the owner's undertaking.
- 3.7 Nothing within these requirements shall preclude the authority of the Township Roads Superintendent to maintain the standard duty of care on the Township highways, nor limit the abilities of the Superintendent to control or cease the proponent's activities upon the Township highways.

4.0 MUNICIPAL SERVICE FEES

- 4.1 The applicant shall pay to the Township of Puslinch a Municipal Service Fee of \$0.06/Tonne or \$0.10/c.m. of material imported to the fill site.
- 4.2 Payment is to be made to the Township at six (6) month intervals or at the completion of the project whichever occurs first.

5.0 IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER:

- 5.1 To obtain the approval of the Chief Building Official that the Site has been adequately reinstated and stabilized in accordance with this by-law, the plans accompanying the Permit and the terms and conditions of the Permit; and,
 - 5.2 To request that the Township carry out a final inspection of the Site and to obtain the approval of the Chief Building Official that this by-law and the terms and conditions of the Permit have been complied with the Permit Holder.
- 6.0 When the provisions of sections 4.0 and 5.0 above have fully complied with to the satisfaction of the Chief Building Official, he or she shall release the Permit Holder's security.

SUMMARY OF FINANCIAL SECURITIES

A.	Site Works		\$20,000.00
B.	Township Roadways		\$ N/A
		TOTAL DEPOSIT	\$20,000.00
C.	Municipal Service Fees		
	• Fee based upon quantity of fill material imported		

Table 1 Application Requirements

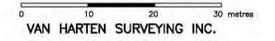
Attachment No.	Application Items	Provided Documentation	Required Y/N?	Agency/Consultant Determination
1	Completed Application Form		Y	Puslinch
2	Owners Permission		Y	Puslinch
3	Application Fee		Y	Puslinch
4	External Permits			
5		Land Use Permit (MTO)	N	MTO
6		Entrance Permit	Y	MTO/County/Township
7		Conservation Authority Permit	N	GRCA/HCA/HRCA
8	External Reports			
9		Chemical Soil Analysis	N	Harden Environmental
10		Chemical Groundwater Analysis	N	Harden Environmental
11		Geotechnical Report	N	GM Blueplan
12		Hydrogeological Reports	N	Harden Environmental
13		Traffic Report	N	Roads/County
14		Noise Study	N	Subject to Noise By-law
15		Environmental Impact Assessment	N	HRCA
16		Rehabilitation Plan	N	MNR (Pit Rehabilitation)
17		Vegetation Report	N	GWS
18		Archaeological Report	N	Puslinch
19	Control Plan		Y	Puslinch
20	Retaining Wall Details		N	Subject to OBC
21	Proof of Table 1 Material		N	Determined After Permit
22	Security For Agreement		Y	Puslinch

Table 2 Control Plan Requirements

Item No.	Application Items	Provided Documentation	Required Y/N?	Agency/Consultant Determination
1	Key Map		N	Puslinch
2	Site Boundaries and Area		Y	Puslinch
3	Adjacent Site Buildings and Use		Y	Puslinch
4	Existing and Proposed Buildings		Y	Puslinch
5	Existing water bodies and Courses		Y	Puslinch
6	Location of Predominant Soil Types		Y	Harden Environmental
7	Location/species of Trees (100mm)		N	GWS
8	Driveways & Easements/ROW		Y	GM Blueplan
9	Storm Water Drainage Systems/Patterns		Y	GM Blueplan
10	Utilities and Structures & Paving		N	GM Blueplan
11	Existing Grades at 0.5 m Contours		Y	GM Blueplan
12	Proposed Grades and Drainage System		Y	GM Blueplan
13	Location of Proposed Works		Y	Puslinch
14	Location of Fill Stockpiles		Y	Puslinch
15	Siltation Control Measures		Y	GWS
16	Schedule of Proposed Works		N	Puslinch
17	Machinery and Hours of Work		N	Puslinch
18	Site Erosion and Dust Control		N	Puslinch
19	Final Site: trees, plantings, top soil depth		N	GWS
20	Site Access/Haul Routes		N	Puslinch
21	Proposed Fill Description		N	Harden Environmental
22	Drawing Scale (ex: 1:500 or 1:1000)		Y	Puslinch
23	Operation Procedures Manual		N	Puslinch

GRADING CONTROL PLAN
PART OF LOTS 38 AND 39
GORE CONCESSION
TOWNSHIP OF PUSLINCH
COUNTY OF WELLINGTON

SCALE 1 : 500



VAN HARTEN SURVEYING INC.

