



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
MAY 14, 2015 - SPECIAL COUNCIL MEETING

AGENDA

DATE: Thursday, May 14, 2015

CLOSED: 6:00 P.M. – Township Municipal Offices
7404 Wellington Rd. 34

SPECIAL MEETING: 7:00 P.M. - Optimist Recreation Centre
23 Brock Road South

≠ Denotes resolution prepared

1. Call the Meeting to Order

2. Disclosure of Pecuniary Interest & the General Nature Thereof.

2A. **CLOSED SESSION**

(a) Confidential Report from the Township's Solicitor, regarding litigation or potential litigation, and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – Township of Puslinch By-law 31/12 - Site Alteration By-Law/Agreement - Reid

3. **DELEGATIONS**

(a) **7:05 p.m.** – Johanna Shapira, Wood Bull, LLP regarding Site Alteration Agreement, Marc & Andrea Reid, 7827 Wellington Rd. 36, L04/RE1, on behalf of John Myers and request refusal of permit Application and Agreement.

(b) **7:25 p.m.** – Carmela Marshall, Ontario Soil Regulation Task Force and Lakeridge Citizens for Clean Water regarding the large fill site application being brought before Council on May 14th, share experiences over the past 5 years with regards to large scale fill site and provide concerns/recommendations to Council going forward regarding requirements, enforcement and compliance for large scale fill projects.

(c) **7:45 p.m.** – Margaret Walton, Planscape, site alteration matter Marc Reid L04/RE1, opposing approval.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
May 14, 2015 SPECIAL COUNCIL MEETING

4. **REPORTS**

≠

- (a) Report PD-2015-008- Site Alteration Agreement Marc & Andrea Reid – 7827 Wellington Road 36 - L04/REI
- (b) Report PD-2015-03 – Site Alteration Agreement Marc & Andrea Reid – 7827 Wellington Road 36 - L04/REI *
- (c) Report PD-2015-005 – Public Meeting - Site Alteration Application File L04-REI Marc & Andrea Reid - 7827 Wellington Road 36 - File LO4-REI *
- (d) Report PD-2015-007 – Site Alteration Agreement - Marc & Andrea Reid – 7827 Wellington Road 36 L04/REI *

***Reports have been included in previous Council Agendas and have been included for information purposes.**

4. **MINUTES**

- (a) Public Meeting Minutes Marc & Andrea Reid – March 11, 2015 *
- (b) Council Meeting Minutes – April 15, 2015 *

*** Minutes have been included in previous council Agenda and have been included for information purposes.**

≠ 5. **CONFIRMING BY-LAW**

- (a) By-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch

≠ 6. **ADJOURNMENT**

6 May 2015

Sent via E-mail KLandry@puslinch.ca

Councillors, Township of Puslinch
C/O Ms. Karen Landry, Chief Administrative Officer/Clerk
7404 Wellington Road 34
Guelph, Ontario, N1H 6H9

Dear Councillors:

**Re: Site Alteration Permit Application
7827 Wellington Rd. 36, Puslinch
Special Council Meeting scheduled for 14 May 2015
Written Submissions on behalf of John Myers**

We have been retained by Mr. John Myers, owner of the property located at 7818 Wellington Road 36, in connection with the Site Alteration Permit application (the "Permit Application") submitted by the owner of property located at 7827 Wellington Road 36 (the "Subject Property").

We understand that Council will consider the Permit Application at a Special Council Meeting on 14 May 2015. On behalf of our client, we submit the following comments for Council's consideration at that meeting.

Background

As you know, the purpose of the Permit Application is to allow the filling of a portion of the Subject Property (the "Fill Area") with approximately 69,500 m³ of fill (the "Fill Operation"). From the plans on the public record, the Fill Area appears to comprise a relatively small portion of the Subject Property.

According to Staff Report PD-2015-003, the purpose of the Fill Operation is, "to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields." And further, "the applicants sought to obtain a site alteration permit for the levelling of a farm field in order to improve the efficiency of farming the land. In order to make this necessity fiscally possible the applicant is seeking to import approximately 69,500 m³ of soils." Similar descriptions are provided in both Staff Reports PD-2015-05 and PD-2015-007.

Johanna R. Shapira Direct: (416) 203-5631 jshapira@woodbull.ca



6 May 2015

Comments

On behalf of our client, we submit the following comments for Council's consideration.

(1) The Nature of the Fill Operation Should be Examined

The exceptionally large volume of fill being proposed for the Fill Area calls into question whether the Fill Operation constitutes a normal farming practice as part of an Agricultural Use, which is permitted under the Township Zoning By-law 19/85 (the "Zoning By-law"), or whether it is in fact a Commercial Fill Operation. This issue merits careful examination before any further processing of the Permit Application occurs.

If the Fill Operation is in fact not part of or accessory to a permitted Agricultural Use, but instead a Commercial Fill Operation, any filling that has occurred on the Subject Property to date would be in direct contravention of the Zoning By-law. No filling could legally occur anywhere on the Subject Property, including the portion regulated by Conservation Halton, until the proponent has obtained written permission from the Building Inspector for such activity. We are not aware of any such permission being granted to date.

The issue of whether depositing large quantities of fill constitutes normal farming practice has been considered by the Courts. In a 2012 case called *Township of Uxbridge v. Corbar Holdings*, the Superior Court was called upon to determine whether "[it is] normal farming practice to alter the topography of lands by the depositing of large quantities of fill ...". Based on the evidence before that Court, and the particular facts of that case, the Court found that "the depositing of fill in the quantities evidenced to date on the property and the additional fill which the respondents seek to continue to deposit are not the operations of a farming operation but rather are akin to a commercial fill operation." The Court's decision was confirmed on appeal. Similarly, in *Livingston v. Niagara Escarpment Commission*, the Niagara Escarpment Hearing Office found that a fill (clean topsoil) operation of approximately 80,000 m³ in the Town of Caledon did not constitute an agricultural operation.

Based on the foregoing, we respectfully submit that the Township undertake further research to determine whether the Fill Operation is part of an Agricultural Use, or whether it is more properly characterized as a Commercial Fill Operation.

(2) Scope of Pre-Fill Due Diligence Should be Expanded

Council has the ability to balance the interests of the proponent and the community in determining whether to approve the Permit Application. Certainly, the Site Alteration By-law gives the Township broad discretion to require any type of report or information it may need in assessing whether the Fill Operation is a desirable land use for the Subject Property. Given the broad public interest and debate

6 May 2015

that has arisen over this Permit Application, it is respectfully submitted that Council should have the benefit of more information before it is called upon to make a decision on the application.

In this regard, we respectfully submit that the Council seek the following additional information:

1. the true nature of the use being proposed, as per the comments raised above;
2. if it is an Agricultural Use, the alternative fill methods/volume that are viable in achieving the proponent's stated purpose of increasing the farming efficiencies of the Subject Property;
3. if it is a Commercial Fill Operation, the need for such an operation, taking into account other available lands in the area and their appropriateness relative to the Subject Property for such an operation, as well as a consideration of establishing a negative precedent for Commercial Fill Operations in the Township;
4. in either case, the compatibility of the Fill Operation with the surrounding land uses, giving consideration to the proposed grade change, its relationship to the existing buildings and land topography, separation between the uses etc.;
5. the impact on biodiversity and connectivity of natural features and species, in general and in the context of the provincial and municipal policies referenced below; and
6. methods of mitigating any identified negative impacts.

(3) Provincial and Municipal Policies Must be Addressed

The *Planning Act* requires that any decision by the Township or Conservation Halton in respect of a planning matter (which we respectfully submit includes site alteration) be consistent with the Provincial Policy Statement 2014 (the "PPS"), and any by-law passed in connection with the Permit Application conform to the Wellington County Official Plan (the "Wellington OP"). It appears from the public record that these policies have not been considered to date.

In regard to water, PPS Policy 2.2.2 states that:

2.2.2 Development and site alteration shall be restricted in or near sensitive surface water features and sensitive ground water features such that these features and their related hydrologic functions will be protected, improved or restored.

The Wellington OP also contains policies aimed at protecting water resources. We refer you to Policy 4.9.3 which states that:

Groundwater resources occur throughout the County and are not confined to the Greenlands system. Groundwater needs to be protected to promote public health, and as an essential resource for urban and rural water supplies, agricultural production and the maintenance of the Greenland system. It is the intent of this Plan that all development and site alteration shall be subject to the following policies to ensure water quality and

6 May 2015

quantity are not negatively affected. Specifically, it is the County's intent that the development of public and private uses will not

- negatively impact groundwater recharge or discharge*
- impair groundwater or surface water quality*
- negatively impact municipal groundwater supply. ...*

Maintaining a sustainable groundwater supply is a priority to meet the needs of current and future residents. The County recognizes a relationship between groundwater and surface water in terms of recharge and discharge functions ...

It is respectfully submitted that these policies should be addressed. We also note that if staff determine that the Fill Operation is more akin to a Commercial Fill Operation than an Agricultural Use, PPS Policy 2.1 regarding natural heritage features would also warrant a close examination.

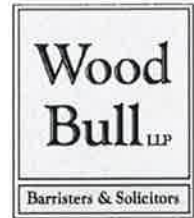
(4) Agreement Should be Examined to Ensure Enforceability

Without having done a thorough review of the Agreement, it appears that there are potential issues with the Financial Assurances provisions, insofar as the relationship of those provisions to Schedule "D" are not explicit in the Agreement.

Respectfully, a careful review of the entire draft Agreement is warranted to ensure that it is enforceable.

Conclusion and Requests to Council

It is our respectful submission that the uncertainty as to the true nature of the proposed use, combined with the relative lack of information required in order for Council to make a fully informed and balanced decision at this time, and the need to do a careful review of the agreement, are so fundamental in nature as to merit a refusal of the Permit Application until such matters can be addressed.



6 May 2015

Therefore, on behalf of our client, we respectfully request that Council refuse the Permit Application.

Yours very truly,

Wood Bull LLP

A handwritten signature in blue ink that reads "Shapira". The signature is written in a cursive style with a large, looping initial 'S'.

Johanna Shapira

JRS

c. J Myers

Ontario Soil Regulation Task Force

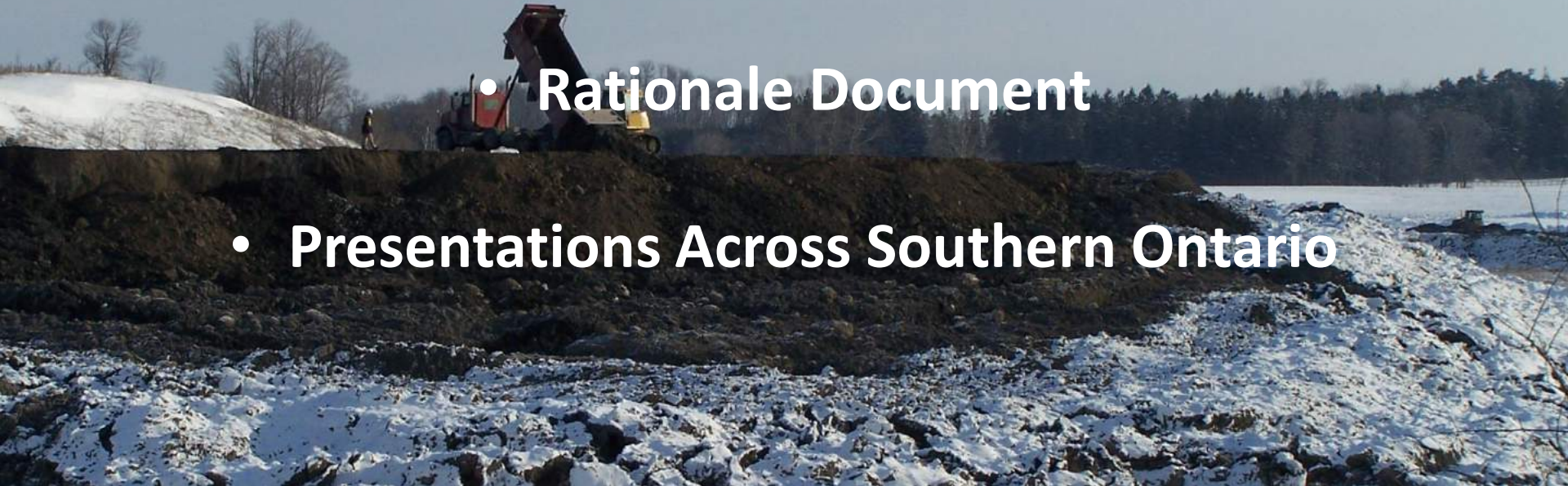
- Lakeridge Citizens for Clean Water
- Earthroots
- STORM
- Rural Burlington Greenbelt Coalition
- Clarington Citizens for Clean Water and Soil
- Tecumseth Pines Residents Association
- East Gwillimbury Citizens for Clean Water
- North West Whitby Residents for Clean Water
- Concerned Citizens of Bloomington
- STORM
- Concerned Citizens of King Township
- Concerned Citizens of the City of Kawartha Lakes
- Gravel Watch ...

Helping to find sustainable and responsible solutions for excess soil management.



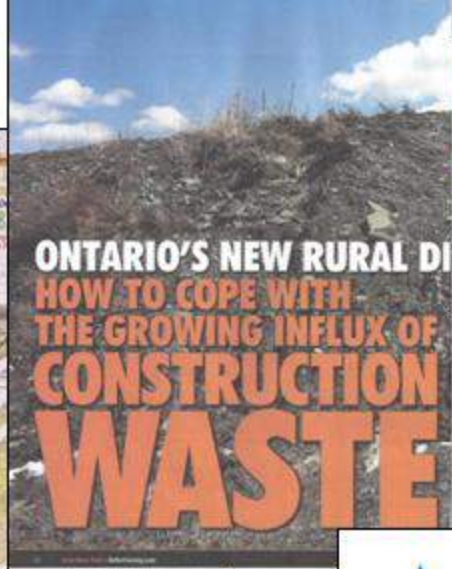
Project Clean Dirt

- Model Site-Alteration By-law
- Model Large Scale Fill Site Legal Agreement
- Model Fill Management Plan
- Rationale Document
- Presentations Across Southern Ontario



Why Project Clean
Dirt?

Media Coverage



ONTARIO'S NEW RURAL DUMP HOW TO COPE WITH THE GROWING INFLUX OF CONSTRUCTION WASTE

Port Perry
THE STAR
Thursday, December 28, 2011

What's in store for 2012?
Scugog mayor looks to new year

COMMUNITY
A glance back of 2011
Celia Klimentz shares her favourite photos

COMMUNITY
Rotary club rewarded

NOTICE
NO DUMPING ALLOWED
EXCEPTED AREAS ONLY - SEE THE DUMPING BY-LAW FOR MORE INFO
SITE AUTOMATICALLY PROTECTED BY LAW. NO OTHER DUMPING OR STORAGE OF MATERIALS IS PERMITTED ON THIS SITE WITHOUT THE WRITTEN PERMISSION OF THE TOWNSHIP OF SCUGOG.

Scugog has its fill of commercial dumping
EARTHWORK SITE AN ONGOING CONCERN FOR TOWNSHIP IN 2011

New Tecumseth Free Press Online
SERVING THE BUSINESS COMMUNITIES OF ALBERTA, BRITISH COLUMBIA, MANITOBA, ONTARIO, SASKATCHEWAN, ALBERTA, BRITISH COLUMBIA, MANITOBA, ONTARIO, SASKATCHEWAN
Planning online April 2008
Community Journalism since 1988
Monday, April 9, 2012

'Get a bunch of seniors riled and frustrated, that can happen'
Posted March 28, 2012

Uxbridge pit
DARRYL KNIGHT

UXBRIDGE: The pro claim that the endeavor the province.

Rene de Vries of Tetr at their meeting on t

A4 • TORONTO STAR • MONDAY, FEBRUARY 14, 2011

NEWS

Residents fear moraine water contaminated

Local group, politicians trying to stop dumping of commercial fill in old gravel pit on Oak Ridges site

VANESSA LU
STAFF REPORTER
Sharon Frank and Jennifer Schaffeld

NOTICE
NO DUMPING ALLOWED
EXCEPTED AREAS ONLY - SEE THE DUMPING BY-LAW FOR MORE INFO
SITE AUTOMATICALLY PROTECTED BY LAW. NO OTHER DUMPING OR STORAGE OF MATERIALS IS PERMITTED ON THIS SITE WITHOUT THE WRITTEN PERMISSION OF THE TOWNSHIP OF SCUGOG.

EARTHWORK INDUSTRIES
THIS IS A FEDERAL AERODROME
Municipal & provincial bylaws apply to aerodrome & airport
Call 905-880-9100
2300 PALMER ROAD
SCUGOG, ONTARIO L0G 1R0
TEL: 905-880-9100 FAX: 905-880-9101

POSTED TORONTO

TRENDING Egypt | Wimbledon | Alberta floods | NHL draft 2013 | Rob Ford | Justin Trudeau | Andrew Coyne | Mukar | Mike Duffy | Bieber | Jays | North Korea

Turn your summer stories into glorious full-page cartoons | Christie Blatchford

'Why can't they find a home for the soil?': Contractors agree Toronto's dirt policy is a mess

PETER KUTENBROUWER | 13/06/20 | Last updated: 13/06/20 9:52 AM ET
More from Peter Kutenbrouwer | @kutenbrouwer

myKawartha.com
Peterborough This Week - Kawartha Lakes This Week - Brock Citizen

Fallout continues at Oakwood farm
By Mary Riley
August 13, 2012

(OAKWOOD) An Oakwood farm owner whose efforts to fill a hole left by a former gravel pit operator led to a new fill bylaw in the City of Kawartha Lakes is not impressed with signs on Taylor's Road claiming her land is contaminated.

WARNING
CONTAMINATED FILL
DUMP SITE

Print

THE GLOBE AND MAIL

Paydirt

The tale of Toronto's tainted soil

John Iorinc
Globe and Mail Update
Published Monday, Feb. 20, 2012 10:54 PM EST
Last updated Tuesday, Feb. 21, 2012 4:23 AM EST

DIGITAL JOURNAL

Is soil safe at local 'dump' in Ontario?

Posted Dec 20, 2010 by KJ Mullins

A company dumping landfill in a small Ontario township is accused of providing logs or testing to show that their fill is within regulatory limits.

Simco

Toxic dirt dumped in Ontario's prime farmland

With lax rules and no tracking system, Ontario sits idly while Toronto's contaminated dirt is dumped in the countryside.

Resident
Brad Pritchard

Scugog township mayor Chuck Mercier g about the huge amount of aggregate and municipality, which extends over the hills of Toronto.

Day-long symposium fills house
BLAKE WOLFE The Standard

SCUGOG: Calls by Ontario's Environmental Commissioner for increased regulation a responsibility for commercial fill by industry and the provincial government were among the viewpoints heard at last week's Large Scale Commercial Fill Symposium in Port Perry.

fill site appeals

Conoco Edmont truckloads of fill to re-grade the a landing condition Palmisano, an en years of construc group of owners airfield from the

By David Fleis


Groups

Dirt from construction being dumped on Oak Ridges Moraine

"I tell people, 'Dig a hole in Toronto and they get development charges and property-tax revenue. And what do we get out here? A pile of dirt.'"

Some Fill Industry Concerns

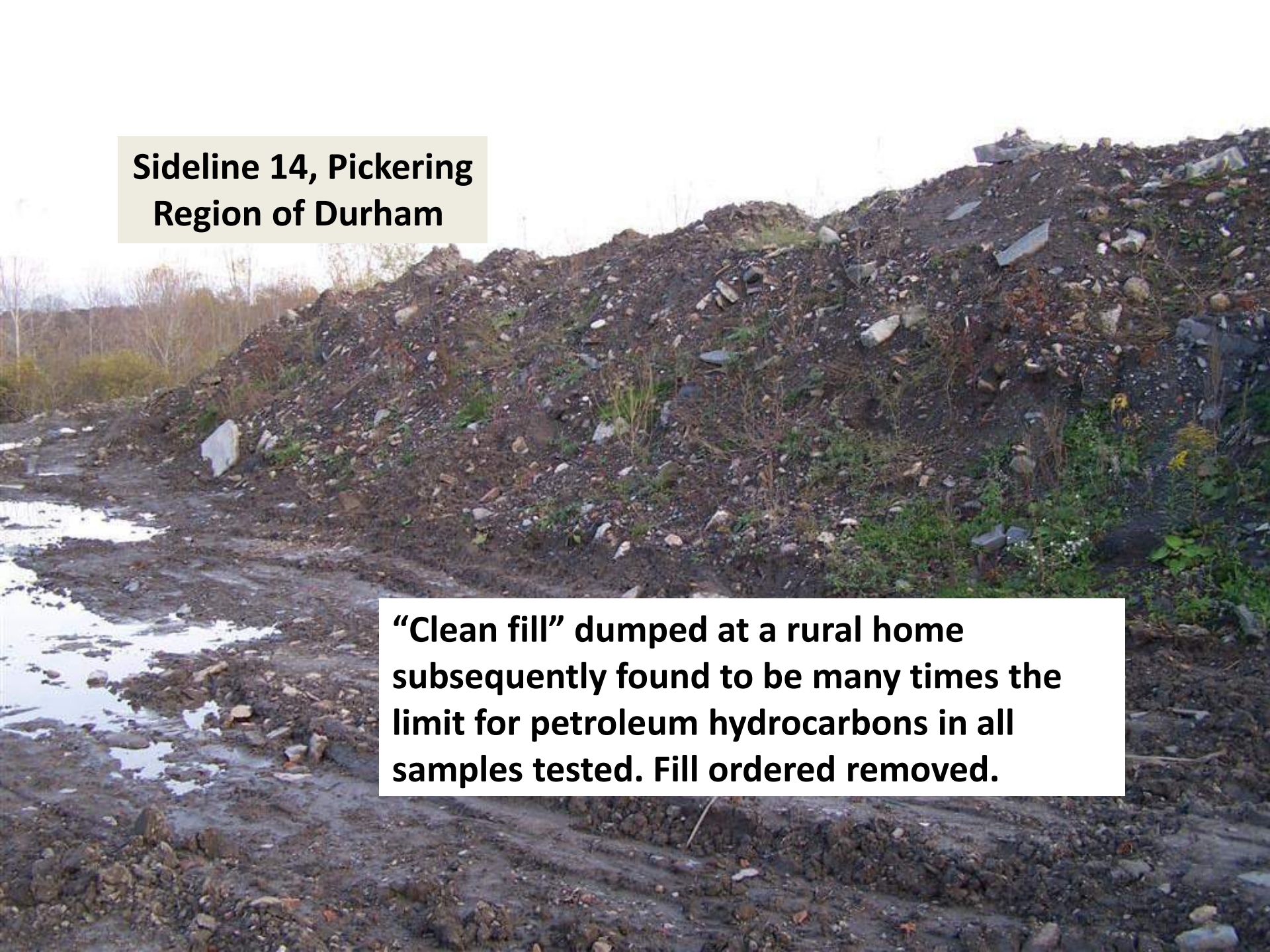
- Contamination
- Non-compliance Issues
- Inappropriate Location of Receiving Site
- Legislative Loopholes and Knowledge Gaps



**Among many other contaminants,
cyanide found at 3000 times the
acceptable limit.**

**Lakeridge Site, Scugog
Region of Durham**

**Adjacent to Natural Core Area
on the Oak Ridges Moraine.**



**Sideline 14, Pickering
Region of Durham**

**“Clean fill” dumped at a rural home
subsequently found to be many times the
limit for petroleum hydrocarbons in all
samples tested. Fill ordered removed.**



Unpermitted fill operation with soil certified to be acceptable, found to greatly exceed limits in most samples and for many contaminants.

City of Kawartha Lakes, Taylor's Rd. fill

Table 1 - Summary of June 19, 2012 Soil Samples exceeding Ministry Standards

City of Kawartha, Taylor's Rd. fill site

Contaminant	Sample Units	Sample Field IDs				Potable Groundwater Use		Non-potable Groundwater		Standards Units
		TR001	TR002	TR003	TR004	Table 2**	Table 2**	Table 3**	Table 3**	
						Residential	Industrial	Residential	Industrial	
F1 (C6-C10)	mg/kg	10	10	10	10	55	55	55	55	ug/g
F2 (C10-C16)	mg/kg	26	14	26	12	98	230	98	230	ug/g
F3 (C16-C34)	mg/kg	520	520	480	220	300	1700	300	1700	ug/g
F4 (C34-C50)	mg/kg	180	220	210	120	2800	3300	2800	3300	ug/g
Aluminum	ug/g dry	13000	25000	14000	12000	NV	NV	NV	NV	ug/g
Antimony	ug/g dry	5	20	5	5	7.5	40	7.5	40	ug/g
Arsenic	ug/g dry	5	25	5	5	18	18	18	18	ug/g
Barium	ug/g dry	120	510	150	98	390	670	390	670	ug/g
Beryllium	ug/g dry	0.68	1.2	0.6	0.55	4	8	4	8	ug/g
Boron	ug/g dry	23	70	22	16	120	120	120	120	ug/g
Calcium	ug/g dry	83000	150000	70000	97000	NV	NV	NV	NV	ug/g
Cadmium	ug/g dry	3.4	20	3.4	1	1.2	1.9	1.2	1.9	ug/g
Chromium	ug/g dry	31	110	41	26	160	160	160	160	ug/g
Cobalt	ug/g dry	9.7	46	22	7	22	80	22	80	ug/g
Copper	ug/g dry	130	960	170	68	140	230	140	230	ug/g
Iron	ug/g dry	32000	100000	36000	24000	NV	NV	NV	NV	ug/g
Lead	ug/g dry	220	1100	230	130	120	120	120	120	ug/g
Magnesium	ug/g dry	11000	22000	11000	8600	NV	NV	NV	NV	ug/g
Manganese	ug/g dry	550	1200	540	470	NV	NV	NV	NV	ug/g
Molybdenum	ug/g dry	1	9	2.5	0.5	6.9	40	6.9	40	ug/g
Nickel	ug/g dry	52	280	100	32	100	270	100	270	ug/g
Potassium	ug/g dry	2700	3800	2400	2400	NV	NV	NV	NV	ug/g

Independent Testing by the MOE's Peterborough Office

exceeds Ministry generic soil criteria - Table 2

equals Ministry generic soil criteria - Table 2

lab detection limit was 5 ug/g

standard exceeded

MOE Soil, Ground Water and Sediment Standard for course grained soil



“Clean” Fill

Independent testing revealed exceedances in heavy metal concentrations that are toxic to livestock.

March 2, 2015 Soil Broker convicted with dumping contaminated fill on March 2, 2015, Provincial Offences Court, Peterborough

Sheep Farm in Baillieboro Ontario, County of Peterborough

**Expired Pit, East Gwillimbury
York Region**



**Filling in violation of agreement with municipality.
Lands overfilled and covering active farmland.**



**Morgan's Rd. Site,
Clarington
Region of Durham**

Initiated without permits. Some material found exceeding MOE limits for a potable groundwater area. Site remains overfilled.



L4A 7X3, Canada



**Source Water Protection Area
in Whitchurch Stouffville,
York Region**



Before Filling Operations

Image © 2013 DigitalGlobe
© 2013 Google

Google e

Greenbank Airport Fill Operations in Scugog

Township borehole testing reveals significant contamination on site, May 4, 2015 Staff Report



Hailed by previous Mayor as being a “lighthouse” project with the “BEST” agreement and oversight.

Project Clean Dirt



**ONTARIO SOIL
REGULATION
TASK FORCE**

OSRTF Site Alteration By-Law Project Information

The Ontario Soil Regulation Task Force (OSRTF) is a collection of environmental NGOs and citizens groups helping to find sustainable and responsible solutions for excess soil management. The dumping of excess construction soil from condo excavations, transit projects, redeveloped industrial lands, and other sources threatens the rural landforms, soil, and water quality. The multi-pronged solution involves federal, provincial, and municipal jurisdictions.

For the OGRA/ROMA 2015 Conference, OSRTF is presenting its proposals for improved municipal site alteration by-laws. Starting this spring, OSRTF will be presenting proposals to municipal governments in Ontario consisting of:

- a Site Alteration By-Law Model,
- the Fill Agreement Model,
- the Fill Management Plan Model , and
- a Rationale Document.

This USB contains our current drafts of the Fill Agreement Model, and the Fill Management Plan Model. They are specific to Large Scale Fill Receiving Sites that accept over 1000 cubic metres of soil, however typically the applications are for much greater volumes-anywhere between 100,000 cubic metres to millions of cubic metres.

The material in the USB directory *By-Law - Agreement - Fill Management Plan Models* contains part of a larger package that will be presenting to municipalities across the province starting spring 2015.

We reviewed several current large fill agreements and site alteration by-laws in southern Ontario and pulled out the very best parts out of those documents for our Models. We reconciled our Models to the MOECC Best Management Practices regarding the Movement of Excess Soils. We have incorporated over 4 and half years of dedicated research on fill issues into the documents which are the result of several months of work and hundreds of volunteer hours. Our drafts have been reviewed by technical consultants, professional engineers, professional geoscientists in the industry and the by-law model is getting reviewed by an environmental lawyer. We also sought comments from senior hydrogeologists and planning staff with Conservation Authorities and incorporated their recommendations into the Models, specifically for the Erosion and Sedimentation Control and Groundwater Monitoring Sections contained in the Agreement Model. The draft documents are currently being circulated to industry, conservation authority, municipal, farming, environmental NGO, and MOECC representatives for review.

The USB also contains reference documents on other aspects of fill, including a call for a provincial Clean Soil Act and on the ability of municipalities to regulate fill at aerodromes.

The protection of the environment and citizens must be first and foremost when regulating Large Scale Fill Receiving Sites.

More information can be found at www.osrtf.ca and at the Lakeridge Citizens for Clean Water website, www.lakeridgecitizens.ca for details of our work and research on excess soils issues.

DRAFT Model Agreement for Large Scale Fill Receiving Sites

THIS AGREEMENT made this (date here) BETWEEN:

THE Municipality of _____

and

_____ (the Owner)

WHEREAS the Owner is the owner of the lands located at _____(address) (the Receiving Site);

AND WHEREAS Section 142 of the Municipal Act, 2001 S.O. 2001, c.25, authorizes a municipality to prohibit or regulate the placing or dumping of fill;

AND WHEREAS section (____) of By-law Number (____) (the By-law) allows the Municipality to enter into an Agreement with the Owner.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained the Parties hereto hereby covenant and agree as follows:

The following Appendices shall form part of the Agreement:

- Appendix A - Fill Management Plan
- Appendix B - Ground Water Monitoring Plan
- Appendix C - Grading Plan/Site Plan
- Appendix D - Mud and Dust Control Plan
- Appendix E - Sediment and Erosion Control Plan
- Appendix F- Hauling Routes
- Appendix G - MTO/Region or County Permits (as applicable)
- Appendix H - Complaint Protocol
- Appendix I - Proof of Insurance
- Appendix J - Terms of Reference for the Public Liaison Committee (PLC)

Comment [WU1]: This Model Agreement was prepared drawing inclusions and concepts from various existing agreements and Provincial Guidelines such as but not limited to the Ministry of the Environment and Climate Change document entitled, "Soil Management – A Guide for Best Management Practices January 2014" (MOECC BMP), the Dagmar Agreement with the Twp. of Uxbridge, the Uxbridge Site-alteration By-law, the MAP Agreement with East Gwillimbury, the East Gwillimbury By-law, The USM Agreement with Whitchurch-Stouffville and Whitchurch-Stouffville Site-alteration By-law, the Greenbank Agreement with ScugogTwp. and Scugog Site-alteration By-law, and the Halton Hills Site-alteration By-law.

1. Term

- (a) This Agreement shall be in place for a term of one (1) year from the date of signing.
- (b) A full review of the Agreement shall be conducted no later than six (6) months after the signing date, at which time the Municipality, acting reasonably, may amend, remove or add terms to the Agreement or revoke the Agreement in its entirety, at their sole discretion.
- (c) Notwithstanding section 1(b), the Parties may agree to extend this Agreement at the end of one (1) year for a period of no more than six (6) months for each extension.
- (d) The Parties agree that the Municipality, at its sole discretion and at any time, may cancel, amend, remove or add terms to the Agreement as it deems necessary.

Comment [CM2]: The Municipality shall be defined to be a political unit such as a town, village, or any other entity incorporated for local self-government.

Comment [U3]: RG – Formatting - I would suggest that sentences within Sections end in periods and that semi-colons only be used when a colon has been used – i.e. refer to Section 4, Subsection C).

2. Definitions

The following words or phrases have the following meaning:

Director: the municipal staff in charge of administering the site-alteration permit and shall include any person authorized by the Director to carry out any of the powers or duties of the Director pursuant to this By-Law

Fill means any type of material deposited or placed on or removed from a Site and includes but is not limited to earth, Topsoil, stone, brick, concrete, asphalt, sod or turf, either singly or in combination

Qualified Person: means a licensed professional as stated in the EPA Section 168.1 and further described at length in Part II of O. Reg. 153/04

Comment [WU4]: Definitions Section to be inserted here. We have included a few terms.

3. Qualified Person

- (a) The Owner shall retain the services of a Qualified Person (QP) as defined in section 5 of Ontario Regulation 153/04, as amended. The QP shall be approved by the Director of Public Works and Parks (Director), the Chief Building Official and/or the Chief Administrative Officer (CAO) for the Municipality prior to any fill being received at the Receiving Site;
- (b) Any change in the QP responsible for the Receiving Site must also be pre-approved by the Director;
- (c) Any and all QPs must sign a declaration that they have no conflict of interest including but not limited to direct, indirect or any other relations other than providing professional environmental services for compliance with this Agreement and related Environmental Laws and Regulations.

Comment [WU5]: Insert correct title if different than this. The Director shall include any person authorized by the Director to carry out any of the powers or duties of the Director pursuant to this Agreement.

4. Fill Management Plan

- (a) The Owner shall ensure that the Site Alteration, authorized under this Agreement, the Application for the Site Alteration, the Site Alteration Permit, and the plans submitted

with the Application and Appendices attached to this Agreement do not cause an adverse effect, as defined in Section 1 of the Environmental Protection Act, or a degradation of the pre-existing soil and ground water quality conditions at the Site;

- (b) The Owner shall also ensure that operations at the Receiving Site do not cause an adverse effect, as defined in Section 1 of the Environmental Protection Act, or a degradation of the pre-existing soil and ground water quality conditions at adjacent properties.
- (c) The Owner shall ensure that the Natural Environment, as defined in the Environmental Protection Act, R.S.O.1990, Chapter E. 19, as amended, is not contaminated as a result of the Receiving Site activities related to the deposition or movement of fill at the Receiving Site.
- (d) The Owner shall at all times comply with the Fill Management Plan for the Receiving Site, which is attached to this Agreement as Appendix A;
- (e) Notwithstanding section 4(f) of this Agreement, the Fill Management Plan will, at a minimum, contain requirements approved by the Municipal Council, the Director or their designate and that reconcile to the document released by the Ministry of the Environment and Climate Change (MOECC) in January 2014 entitled, Soil Management – A Guide for Best Management Practices, January 2014 or as amended;
- (f) The Fill Management Plan shall contain the following requirements, as a minimum:
 - i. No fill may be received from a Source Site unless there is a comprehensive Soil Management Plan for that Source Site, which has been reviewed and approved by the QP of the Source Site and the QP for the Receiving Site and the QP retained by the Municipality.
 - ii. All loads received at the Receiving Site must be segregated as per the Fill Management Plan until such time that it has been confirmed by sampling or other acceptable means that the soil is acceptable for receipt at the Receiving Site.
 - iii. Placement of fill must not cause an adverse effect or a degradation of the pre-existing soil and ground water quality conditions at the Site. Polluting up” of the native, uncontaminated soil at the Receiving Site is not permitted.
 - iv. Every load received at the Receiving Site must be screened (i.e. visually inspected and screened for odours, staining, debris or other forms of contamination whether known or suspected. The use of a photoionization detector (PID) or flame ionization detector (FID) should be used to screen for VOCs) such that it is confirmed that each load meets the requirements of the Fill Management Plan.
 - v. Audit testing at the Receiving Site must be done on an ongoing basis and should be based on the volume of Fill received from each Source Site, to confirm the acceptability and quality of the Fill. A minimum of one audit sample per day, per source site shall be collected and submitted to an approved laboratory for confirmatory chemical analysis.
- (g) Amendments to the Fill Management Plan will require the advance written approval of Council and the Director.

5. Ground Water Monitoring

- a) The Owner Shall at all times comply with the Ground Water Monitoring Plan which is attached to this Agreement as Appendix B;
- b) The Owner shall retain the services of a professional geoscientist or engineer to provide hydrogeological services to prepare the Ground Water Monitoring Plan;
- c) The Parties agree and acknowledge that upon completion of the fill operations, as authorized under this Agreement, a quarterly ground water monitoring program, as

Comment [WU6]: Where a municipality issues both an Agreement and a Site Alteration Permit, references should be included throughout to ensure that both documents are referenced where applicable. So in this section, one might add “and the Site Alteration Permit”.

Comment [CM7]: Note: formatting of subsections is not consistent and needs attention.

Comment [CM8]: This is a term used by the Canadian Council of Ministers of the Environment to mean that no new contaminants may be brought to a site, nor should the concentration of any onsite contaminant be increased.

The Owner shall ensure a pre-assessment of the ambient soils on the Receiving Site. Soil placement should not degrade the existing conditions at a Receiving Site. The natural background quality of soil shall be maintained

Therefore, in most instances, the Table 1 Standard of the Soil, Ground Water and Sediment Standards for use Under Part XV.1 of the Environmental Protection Act, dated April 15, 2011 is recommended.

Comment [WU9]: As a minimum, the following specific requirements should form part of the Groundwater Monitoring Plan:

- Characterization of the site using relevant geological reports, maps, water well records, hydraulic data, test/bore hole data and constructed wells as necessary which are needed to inform the monitoring locations and Plan
- Provide at least 2 hydrogeologic cross sections of the Receiving Site, indicating the interpreted subsurface geological units encountered in the wells (private and on-site) drilled within the 1 km of the site
- Conduct a door to door survey of adjacent landowners within 250 metres of the Receiving Site with background water quality samples from all wells prior to the commencement of filling/grading operations (with landowner's permission)
- Installation of test wells at the Receiving Site at upstream, downstream and cross gradient locations to confirm flow paths in the shallow water table and any other aquifer zones that may reasonably be impacted
- Undertake 2 test well sampling events prior to filling and grading at the Receiving Site. At a minimum, the samples collected will be analysed for...

approved by the Director, will be implemented and maintained by the Owner for a period consistent with the geological/hydrogeological setting (minimum of two (2) years) after fill operations and all associated grading ceases at the Receiving Site;

- d) The results of the sampling shall be reported to the Director in a manner and timeframe specified by the Director;
- e) At the discretion of the Municipality or its agents, acting reasonably, ground water monitoring may be extended beyond the two year period for such time as may be required to assess or mitigate issues arising as a result of the fill activities at the Receiving Site;
- f) In the event that the ground water monitoring results indicate any negative impact on the quality of ground water at or in the vicinity the Receiving Site, including any impact on neighbouring private potable water supply wells, attributable to the filling operations at the Receiving Site, the Owner shall take all reasonable measures necessary to remediate any such impacts and to prevent further impacts arising;
- g) In such cases, additional monitoring parameters and/or increased frequency of monitoring may be required;
- h) The Owner may be directed to engage any experts necessary, such as hydrogeologists, which may be required to determine the impact and the appropriate remediation referred to above; and
- i) Notwithstanding any other conditions in this Agreement, the Municipality may retain the Security Deposit as defined in Section 23 of this Agreement until such time that the Ground Water Monitoring Program has been completed to the satisfaction of the Director.
- j) The Owner shall be responsible for the future (or as necessary) decommissioning of any or all monitoring wells in accordance with Regulation 903 under the Ontario Water Resources Act (OWRA).
- k) The Owner agrees that more advanced characterization of geological and hydraulic properties and monitoring may be required if the Receiving Site is an identified area of significance such as but not limited to an Area of Natural and Scientific Interest(AINSI), a Wellhead Protection Area (WHPA), a High Aquifer Vulnerability Area (HAV), a Significant Ground Water Recharge Area (SGRA) or Ecologically Significant Ground Water Recharge Area (ESGRA)

6. Grading Plan/Site Plan

- a) The Owner shall at all times comply with the Grading Plan/Site Plan which is attached to this Agreement as Appendix C;
- b) The Owner shall retain an Ontario Land Surveyor registered with the Association of Ontario Land Surveyors to prepare pre-fill and post-fill topographic plans for the Receiving Site;
- c) The Parties agree that the Grading Plan/Site Plan will specify a maximum volume of fill to be received at the Receiving Site under this Agreement;
- d) No deviance from the approved Grading Plan/Site Plan is authorized without amendment to this Agreement;
- e) The Grading Plan/Site Plan shall contain such reasonable conditions to guarantee that the Receiving Site is operated in accordance with this Agreement and Municipal By-Laws;
- f) Conditions of the Grading Plan/Site Plan may include details such as:
 - a. Limiting quantity of fill to be received and or managed at the Receiving Site;

Comment [WU10]: The Grading Plan may be named at the discretion of the municipality and is variously known as Grading Plan, Site Plan or Grading/Site Plan.

Comment [CM11]: Add: and 30m beyond the property lines to clearly show the detailed existing topography of the Site and the adjacent lands.

Comment [CM12]: The municipality may want to make requirements regarding the limit of stockpiling or prohibitions on stockpiling at large fill sites. These requirements or prohibitions would be different than for temporary stockpiling sites or "soil banks".

Comment [WU13]: The approving authority must include a volume limit in the Agreement or supporting Permit.

- b. Final contours and compaction;
- c. Reconciliation of volumes; and
- d. Reporting timeframes.

Comment [WU14]: Periodically, the Owner should be required to reconcile actual volumes onsite by engaging an expert to calculate how much soil has been received and how much capacity is remaining under the terms of the Agreement.

7. Mud and Dust Control

- a) The Owner shall at all times comply with the Mud and Dust Control Plan attached to this Agreement as Appendix D; and
- b) Notwithstanding the conditions of Appendix D, the Owner agrees to control dust, arising from the operation of the Receiving Site on the Receiving Site, on adjacent lands and on construction access roads to the satisfaction of the Director.

Comment [WU15]: This may require a paved entrance, wheel washing station and mud mats depending on the size and nature of the operations proposed. Installation of such dust and mud control measures will take place prior to Fill being imported to the site and after inspections and approval by the Director.

8. Erosion and Sediment Control

- a) The Owner shall at all times comply with the Sediment and Erosion Control Plan as documented in Appendix E.
- b) The Owner shall not take or cause any work to be done that will adversely affect drainage from or onto neighbouring properties in the vicinity of the Receiving Site, and the Owner shall with the prior approval of the Municipality, at the Owner’s expense, construct such drainage works as may be required. Notwithstanding the aforesaid, the Owner shall indemnify and save harmless the Municipality with respect to drainage from or onto lands adjoining the Receiving Site as a result of the operations hereby contemplated and the construction of any works, facilities or structures on the Receiving Site, whether approved by the Municipality or not;
- c) The Owner shall construct and install temporary or permanent erosion and siltation control devices required by the Municipality or as deemed necessary by industry best management practices, prior to importing any fill to the Receiving Site and shall maintain these facilities in good working order;
- d) The Owner shall provide additional erosion and siltation control devices/measures as may be required by the Municipality during construction of this project, and as may be required by the Municipality thereafter from time to time;
- e) The Owner shall ensure Erosion and Sediment control plans are consistent with the latest guidelines for erosion measures of the local Conservation Authority. The owner shall complete Table 2 and 3 from the Erosion and Sediment Control Guideline for Urban Development, dated December 2006, and forward these for inspection and approval by the Director or his agent prior to undertaking fill operations. Municipal review and approval of such reports shall be at the cost of the owner;
- f) As a minimum:
 - a. The Owner shall ensure that an adequate Erosion and Sediment Control Plan is in place for the Receiving Site at all times and that a Certified Inspector of Erosion and Sediment Control (CIESC), oversees the implementation and administration of the Erosion and Sediment Control Plan at the Receiving Site;
 - b. The Owner shall report to the Municipality regarding sedimentation and erosion control inspections as detailed in the Erosion and Sediment Control Plan.

Comment [WU16]: The following checklist provides a guide for effective erosion control measures, which should be part of any Erosion and Sediment Control Plan (ESC):

Any Sediment and Erosion Control Plan should ensure that final cover is required on a progressive basis to minimize erosion and limit the rehabilitation work to be completed if the owner defaults on the agreement.

The Plan may also specify interim and final side slope requirements such as a minimum of 4:1 for side slopes.

- Check condition of temporary and permanent stabilization measures, including vegetative filler strips (e.g., hydroseeding, mulch, growth media mats and blankets, compost, netting, plastic sheets or vegetation) to ensure they have been properly installed and are working effectively.
- Where vegetative cover has been planted, is seed well-established, with good coverage (>80%)? Are there any areas where wash-out or erosion has occurred?
- Ensure construction vehicles have not exposed soils or removed vegetation.
- Ensure that stabilization measures ha...

Comment [WU17]: This Guideline was prepared for common usage in an effort to coordinate the response of various municipalities and agencies involved in land development, construction and water management.

Comment [WU18]: Municipalities are strongly recommend to incorporate the following provisions in their permits and Agreements.

Multi-barrier sediment controls should be included for any Fill in proximity to environmental features and property lines. This redundancy is a positive safeguard to have in place to provide backup protection proximal to natural features and neighboring properties. This technique involves the use of a variety of controls in series from source to stream...

- c. The Owner shall inspect the Receiving Site regularly regarding erosion control. The inspection should include the following elements as a minimum:
 - i. A 'walk-through' inspection of the construction site must be undertaken in anticipation of rain, extended wet weather periods, snow melt events, or any conditions that could potentially yield significant runoff volumes;
 - ii. Regular and adequate inspections should occur during all construction stages; and
 - iii. The minimum frequency of inspection must be:
 - (a) On a weekly basis;
 - (b) Before and after every rainfall event;
 - (c) After significant snowmelt events;
 - (d) Monthly during inactive periods (> 30 days);
 - (e) Daily during extended rain or snowmelt periods; and
 - (f) More frequent inspections may be specified by the Director.

9. Hours of Operation and Noise Mitigation

- a) The Owner shall at all times comply with the Municipality's Noise By-Law Number xxxxx for both onsite and offsite activities related to Receiving Site operations;
- b) This may include providing instruction to staff and haulers or imposing requirements regarding minimizing excessive noise such as:
 - a. tailgate banging;
 - b. the use of engine brakes along the haul routes; and
 - c. controlling excessive vehicle idling;
- c) Notwithstanding section 9(a), the permitted Hours of Operation for all Receiving Site activities including receipt and deposition of fill shall be only during the period Monday to Friday 7:30 am - 4:30 pm. There shall be no fill received outside these hours or on Saturdays, Sundays or Statutory Holidays;
- d) Hours of operation will be further restricted during any period in which a severe wind warning for the area has been issued by Environment Canada and during any time where weather, traffic and unusual events would compromise the ability of the Receiving Site activities to be conducted in a safe and environmentally sound manner with due consideration of the public; and
- e) The Owner may conduct site grading, levelling and contouring and general maintenance works on Saturdays so long as the activities comply with the Municipal Noise By-law.

Comment [WU19]: insert correct name if different

Comment [WU20]: The municipality must decide if onsite operations such as grading can occur outside these hours and should so specify in the permit and/or this Agreement. The municipality may wish to consider further restricting hours of operation due to quality of life issues along the haul route, traffic and noise issues, or as deemed appropriate by the Director and/or Council.