THE KING'S HIGHWAY No. 6

PIN 71193 - 0097 (LT)

WIDENED BY HIGHWAY PLAN No. 281 (P-16A3-24)

PART 5

PART 4

PART 6

PIN 71193-0078(LT)

PIN 71193-0079(LT)

PIN 71193-0075 (LT)

PIN 71193-0074(LT)

PART 1, 61R-7739

PART 1

PART 2

PART 2

CONCESSION

LOT

GORE

LOT

39

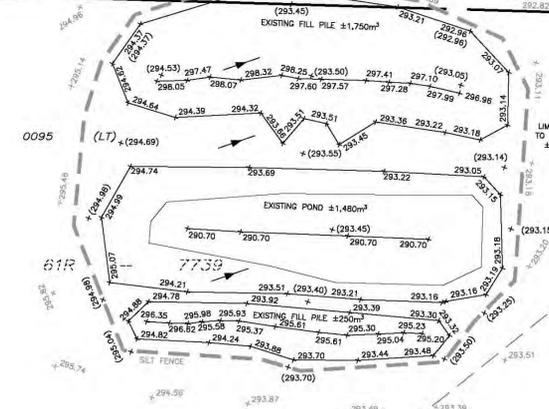
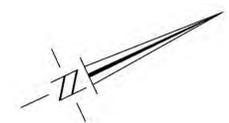
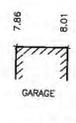
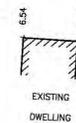
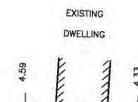
PART 1, 61R-8919

PIN 71193-0126(LT)

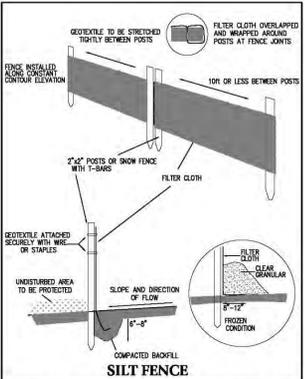
PART 1, 61R-2192

PIN 71193-0127(LT)

PIN 71193-0081(LT)
PART 1, 61R-5537



- LEGEND:**
- (293.45) - PROPOSED ELEVATION
 - 293.51 - EXISTING ELEVATION
 - SLOPE
 - - - SILT FENCE



- SILT FENCE**
1. SILT FENCE TO BE INSTALLED AROUND PERIMETER OF AREA TO BE ALTERED AS NECESSARY TO CONTROL ALL SILT RUN OFF.
 2. PROPER SILTATION CONTROL IS TO BE INSTALLED AND INSPECTED BY THE BUILDING DEPARTMENT AND THE CONSULTING ENGINEER BEFORE EXCAVATION OR ANY OTHER WORK.

METRIC: DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

	<p>Van Harten SURVEYING INC. LAND SURVEYORS and ENGINEERS</p>	
	<p>423 WOOLWICH STREET GUELPH, ONTARIO N1H 3X3 PHONE: (519) 821-2765 FAX: 821-2770 www.vanharten.com</p>	<p>660 RIDDELL ROAD, UNIT 1 ORANGEVILLE, ONTARIO L9W 5G5 PHONE: (519) 940-4110 FAX: 519-940-4113 www.vanharten.com</p>
<p>DRAWN BY: N.C.H.</p>		<p>CHECKED BY: J.E.B. PROJECT No. 19393-10</p>

**Ministry of
Transportation**



Entrance Permit

EN-2014-31L-17

ISSUED Vilmos Kadvanj
TO: 6 - 90 Alderson Drive
Cambridge, ON, N3C 0E4

APPLICANT NAME:
Vilmos Kadvanj
6 - 90 Alderson Drive
Cambridge, ON, N3C 0E4

PURPOSE OF ACCESS:
Residential

PERMIT CONDITIONS:

To construct a 5.0 m wide field entrance. Please refer to the attached OPSD 301.010 standard for entrance details, and the attached Appendix "A" for additional conditions. This permit is issued in accordance with the Ministry of Transportation's comments of July 7, 2010 on severance application B95/10. Property located on the east side of Highway 6, approximately 540 m north of the intersection of Maddaugh Road. Once the property has been sold, the new owner must apply to MTO for an entrance permit to update the ownership and change the use to residential.

(ETR 152-6/6-0 ; Sta 10+510 Rt)

LOT: 38 & 39 **CON.:** Gore **PT/BLK:** 2 **PLAN:** 61R-11538 **NOT CONTROLLED ACCESS**

GEOGRAPHIC TOWNSHIP: Puslinch
MUNICIPALITY: Township of Puslinch

APPROVED MATERIAL: Granular & Pipe
SIZE OF PIPE: 500.00 mm X 9.50 m

COUNTY/DIST/REG: Wellington

HWY.: 6 **TYPE:** Field **STANDARD:** OPSD-301.010

WIDTH: 5.00 m

EXPIRY DATE:

FEE: \$ 230.00

* Construction must be started within six(6) months of date of issue or this permit shall be void.

Such permit shall not be used as a means of access to any type of establishment other than described herein.

THIS PERMIT IS ISSUED UNDER THE AUTHORITY VESTED IN THE MINISTER BY THE PUBLIC TRANSPORTATION AND HIGHWAY IMPROVEMENT ACT AND THE REGULATIONS PURSUANT THERETO AND IS SUBJECT TO THE CONDITIONS ON THE BACK HEREOF.

DATED AT: London

ON:* June 10, 2014

A handwritten signature in blue ink, appearing to read "Vilmos Kadvanj", written over a horizontal line.

Head, Corridor Management/Operational Services

Ministry of
Transportation
Engineering Office
Corridor Management Section
659 Exeter Road
London, Ontario, N6E 1L3
Telephone: (519) 873-4209
Facsimile: (519) 873-4228

Ministère des
Transports
Bureau du génie
Section de gestion des couloirs
routiers
659 Exeter Road
London (Ontario) N6E 1L3
Téléphone : (519) 873-4209
Télécopieur : (519) 873-4228



June 10, 2014

Vilmos Kadvanj
6 - 90 Alderson Drive
Cambridge, ON
N3C 0E4

Dear Sir or Madam:

**Re: Field
Entrance Permit No. EN-2014-31L-17
Lot 38 & 39, Con. Gore, Township of Puslinch, Wellington County, Highway 6**

Please find attached your Entrance Permit, which has been issued in accordance with the **PUBLIC TRANSPORTATION AND HIGHWAY IMPROVEMENT ACT, R.S.O. 1990, P. 50**. Please note the conditions on the front and back of the Permit. In addition to the conditions of this permit, the property owner and/or permit holder must meet all of the requirements of the local municipality and any other agencies having jurisdiction, and obtain any additional permits and/or approvals as required.

The new field entrance must meet permit conditions, and the entrance side slopes must be properly top soiled and grass seeded. All work must be completed to the satisfaction of the ministry.

Once you are ready to proceed with your work, please contact our Patrol Supervisor Wayne Albrecht, Carillion at (519) 635-0387 at least 48 hours prior to beginning the work. This will ensure he is aware of your intentions. An inspection will be made prior to the work to avoid any problems. He may be able to assist you with specific problems on the highway right-of-way.

Finally, please note that this permit will automatically expire six (6) months from issue if the works you have proposed have not begun. A new Permit and Fee will then be required.