10. Approved Haul Routes

- a) The Owner shall at all times comply with the Haul Routes as set out and attached to this Agreement as Appendix F.
- b) In the event that a Truck Driver fails to use and/or comply with the approved Haul Routes, and such failure is confirmed by the Owner or the Director or his/her Designate:
 - a. The Owner shall refuse to allow the Truck Driver to dump or place fill at the Receiving Site for a pre-determined period of time approved by the Director;
 - b. In the event that the Truck Driver has already dumped or placed the fill at the Receiving Site and fails to use and or/comply with the approved Haul Routes when

exiting the Receiving Site, the Owner shall refuse to accept any subsequent loads from such Truck Driver for a pre-determined period of time approved by the Director;

- c. The Owner shall forthwith report such incident to the Contractor from whence the fill originated and advise the Contractor that the Truck Driver has been instructed to return the Fill to the original source location, unless the fill has already been deposited at the Receiving Site, in which case the notification to the Contractor will be sufficient;
 - d. In the event that one or more Truck Drivers from a single hauling company are non-compliant with the use of the Haul Routes, then that company shall be prohibited from bringing fill to the Receiving Site for a period of not less than three (3) months from the date of the 3rd infraction;
 - e. The Owner shall record such incident(s) in a log book. The log shall include the following information as a minimum:
 - i. The date and time of the occurrence;
 - ii. The licence plate of the vehicle denied access;
 - iii. The name of the Truck Driver and company, if known;
 - iv. The source location of the fill; and
 - v. The name of the Contractor who obtained the tickets to dump or place the fill;
- c) To further ensure that Contractors and Truck Drivers use and or /comply with the Haul Routes, the Owner agrees as follows:
- i. To distribute and to have available to all Truck Drivers an illustrative map identifying the Haul Routes;
 - ii. To post Signage identifying the Haul Routes at both the entrance and exit to the Receiving Site; and
- d) Provide a copy of the log book at the Director's request.;and
- e) The Parties agree there shall be no queuing of trucks permitted on any roads leading to or from the Receiving Site

Comment [WU21]: If three trucks from one company do not comply with the Haul Route requirements, that will be deemed to be three infractions

Comment [CM22]: This may necessitate the construction of a long paved entrance inside the Receiving Site so that trucks may queue up during the permitted Hours of Operation, if necessary.

11. Truck Traffic

- (a) The Owner shall at all times comply with the governing Region and/or County road requirements and the Ministry of Transportation requirements, if applicable, and as set out and attached to this Agreement as Appendix G;
- (b) Notwithstanding Section 11(a), the maximum number of trucks per day that may dump fill at the Receiving Site shall be 200; and
- (c) This number may be amended down to a specified number by the Director, should the Director so decide, and with the approval of Council.

12. Complaint Protocol

- a) The Owner shall at all times comply with the Complaint Protocol which is attached to this Agreement as Appendix H;
- b) Upon receiving a complaint in accordance with the Complaint Protocol, the Owner shall:
 - a. Acknowledge the complaint within 24hrs;
 - b. Complete a public complaint form;

- c. Investigate the complaint immediately upon notification;
- d. Notify the Director within 24 hours of the complaint and the proposed measures to address/mitigate the complaint;
- e. Respond to the complainant with clear direction;
- f. Implement measures to address the complaint to the satisfaction of the Municipality;
- g. Follow up on complaint reconciliation measures; and
- h. Subject to Condition 19(a) of this Agreement, prepare and maintain a record of the complaints received in any quarter and provide this summary to the Director in a timely manner.

13. Security on Site

- (a) The Owner shall keep and maintain a gated entrance to the Receiving Site at all times;
- (b) At all times, when the Receiving Site is closed or during times outside the approved hours of operation, the gate shall be closed to incoming loads of fill as per the Hours of Operation stipulated in this Agreement, under condition 9, supra.

14. Other Regulating Agencies

- (a) The Owner shall at all times comply with such federal, provincial or municipal legislation, regulations, rules and requirements as may be applicable; and
- (b) Where the Owner determines that, in their opinion, there is a conflict between any other legislation and this Agreement, they shall forthwith notify the Director of the presumed conflict for his/her consideration.

15. Source Site Approval

- (a) The Owner shall post on a public Online Portal/Website the following documentation with respect to any Source Site used in connection with the Receiving Site:
 - a. The test results, whether generated by the QP, their representative, the Owner or otherwise upon which the QP relied in his determination of the acceptability of fill from the Source Site;
 - b. A copy of the QP's approval of the Source Site which shall include the volume of fill approved based on the QP's review of the Source Site soil test results; and
 - c. The test results of any audit samples taken at the Receiving Site by the receiving QP or designate in accordance with the Fill Management Plan in Appendix A;
- (b) The Owner acknowledges and agrees that the Owner shall not import fill or topsoil onto the Receiving Site unless prior written approval is obtained from the Director and/or Municipal Consultant for each Source Site; and
- (c) The QP, upon approving a new Source Site shall, at the request of the Director, forthwith provide the Director with all of the documents posted on the Online Portal relevant to that approval and any other information such as, but not limited to, environmental assessments and Soil Management Plans for all Source Sites.

16. Imported Fill/Topsoil

- a) All handling and processing of the fill at the Receiving Site, shall follow the process described in the Ministry of Environment and Climate Change Best Management Practices Guideline for Excess Soils, January 2014 as amended;
- b) The sampling requirements as noted in Section 55 and Schedule E in Ontario Regulation 153/04, as amended, shall be met regardless of whether the Receiving Site Owner or designate is filing a Record of Site Condition or not:
 - a. Specifically, for all soil to be brought to the Receiving Site, at least one soil sample shall be analyzed at an approved laboratory for each 160 cubic metres of soil for the first 5,000 cubic metres at each Source Site, following which at least one sample for each additional 300 cubic metres of soil which is to remain on, in or under the Receiving Site shall be analyzed;
- c) Soils brought from offsite Soil Remediation Facilities may have more stringent testing requirements as required in their Environmental Compliance approvals. In such instances, the more stringent testing requirements will apply with regards to testing at the Source Site;
- d) Fill received at the Receiving Site shall meet the soil standards as determined during the pre-assessment requirements for the Receiving Site and as agreed by the Council of the Municipality. No new contaminants may be introduced to the Receiving Site from fill operations, nor may the natural, ambient level of existing contaminants on site be increased;
- e) The SAR (Sodium Absorption Ratio) and Electrical Conductivity (EC) of the fill may not exceed Table 2 Standards for all imported soils;
- f) The QP of the Receiving Site shall ensure that fill imported to the Receiving Site does not contain any rock, brick, concrete or other construction/demolition debris that contains cement fines, exposed rebar, metal paint or coatings, decomposable materials, plastic, asphalt, petroleum products, hydrocarbon materials or any putrescible organic materials;
- g) The Receiving Site QP will review all required soil testing for the Source Site as required in this Section and will provide all such documentation to the Director and/or Municipal Consultant for review and approval in accordance with Section 15(b).

Comment [CM23]: This direction is taken from the MOECC BMP. Aside from the "Contaminants of Concern" listed in the MOECC Site Condition Standard Tables, new contaminants may also refer to the introduction of invasive species including plants or animals (invertebrates).

17. Meetings

- (a) The Owner and the Municipality agree to hold project meetings, which will be attended by at least one (1) representative from each of the Parties;
- (b) The meetings will take place at the following intervals:
 - a. First meeting within 30 days of the effective date of this Agreement;
 - b. Second meeting within 90 days of the effective date of this Agreement;
 - c. Third meeting within 180 days of the effective date of this Agreement; and
 - d. Subsequent meetings, which may be called at the request of either party, and in any event the Parties shall meet no less than once in any six month period.

18. Right of Entry

- a) The Owner shall permit the Municipality and its Director and inspectors, agents or contractors to enter and attend at the Receiving Site for the purposes of conducting an inspection at any reasonable time, including but not limited to inspections during approved Hours of Operation;
- b) In the course of any such inspection, the Municipality or its agents or contractors may carry out any activity necessary to determine compliance with this Agreement and the requirements of the By-Law including but not limited to:
 - a. Soil and ground water sampling and testing at the discretion of the Director;
 - b. Reviewing and making copies of on-site records;
 - c. Inspection of equipment and vehicles used at the Receiving Site;
 - d. Taking of photographs or video of the Receiving Site;
 - e. Such further and other activities as may reasonably be necessary to determine compliance with the terms of this Agreement; and
- c) In addition to the inspections described in 18(a) and (b), the Municipality may carry out inspections at any reasonable time as permitted by law under the Municipal Act, 2001 S.O. 2001, Chapter 25 or a Municipal By-law Number xxxxxx.

19. Reporting

- (a) The Owner shall direct the QP to report in writing, quarterly, to the Director during the term of this Agreement, within thirty (30) days of the end of each September, December, March and June, to verify that the Receiving Site alteration proceeded in accordance with the By-Law, the Site Alteration Permit, and this Agreement and its Appendices for the preceding quarter. The report will include, but is not limited to the following information:
 - a. A list of all of the sources for fill received at the Receiving Site during the quarter including the owner and municipal address for the Source Site;
 - b. The total volume of fill received at the Receiving Site for the quarter including the monthly load counts and volumes for each Source Site;
 - c. A list of all complaints received including a brief description of the complaint, contact information of the complainant (where permitted by law), the time and date the complaint was received, the full name of the person who received the complaint and how the complaint was addressed along with any mitigation measures taken to rectify the complaint;
 - d. The results of any testing conducted in connection with the fill operations, including but not limited to any soil and ground water testing on and off site and any confirmatory sampling conducted; and
 - e. A list of any incidents involving a breach of this Agreement and its Appendices, the By-Law or Permit, if applicable including the date, time, brief description, the persons involved and any mitigative actions taken;
- (b) The Director may, at any time, require such other information to be included in the quarterly reports as deemed necessary by the Director; and
- (c) In the event of a serious single breach or a number of breaches of any requirement of this Agreement or the By-Law, more frequent reporting by the Owner may be required by the Director, including any further information deemed appropriate by the Director.

20. Default

- (a) In the event of any default by the Owner pursuant to any of the terms of this Agreement, and in addition to any other remedies available to the Municipality, the Director may:
- Draw on the Security Deposit referenced in Section 23 of this Agreement in whole or in part;
 - Undertake or complete any obligation of the Owner hereunder;
 - Enter upon the Receiving Site through its servants or agents for any purpose whatsoever;
 - Issue a stop work order with respect to any further dumping operations or dumping related work upon the Receiving Site; and
 - Recover from the Owner all costs and expenses incurred by the Municipality whether directly or indirectly, with respect to the default or the remedy thereof and collect such costs and expenses in like manner as municipal taxes; and
- (b) If the Owner is in breach of the Agreement and the Municipality cannot address such breach with its own forces or contractors, then the draw on the Securities shall be limited to \$10,000 on the first occurrence in each calendar year, and \$15,000 per each subsequent occurrence in a calendar year. In such case, there shall be no recompense to the Owner.

Comment [WU24]: Examples of this type of breach might include the acceptance of Fill on a non-business day or outside or permitted business hours, or if the limit of truck deliveries is exceeded

Comment [WU25]: As per Section 436 (4) of the Municipal Act Municipal Act 2001 S.O. 2001, c.25, If a sample is taken for the purposes of inspection and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the person from whom the sample was taken.

Comment [WU26]: An alternative method of ensuring payment and compensation is for the municipality to adopt this option:

The Owner will provide the Municipality with a Cash Deposit of \$100,000, to be topped up within 30 days if Municipality draws from it. In the event that the Cash Deposit is not replenished within 30 days, a Stop Work Order will be issued until such time as the Cash deposit is replenished.

Use of Cash Deposit

The Cash Deposit will provide the Municipality the resources to retain appropriately qualified Peer Review Consultants to oversee all aspects of the Site Alteration including:

- Source Site Assessment;
- Report, manifest, and document review;
- Site Inspections;
- Site topographic survey, to confirm contours and volumes;
- Drilling and test pitting to confirm sub-surface conditions; and
- Collection and analysis of samples for soil, surface water, groundwater and air quality.

The Peer Review Consultant would assist the Director, and By-law Officer with inspections and make recommendations to the Director.

The Peer Review Consultant could provide the expertise to review the completion of the site alteration and make recommendations for terminating the Permit and/or Agreement and/or Orders to allow the return of the unused portions of the Cash Deposit and Security Deposit.

21. Costs

- The Owner agrees to pay all costs incurred by the Municipality, whether directly or indirectly, in connection with this Agreement including but not limited to any inspection, monitoring and auditing of the site alteration and fill activities. Without limiting the generality of the foregoing, such costs and expenses shall include a charge for the review of any plans, reports or applications, review of all legal, surveying, geoscience and engineering costs and the costs of any consultants retained by the Municipality incurred in connection with the this Agreement, the supervision of all of the works undertaken in connection therewith or in ensuring compliance with this agreement and the registration thereof on title to the lands (Receiving Site);
- The Owner agrees that the Municipality reserves the right to randomly test the soil on a daily basis. The Owner shall reimburse the Municipality for all costs associated with the testing. The owner agrees that the Municipality may take, at a minimum, one (1) soil sample from a location of its choosing on a daily or weekly basis. The Municipality may complete additional soil testing at its discretion;
- The Owner agrees that the Municipality, at its discretion, may conduct other such monitoring and inspections in order to ensure compliance with this Agreement and ensure the objectives of the Site Alteration By-Law are maintained. These activities may include, but are not limited to, monitoring and testing ground water elevation levels and quality, monitoring the hours of operation and truck traffic to and from the Receiving Site, inspecting Erosion and Sediment control measures, and review of all documentation associated with the operations of the Receiving Site; and
- The Owner agrees to reimburse all such costs associated with Municipality monitoring and compliance audits within 30 days of receipt of any such invoices from the Municipality.
- The Owner agrees to reimburse the Municipality of all legal costs associated with the drafting and executing of this Agreement prior to commencing filling operations.

22. Tipping Fee

- a) The Owner shall provide the Municipality with payments equal to:
 - a. **\$2.00 per cubic metre** for all fill materials brought to this Receiving Site under this Agreement in accordance with the current Municipal Fees and Charges By-Law (insert correct name of document if different than this); and
 - b. The amount of **\$80,000** payable at the first of every month of this Agreement for all fill anticipated to be accepted at the Receiving Site during the following month;
- b) On a quarterly basis the amount of fill accepted at the Receiving Site will be reconciled against monies provided to the Municipality using the quarterly reports to determine the volume of fill received at the Receiving Site;
- c) Every six (6) months, on the semi-annual anniversary of Agreement, contour mapping/topographic surveys must be undertaken to validate the amount of fill received at the Receiving Site during the Term of this Agreement and any monies owing shall be paid in full forthwith;
- d) Should the contour mapping/topographic surveys show that monies in excess of those required have been paid by the Owner, these monies shall be carried forward and applied to future payments owing to the Municipality; and
- e) The amounts owing based on these assessments will be reconciled within sixty days thereafter.

Comment [WU27]: The formula for calculating the amount payable is based on: $\$2/\text{cu.m} \times 10 \text{ cu.m/truck} \times 200 \text{ trucks per day} \times 20 \text{ working days/month}$. This would decrease if load limits are decreased.

Comment [CM28]: (This comment was added after documents went out to legal and consultants).

The following Rationale is adapted from the Whitchurch Stouffville Site-Alteration Guidelines document 2014.

The Security Deposit is required to provide the Municipality with the fiscal resources to address any liabilities that could result from granting permission to conduct site alteration and in particular fill activities. The Municipality needs to have the fiscal resources to address any liabilities that could exist during or after the site alteration and fill activities. The fiscal resources must be sufficient to complete or close the site alteration at any point in time should the owner be unwilling or unable to do so. The Security Deposit must be able to survive the economic and/or business entity demise of the owner. The owner being defined as the property owner/applicant/operator. The Security Deposit must be in the form of an Irrevocable Letter of Credit or cash. The potential fiscal liabilities include, but are not limited to, such things as:

- Operational Liabilities:
 - Dirt on roads
 - Dust
 - Noise
 - Surface runoff
 - Fencing
 - Site access control
- Environmental Liabilities:
 - Contaminated soil
 - Soil, surface water and groundwater impacts
 - Dust and nuisance impacts
 - Closure and Post Closure Liabilities:
 - Closure or Interim Closure of the site alteration should it be left in an uncompleted state
 - Post closure monitoring and care, as required
 - File a Record of Site Condition, if required.

The amount of Security Deposit would be based on the specific details of the proposed site alteration. Site alterations that did not involve the importation of fill would not have the same liability as a fill operation as the most significant environmental liability is associated with the importation of potentially contaminated or deleterious materials. Formulas could be provided in the Municipality's Fees and Charges By-law as a basis for calculating the Security Deposit.

A suggested security deposit for large fill sites would be \$1.00 for every cubic me...

23. Securities

- a) The **Security Deposit** is designed to be used in situations when the Owner is unwilling or unable (due to financial, business, personal or other reasons) to comply with the terms of this Agreement or Orders issued by the Municipality. The Security Deposit must be able to survive the demise of the Owner's financial and business resources;
- b) In addition to the Tipping Fees specified in section 22, the Owner will provide Security to the Municipality, prior to receiving any fill at this Receiving Site, in the amount of \$1.00 for every cubic metre authorized under the Site Alteration Permit or this Agreement, and as detailed in the approved Grading/Site Plan and acknowledges that the Municipality may use the Security to remedy any breach of this Agreement;
- c) The Security may be provided in the form of cash or an Irrevocable Letter of Credit in a form acceptable to the Director;
- d) Insurance policies may not be used as a form of Security;
- e) Provided that the Director has confirmed that no drawings on the Security are required, the Municipality will return the Security, or the amount thereof then remaining, to the Owner within ninety (90) days of the date that the Permit or this Agreement expires and the Receiving Site has been stabilized and revegetated according to the approved Grading/Site Plan;
- f) If the Municipality draws upon the Security Deposit, the Owner will top up the Security within 30 days of a request being received from the Municipality;
- g) In the event that the Agreement is expired, cancelled or revoked after work has commenced but prior to completion of the fill Operations in accordance with the Agreement, the Owner, at his/her cost shall forthwith stabilize the Receiving Site, including but not limited to adding topsoil, grading and sodding, to the satisfaction of the Director; and
- h) Should the costs referenced in this Agreement be incurred by the Municipality in excess of the amount of the Security Deposit, the Municipality shall place a lien on the Receiving Site for such amount necessary and the amount shall be deemed to be

municipal taxes and may be collected in the same manner and with the same priorities as municipal taxes.

24. Liability Insurance

- a) The Owner shall at all times maintain Insurance as outlined below, and documented in Appendix I, during the term of this Agreement and shall provide a Certificate of Insurance as proof of same.
 - a. Commercial General Liability insurance subject to limits of not less than Five Million (\$5, 000, 000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but is not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, blanket contractual liability, owner's and contractor's protective, non-owned automobile, and contain a cross liability, severability of insured clause. The Municipality is to be added as an additional insured on the Commercial General Liability Policy;
 - b. Pollution Liability Insurance subject to limits of not less than Five Million (\$5,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or disposal of soil, fill, surface water, ground water or other contamination. The policy shall remain in force for a minimum of two (2) years following termination of this Agreement for whatsoever reason. Notwithstanding the aforementioned, the Pollution Liability insurance shall remain in effect until the Ground Water Monitoring Program as described in Section 5 is complete. The Municipality shall be named as an additional insured; and
 - c. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.

25. Indemnity

- a) The Owner hereby indemnifies and holds the Municipality harmless for any liability, costs, damages or losses caused directly or indirectly by the issuance of the Agreement or Site Alteration permit.

26. Registration on Title

- a) The Owner hereby consents to the registration of this Agreement on the title of the lands at the Owner's expense.

27. Application to the Court

- a) Nothing in this Agreement shall be construed to prevent:
 - i. The Municipality or the Owner from applying to the Court for an Order for injunctive or other relief; or

- ii. The Municipality from acting under the provisions of the By-Law or the Municipal Act, 2001, as amended.

28. Invalidity

- a) If a court of competent jurisdiction should declare any section or part of a section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.

29. Interpretation

- (a) In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and the neutral and vice versa, and words importing persons shall include corporations and vice versa;
- (b) In the event of inconsistencies between the Site Alteration By-Law and this Agreement, the Parties agree the provisions in this Agreement shall prevail;
- (c) In the event of inconsistencies between the terms of this Agreement and the Appendices, the Director shall provide clarity and the decision of the Director shall be final;
- (d) The Parties acknowledge and agree that this Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto, and each of their respective representatives, successors, heirs and assigns; and
- (e) This Agreement may not be assigned by the Owner without the express written consent of the Municipality, such consent to be at the sole discretion of the Municipality.

30. Record Retention

- a) The Owner shall retain all records associated with the filling operations for a minimum of seven (7) years after completion of the filling operations.

31. Record of Site Condition

- a) According to O. Reg. 153/04, as amended a Record of Site Condition (RSC) must be filed and acknowledged by the MOE for any future more sensitive land use; and
- b) The Agreement will remain in place until there is receipt of MOE acknowledgement of the filing of an RSC for the more sensitive property use, if applicable.

32. Public Liaison Committee

- a) Depending on the size and nature of the Site Alteration project and the public interest expressed by the community, the Owner, at the discretion of the Council of the Municipality, may be required to host a Public Liaison Committee (PLC) which shall meet, at a minimum, quarterly during the year;
- b) The Committee approved minutes shall be provided to Council within 30 days after the meeting date;
- c) The Terms of Reference for the PLC shall form part of the Agreement and are set out in Appendix J; and
- d) The Director may become involved in the development of the Terms of Reference, at their sole discretion, with respect to any matter including, but not limited to, membership and representation, timing and frequency of meetings, mandate and scope of the committee, and reporting.

33. Notice

Where notice is required under this Agreement it may be personally delivered, sent via fax, sent via mail or email and shall be addressed as follows:

(a) Municipality:

Insert name and title of Municipal representative and address

Fax:

Email:

(b) Owner:

Insert name and title of Receiving Site representative and address

Fax:

Email:

(c) Notice sent via fax is effective on the date of transmittal, notice personally delivered is effective on the date it is delivered, notice sent via email is effective on the date it is acknowledged as received by reply email from the recipient, and notice sent by mail is Effective five (5) business days after mailing.

IN WITNESS THEREOF the Corporation has caused its Corporate Seal to be affixed as attested to by the hands of its proper Officers in their behalf and the Owner has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED

THE MUNICIPALITY OF _____

PER:

_____ I have the authority to bind the Corporation. Etc.

DRAFT

Fill Management Plan for Large Scale Fill Sites

Preamble: This Fill Management Plan was drafted with excerpts adapted from Fill Protocols in the municipalities of Uxbridge, Scugog, East Gwillimbury and Whitchurch-Stouffville and with reference to requirements detailed in the Ministry of the Environment and Climate Change (MOECC), “Management of Excess Soil – A Guide for Best Management Practices” January 2014, as amended (MOECC BMP).

The purpose of this Plan is to ensure the environmentally protective placement of acceptable fill materials at the Receiving Site and to ensure the filling operations at the Receiving Site do not cause an adverse effect or a degradation of the pre-existing soil and ground water quality conditions. This document outlines the recommended minimum requirements that a Municipality may require and/or should consider be included in authorizing documents when managing large fill operations.

FILL MANAGEMENT PLAN

This Plan has been developed to manage operations at a Fill site [redacted] herein after referred to as “the Receiving Site”)

Comment [WU1]: Insert name and municipal address of the receiving site

INTRODUCTION

The following document describes fill management procedures at the Receiving Site. This Plan will be administered and enforced by the Receiving Site’s Qualified Person (QP) as defined in Section 5 of Ontario Regulation 153/04, as amended, on behalf of [redacted] Owner of the Receiving Site. The Municipality or any other entity incorporated for self-government, at the expense of the Owner of the Receiving Site, will be responsible for ensuring compliance through audits, inspections, sampling and any other means deemed appropriate by the Municipality.

Comment [CM2]: “Owner” will have to be defined to include the registered owner of the lands to which a site alteration is proposed and any person, firm or corporation in charge, management or control such lands.

DEFINITIONS

Comment [WU3]: Insert relevant definitions such as QP, Receiving Site, Soil Management Plan, acceptable fill materials etc.

REGULATORY COMPLIANCE

Any soils received at the Receiving Site or destined for the Receiving Site shall be managed in accordance with the MOECC document entitled, “Soil Management – A Guide for Best Management Practices”, January 2014 as amended (MOECC BMP). All handling, sampling, assessing and receipt of soils at the Receiving Site, shall be done in accordance with the provisions of O. Reg. 153/04, as amended where applicable. It should be noted that, for the purposes of this document, the applicability of the provisions of O. Reg. 153/04 are not limited to sites where a Record of Site Condition (RSC) has been submitted or will be submitted to the MOECC. Rather, the relevant provisions of O. Reg. 153/04, as amended, included in this

document, apply and should be adhered to for any site where excess soils are generated or received for reuse. Compliance with either of the documents listed in this paragraph does not abrogate the need to comply with any other applicable federal, provincial or municipal legislative or regulatory requirements.

SOURCE SITE APPROVAL

Care needs to be taken to delineate and distinguish fill quality at every Source Site to ensure only acceptable soil and fill materials are shipped to the Receiving Site. Managing fill from Soil Remediation facilities is addressed in Appendix A.

Before accepting any soil from a Source Site, the Receiving Site QP must review:

- (a) All environmental documentation regarding the management and treatment and quality of soils at the Source Site, including but not limited to any environmental assessments undertaken at the Source Site, including all Phase I and/or II Environmental Site Assessment (ESA) reports, and/or remediation reports, as well as any compliance documents issued (i.e. MOECC Environmental Compliance Approvals);
- (b) A site specific Soil Management Plan (SMP) for the Source Site, signed by the Source Site QP, that will be utilized to ensure that soil transported to the Receiving Site meets the soil quality standards approved by the Municipality as designated in the Agreement for the Receiving Site;
- (c) The Source Site SMP shall include as a minimum:
 - (i) Indicators that define all areas to be excavated with the estimated volume of excess soil to be managed off-site and the representative chemical composition of the excess soils, along with detailed instructions to on-site contractors identifying the depth of soil to be excavated for off-site management;
 - (ii) Appropriate characterization of all excavated soil by a QP, or a person under the supervision of a QP, to determine the volume and chemical composition of the soil that is to be managed off-site;
 - (iii) Appropriate sampling and laboratory testing to ensure that all contaminant of concern parameters in the soil are identified and characterized. The sampling frequency of soils shipped to a Receiving Site must, at a minimum, be at a frequency as set out in O. Reg. 153/04, as amended for soils shipped to an RSC property. For soils from all Source Sites, analysis shall be as follows at a minimum: one (1) sample for every 160 cubic metres for the first 5000 cubic metres from each Source Site, then one (1)

Comment [CM4]: Note that in most instances the Table 1 Standard of the Soil, Ground Water and Sediment Standards for use Under Part XV.1 of the Environmental Protection Act, dated April 15, 2011 is recommended.

Otherwise, a Risk Assessment, as detailed in Schedule C of O. Reg. 153/04 as amended, including consideration of the effects of contaminant loading on pre-existing ambient conditions, must be completed and should be peer reviewed by the Municipality's consultant if Standards above Table 1 Background are being proposed.

The Owner shall ensure a pre-assessment of the ambient soils on the Receiving Site. Soil placement should not degrade the existing conditions at a Receiving Site. There shall be no "polluting up"¹. When applicable, the Owner shall also specify a grain size analysis of the Receiving Site soils to determine if the soil is medium and fine textured or coarse textured as per O. Reg. 153/04. This analysis will not be necessary when Table 1 Standards are used.

¹ "polluting up": The Canadian Council of Ministers of the Environment, **A Protocol for the Derivation of Environmental and Human Health Soil Quality Guidelines, Section 3.**

Comment [CM5]: All laboratory testing must be conducted by qualified and certified laboratories as required by O. Reg. 153/04, as amended.

Comment [CM6]: The Chemical composition testing should be based on current and historical potentially contaminating activities. In the absence of land use information, soil samples should be analyzed for General & Inorganic Parameters, Metals, Volatile Organic Chemicals (VOC Scan), F1-F4 Petroleum Hydrocarbon Fractions and Polycyclic Aromatic Hydrocarbons. These analytical suits have the same meaning as the required analytical suits in O. Reg. 153/04. All soil samples must be tested for pH (Acidity). Samples with less than pH 5 or greater than pH 9 must be identified. The Receiving Site QP must be informed so that placement of these soils can be determined to eliminate any potentially hazardous chemical reactions that may occur including but not limited to the ...

Comment [CM7]: Refer to PIBS 8429e – April 2011.

for each additional 300 cubic metres of soil from said Source Site. The QP of the Receiving Site must verify in writing that this has been done; and

- (iv) Documentation signed by the Source Site QP, including appropriate and representative soil analyses, confirming that the quality of fill meets the Receiving Site's soil standards as designated in the Agreement, including the Sodium Adsorption Ratio (SAR) and Electrical Conductivity (EC) standards.
- d) If the Receiving Site QP is unsure of the quality of the proposed soils, the QP must either order or undertake resampling or additional sampling of soils at the Source Site before further considering these soils for receipt at the Receiving Site.
- e) If all criteria have been met, the Receiving Site QP will write a Source Site Approval Report indicating the volume of soil approved and any analysis and reports used to approve the Source Site soils.
- f) The Owner of the Receiving Site shall provide all required documentation to the Municipality for review by the Municipality's Consultant, who will peer review all documentation from the Source Sites at the expense of the proponent. The Municipality's Consultant will have the option to carry out a reconnaissance of the Source Site to confirm that an appropriate representative Soil Management Plan is in place. All fees associated with the peer review will be borne by the Owner of the Receiving Site. The Municipality can request further documentation or testing at its discretion and will then approve or reject management of soils/fill from the Source Site at the Receiving Site based on the peer review. No soils are to be shipped to the Receiving Site without the advance written approval of the Municipality.

Comment [CM8]: Where de-icing salts are known to have been used or suspected to have been used, metals analyses including total cyanide and boron, and pH must be included for the same soil sample. Cyanide salts are used in de-icing agents including salt. Cyanide contaminated soil will generate free hydrogen Cyanide gas under acidic conditions. Hydrogen Cyanide is highly toxic and can be lethal at high concentrations.

ON SITE APPROVAL PROCEDURES

Volume Approval

Once the above criteria have been met for excess soil at the proposed Source Site, the Source Site Manager is permitted to purchase fill tickets from the Receiving Site Owner. The number of tickets issued is based upon the estimated volume of soil to be received from the Source Site. Before any soil is shipped to the Receiving Site, the volume of soil must be approved by the Receiving Site QP based on a review of all documentation and analytical data and must further be approved by the Municipality. Should the operators of the Source Site wish to ship more soil than has been approved by the Receiving Site QP and the Municipality, the Receiving Site QP will justify the need to do so by requesting the appropriate supporting documentation stating the rationale for the increased soil volume. The Municipality shall be notified forthwith to facilitate the review and approval for management of the additional soils.

Comment [CM9]: The municipality may want to consider being a co-signer on the fill tickets in order to further ensure the integrity of this process.

Comment [CM10]: Estimated Soil Volume Method should be reviewed by the Receiving Site QP to insure that in-place estimates have been subject to "fluff factor" correction by an additional factor of 10% as a general estimate. Other "fluff factors" can be used based on experience or testing.

This will minimize requests of additional soil volume approval.

Posting Records/Transparency

Following confirmation that the quality of fill from the Source Site is acceptable for placement at the Receiving Site, the Receiving Site QP will forthwith post Source Site Approval Reports on the internet at a unique website created for the Receiving Site (e.g. www.the Site.net). The Source Site Approval Reports are to be signed by the Receiving Site QP and must detail the volume of soil approved by the Receiving Site QP and the soil analytic results used by the Receiving Site QP when approving the Source Site. The web page will be available to the public for review. Note that all **audit testing** reports of soils at the Receiving Site shall be posted as well.

Comment [U11]: Audit testing refers to the routine sampling and analysis of soil undertaken at the Receiving Site by the Receiving Site QP to verify the quality of the Source Site soil being received.

Fill Tickets

There must be a QP or a person designated by the QP at the Receiving Site at any time that the Receiving Site is open for receipt of fill. The QP is responsible for monitoring the quality of incoming fill received at the Receiving Site. Any fill received at the Receiving Site shall be handled in accordance with this Plan.

A sample Fill Ticket is included in Appendix B.

A Fill Ticket must be presented to the Receiving Site's gate staff before the truck offloads the fill. Gate staff must check to ensure that the Fill Ticket is valid. Gate staff will provide each Fill Ticket to the Receiving Site administration staff for record-keeping purposes by the end of each working day.

Documentation

Administration staff at the Receiving Site are to keep the following documentation for the tracking of all incoming loads of fill for review by the Municipality at their request:

- (a) A copy of all Fill Tickets corresponding to all loads received at the Receiving Site;
- (b) Name and location of the Source Site;
- (c) Date and time of arrival of each load at the Receiving Site;
- (d) The name and licence plate number of each truck that delivers fill to the Receiving Site;
- (e) Daily volumes of soil received from each Source Site;
- (f) Documentation signed by the Source Site QP that includes appropriate and representative soil analyses of the soil at the Source Site by an accredited laboratory

(SCC - <https://www.scc.ca>. or CALA - <http://www.cala.ca/>) confirming the soil quality is acceptable for the intended Receiving Site in accordance with the Receiving Site's Fill Management Plan;

(g) Confirmation by the Receiving Site's QP acknowledging that the quality and quantity of the soil is acceptable for receipt at the Receiving Site; and

(h) Details of any rejections of any loads of soil due to visual inspection or review of analytical results, including reasons why the load was rejected at the Receiving Site and how it was eventually managed.

Screening Loads

Incoming loads of fill are to be monitored by the Receiving Site's QP or the QP designate as they are unloaded to verify that only acceptable materials are included in **each of the loads received**. Each incoming load is to be visually inspected and screened for odours, staining, debris or other forms of contamination whether known or suspected. The use of a photoionization detector (PID) or flame ionization detector (FID) should be used to screen for VOCs. The daily shipments are to be reviewed by the Receiving Site QP or QP designate to ensure each load is coming from an approved Source Site.

Fill that is observed to contain unacceptable materials, odours, staining or elevated headspace vapours as determined using a PID or FID, must be returned to the Source Site. The Fill Ticket is forfeited under these circumstances. Staff at the Receiving Site shall record the rejected load in a daily log. The Receiving Site QP will also keep a record of the contaminated load and its fate. Any further soils from the Source Site will not be permitted to be shipped to the Receiving Site until the unacceptable material is returned and until it can be demonstrated that the remaining soil at the Source Site that are destined to be shipped to the Receiving Site meets the appropriate standard for the Receiving Site. This will be carried out through confirmatory sampling of stockpiles or excavations at frequencies required by O. Reg. 153/04, as amended - See Table 2 and 3 in Schedule E of Part 12 of O.Reg. 153/04, as amended.

The QP at the Receiving Site shall record, in a log kept at the Receiving Site, any instances when fill is returned under these circumstances, recording the Source Site, hauler, date of the incident, and any and all information pertaining to the unacceptable fill. This information shall be reported to the Municipality forthwith for review and action. If applicable, the Municipality could withdraw approval of the Source Site based on these incidences. The information should also be summarized in Quarterly Reports submitted to the Municipality.

Segregation

Soils from each Source Site shall be deposited in segregated areas within the approved fill area of the Receiving Site so that they can be assessed and returned to the source site if necessary.

Sampling Requirements at the Receiving Site

The QP at the Receiving Site, or the QP's representative, shall collect **a minimum of one (1) audit sample of soil received from each approved Source Site per day, which shall be submitted to an approved laboratory for chemical analysis.** Audit sampling protocols are to be developed and utilized by the Receiving Site QP, sufficient to produce results that would be representative of the volume of excess soil that is being received from each Source Site.

Any significant discrepancy between source soil testing documentation and the audit testing performed at the Receiving Site should be reported forthwith to the Director or their designee.

The Owner or designate shall ensure that the accredited testing laboratory copies the Municipality directly on reports for all audit samples taken.

It is understood that the Municipality will retain their own QP (Municipal Consultant) to collect samples for testing at the frequency agreed to in the Agreement. **The minimum amount of testing by the Municipality should be weekly.** The location, frequency and timing of sampling will be at the Municipality's sole discretion.

All Municipal costs incurred will be borne by the Owner of the Receiving Site.

CONTINGENCY PLAN FOR FAILED AUDIT TESTS

In conjunction with the procedures for Screening Loads as detailed in this Plan, a Contingency Plan shall be developed by the Receiving Site Owner for review and approval by the Municipality to deal with failed audit tests received from the laboratory. Provisions in the plan must include, at a minimum, a rationale for the volume of soil that must be removed for export back to its origin and the amount of confirmatory sampling that will be carried out at the Receiving Site to ensure that all contaminated, non-compliant fill is identified for removal.

A confirmatory sampling study will be performed at the Owner's expense to verify that all contaminated fill has been removed. The approach shall follow the procedures outlined in Schedule E of O. Reg. 153/04 as amended, as noted below.

Schedule E of O. Reg. 153/04 as amended, Part III, Section 7.(1) to 7.(5) discusses delineation of soil not meeting Standards to establish vertical/lateral extent of impacts (i.e. the volume of material needed to be excavated and removed from the site) and Sections 39 to 40 discuss the requirements for confirmatory sampling following excavation of impacted soil (i.e. confirmation that soil remaining meets Standards). Regarding confirmatory sampling, Table 2 and 3 of Schedule E of O. Reg. 153/04 provide frequency of sampling for stockpiles and excavations respectively.

As for the provision under Screening Loads, any further soils from the Source Site will not be permitted to be shipped to the Receiving Site until the unacceptable material is returned and until it can be demonstrated that the remaining soil at the Source Site that are destined to be shipped to

the Receiving Site meets the appropriate standard for the Receiving Site. This will be carried out through confirmatory sampling of stockpiles or excavations at frequencies required by O. Reg. 153/04, as amended - See Table 2 and 3 in Schedule E of Part 12 of O.Reg. 153/04, as amended.

Haul Routes

Trucks transporting fill material must enter and exit the Receiving Site along routes and time intervals designated in the Agreement.

GEOTECHNICAL REQUIREMENTS

The Receiving Site Operator will develop a Contingency Plan that will also address operational issues such as flooding, slumping or collapse of berms, crevicing and the like and will include provisions to mitigate and report on these issues. The Receiving Site Owner will retain the services of an Ontario licenced professional engineer (PEO) with academic qualifications in geotechnical engineering who will assess these issues and provide a quarterly

SECURITY/ ENFORCEMENT

The Receiving Site will be monitored by security cameras located in such a manner as to record movement of soil into the Site.

Comment [WU12]: Need to determine how long the video recordings will be kept

The Receiving Site will be secured by a fence and an entrance gate that will be locked outside of the approved Hours of Operation. The hours of operation shall be posted at the front gate.

There will be personnel at the entrance to the Receiving Site at all times during Hours of Operation controlling traffic and directing trucks to the appropriate tipping areas.

DAILY SITE INSPECTION REPORT

Aside from the other reports and documentation requirements listed throughout this Plan, a Daily Site Inspection report will be generated and made available to the Municipality upon request. The checklist will include the following:

- Date and time of inspection
- Weather conditions
- Printed name and signature of inspector
- Haul route condition
- Grading condition
- Drainage conditions
- Safety concerns

- Dust and noise monitoring
- Security camera function
- Names of Personnel/Operators

AMENDMENTS TO THE FILL MANAGEMENT PLAN

This Plan will be deemed amended once reviewed and approved by the Director of Public Works and Parks and Municipal Council. Amended Plans shall form part of the legal Agreement with the Municipality.

APPENDIX A

SOILS FROM SOIL TREATMENT FACILITIES

Before accepting any soil from a Soil Treatment Facility:

a) The Receiving Site QP will retain a copy of the facility’s Compliance Approval (CA), along with relevant Schedules for review and provide the same to the Municipality. The Receiving Site QP will obtain and review relevant compliance testing and/or analytical reports and submit these to the Municipality for their review.

b) The Receiving Site QP will reconcile the volumes of tested soils vs. volumes of soils to be shipped according to the requirements in the ECA and schedules. However, the more restrictive of the preceding requirements and those outlined below shall be required and reviewed by the Receiving Site QP.

There is to be one (1) test for every fifty (50) cubic metres for Petroleum Hydrocarbon (PHC), Volatile Organic Compounds (VOC), and Benzene, Toluene, Ethylbenzene and Xylene Mixture (BTEX) and there is to be one (1) test for every two hundred (200) cubic metres for Semi-Volatile Organic Compounds (SVOC) and heavy metals by an accredited laboratory. (Note that these requirements are taken directly from Green for Life’s Compliance Approval.) All documentation shall be made available to the municipality and posted to the Receiving Site’s website as described in the “Posting Records” section above.

c) The Receiving Site QP will ensure that the SAR and EC parameters are also tested and meet the accepted standard as agreed to by the Municipality. The concentration levels will not exceed Table 2 Site Condition Standards (“SCS”) for the appropriate textured soils.

d) The Receiving Site QP will ensure that any information provided by the Soil Treatment Facility is prepared or reviewed by the Facility’s QP, or a person working under his/her direct supervision, before it is presented for review to the Receiving Site QP.

f) The Receiving Site QP and /or the Municipality may require additional sampling or testing of soils from the Facility over and above those parameters and frequencies defined in section B) above.

Audit Sampling at the Receiving Site

As with other Source Sites, the Receiving Site QP will collect a minimum of one (1) audit sample per day for laboratory testing. In conjunction with daily sampling, audit sampling protocols are to be developed and utilized by the Receiving Site QP sufficient to produce results that would be representative of the volume of excess soil that is being received from the facility. The rationale regarding audit sampling frequency that is representative of the volume of excess soil shall be provided to the Municipality for approval.

In the event that analytical results from any audit sample indicate a concentration greater than the Receiving Site Condition Standards, the Receiving Site QP will immediately notify the Operator of the findings and provide recommendations for mitigation. At a minimum, no further soils will be shipped from the Facility to the Receiving Site until the unacceptable soils are removed from the Receiving Site and the source of contamination at the Facility is discovered.

Contingency Plan

Please see the Contingency Plan Section as outlined in this Plan.

Soils from the Green for Life Soil Treatment Facility (GFL)

In addition to the requirements listed above, a copy of GFL's "Bill of Lading" shall be maintained at the Receiving Site office for each load of soil shipped by GFL to the Receiving Site for inspection by the Receiving Site QP and municipal staff. Each Bill of Lading will list the source of the soil including the "cell" and "pad" number associated with the treated soil as well as the quantity in each load and the quantity in the "cell" from which the load originated.

Regarding audit sampling, the soil received from the GFL Soil Treatment Facility will require additional audit sampling if soil from more than one (1) source cell is transported to the Receiving Site on any one day.

Understanding that a particular treated "cell" at the GFL facility has a defined volume, when audit tests are taken of GFL soils at the Receiving Site, a rationale should be provided as to mitigation measures when audit tests do not meet the Receiving Site's standard for specific chemical parameters. In the event that non-compliant soil (for whatever reason) is exported to the Receiving Site it will be exported back to GFL or if already tipped, must be delineated and removed for export back to GFL. A confirmatory sampling program will be carried out at the

Receiving Site to ensure that contaminated, non-compliant fill is identified for removal followed by a verification sampling study to confirm that all contaminated fill has been removed.

Appendix B

A sample fill ticket is included below. A similar one is to be developed and implemented by the QP for the Source Site and must include the quantity of soil on board every vehicle (Note the “volume” must be added to the sample Fill Ticket provided). All Fill Tickets must be retained at the Receiving Site for review by the Municipality at their request.

No: 0000001

Name and Location of Generating Location:
Date Shipped:
Time Shipped:
Haulage Company:
Truck Number:
Licence Plate:
Signature of Authorized Personnel at Generating Location
Date Received:
Time Received:
Assigned Location for Deposit at Receiving Site:
Signature of Authorized Personnel at Receiving Site:

ANY UNSIGNED OR INCOMPLETE FORMS WILL RESULT IN REFUSAL OF LOAD AT THE RECEIVING LOCATION.

WHITE COPY – RECEIVING SITE
YELLOW COPY – HAULAGE COMPANY
PINK COPY – GENERATING LOCATION

(Source: The illustrated Fill Ticket is taken from the MNR’s Aurora Fill Protocol)



REPORT PD-2015-008

TO: Mayor and Members of Council

FROM: Robert Kelly, Chief Building Official

MEETING DATE: May 14, 2015

SUBJECT: Site Alteration Agreement
Marc & Andrea Reid – 7827 Wellington Road 36
L04/REI

RECOMMENDATIONS

That Report PD-2015-008 regarding Site Alteration Agreement – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-008 with Marc & Andrea Reid – 7827 Wellington Road 36 upon submission of required securities and the ground water monitoring well locations, size, depth and baseline testing results; for review and approval by the Chief Building Official in consultation with the Township consultants; and

That Council accepts a revision to the “Clean Fill Project Control Plan” dated February 13, 2015 to revise the depth of top soil from .4 m to .15m and that the Schedule to the agreement be amended accordingly; and

That Council enact a By-law to prohibit trucks on Currie Drive.

DISCUSSION

Purpose

The subject property 7827 Wellington Rd 36 is an agricultural property that is an active farm. The owners of the property wish to import fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The scale of the project is necessary to make the project economically viable. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. The site is located on the south side of Wellington Rd 36 and west side of

Concession Rd 11; with a legal description of Part Lot 31 Concession 10. It has a lot area of approximately 39.2 Hectares.

The applicants are requesting Council to enter into a Site Alteration Agreement attached as Schedule "A" to authorize the Chief Building Official to proceed with issuing a Site Alteration Permit.

Background

The applicants sought to obtain a site alteration permit for the levelling of a farm field in order to improve the efficiency of farming the land. In order to make this necessity fiscally possible the applicant is seeking to import approximately 69,500 m³ of soils.

The amount of proposed imported fill requires in addition to a site alteration permit, that the applicant enter into a Site Alteration Agreement with the Township, where securities are provided to the Township and the agreement is registered on title of the subject property.

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 Conservation, County of Wellington Roads and Planning.

During consideration of report PD-2015-03 Council requested that a public information meeting be held based on input from the community raised at the February 4, 2015 Council meeting.

A public information meeting was held on Wednesday March 11, 2015 at 7:00 pm at the Puslinch Community Centre.

Following the Public Meeting, the matter was brought before Council on April 15, 2015 at 7:00 pm at the Puslinch Community Centre.

At that meeting Council passed resolution number 2015-051 that referred the matter back to staff to obtain additional information from the Applicants on their position on addressing the matters raised by Council.

At that meeting through delegates the following reports were submitted and received by Council:

- Ralph Southward dated April 11, 2015
- Neil Morris, Consulting Ecologist dated April 15, 2015 prepared on behalf of Jeremy DeVries
- Rob Alton, Certified Crop Advisor dated April 15, 2015 prepared on behalf of Jeremy DeVries

For ease of reference, these documents are attached as Schedules B through D respectively.

Summary of Response to Neil Morris, Consulting Ecologist dated April 15, 2015

Staff note that Halton Region Conservation Authority has evaluated and assessed the potential impacts on the wetlands and issued Permit 4758 on February 2, 2015 indicating the Applicant has satisfied its requirements.

The Township's consultants have reviewed the report prepared by Neil Morris and their comments are attached as Schedules G, H & I.

Summary of Response to Rob Alton, Certified Crop Advisor dated April 15, 2015

The Township's consultants have reviewed the report prepared by Rob Alton and their comments are attached as Schedules G & I.

Summary of Response to Ralph Southward

The Township's consultants have reviewed the report prepared by Southward and their comments are attached as Schedules J & K.

Additional Information Requested

Council at its meeting held on April 15, 2015 requested staff to raise the following matters with the Applicant. The Applicant's submissions are attached as Schedules E & F. In addition to the information submitted by the Applicant staff provide the following:

Emergency Detour Route (EDR)

During consideration of this matter it has been stated that Wellington Road 36 is part of an EDR. The Wellington County Roads Department has confirmed that Wellington Road 36 is not part of the EDR for road closures on Highway 401. Truck traffic is diverted to County Road 34 if such an instance occurs.

Halton Region Conservation Authority Permit

If the Township does not proceed with the issuing of a permit, any portion of the site governed by the Halton Region Conservation Authority permit that deviates from the approved permit will require a new permit to alter the grading plans on lands regulated by the Conservation Authority.

Jay Fieger, Agent for the Applicant advised at the Council meeting held on April 15, 2015, that the "Clean Fill Project Control Plan" had been voluntarily supplied to the Conservation Authority.

The Conservation Authority has advised it has reviewed the plan and based on the Applicant's willingness to provide the same documentation they are happy to review the same information and support the control plan.

Truck Traffic

In response to concerns raised, regarding truck traffic on Currie Drive staff recommends that Council enact a By-law to prohibit trucks on Currie Drive.

In accordance with the "Clean Fill Project Control Plan", the site entrance will be constructed to comply with Wellington County Entrance Permit requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent (machine operator) that will be located a minimum distance of 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent (machine operator) will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate rumble strips each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud or soil from the truck tires and to prevent it from being deposited on the street.

Complaints regarding Highway Traffic Act violations are to be directed to the Ontario Provincial Police for enforcement. However, the applicant's agent, Jay Fieger has advised that he is willing to raise traffic complaints with site managers to support the best possible practices.

County Entrance Permit

Entrance Permit No. 31-09-14 was issued by the County on August 26, 2014. A copy of the permit was included with Report PD-2015-05. As noted at the Public Meeting held on March 11, 2015, the entrance is not required to be paved with hot mix asphalt from the property line to edge of pavement as previously stated in Report PD-2015-05.

Due to the concerns raised, the County discussed the matter of installation of "truck entrance signs" with the Applicant/Agent and truck entrance signs have been installed.

Dust Control

Treatment of disturbed areas that will produce dust by application of water or other dust suppressant chemical (eg. calcium chloride) is the industry standard for controlling dust produced by construction activities. These are the same standards applied to construction activities throughout the Township and across many municipal jurisdictions. In this case, the use of calcium chloride should be restricted due to the adjacent PSW, and use of water for dust control is recommended.

In accordance with the "Clean Fill Project Control Plan", dust control will be provided on an as required basis through the use of a water truck.

Sedimentation and Erosion Control

In accordance with the "Clean Fill Project Control Plan", erosion and sedimentation control fencing (silt fencing) will be placed at all site boundaries where natural and or constructed topography would direct surface water flow off of the site as per the Grading Plan.

The site will be inspected daily by the operator (machine operator) and monthly by the QP to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition.

The site will be operated such that the placing of fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse
- flooding or ponding of abutting lands
- flooding or ponding caused by a swale, ditch drainage or watercourse overflowing its banks

Securities

In accordance with Section 5.2.7 and Section 2 of Schedule C to By-law 31/12, as amended the Site Alteration Agreement in clauses 5.2 and Section 2.1 of Schedule D requires the posting of securities in the amount of \$100,000.00 in the form of a letter of credit. This amount is determined through consideration of the overall value of the work, and in this instance, the site work guarantee amount of \$100,000.00 is sufficient to guarantee the works.

Section 6 of the Site Alteration Agreement is the indemnification clause requirement as outlined in Section 5.2.7 of the By-law.

Procedure for Screening Proposed Clean Fill Sources for Approval

In accordance with the "Clean Fill Project Control Plan", each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:

- a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards
- b. A signed letter by a Qualified Person along with supporting documents confirming that all the soil designated for disposal from the source site meets the Clean Fill Acceptance Standards
- c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards

A Qualified Person (QP) retained by Reid will review the documents provided by the source site. If the documents from the source site are not stamped by a third party QP and/or in the opinion of the QP retained by Reid, do not adequately characterize the soil, the QP retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed from the source site. The Reid QP will consult with the Township Peer Reviewer when determining the number of samples. If the source site is recommended for approval by the QP, the clean fill will be accepted.

Reporting – Fill placed on site

1. On a quarterly basis, the QP will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit samples to be submitted to the Township quarterly.
3. If an audit sample is found to exceed the clean fill acceptance standards for the site, the Township and the source site responsible will be notified. The QP will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

Ticket Process for Tracking Load of Clean Fill

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.

3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

The Township's Site Alteration By-law requires an Applicant to retain a qualified engineer or environmental consultant to be responsible for ensuring that the site alteration is in accordance with reasonable engineering and environmental practices and in accordance with the requirements of the Township of Puslinch Site Alteration By-law, including the requirement that fill material must comply with Table 1 of the "Soil, Groundwater and Sediment Standards". It is up to the QP based on the project and site specific considerations to determine the number of samples required to be satisfied that the work is proceeding in accordance with the requirements set forth.

Enforcement

Should a violation occur, Sections 23 to 29 of the Township's Site Alteration By-law states:

"Cease and Desist Order

6. Where an Owner or any other Person is in contravention of the by-law, or any term or condition of a Permit issued under this by-law, or any agreement pursuant to this By-Law, 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

7. Where a Permit has been issued and an Owner or Permit Holder is in contravention of this by-law, or any term or condition of a Permit issued under this by-law, 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 under this by-law and in accordance with the terms and conditions of the Permit.

Order for Removal

8. Where a Permit has not been issued and any Person is in contravention of this by-law, 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

9. Any Person to whom a Cease and Desist Order, a Work Order or an Order for Removal is issued pursuant to this by-law shall comply with the terms of such Order, within the time set out therein.
10. 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

11. The administration and enforcement of this by-law, including all permits issued hereunder, shall be performed by the Chief Building Official and by those Persons designated as Officers by by-law of the Township, as may be amended from time to time.
12.
 - 1) The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this by-law, a Cease and Desist Order, a Work Order or an Order for Removal, a condition to a Permit issued pursuant to this by-law, or a Court Order relating to this by-law is being complied with.
 - 2) For purposes of an inspection under (1), the Chief Building Official and Officer may;
 - i) Require the production for inspection of documents or things relevant to the inspection;
 - ii) Inspection and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - iii) Require information from any Person concerning a matter related to the inspection; and
 - iv) 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."

Clean Fill Project Control Plan

As outlined in Marc Reid's submission date stamped May 5, 2015 he requests a "clarification change be made in my Control Plan (an amendment to the Agreement); the 0.4m of topsoil should have read "a minimum of 1.45m" (or 6 inches) as we simply wish to reuse the topsoil and not have to import any."

The Township's consultants have advised that this change is acceptable.

Township Consultant's Reports and Comments

The Township has been requested to provide the following:

1. The name of each of the peer review consultants who were engaged by the Township in connection with the Permit Application, and a short description of the particular aspect of the Permit Application he/she reviewed.

Response – The Township's consultants on this matter are:

Stan Denhoed, Harden Environmental Services Ltd. – Senior Hydrogeologist

Amanda Pepping, GMBLue Plan Engineering Limited – P. Eng

Greg Scheifele, GWS Ecological and Forestry Services – Ecologist

The scope of their review is outlined in their comments and reports attached to this Report.

2. A copy of all reports prepared by each of the peer review consultants in connection with the Permit Application.

See number 3 below.

3. A copy of all written comments prepared by each of the peer review consultants in connection with the Permit Application.

The comments and reports from the Township's consultants in connection with the Permit Application are attached to the Report PD-2015-008 as Schedules L - X.

Applicable Legislation and Requirements

Municipal Act, S. O. 2001, Section 142, as amended
Township of Puslinch Site Alteration By-Law 31/12

Schedules

A	Site Alteration Agreement
B	Rob Alton, Certified Crop Advisor for Jeremy DeVries dated April 15, 2015
C	Ralph Southward dated April 11, 2015
D	Neil Morris, Consulting Ecologist for Jeremy DeVries dated April 15, 2015
E - F	Marc Reid's Submission
G - K	Township's Consultant's Comments in response to Neil Morris, Robert Alton and Ralph Southward Submissions
L - X	Township's Consultant's Comments and Reports in connection with the Permit Application

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

INDEX

	Page No.
<u>ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT</u>	3
1.1 <u>Legal description</u>	3
<u>ARTICLE 2 - IDENTIFICATION OF PLAN(S)</u>	3
2.1 <u>Approved plan(s)</u>	3
2.2 <u>Filing of plan(s)</u>	3
<u>ARTICLE 3 - SPECIAL REQUIREMENTS</u>	3
3.1 <u>Additional requirements and provisions</u>	3
<u>ARTICLE 4 - IMPLEMENTATION OF PLAN(S)</u>	4
4.1 <u>Owner's covenant to implement plan(s)</u>	4
4.2 <u>Township's right of entry</u>	4
4.3 <u>Stop work orders</u>	4
4.4 <u>Notice to comply</u>	4
<u>ARTICLE 5 - FINANCIAL ASSURANCES</u>	4
5.1 <u>Security requirement - public lands</u>	4
5.2 <u>Security requirement - subject lands</u>	4
5.3 <u>Township's right to draw upon security</u>	4
5.4 <u>Release of Security</u>	4
5.5 <u>Township's Expenses</u>	5
<u>ARTICLE 6 - INDEMNIFICATION</u>	5
6.1 <u>Owner's agreement to indemnify</u>	5
<u>ARTICLE 7 - LIABILITY INSURANCE</u>	5
7.1 <u>When liability insurance required</u>	5
<u>ARTICLE 8 - TIME LIMITS FOR COMPLETION</u>	5
8.1 <u>Consequences of delay</u>	5
8.2 <u>Phasing of Site Alteration Works</u>	5
<u>ARTICLE 9 - MAINTENANCE OBLIGATIONS</u>	5
9.1 <u>General covenant to maintain and repair</u>	5
9.2 <u>Specific maintenance obligations</u>	5
<u>ARTICLE 10 - REGISTRATION OF AGREEMENT</u>	6
10.1 <u>Registration prior to permit issuance</u>	6
<u>ARTICLE 11 - GENERAL PROVISIONS</u>	6
11.1 <u>Notices</u>	6
11.2 <u>Township costs recoverable like taxes</u>	6
11.3 <u>Waiver</u>	6
11.4 <u>Covenants as restrictive covenants</u>	6
11.5 <u>No permit if money owed to Township</u>	6
11.6 <u>Number and Gender</u>	6
11.7 <u>Headings and Index</u>	6
11.8 <u>No assignment without consent</u>	7
11.9 <u>Ultra vires terms</u>	7
11.10 <u>Owner's acceptance of agreement</u>	7
11.11 <u>Enurement</u>	7
SCHEDULE "A" <u>Description of Lands</u>	8
SCHEDULE "B" <u>Description of Approved Plan(s)</u>	9
SCHEDULE "C" <u>Additional Requirements</u>	10
SCHEDULE "D" <u>Financial Securities</u>	21

**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 -

MARC REID AND ANDREA REID
(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: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

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:

Marc Reid

per:

Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

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.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

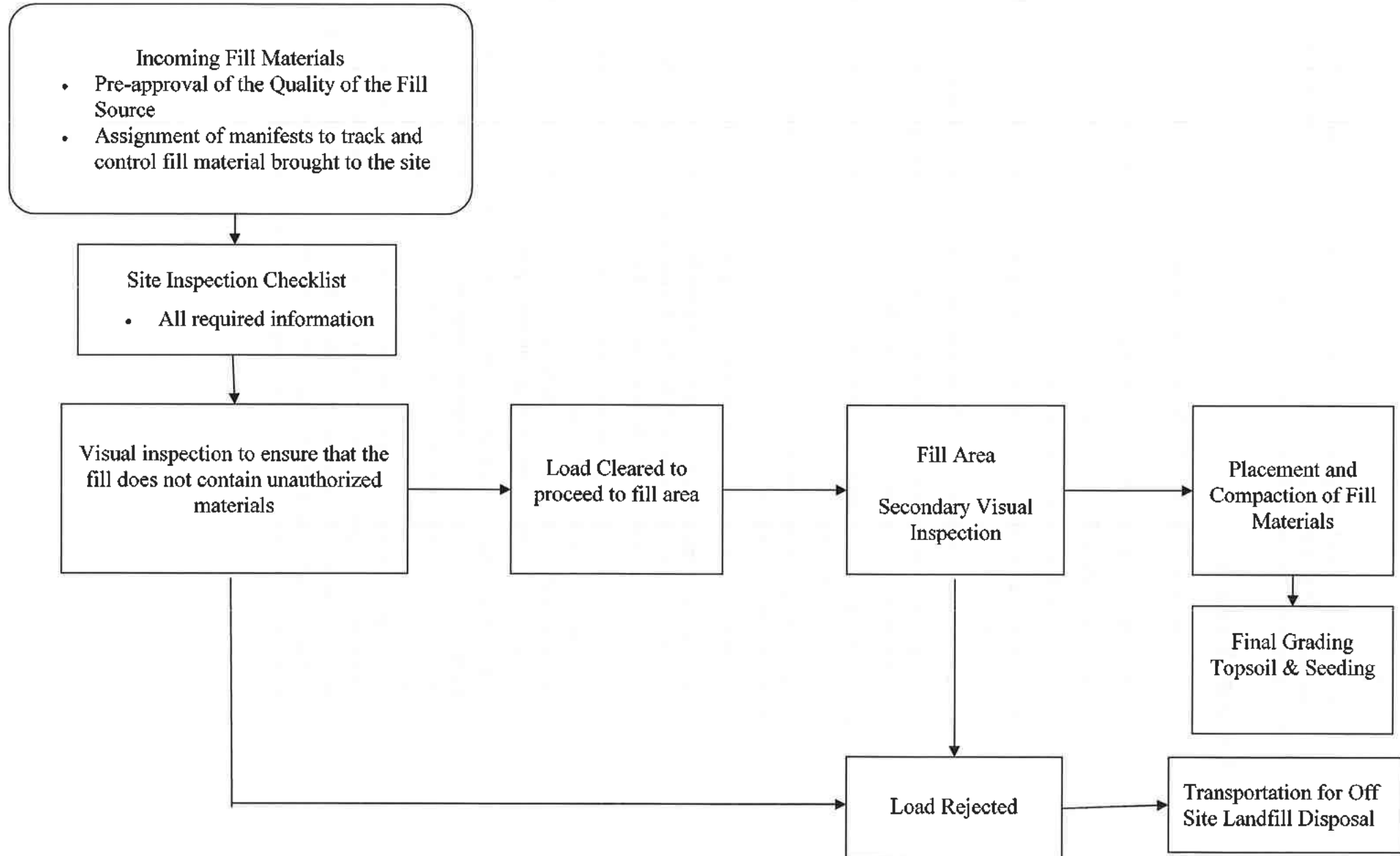
Operational Standards

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 placement of clean fill material 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. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. 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.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

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

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

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 or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement 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 \$100,000.00 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 in the form of an unconditional irrevocable Letter of Credit.
 - 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.
- 4.3 This municipal service fee is for recovering expenses incurred in accordance with Section 5.5 of this Agreement.

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 as well as Schedule C – Ground Water Monitoring Program have been 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	\$100,000.00
B.	Township Roadways (Min.)	\$ n/a
	TOTAL DEPOSIT	\$100,000.00
C.	Municipal Service Fees	
	• Fee based upon quantity of fill material imported.	

April 15, 2015

Jeremy DeVries
Sulphur Springs Custom Carpentry Ltd.
905-541-5932

Dear Mr. DeVries,

I would like to thank you for inviting me to your home on April 13, 2015 to review the proposed Site Alteration L04/REI at 7827 Wellington Road 36. During our meeting, you asked if the proposed site alteration would improve the productivity of the agriculture lands under which the alteration will occur.

Upon reviewing the site plans and viewing the site itself, I have some serious reservations about the proponent's application to bring in 69,500m³ of fill to improve the land's agricultural productivity.

First and foremost of my concerns is the type of fill being hauled in. I have seen clean topsoil hauled onto fields for the intended purpose of leveling out steep hills with good results. The farmers have been able to farm lands otherwise too steep for normal farming practices and because it is actual soil being deposited, crops quickly are able to establish. The material being hauled into 7827 Wellington Road 36 is unconsolidated fill that has varying aggregate size. There is also concrete, and metal mixed in with it. Even if the owner were to add topsoil on top of this fill, extremely rapid drainage through the underlying fill will likely result in excessively dry soil conditions throughout the growing season, which would result in less productivity.

Secondly, the proponent has stated that the land is too steep to farm and must be leveled. The slopes on the farm range from 1-2% near the conservation area at the back of the property with an overall average of approximately 5%. These slopes are by no means too steep for most farming practices. I am concerned about the 30% slope that will occur at the edges of the fill area – especially alongside the conservation area. It will be very difficult to establish a soil and vegetation cover on this slope without excessive erosion. In addition – a 30 % slope is very difficult for farm machinery to operate on.

As an Agrologist and Certified Crop Advisor since 1993, I recognize the challenges farming on poorly drained, shallow soils. If an individual really wanted to improve the productivity of their farmland, there are measures far less drastic than the proposed one to achieve this goal. Simply purchasing commercial fertilizer or animal manure will significantly improve the productivity of the cropland. Seeding species of grass and legumes that are suited to the unique soils and drainage characteristics of Puslinch Township will also improve the land's productivity.

April 11, 2015

Township of Puslinch
 Council
 7404 Wellington Road 34
 Guelph, Ontario, N1H 6H9

Attn: Mr. Dennis Lever, Mayor
 Councillors: Bulmer, Fielding, Roth, and Stokely

REGARDING SITE ALTERATION APPLICATION L04/REI

I appreciate the opportunity to address Council with respect to the above matter, a proposed Site Alteration at 7827 Wellington Rd 36. I have reviewed Township Reports PD-2015-003, PD-2015-05 and PD-2015-007, and relevant background information. I attended the Township Public meeting on March 11, 2015 that dealt with this matter, and the Conservation Halton Board meeting on March 26, 2015 that discussed this matter. As a resident of Puslinch since 1981 I am concerned with how this Application has been presented to Council, and the implications for the Township.

Background

The "Application" before the Township involves placing a large amount of fill, 69,484 m³ (equivalent to approximately 7,000 large dump truck loads), at 7827 Wellington Road 36 in the Township of Puslinch. The relevant Township By-Law is Number 31/12, a "by-law for prohibiting or regulating the alteration of property within the Township of Puslinch" (underline added). Section 2 of the By-law states,

"no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, nor alter or cause or permit the Alteration of the Grade of any land in the Township of Puslinch, nor remove or cause or permit the removal of any Topsoil from any land in the Township of Puslinch ...without having first obtained a site alteration Permit issued by the Chief Building Official."

The By-law contains exemptions and exclusions. A specific exemption is Section 22, which exempts an *area* of land regulated under the Conservation Authorities Act.

A portion of the *area* of this proposed fill site is regulated by Conservation Halton (CH), because the site is adjacent to the Badenoch-Moffat Wetland Complex, a Provincially Significant Wetland (PSW) within the Bronte Creek watershed. The site is also within the Provincial Greenbelt, and is municipally zoned Agricultural.

The proposed site alteration at this location is complicated by the fact that it requires the permission of two parties, Conservation Halton and the Township of Puslinch.

Puslinch By-Law 31/12 does not allow placing or dumping of any fill, altering the grade, or removal of topsoil within the Township, without a Township Site Alteration Permit. CH Permit #4758 also advises it "*does not preclude any approvals required by any other existing law and regulation*". However, fill is already being dumped on land at this site that is regulated by the Township, without a Permit.

The Stated Purpose of the Fill

The Grading Plan (Figure 1) indicates the total *area* to be filled is 29,223 m² (7.22 acres), and the total *volume* to be filled is 69,484 m³, (approximately 7,000 large dump truck loads). The average depth of fill is therefore $69,484/29,233 = 2.38$ m, or 7'-10". The *maximum* depth of the fill is approximately 5.9 m, or 19'-4". Township of Puslinch Report PD-2015-05 advises the importation of this fill on this "*uneven land*" is because "*the owners must find farming efficiencies to increase the productivity of these fields*".

In the Public meeting, the proponents advised the fields are intended for growing hay. However, the fields have been productively making hay for years, Figures 4 and 5. I began taking hay off similar nearby fields in Puslinch in 1981. The ability to significantly increase the production efficiency of the proponent's fields by importing fill, to raise the field at least 19 feet, is in my opinion unproven, questionable, and marginal at best. The fields will be out of production for at least 2 years. Approximately 1.5 acres of the 7.22 acres to be filled could also be permanently lost for making hay safely, where the proposed grade is steep.

It is not clear how the Township satisfied itself that this Application would increase the hay making productivity of these fields. In the alternative, are words such as "*find farming efficiencies*" sufficient to allow any amount of fill to be dumped on any Agricultural land in Puslinch?

The CH Regulated 30/120 Boundaries

The proponents have advised they will ensure 0.4 m (16") of topsoil (11,689 m³) will exist on the area they fill, when they are finished. Most will need to be imported. If the proponents had originally made an Application to import only topsoil, to ensure the field had 16" of topsoil, they could no doubt have achieved the hay making productivity they anticipate, without having to significantly raise the level of the land as proposed.

Alternatively, the proponents could have made an Application only to CH, to import enough fill to "*level*" only the land between the CH 30/120 regulated boundaries, including topsoil, to the slopes indicated in Figure 2. The total amount of fill required would then have been significantly reduced from what is presently proposed, and the Township would not have been involved. Figure 6 is from Figure 2, on which the dashed lines indicate a level of fill within the 30/120 boundaries regulated by CH, drawn parallel to the slopes submitted by the proponents and approved by CH. Only the fill below the dotted lines would be subject to CH approval. Fill above the dotted lines would not be required, and the Township of Puslinch would not be involved.

In the upper cross-section (A-A) on Figure 6, the amount of fill required would be approximately 8% of the total fill presently proposed. In the middle cross-section (B-B) only about 18% of the total fill proposed is required, and in the lower cross-section (C-C) only about 24%. The simple average is less than 20% of the presently proposed fill onto this site would be required, much of which would need to be imported topsoil.

Since a primary objective of Conservation Halton is the prevention of pollution and the conservation and enhancement of natural resources, it would seem the least amount of fill required to be imported onto a site, and the minimum risk of possible impact from the proposed dumping of fill, would be encouraged. There does not appear to be any reason why CH would have declined a proposal with a minimum amount of fill.

However, CH indicated in the Public meeting that they had no concern with the depth of fill within their regulated boundaries, and therefore the *volume* of fill that was being imported. Their concern was the hydrologic impact of the imported fill on the wetlands. By issuing Permit #4758 CH has therefore effectively created a table (the dashed lines) upon which the majority of the *volume* of fill for this site can be dumped, to whatever depth. CH have therefore, effectively, encouraged a commercial fill operation.

In Figure 6, the *volume* of fill above the land regulated by the Township of Puslinch is identified as "TOWNSHIP OF PUSLINCH". As discussed, the *volume* of fill proposed above the dashed lines above CH regulated land cannot be placed if there is no Township of Puslinch Permit, because the wall of fill at the 120 m boundary is 10 to 12 feet high and unsupported, as depicted in Figure 7.

The *area* that the proposed fill will sit on is approximately 7.22 acres. The *area* subject to CH regulation is approximately 5.5 acres, or 76% of the total. The *area* beyond the CH 120 boundary, subject to Township approval, is approximately 24% of the total. Of the 69,500 m³ total *volume* of fill proposed for this site, Township of Puslinch Report PD-2015-05 characterizes the *volume* subject to CH permission as 54,349 m³ (78%), and the *volume* subject to the Township approval as only 15,135 m³ (22%), because it is beyond the CH 120 boundary. This is a misleading argument.

If the *area* subject to CH regulation was filled only to the CH 120 boundary as discussed, and not beyond, to the slopes approved by CH, less than approximately 14,000 m³ of fill would be required at this site, much of which would be topsoil. Dumping 69,500 m³ of fill onto this site is only possible if the Township issues a Site Alteration Permit. A Puslinch Site Alteration Permit therefore allows approximately 55,500 m³ of additional commercial fill to be dumped on this site.

The decision before this Council is not about 15,135 m³ of fill.

The decision before this Council is about permitting approximately 55,500 m³ of additional and apparently unnecessary commercial fill to be dumped onto Agricultural land in Puslinch.

Clean Fill

CH Permit #4758 states the fill is to be “*clean*”, and is to be monitored. However, the CH representative indicated in the Township Public meeting, and in the CH Board meeting, that CH does not have the resources to monitor the filling effectively, and are relying upon the proponents to provide clean fill. The definition of clean fill is elusive.

Figures 8 and 9 are recent pictures of the field. In Figure 8, large boulders are present in the dumped fill, and the fill is being deposited directly on topsoil. In Figure 9, a variety of fill materials are visible, including large chunks of concrete, and reinforcing steel. It is difficult to understand why a farmer would want large boulders and demolition waste in a hayfield. The Conservation Authorities and Ministry of Natural Resources and Conservation Ontario Vision 2015 Conference, in March 2012 advised, “*fill could not be used for agriculture if it contained concrete, aggregate or subsoil*”.

Since the entire amount of fill proposed for this site is being dumped in the Township of Puslinch, since most of the fill is dependent upon a Permit being issued by the Township, and since co-mingling of the fill between the two regulated areas is inevitable, the quality of the fill required by the Township By-Law is relevant.

The Township By-law seems clear. It requires clean fill to comply with O. Reg. 153/04 and Table 1 of the “Soil Groundwater and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act.” Table 1 sets out “Full Depth Background Site Condition Standards” and lists upper limits on contaminants considered to occur naturally in soils province-wide that have not been previously contaminated by point sources. Puslinch Report PD-2015-05 also advises only clean topsoil and clean subgrade will be received at this site, meeting Table 1, with no construction or demolition waste.

The Clean Fill Control Plan submitted by the proponents in partial compliance with their Application to the Township for a Site Alteration Permit also advises the fill will be clean, to Table 1, and that no construction or demolition waste will be received at this site. At the Township Public meeting, the proponent’s agent described Table 1 as referring to material taken from depth that had not been previously disturbed or contaminated, and that was the only type of material that would be brought onto this site. Figures 8 and 9 do not support that commitment.

Since the quality of fill for this site is defined differently between CH Permit #4758 and the Township By-law, since most of the fill intended for this site hinges on permission being granted by the Township of Puslinch, and since the fill will inevitably be co-mingled, all fill arriving on this site should meet the Township requirements.

The LVM hydrological report on which the Township, and presumably CH rely, is dated November 29, 2013. LVM assumed the fill would be of “*similar composition to the native soils*”, and recommended, “*the imported fill be of relatively heterogeneous (till) composition (i.e. not clean sand/granular soil and not fine clay/silt soil) to more closely match the hydrogeological characteristics of the native sandy till soils*”.

Before issuing any Permit to alter this site, the Township should enquire of LVM whether the material already being dumped on this site is consistent with LVM's concept of native soils. It is also noted that the site plan before this Council (Figure 1) is not the same site plan that LVM was provided in 2013. Therefore, the grading plan before this Council (Figure 2) cannot be the same as what LVM assumed.

The Township should revisit CH and their Permit, regarding the CH understanding of "clean" fill. Further dumping should not be permitted at this site until this issue is resolved. This is only reasonable, and consistent with CH advising their Permit #4758 "*does not preclude any approvals required by any other existing law and regulation*". A consistent quality of fill throughout the site should also mitigate any future legal action, if contaminants are found at this site.

Site Monitoring

CH Permit #4758 states, "*that site conditions be monitored*", with no guidance regarding the type, extent, or frequency of monitoring. At the Public and Board meetings CH made it clear they do not have the resources to monitor the site effectively. They are relying on the proponents to act in good faith. It appears CH intends to respond to problems only if they are suspected, or confirmed. Unfortunately, human error, misunderstandings, or intentional contraventions can occur at any stage of any operation. Regular inspections and testing can identify issues before they escalate to problems.

Again, since the entire amount of fill is being dumped in Puslinch, and since most of the fill is dependent upon a Permit being issued by the Township, monitoring of the imported fill as required by the Township By-Law is relevant.

The Clean Fill Control Plan required by the Township includes, amongst other things: regular sampling of the groundwater; documentation from a Qualified Person that confirms the clean fill source site meets Table 1 acceptance criteria; only clean topsoil and clean subgrade material are to be accepted, free of garbage, foreign debris, and construction or demolition waste; ticketing of all truckloads to ensure the soil source is identified; visual inspection of each truckload; periodic auditing of the soil received on site; and, that the site be mapped to define the location where each load is dumped.

Since the definition of "monitoring" this site is quite different between CH Permit #4758 and the requirements of the Township By-law, since most of the fill intended for this site hinges on permission to fill being granted by the Township of Puslinch, and since some fill will ultimately be co-mingled, all fill arriving on this site should be monitored to meet the Township requirements.

Site monitoring should be consistent, co-ordinated, and effective, for all material being dumped on this site. If effective, demolition waste as recorded in Figure 9 should have never reached this site. Further dumping should not be permitted at this site until the issue of effective monitoring is resolved between CH and the Township of Puslinch.

Environmental Impact Study

The issue of large-scale fill operations associated with the disposal of excess soil emanating in particular from construction, demolition, and infrastructure activity in the GTA has been recognised as an issue by the province, municipalities, and Conservation Authorities for years.

The province has produced a Provincial Policy Statement for protection of natural features such as PSW's and their ecological functions, Guidelines for Best Management Practices for managing excess soil, and an Environmental Assessment Act (EAA) for the betterment of the people of Ontario by providing for the protection, conservation, and wise management of the environment. The EAA considers the environment to be:

1. air, land or water,
2. plant and animal life, including human life, and
3. the social, economic and cultural conditions that influence the life of humans or a community,

amongst other things.

The subject property is within the Provincial Greenbelt, which is intended to protect the Agricultural land base of Ontario, and the ecological features and functions of the landscape. The subject property is effectively on an island surrounded by a Provincially Significant Wetland. The subject property is also zoned Agricultural.

The Township By-law advises the Township can require an Environmental Impact Assessment as a requirement of an Application. So can CH. Presently, it is not clear if either CH or the Township has required the impact of the proposed fill on the Environment to be studied and reported, or the extent of any such study within the full context of the EAA.

Changes in the historical use of this site should be considered. Figure 10 is a satellite image posted on Google Earth in 2004. All the fields in question were being farmed. Most of the fields were still being farmed in 2010, Figure 11. By 2013, about 2 acres of the main field in question had been stripped of topsoil and taken out of production, Figure 12. I understand this occurred in 2011. In Figure 13, a plan of the area now proposed to be filled is overlaid on the 2014 satellite image. The 120 boundary between CH and the Township is indicated. About 1/3 of the land already stripped lies within the 30/120 boundaries regulated by CH. About 2/3 of the already stripped land was regulated by the Township of Puslinch Site Alteration By-Law.

What damage has already been done by previously stripping this land that, which is now proposed to be buried under the 69,484 m³ of fill? This site deserves an Environmental Impact Study before the Township considers issuing a Permit, and before any more fill is allowed to be dumped.

Letter of Credit

The owners of this property are ultimately responsible for the consequences of the fill they import. Because of the amount of fill proposed, a Township Site Alteration Permit requires a Site Alteration Agreement to be signed by the owners and the Township. The Agreement requires a Letter of Credit from a chartered Canadian bank, in an amount deemed sufficient by the Township to guarantee the satisfactory completion of the work, and that the material dumped is in compliance. The Township has decided that \$100,000 is "*sufficient to guarantee the works*".

The ultimate cost to clean this site and the adjacent PSW, if contamination results from this large-scale commercial fill operation, will far exceed the amount stipulated. Signing this Agreement appears to put the Township at significant financial risk.

DISCUSSION AND SUMMARY

The site proposed to be filled by Site Alteration Application L04/REI before this Council is adjacent to the Badenoch-Moffat Wetland Complex, a Provincially Significant Wetland within the Bronte Creek watershed. The site is also within the Provincially designated Greenbelt, and is zoned Agricultural.

This Application, and a concern that many similar Applications will soon follow, is a sensitive issue to the residents of Puslinch and their values, as demonstrated by the significant numbers that attended the recent Public meeting. Puslinch values are captured on the Township website which advises, "*Puslinch is an ideal place to call home...Puslinch has an endless amount of natural beauty for you to revel in and explore*". Importing fill to change the landscape is not part of Puslinch's natural beauty.

The proposed landfill is complicated by the fact that it requires a Permit from two regulating parties, Conservation Halton and the Township of Puslinch. The landfill cannot be completed as proposed, without both parties issuing a Permit. CH has issued a Permit and, unfortunately, on the basis of that Permit fill has already started to be dumped at this site. The Township of Puslinch has not issued a Permit. It is unclear why Conservation Halton would not require such a proposal to be based on minimal intrusion on natural features, which is more consistent with their objectives. It is also unclear why this large-scale fill proposal was even considered, as it is on Agricultural land.

The Application has been presented to Council as involving permission to dump only 15,135 m³ of the total proposed amount of fill of 69,500m³. That argument is misleading.

Approximately 55,000 m³ of the proposed commercial fill for this site cannot be dumped without the Township issuing a Permit. If the Township does not issue a Permit to dump fill beyond the CH 120 boundary, Conservation Halton Permit #4758 cannot be complied with, and CH will need to withdraw their Permit.

Since the entire amount of fill is being dumped in the Township of Puslinch, since most of the fill proposed for this site is dependent upon a Permit being issued by the Township, and since the fill will be co-mingled as it is dumped and spread, the requirements of the Township By-Law are relevant to the entire filling operation.

Presently there appears to be a significant difference between the quality of fill that Conservation Halton will allow to be dumped under their Permit #4758, and the quality of the fill that the Township of Puslinch will allow to be dumped under their By-law. Fill has already been dumped at this site that is not permitted by the Township. It is also questionable why fill containing demolition debris would be acceptable to a farmer in a hayfield, and to Conservation Halton.

That fill dumped on this site could contain demolition debris brings into question the accountability of the present monitoring at this site. The testing and inspection obligations required by the Township By-Law should have prevented demolition debris from even arriving at this site. The quality of fill to be dumped on this site, and the control methods to ensure that only the defined quality is being dumped on this site must be resolved and agreed upon before this Council considers issuing any Permit. In the meantime, dumping of fill at this site should cease.

The proponents have indicated the purpose of this Application is to find farming efficiencies, on presently uneven land. The field has been productive in the past. It is unclear how the Township has satisfied itself that the proposed fill will achieve the stated purpose. There is a considerable amount of uneven farmland in Puslinch. Are the words "find farming efficiency" sufficient to allow Puslinch to become a dumpsite for GTA fill, based on the present wording of our Site Alteration By-Law?

As municipalities neighbouring the GTA strengthen their By-laws to control this type of large-scale commercial filling operation, especially on Agricultural land, Puslinch will become the target of choice if our By-law is not revised. A moratorium on accepting Site Alteration Applications that exceed 250 m³ of fill should be imposed in Puslinch until the implications of large-scale commercial filling operations are addressed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Southward", written in a cursive style.

Ralph Southward
4347 Concession 11
Township of Puslinch



FIGURE 4

06/24/2004

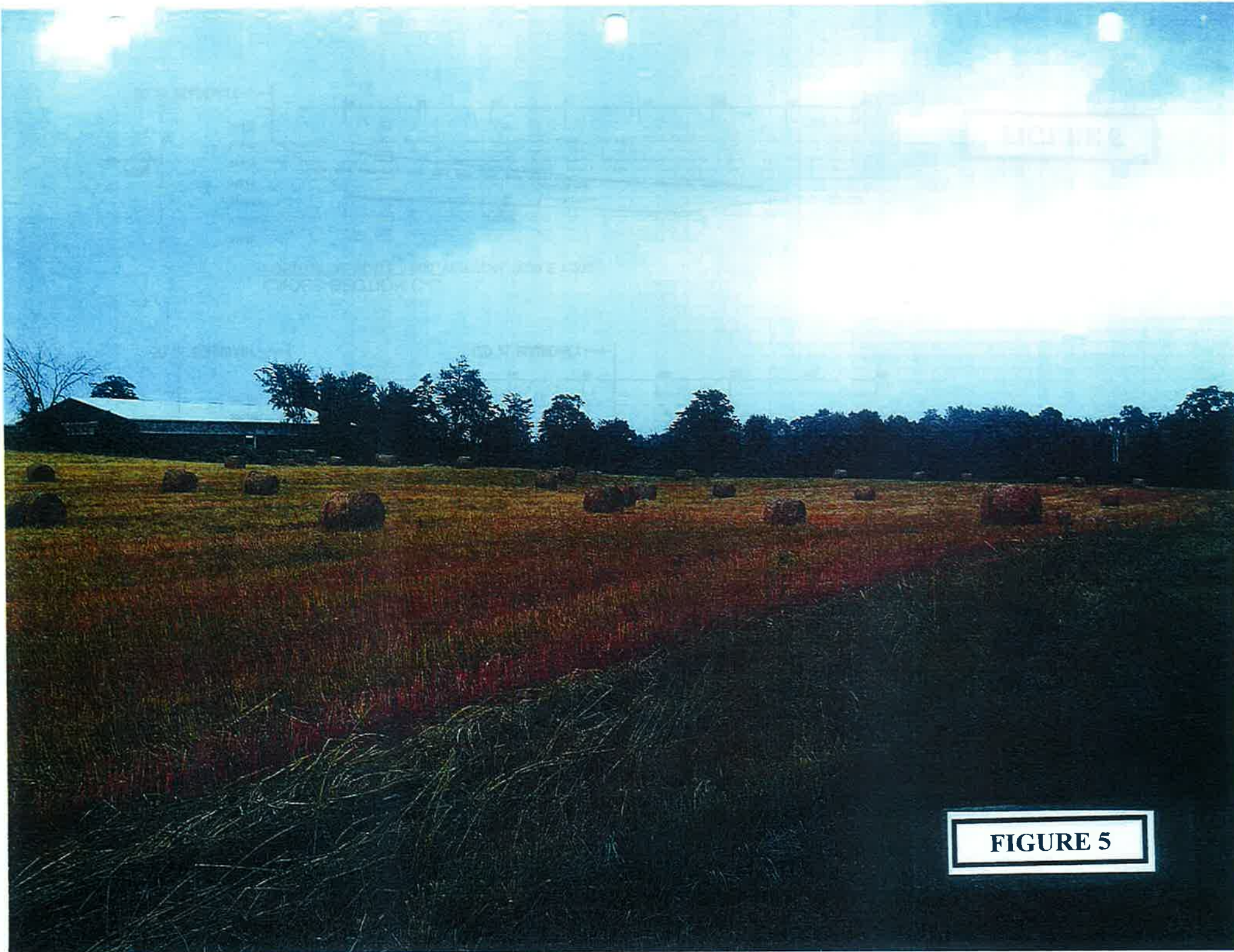
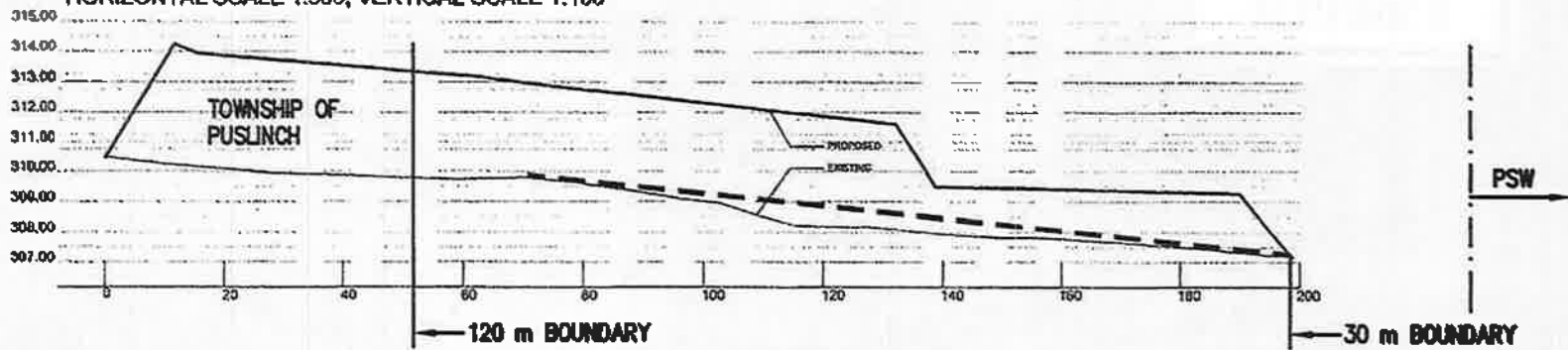
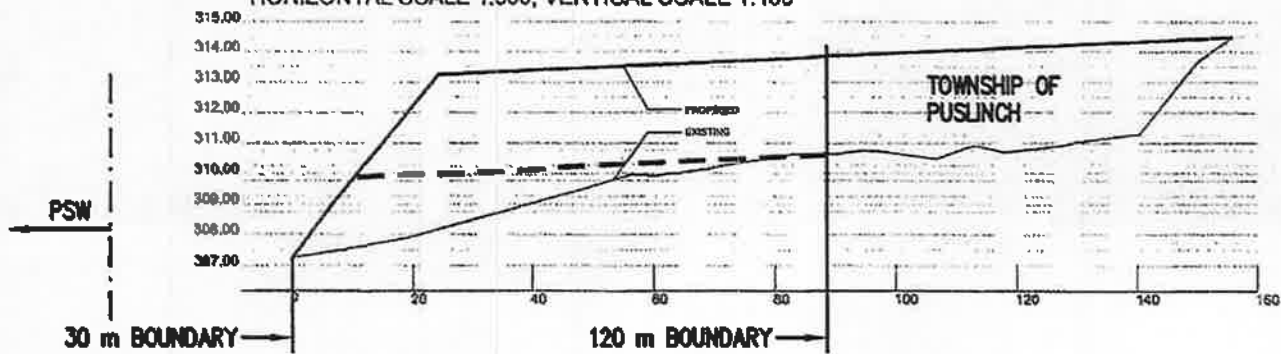


FIGURE 5

CROSS-SECTION A-A'
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION B-B'
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION C-C'
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100

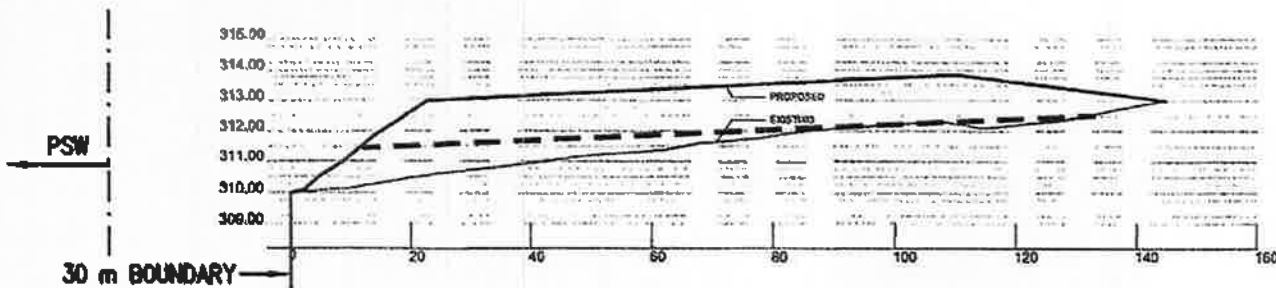
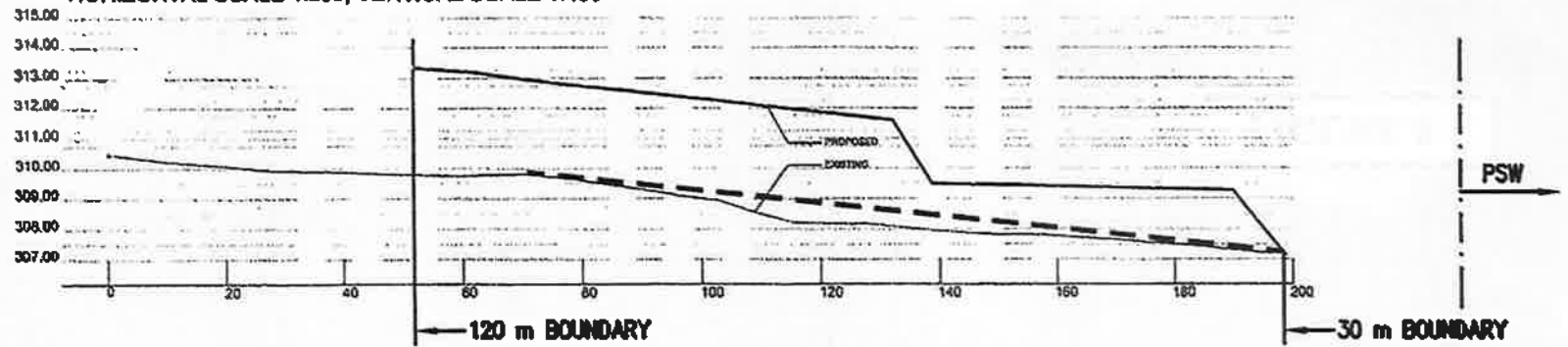
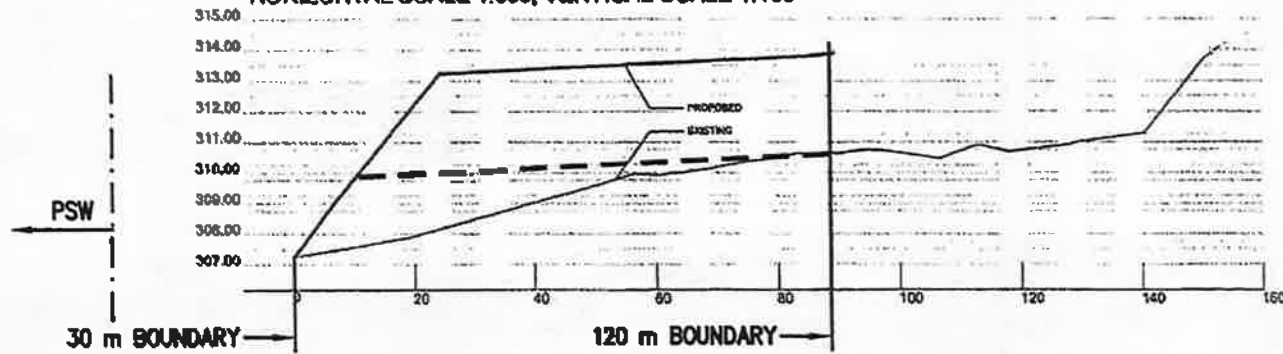


FIGURE 6

CROSS-SECTION A-A'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION B-B'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION C-C'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100