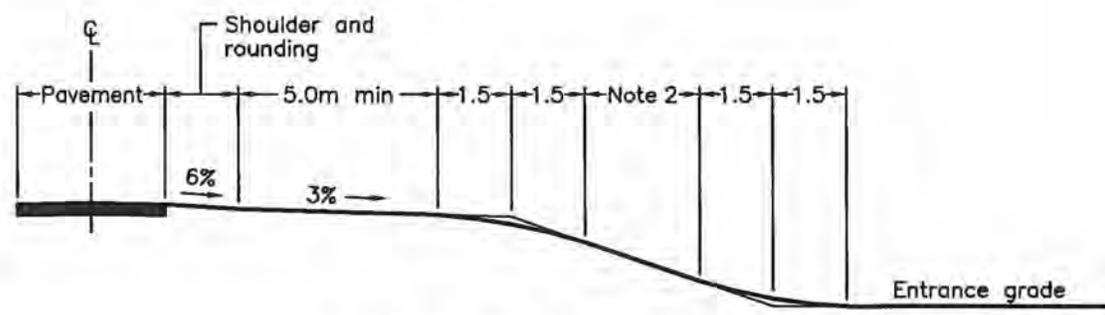
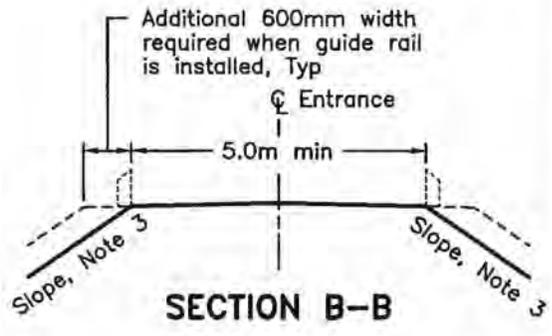
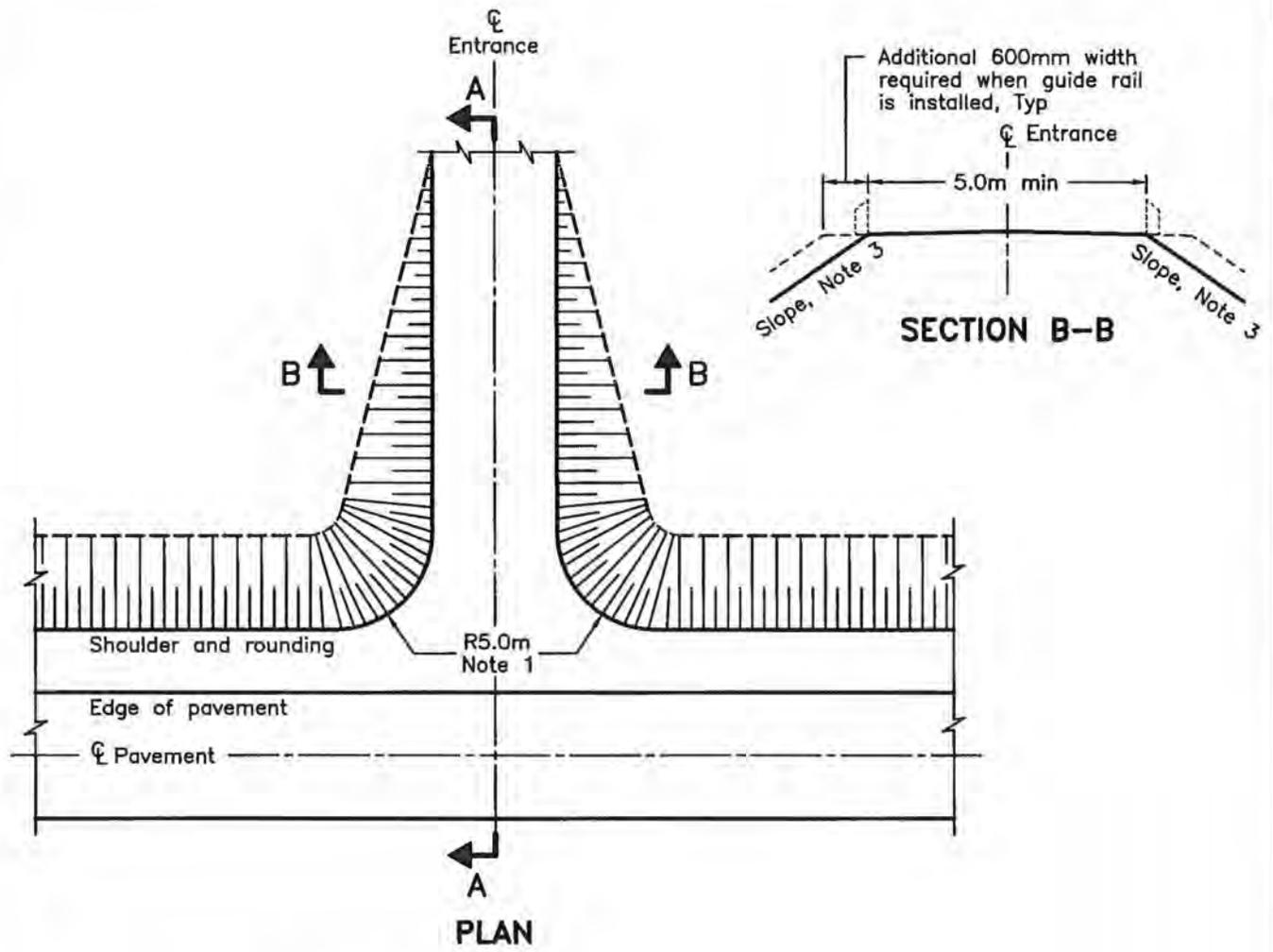
If you have any questions or require further assistance, please contact the undersigned.

Yours truly

A handwritten signature in black ink, appearing to read "Tracy Pastor".

Tracy Pastor
Corridor Management Officer
Corridor Management Section
West Region

c: Wes Knowlton, TWD
Derek Amiss, MTO



SECTION A-A

NOTES:

- 1 Radius shall be 8.0m when entrance is used for farm equipment.
- 2 Maximum gradient: 6% for residential entrances and 10% for farm and field entrances.
- 3 Slope shall be 3H:1V or flatter when specified.
- A All dimensions are in metres unless otherwise shown.

ONTARIO PROVINCIAL STANDARD DRAWING

Nov 2010 Rev 2

RURAL ENTRANCES
TO ROADS ON FILL



OPSD 301.010

Entrance Permit Appendix "A"

The Ministry of Transportation ("MTO") requires the property owner and their contractor who is carrying out the construction of the entrance to be aware of the following conditions, as well as the standard conditions on the reverse side of the Entrance Permit. The contractor is to have a copy of both this appendix as well as a copy of the Entrance Permit on site during construction of the entrance.

THIS APPENDIX 'A' FORMS PART OF THE CONDITIONS OF YOUR PERMIT. THESE ARE GENERAL CONDITIONS ONLY. PLEASE NOTE ANY SPECIFIC INSTRUCTIONS AND/OR CONDITIONS ON THE FRONT OF YOUR PERMIT.

- Prior to commencing the construction of the entrance within MTO's right-of-way, MTO's Maintenance Coordinator and MTO's Area Maintenance Contractor (identified in the Entrance Permit cover letter) shall be notified 48 hours prior to the commencement of the work. The contractor or property owner shall also notify MTO when the work is complete.
- MTO's West Region Traffic Operations Centre is to be notified of any lane closures as well as any work within the MTO right-of-way by submitting the Notification of Field Work Operations form attached. Notification shall be by fax (519) 873-4443 or by e-mail at WestRegion.TOC@ontario.ca. Notification must be received by 1600 hrs one day prior to the work taking place.
- The property owner and/or their contractor are responsible for all measures required to ensure the safety of the travelling public and controlling traffic by utilizing adequate flagmen, signs or lighting necessary. All work within highway right-of-way shall conform to the Ontario Traffic Manual, Book 7, Temporary Conditions. Depending on the complexity of the work, a Traffic Control Plan may be required and presented to MTO for approval. Where at all possible, vehicles and equipment shall be parked clear of the shoulders of the highway. Prolonged parking on the shoulders shall not be permitted. Vehicles and equipment shall not be parked on the shoulders at night except in an emergency and shall be suitably illuminated. Failure to do so may result in the cancellation of the Entrance Permit.
- The property owner and/or their contractor shall also notify MTO when the work is completed.
- Any drainage or settlement problems resulting from the installation of the entrance shall be the responsibility of the property owner to remedy upon notification by MTO.
- Backfill material and compaction requirements shall be to MTO specifications.
 - Backfill: Minimum of 150 mm of granular "A" material for the top of the entrance, with the balance to be suitable granular "B" material.
- Culvert shall be new and placed 75 mm below the bottom of the ditch line.

- No headwalls shall be erected at the ends of the culvert. Typically, the entrance is to be constructed with side slopes of 2:1, unless otherwise indicated on the Entrance Permit.
- The property owner will be required to correct an improperly constructed entrance which does not conform to the conditions of the Entrance Permit and/or this appendix.
- To prevent breakage resulting from snow plowing, paving stones or concrete pavement are not permitted within 5 m of the edge of pavement for either commercial or residential entrances.
- It will be the land owner's responsibility to establish the location of all existing utilities located within the highway right-of-way. Any alterations or relocations will be at the property owner's expense.
- All highway road signs that require removal for a temporary period shall not be damaged and shall be replaced in their original condition and location following the completion of the works. Damaged highway signs shall be replaced at the property owner's expense.
- Any damage to existing pipes, or other drainage facilities, shall be repaired to original condition or better.
- Drainage shall be maintained at all times. Any contaminated shoulder material shall be removed and same replaced with granular "A" to MTO specifications.
- Stockpiling of material adjacent to the travelled portion of the highway shall not be permitted after working hours.
- Notwithstanding the permission granted herein, the property owner shall not cut, trim or interfere with any trees within the highway without the written approval of MTO. All mature trees are to be bored from drip line to drip line, as to not destroy their root system.
- Excavations shall be protected by concrete barriers and fully enclosed when unattended.
- All excess material to be disposed of outside of the MTO right-of-way.
- Permission to undertake the subject works may be temporarily revoked as a result of MTO wishing to carry out construction or other works in the area or for any other reasons, at the discretion of the MTO.
- In built-up areas where neighbouring grass has been removed or damaged, these areas shall be repaired/replaced with topsoil and sod, as directed by MTO, and maintained until rooting has occurred to the satisfaction of MTO.