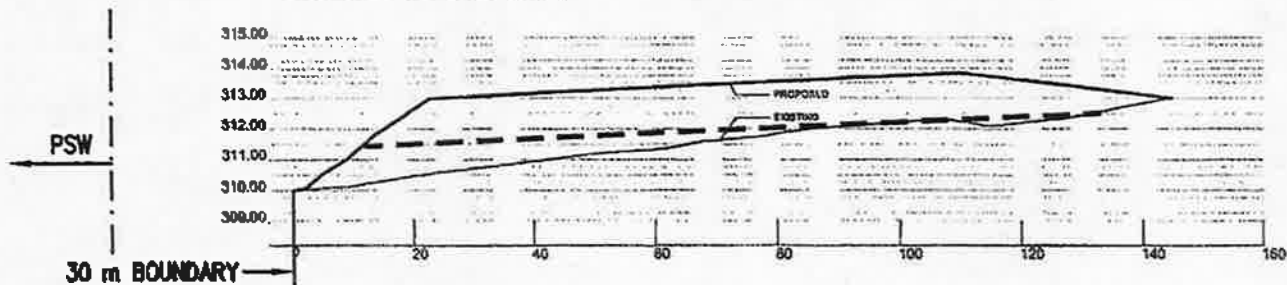


FIGURE 7



FIGURE 8



FIGURE 9

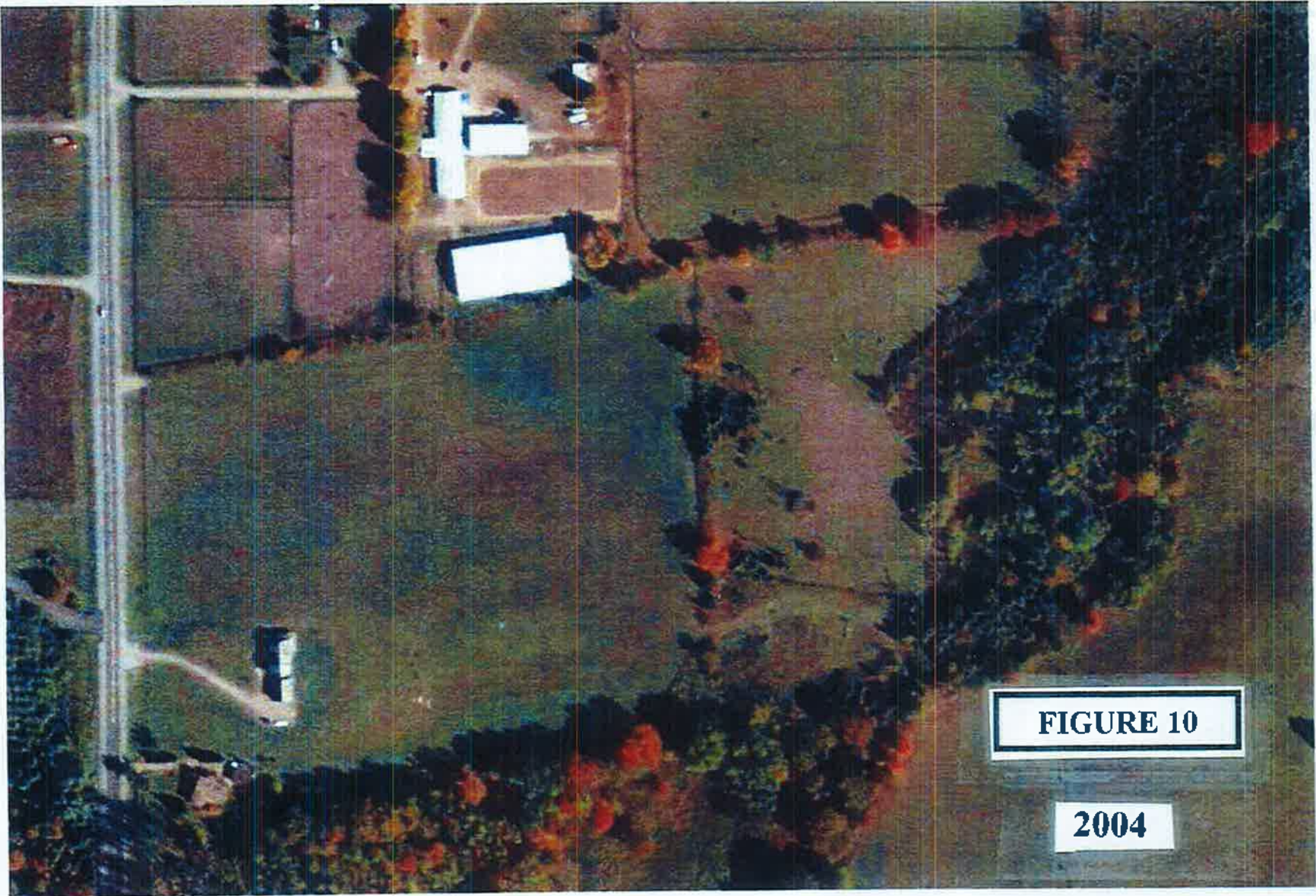


FIGURE 10

2004

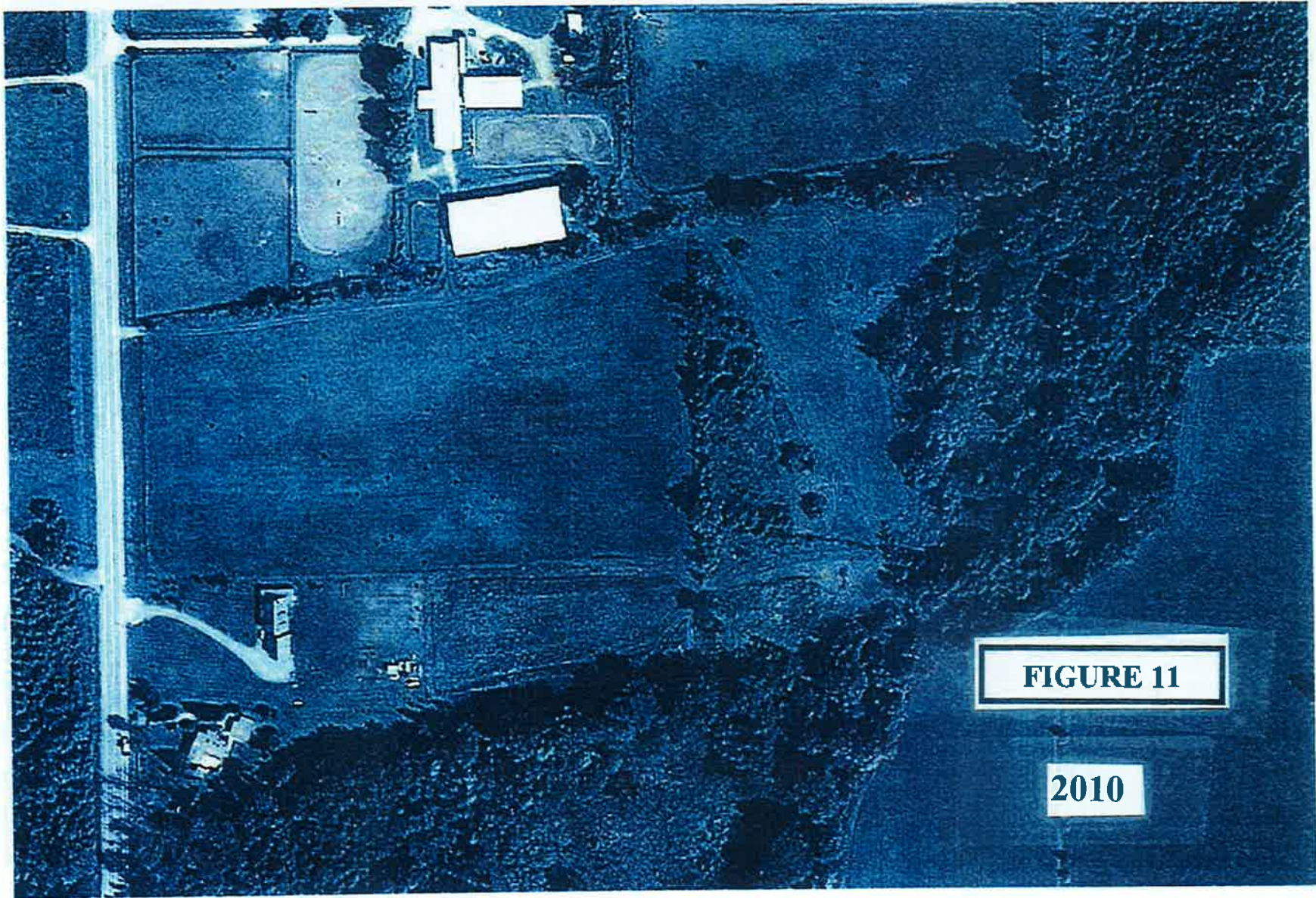


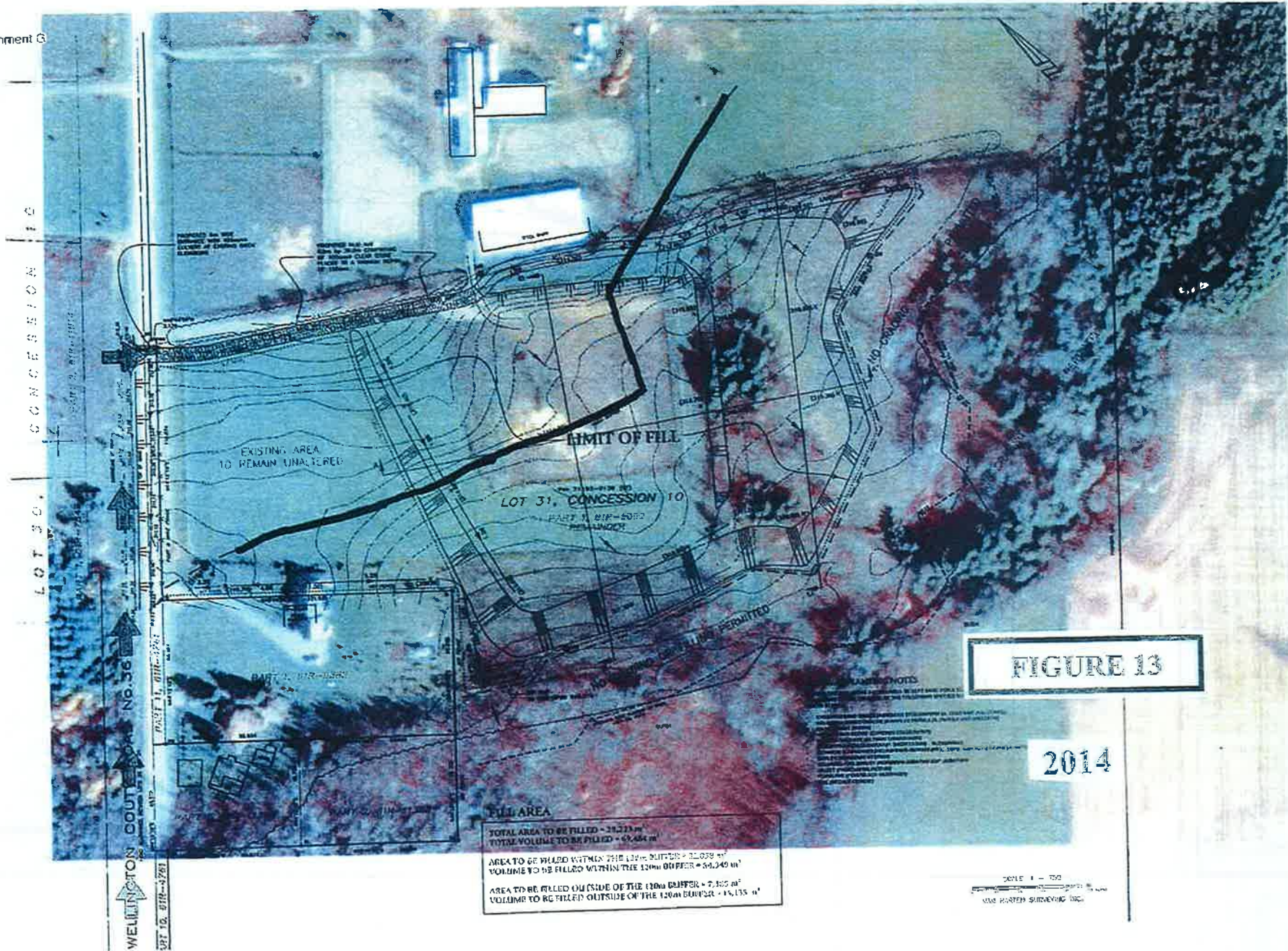
FIGURE 11

2010



FIGURE 12

2013



PROPERTY DESCRIPTION

PLAN 74192-010070
 PART OF LOT 31, CONCESSION 10, TOWNSHIP 10, RANGE 10, COUNTY OF YORK, ONTARIO

LEGEND

COULDS SURVEY NO. 1
 COULDS SURVEY NO. 2
 COULDS SURVEY NO. 3
 COULDS SURVEY NO. 4
 COULDS SURVEY NO. 5
 COULDS SURVEY NO. 6
 COULDS SURVEY NO. 7
 COULDS SURVEY NO. 8
 COULDS SURVEY NO. 9
 COULDS SURVEY NO. 10
 COULDS SURVEY NO. 11
 COULDS SURVEY NO. 12
 COULDS SURVEY NO. 13
 COULDS SURVEY NO. 14
 COULDS SURVEY NO. 15
 COULDS SURVEY NO. 16
 COULDS SURVEY NO. 17
 COULDS SURVEY NO. 18
 COULDS SURVEY NO. 19
 COULDS SURVEY NO. 20
 COULDS SURVEY NO. 21
 COULDS SURVEY NO. 22
 COULDS SURVEY NO. 23
 COULDS SURVEY NO. 24
 COULDS SURVEY NO. 25
 COULDS SURVEY NO. 26
 COULDS SURVEY NO. 27
 COULDS SURVEY NO. 28
 COULDS SURVEY NO. 29
 COULDS SURVEY NO. 30
 COULDS SURVEY NO. 31
 COULDS SURVEY NO. 32
 COULDS SURVEY NO. 33
 COULDS SURVEY NO. 34
 COULDS SURVEY NO. 35
 COULDS SURVEY NO. 36
 COULDS SURVEY NO. 37
 COULDS SURVEY NO. 38
 COULDS SURVEY NO. 39
 COULDS SURVEY NO. 40
 COULDS SURVEY NO. 41
 COULDS SURVEY NO. 42
 COULDS SURVEY NO. 43
 COULDS SURVEY NO. 44
 COULDS SURVEY NO. 45
 COULDS SURVEY NO. 46
 COULDS SURVEY NO. 47
 COULDS SURVEY NO. 48
 COULDS SURVEY NO. 49
 COULDS SURVEY NO. 50
 COULDS SURVEY NO. 51
 COULDS SURVEY NO. 52
 COULDS SURVEY NO. 53
 COULDS SURVEY NO. 54
 COULDS SURVEY NO. 55
 COULDS SURVEY NO. 56
 COULDS SURVEY NO. 57
 COULDS SURVEY NO. 58
 COULDS SURVEY NO. 59
 COULDS SURVEY NO. 60
 COULDS SURVEY NO. 61
 COULDS SURVEY NO. 62
 COULDS SURVEY NO. 63
 COULDS SURVEY NO. 64
 COULDS SURVEY NO. 65
 COULDS SURVEY NO. 66
 COULDS SURVEY NO. 67
 COULDS SURVEY NO. 68
 COULDS SURVEY NO. 69
 COULDS SURVEY NO. 70
 COULDS SURVEY NO. 71
 COULDS SURVEY NO. 72
 COULDS SURVEY NO. 73
 COULDS SURVEY NO. 74
 COULDS SURVEY NO. 75
 COULDS SURVEY NO. 76
 COULDS SURVEY NO. 77
 COULDS SURVEY NO. 78
 COULDS SURVEY NO. 79
 COULDS SURVEY NO. 80
 COULDS SURVEY NO. 81
 COULDS SURVEY NO. 82
 COULDS SURVEY NO. 83
 COULDS SURVEY NO. 84
 COULDS SURVEY NO. 85
 COULDS SURVEY NO. 86
 COULDS SURVEY NO. 87
 COULDS SURVEY NO. 88
 COULDS SURVEY NO. 89
 COULDS SURVEY NO. 90
 COULDS SURVEY NO. 91
 COULDS SURVEY NO. 92
 COULDS SURVEY NO. 93
 COULDS SURVEY NO. 94
 COULDS SURVEY NO. 95
 COULDS SURVEY NO. 96
 COULDS SURVEY NO. 97
 COULDS SURVEY NO. 98
 COULDS SURVEY NO. 99
 COULDS SURVEY NO. 100



BEARING AND COOL

BEARINGS AND COOLINGS ARE GIVEN IN DEGREES AND MINUTES AND SECONDS AND ARE TO BE USED AS SHOWN ON THE DRAWING AND ON THE FIELD BOOKS OF THE SURVEYOR.

COORDINATES

COORDINATES ON THIS PLAN ARE GIVEN IN METERS AND DECIMALS THEREOF.

SCALE

1	1:100
2	1:200
3	1:300
4	1:400
5	1:500
6	1:600
7	1:700
8	1:800
9	1:900
10	1:1000

DRAWING P

PROPOSED
PART OF LOT
TOWNSHIP
COUNTY

PROJEC
DRAWING

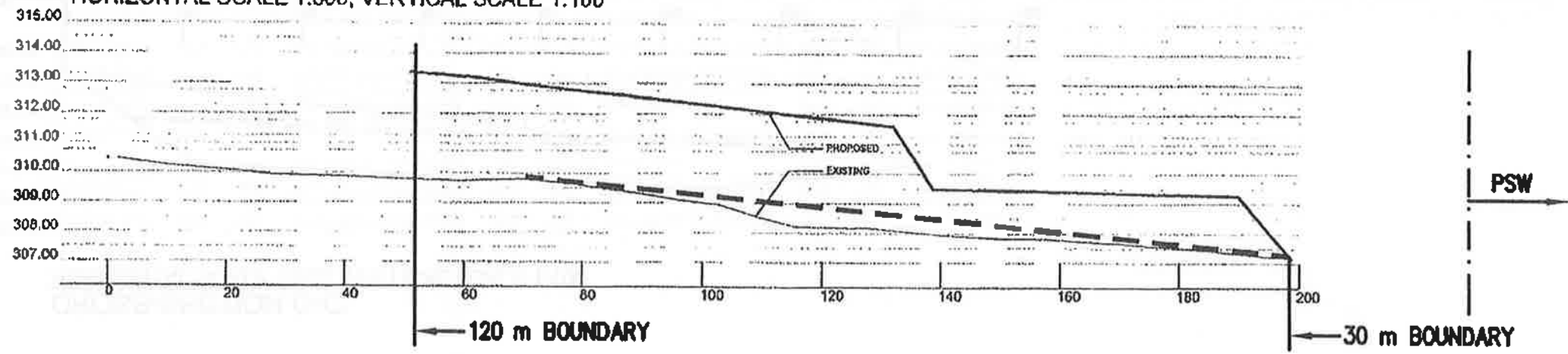
METRIC
DIMENSIONS AND COORDINATES
METERS AND DECIMALS THEREOF

GRAV

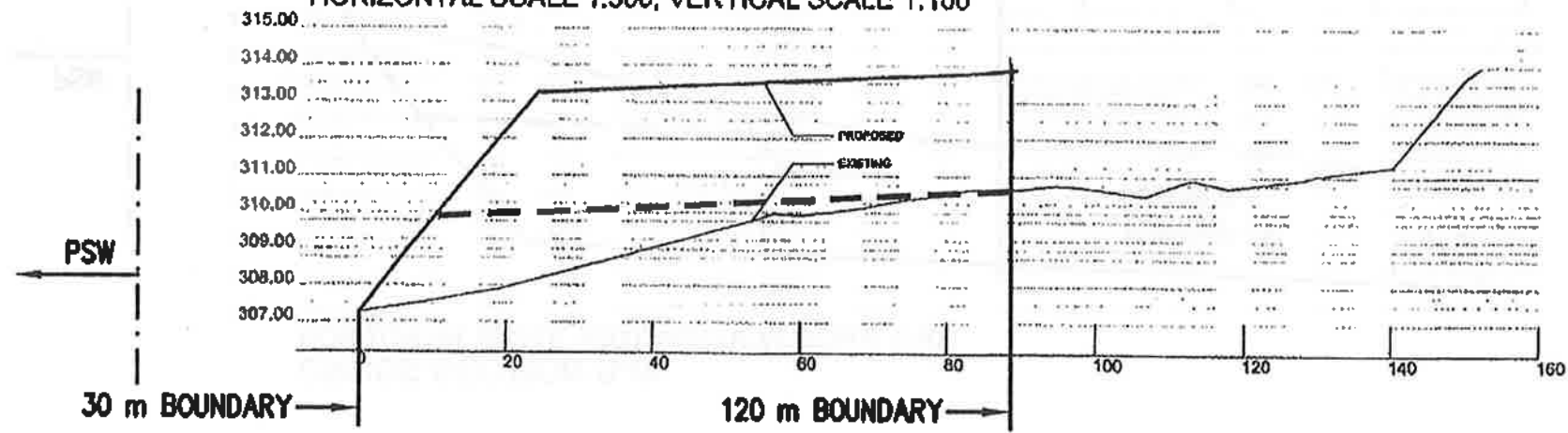
SHEET
1
OF
2

VLS LAND SURVEYING INC.
 100 WILSON AVENUE
 SUITE 100
 WILSON, ONTARIO
 M9W 1G7
 CANADA
 TEL: (416) 291-1111
 FAX: (416) 291-1112
 WWW.VLSURVEYING.COM

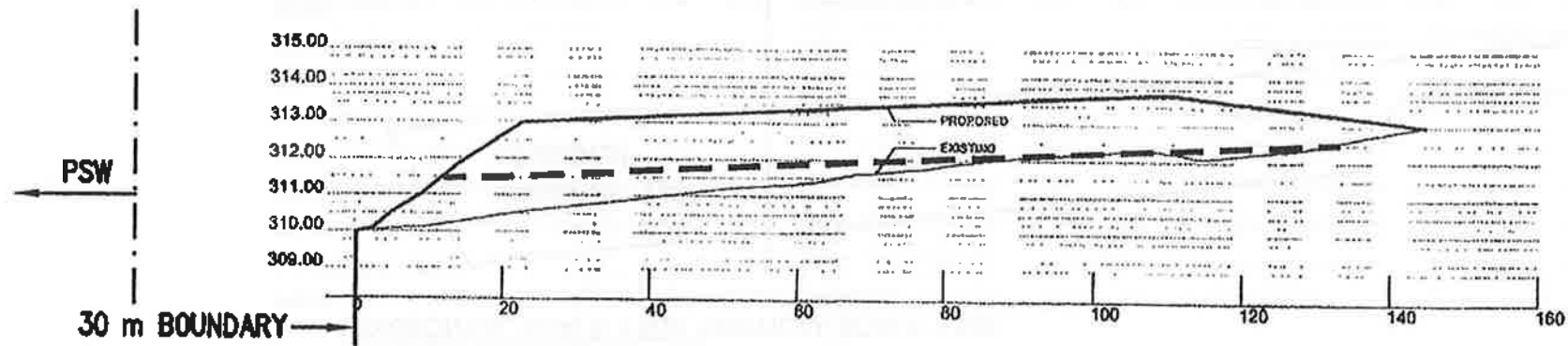
CROSS-SECTION A-A'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



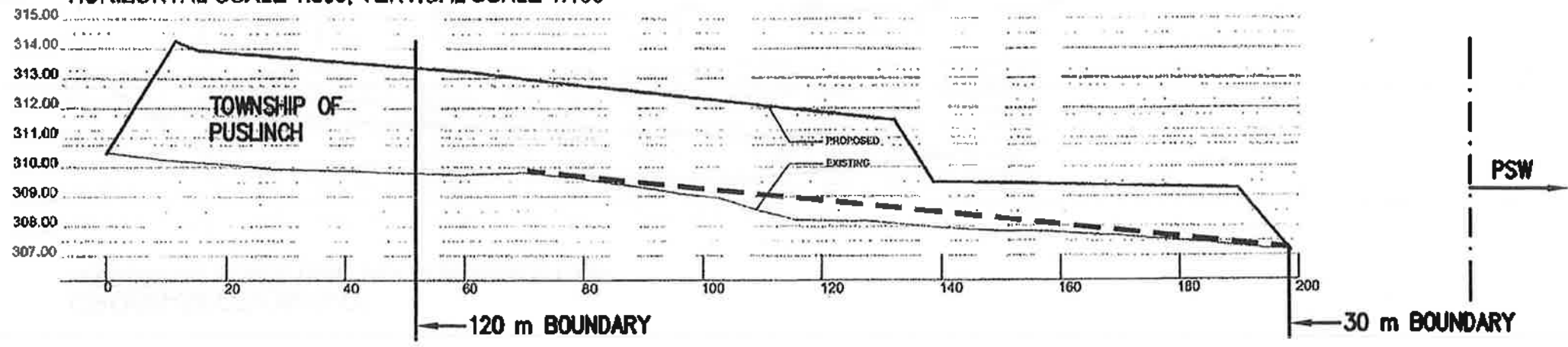
CROSS-SECTION B-B'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



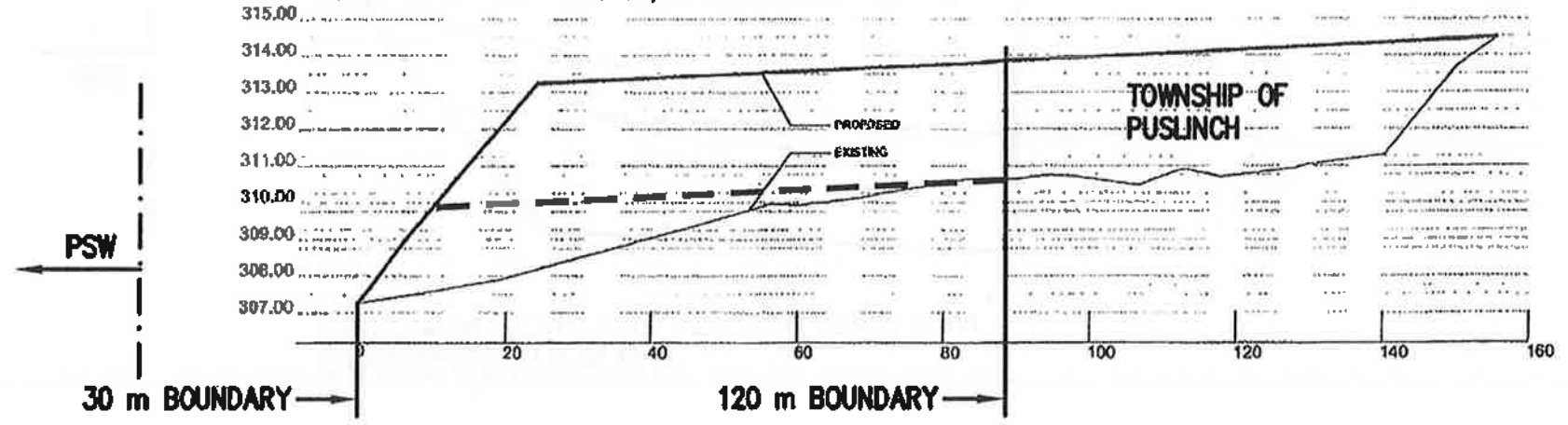
CROSS-SECTION C-C'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



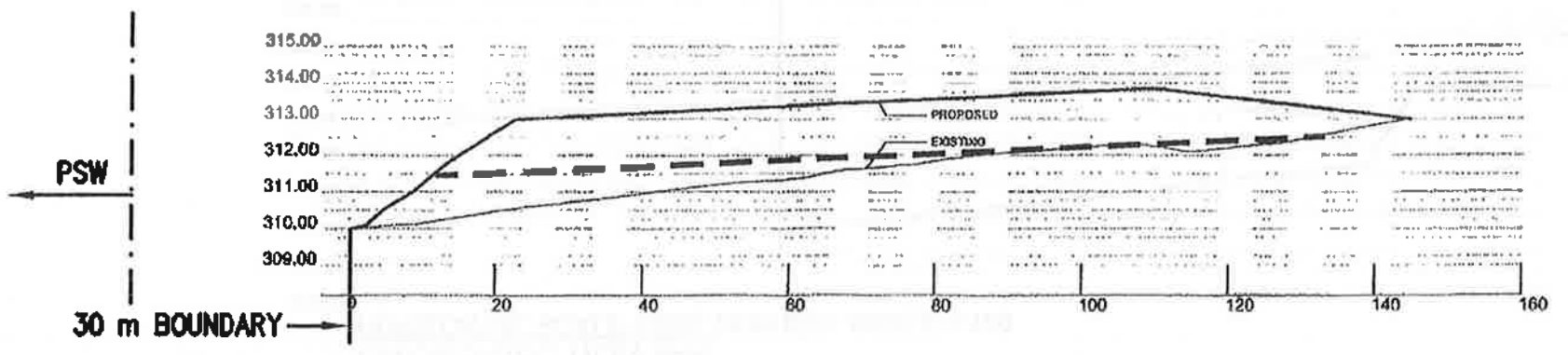
CROSS-SECTION A-A'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION B-B'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION C-C'
 HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



NEIL MORRIS
Consulting Ecologist

2480 Olde Baseline Rd., Caledon
Ontario, Canada. L7C 0J3
tel: (905) 838-1485
e-mail: neilpmorris@msn.com

15 April 2015

Mr. Jeremy DeVries
7815 Wellington Rd. 36
Puslinch, Ontario

By E-mail

Jeremy,

Re: Environmental Implications of Proposed Fill Project

This technical review is submitted in response to your request, in regard to the proposed fill project at the property at 7827 Wellington Rd. 36. This submission is based on the information that has been made available through the public process to date. That information has been assessed and interpreted in context of the understanding and expectations I have as a highly qualified and experienced environmental scientist.

My main conclusions at this time are as follows:

- The fill project poses a series of identifiable risks to the environment and human health
- The risks relate to:
 - impairment of water resources, both as affecting significant natural features and potable water supplies,
 - harm to species at risk (SAR) and/or the habitat of SAR
 - impairment of air quality through emission and dispersion of atmospheric contaminants, including suspended particulates
 - impairment of quality of life and health as a result of excessive noise, impaired air quality, and impaired water quality
- The information that has been put forward to date through the public process, regardless of how it may be deemed to satisfy specific requirements, is inadequate to reliably assess these risks, or subsequently to allow development of effective mitigation plans.

My recommendations are to submit the technical review to the parties of authority in the approval process, so that they can give it full and fair consideration in whatever decisions they might make. At a minimum, I would expect a robust response on all of the issues raised, and a justification of how they have been reconciled in the process.

15 April 2015
Mr. Jeremy DeVries
Page 2 of 2

Reference: Environmental Implications of Proposed Fill Project

If you have any questions or concerns regarding this report, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Neil Morris".

Neil Morris, Consulting Ecologist
2480 Olde Baseline Rd.
Caledon, Ontario
L7C 0J3

Environmental Review - Proposed Fill Project

**Report prepared for:
Mr. Jeremy Devries**

**Report prepared by:
Neil Morris, Consulting Ecologist
Report Reference # 15-02.1**

15 April 2015

Purpose

This submission has been prepared at the request of Mr. Jeremy Devries of 7815 Wellington Road 36, Township of Puslinch. The matter addressed herein is the proposed dumping of fill on the property, adjacent to the residence of Mr. Devries, at 7827 Wellington Road 36, Township of Puslinch. Specifically, there is an application before council for the placement of ~69,000 m³ of clean fill over an area of approximately 6.7 acres on the western portion of the noted property. The project described in the application is hereafter referred to simply as the *fill project*.

Approach

Presented herein is an independent, qualified, *a priori* review of potential adverse effects of the fill project. For the record, I am a qualified consulting environmental scientist with 25 years of experience assessing the potential adverse effects of human activity on the environment and human health. My experience includes numerous assessments of the impacts of development on sensitive natural features (e.g. wetlands), and also assessments of the effects of environmental stressors on environmental media (air, water, soil), ecological receptors, and human health. This body of experience includes a variety of projects addressing the environmental implications of agricultural practices. I also have considerable experience in the development and implementation of environmental policies, regulations and practices for both government (Federal, Provincial and Municipal) and industry. Additionally, my conclusions regarding this fill project are partly informed by my experience in the production of hay for equines on non-prime agricultural land.

This review considers written material made available to me that is of direct relevance to the potential impacts of the project. My understanding is that the information in hand is the sum of information made available through the public process to date. Time has not permitted any dialogue with parties that may have additional knowledge of relevant issues (e.g. Conservation Halton in regard to wetland protection). Time restrictions have also not allowed for any detailed independent technical studies of any of the issues of concern.

It is recognized that there are a set of prescribed issues that compel the proponent to submit information to the satisfaction of approval and/or regulatory authorities. It is also acknowledged that there is always room for interpretation as to when and where given policies or regulations might be deemed relevant, or how they might be implemented. This review is not constrained by explicit policy or regulatory relevance. Rather, the review provides an objective scientific analysis of all environmental risks posed by the fill project, as could be reasonably anticipated by a qualified person, regardless of any judgment on procedural relevance.

The review also adopts a perspective consistent with the emerging regional consensus regarding fill application procedures. Conservation authorities in proximity to the GTA

(CVC, CLOCA, GRCA) and other nearby municipalities (e.g. Halton Region) have all implemented or considered procedures to ensure that applications for fill within their respective jurisdictions overcome acknowledged gaps in the existing regulatory framework. The general intent is to ensure that various potential environmental impacts are not ignored in the process. This report seeks to identify and assess the full range of potential impacts.

Scope of Concerns

The environmental risks addressed in this review basically reflect the established list of “adverse effects”, as defined in the *Environmental Protection Act*, and include:

- impairment of the quality of the natural environment for any use that can be made of it;
- injury or damage to property or plant or animal life;
- harm or material discomfort to any person;
- an adverse effect on the health of any person; and
- loss of enjoyment of normal use of property.

Specifically, the issues of concern that are addressed herein are as follows:

- Impacts on nearby sensitive natural features (the PSW, Mountsberg Creek)
- Impacts on species at risk, both aquatic and terrestrial
- Impacts on air quality, and associated impacts on environmental and human health
- Impacts of noise disturbance on wildlife and human health

To the extent possible at this time, each issue is analyzed below, followed by conclusions and recommendations that reflect the findings of the analyses.

Analysis:

Species at Risk

The Ontario *Species at Risk Act* compels proponents and approval authorities to address the potential of development projects on those species of wildlife that have been assessed and designated as Species at Risk (SAR).

To date, there appears to have been no assessment at all of the possible presence of SAR at or near the project site, or any effort to examine the potential for adverse effects or to develop measures to mitigate those effects.

Based on the current list of SAR in Ontario, records of SAR presence in the general area of interest (NHIC data for Halton Region), and a general understanding of habitat present at or near the project site, there are a number of SAR that could be present. There are 32

Provincial SAR documented for Halton Region, and the general habitat needs of about half of these are met on or near the site of the fill project. This includes several species of grassland bird (e.g. Bobolink, Eastern Meadowlark) that have a high likelihood of occurrence in pasture areas, and several species of plant, amphibian and fish that may be associated with the wetland or Mountsberg Creek.

The fill project could have adverse effects on SAR through the following mechanisms:

- Direct harm to individuals present in the fill area during fill placement
- Disturbance of SAR in the area due to high levels of activity and noise
- Impairment of plant SAR through dust deposition
- Impairment of habitat of aquatic SAR through alteration of water quality (temperature, pH, general chemistry) or quantity

In current absence of appropriate surveillance data, the SAR implications of the project can only be the subject of speculation. For the time being, there is an uncertain level of risk to consider. To make an informed decision with respect to SAR, as a component of a comprehensive risk-benefit analysis, an adequate study needs to be completed.

Water-related Impacts

A primary focus at this time is a report that was prepared in November 2013. It is not clear if this report was submitted to meet the requirement of Conservation Halton for the issuance of a permit in accordance with Regulation 162/06. No other report that might serve that purpose has been disclosed.

A primary focus of a report for this purpose should be the characterization of the relationship between the subject property and the nearby Provincially Significant Wetland (PSW), mainly in terms of surface water and groundwater exchanges between the property and the PSW.

To be adequate and effective for this purpose, the report should encompass the following:

- reliable characterization of the overall hydrodynamics of the PSW itself,
- reliable characterization of the all aspects of the subject property that would affect the quantity and quality of surface or groundwater inputs to the PSW,
- reliable determination of the relative importance of those inputs to the function of the wetland, and
- based on the above, an informed assessment of the potential for changes in the hydrological inputs from the property to the wetland, and subsequent adverse affects on this significant natural feature and its function.

The report in question provides a limited characterization of site hydrology and hydrogeology that is based on the following:

- statements of the proponent.
- a single site visit on 21 Nov. 2013
- reference to a quaternary geology report

There has been no direct testing of soil profiles, infiltration rates, bedrock integrity, movement of surface water or groundwater, or any other aspect of relevance. The main conclusions of the report are based on anecdote and inference. While there is no site-specific information on hand to counter any of the assumptions or inferences, there has certainly not been sufficient information presented to warrant their acceptance.

At a minimum, there are assumptions and conclusions of the report that do appear counterintuitive or questionable, even in absence of the data necessary to validate or refute them. For one, the report's assertions regarding the saturation status of the area of fill placement is questionable. The report's contention is that the area is wet year round, but also has no connection to groundwater. The report only mentions precipitation as a hydrological input, and ignores any other possible sources of water moving through the fill area towards the wetland and creek. Arguably, the area would have a high probability of drying out during periods of low precipitation and high evapotranspiration (i.e., summer months) unless there were upgradient inputs of surface water or shallow groundwater. There is no mention in the report of movement of such water into or through the property. This would need to be considered in a thorough determination of its hydrodynamic relationship to the downgradient wetland and creek.

The report concludes that runoff and near-surface groundwater discharge rates to the wetland would be expected to be maintained. This is based on the assumption that infiltration and runoff rates would not change once fill placement was completed. The report does prudently recommend that the fill material have consistency that is similar to the existing soils in order to maintain infiltration characteristics. However, the proposed depth of fill is in the order of 4 meters, and it will be compacted by heavy machinery after placement. Rates of infiltration are highly dependent on depth and porosity, which is in turn dependent on soil texture and also the degree to which soils have been disturbed and compacted. The assumption that infiltration patterns will remain the same as those prior to fill placement is not warranted at this time, even if there are efforts to retain consistency in soil texture.

Regarding soil texture, the report notes that "soil samples were not obtained or evaluated during the site visit". Instead, it relies on a quaternary geology report to conclude that soils are "sandy till". According to the Ontario Soil Survey Report, the soil in and around the project site is mainly Dumfries series, which is a stony, sandy loam till, derived from limestone and calcareous in nature. Characterizing the texture of existing soils is an important factor in assessing the movement and fate of water within the site. Equally, characterizing the texture of the fill material is also important. The information available for review does not contain any information regarding texture of the source fill

material. If the fill material is originating from depth (i.e. if it is subsoil), and from locations in the Peel plain, then it is most likely that those materials will be of finer consistency and different properties with respect to drainage and infiltration.

The soil chemistry may also be an important factor to consider. The quality of water moving from the site toward the wetland and the creek is dependent in part on the characteristics of the soil, and also the time that the water is resident within the soil. Water pH, hardness, and temperature are all potentially affected by the infiltration medium (soil or fill) and these can be critical factors to aquatic biota residing in streams or wetlands. Unless it can be reliably demonstrated that the fill material will not result in changes to the rate, volume, and quality of hydrological inputs originating from the fill area, then the risk of adverse effects on the wetland and stream must remain as a consideration in the overall risk-benefit analysis of the fill project.

The report also concludes that erosion and siltation would not be an issue under certain constraints (e.g. silt fencing). Mitigation measures can effectively preclude significant risks of siltation. However, there is also a meaningful potential for transport of soil particles from the fill area to nearby wetlands and streams as a result of atmospheric dispersion. Information on hand does not include any meaningful discussion of fugitive particulates or their mitigation (see further discussion regarding Air Quality).

In that a permit has been issued by Conservation Halton for fill project, as proposed, the CA has apparently concluded that the project will not affect the wetland (as required under Regulation 162/06. With due respect to Conservation Halton, if that conclusion is based solely on the LVM report, I respectfully disagree with that conclusion, and thus the issuance of the permit. In my view, the assessment on file is simply inadequate in this regard.

There is another notable concern with the report's assumptions regarding infiltration to groundwater. The report infers (based on very limited observation) that bedrock is not fractured or weathered, and thus the water from the area proposed for fill placement does not infiltrate to groundwater. Rather, the report assumes that precipitation is trapped in the shallow soil layer above the bedrock, eventually draining along the bedrock layer toward the wetland.

The potential for infiltration to groundwater is a critical factor in context of understanding the potential impacts of the fill project on groundwater resources. The current characterization of infiltration is simply not rigorous enough for such a critical issue. An effective analysis would include, at a minimum, data obtained from a series of on-site boreholes (e.g. hydrogeological gradients), and a thorough characterization of residential wells in proximity to the site (e.g. depth of screening, distance from fill boundaries). While the town's Site Alteration By-law will require measures to detect contamination, those measures are not infallible, and there is always a risk of inadvertent delivery of contaminated fill. This being the case, the precautionary principle is advised, and a proper understanding of the potential influence of site activities on groundwater

resources is warranted. Such an understanding is simply not possible on the basis of information submitted to date.

Air Quality:

Any large scale operation involving transport, dumping and grading of geologic materials (e.g. fill) will generate some level of fugitive dust. The operation of heavy equipment in transport and grading will also generate combustion emissions, most likely from diesel fuel. These constitute sources of a number of atmospheric contaminants of concern (COC) that have the potential to affect human health. Suspended particulate matter would be one of the most likely COCs encountered in and around the fill project site.

The health effect of atmospheric particulate pollutants has received significant attention in recent years. This includes reviews by the World Health Organization¹, departments of the Canadian (e.g. CCME, Environment Canada and Health Canada) and U.S. governments (e.g. U.S. EPA), physician organizations (e.g. Physicians for Social Responsibility), and independent researchers (e.g. Anderson *et al.*, 2012, and Pacal *et al.*, 2013). While it is acknowledged that there is still much to learn, the current understanding of the health effects of atmospheric particulates can be summarized as follows:

- Atmospheric particulates are considered to be toxic substances,
- There is a clear dose-response relationship (i.e., the magnitude of health impact is proportional to the level of suspended particulates in air).
- Health effects can occur as a result of both chronic and acute exposure to atmospheric particulates.
- There is no identifiable “safe” level of respirable particulates. Any exposure that exceeds natural background (in the order of 5 µg/m³) introduces additional health risk.
- The establishment of atmospheric particulate standards (including those in Canada) has included considerations other than health, and the resulting standards do not completely mitigate the health risk.
- There is a general recognition that existing air quality objectives for atmospheric particulates need to be significantly lowered in order to be acceptable as pure health-based criteria

In regard to the generation of atmospheric particulates, the only point of relevance that has been identified in the material available for this review is a statement appearing in the information report PD-2015-05 from staff to council. The statement is that “dust control will be provided on an as required basis through the use of a water truck”. If there is any reasonable concern about health effects of atmospheric particulates, a much greater level of diligence is required to characterize and mitigate the potential risk.

Noise:

Noise is an environmental stressor for which the scientific understanding of impacts and associated regulations for non-occupational settings are in the relatively early stages of their development. In general, the trend is toward treating noise as a form of contaminant that can have a range of adverse effects. Under Ontario Environmental Protection Act (EPA), consideration of noise as a contaminant would prohibit its "discharge" to the environment if it were to cause adverse effects, which would include health effects and loss or enjoyment or normal use of property. The potential for adverse effect is partly dependent on sound intensity and the duration of exposure, particularly in relative comparison to background noise levels. Health Canada provides guidance for the protection against environmental noise that includes measurable limits for increase in noise intensity relative to background.

In general recognition of the potential effects of noise at this time, municipalities may prohibit and regulate with respect to noise Under Section 129 of the *Municipal Act*. The Corporation of the Town of Puslinch does have a noise by-law (By-Law 5001-05). This by-law is based on the principal that "people have a right to and should be ensured an environment free from unusual, unnecessary or excessive sound or noise, which may degrade the quality and tranquility of their life"

In regard to noise associated with the fill project, the response to date is that a noise study is not required and that the hours of operation are in keeping with the Town's Noise by-law.

With all due respect, it is hard to accept that the scope and specifications of the Town's by-law were established in anticipation of large scale heavy machinery operation, more or less continuously over a duration of a year or more, in an otherwise very quite rural area. Further limiting is the fact that the existing by-law does not include any objective criteria (e.g. prohibiting sound that exceeds a certain measurable characteristics (intensity, frequency, etc.) that can be brought into consideration in the event of noise complaints.

Conclusions and Recommendations:

Although not technically designated as such, the project amounts to a large scale, long-term industrial operation, situated in very close proximity to residences and sensitive natural heritage features. If subject to the rationale that would typically apply in such a situation, the information that has been submitted to date would fall far short of what would be required.

By the strict letter of relevant policy and regulations, or more so lack thereof, council can take the position that for each possible issue of concern, the minimum requirements have been met. There is of course an obligation for the Township and its councilors to act in a manner consistent with the established policy and regulatory framework. Council should also be acting to ensure that decisions reflect the broader intent of overarching policy (e.g. the PPS or the County OP). All reasonable benefits and risks of any proposal should be understood and considered in a weight-of-evidence manner to ensure that the benefits of the proposed undertaking are not outweighed by the risks.

In regard to risk, there are a number of potential environmental and human health impacts that could be associated with the fill project in question, and should be considered in the risk-benefit context. This includes:

- potential impacts on the nearby wetland and stream as a result of quantitative and qualitative changes in infiltration and/or runoff,
- potential impacts on species at risk (SAR)
- potential impacts on human health and well being as a result of contaminated groundwater or air, and as a result of excessive noise.

Firm conclusions cannot be made at this time about the likelihood or severity of any of these potential impacts, but it is defensible to say that there are risks that should be considered. It is my opinion that the current policy and regulatory framework of current relevance to fill applications do not adequately consider the full range of risks. For those risks that do compel consideration in the current framework (i.e. effects on wetlands), the current state of assessment is deemed inadequate.

At this time, there is a very limited ability to understand the full environmental and human health risk associated with the fill project. It is advised that additional information be obtained to the extent warranted, regardless of any formal requirement to do so. This would include information equivalent to what would be generated through an Environmental Impact Study (EIS), a detailed hydrogeological study, a predictive air quality assessment, and a noise study.

In absence of new information, the precautionary approach would be to give more weight to the risks in the decision-making process.

In the event that the fill project is approved, there are various conditions and mitigation measures that should be considered for inclusion as part of the formal agreement between the proponent and the Township, or through other means. This would include:

- Provisions to ensure that textural and chemical characteristics of the source fill material is consistent with existing site soils
- Measures to identify conditions when site activity may result in significant dispersion of atmospheric dispersion towards nearby residences (e.g. instances of specific wind speed thresholds and directions)
- Provisions to directly assess air-borne particulates (e.g. dust fall monitors)
- Development of more detailed measures for dust control at source, including both mitigation and contingency measures (e.g. suspension of activity under specified conditions of increased risk)
- Long-term (minimum 10 years) monitoring of the quality and quantity of water in nearby residential wells, including effective baseline monitoring.
- Establishment of measurable criteria for excessive noise and a site-specific program for mitigation (sound barriers) or resolution of concerns as they may arise.
- Development of a rigorous quality assessment and control program, subject to peer review, and implementation of that program for the entire volume of fill proposed for the site, regardless of any jurisdictional considerations.
- Establish requirements for restoration that ensure ongoing protection of water resources (e.g. that the site be restored to a permanently vegetated state, and managed without use of herbicides or artificial fertilizers)

In absence of these measures, the overall level of risk to the environment and human health is not acceptable in my view.

References:

Hydrogeological Assessment – Part Lot 31, Concession 10, Township of Puslinch.
Prepared by Chris Helmer, Hydrogeologist – LVM Inc., Kitchener. 29 Nov 2013

Soil Survey of Wellington County – Report #35 of the Ontario Soil Survey. 1963.

World Health Organization (WHO). 2006. Air quality guidelines for particulate matter, ozone, nitrogen dioxide and sulfur dioxide. Global update 2005. Summary of risk assessment. WHO/SDE/PHE/OEH/06.02

Canadian Council of Ministers of the Environment (CCME) 2000. *Canada-Wide Standards for Particulate Matter (PM) and Ozone*. Endorsed by CCME Council of Ministers, June 5-6, Quebec City, 10 pp.

Environment Canada and Health Canada. 2000. *Priority Substances List Assessment Report: Respirable Particulate Matter Less Than or Equal to 10 Microns*. May, 2000.

Anderson, J.O, J.G. Thundiyil and A. Stolbach. 2012. *Clearing the Air: A Review of the Effects of Particulate Matter Air Pollution on Human Health*. *J. Med. Toxicol.* (2012) 8:166–175.

United States Environmental Protection Agency (EPA). 2009. *AERMOD Implementation Guide*. AERMOD Implementation Workgroup. Office of Air Quality Planning and Standards. Air Quality Assessment Division. March 19, 2009.

Pascal, M., M. Corso, O. Chanel, C. Declercq, C. Badaloni, G. Cesaroni, S. Henschel, K. Meister, D. Haluza, P. Martin-Olmedo, and S. Medina. 2013. *Assessing the public health impacts of urban air pollution in 25 European cities: Results of the Aphekom project*. *Science of the Total Environment* 449:390–400.

Health Canada. 2010. *Useful Information for Environmental Assessment*. Health Canada, Ottawa.

RECEIVED

MAY 05 2015

Township of Puslinch

TO: Karen Landry / Robert Kelly,
The Township of Puslinch

In our meeting on April 23rd you raised a number of concerns/questions that the Councilors still have regarding my site alteration.

Here is my input to be included in your report to Council.

Traffic Issues on Wellington Road 36, a Wellington County Managed Road.

We have followed all the procedures and safety measures as prescribed by the County prior to issuance of the permit we have from Wellington County. After the public meeting, my contractor (Jay) was approached by the County and the *only suggestion* was to install signs; the County asked Jay to consider paying for truck turning signs (not a requirement of the County, as we have already met all their requirements), but in an effort to assuage the neighbours; he agreed and the signs are now installed.

When I purchased the property in 2009, I contacted the County regarding the "blind" hill (as my neighbours call it); seeking to have a street light or signs installed as I felt at night it can be a bit "blind". The County stated that it did not meet the requirements for either.

A year or so ago David Hamilton was required to get permits (County and lot line adjustment, which has a public notice requirement) for his existing second entrance on the "blind" side of the hill. I still do not have any objections as I trust that the County and Township would only approve a safe entrance, as the County has required numerous things from me to make my historical field entrance safer (to which I have fully complied with).

To the best of my knowledge, despite my neighbour parking his large "big rig" Truck on the side of the road for many years, and Dave Hamilton's commercial equipment entering and exiting his property on the blind side of the hill (closer to the crest than my, alleged unsafe and blind, field entrance is), there have been no issues with traffic that I am aware of. However, I am very happy to offer my support and would join any delegation of neighbours who wish to approach the County to discuss further measures to make ALL driveways on the blind side of the hill safer. My only real concern with the hill is at night time, and as you know the trucks for my project will not be using the entrance at that time.

Dust raised by trucks/coming off of trucks has been addressed in our control plan, to which numerous engineers have agreed with. However, what seems to have been missed, yet I assumed as well known, is that prevailing winds are from the NW, WNW direction, which means the wind blows towards my buildings/home most of the time; away from my neighbours. Exceptions to this tend to be summer storms, with rain, and therefore likely no dust issues will occur during those times.

Noise Concerns:

There are times of the year that we can hear loud music, ATVs, Motor Cycles, Snowmobiles, construction noise, I can even hear the 401 constantly, the list is endless and simply a part of life. I believe Robert

RECEIVED
MAY 20 2010

Kelly has stated several times that we are well within the current noise by-laws for constructions which states we could operate from 7am to 9pm, where our control plan calls for 7am to 7pm. We have also advised that the times are more likely to be 7:30/8am to 5/5:30pm. Also note: the chance of us receiving 100 trucks every single day for 3 months (the time to complete should we receive that many trucks each and every day) is very unlikely! There will be days where no work/trucks will occur, and others that will be busy. I believe this is rather typical of construction, and that the noise laws are not meant to restrict or prohibit construction, but to find some reasonable middle ground.

Neighbourhood Cooperation

When I bought the property in 2009 my neighbour, Gabriel Markiewiez, almost immediately approached me and asked that I sell him a strip of land that would allow him to adjust his lot line to match Jeremy Devries' back of lot line (about 0.5 acres). Apparently the previous owners asked ridiculous amounts of money to do so. I simply asked for a nominal fee and that the Markiewiez's handle all the legal/engineering requirements of it.

Around the same time, shortly after I moved in, John Myers approached me to ask if he could locate his internet dish on my house so that he could obtain high speed internet (being down the hill John is unable to receive an internet signal, our only option here is wireless internet from Xplornet). John has had his internet equipment, installed at his expense, on my home free of charge for the better part of 5 years and continues to do so to this day.

I have turned the public lands across the frontage of my property into grassed area which is mowed weekly so that it's appearance is more consistent with most of the residential properties in the area. This also requires, as I'm sure my neighbours know, picking up a great many things that people seem to feel free to throw out of their cars on a rural highway. At times this almost doubles the time to mow these areas.

A couple years ago Jim McPherson approached me about severing off (which requires public notification) a lot from his newly inherited, greenbelt zoned, family property across from me, so that he could build a home on it. I still do not have any objections to this, despite his building of his house/cottage on the remaining portion and putting up the severance for sale. I approached Jim about this, as a number of horse farms in the area access the public trails behind his new house, via what has now become his driveway (that I was concerned he would not want horses on). Jim was happy to allow people and horses to continue to access these pathways. However, recently Jim has asked that I no longer use his driveway, nor my clients. I assured Jim that none of my horses use his driveway, and have passed his request along to my clients, who I'm sure will honor his wishes. I have also spoken with other people who access the trails via Jim's driveway and passed along his change of heart. Furthermore I have contacted Halton Conservation to see if an alternate route could be made to access the trails.

My neighbour to the south cannot access his back fields from his own property. I have allowed him to regularly access them through my fields via my field entrance on 36.

Another neighbour uses much of my manure as fertilizer for his fields, thus saving us both money.

I have lent equipment to the neighbours on numerous occasions, free of charge.

When Jeremy Deviers asked what I was doing in the field, (to this date the only neighbour that has bothered to ask/discuss it with me), I told him everything, and even sent him my engineer drawings! Based upon his initial concerns, and over 20 hours of conversations, I changed my plans and personally absorbed the costs of both the revised engineering plans and permit fees.

I have continued to make concessions and endured significant delays and financial fees. One of which is the \$100,000 bond I am required to post to the Town, TEN times the amount of any other fill operations approved to date (on a per m³ basis)! It should be noted that while I have agreed to this amount, it has been conceded that this is an arbitrary number and has no economic or scientific basis. No doubt this might be less contentious in a commercial fill venture, but my fill is a revenue neutral operation designed to improve my property for long term viability, not to generate income on its own; it certainly is not a commercial dump site. It should also be noted that these bonds are not only expensive, but that the open ended nature of them makes it impossible to determine my ultimate cost and rewards no one but the Banks that post them.

As you know, I signed the agreement the council is to vote on, back in February. Since then, the only change the Township has asked for is the wording around the length of time the Bond is to be held, in an effort to make that section more clear. I have also only requested that one clarification change be made in my Control Plan (an amendment to the Agreement); the 0.4m of topsoil should have read "a minimum of 0.145m" (or 6 inches), as we simply wish to reuse topsoil and not have to import any. Both these changes have been made in the spirit of what I consider good faith attempts by both parties to arrive at a workable agreement.

I hope you find my comments useful and a demonstration of my continued willingness to do what I can to be reasonable.

Regards,

Marc Reid

Karen Landry

From: Marc Reid <marc@refamco.ca>
Sent: May-07-15 10:35 PM
To: Robert Kelly
Cc: Karen Landry
Subject: Letter Follow-Up: Main Driveway as Truck entrance.

As we discussed in our Meeting in April, and you and the town engineers saw today, the main driveway really isn't a viable option to receive trucks for the fill project:

I would suggest that Mayor Lever see for himself; but here are some of the reasons we discussed:

1. It is still on the "blind" side of the hill, past the crest moving East to West that my neighbours feel is very dangerous (along with most of their driveways, as I outlined in my letter).
2. It has an elevation above the grade of CR36; therefore a potentially slippery downhill slope onto CR36 in winter. It is narrow, with trees blocking sightline, which would likely increase the chance of trucks needing to "queue" on CR36, as well as swing out wide to make the turn.
3. The pathway to the field is not a road, but lined with very mature trees, whose roots may not sustain/survive heavy truck traffic (I even tell people to get off the path if they drive their cars on; it is really just for my tractor and horses). Further down that path there is the issue of a narrow, sharp turn, to navigate around the barn and paddock/fencing. Something a pickup truck can do with great care, but a large dump truck could not.
4. Simply there is no viable option for a road to connect to the main driveway and the fill area that is reasonable, nor would it be safer than the already legal, permitted, field entrance we have. Frankly, I think it would be much more dangerous than our field entrance.

Regards,

Marc
E: marc@refamco.ca

Karen Landry

From: Greg Scheifele <gwsefs@sympatico.ca>
Sent: April-21-15 4:27 PM
To: Karen Landry
Cc: Robert Kelly; Amanda Pepping; Stan Denhoed
Subject: Reid Site Alteration Application, SAP 03/2013

Karen,

As requested, I have reviewed the correspondence prepared on behalf of Mr. Jeremy DeVries regarding Marc Reid's Site Alteration Application. My comments on these letters are provided below.

Neil Morris, Consulting Ecologist

1. Mr. Morris claims the fill project could potentially cause adverse effects to Species at Risk (SAR) due to various direct or indirect impacts. He indicates that 32 SAR have been previously reported as being present in Halton Region and the general habitat needs of about half of these species are met on or near the fill project. To confirm this statement I checked the Natural Heritage Information Center (NHIC) and discovered that the following 4 species had previously been documented within the 1 km² grid square where the fill site is located and another 4 species were reported in the adjacent 8 grid squares.

<u>Species</u>	<u>Last Date Observed</u>
Yellow-Breasted Chat (<i>Icteria virens</i>)	1985
Shrubby St. John's-wort (<i>Hypericum prolificum</i>)	1937
Scarlet Beebalm (<i>Monarda didyma</i>)	1937
Carey's Sedge (<i>Carex careyana</i>)	1978
*Eastern Milksnake (<i>Lempropeltis Triangulum</i>)	1980
*Eastern Ribbonsnake (<i>Thamnophis sauritus</i>)	1990
* Northern Map Turtle (<i>Graptemys geographia</i>)	1924
*Ram's-Head Lady Slipper (<i>Cypripedium arietinum</i>)	1986

*Found in adjacent NHIC grid squares

No provincially significant grassland birds (e.g. Bobolink, Eastern Meadowlark etc.) have ever been reported breeding in these grid squares and it is highly unlikely that the Yellow-Breasted Chat would nest in the open agricultural fields where fill is proposed since it prefers to breed in dense deciduous thickets. Although I have not had the opportunity to inspect the site, it seems unlikely that any of the snakes, turtles or plants listed above would be found in these agricultural fields based on their habitat preferences and the available documentation on the subject property. These species may possibly inhabit the adjacent wetland which is protected by a 30 m buffer. Heavy-duty silt fencing is also being installed at the buffer limit. Consequently, there will be no physical intrusion into the wetland and it should also not sustain any damage from sedimentation. Since wetland habitat is being adequately protected any SAR which could be found in this area will also be protected. In any event, Conservation Halton has the mandate for wetland protection and they appear satisfied with this application.

2. Potential hydrological and hydrogeological impacts to the wetland will be addressed by Harden Environmental. However, since only clean fill is to be applied to the site and surface and groundwater will continue to be directed to the wetland I do not expect any significant change to the wetland hydroperiod.

3. With respect to potential impacts from dust and noise, the Control Plan submitted by the applicant generally satisfied the requirements of the Site Alteration By-Law. I expect these disturbances to the environment and nearby landowners will be similar to those arising from the operation of a gravel pit or construction of a residential subdivision. However, the duration of the fill project should be much less than the life expectancy of a typical gravel pit or the time required to build out a residential subdivision on a 7 acre parcel of land.

Rob Alton, P.Ag. Certified Crop Advisor

1. The clean fill to be applied to the site is supposed to be similar in texture to the native soils in order to maintain the existing infiltration rate. No concrete, metal or other foreign debris is to be included in the fill received at this site. If these unacceptable materials have been dumped at the site they must be removed as per the proposed Control Plan and returned to the source site.
2. I agree with Alton that the existing slopes on the farm which range from 1 to 5% are not too steep to accommodate normal farming practices.
3. I agree with Alton that the use of commercial fertilizer and/or animal manure would improve the productivity of the cropland. Alternatively, there may be other grasses and legumes better adapted to site conditions at this farm. Greater soil depth will, nonetheless, improve land productivity, particularly where the soil is now poorly drained and/or less than 40 cm in depth. This assumes the fill is clean and similar in composition to the native soil and a minimum of 15 cm of topsoil is applied to the surface. I therefore disagree with Alton's conclusion that the addition of fill to the existing fields will negatively impact their agricultural productivity, especially given their current low level of productivity.

Please call me if you require further clarification on these matters.

Regards,

Greg.

Karen Landry

From: Stan Denhoed <sdenhoed@hardenv.com>
Sent: April-29-15 9:13 AM
To: Robert Kelly; Karen Landry
Subject: SAP 03/2013

Robert

I have reviewed the report prepared by Neil Morris Consulting Ecologist in reference to the Marc Reid Site Alteration Permit (SAP 03/2013). I have also reviewed the site plan and control plan associated with SAP 03/2013. It is my understanding that this project has also been reviewed by the Halton Region Conservation Authority including their hydrogeologist who is tasked specifically to consider potential chemical and physical hydrological changes to the adjacent Badenoch Swamp Provincially Significant Wetland. The issuance of a fill permit by the HRCA indicates that the HRCA staff is satisfied that physical and chemical changes to the wetland will not occur.

The Badenoch Swamp is a very large wetland complex with a physical area of 848,463 m² immediately down gradient and a contributing watershed area of several square kilometers. The proposed site alteration comprises an area of 29,223 m². The site in question, therefore represents a small percentage of the area of the Badenoch Swamp and its contributing area and this alone limits the potential for impact to the PSW. The site plans show that all of the drainage from the site will continue to discharge to the Badenoch Swamp, thereby limiting the potential for reduced hydrological support from the site. The site will be temporarily disturbed and we are trusting that the physical wetland protection recommendations from the HRCA are sufficient to prevent any physical impact on the wetland.

Post alteration, the site will return back to a hay crop with similar evapotranspiration characteristics as pre-alteration. It is our opinion that any change in evapotranspiration as a result of the increased surface area associated with the fill placement will be negligible in comparison to total support hydrology of the wetland.

The infiltration potential of the upper 0.15 metres will also be similar to that of the pre-alteration condition. Any compaction of the fill or emplacement of lower permeability soils will likely permanently reduce the potential for infiltration to percolate to the water table. However, the swamp represents a regional area of groundwater discharge and any small percentage in the recharge potential at the site will, in our opinion, be negligible in comparison to the total hydrological support.

The increased depth of soil does have the potential to improve the quality of groundwater beneath this site as the water table is reported presently to be near to the ground surface. The greater separation between the hay

crop (and associated agricultural chemicals, including manure) will reduce the input of phosphorous and nitrogen in the underlying shallow groundwater system.

It is my opinion that there is very little potential for the chemistry of the soil water percolating through the fill into the shallow groundwater system and subsequently into the wetland to be significantly different than the existing groundwater chemistry. The underlying soils and bedrock are calcareous and have a tremendous capacity to buffer high and low pH waters in the natural carbonate rich environment. Therefore neither the pH nor hardness will change measurably from the proposed fill operation.

Based on our observations at other sites, the introduction of the fill will have the effect of reducing the transfer of atmospheric heat to the groundwater system. Therefore, during the summer months groundwater moving beneath the fill will remain cooler until exposed in the 30-metre setback area.

We agree that the knowledge of the specific direction of groundwater flow is lacking at the site and understand that three groundwater monitors have been installed at the site. Providing that they have been installed correctly, these three monitors should be able to accurately determine groundwater flow direction and can thereby inform the location of the required down gradient groundwater monitors. In regard to the potential impact on the adjacent private water supplies the position of the site within the regional groundwater flow system suggests that groundwater flow is not toward any local private well. However, we look forward to confirmation of this with the groundwater elevation data associated with the groundwater monitors.

It is also our opinion that the emplacement of fill meeting the chemical requirements of the township of Puslinch By-Law, will not result in the contamination of groundwater.

--
Stan Denhoed
Senior Hydrogeologist\
Harden Environmental Services Ltd.
Phone: 519 826 0099
Cell: 519 994 6488
Fax : 519 826 9099

Karen Landry

From: Amanda Pepping - GM BluePlan <Amanda.Pepping@gmblueplan.ca>
Sent: April-24-15 10:20 PM
To: Robert Kelly
Cc: Steve Conway - GM BluePlan; Stan Denhoed; Karen Landry
Subject: SAP 03/2013 Reid - Comments on Additional Reports (113006-9)

Robert,

The conclusions and recommendations section of the report prepared by Neil Morris, Consulting Ecologist indicates the following, with our response provided:

1. 'The project amounts to a large scale, long term industrial operation'
 [AP] This project is a temporary construction project with maximum duration of two years as per the terms of the agreement. The standards applied to this project should be in line with the Township site alteration bylaw and those that are applied to all other temporary construction/development projects within the Township.
2. 'Provisions to ensure that textural and chemical characteristics of the source fill material is consistent with existing site soils'
 [AP] Fill is required to meet the chemical characteristics of Table 1 of the "Soil, Groundwater and Sediment Standards". Table 1 represents full depth background site conditions and includes criteria for agricultural uses. I agree that provision should be added to the control plan to require that incoming fill be of equal or greater hydraulic conductivity than existing soils.
3. 'Measures to identify conditions when site activity may result in significant dispersion of atmospheric dispersion towards nearby residences (e.g. instances of specific wind speed thresholds and directions)'
 [AP] Requirements for wind speed/direction monitoring and/or restrictions placed on construction activities due to wind speed/direction are not typical conditions placed on construction activities, are not a requirement of the Township site alteration bylaw, and have not been applied on previous construction/development activities within the Township. There do not appear to be grounds to apply such a stringent requirement to this temporary construction project.
4. 'Provisions to directly assess air-borne particulates (e.g. dust fall monitors)'
 [AP] Air borne particulate analysis or dust fall monitoring are not typical conditions placed on construction activities, are not a requirement of the Township site alteration bylaw, and have not been applied on previous construction/development activities within the Township. There do not appear to be grounds to apply such a stringent requirement to this temporary construction project.
5. 'Development of more detailed measures for dust control at source, including both mitigation and contingency measures (e.g. suspension of activity under specified conditions of increased risk)'
 [AP] Treatment of disturbed areas that will produce dust by application of water or other dust suppressant chemical (eg. calcium chloride) is the industry standard for controlling dust produced by construction activities. These are the same standards applied to construction activities throughout the Township and across many Municipal jurisdictions. Note that use of calcium chloride should be restricted due to the adjacent PSW, and use of water for dust control is recommended.
6. 'Long-term (minimum 10 years) monitoring of the quality and quantity of water in nearby residential wells, including effective baseline monitoring'

[AP] The Township site alteration bylaw specifies a water quality monitoring period of 2 years. Baseline sampling is required per the terms of the site alteration bylaw/agreement.

7. 'Establishment of measurable criteria for excessive noise and a site-specific program for mitigation (sound barriers) or resolution of concerns as they may arise'

[AP] The operating hours of the site are within the hours of restriction contained within the Township's noise bylaw. The proposed construction activities do not appear to contravene the noise bylaw.

8. 'Development of a rigorous quality assessment and control program, subject to peer review, and implementation of that program for the entire volume of fill proposed for the site, regardless of any jurisdictional considerations'

[AP] The Township Site Alteration bylaw requires an applicant to retain a qualified engineer or environmental consultant to be responsible for ensuring that the site alteration is in accordance with reasonable engineering and environmental practices and in accordance with the requirements of the Township of Puslinch Site Alteration by-law, including the requirement that fill material must comply with Table 1 of the "Soil, Groundwater and Sediment Standards". It is up to this qualified person to determine the number of samples required to be satisfied that the work is proceeding in accordance with the requirements set forth. The site alteration bylaw is configured to transfer the responsibility for supervising the fill operation to a qualified person retained by the applicant. The Township only reviews the results submitted by the qualified professional and does not accept responsibility for the adequacy of the filling operations.

9. 'Establish requirements for restoration that ensure ongoing protection of water resources (e.g. that the site be restored to a permanently vegetated state, and managed without use of herbicides or artificial fertilizers)'

[AP] At closure, the site is either to be seeded or farmed, as stated in the Control Plan. It is unclear why restrictions to the use of herbicides or fertilizers should apply to this agricultural land and not to other agricultural lands within the Township.

Response to comments by Rob Alton, P.Ag. Certified Crop Advisor:

1. [AP] The comments provided suggest that the application is for the sole purpose of improving hay productivity. This was mentioned as one possible end use, however I recall that additional uses including horse exercising and horse pasture were also indicated. I am unable to comment on the suitability of existing lands for horse uses as this is outside my expertise. I also note that the Township site alteration bylaw does not appear to restrict approval of an application based on ultimate land use.

2. 'It will be very difficult to establish a soil and vegetation cover on this slope without excessive erosion.'

[AP] A 3:1 slope is the maximum permitted slope in land development applications. This slope is considered stable and vegetation can be established.

3. 'The addition of unconsolidated fill on top of existing agriculture lands will negatively impact their productivity for crop production'

[AP] Given that information on the nature of the existing soils is not presented, there does not seem to be sufficient information to conclude that productivity will be negatively impacted by the filling operations.

Response to correspondence from the applicant suggesting a reduction in the final depth of topsoil used for restoration:

4. [AP] Application of 100-150mm of topsoil is typical for final restoration of residential/commercial/industrial land use applications. Crop (Hay) production has been listed as one possible end use for the fill area. It seems reasonable that a greater depth of topsoil would be required for agricultural purposes. It is recommended that the existing requirement for 400mm of topsoil be maintained.

GM BluePlan Engineering Limited

650 Woodlawn Road West, Block C, Unit 2 | Guelph ON N1K 1B8

t: 519.824.8150 | c: 519.242.4626

arnanda.pepping@gmblueplan.ca | www.gmblueplan.ca



NOTICE - This message from GM BluePlan Engineering Limited is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential or proprietary. Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, arrive late or contain viruses. By communicating with us via e-mail, you accept such risks. When addressed to our clients, any information, drawings, opinions or advice (collectively, "information") contained in this e-mail is subject to the terms and conditions expressed in the governing agreements. Where no such agreement exists, the recipient shall neither rely upon nor disclose to others, such information without our written consent. Unless otherwise agreed, we do not assume any liability with respect to the accuracy or completeness of the information set out in this e-mail. If you have received this message in error, please notify us immediately by return e-mail and delete the message from your computer systems.

Karen Landry

Subject: FW: [SPAM] Re: Delegation Robert Southward

From: Stan Denhoed [<mailto:sdenhoed@hardenv.com>]

Sent: Monday, May 04, 2015 5:09 PM

To: Robert Kelly; Amanda Pepping; Greg Scheifele

Subject: [SPAM] Re: Delegation Robert Southward

Robert

Clean Fill

The By-Law is clear that deleterious material is not acceptable in the fill. The presence of concrete rubble and rebar in the fill is therefore a clear violation of the By-Law.

The By-Law is also clear that the hydrologic function of the property must remain the same as pre-filling activity. This includes infiltration, depression storage and runoff. The photos provided of the fill material suggest that it is variable in grain size distribution and potentially less permeable than the native soils. Compaction of this material will further reduce permeability. I believe that topsoil and re-seeding to a hay crop will result in similar infiltration values, however, the overall percolation of infiltrating water will likely be less than presently occurs. In our response to the Neil Morris report we provide an opinion that the change in groundwater contribution from the site is small relative to the overall hydrologic support of the Badenoch Moffat swamp. We re-state that opinion here, however, technically, the emplacement of fine grained material is in contravention to the by-law if infiltration is decreased and runoff is increased.

Need for an Environmental Impact Statement

In our review of the original application we considered the potential for change in runoff to the Badenoch Swamp and understood that the hydrologist from the Halton Conservation Authority was doing the same. The potential for impact to the wetland is small because of the following factors:

- a)relatively small scale of the project relative to the large wetland
- b)position of the project at the end of a locally significant groundwater flow system
- c)maintenance of runoff to the wetland
- d)adequate setback from the wetland and adequate physical protection

based on this information, we did not suggest that the Township request an EIS.

Stan Denhoed, M.Sc. P.Eng.
Senior Hydrogeologist
Harden Environmental Services Ltd.
Phone (519) 826 0099
Cell (519) 994-6488
Toll Free 1-877-336-4633
Fax (519) 826-9099
Website: www.hardenv.com

Karen Landry

From: Stan Denhoed <sdenhoed@hardenv.com>
Sent: May-08-15 11:20 AM
To: Karen Landry; Robert Kelly
Subject: Southward Delegation: SAP 03/2013

Karen

I have reviewed my email of May 4, 2015 and incorrectly state the following; *technically, the emplacement of fine grained material is in contravention to the by-law if infiltration is decreased and runoff is increased.* This is not the case in regard to the Site Alteration By-Law.

Stan Denhoed, M.Sc. P.Eng.
Senior Hydrogeologist
Harden Environmental Services Ltd.
Phone (519) 826 0099
Cell (519) 994-6488
Toll Free 1-877-336-4633
Fax (519) 826-9099
Website: www.hardenv.com

Karen Landry

From: Greg Scheifele <gwsefs@sympatico.ca>
Sent: May-04-15 5:23 PM
To: Robert Kelly
Cc: Karen Landry; Amanda Pepping; Stan Denhoed
Subject: Delegation Robert Southward

Robert,

As requested, I have reviewed the submission prepared by Mr. Ralph Southward regarding Marc Reid's Site Alteration Application. With respect to his concern about the quality of fill being applied for the purpose of improving agricultural productivity, I agree that this objective could be achieved with less soil than is proposed. This fill must be clean and it must also be similar in texture to the native soil in order to maintain the existing infiltration rate. If concrete slabs, reinforcing steel and other demolition wastes have been included in the fill deposited within the area regulated by Conservation Halton (CH) they should be removed from the site.

Mr. Southward's calculations about the spatial distribution of the fill within the regulated areas of CH and Puslinch Township appear to be suspect but I will defer this matter to GM BluePlan along with concerns raised about site monitoring.

With regard to the possible requirements for an Environmental Impact Study (EIS) to accompany the Site Alteration Application, CH has determined that an EIS is unnecessary in this case and since they have the mandate for wetland protection it is their call not the Township's.

Regards,

Greg.



Gamsby and Mannerow
ENGINEERS



October 25, 2013
Our File: 113006-9

Township of Puslinch
RR 3, 7404 Wellington Road 34
Guelph, ON N1H 6H9

Attention: Mr. Robert Kelly
Chief Building Official

Re: Site Alteration Permit
Part Lot 31, Concession 10, Township of
Puslinch, 7827 Wellington Road 36
Marc and Andrea Reid

Dear Mr. Kelly:

We have reviewed the documentation and plans submitted in support of a Site Alteration Permit for 7827 Wellington Road 36 in the Township of Puslinch. Under existing conditions the site generally slopes from north to south, from approximate elevations of 316 m to 307 m, with drainage to the adjacent wetland/bush area. The proponent is proposing to import approximately 60,900 m³ of fill from offsite in order to level an area of approximately 24,308 m². Existing drainage patterns will generally be maintained through a 2% north-south gradient.

The following comments are provided relating to the submitted plan and profile drawings:

1. Indicate scale of drawing 1 of 2.
2. Provide notes on final restoration including depth of topsoil, type of final cover, plantings, etc.
3. Provide installation details for proposed sediment and erosion control measures.

The Site Alteration Bylaw requires the applicant to retain a qualified Engineer or Environmental Consultant to oversee the site alteration work and ensure that all requirements of the site alteration bylaw and agreement between the Township and the applicant are satisfied. The applicant should submit a report prepared by the retained Engineer or Environmental Consultant addressing the following:

1. The existing and proposed use of the site and the location and use of building and other structures adjacent to the site.
2. The anticipated schedule of work including estimated start and completion dates.
3. Details of proposed sediment and erosion control strategy including provisions for inspection and maintenance of sediment and erosion control measures.
4. Typical notes on final restoration including depth of topsoil, type of final cover, plantings, etc.

people engineering environments

Gamsby and Mannerow Limited • Guelph, Owen Sound, Listowel, Kitchener, Exeter

650 Woodlawn Rd W., Block C, Unit 2, Guelph, ON N1K 1B8 519-824-8150 fax 519-824-8089 www.gamsby.com

5. Description of the environmental control program that will be implemented to ensure that the natural environment will not be negatively impacted during the proposed work. The program shall satisfy the requirements of schedule B of the site alteration bylaw including site operational requirements, fill screening and groundwater monitoring.

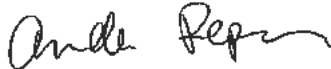
Due to the large quantity of fill to be imported and the substantial number of haul trucks anticipated, the submission must be reviewed by the County of Wellington with respect to impacts to County Road 36. It is noted that the grade of Country Road 36 in the vicinity of the entrance to the site does experience significant change in grade therefore the County and Township Road Superintendent may also wish to review sightline matters.

We trust that our comments have been of assistance.

Yours truly,

GAMSBY AND MANNEROW LIMITED

Per:



Amanda Pepping, P.Eng.

AP/

Encl.

cc: Steve Conway, Gamsby and Mannerow Limited



Gamsby and Mannerow
ENGINEERS



November 18, 2013
Our File: 113006-9

Township of Puslinch
RR 3, 7404 Wellington Road 34
Guelph, ON N1H 6H9

Attention: Mr. Robert Kelly
Chief Building Official

Re: Site Alteration Permit 3/2013
Part Lot 31, Concession 10, Township of
Puslinch, 7827 Wellington Road 36
Marc and Andrea Reid

Dear Mr. Kelly:

We have reviewed the letter submitted by Marc Reid, dated November 3, 2013, in support of SAP 3/2013. In general, the proponent has satisfied our queries with respect to use of site, schedule, erosion control and restoration. We note however that the proponent must submit revised plans incorporating the installation, inspection and maintenance details for the sediment fence and restoration details described in the report.

We note that the Site Alteration Bylaw states that the proponent must execute an agreement with the Township agreeing:

- 1) *to retain a qualified engineer or environmental consultant approved by the Chief Building Official who is responsible for ensuring that the site alteration is in accordance with reasonable engineering and environmental practices; is in accordance with the protocol attached as Schedule "B" to this by-law; and is in accordance with the plans submitted for the permit;*
- 2) *to undertake the site alteration in accordance with subsection 5.2.(1).*
- 3) *to require the environmental consultant to report in writing on a regular basis that the placing and dumping of fill is in accordance with clause 5.2.(1);*
- 4) *to require that the site alteration be completed by a specified date;*
- 5) *not to contaminate the natural environment and to abide by all applicable environmental laws and regulations;*
- 6) *to provide a report from the qualified Engineer or Environmental Consultant referred to in clause 5.2.(1) that he/she is satisfied that the placing or dumping will not result in:*
 - (i) *Soil erosion;*
 - (ii) *Blockage of a watercourse;*

people engineering environments

Gamsby and Mannerow Limited - Guelph, Owen Sound, Listowel, Kitchener, Exeter

650 Woodlawn Rd W., Block C, Unit 2, Guelph, ON N1K 1B8 519-824-8150 fax 519-824-8089 www.gamsby.com

- (iii) *Siltation in a watercourse;*
 - (iv) *Pollution of a watercourse;*
 - (v) *Flooding or ponding on abutting lands;*
 - (vi) *Flooding or ponding caused by a watercourse overflowing its banks;*
 - (vii) *A detrimental effect on any trees of a caliper of one hundred (100) millimetres or more located on the lands;*
 - (viii) *Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats;*
 - (ix) *Unauthorized injury or destruction of trees protected under by-laws of the Township or County of Wellington;*
- 7) *to provide security in accordance with Schedule "C" to be used to remedy any breach of the by-law or agreement and to indemnify the Township for any liability, costs, damages or losses incurred directly or indirectly caused by the issuing of a permit;*

The proponent has indicated that they have concerns with retaining an Engineer/Consultant prior to the permit being approved. It is noted that the wording of the bylaw appears to permit the proponent to execute the agreement prior to retaining the services of the Engineer/Consultant. Fulfilling the conditions of the agreement (i.e. retaining the Engineer/Consultant and submission of the report referred to in item 6 above) would be required prior to the Township issuing the Site Alteration Permit.

It will be necessary for the proponent to determine with the retained Engineer/Consultant whether the environmental control program outlined in the letter dated November 3, 2013 is adequate, what quantity/frequency of laboratory analyzed soil samples are required and what level of site supervision by that professional is required in order to certify that the intent of this bylaw is met.

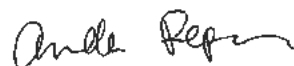
We also recommend that the proponent be instructed to review the application with the County of Wellington Roads Operation Division to provide the County with an opportunity to comment with respect to impacts to traffic on County Road 36. A copy of any conditions requested by the County should be provided to the Township by the proponent.

We trust that our comments have been of assistance.

Yours truly,

GAMSBY AND MANNEROW LIMITED

Per:



Amanda Pepping, P.Eng.

AP/

cc: Steve Conway, Gamsby and Mannerow Limited



Karen From

From: Stan Denhoed <sdenhoed@hardenv.com>
Sent: December-03-13 11:04 AM
To: Robert Kelly; Amanda Pepping; Greg Scheifele
Cc: Karen From
Subject: Re: Hydrological Assessment: Twp of Puslinch File No. 113006-9

I do not see how this report addresses the requirements of the By-Law.

Who is providing quality control? The By-Law was written to protect neighbours and the municipality by having details of the fill process described ahead of time and to have monitoring in place.

Stan Denhoed, M.Sc. P.Eng.
Senior Hydrogeologist
Harden Environmental Services Ltd.
Phone (519) 826 0099
Cell (519) 994-6488
Toll Free 1-877-336-4633
Fax (519) 826-9099
Website: www.hardenv.com

From: [Robert Kelly](#)
Sent: Monday, December 02, 2013 10:04 AM
To: [Stan Denhoed](#) ; [Amanda Pepping](#) ; [Greg Scheifele](#)
Cc: [Karen From](#)
Subject: FW: Hydrological Assessment: Twp of Puslinch File No. 113006-9

Please review [the attached report for the Reid file.](#)

Thanks

Robert Kelly, CBCO
Chief Building Official

Township of Puslinch
Ph: (519)763-1226 ext 216
robertk@puslinch.ca

From: Chris Helmer [<mailto:Chris.Helmer@lvm.ca>]
Sent: December-02-13 9:59 AM
To: bjamieson@hrca.on.ca; Robert Kelly
Cc: Marc Reid
Subject: Hydrological Assessment: Twp of Puslinch File No. 113006-9

Good morning Brian and Robert,

Please find attached a digital copy of our Hydrological Assessment Report for 7827 Wellington Road 36. If you require a printed copy, or if you have any questions/comments, please feel free to contact me directly.

Thank you, have a great day.
Chris

CHRIS HELMER, B.Sc., P.Geo.
Hydrogeologist
Project Manager

LVM inc.

353 Bridge Street East
Kitchener, Ontario. N2K 2Y5
T 519-741-1313, Ext. 245
C 519-501-0759
F 519-741-5422
chris.helmer@lvm.ca
www.lvm.ca

Ce courriel et toute information qui y est jointe sont confidentiels et peuvent être assujettis au secret professionnel. Si vous l'avez reçu par inadvertance, détruisez-le et communiquez avec nous.

This e-mail and any information enclosed are confidential and can be subject to professional secrecy. If you received it by mistake, destroy it and communicate with us.

Este documento electrónico y toda información que se adjunta son confidenciales y pueden estar sometidos al secreto profesional. Si lo recibió por error, elimínelo y comuníquese con nosotros.

Karen Landry

Subject: Site Alteration By-law and Marc Reid application (113006-9)

From: Amanda Pepping [<mailto:apepping@gamsby.com>]

Sent: Wednesday, April 30, 2014 4:06 PM

To: Robert Kelly; Stan Denhoed; Greg Scheifele

Cc: Steve Conway

Subject: RE: Site Alteration By-law and Marc Reid application (113006-9)

Robert,

A few items on this application.

- 1) The 'Proposed Control Plan' drawings (2 total) do not include information on final restoration or sufficient detail on the sediment and erosion control measures and maintenance strategy. They have provided some clarification in previous emails however they should (and have been previously asked to) revise and resubmit their control plans to include this information. It is the control plans that will be included as a schedule in the site alteration agreement therefore this information all needs to be incorporated there.
- 2) There is reference in the recent correspondence from Conservation Halton and the Hydrological Assessment report by LVM to filling operations in Area A. The control plans submitted with the site alteration permit application do not indicate any filling in Area A. The applicant should confirm whether there will be filling in Area A, and if so, update the control plans and permit application.
- 3) The site alteration by-law clearly states that a qualified engineer or environmental consultant be retained to be responsible for ensuring the work is in accordance with good practice and the requirements of the by-law and to provide reporting to that effect. The applicant acting as the supervisor does not satisfy this requirement. It will be up to the retained qualified engineer/consultant to determine whether the control measures provided by the applicant in this and other correspondence are sufficient, how frequently lab analysis is required, who supervises the work onsite, etc.
- 4) Is the applicant aware of the requirement to execute the site alteration agreement? We may need to review/discuss the base security amount of \$101,000.
- 5) Has the County Roads department reviewed for impacts to County Road 36 (~1000 truck trips, site lines)? Do they have any request for a road damage security exceeding the minimum value of \$1000?

Amanda Pepping, P.Eng.
Project Manager



Gamsby and Mannerow Limited
650 Woodlawn Road West, Block C, Unit 2 | Guelph ON N1K 1B8
t: 519.824.8150 | c: 519.242.4626
apepping@gamsby.com | www.gamsby.com

Karen Landry

Subject: Site Alteration By-law and Marc Reid application (113006-9)

From: Amanda Pepping [<mailto:apepping@gamsby.com>]
Sent: Wednesday, May 07, 2014 3:24 PM
To: Robert Kelly; Greg Scheifele; Stan Denhoed
Cc: Brian Jamieson; Steve Conway
Subject: RE: Site Alteration By-law and Marc Reid application (113006-9)

Robert,

- 1) The control plan will be included as a schedule in the site alteration agreement. It would be much cleaner to list a couple of final plans in the schedule, rather than trying to describe plans, superseded by miscellaneous pieces of correspondence (eg. email dated from xxx dated xxx).
- 2) The 'Proposed Control Plan' by Van Harten dated Sept 20, 2013, submitted in support of the site alteration application does not indicate filling in Area A (see attached photo). The correspondence from LVM (see attached drawing) refers to filling operations in Area A (highlighted in yellow).

Amanda Pepping, P.Eng.
Project Manager



Gamsby and Mannerow Limited
650 Woodlawn Road West, Block C, Unit 2 | Guelph ON N1K 1B8
t: 519.824.8150 | c: 519.242.4626
apepping@gamsby.com | www.gamsby.com



Harden Environmental Services Ltd.
4622 Nassagaweya-Puslinch Townline Road
R.R. 1, Moffat, Ontario, L0P 1J0
Phone: (519) 826-0099 Fax: (519) 826-9099

Groundwater Studies
Geochemistry
Phase I / II
Regional Flow Studies
Contaminant Investigations
OMB Hearings
Water Quality Sampling
Monitoring
Groundwater Protection Studies
Groundwater Modeling
Groundwater Mapping

File: 1331

July 3, 2014

Township of Puslinch
R.R. 3
Guelph, ON
N1H 6H9

Attention: Mr. Robert Kelly, CBO

Dear Mr. Kelly;

Re: Reid Site Alteration Plan – SAP 3/2013

We are pleased to respond to the June 18, 2014 email from Mr. Chris Helmer of LVM Inc. In his email, Mr. Helmer suggested that the monitoring requirements for the Reid Site Alteration Plan be waived and provides justification for his request. Our comments in this regard are as follows;

Source of Material

I spoke with Mr. Helmer on the 19th of June in order to better understand his position with respect to the monitoring. It was Mr. Helmer's understanding that the source of the fill would be a local pit or moraine source and that Mr. Reid may be paying for the fill to be imported to his site. As Mr. Helmer understood it, the only real issue was maintaining the infiltration at the site as the quality of soil was not in question...coming from a known local source. Mr. Helmer indicated that if the source of the fill was unknown, additional monitoring arrangements would be necessary.

The email from Mr. Reid authorizing Mr. Jay Fieger of Cleanfillsite.com to act on his behalf confirms that the source of imported material is unknown and it is our opinion that the requirements for source material quality control and on-site monitoring as stated in the Site Alteration By-Law must be satisfied prior to and during the importation of the fill.

Mr. Helmer suggests that the Compost Package with ALS Laboratory in Waterloo is a good package for the O. Reg. 153/04 requirements. This is

not correct. If using ALS Laboratories, the Inorganic O. Reg. 153/04 test package should be stipulated and other organic chemistry packages specifically for O.Reg. 153/04 are also available.

Groundwater Monitoring

Mr. Helmer suggests that the absence of groundwater in the unconsolidated materials and therefore absence of an overburden aquifer, should negate the necessity for groundwater monitoring. We understand that there is a high water table at the site and re-iterate the need for monitoring of groundwater. Groundwater monitoring in the bedrock aquifer will be necessary if there is no groundwater in the overburden.

Surface Water Monitoring

The By-Law does not specifically mention surface water monitoring but discusses pollution of waterways. The Halton Conservation Authority may want to address surface water monitoring if it is necessary.

Sincerely,

Harden Environmental Services Ltd.



Stan Denhoed, M.Sc., P.Eng.
Senior Hydrogeologist

cc: Brian Jamieson – Halton Region Conservation Authority
Amanda Pepping – GM-Blue Plan Engineering Ltd.

Karen Landry

Subject: FW: SAP 03/2013 Marc Reid fill control plan attached

From: Amanda Pepping - GM BluePlan
Sent: Friday, August 29, 2014 4:18 PM
To: 'Stan Denhoed'; Robert Kelly; 'Brian Jamieson'; Greg Scheifele; 'Pasquale Costanzo'
Cc: Kelly Patzer; Steve Conway - GM BluePlan
Subject: RE: SAP 03/2013 Marc Reid fill control plan attached

Robert and others,

The control plan addresses many of our previous concerns, which is positive.

I believe the items 1 a, b and c outlined in Section 6 are intended only to be preliminary indicators of whether a site may be a viable source. Item 2 states: *A Qualified Person (Q.P.) retained by Reid Property Clean Fill Project will review the documents provided by the source site, will conduct a site visit to the source site to physically examine the soil (if necessary) and will provide a recommendation regarding whether or not the site should be approved as a source site.*

However, I believe that the control plan should be revised to specify a requirement for sampling of incoming fill. A subset of the incoming fill trucks should be analyzed and compared to Table 1 criteria. These results need to be provided to the Township at regular frequency (say quarterly) and be available to the Township upon request at greater frequency. I believe that the qualified professional retained by Marc Reid should advise what sampling subset is adequate.

I understand (through Steve's notes from the last meeting) that the applicant does not anticipate soils with elevated SAR and EC based on the type of sites they will be sourcing fill from. Section 5 further states that *All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04 as amended (Referred to hereafter as Table 1). Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating that the material is not likely a source of contamination before the clean fill can be received at the site.* This places the onus on the qualified person retained by Marc Reid (rather than the Township/consultants) to review and advise on the suitability soils which may contain SAR and EC, which is ideal.

The applicant will still need to submit a revised grading plan and sediment and erosion control plans for our file and to form the schedule for the site alteration agreement. They also need to provide further detail regarding the sightlines and proposed culvert for the entrance driveway.

I also notice they are requesting operating hours from 7:00 am to 7:00 pm Monday to Saturday, excluding holidays. Monday to Friday is pretty typical, the neighbors might not be receptive to work on Saturdays.

Amanda Pepping, P.Eng.
Project Manager

GM BluePlan Engineering Limited
650 Woodlawn Road West, Block C, Unit 2 | Guelph ON N1K 1B8
t: 519.824.8150 | c: 519.242.4626
amanda.pepping@gmblueplan.ca | www.gmblueplan.ca



From: Stan Denhoed [<mailto:sdenhoed@hardenv.com>]
Sent: Monday, August 25, 2014 10:09 AM
To: Robert Kelly; Amanda Pepping - GM BluePlan; 'Brian Jamieson'; Greg Scheifele; 'Pasquale Costanzo'
Cc: Kelly Patzer
Subject: Re: SAP 03/2013 Marc Reid fill control plan attached

Some comments;

1) Acceptance of the soil quality should not be based on Phase I or II or based on Record of Site Condition. These are broad site-wide documents and may not reflect actual chemical conditions of soil to be moved. Acceptance of soil should only be based on chemical testing of material prior to importation. This means that we strike methods 1a and 1c from the list in Section 6.

2) we need to discuss SAR and EC.

Stan Denhoed, M.Sc. P.Eng.
Senior Hydrogeologist
Harden Environmental Services Ltd.
Phone (519) 826 0099
Cell (519) 994-6488
Toll Free 1-877-336-4633
Fax (519) 826-9099
Website: www.hardenv.com

From: [Robert Kelly](#)
Sent: Thursday, August 21, 2014 9:33 AM
To: [Stan Denhoed](#) ; [Amanda Pepping](#) ; ['Brian Jamieson'](#) ; [Greg Scheifele](#) ; ['Pasquale Costanzo'](#)
Cc: [Kelly Patzer](#)
Subject: SAP 03/2013 Marc Reid fill control plan attached

Please review the proposed control plan for the Reid Site Alteration.

Robert Kelly, CBCO RASDT
Chief Building Official

Township of Puslinch
Ph: (519)763-1226 ext 216
rkelly@puslinch.ca

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed. The content of the message may contain information that is confidential, subject to copyright and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient you are notified that any dissemination, distribution, copying or modification of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately, advising of the error and delete this message without making a copy. (Information related to this email is automatically monitored and recorded and the content may be required to be disclosed by the Township to a third party in certain circumstances). Thank you.