- The right-of-way area beyond the entrance which may have been disrupted should be top-soiled and seeded with the following standard roadside mixture unless otherwise specified by MTO:
 - Creeping Red Fescue – 55%
 - Kentucky Bluegrass – 27%
 - Perennial Ryegrass – 15%
 - White Clover – 3%
 Seed shall be applied at a rate of 0.01 kg./M². Where conditions exist, area will be protected to prevent erosion until vegetation has been established.

- For further information, contact the Corridor Management Officer in your area.

London	Corridor Management Section Engineering Office Ministry of Transportation 659 Exeter Road London, ON N6E 1L3 1-800-265-6072 toll free + last 4 digits of ph #
	Sylvie Lauzon, CMO (519)873-4206 ph Tracy Pastor, CMO (519)873-4209 ph Tim Burns, CMO (519)873-4210 ph Liz Urdaneta, CMO(A) (519)873-4583 ph Ryan Mentley, CMO(A) (519)873-4543 ph Michele Carnerie, Admin (519)873-4203 ph London Fax: (519)873-4228



NOTIFICATION OF FIELD WORK OPERATIONS

Sent by and phone #	MTO Contact and phone #:	Sent Date:		
Contract #	24 Hr Contact and phone:	Highway #:		
Location From: (Km or Interchange or nearest Community)	Location To: (Km or Interchange or nearest Community)			
Ramp Closure (If applicable) Interchange # / Road Name			Times:	
	<input type="checkbox"/> Eastbound	<input type="checkbox"/> Off Ramp	<input type="checkbox"/> On Ramp	
	<input type="checkbox"/> Westbound	<input type="checkbox"/> Off Ramp	<input type="checkbox"/> On Ramp	
	<input type="checkbox"/> Northbound	<input type="checkbox"/> Off Ramp	<input type="checkbox"/> On Ramp	
	<input type="checkbox"/> Southbound	<input type="checkbox"/> Off Ramp	<input type="checkbox"/> On Ramp	
Lane Closures (indicate date and hours)				
	Left	Centre	Right	Shoulder only
<input type="checkbox"/> Eastbound-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Westbound-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Northbound-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Southbound-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work to be Performed:				
Equipment:				
General Information	yes	no	Comments / Extra Info:	
Weather permitting	<input type="checkbox"/>	<input type="checkbox"/>		
Reduced speed	<input type="checkbox"/>	<input type="checkbox"/>		
Advanced signing to be erected	<input type="checkbox"/>	<input type="checkbox"/>		
Mobile operation	<input type="checkbox"/>	<input type="checkbox"/>		
Flagging operation	<input type="checkbox"/>	<input type="checkbox"/>		
Signature:				
<p>Please remember the information supplied is required for public and Emergency Services information via media advisories. Keep all details clear, concise and correct.</p> <p>E-Mail to WestRegion.TOC@ontario.ca or fax to West Region TOC (519)873-4443 or no later than 1600hrs the day before the closure is to occur. TOC phone number is 519-873-4223</p>				

OFFICIAL RECEIPT

LOCATION: Corridor Management Section, 659 Exeter Road, London, N6E 1L3

DATE: Jun 09, 2014

RECEIVED FROM: Vilmos Kadvanj

ADDRESS: 6 - 90 Alderson Drive
Cambridge, ON, N3C 0E4

COMMENTS:

CASH CH, UNMARKED CHEQUE UC, CERTIFIED CHEQUE CC, CREDIT CARD CD

	PARTICULARS	PAYMENT	AMOUNT RECEIVED
	FIEL EN-2014-31L-00000017	CD	230 00

Totals: 230.00

RECEIVED BY

Bonnie Baker

RECEIPT NO: 31L-94266