Greg Scheifele

From: Greg Scheifele <gwsefs@sympatico.ca>
Sent: September-02-14 9:51 AM
To: Robert Kelly (rkelly@puslinch.ca)
Cc: 'Stan Denhoed (Stan Denhoed (sdenhoed@hardenv.com))'; 'Steve Conway (sconway@gamsby.com)'; Pasquale Costanzo (pasqualec@wellington.ca); kpatzer@puslinch.ca; 'Brian Jamieson'
Subject: SAP 03/2013 Marc Reid Fill Control Plan

Robert,

I have reviewed the proposed control plan and feel it is moving things in the right direction. However, the following items should be clarified or modified.

1. Reference is frequently made to a Qualified Person fulfilling various tasks at this fill project. Who is this qualified person and what credentials and/or experience must they have to carry out these tasks?
2. To be consistent with pits and quarries operating in Wellington County fill operations should not go past 1:00pm on Saturdays and given the local setting it may be desirable to not allow any work on Saturday.
3. On page 6 the control plan states that at site closure, all land at the site will either be farmed or it will be seeded with MTO specified seed mix. MTO has a history of planting some very invasive alien species such as crown vetch so I think it is important to provide details on the species composition to be used, as well as the application rate and recommended nurse crop to be sown in conjunction with an appropriate seed mix.

Regards,

Greg

Greg Scheifele

From: Greg Scheifele <gwsefs@sympatico.ca>
Sent: September-29-14 4:06 PM
To: 'Robert Kelly'
Subject: RE: SAP 03/2013 Reid

Robert,

I have reviewed the revised Control Plan and I am generally satisfied with the changes that have been made. Although specific details have not been provided on the seeding that might be done if the fill area is not planted with an agricultural crop, the plan indicates that only native grasses and wildflowers would be used for seeding purposes. Details on the seed mix must, however, be provided in advance of site closure if the landowner decides not to farm the entire fill area, particularly the side slopes which could have a 3:1 slope. I suggest this should be identified as a condition of permit approval.

Regards,

Greg

From: Robert Kelly [<mailto:rkelly@puslinch.ca>]
Sent: September-22-14 9:07 AM
To: Amanda Pepping; Greg Scheifele; Stan Denhoed; Steve Conway
Cc: 'Brian Jamieson'; 'Pasquale Costanzo'; Kelly Patzer
Subject: SAP 03/2013 Reid

Hello all,

Please review the revised documents for the Reid Site Alteration. We would appreciate comment back by Friday October 3.

Thanks

Robert Kelly, CBCO RASDT
Chief Building Official

Township of Puslinch
Ph: (519)763-1226 ext 216
rkelly@puslinch.ca

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed. The content of the message may contain information that is confidential, subject to copyright and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient you are notified that any dissemination, distribution, copying or modification of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately, advising of the error and delete this message without making a copy. (Information related to this email is automatically monitored and recorded and the content may be required to be disclosed by the Township to a third party in certain circumstances). Thank you.

From: Derek Maat [<mailto:derek@maatenv.com>]
Sent: September-19-14 4:31 PM

Robert Kelly

From: Amanda Pepping - GM BluePlan <Amanda.Pepping@gmblueplan.ca>
Sent: Monday, November 24, 2014 1:15 PM
To: Robert Kelly
Subject: SAP 03/2013 Reid Site Alteration

Follow Up Flag: Follow up
Flag Status: Completed

Robert,

On Friday Stan forwarded me the revised control plan from Derek Maat. I told Stan that everything looked fine and my comments have been addressed. Would you like me to proceed with preparing the Site Alteration Agreement?

Amanda Pepping, P.Eng.
Project Manager

GM BluePlan Engineering Limited
650 Woodlawn Road West, Block C, Unit 2 | Guelph ON N1K 1B8
t: 519.824.8150 | c: 519.242.4626
amanda.pepping@gmblueplan.ca | www.gmblueplan.ca



NOTICE - This message from GM BluePlan Engineering Limited is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential or proprietary. Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, arrive late or contain viruses. By communicating with us via e-mail, you accept such risks. When addressed to our clients, any information, drawings, opinions or advice (collectively, "information") contained in this e-mail is subject to the terms and conditions expressed in the governing agreements. Where no such agreement exists, the recipient shall neither rely upon nor disclose to others, such information without our written consent. Unless otherwise agreed, we do not assume any liability with respect to the accuracy or completeness of the information set out in this e-mail. If you have received this message in error, please notify us immediately by return e-mail and delete the message from your computer systems.

Robert Kelly

From: Derek Maat <derek@maatenv.com>
Sent: Monday, November 24, 2014 2:47 PM
To: Robert Kelly; Stan Denhoed; jay@cleanfillsite.com
Subject: Fwd: Re: Control Plan Modifications as Per Comments
Attachments: Reid PropertyFill Management Plan Nov 24 2014.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hi Robert and Stan

Please find attached our finalized Fill Management Plan with the changes approved by Harden Environmental incorporated in the document.

best regards

Derek

Derek J. Maat M.A.Sc., P.Eng., QP

Senior Engineer

Maat Environmental Engineering Corp.

Unit F2, 1273 North Service Road East

Oakville ON L6H 1A7

w: scicorp.net

----- Original Message -----

Subject:Re: Control Plan Modifications as Per Comments

Date:Mon, 24 Nov 2014 13:16:33 -0500

From:Stan Denhoed <sdenhoed@hardenv.com>

To:Derek Maat <derek@maatenv.com>

Sorry for the delay.

We are satisfied with the comments as amended.

Stan Denhoed, M.Sc. P.Eng.
Senior Hydrogeologist
Harden Environmental Services Ltd.
Phone (519) 826 0099
Cell (519) 994-6488
Toll Free 1-877-336-4633
Fax (519) 826-9099
Website: www.hardenv.com

From: Derek Maat
Sent: Friday, November 14, 2014 9:00 AM
To: Robert Kelly ; Stan Denhoed
Cc: jay@cleanfillsite.com
Subject: Re: Control Plan Modifications as Per Comments

Hi Robert

Attached are the revised drawings.

best regards

Derek

Derek J. Maat M.A.Sc., P.Eng., QP
Senior Engineer

Maat Environmental Engineering Corp.
Unit F2, 1273 North Service Road East
Oakville ON L6H 1A7

w: scicorp.net

On 06/11/2014 1:05 PM, Robert Kelly wrote:

Derek,

As hard copies of the plans have yet to be submitted; we would prefer that the updates occur on the plans. This way when the agreement gets completed we will have a schedule and the corresponding documents together in the file.

Thanks

Robert Kelly, CBCO RASDT
Chief Building Official

Township of Puslinch
Ph: (519)763-1226 ext 216
rkelly@puslinch.ca

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed. The content of the message may contain information that is confidential, subject to copyright and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient you are notified that any dissemination, distribution, copying or modification of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately, advising of the error and delete this message without making a copy. (Information related to this email is automatically monitored and recorded and the content may be required to be disclosed by the Township to a third party in certain circumstances). Thank you.

From: Derek Maat [<mailto:derek@maatenv.com>]
Sent: November-06-14 10:47 AM
To: Robert Kelly; Stan Denhoed
Cc: jay@cleanfillsite.com
Subject: Control Plan Modifications as Per Comments

Stan and Robert:

It was good to speak with you both this morning. Please see attached Control Plan with proposed changes in red. Please let me know if these proposed changes will satisfy the town. Once we hear back from you we will finalize the document.

The note on the erosion control fence has been added to the Control Plan document - due to the minor nature of the change, are you ok if we address it in the control document, rather than re-issuing the drawings?

Are there any other items that are outstanding that need to be addressed before the permit can be issued?

Regards

Derek

Derek J. Maat M.A.Sc., P.Eng., QP

Senior Engineer

Maat Environmental Engineering Corp.

Unit F2, 1273 North Service Road East

Oakville ON L6H 1A7

t: 905.885.4000

1

On 07/10/2014 2:56 PM, jay@cleanfillsite.com wrote:

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Robert Kelly
Sent: Tuesday, October 7, 2014 2:53 PM
To: jay@cleanfillsite.com
Subject: SAP

Jay,

The following comments have been submitted from the Township Consultants. Please review and resubmit plans when updated.

1. <!--[if !supportLists]--><!--[endif]-->Proposed Control Plan Cross Sections (sheet 2 of 2)

Sediment and Erosion Control Notes

-Add Note 8: Silt fence shall be heavy-duty as per OPDS 219.130.

2. <!--[if !supportLists]--><!--[endif]-->Control Plan dated September 17, 2014

Section 5.0 – Clean Fill Acceptance Standards

-Add the following sentence to the end of the second paragraph:

A copy of the certificate from the qualified professional and laboratory sample results is to be provided to the Township of Puslinch for review prior to placement of the fill which naturally exceeds Table 1 standards.

Section 6.0 – Procedure for Screening Proposed Clean Fill Sources for Approval

-Modify 6.2 as follows:

A Qualified Person (Q.P.) retained by Reid Property Clean Fill Project will review the documents provided by the source site, will conduct a site visit to the source site to physically examine the soil ~~(if necessary)~~, **will collect a minimum of five soil samples which are representative of the strata and scale of the source fill, will have all collected soil samples analyzed against Table 1 standards**, and will provide a recommendation regarding whether or not the site should be approved as a source site.

3. I have reviewed the revised Control Plan and I am generally satisfied with the changes that have been made. Although specific details have not been provided on the seeding that might be done if the fill area is not planted with an agricultural crop, the plan indicates that only native grasses and wildflowers would be used for seeding purposes. Details on the seed mix must, however, be provided in advance of site closure if the landowner decides not to farm the entire fill area, particularly the side slopes which could have a 3:1 slope.

**Robert Kelly, CBCO RASDT
Chief Building Official**

Township of Puslinch
7404 Wellington Rd. 34
R.R. 3 Guelph, ON N1H 6H9
Ph: 519)763-1226 ext 216
Fax: 519)763-5846

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed. The content of the message may contain information that is confidential, subject to copyright and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient you are notified that any dissemination, distribution, copying or modification of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately, advising of the error and delete this message without making a copy. (Information related to this email is automatically monitored and recorded and the content may be required to be disclosed by the Township to a third party in certain circumstances). Thank you.

Karen Landry

Subject: FW: Council Meeting April 15

From: Amanda Pepping - GM BluePlan [mailto:Amanda.Pepping@gmblueplan.ca]
Sent: April-08-15 1:03 PM
To: Robert Kelly; Stan Denhoed; Karen Landry
Cc: Steve Conway - GM BluePlan
Subject: RE: Council Meeting April 15

Robert,

- 1) *On page 17 of by-law 3 1 /1 2 under GROUNDWATER MONITORING it says "three monitor wells will be installed down gradient from the fill area". To date, only two down gradient wells have been installed. See site plan for details.*

[AP] Per the Site Alteration Agreement the applicant is not obligated to commencing monitoring until the fill permit is issued. Three monitoring wells will be required.

- 2) *On page 5, of REPORT PD-2015-05 under REPORTING-FILL PLACED ON SITE it says "the QP will obtain a minimum of one audit sample for every 1000 loads of soil received". This is inadequate.*

[AP] The Township Site Alteration bylaw requires an applicant to retain a qualified engineer or environmental consultant to be responsible for ensuring that the site alteration is in accordance with reasonable engineering and environmental practices and in accordance with the requirements of the Township of Puslinch Site Alteration by-law, including the requirement that fill material must comply with Table 1 of the "Soil, Groundwater and Sediment Standards". It is up to this qualified person to determine the number of samples required to be satisfied that the work is proceeding in accordance with the requirements set forth. The Site Alteration Bylaw does not specify minimum sampling requirements.

A fill operation of this size should require:

1. *A sampling plan.*

[AP] Under the bylaw, the Township has the authority to request any supporting report or documentation deemed necessary to evaluate the application.

2. *Use of an ISO certified laboratory capable of analyzing for the chemicals listed in Table 1 of the SOIL GROUNDWATER and SEDIMENT STANDARDS for USE under part XV. 1 of the ENVIRONMENTAL PROTECTION ACT.*

[AP] the bylaw requires proof from an accredited laboratory. Accreditation is awarded by an external accrediting body such as the Standards Council of Canada or the Canadian Association for Laboratory Accreditation.

SUGGESTED SAMPLING PLAN

The current proposed frequency of sampling is one truck per thousand trucks Other options could be:

- A. 1/500

- B. 1/100
- C. 1/25
- D. 1/1

[AP] the cost to sample each truck load, depending on the parameters being analyzed for, could range from \$200 - \$500+. Very stringent sampling requirements may make some projects economically unviable. The number of samples should be determined by the qualified person based on project and site specific considerations.

*Question becomes, which sampling frequency do you chose?
The answer is, HOW DILIGENT DO YOU WANT TO BE The more diligent you are, the more you mitigate your liabilities.*

[AP] The site alteration bylaw is configured to transfer the responsibility for supervising the fill operation to a qualified person retained by the applicant. The Township only reviews the results submitted by the qualified professional and does not accept responsibility for the adequacy of the filling operations. A lawyer would have to be consulted for further advise on mitigating legal liabilities.

I would recommend a combination of C&D as follows:

- A. Five samples from each truck are taken using a device called a "sample thief". These five samples are blended together to make a composite sample.
- B. When 25 composite samples have been collected, they in turn are blended together to make a lab sample to be submitted for analysis.

[AP] It should be left to the qualified person to determine the sampling protocol on a site and even load specific basis. In some instances, a qualified person may choose to obtain a composite sample. Composite samples may provide a representative sample, or may also serve to dilute a parameter. In other cases a point sample may be desirable. Often decisions are based on visual observation of a soil pile, type of soil, background of the source site, etc.

C. The fill from these 25 truckloads should be placed in a methodical order and NOT levelled until permission to do so is granted from the township. If analysis indicate a problem, remedial action should be undertaken. This could be a re-analysis or a removal of the fill in question.

[AP] Filling operations are overseen by the qualified person responsible for overseeing the project. The Township reviews results and does not provide instruction or confirm adequacy. This maintains responsibility with the qualified professional and avoids transfer of responsibility to the Township.

D. This process should be followed until the project is complete.

NOTES

1. All sampling should be done on site AND by the laboratory doing the analysis. This is called "Stewardship" of the samples.

[AP] Accredited laboratories do not typically provide sampling services. However, accredited laboratories undertake a 'chain of custody' process to ensure quality control. The process documents the lineage of a sample from the time of collection through reporting of results to sample disposal.

2. All samples should be labelled and retained for five years.

[AP] Samples must be retained under controlled environmental conditions (eg. refrigerated). Samples are typically retained by a laboratory for 30 days. It is not feasible to store a large volume of samples for a period of five years. Further

3. All results should be of public record at anytime.

[AP] Per the bylaw, the qualified person must provide reports to the Township. These will be public record.

OWNSHIP 1500 TRUCKLOADS
HRCA 5,500 TRUCKLOADS
WATER TABLE

[AP] This table depicts soils within Township jurisdiction overlaying soils within HRCA jurisdiction. In actuality the jurisdictions are separate and occur adjacent to each other with no overlay.

Amanda Pepping, P.Eng.
Project Manager, Partner

GM BluePlan Engineering Limited
650 Woodlawn Road West, Block C, Unit 2 | Guelph ON N1K 1B8
t: 519.824.8150 | c: 519.242.4626
amanda.pepping@gmblueplan.ca | www.gmblueplan.ca



Karen Landry

From: Amanda Pepping - GM BluePlan <Amanda.Pepping@gmblueplan.ca>
Sent: May-08-15 1:39 PM
To: Karen Landry
Cc: Steve Conway - GM BluePlan; Stan Denhoed; Greg Scheifele
Subject: SAP 3/2013 Marc Reid - Top Soil Depth (113006-9)

Karen,

I discussed the restorative depth of top soil with Stan today and we are in agreement that a revision from 0.4m to 0.15m of top soil will be acceptable. Greg indicated he had no concerns with the revision during our discussions yesterday.

Amanda Pepping, P.Eng.
Project Manager, Partner

GM BluePlan Engineering Limited
650 Woodlawn Road West, Block C, Unit 2 | Guelph ON N1K 1B8
t: 519.824.8150 | c: 519.242.4626
amanda.pepping@gmblueplan.ca | www.gmblueplan.ca



NOTICE - This message from GM BluePlan Engineering Limited is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential or proprietary. Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, arrive late or contain viruses. By communicating with us via e-mail, you accept such risks. When addressed to our clients, any information, drawings, opinions or advice (collectively, "information") contained in this e-mail is subject to the terms and conditions expressed in the governing agreements. Where no such agreement exists, the recipient shall neither rely upon nor disclose to others, such information without our written consent. Unless otherwise agreed, we do not assume any liability with respect to the accuracy or completeness of the information set out in this e-mail. If you have received this message in error, please notify us immediately by return e-mail and delete the message from your computer systems.



REPORT PD-2015-003

TO: Mayor and Members of Council

FROM: Chief Building Official

DATE: February 4, 2015

SUBJECT: Site Alteration Agreement
Marc & Andrea Reid – 7827 Wellington Road 36
L04/REI

RECOMMENDATIONS

That Report PD-2015-03 regarding Site Alteration Agreement – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-03 with Marc & Andrea Reid – 7827 Wellington Road 36 upon submission of required securities and the Halton Conservation Authority permit.

DISCUSSION

Purpose

The subject property 7827 Wellington Rd 36 as shown on Schedule “A” and “B” attached to this Report is an agricultural property that is an active farm. The owners of the property wish to import fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. The site is located on the south side of Wellington Rd 36 and west side of Concession Rd 11; with a legal description of Part lot 31 Concession 10. It has a lot area of approximately 39.2 Hectares.

The applicants are requesting Council to enter into a Site Alteration Agreement attached as Schedule “C” to authorize the Chief Building Official to proceed with issuing a Site Alteration Permit.

Background

The applicants sought to obtain a site alteration permit for the levelling of a farm field in order to improve the efficiency of farming the land. In order to make this necessity fiscally possible the applicant is seeking to import approximately 69,500 m³ of soils.

The amount of proposed imported fill requires in addition to a site alteration permit, that the applicant enter into a Site Alteration Agreement with the Township, where securities are provided to the Township and the agreement is registered on title of the subject property.

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 Conservation, County of Wellington Roads and Planning.

Prior to bringing forward a By-law to Council authorizing the entering into of an agreement the applicant(s) is required to submit securities in a form satisfactory to the Township in the amount of \$100,000.00 and the Halton Conservation Authority Permit.

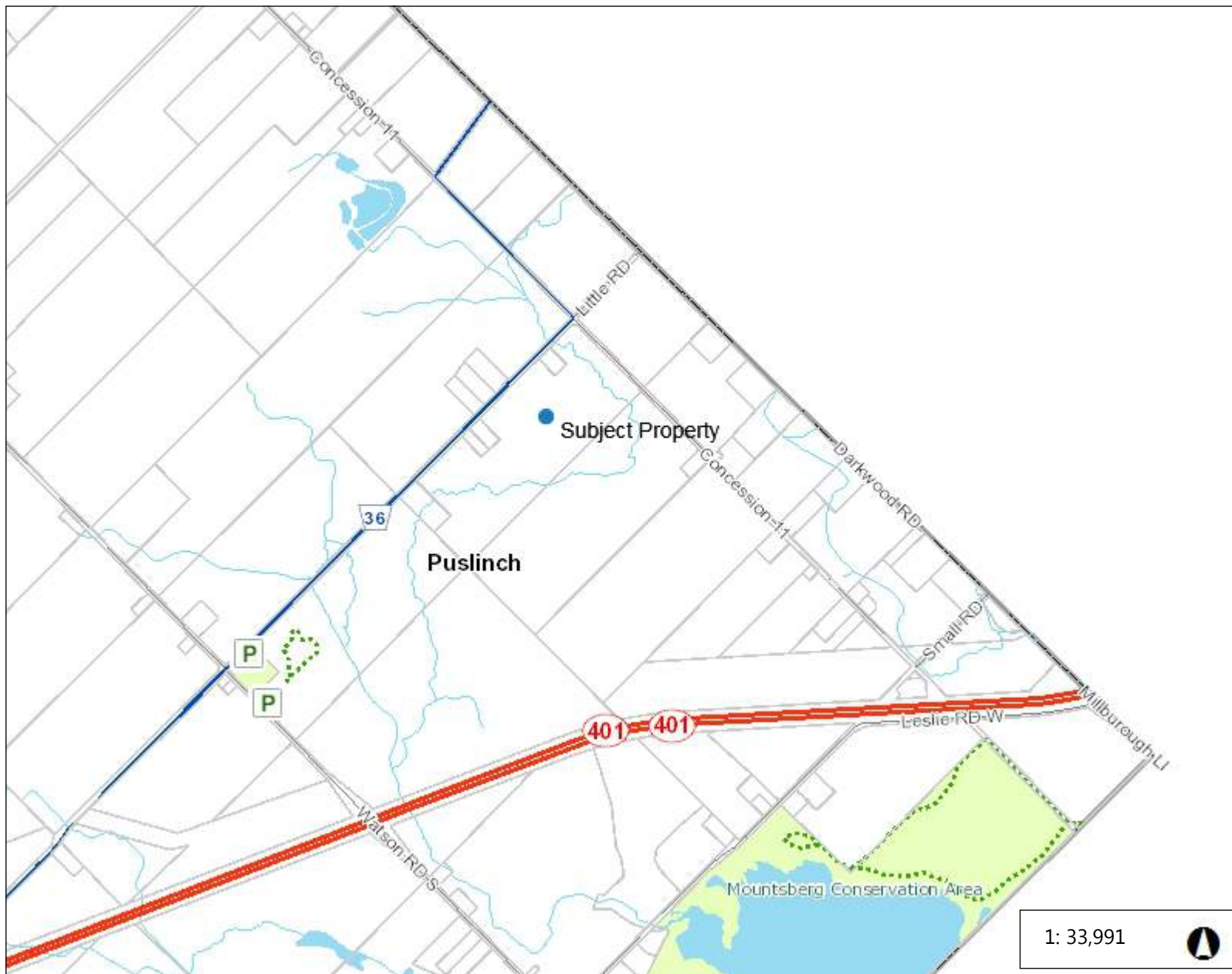
Applicable Legislation and Requirements

Municipal Act, S. O. 2001, Section 142, as amended
Township of Puslinch Zoning By-law 19/85

Site Alteration By-law 31/12 – Excerpts of By-law 31/12 are attached as Schedule "D" to this Report to outline the application and document submission requirements.

Attachments

Key Map – Schedule A
Aerial photograph – Schedule B
Agreement – Schedule C
Excerpts of By-law 31/12 – Schedule D



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 - Small Scale
 - Local Road
 - County Road
 - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks

1: 33,991



1.7 0 0.86 1.7 Kilometers

Notes

10 cm

5

4

3

2

1

0



LEGEND

--- APPROXIMATE SITE BOUNDARY

[Hatched Box] WETLANDS (NRVIS)



NOTES:

- 1-REFERENCES: VAN HARTEN SURVEYING INC., Grading Plan, Project No: 21549-13 2013-11-28.
- 2-REFERENCES: GRAND RIVER CONSERVATION AUTHORITY, Natural Resources and Values Information System (NRVIS) Delineated Wetlands, Retrieved 2013-11-28.
- 3-REFERENCES: GOOGLE EARTH, Aerial Photograph, Retrieved 2013-11-28.
- 4-Drawing scale may be distorted due to file conversion and/or copying. Measurements taken from the drawing must be verified in the field.

Project

Hydrological Assessment

5-17 Wellington Ave, Stirling, Victoria

Title

SITE PLAN

LVM

LVM inc.
333 Bridge Street East
Windsor (Ontario) N9C 2Y3
Telephone : 519 241 1313
Fax : 519 241 3422

Prepared **A.Higgins**
Drawn **A.Higgins**
Checked **C.Helmer**

Discipline: **HYDROGEOLOGY**
Scale: **1:2000**
Date: **2013-11-28**

Project manager
C.Helmer

Sequence no. **02 of 02**

M. Dept.	Project	Disc.	Plot no.	Rev.
160	B-0007961-1	HD	002	00

G:\160\007961-1\30\0007961-1-DWG002.DWG

10 cm

5

4

3

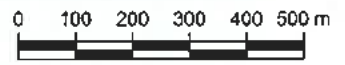
2

1

0



NOTES :
 1-REFERENCES : Google Map (2013).



SCALE 1:12500

G:\160\0007961\25_CAD\B-0007961-1_DWG01.DWG

Project

Hydrological Assessment

7627 Wellington Road 36, Mo/Tal, Ontario

Title

LOCATION PLAN



LVM inc.

353, Bridge Street East
 Kitchener (Ontario) N2K 2Y5
 Telephone : 519.741.1313
 Fax : 519.741.5422

Prepared **A.Higgins**
 Drawn **A.Higgins**
 Checked **C.Helmer**

Discipline **HYDROGEOLOGY**
 Scale **1 : 12500**
 Date **2013-11-28**

Project manager
C.Helmer
 Sequence no.
01 of 02

M. dept. Project
160

B-0007961-1

Disc. Dwg no. Rcv.
HD 001 00

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

I N D E X

	Page No.
ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT	3
1.1 Legal description	3
ARTICLE 2 - IDENTIFICATION OF PLAN(S)	3
2.1 Approved plan(s)	3
2.2 Filing of plan(s)	3
ARTICLE 3 - SPECIAL REQUIREMENTS	3
3.1 Additional requirements and provisions	3
ARTICLE 4 - IMPLEMENTATION OF PLAN(S)	4
4.1 Owner's covenant to implement plan(s)	4
4.2 Township's right of entry	4
4.3 Stop work orders	4
4.4 Notice to comply	4
ARTICLE 5 - FINANCIAL ASSURANCES	4
5.1 Security requirement - public lands	4
5.2 Security requirement - subject lands	4
5.3 Township's right to draw upon security	4
5.4 Release of Security	4
5.5 Township's Expenses	5
ARTICLE 6 - INDEMNIFICATION	5
6.1 Owner's agreement to indemnify	5
ARTICLE 7 - LIABILITY INSURANCE	5
7.1 When liability insurance required	5
ARTICLE 8 - TIME LIMITS FOR COMPLETION	5
8.1 Consequences of delay	5
8.2 Phasing of Site Alteration Works	5
ARTICLE 9 - MAINTENANCE OBLIGATIONS	5
9.1 General covenant to maintain and repair	5
9.2 Specific maintenance obligations	5
ARTICLE 10 - REGISTRATION OF AGREEMENT	6
10.1 Registration prior to permit issuance	6
ARTICLE 11 - GENERAL PROVISIONS	6
11.1 Notices	6
11.2 Township costs recoverable like taxes	6
11.3 Waiver	6
11.4 Covenants as restrictive covenants	6
11.5 No permit if money owed to Township	6
11.6 Number and Gender	6
11.7 Headings and Index	6
11.8 No assignment without consent	7
11.9 Ultra vires terms	7
11.10 Owner's acceptance of agreement	7
11.11 Enurement	7
SCHEDULE "A" Description of Lands	8
SCHEDULE "B" Description of Approved Plan(s)	9
SCHEDULE "C" Additional Requirements	10
SCHEDULE "D" Financial Securities	21

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2015, pursuant to Section 41 of the Planning Act, R.S.O. 1990, 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 -

MARC REID AND ANDREA REID
(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: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

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:



Marc Reid

per:



Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

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. inspection 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.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

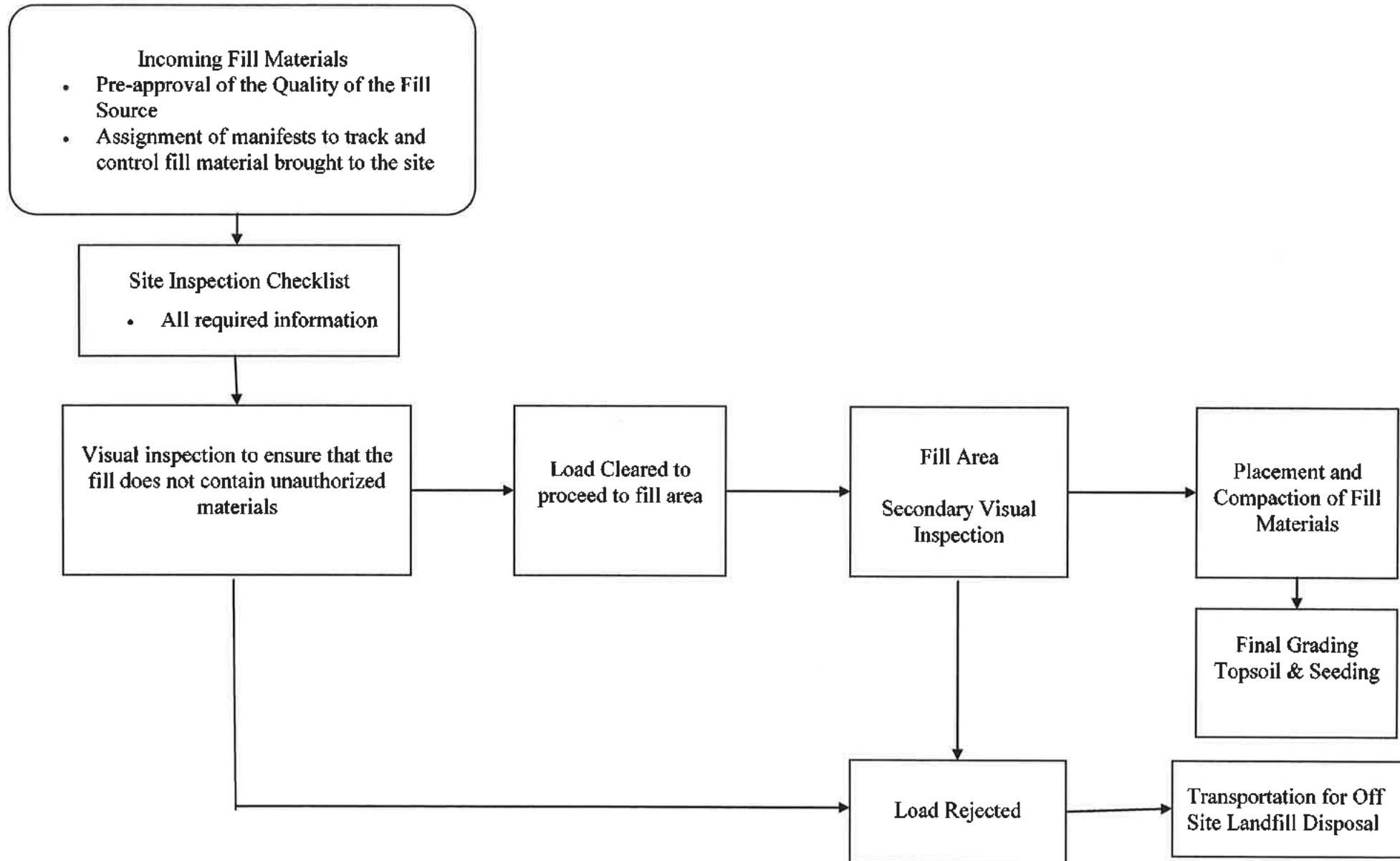
Operational Standards

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 placement of clean fill material 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. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. 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.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

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

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u> Company: _____ Truck No: _____ Driver's Name: _____		<u>No. of Loads:</u>	<u>Quantity:</u> m ³
		ACCEPTED	REJECTED
<u>Source Information:</u> Address: _____ _____ _____		Report Provided at Source:	Type of Fill: (Check appropriate box)
		YES NO	RESIDENTIAL
			INDUSTRIAL
			AGRICULTURAL
<u>Visual Inspection Report:</u>		Load(s) Contains Clean Fill	
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

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 or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement 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 \$100,000.00 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 in the form of an unconditional irrevocable Letter of Credit.
 - 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		\$100,000.00
B.	Township Roadways (Min.)		<u>\$ 1,000.00</u>
		TOTAL DEPOSIT	\$101,000.00
C.	Municipal Service Fees		
	•	Fee based upon quantity of fill material imported.	

evaluation procedures established by the Ministry of Natural Resources, as amended from time to time.

- 30) "Work Order" means an Order issued under section 24 of this by-law.

PLACING/DUMPING FILL, ALTERING GRADE, REMOVAL OR TOPSOIL

2. Other than in an approved landfill Site, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, nor alter or cause or permit the Alteration of the Grade of any land in the Township of Puslinch, nor remove or cause or permit the removal of any Topsoil from any land in the Township of Puslinch, including any land which are submerged under any watercourse or other body of water, without having first obtained a site alteration Permit issued by the Chief Building Official.

All imported fill and soils regraded or distributed on any lands shall not have any chemical qualities or compounds that are greater than the native material on the site. There shall be no degradation of existing soil quality and groundwater quality as a result of the site alteration.

APPLICATION REQUIREMENTS

3. An application for a site alteration Permit is not considered to be complete until all of the following are submitted to the satisfaction of the Chief Building Official;
- 1) a complete application in the form attached hereto as Schedule "A" which form may be amended from time to time by the Chief Building Official;
 - 2) the prescribed fee for a site alteration Permit as established from time to time by Council and detailed in Schedule "C" to this by-law;
 - 3) a control plan, the requirements of which are set out in section 5 of this by-law;
 - 4) a plan showing the design details to proper scale of any Retaining Wall that the applicant proposes or that may be required by the Chief Building Official and/or is a requirement of the Ontario Building Code including the dimensions thereof and any materials to be used in construction of any such Retaining Wall;
 - 5) security in a form and amount to be determined in accordance with Schedule "C" to this by-law, to secure performance of the applicant's obligations under this by-law and any Permit that is issued;
 - 6) any required Permit or approval by any external agency e.g. Grand River Conservation, Ministry of Transportation, Ministry of Natural Resources, etc.
 - 7) any required report by the Township of Puslinch or external agency including but not limited to archaeological report, vegetation analysis, chemical soil analysis, chemical groundwater analysis, hydrogeological reports, traffic report, noise study, environmental impact assessment, final rehabilitation plan, or geotechnical report; and
 - 8) proof of permission, in writing, from all property owners that will be receiving Fill generated in accordance with the Permit.
 - 9) Proof from an accredited laboratory that any fill being imported to the site complies with the clean fill parameters as set out in Table 1 of the Ontario Regulation 153/04 as amended.

Should the fill material contain elements or compounds that naturally exceed the parameters within Table 1 of Ontario Reg. 153/04, as amended, the applicant shall also obtain a certificate from a qualified professional attesting that the fill material is not considered to be a detrimental source of contamination to the environment in its new location.
4. An applicant shall not submit or cause or permit an application for a Permit to be submitted to the Township that is misleading or contains false information. Where it is revealed that the applicant for a Permit contained misleading or false information, the said Permit may be revoked by the Chief Building Official and the Permit Holder shall forthwith cease all work which was the subject of the revoked Permit.

CONTROL PLANS AND DOCUMENTS

5.1 A control plan(s) required to be submitted as part of any application for a Permit pursuant to this by-law shall include, among other things, the following:

- 1) a key map showing the location of the Site;
- 2) the Site boundaries and number of hectares of the Site;
- 3) the use of the Site and the location and use of the buildings and other structures adjacent to the Site;
- 4) the location, dimensions and use of existing and proposed buildings and other structures existing or proposed to be erected on the Site;
- 5) the location of lakes, streams, wetlands, channels, ditches, other watercourses and other bodies of water on the Site and within thirty (30) metres beyond the Site boundary;
- 6) the location of the predominant Soil types;
- 7) the location size, species and condition of all trees 100 mm in diameter or greater, including their dripline, and the composite dripline of all other Vegetation;
- 8) the location of driveways on the lands and all easements and rights-of-way over, under, across or through the Site;
- 9) the location and dimensions of any existing and proposed storm water Drainage systems and natural Drainage patterns on the Site and within thirty (30) metres of the Site boundaries;
- 10) the location and dimensions of utilities, structures, roads, highways and paving;
- 11) the existing Site topography at a contour interval not to exceed 0.5 metres and to extend a minimum of thirty (30) metres beyond the Site boundaries;
- 12) the Proposed Grade(s) and Drainage system(s) to be used upon completion of the work which is the subject of the Permit;
- 13) the location and dimensions of all proposed work which is the subject of the application for a Permit;
- 14) the location and dimensions of all proposed temporary Topsoil or Fill stockpiles;
- 15) the location, dimensions, design details and specifications of all work which is the subject of the application including all Site siltation control measures or Retaining Walls necessary to meet the requirements of this by-law and the estimated cost of the same;
- 16) a schedule of the anticipated starting and completion dates of all proposed work which is the subject of the application for a Permit, including the installation of construction Site control measures needed to meet the requirements of this by-law;
- 17) a list of the type of equipment and machinery that will be used during the site alteration process including the expected days and times of operation;
- 18) provisions for the maintenance of construction Site Erosion and Dust Control measures during construction and after as required;
- 19) typical notes on the final rehabilitation plan to indicate the final ground cover materials, type and size of plantings, depth of topsoil, tree removals or tree protection measures;
- 20) proposed site access location(s) and haul route(s) to and within the property;
- 21) a description of the proposed Fill;
- 22) the scale of drawing, either 1:500 or 1:1000;
- 23) operational procedures manual; and
- 24) any other information as deemed necessary by the Chief Building Official

5.2 Where greater than 1000 m³ of fill is being dumped or where the resulting proposed grade will be greater than 3 metres above or below adjacent existing grade or where site alteration occurs on an area greater than 0.5 hectares, the owner shall complete in addition to all the information set out in Section 5.1, the execution of an agreement with the Township approved by the Council whereby the owner has agreed to the following:

- 1) to retain a qualified engineer or environmental consultant approved by the *Chief Building Official* who is responsible for ensuring that the *site alteration* is in accordance with reasonable engineering and environmental practices; is in accordance with the protocol attached as Schedule "B" to this by-law; and is in accordance with the plans submitted for the permit;
 - 2) to undertake the *site alteration* in accordance with subsection 5.2.(1).
 - 3) to require the environmental consultant to report in writing on a regular basis that the *placing and dumping of fill* is in accordance with clause 5.2.(1);
 - 4) to require that the *site alteration* be completed by a specified date;
 - 5) not to contaminate the natural environment and to abide by all applicable environmental laws and regulations;
 - 6) to provide a report from the qualified Engineer or Environmental Consultant referred to in clause 5.2.(1) that he/she is satisfied that the *placing or dumping* will not result in:
 - (i) *Soil erosion*;
 - (ii) *Blockage of a watercourse*;
 - (iii) *Siltation in a watercourse*;
 - (iv) *Pollution of a watercourse*;
 - (v) *Flooding or ponding on abutting lands*;
 - (vi) *Flooding or ponding caused by a watercourse overflowing its banks*;
 - (vii) *A detrimental effect on any trees of a caliper of one hundred (100) millimetres or more located on the lands*;
 - (viii) *Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats*;
 - (ix) *Unauthorized injury or destruction of trees protected under by-laws of the Township or County of Wellington*;
 - 7) to provide security in accordance with Schedule "C" to be used to remedy any breach of the by-law or agreement and to indemnify the *Township* for any liability, costs, damages or losses incurred directly or indirectly caused by the issuing of a permit;
6. Every control plan accompanying an application for a Permit under this by-law must be stamped by a Professional Engineer who is licensed to practice in the Province of Ontario or any other qualified Person approved by the Chief Building Official.
7. Notwithstanding any other provisions of this by-law, the Chief Building Official may waive the requirement for a Control Plan or any part thereof, and/or may reduce the fee for a Permit under this by-law, after taking into consideration the proposed works, the anticipated impact on the Site and the surrounding environment.

ISSUANCE OF PERMIT

8. The Chief Building Official may issue a site alteration Permit where;
- 1) the Chief Building Official is satisfied that the Applicant has complied or will comply with all requirements of this by-law;
 - 2) the Chief Building Official is satisfied that the Proposed Grade and resulting Drainage pattern, the proposed design of any Retaining Wall, the type of Fill proposed to be used, if any, and the proposed method of the Placing and Dumping of Fill, altering of the Grade, or removing of Topsoil, are all in accordance with proper engineering standards and practice, and compliant with the Ontario Building Code.
 - 3) the Chief Building Official is satisfied with any Fill to be used as defined in this by-law and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
 - 4) the Chief Building Official is satisfied that the proposed Placing or Dumping of Fill, altering of the Grade or removing of Topsoil, will not result in:
 - i. Erosion;
 - ii. blockage of watercourse;



REPORT PD-2015-05

INFORMATION REPORT

FROM: Robert Kelly, Chief Building Official

DATE: February 26, 2015

SUBJECT: Public Meeting – Site Alteration Application File L04/REI
Marc & Andrea Reid – 7827 Wellington Road 36
File L04/REI

BACKGROUND:

1. Purpose of Report

This report is to advise Council and the Public of the application for a Site Alteration Permit located at 7827 Wellington Road 36.

2. Application

The proposed application seeks to import approximately 69,500 m³ of fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields.

The amount of fill subject to the permit issued by Halton Conservation is approximately 54,349 m³. The remaining 15,135 m³ falls outside the regulatory limits of Halton Conservation and is subject to the Township's Site Alteration By-law requirements.

3. Location & Site Characteristics

The subject site, known municipally as 7827 Wellington Road 36, is located on the south side of Wellington Road 36, west of Concession Road 11 and is legally described as Part Lot 31, Concession 10 (see photos below). The parcel is approximately 39.2 ha and is zoned Agricultural. The location is surrounded by existing rural residential and agricultural parcels.



APPLICATION CHRONOLOGY:

1. Application

An application was filed on October 2, 2013 in accordance with By-law 31/12.

2. Notice:

May 2013 started working with Halton Conservation on this file to delineate jurisdictional boundaries and for information sharing.

October 7, 2013: Notice of the application was sent to Township's Engineers and Hydrogeologist.

December 2, 2013: Notice of the application was sent to the Township's consultant GWS Ecological & Forestry Services.

June 12, 2014: Notice of the application was sent to the County of Wellington Roads Division.

February 4, 2015: Report PD-2015-03 recommending that Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-03 was listed on the Council agenda.

February 4, 2015: Council passed resolution 2015-053 referring the matter back to staff for a public meeting to be held on March 11, 2015 at 7:00 p.m. due to concerns received by residents at the February 4, 2015 Council Meeting.

February 19, 2015: Staff circulated notice regarding the Public Meeting to be held on March 11, 2015 at 7:00 p.m. to property owners within 120 metres of the subject property and posted notice on the Township's website.

March 11, 2015: Public Meeting to be held at Township of Puslinch Municipal Complex.

3. Staff, Agency & Public Circulation Comments:

The application was circulated for review to the Township's consultants and External Agencies for comments.

The County of Wellington stated the applicant would have to apply for an Entrance Permit for the proposed widening, and the entrance is to be paved with hot mix asphalt from property line to edge of pavement. Entrance permit no. 31-09-14 was issued by the County on August 26, 2014 and is attached as Attachment %A+.

Halton Conservation issued Permit No. 4758 on February 4, 2015. A copy of Permit 4758 is attached as Attachment %B+.

The Township's consultants have provided comments and are satisfied the terms and conditions of the By-law have been met.

The Township has received comments from the public. Public comments are attached as Attachment %C+.

APPLICABLE LEGISLATION & REQUIREMENTS:

1. Site Alteration By-law

The Site Alteration By-law requires the applicant to obtain a permit and enter into an agreement with the Township prior to importing any fill on the lands subject to a Township permit.

Clean Fill Project Control Plan

As required, a clean fill project control plan initially dated November 6, 2014 and with a revised date of February 13, 2015 has been submitted and forms part of the Site Alteration Agreement attached as Attachment %D+ and %E+ respectively and requires:

- The applicant(s) to retain a qualified person that meets the requirements set out in O Reg 153/01 to provide professional environmental engineering oversight of the project. Derek J. Maat M.A. Sc., P.Eng has been retained.

Groundwater Monitoring Program

Three (3) groundwater monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. Two base line samples have been collected by the owner and will be submitted to the Township for reference. The monitoring frequency as outlined in the Control Plan may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. However, the Township has the right to request any testing at any time. Monitoring of the wells will continue for two years following closure of filling operations.

Clean Fill Acceptance Standards

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at this site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the Soil, Ground Water and Sediment Standards for Use - Under Part XV.1 of the Environmental Protection Act+as included in Ontario Regulation 153/04, as amended.

Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating the material is not likely a source of contamination before the clean fill can be received at the site and be submitted to the Township prior to placement of the fill. (Section 3 (9) of By-law)

Procedure for Screening Proposed Clean Fill Sources for Approval

Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:

- a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards
- b. A signed letter by a Qualified Person along with supporting documents confirming that all the soil designated for disposal from the source site meets the Clean Fill Acceptance Standards
- c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards

A Qualified Person (QP) retained by Reid will review the documents provided by the source site. If the documents from the source site are not stamped by a third party QP and/or in the opinion of the QP retained by Reid, do not adequately characterize the soil, the QP retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed for the source site. The Reid QP will consult with the Township Peer Reviewer when determining the number of samples. If the source site is recommended for approval by the QP, the clean fill will be accepted.

Reporting . Fill placed on site

1. On a quarterly basis, the QP will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit samples to be submitted to the Township quarterly.
3. If an audit sample is found to exceed the clean fill acceptance standards for the site, the Township and the source site responsible will be notified. The QP will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

Ticket Process for Tracking Load of Clean Fill

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

Truck Traffic Control

The site entrance will be constructed to comply with Wellington County Entrance Permit requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent (machine operator) that will be located a minimum distance of 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent (machine operator) will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate rumble strips each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud or soil from the truck tires and to prevent it from being deposited on the street.

Sedimentation and Erosion Control

Erosion and sedimentation control fencing (silt fencing) will be placed at all site boundaries where natural and or constructed topography would direct surface water flow off of the site as per the attached Grading Plan.

The site will be inspected daily by the operator (machine operator) and monthly by the QP to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition.

The site will be operated such that the placing of fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse
- flooding or ponding of abutting lands
- flooding or ponding caused by a swale, ditch drainage or watercourse overflowing its banks

Dust

Dust control will be provided on an as required basis through the use of a water truck.

Operating Hours

Monday to Friday 7:00 a.m. to 7:00 p.m.

Saturday 7:00 a.m. to 1:00 p.m.
Excluding Holidays

Truck Route

The Truck Route Map prepared by Maat Environmental Engineering Corp dated December 8, 2014 is attached as Attachment %5+.

The route is Highway 401 to County Road 46 to County Road 36.

Estimated Start and Completion Dates

The permit is valid from the date of issuance for a period of one year. The permit can be extended for an additional period of one (1) year.

Site Closure and Restoration

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is as outlined in the Site Plan attached as Attachment %6+. At site closure, all land at the site will either be farmed or will be seeded. Seed mix will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

Securities

In order to guarantee that the works will be completed in accordance with the approved plans and documents, we typically consider the overall %value+of the work in determining security amounts. In this instance, the site work guarantee amount of \$100,000 is sufficient to guarantee the works.

The applicant has submitted securities in the amount of \$100,000.00 in the form of an irrevocable letter of credit.

Insurance

Insurance has been provided naming the Township and County as an additional insured.

ATTACHMENTS

- A Entrance Permit - County
- B Halton Conservation Permit
- C Public Comments
- D Site Control Plan
- E Agreement
- F Truck Route Map
- G Site Plans

Response to Public Comments

1. **Q** - On page 13 of Report PD-2015-003 under "Truck Haul Route" it refers to a map as described in Schedule B. Referring to Schedule B, page 9, column 1, row 4 it says NA.

R - Refer to Attachment E for a copy of the map identifying the Truck Haul Route. The NA in the agreement is for the purpose of noting the map is not identified by a drawing number.

2. **Q** - On page 3 of By-law 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule B on page 9, column 1, row 3, it says NA.

R - Refer to Attachment D for a copy of the Site Control Plan. The NA in the agreement is for the purpose of noting the Site Control Plan is not identified by a drawing number.

3. **Q** - Also, under "Application Requirement", section 3, subsection 7 are the following:

- a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.

R - The Township determined that an Archaeological Report is not required.

- b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals, mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAHs (poly aromatic hydrocarbons).

R - Two base line samples have been collected by the owner and will be submitted to the Township for reference upon execution of the agreement.

- c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property and under subsection 9, "proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.

R - With regard to the matter of noise, the Township does not require the completion of a noise study as the hours of operation are in keeping with the Township's noise by-law.

Hours of Operation

Monday to Friday	7:00 a.m. to 7:00 p.m.
Saturday	7:00 a.m. to 1:00 p.m.
Excluding Holidays	

Noise By-law

The Noise By-law prohibits the operation of equipment between 9:00 p.m. and 7:00 am.

With regard to proof of an accredited laboratory, the proponent as outlined in the by-law, agreement and the control plan is required to retain a qualified person being a qualified engineer or environmental consultant. The proponent has retained Derek J. Maat M.A. Sc., P.Eng.

4. **Q** - On page 4 of By-law 31/12, section 5.1:

- a. Subsection 17, a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
- b. Subsection 23, an operation's manual.

R - The applicant has advised that the following equipment will be used:

- Bulldozer
- Backhoe/Excavator
- Dump Trucks
- Sheep's foot packer

The applicant has submitted a Control Plan to the satisfaction of the Township refer to Attachment 10.

5. **Q** - Is security in the amount \$100,000.00 sufficient?

R - The Township passed the Site Alteration By-law in 2012 and determined the appropriate amount of securities to be posted at \$100,000.00. Refer to page 7 of the Report.

The applicant has submitted the securities as required.

6. **Q** – Where is the fill coming from? And is every load being tested for potential contaminants?

R – Source sites are approved by a Qualified Person as noted on page 3 of the the Report.

7. **Q** – What is the logical and practical purpose of this fill being dumped.

R – The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. Refer to Page 1 under Application.

8. **Q** – What is the ongoing accountability of the parties involved ie landowner, broker, contractor if local water and precious significant wetlands become affected

R . Refer to pages 3 . 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting . Fill placed on site and Ticket Process for Tracking Load of Clean Fill.

Ongoing accountability is achieved through the entering into of an agreement with the owner that implements a groundwater monitoring program and the posting of securities for a period of time beyond the completion date.

9. **Q** – What environmental impact studies have been done, if any and by whom?

R – The applicant has completed two base line samples to be submitted to the Township for reference. Refer to pages 3 . 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting . Fill placed on site and Ticket Process for Tracking Load of Clean Fill

10. **Q** – Who is responsible for the post road condition repair?

R – The road authority having jurisdiction over the road is responsible for its repair.

Insurance has been provided naming the Township and County as an additional insured.

11. **Q** – If permits are issued, for what period?

R . The permit is valid for one year but may be extended for a further one year period.

12. **Q –** The proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington Rd 36 (lights in Morriston) east 5km to dump site).

R – The By-law does not include a provision to require the completion of a traffic study as the permit is for a temporary period of time.

13. **Q –** Can this property be restored to agricultural rural land for farm use as it is currently zoned?

R – The subject lands are zoned Agricultural.

14. **Q –** If approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the Township for the purpose of dumping fill? Instead of paying landowners to dump fill?

R - The Township through the passing of By-law 31/12 as amended has the authority to regulate fill being placed on property within the Township that is not regulated by the Conservation Authority. The Township has no authority or jurisdiction over the purchase and sale of land.

15. **Q –** Is the current by-law designed to stop or curtail operations of fill dump sites within our Township?

R – The purpose of the Township By-law in accordance with the Municipal Act is to:

- prohibit or regulate the placing or dumping of fill;
- prohibit or regulate the removal of topsoil;
- prohibit or regulate the alteration of the grade of the land;
- require that a permit be obtained for the placing or dumping of fill, the removal of topsoil or the alteration of the grade of the land;
- impose conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of topsoil and the rehabilitation of the site.

ATTN: PASQUALE COSTANZO



County of Wellington
Engineering Services Department
Roads Division
74 Woolwich Street
Guelph, Ontario N1H 3T9
Phone: (519) 837-2601
Fax: (519) 837-8138

Permit No. 31-09-14

177253 ONT. INC
CONTRACTOR: CLOANVILLE SITE.COM
JAY - 416-585-9249

ENTRANCE PERMIT

OWNER/APPLICANT

Name: MARC REID Address: 7827 WELLINGTON RD 36
City/Town: PUSLINCY Postal Code: L0P-1J0
Phone: [REDACTED] Fax: _____

To construct a TEMP ENTRANCE entrance.
(field, farm, residential, temporary, reclassification, alteration, commercial, industrial, institutional, public, emergency)

Lot: 7827 Concession: WELLINGTON Township: PUSLINCY
Or _____
Street No.: _____ Street: _____ Town/Village: _____

Wellington County Road No. 36 please enclose a sketch of drawing on the back of this application showing the location and size of your property; also show your proposed location for your entrance (see Figure 5.0 for example sketch in Entrance Policy). Please mark the location of the entrance with a **PROPOSED ENTRANCE** sign or entrance will not be approved.

Date of Application: AUG 26/14 Signature: [Signature]

Severance applied for? Yes No Severance Number: _____

Requirements for Entrance - OFFICE USE ONLY

Top Width: 9m Surface Type: GRAVEL
 Length of Pipe: 12m Diameter of Pipe: 450mm Thickness of Pipe: 1.6mm
 Application Fee Paid: \$100 Deposit Paid: \$500
 Special Conditions: ENTRANCE MUST BE REMOVED ONCE THE IN-FILL PROJECT IS COMPLETED.
 Date of Issue: _____ For: County Engineer [Signature]

County Road No.: 36 Maintenance Area: 1 Section Forman MIKE CUSHING

Payment Required: (Options: Cash - Cheque - Credit Card)

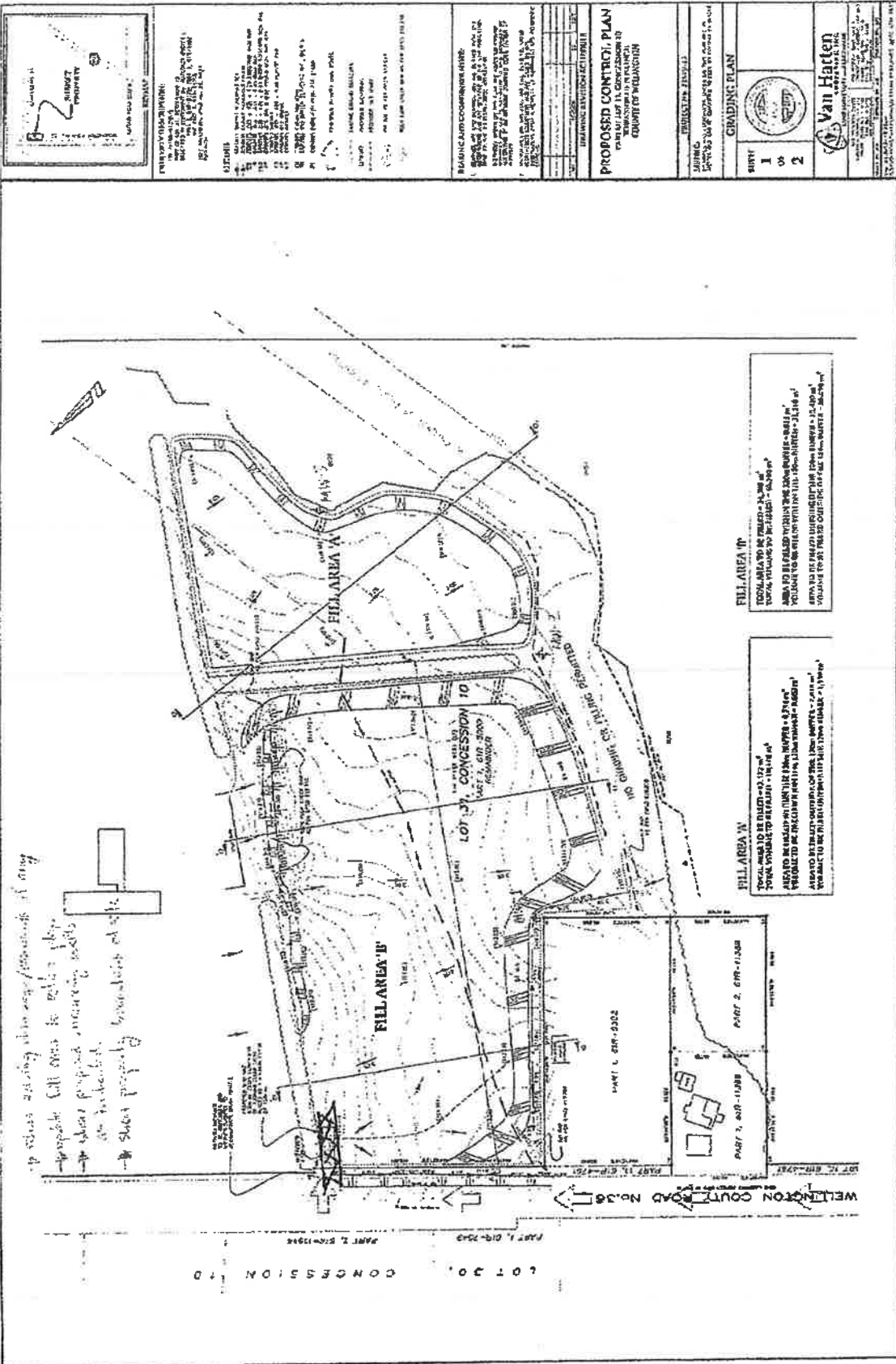
Classification of Entrance	Permit Fee	Refundable Deposit**	Total
Field, Farm, Residential, Temporary, Reclassification, Alteration	\$ 100	\$ 500	\$ 600
Commercial, Industrial, Institutional	\$ 250	\$ 1,000 min	\$ 1250 min
Public, Private, Emergency Road	\$ 500	\$ 1,000 min	\$ 1500 min

**Refund upon approval of the entrance installation, less amount expended by the County to bring entrance to County standards. Where the entrance has not been constructed and the permit is not used within the time period of the permit, then the permit shall be cancelled and the refundable deposit shall be forfeited. Contact the County for more information on the refundable deposit requirements for Commercial, Industrial and Institutional entrances.

CREDIT CARD		AMOUNT: \$ <u>600.00</u>	
VISA	[REDACTED]	Exp Date	Name on Card <u>JAMES FIEGLEY</u>
[REDACTED]	[REDACTED]	Authorized Signature	<u>[Signature]</u>

CONCRETE ON TOP

As per site plan, all areas to be excavated shall be excavated to the proposed ground level. All areas to be excavated shall be excavated to the proposed ground level. All areas to be excavated shall be excavated to the proposed ground level.





Attachment B

2596 Britannia Road West
Burlington, ON L7P 0G3
Telephone: 905 336-1158 Fax: 905 336-6684

PERMIT #: 4758

FILE #: A/15/P/01

PERMIT

IN ACCORDANCE WITH SECTION 3 OF REGULATION 162/06, PERMISSION HAS BEEN GRANTED TO:

Owner's Name: Mark Reid Phone: [REDACTED]
Mailing Address: 7827 Wellington Road 36, Puslinch ON L0P 1J0
Agent/Contractor: 1772853 Ont. Inc. (CleanFillSite.com) Phone: 416-565-9245
5808 Corner Crescent, Mississauga ON L5M 5R5

Property Location: 7827 Wellington Road 36
in the (City, Town, Township) of: Puslinch (Region/County) of: Wellington

This permit is for the purpose of Proposed placement and grading of clean fill between 30 and 120 metres of the Badenoch-Moffat Wetland Complex, a Provincially Significant Wetland (PSW) within the Bronte Creek watershed.

This permit is issued on this 2nd day of February, 2015 Expires: 2nd day of February, 2017

And is subject to the following conditions:

1. That the work to be carried out in accordance with plans submitted on January 15th, 2015 and stamped APPROVED by: Charles Priddle, Coordinator, Regulations Program
2. see reverse
3. **Conservation Halton is to be notified of the date of the commencement of construction. This permit (including drawings stamped approved by Conservation Halton) or a copy thereof, must be posted on the site and be available for inspection.**

Conservation Halton may, at any time, withdraw any permission given under this regulation if, in the opinion of the Conservation Authority, the conditions of the permit are not complied with.

Authorized representatives of Conservation Halton may, at any time, enter lands and buildings, to make any surveys, examinations, investigations, and inspections to ensure that the works authorized by this Permit are being carried out in accordance with the terms of this Permit.

This permit does not preclude any approvals required by any other existing law and regulations.

Authorized by: Barbara Veale on the 4th day of February 2015.
Barbara Veale, Manager, Planning and Regulation Services

1) WHITE: APPLICANT ORIGINAL COPY 2) GREEN: REGULATION OFFICER COPY
3) YELLOW: MUNICIPALITY COPY 4) GOLD: FILE COPY

- 2.
- a) That disturbed areas be stabilized immediately following the completion of construction to the satisfaction of Conservation Halton;
 - b) That effective sediment and erosion control measures be installed prior to starting work, maintained during construction and fully removed once all disturbed areas have been stabilized. That site conditions be monitored and that the sediment and erosion control measures be modified if site conditions warrant it; and
 - c) That excess fill (soil or otherwise) generated from the proposed works shall not be stockpiled or disposed of within any area regulated by Conservation Halton, pursuant to Ontario Regulation 162/06.

lea

Attachment C

Report PD-2015-003

With respect to Report PD-2015-003 on page 2 it says "In accordance with the provisions of Bylaw 31/12, all requirements have been met and reviews completed by the township's consultants and outside agencies including GM Blue Plan, Harden Environmental, GWS, Halton Conservation, County of Wellington Roads and Planning". I disagree with that statement for the following reasons.

1. On page 13 of report PD 2015-003 under "Truck Haul Route" it refers to a map as described in Schedule "B". Referring to Schedule "B", page 9, column 1, row 4 it says NA.
2. On page 3 of bylaw 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule "B" on page 9, column 1, row 3, it says NA.
3. Also under "Application Requirement", section 3, subsection 7) are the following:
 - a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.
 - b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals; mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAH's (poly aromatic hydrocarbons).
 - c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property.
and under subsection 9),
"Proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.
4. On page 4 of bylaw 31/12, section 5.1:
 - a. Subsection 17), a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
 - b. Subsection 23), an operations manual.

In summary, this report should not be approved for the reasons noted above (and I've only touched on a few) and only approved when ALL of the requirements of bylaw 31/12 have been fulfilled. Also, I am asking council tonight, to pass a motion placing a six month moratorium on accepting any "Site Alteration Permits" for lands designated as an Agricultural Zone in section 5.

7837

PROPOSED AMENDMENTS TO BY-LAW 31/12

1. No lands may be leased, bought or sold, or conveyed by any means for the purpose of:
 - a) creating a commercial dump site,
 - b) a fill operation of any size.
2. Where greater than 1000 cubic meters of fill is to be dumped, the township will:
 - a) hold a public meeting,
 - b) notify, in writing, all residents and landowners within a one mile radius of the proposed dump site,
 - c) notify, in writing, all residents living on the proposed truck haul route,
 - d) conduct with counsel an on site review of the proposed fill plan.
3. No fill of any amount will be dumped in a designated Agricultural Zone as defined in Section 5 unless it is native to and originates within the township.
4. The township may permit fill to originate from outside the township when it is destined for use on lands designated as an Industrial Zone as defined in Section 5 provided that:
 - a) any remuneration or any other form of consideration that would be paid to the landowner either directly or indirectly, be forfeited to the townships Parks and Recreation budget.
5. Notwithstanding anything else contained in this bylaw except for (4) above, no person shall operate a commercial fill operation within the township.
6. No person shall cause, permit or perform a fill operation of any size on any lands that were previously used as a pit or quarry whether licensed or otherwise.

Attachment C

From: dave hamilton
Date: January 21, 2015 at 9:06:11 AM EST

To: Subject: Puslinch-excessive fill dumping

To the residents of Puslinch
It has come to our attention that another fill dumping site has commenced here on Wellington Rd 36 just west of the 11th concession.
According to the plan before council this is to dump approximately 70000 metric tonnes of fill. Roughly calculated at 10m3 per truck this equates to approx 7000 truck loads.
This project has been given the go ahead by Conservation Halton and the work has commenced before any council approval.

Our Concerns,

- 1) where is this fill coming from? And is every load being tested for potential contaminants?
- 2) what is the logical and practical purpose of this fill being dumped?
- 3) what is the ongoing accountability of the parties involved? ie; landowner/broker/contractor if local water and precious significant wetlands become affected
- 4)What environmental impact studies have been done (if any?) and by whom?
- 5) who is responsible for the post road condition and repair?
- 6) if permits are issued, for what period?
- 7) the proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington rd 36(lights in Morrison) east 5km to dump site)
- 8) can this property be restored to agricultural rural land for farm use as it is currently zoned?
- 9) if approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the township for the purpose of dumping fill? Instead of paying landowners to dump fill?
- 10) is the current bylaw designed to stop or curtail operations of fill dump sites within our township?

We recognize and appreciate the need for fill in the township from time to time, and also don't wish for anyone to not be able to enjoy the use of their property however, this appears to be only for financial gain. This area involved appears only to be a couple of acres on the plan with the topographical change in excess of 5m.

This note is to inform the residents of Puslinch that this is a precedent setting issue within our township and time is running out very quickly to voice your concerns to council before approval. This has been an ongoing issue for landowners in the Uxbridge area, and the town of Erin is currently embattled in this now. The GTA is out of fill sites and this will be happening more and more in neighbouring townships in the future and although it's not happening in your front yard now, it soon will be!

Dave Hamilton
Puslinch resident

Pease address your concerns to council ASAP as this is going before council very very soon!!

Reid Property Clean Fill Project

Control Plan

February 13, 2015

Prepared by:

Maat Environmental Engineering Corp.
1273 North Service Rd E, Unit F2
Oakville ON, L6H 1A7
info@maatenv.com

Table of Contents

1.0	Introduction	3
2.0	Permit Compliance	3
3.0	Reid Property	3
4.0	Groundwater Monitoring Program	3
5.0	Clean Fill Acceptance Standards.....	4
6.0	Procedure for Screening Proposed Clean Fill Sources for Approval	4
7.0	Ticket Process for Tracking Loads of Clean Fill	5
8.0	Site Controls	5
8.1	Truck Traffic Control	5
8.2	Sedimentation and Erosion Control	6
9.0	Operating Hours	6
10.0	Site Closure and Restoration	6

1.0 Introduction

This document will serve as the Control Plan that will be followed during the filling of the Reid Property Located at Part Lot 31, Concession 10, Township of Puslinch with clean fill. The purpose of the Plan is to ensure that no material is placed on the property that has the potential to harm the environment and to ensure that there is minimal disruption to the surrounding community. In addition, this Plan is also designed to ensure that the property will be suitable for use by the property owner for agricultural purposes, post filling. The property is owned by Marc and Andrea Reid who operate a farm on the property. This Plan will ensure that the facility is operated in accordance with the Township of Puslinch requirements and will ensure that the operation follows current best management practices.

Marc and Andrea Reid will retain a Qualified Person that meets the requirements set out in O Reg 153/04 to provide professional environmental engineering oversight of the project. Currently Derek J. Maat M.A.Sc., P.Eng. has been retained as the Qualified Person for the Project.

2.0 Permit Compliance

The Reid Property Clean Fill Project will comply with the Corporation of the Township of Puslinch Site Alteration By-Law # 31/12.

3.0 Reid Property

The site is located at Part Lot 31, Concession 10, Township of Puslinch, Ontario. The site is located on Wellington Road No. 36 in Puslinch, just north of Hiway 401 between Concession 11 and Watson Road South. The property is currently used for agricultural purposes. The clean fill operation will increase the agricultural efficiency of the property.

4.0 Groundwater Monitoring Program

Three (3) ground water monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The wells will be constructed such that the well screens intersect the top of the shallow groundwater table.

The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. The first ground water sampling event will occur just prior to the start of the fill operation. The monitoring frequency may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. Monitoring of wells will continue for two years following closure of filling operations. All sampling will be overseen by a Qualified Person and will comply with Ontario Reg. 153 as amended. Following the last sampling event, all groundwater monitoring wells will be decommissioned as per Ontario Reg. 903.

The placement of the fill will be done in such a way that there will be no pooling of water on site at any time and the current natural overland flow of surface water will not be altered. No fill will be placed within a 30 m buffer of the existing wetland, as per the wetland boundaries delineated by the Conservation Authority.

5.0 Clean Fill Acceptance Standards

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at the site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04 as amended (Referred to hereafter as Table 1). Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating that the material is not likely a source of contamination before the clean fill can be received at the site. A copy of the certificate from the qualified professional and laboratory sample results is to be provided to the Township of Puslinch for review, prior to placement of the fill which naturally exceeds Table 1 Standards.

6.0 Procedure for Screening Proposed Clean Fill Sources for Approval

The following procedure will be used to screen proposed clean fill sources.

1. Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:
 - a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards identified in Section 5.
 - b. A signed letter by a Qualified Person (Q.P.) along with supporting documents confirming that all soil designated for disposal from the source site meet the Clean Fill Acceptance Standards identified in Section 5.
 - c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards identified in Section 5.
2. A Qualified Person (Q.P.) retained by Reid Property Clean Fill Project will review the documents provided by the source site. If the documents from the source site are not stamped by a third party Q.P. and/or in the opinion of the Q.P. retained by Reid, do not adequately characterize the soil, the Q.P. retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed from the source site. The Reid Q.P. will consult with the Township Peer Reviewer when determining the number of samples. Following the review of the third party Q.P. source documents and/or the additional

sampling results, the Reid Q.P. will provide a recommendation regarding whether or not the site should be approved as a source site.

3. If the source site is recommended for approval by the Q.P., the clean fill will be accepted.

The following procedure will be used to audit the clean fill that is dumped at the site.

1. On a quarterly basis, the Q.P. will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit sampling results will be kept on file and submitted to the municipality on a quarterly basis.
3. Any time an audit soil sample is found to exceed the clean fill acceptance standards for the site, the Town will be notified and the source site responsible for the soil will be notified. The source site will be identified by cross referencing the grid location and soil type of the audit sample with load locations and soil types recorded at the time of dumping. The Q.P. will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

7.0 Ticket Process for Tracking Loads of Clean Fill

The following ticketing procedure will be used to track individual loads of clean fill.

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

8.0 Site Controls

8.1 Truck Traffic Control

The site entrance will be constructed to comply with Township of Puslinch requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized

vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent that will be located a minimum distance 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate “rumble strips” each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud/soil from the truck tires and to prevent any mud or dust from being deposited on the street. The street by the entrance to the site will be carefully monitored to ensure it does not become impacted with mud/dust. If impact is noted, the mud dust will be immediately removed by the operator.

8.2 Sedimentation and Erosion Control

Erosion and sedimentation control fencing (silt fence) will be placed at all site boundaries where natural and/or constructed topography would direct surface water flow off of the site as per the attached Grading Plan. The silt fence shall be heavy-duty as per OPDS 219.130. The erosion and sedimentation control measures will comply with the Site Sedimentation and Erosion Control features as shown on the Site Plan. The site will be inspected daily by the operator and monthly by the Q.P. to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition. The site will be operated such that the placing of the fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse,
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse,
- flooding or ponding of abutting lands,
- flooding or ponding caused by a swale, ditch drainage course or watercourse overflowing its banks.

Dust control will be provided on an as required basis through the use of a water truck.

9.0 Operating Hours

Under normal operating conditions the site will be open to receive clean fill from 7:00 am to 7:00 pm Monday to Friday and from 7:00 am to 1:00 pm Saturdays, excluding holidays.

10.0 Site Closure and Restoration

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is presented in the Site Plan. The site will be graded such that it is suitable for agricultural purposes. At site closure, all land at the site will either be farmed or will be seeded. Seed mix

will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

This Plan has been prepared by:

Maat Environmental Engineering Corp.
1273 North Service Rd. E., Unit F2
Oakville, ON L6H 1A7



Feb 15, 2015

Derek J. Maat M.A.Sc., P.Eng. Q.P.
Senior Environmental Engineer

Attachment E (complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

I N D E X

	Page No.
<u>ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT</u>	3
1.1 <u>Legal description</u>	3
<u>ARTICLE 2 - IDENTIFICATION OF PLAN(S)</u>	3
2.1 <u>Approved plan(s)</u>	3
2.2 <u>Filing of plan(s)</u>	3
<u>ARTICLE 3 - SPECIAL REQUIREMENTS</u>	3
3.1 <u>Additional requirements and provisions</u>	3
<u>ARTICLE 4 - IMPLEMENTATION OF PLAN(S)</u>	4
4.1 <u>Owner's covenant to implement plan(s)</u>	4
4.2 <u>Township's right of entry</u>	4
4.3 <u>Stop work orders</u>	4
4.4 <u>Notice to comply</u>	4
<u>ARTICLE 5 - FINANCIAL ASSURANCES</u>	4
5.1 <u>Security requirement - public lands</u>	4
5.2 <u>Security requirement - subject lands</u>	4
5.3 <u>Township's right to draw upon security</u>	4
5.4 <u>Release of Security</u>	4
5.5 <u>Township's Expenses</u>	5
<u>ARTICLE 6 - INDEMNIFICATION</u>	5
6.1 <u>Owner's agreement to indemnify</u>	5
<u>ARTICLE 7 - LIABILITY INSURANCE</u>	5
7.1 <u>When liability insurance required</u>	5
<u>ARTICLE 8 - TIME LIMITS FOR COMPLETION</u>	5
8.1 <u>Consequences of delay</u>	5
8.2 <u>Phasing of Site Alteration Works</u>	5
<u>ARTICLE 9 - MAINTENANCE OBLIGATIONS</u>	5
9.1 <u>General covenant to maintain and repair</u>	5
9.2 <u>Specific maintenance obligations</u>	5
<u>ARTICLE 10 - REGISTRATION OF AGREEMENT</u>	6
10.1 <u>Registration prior to permit issuance</u>	6
<u>ARTICLE 11 - GENERAL PROVISIONS</u>	6
11.1 <u>Notices</u>	6
11.2 <u>Township costs recoverable like taxes</u>	6
11.3 <u>Waiver</u>	6
11.4 <u>Covenants as restrictive covenants</u>	6
11.5 <u>No permit if money owed to Township</u>	6
11.6 <u>Number and Gender</u>	6
11.7 <u>Headings and Index</u>	6
11.8 <u>No assignment without consent</u>	7
11.9 <u>Ultra vires terms</u>	7
11.10 <u>Owner's acceptance of agreement</u>	7
11.11 <u>Enurement</u>	7
SCHEDULE "A" <u>Description of Lands</u>	8
SCHEDULE "B" <u>Description of Approved Plan(s)</u>	9
SCHEDULE "C" <u>Additional Requirements</u>	10
SCHEDULE "D" <u>Financial Securities</u>	21

**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 -

MARC REID AND ANDREA REID
(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: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

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:

Marc Reid

per:

Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

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. inspection 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.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

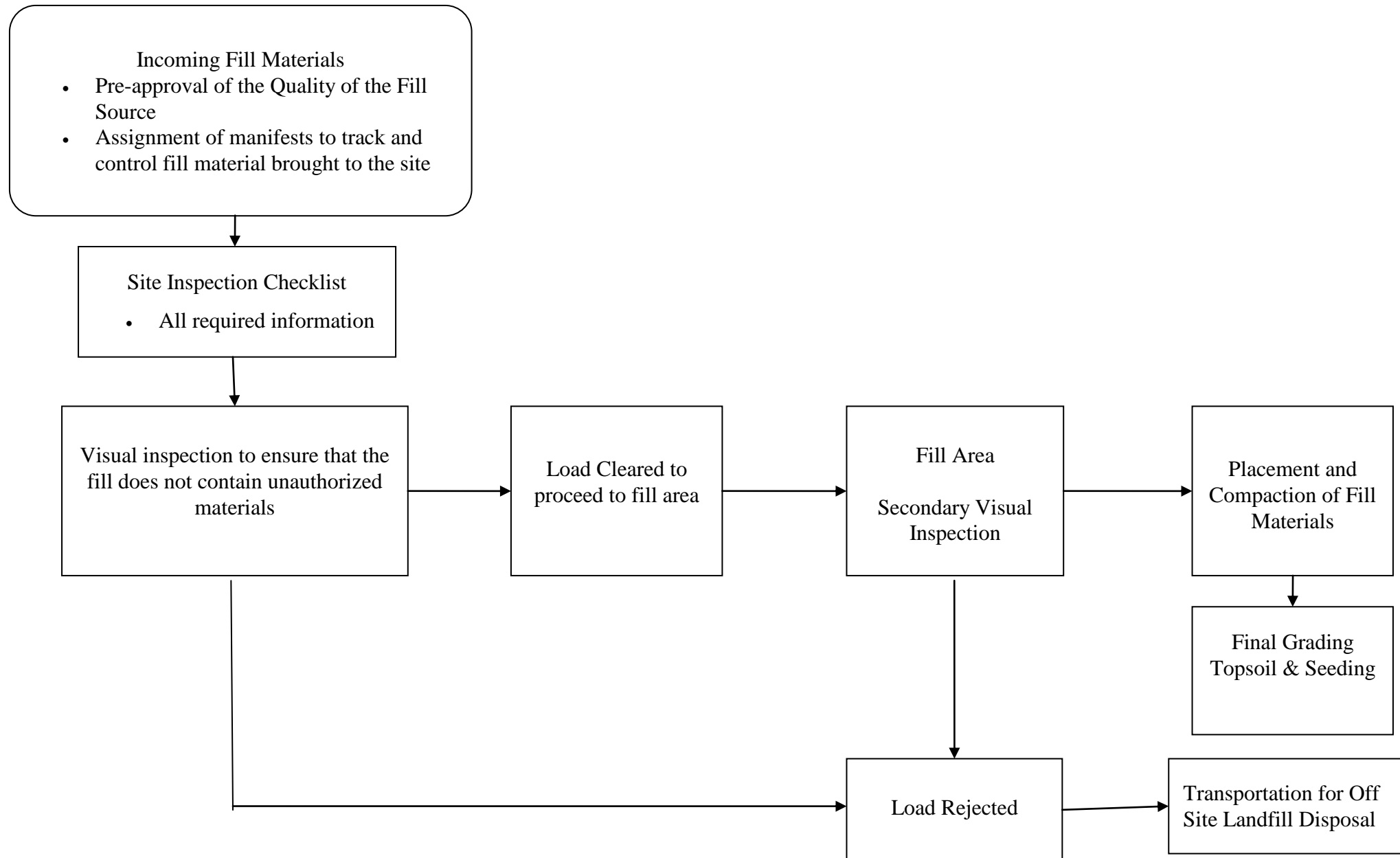
Operational Standards

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 placement of clean fill material 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. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. 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.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

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

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u>		<u>No. of Loads:</u>	<u>Quantity:</u>
Company: _____			m ³
Truck No: _____			
Driver's Name: _____		ACCEPTED	REJECTED
<u>Source Information:</u>		Report Provided at Source:	Type of Fill: (Check appropriate box)
Address: _____		YES NO	RESIDENTIAL
_____			INDUSTRIAL
_____			AGRICULTURAL
<u>Visual Inspection Report:</u>		Load(s) Contains Clean Fill	
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

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 or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement 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 \$100,000.00 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 in the form of an unconditional irrevocable Letter of Credit.
 - 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:

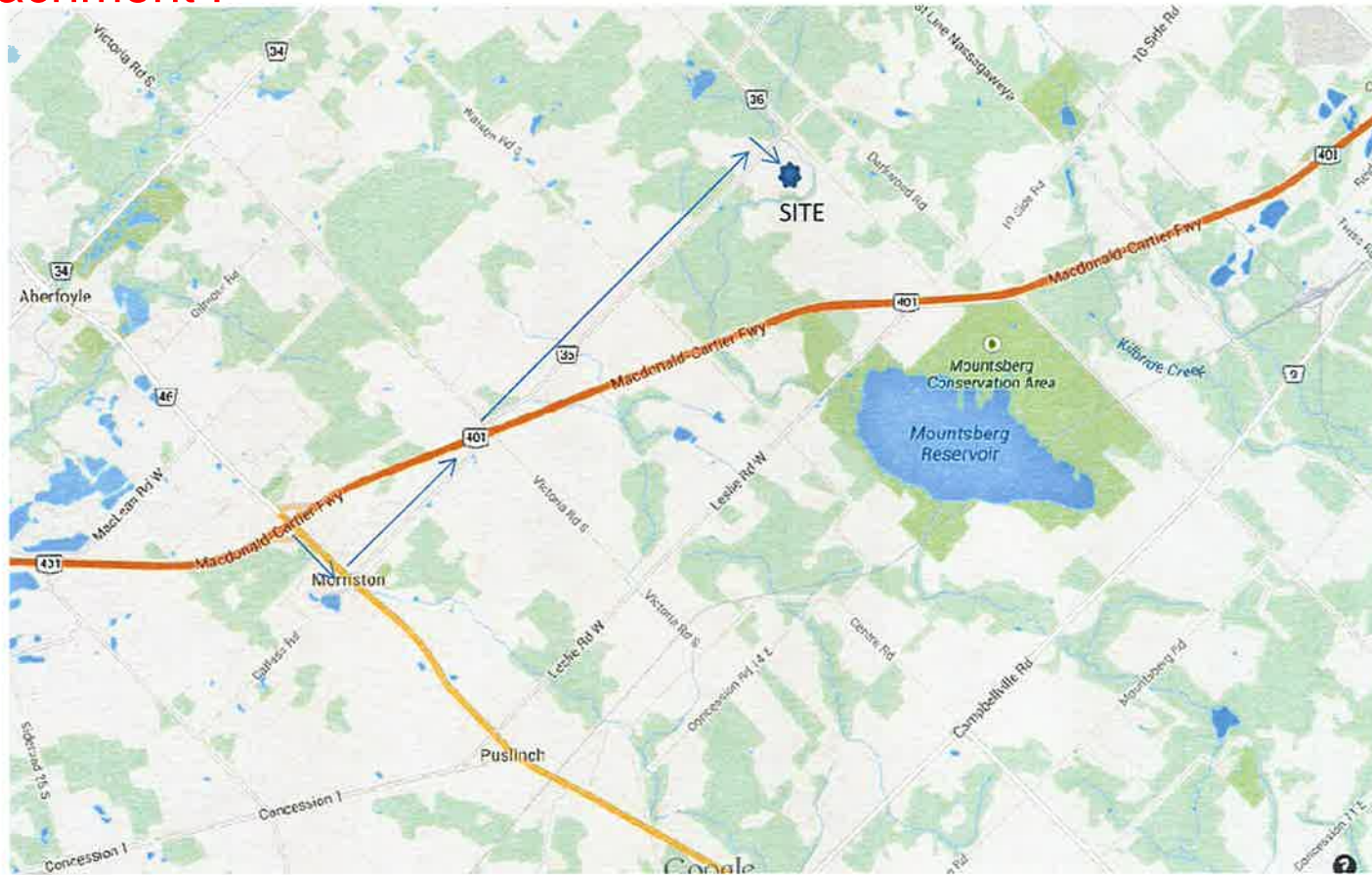
- 5.1 To obtain the approval of the Chief Building Official that the Site has been adequately reinstated and stabilized in accordance with this by-law, the plans accompanying the Permit and the terms and conditions of the Permit; and,
- 5.2 To request that the Township carry out a final inspection of 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 as well as Schedule C – Ground Water Monitoring Program have been 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

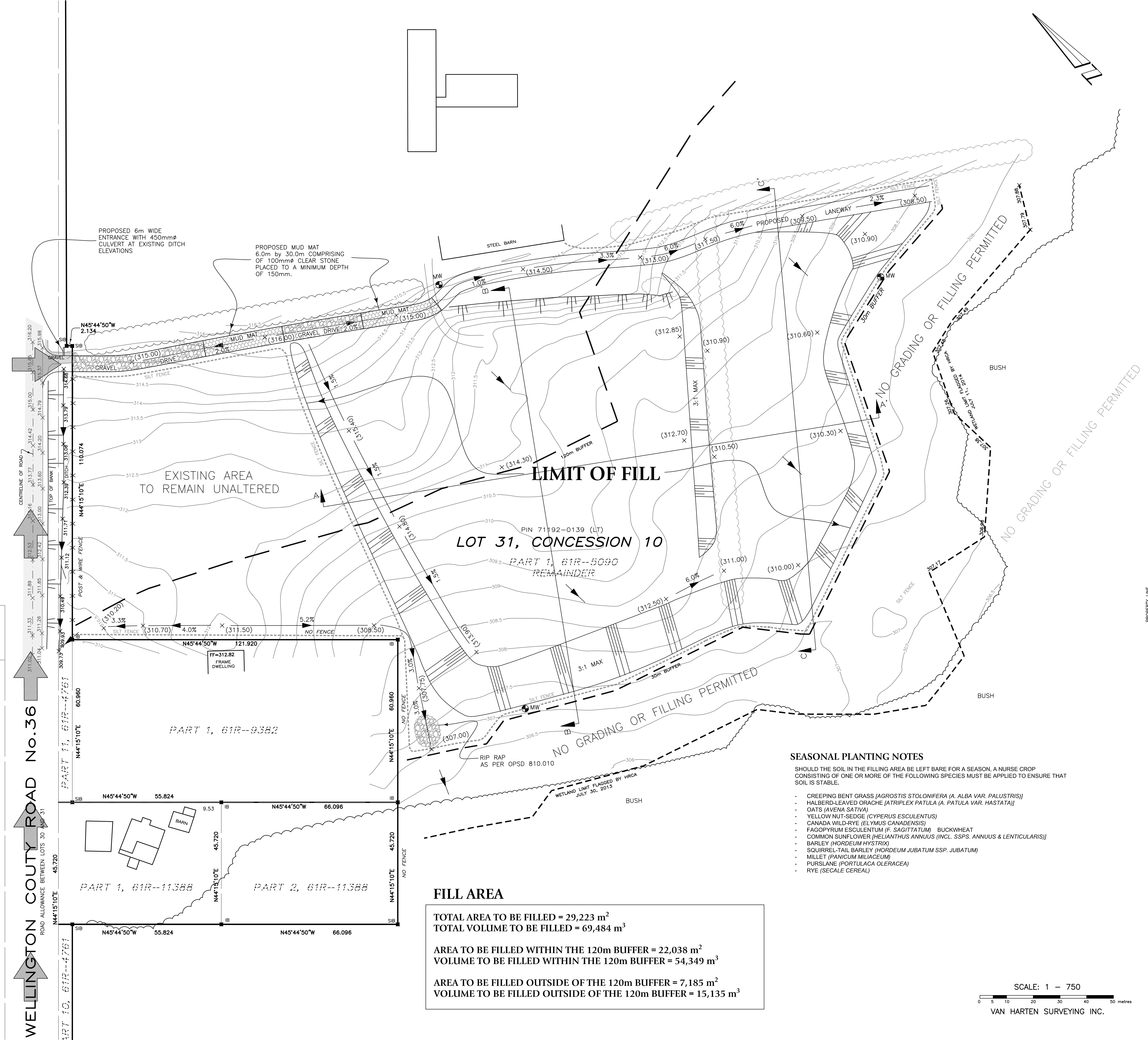
A.	Site Works	\$100,000.00
B.	Township Roadways (Min.)	<u>\$ n/a</u>
	TOTAL DEPOSIT	\$100,000.00
C.	Municipal Service Fees	
	• Fee based upon quantity of fill material imported.	

Attachment F



Reid Property Clean Fill Project Truck Route: Hiway 401 to Hiway 6 South to east on Wellington Rd. 36 to 7827 Wellington Rd. 36

LOT 30, CONCESSION 10
 PART 1, 61R-7549
 PART 2, 61R-11614



WELLINGTON COUNTY ROAD No. 36
 ROAD ALLOWANCE BETWEEN LOTS 30 AND 31
 PART 1, 61R-4761
 PART 2, 61R-4761

PART 1, 61R-9382
 PART 1, 61R-11388
 PART 2, 61R-11388

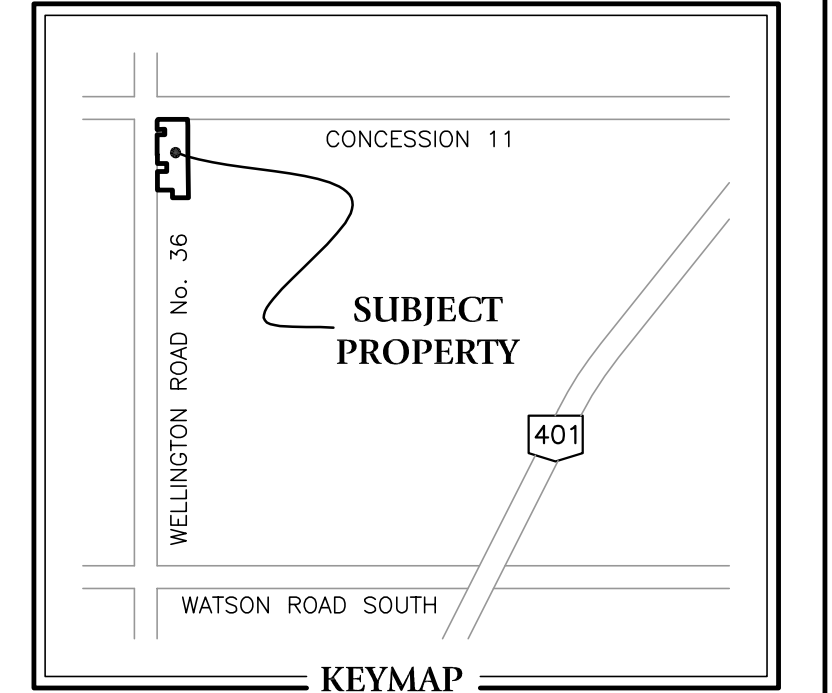
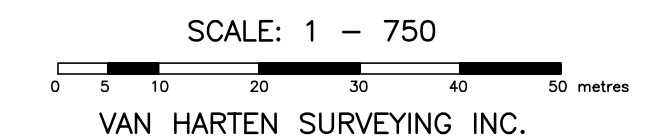
FILL AREA

TOTAL AREA TO BE FILLED = 29,223 m²
 TOTAL VOLUME TO BE FILLED = 69,484 m³

AREA TO BE FILLED WITHIN THE 120m BUFFER = 22,038 m²
 VOLUME TO BE FILLED WITHIN THE 120m BUFFER = 54,349 m³

AREA TO BE FILLED OUTSIDE OF THE 120m BUFFER = 7,185 m²
 VOLUME TO BE FILLED OUTSIDE OF THE 120m BUFFER = 15,135 m³

- SEASONAL PLANTING NOTES**
- SHOULD THE SOIL IN THE FILLING AREA BE LEFT BARE FOR A SEASON, A NURSE CROP CONSISTING OF ONE OR MORE OF THE FOLLOWING SPECIES MUST BE APPLIED TO ENSURE THAT SOIL IS STABLE.
- CREEPING BENT GRASS (AGROSTIS STOLONIFERA (A. ALBA VAR. PALUSTRIS))
 - HALBERD-LEAVED ORACHE (ATRIPLEX PATULA (A. PATULA VAR. HASTATA))
 - OATS (Avena SATIVA)
 - YELLOW NUT-SEDGE (CYPERUS ESCULENTUS)
 - CANADA WILD-RYE (ELYMUS CANADENSIS)
 - FAGOPYRUM ESCULENTUM (F. SAGITTATUM) BUCKWHEAT
 - COMMON SUNFLOWER (HELIANTHUS ANNUUS (INCL. SSPS. ANNUUS & LENTICULARIS))
 - BARLEY (HORDEUM HYSTRUM)
 - SQUIRREL-TAIL BARLEY (HORDEUM JUBATUM SSP. JUBATUM)
 - MILLET (Panicum MILIACEUM)
 - PURSLANE (PORTULACA OLERACEA)
 - RYE (SECALE CEREALE)



PROPERTY DESCRIPTION:

PIN 71192-0139(LT)
 PART OF LOT 31, CONCESSION 10
 DESCRIBED IN INSTRUMENT No. R0769001 EXCEPT :
 PART 3, 61R-8376; PART 1, 61R-9382
 AND PART 2, 61R-11388
 7827 WELLINGTON ROAD No. 36, RR#1
 PUSLINCH

- LEGEND**
- DENOTES SURVEY MONUMENT SET
 - DENOTES SURVEY MONUMENT FOUND
 - SIB DENOTES .025 x .025 x 1.20 STANDARD IRON BAR
 - IB DENOTES .015 x .015 x 0.60 IRON BAR
 - SSIB DENOTES .025 x .025 x 0.60 SHORT STANDARD IRON BAR
 - RP DENOTES .015 DIA. X 0.07 ROUND IRON BAR WITH STAMPED WASHER
 - PB DENOTES .025 x .025 x 0.30 PLASTIC BAR
 - CC DENOTES CUT CROSS
 - WT DENOTES WITNESS
 - OU DENOTES ORIGIN UNKNOWN
 - VH DENOTES VAN HARTEN SURVEYING INC., O.L.S.'s
 - P1 DENOTES DEPOSITED PLAN 43R-31085

- ➔ PROPOSED PRIMARY HAUL ROUTE
- MW MONITORING WELL
- 308 EXISTING GROUND CONTOURS
- (313.50) PROPOSED ELEVATIONS
- - - - PROPOSED SILT FENCE
- ⊗ RIP RAP AS PER OPSD 810.010
- ⊕ ROCK FLOW CHECK DAM AS PER OPSD 219.210

BEARING AND COORDINATE NOTE:

- BEARINGS ARE GRID BEARINGS AND ARE DERIVED FROM GPS OBSERVATIONS AND ARE REFERRED TO THE UTM PROJECTION, ZONE 17, NAD 83 (CSRS-2002) ADJUSTMENT. DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY AN AVERAGED COMBINED SCALE FACTOR OF 0.999570
- COORDINATES ON THIS PLAN ARE UTM, ZONE 17, NAD83 (CSRS-2002) ADJUSTMENT AND ARE BASED ON GPS OBSERVATIONS FROM A NETWORK OF PERMANENT GPS REFERENCE STATIONS.

NO.	REVISION	BY	DATE
3	CONSERVATION HALTON COMMENTS	JLW	JAN 15/15
2	TOWN COMMENTS	JLW	NOV 13/14
1	SECOND SUBMISSION	JLW	SEPT 19/14

DRAWING REVISION SCHEDULE

PROPOSED CONTROL PLAN
 PART OF LOT 31, CONCESSION 10
 TOWNSHIP OF PUSLINCH
 COUNTY OF WELLINGTON

PROJECT No. 21549-13
 DRAWING SCALE 1 : 750

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

GRADING PLAN

SHEET 1 OF 2

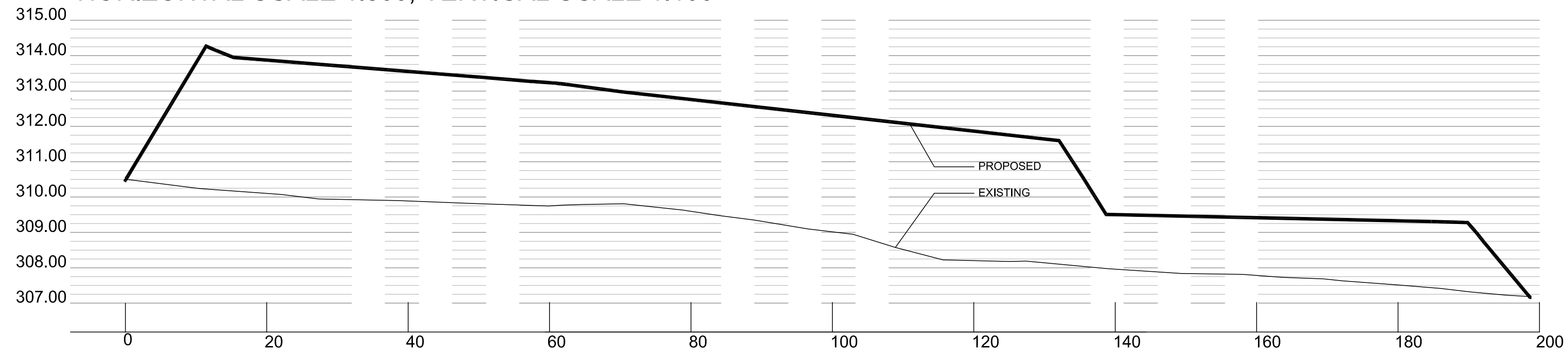
Van Harten SURVEYING INC.
 LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET GUELPH - ONTARIO, N1H 3X3
 PHONE: (519) 821-2763 FAX: (519) 821-2770
 www.vanharten.com

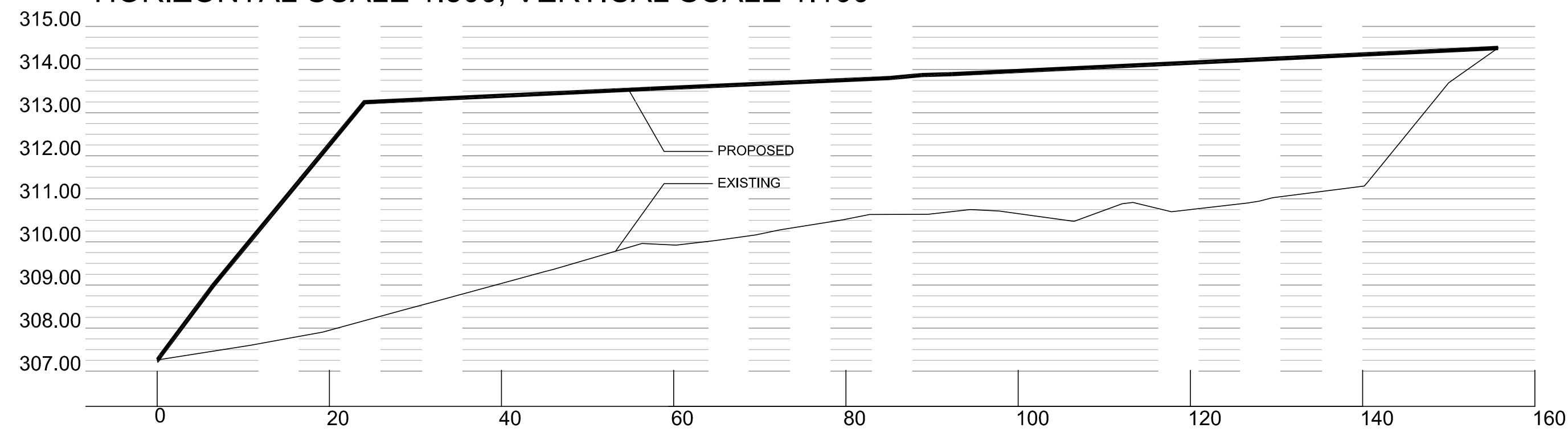
660 RIDDELL ROAD, UNIT 1 ORANGEVILLE - ONTARIO, L9W 5S5
 PHONE: (519) 940-4110 FAX: (519) 940-4113
 www.vanharten.com

DRAWN BY: JLW DESIGNED BY: JMD CHECKED BY: JMD
 Jan 15, 2015 - 2:26pm
 G:\PUSLINCH\Con10\ACAD\SITEPLAN PT31(MARC REID) UTM 2010 REV1.dwg

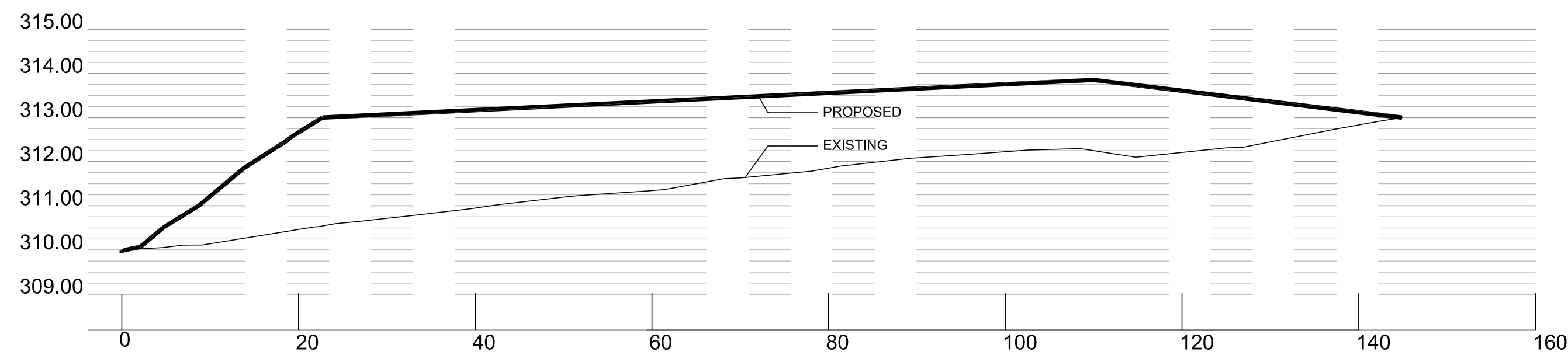
CROSS-SECTION A-A'
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION B-B'
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CROSS-SECTION C-C'
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



CONSTRUCTION NOTES

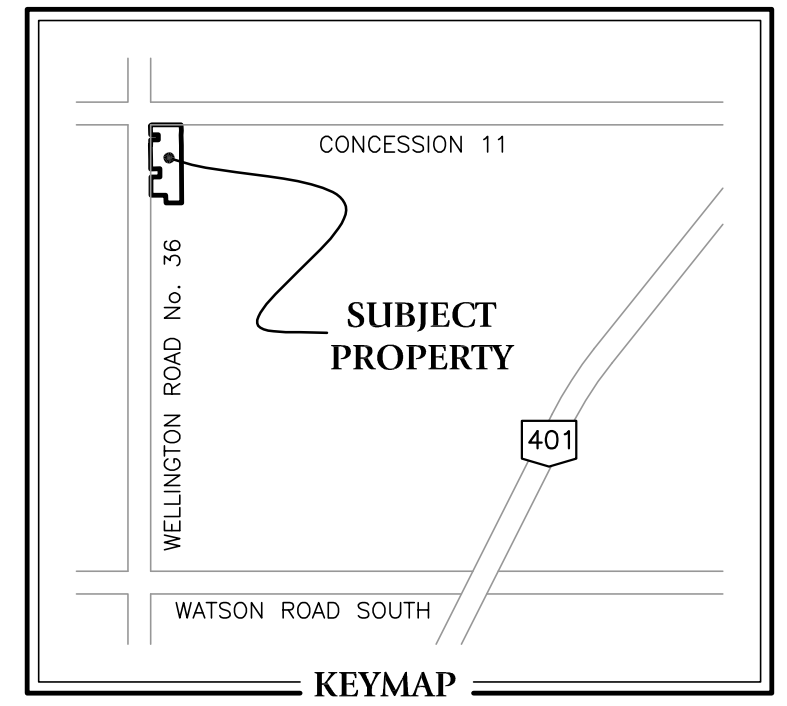
- SILT FENCE SHALL BE ERECTED AROUND THE PERIMETER OF WORKING AREA AS SHOWN.
- A GEOTECHNICAL CONSULTANT SHALL BE RETAINED PRIOR TO COMMENCEMENT OF ANY SITE WORKS TO PROVIDE ANY RELATED RECOMMENDATIONS. CONDUCT SITE VISITS AS REQUIRED AND TO DOCUMENT FILL PLACEMENT ACTIVITIES.
- AN ENVIRONMENTAL CONSULTANT SHALL BE RETAINED PRIOR TO COMMENCEMENT OF ANY SITE WORKS TO PROVIDE ANY RELATED RECOMMENDATIONS. CONDUCT SITE VISITS AS REQUIRED AND TO DOCUMENT FILL PLACEMENT ACTIVITIES.
- THE OWNER SHALL ENSURE THAT APPROPRIATE DUST SUPPRESSION MEASURES ARE UNDERTAKEN AS TO MINIMIZE THE IMPACT OF DUST ON NEIGHBOURING LANDS.

SEDIMENT AND EROSION CONTROL NOTES

- ALL SILT FENCING TO BE INSPECTED AND INSTALLED PRIOR TO THE COMMENCEMENT OF ANY GRADING, EXCAVATING OR DEMOLITION.
- EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MANHOLES, CATCH BASINS, SWALES & WATERCOURSES.
- ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ANY ADDITIONAL EROSION CONTROL STRUCTURES.
- EROSION CONTROL STRUCTURES ARE TO BE MONITORED REGULARLY AND ANY DAMAGE TO STRUCTURES REPAIRED IMMEDIATELY. SEDIMENTS ARE TO BE REMOVED WHEN THE HEIGHT OF ACCUMULATION REACHES A MAXIMUM FOR THE FENCE AND THE CLOGGED FILTER MATERIALS MUST BE REPLACED AS NEEDED OR AS REQUESTED BY THE MUNICIPALITY.
- ALL EROSION CONTROL STRUCTURES ARE TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND SURFACES HAVE BEEN STABILIZED EITHER BY PAVING OR RESTORATION OF VEGETATIVE GROUND COVER.
- NO ALTERNATIVE METHODS OF EROSION PROTECTION SHALL BE PERMITTED UNLESS APPROVED BY THE DESIGN CONSULTANT AND THE MUNICIPALITY.
- DURING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR ENSURING MUNICIPAL ROADWAYS ARE CLEANED OF ALL SEDIMENTS FROM VEHICULAR TRACKING ETC. TO AND FROM THE SITE AT THE END OF EACH WORKING DAY.
- SILT FENCE SHALL BE HEAVY-DUTY AS PER OPSD 219.130.

SEASONAL PLANTING NOTES

- SHOULD THE SOIL IN THE FILLING AREA BE LEFT BARE FOR A SEASON, A NURSE CROP CONSISTING OF ONE OR MORE OF THE FOLLOWING SPECIES MUST BE APPLIED TO ENSURE THAT SOIL IS STABLE.
- CREEPING BENT GRASS (*AGROSTIS STOLONIFERA (A. ALBA VAR. PALUSTRIS)*)
 - HALBERD-LEAVED GRASS (*ATRIPLEX PATULA (A. PATULA VAR. HASTATA)*)
 - OATS (*Avena SATIVA*)
 - YELLOW NUT-SEDGE (*CYPERUS ESCULENTUS*)
 - CANADA WILD-RYE (*ELYMUS CANADENSIS*)
 - FAGOPYRUM ESCULENTUM (F. SAGITTATUM) BUCKWHEAT
 - COMMON SUNFLOWER (*HELIANTHUS ANNUUS (INCL. SSPS. ANNUUS & LENTICULARIS)*)
 - BARLEY (*HORDEUM HYSTRIX*)
 - SQUIRREL-TAIL BARLEY (*HORDEUM JUBATUM SSP. JUBATUM*)
 - MILLET (*PANICUM MILECEUM*)
 - PURSLANE (*PORTULACA OLERACEA*)
 - RYE (*SECALE CEREAL*)



PROPERTY DESCRIPTION:

PIN 71192-0139(LT)
PART OF LOT 31, CONCESSION 10
DESCRIBED IN INSTRUMENT No. R0769001 EXCEPT :
PART 3, 61R-8376; PART 1, 61R-9362
AND PART 2, 61R-11388
7827 WELLINGTON ROAD No. 36, RR#1
PUSLINCH

LEGEND

- DENOTES SURVEY MONUMENT SET
 - DENOTES SURVEY MONUMENT FOUND
 - SIB DENOTES .025 x .025 x 1.20 STANDARD IRON BAR
 - IB DENOTES .015 x .015 x 0.60 IRON BAR
 - SSIB DENOTES .025 x .025 x 0.60 SHORT STANDARD IRON BAR
 - RP DENOTES .015 DIA. X 0.07 ROUND IRON BAR WITH STAMPED WASHER
 - PB DENOTES .025 x .025 x 0.30 PLASTIC BAR
 - CC DENOTES CUT CROSS
 - WIT DENOTES WITNESS
 - OU DENOTES ORIGIN UNKNOWN
 - VH DENOTES VAN HARTEN SURVEYING INC., O.L.S.'s
 - P1 DENOTES DEPOSITED PLAN 43R-31085
- ➔ PROPOSED PRIMARY HAUL ROUTE
- ⊙ MW MONITORING WELL
- 308 — EXISTING GROUND CONTOURS
(313.50) PROPOSED ELEVATIONS
- PROPOSED SILT FENCE
- ⊙ RIP RAP AS PER OPSD 810.010
- ⊙ ROCK FLOW CHECK DAM AS PER OPSD 219.210

BEARING AND COORDINATE NOTE:

- BEARINGS ARE GRID BEARINGS AND ARE DERIVED FROM GPS OBSERVATIONS AND ARE REFERRED TO THE UTM PROJECTION, ZONE 17, NAD 83 (CSRS-2002) ADJUSTMENT.
DISTANCES SHOWN ON THIS PLAN ARE ADJUSTED GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY AN AVERAGED COMBINED SCALE FACTOR OF 0.999570
- COORDINATES ON THIS PLAN ARE UTM, ZONE 17, NAD83 (CSRS-2002) ADJUSTMENT AND ARE BASED ON GPS OBSERVATIONS FROM A NETWORK OF PERMANENT GPS REFERENCE STATIONS.

NO.	REVISION	BY	DATE
3	CONSERVATION HALTON COMMENTS	JLW	JAN 15/15
2	TOWN COMMENTS	JLW	NOV 13/14
1	SECOND SUBMISSION	JLW	SEPT 19/14

DRAWING REVISION SCHEDULE

PROPOSED CONTROL PLAN
PART OF LOT 31, CONCESSION 10
TOWNSHIP OF PUSLINCH
COUNTY OF WELLINGTON

PROJECT No. 21549-13

DRAWING SCALE 1 : 750

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

CROSS-SECTIONS

SHEET
2
OF
2

Van Harten
SURVEYING INC.
LAND SURVEYORS and ENGINEERS

423 WOOLWICH STREET GUELPH - ONTARIO, N1H 3X3
PHONE: (519) 821-2763
FAX: 821-2770
www.vanharten.com

660 RIDDELL ROAD, UNIT 1 ORANGEVILLE - ONTARIO, L9W 5G5
PHONE: (519) 940-4110
FAX: 519-940-4113
www.vanharten.com

DRAWN BY: JLW | DESIGNED BY: JMD | CHECKED BY: JMD
Jan 15, 2015 - 2:25pm
G:\PUSLINCH\Con10\ACAD\SITEPLAN PT31(MARC RED) UTM 2010 REV1.dwg



REPORT PD-2015-00

TO: Mayor and Members of Council

FROM: Robert Kelly, Chief Building Official

MEETING
DATE: April 15, 2015

SUBJECT: Site Alteration Agreement
Marc & Andrea Reid – 7827 Wellington Road 36
L04/REI

RECOMMENDATIONS

That Report PD-2015-003 regarding Site Alteration Agreement – Marc & Andrea Reid 7827 Wellington Rd 36 be received; and

That Report PD-2015-05 regarding Public Meeting - Site Alteration Application – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Report PD-2015-007 regarding Site Alteration Agreement – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Council enact a By-law to authorize the entering into of an Agreement as outlined in Report PD-2015-007 with Marc & Andrea Reid – 7827 Wellington Road 36 upon submission of required securities and the ground water monitoring well locations, size, depth and baseline testing results; for review and approval by the Chief Building Official in consultation with the Township consultants.

DISCUSSION

Purpose

The subject property 7827 Wellington Rd 36 is an agricultural property that is an active farm. The owners of the property wish to import fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. The site is located on the south side of Wellington Rd 36

and west side of Concession Rd 11; with a legal description of Part Lot 31 Concession 10. It has a lot area of approximately 39.2 Hectares.

The applicants are requesting Council to enter into a Site Alteration Agreement attached as Schedule "D" to authorize the Chief Building Official to proceed with issuing a Site Alteration Permit.

Background

The applicants sought to obtain a Site Alteration Permit for the levelling of a farm field in order to improve the efficiency of farming the land. In order to make this necessity fiscally possible the applicant is seeking to import approximately 69,500 m³ of soils.

The amount of proposed imported fill requires in addition to a Site Alteration Permit, that the applicant enter into a Site Alteration Agreement with the Township, where securities are provided to the Township and the Agreement is registered on title of the subject property.

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 Conservation and County of Wellington Roads and Planning Departments.

During consideration of Report PD-2015-03 Council requested that a Public Information meeting be held based on input from the community raised at the February 4, 2015 Council meeting. A Public Information meeting was held on Wednesday March 11, 2015 at 7:00 pm at the Puslinch Community Centre.

Public Meeting

The Public Information meeting minutes are listed under section 3 item (b) of the April 15, 2015 Council Agenda.

In response to questions and concerns raised the following information outlined below is provided.

Fill Permits Issued By Other Authorities

The applicant's fill broker agreed to provide information on previous fill permits issued to him. The following information was provided to the Township:

- 2250 Hi-way 6 South, Flamborough. Permit from Halton Conservation Authority.
- Pan-am Games site, Tremaine Rd, Milton. Owner is Gov't of Ontario. Permits issued by the Town of Milton
- 5154 3rd Line, Erin. Permits issued by both Grand River Conservation Authority and the Town of Erin.

County Roads

The Wellington County Roads Department has confirmed that Wellington Road 36 has been posted as a Half Load road at Highway 6 and Concession 6 and all the Township roads that lead onto WR 36 are posted half load as well.

The requirement for truck entrance signs has been determined to be required by Wellington County Roads Department and will be installed once the frost has thawed and before the half load signs are taken down.

Source Site Audit Process

The Township Site Alteration by-law requires an applicant to retain a qualified engineer or environmental consultant to be responsible for ensuring that the site alteration is in accordance with reasonable engineering and environmental practices and in accordance with the requirements of the Township of Puslinch Site Alteration By-Law, including the requirement that fill material must comply with Table 1 of the "Soil, Groundwater and Sediment Standards". It is up to this qualified person to determine the number of samples required to be satisfied that the work is proceeding in accordance with the requirements set forth. The Site Alteration By-law does not specify minimum sampling requirements.

The Source site audit process is outlined in the submitted control plan for the proposed alteration. A source site is required to have at least one environmental report completed or analysis data and a signed letter from a qualified person who is third party to the source site. The property owner's qualified person will attend the source site and take samples for analysis on sites when the source documents do not adequately characterize the soil. After review of analysis and documents the qualified person will determine if the site should be deemed acceptable for use as a source site.

Tracking of imported soils from a source site will be conducted through a ticket process and every truck coming to site will have to have the appropriate pre purchased ticket for the site. Information on the ticket about the source site and a copy of the soil analysis from the source site is required to accompany the fill to complete the chain of custody from source site to placement. The location of the fill placement will be conducted based on a grid system after each load is inspected.

Site Alteration Agreement

Further, to Report PD-2015-03 a few modifications have been made to the Site Alteration Agreement to provide clarification.

Section 6.0 of Schedule “D” has been amended to clarify that the permit holder’s security will be retained until two years after the fill operation is completed while the ground water monitoring program remains in effect.

Sections 4.3 has been added to clarify that the Municipal Service Fee is for recovering expenses incurred in accordance with section 5.5 of the Agreement.

HRCA PERMIT

Any changes proposed to the portion of the site governed by the Halton Region Conservation Authority permit that deviates from the approved permit will require a permit revision or a new permit. A new grading plan would have to be submitted to HRCA to accompany an application to revise an existing permit or obtain a new permit.

Additional Information

For Council’s information a copy of the Hydrogeology Report is attached as Schedule ‘A’ and the previous reports to Council are attached as Schedules “B” & “C”.

Applicable Legislation and Requirements

Municipal Act, S. O. 2001, Section 142, as amended
Township of Puslinch Site Alteration By-Law 31/12

Attachments

Schedule “A” - Hydrogeology Report

Schedule “B” - Report PD-2015-03

Schedule “C” - Report PD-2015-05

Schedule “D” - Site Alteration Agreement



EMAIL TRANSMISSION

November 29, 2013

Mr. Marc Reid
7827 Wellington Road 26
Moffat, Ontario L0P 1J0

Subject: Hydrological Assessment
Part Lot 31, Concession 10, Township of Puslinch
7827 Wellington Road 36
Moffat, Ontario
Y/Ref.: Township of Puslinch File No. 113006-9
O/Ref.: 160-B-0007961-1-HD-L-0001-00

Mr. Reid:

In response to the letter from Gamsby and Mannerow Limited (October 25, 2013), LVM inc. (LVM) is pleased to provide this assessment of the hydrological conditions of the proposed fill areas at the above referenced property.

On November 21, 2013 I visited your property and spoke with you. During my site visit, I observed the current site conditions in the two open fields where filling is proposed, and along the treeline/wetland limit at the southwestern edge of your property. The attached Drawing 1 provides a Site Plan showing the property location in relation to the wetland features. I made the following observations:

Fill Area A

- ▶ Fill Area A (as identified on the attached Drawing 1, and shown on Photo 1 in the attached Figure 1) consists of a large open field covered with grasses. The ground surface topography slopes gently southwards towards the forest which contains wetland areas and Aberfoyle Creek.
- ▶ At the time of the site visit the ground was lightly frozen, however, it was evident the ground was almost saturated. Anecdotal information provided during my site visit confirmed that the ground is wet for most of the year.
- ▶ The wetland beyond the southern end of the field consists of mixed cedar and deciduous bush/forest, and Aberfoyle Creek flows generally westwards.

Fill Area B

- ▶ Fill Area B (as identified on the attached Drawing 1, and shown on Photo 2 in the attached Figure 1) consists of a large open field with a significant area of exposed bedrock. The majority of the field is covered with thin grasses, and a small area in the southwest corner of the field has been ploughed. The ground surface topography generally slopes southwards towards the wetland area and Aberfoyle Creek.
- ▶ Discrete piles of logs/wood and rocks were observed within the field.
- ▶ The ploughed area appeared very moist, and anecdotal information provided during my site visit confirmed that the ploughed area is wet for most of the year.
- ▶ The wetland area at the southern end of the field consists of deciduous bush, and the Creek flows generally westwards.

Site Grading

Based on my review of the proposed grading plan, it is understood that filling of Areas A and B will result in the maintenance of the general topographic slope southwards towards the wetland areas and the Creek.

Filling will match grades along the northern/north-western edges of the fields, and grade gently southwards.

Precipitation Runoff and Infiltration

Fill Area A is completely covered by topsoil and grasses. The wetness of the field indicates that vertical percolation of infiltration is limited. Based on the observation of relatively competent bedrock exposed in Fill Area B it is inferred that the bedrock underlying the thin soil cover is not heavily fractured/weathered; therefore, infiltrating precipitation likely becomes trapped within the thin overburden soils. The infiltrated water is inferred to flow southwards along the soil/bedrock interface towards the forested wetland area.

Fill Area B has a very thin soil cover, and a large area of exposed bedrock. As noted above, the relatively competent bedrock suggests poor infiltration, and it is inferred that precipitation which does infiltrate into the thin soil cover flows southwards along the soil/bedrock interface towards the bush and wetland area.

Although soil samples were not obtained and evaluated during the site visit, Quaternary Geology mapping for the Galt Area (Karrow, 1963) indicates surficial deposits of sandy Wentworth Till in the area. It is therefore recommended that the imported fill be of a relatively heterogeneous (till) composition (i.e. not clean sand/granular soil, and not fine clay/silt soil) to more closely match the hydrogeological characteristics of the native sandy till soils.

Subject: Hydrological Assessment – Part Lot 31, Concession 10, Township of Puslinch
7827 Wellington Road 36, Moffat, Ontario
Y/Ref: Township of Puslinch File No. 113006-9
160-B-0007961-1-HD-L-0001-00

November 29, 2013

Under post-filling conditions, the process of infiltration and flow along the soil/bedrock interface is expected to be maintained as the bedrock topography will not be altered, the ground surface topography will generally be maintained, and the soil infiltration rate would be maintained by using fill of a similar composition to the native soils. As a result, runoff and near-surface groundwater discharge rates to the wetland areas would be expected to be maintained.

Soil Stabilization and Ground Cover

To prevent erosion of the fields into the wetland areas, it is recommended that ground cover be planted as soon as possible after filling and grading is complete (subject to seasonal restrictions). It is expected that the fields will be used as horse pasture and/or hayfields; however, any non-agricultural vegetation planted should adhere to Conservation Halton Guidelines (i.e. using only native species).

Tilling of the fields will be restricted by the 30 m setback from the wetlands, providing an undisturbed and naturalized area to further inhibit erosion of soils into the wetland area. No cutback or removal of vegetation should occur within the 30 m setback area.

Use and Storage of Manure/Fertilizers/Pesticides

Due to the potential impacts of nutrient runoff into the wetland area, it is recommended that no manure be stored on the fields (Fill Areas A and B). For agricultural purposes it is recognized that periodic application of fertilizer and/or pesticides may be required; therefore, it is recommended that Best Management Practices be applied to minimize fertilizer/pesticide application as a precautionary measure.

I trust the above meets your present requirements. Should you have any questions or comments, please feel free to contact me at your convenience.

Yours very truly,



Chris Helmer, B.Sc., P.Geo.
Hydrogeologist

jmp

Encl. Drawing 1 – Location Plan
Encl. Drawing 2 – Site Plan
Encl. Figures 1 – Photos 1 and 2

10 cm

5

4

3

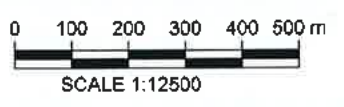
2

1

0



NOTES :
 1-REFERENCES : Google Map (2013).



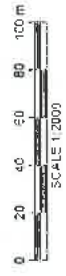
G:\160\0007961\125 CAD\B-0007961-1_DWG001.DWG

Project <h2 style="text-align: center;">Hydrological Assessment</h2> <p style="text-align: center;">7827 Wellington Road 36, Moffat, Ontario</p>	Title <h2 style="text-align: center;">LOCATION PLAN</h2>
---	---

		LVM inc. <small>353, Bridge Street East Kitchener (Ontario) N2K 2Y5 Telephone : 519.741.1313 Fax : 519.741.5422</small>
Prepared A.Higgins Drawn A.Higgins Checked C.Helmer	Discipline HYDROGEOLOGY Scale 1 : 12500 Date 2013-11-29	Project manager C.Helmer Sequence no. 01 of 02
M. dept. 160	Project B-0007961-1	Disc. Dwg no. Rev. HD 001 00

LEGEND:

- APPROXIMATE SITE BOUNDARY
- WETLANDS (NRV15)



NOTES:

- 1- REFERENCES: VAN HARTEN SURVEYING, NC., Grading Plan, Project No. 21544-13, 2013-11-26.
- 2- REFERENCES: GRAND RIVER CONSERVATION AUTHORITY, Natural Resources and Values Infractor System (NRVIS) Wetlands, Reviewed: 2013-11-28.
- 3- REFERENCES: GOOGLE EARTH, Aerial Photography, Retrieved 2013-11-26.
- 4- Drawing scale may be distorted due to file conversion and/or copying. Measurements taken from the drawing must be verified in the field.

Hydrological Assessment

100 Wolfpen Road, Yulee, FL 32187

SITE PLAN

LVM INC.
 100 Wolfpen Road
 Yulee, FL 32187
 Phone: 904-322-2700
 Fax: 904-322-2701
 Email: info@lvm.com

Project: **Hydrological Assessment**

Drawn: **A. Higgins**

Checked: **C. Helmer**

Project Number: **C-123456**

Scale: **1:2000**

Date: **2013-11-26**

Sheet No: **02** of **02**

Sheet No: **160**

Project: **E-0007951-J**

Drawn By: **HD**

Sheet No: **002**

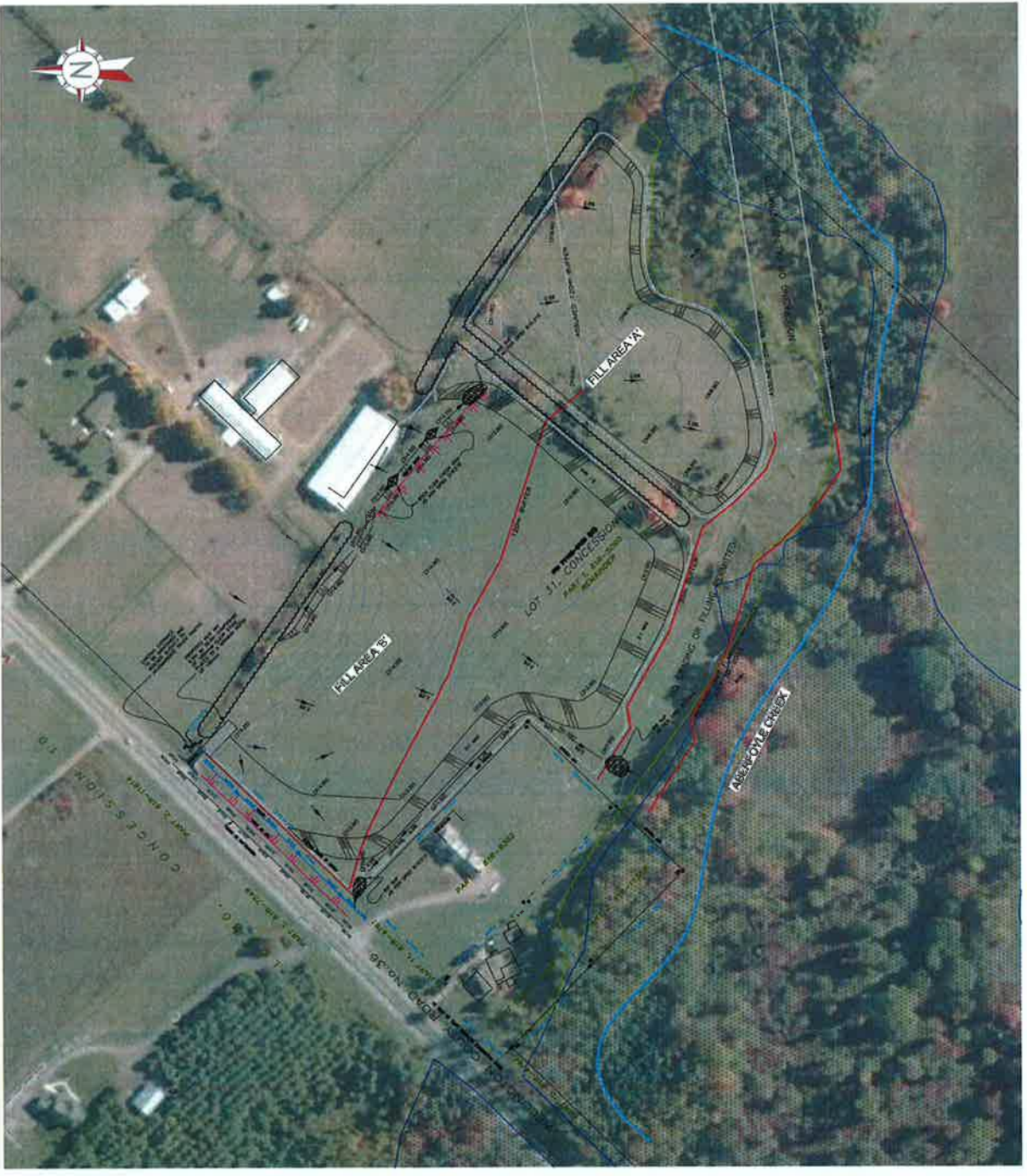




Photo 1: Fill area "A".



Photo 2: Fill area "B".

G:\160\8000796\1\25_CAD\B-0007961-1_Photo_01-02.dwg
November 28, 2013



FIGURE 1



REPORT PD-2015-003

TO: Mayor and Members of Council

FROM: Chief Building Official

DATE: February 4, 2015

SUBJECT: Site Alteration Agreement
Marc & Andrea Reid – 7827 Wellington Road 36
L04/REI

RECOMMENDATIONS

That Report PD-2015-03 regarding Site Alteration Agreement – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-03 with Marc & Andrea Reid – 7827 Wellington Road 36 upon submission of required securities and the Halton Conservation Authority permit.

DISCUSSION

Purpose

The subject property 7827 Wellington Rd 36 as shown on Schedule “A” and “B” attached to this Report is an agricultural property that is an active farm. The owners of the property wish to import fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. The site is located on the south side of Wellington Rd 36 and west side of Concession Rd 11; with a legal description of Part lot 31 Concession 10. It has a lot area of approximately 39.2 Hectares.

The applicants are requesting Council to enter into a Site Alteration Agreement attached as Schedule “C” to authorize the Chief Building Official to proceed with issuing a Site Alteration Permit.

Background

The applicants sought to obtain a site alteration permit for the levelling of a farm field in order to improve the efficiency of farming the land. In order to make this necessity fiscally possible the applicant is seeking to import approximately 69,500 m³ of soils.

The amount of proposed imported fill requires in addition to a site alteration permit, that the applicant enter into a Site Alteration Agreement with the Township, where securities are provided to the Township and the agreement is registered on title of the subject property.

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 Conservation, County of Wellington Roads and Planning.

Prior to bringing forward a By-law to Council authorizing the entering into of an agreement the applicant(s) is required to submit securities in a form satisfactory to the Township in the amount of \$100,000.00 and the Halton Conservation Authority Permit.

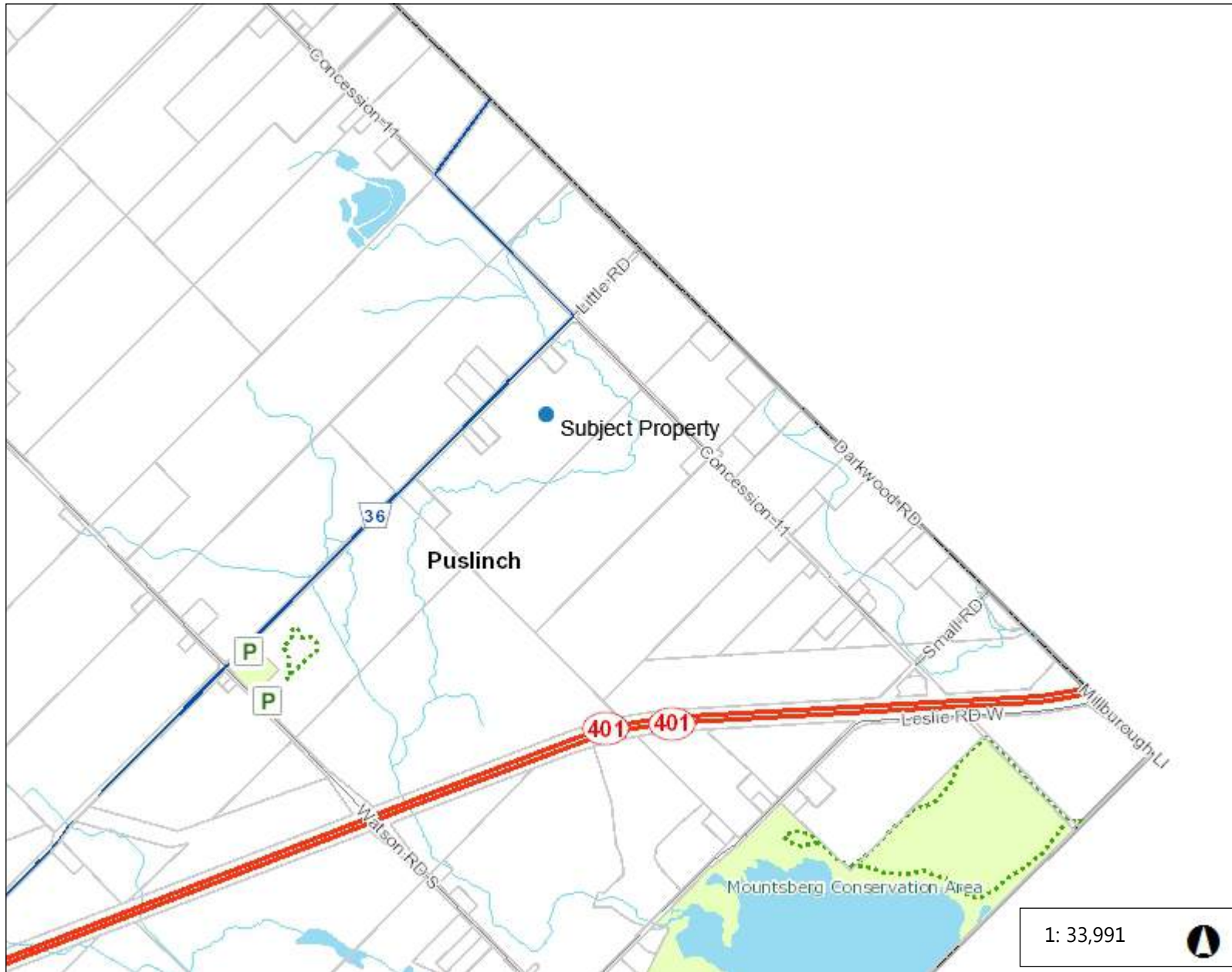
Applicable Legislation and Requirements

Municipal Act, S. O. 2001, Section 142, as amended
Township of Puslinch Zoning By-law 19/85

Site Alteration By-law 31/12 – Excerpts of By-law 31/12 are attached as Schedule "D" to this Report to outline the application and document submission requirements.

Attachments

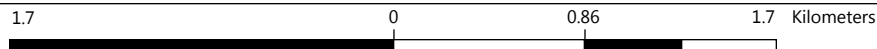
Key Map – Schedule A
Aerial photograph – Schedule B
Agreement – Schedule C
Excerpts of By-law 31/12 – Schedule D



Legend

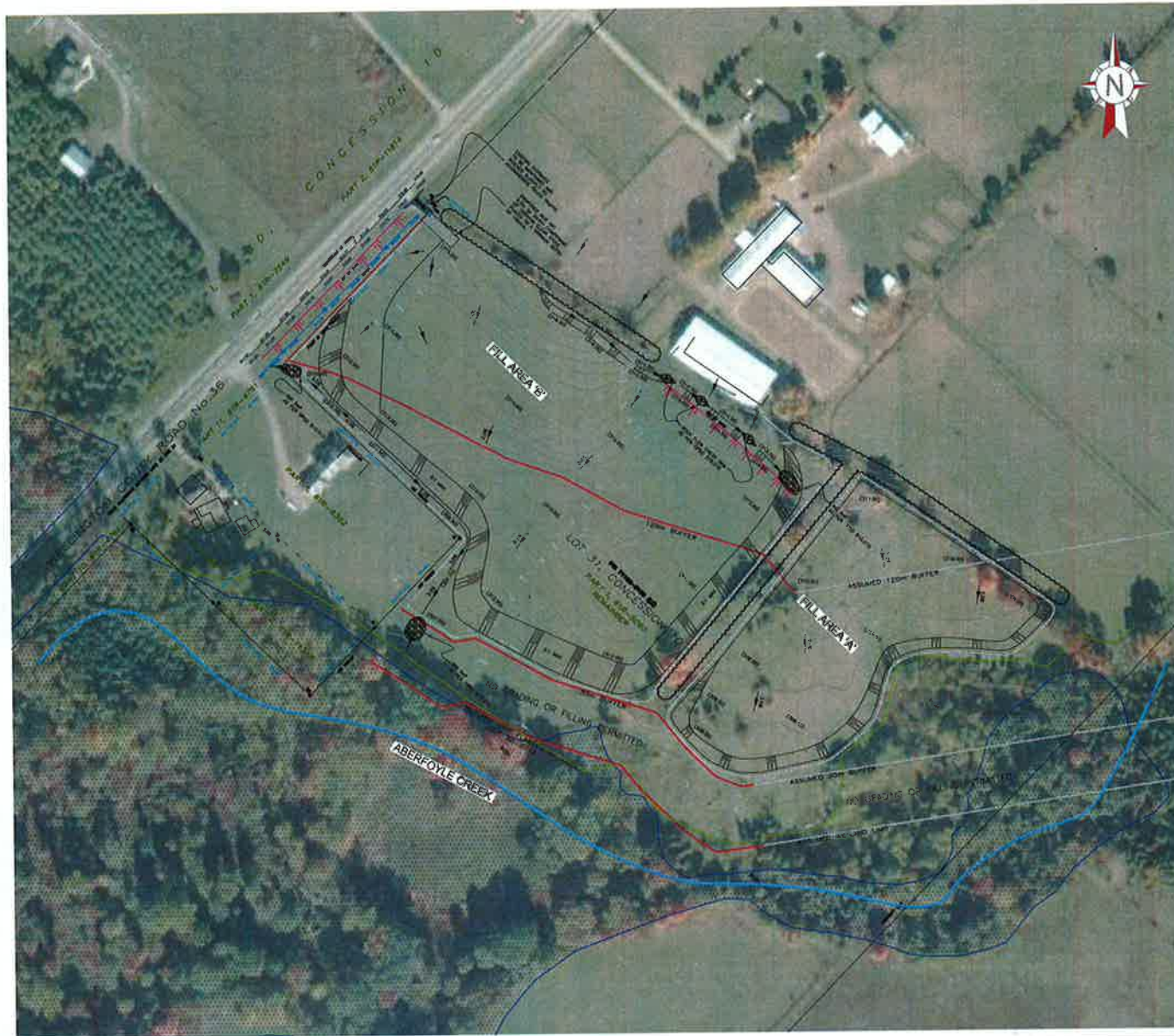
- Propane Tank
- Propane Hazard Area
- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Roads - Small Scale
 - Local Road
 - County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

1: 33,991



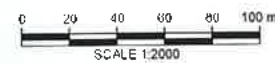
Notes

10 cm
5
0



LEGEND

- - - APPROXIMATE SITE BOUNDARY
- WETLANDS (NRVIS)



NOTES:

- 1-REFERENCES: VAN HARTEN SURVEYING INC., Grading Plan, Project No: 21549-13 2013-11-28.
- 2-REFERENCES: GRAND RIVER CONSERVATION AUTHORITY, Natural Resources and Values Information System (NRVIS) Delineated Wetlands, Retrieved 2013-11-28.
- 3-REFERENCES: GOOGLE EARTH, Aerial Photograph, Retrieved 2013-11-28.
- 4-Drawing scale may be distorted due to file conversion and/or copying. Measurements taken from the drawing must be verified in the field.

<p>Report</p> <h2 style="margin: 0;">Hydrological Assessment</h2> <p style="font-size: small; margin: 0;">5-17 Wellington Ave, St. Catharines, Ontario</p>
<p>Title</p> <h3 style="margin: 0;">SITE PLAN</h3>

		<p>LVM inc. 333, Bridge Street East Wellington (Ontario) L2M 2Y3 Telephone : 519 241 1313 Fax : 519 241 3422</p>	
<p>Prepared A. Higgins Drawn A. Higgins Checked C. Helmer</p>	<p>Discipline: HYDROGEOLOGY Scale: 1:2000 Date: 2013-11-28</p>	<p>Project manager C. Helmer</p>	<p>Sequence no. 02 of 02</p>
<p>M. Dept. Project 160 B-0007961-1</p>	<p>Disc. Plug-in Rev. HD 002 00</p>		

G:\160007961\160_0007961-1_DWG002.DWG

10 cm

5

4

3

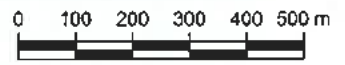
2

1

0



NOTES :
 1-REFERENCES : Google Map (2013).



SCALE 1:12500

G:\160\0007961\25_CAD\B-0007961-1_DWG01.DWG

Project

Hydrological Assessment

7627 Wellington Road 36, Mo/Tal, Ontario

Title

LOCATION PLAN



LVM inc.

353, Bridge Street East
 Kitchener (Ontario) N2K 2Y5
 Telephone : 519.741.1313
 Fax : 519.741.5422

Prepared **A.Higgins**
 Drawn **A.Higgins**
 Checked **C.Helmer**

Discipline **HYDROGEOLOGY**
 Scale **1 : 12500**
 Date **2013-11-28**

Project manager
C.Helmer
 Sequence no.
01 of 02

M. dept. Project
160

B-0007961-1

Disc. Dwg no. Rcv.
HD 001 00

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

I N D E X

	Page No.
ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT	3
1.1 Legal description	3
ARTICLE 2 - IDENTIFICATION OF PLAN(S)	3
2.1 Approved plan(s)	3
2.2 Filing of plan(s)	3
ARTICLE 3 - SPECIAL REQUIREMENTS	3
3.1 Additional requirements and provisions	3
ARTICLE 4 - IMPLEMENTATION OF PLAN(S)	4
4.1 Owner's covenant to implement plan(s)	4
4.2 Township's right of entry	4
4.3 Stop work orders	4
4.4 Notice to comply	4
ARTICLE 5 - FINANCIAL ASSURANCES	4
5.1 Security requirement - public lands	4
5.2 Security requirement - subject lands	4
5.3 Township's right to draw upon security	4
5.4 Release of Security	4
5.5 Township's Expenses	5
ARTICLE 6 - INDEMNIFICATION	5
6.1 Owner's agreement to indemnify	5
ARTICLE 7 - LIABILITY INSURANCE	5
7.1 When liability insurance required	5
ARTICLE 8 - TIME LIMITS FOR COMPLETION	5
8.1 Consequences of delay	5
8.2 Phasing of Site Alteration Works	5
ARTICLE 9 - MAINTENANCE OBLIGATIONS	5
9.1 General covenant to maintain and repair	5
9.2 Specific maintenance obligations	5
ARTICLE 10 - REGISTRATION OF AGREEMENT	6
10.1 Registration prior to permit issuance	6
ARTICLE 11 - GENERAL PROVISIONS	6
11.1 Notices	6
11.2 Township costs recoverable like taxes	6
11.3 Waiver	6
11.4 Covenants as restrictive covenants	6
11.5 No permit if money owed to Township	6
11.6 Number and Gender	6
11.7 Headings and Index	6
11.8 No assignment without consent	7
11.9 Ultra vires terms	7
11.10 Owner's acceptance of agreement	7
11.11 Enurement	7
SCHEDULE "A" Description of Lands	8
SCHEDULE "B" Description of Approved Plan(s)	9
SCHEDULE "C" Additional Requirements	10
SCHEDULE "D" Financial Securities	21

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2015, pursuant to Section 41 of the Planning Act, R.S.O. 1990, 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 -

MARC REID AND ANDREA REID
(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: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

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:



Marc Reid

per:



Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

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. inspection 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.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

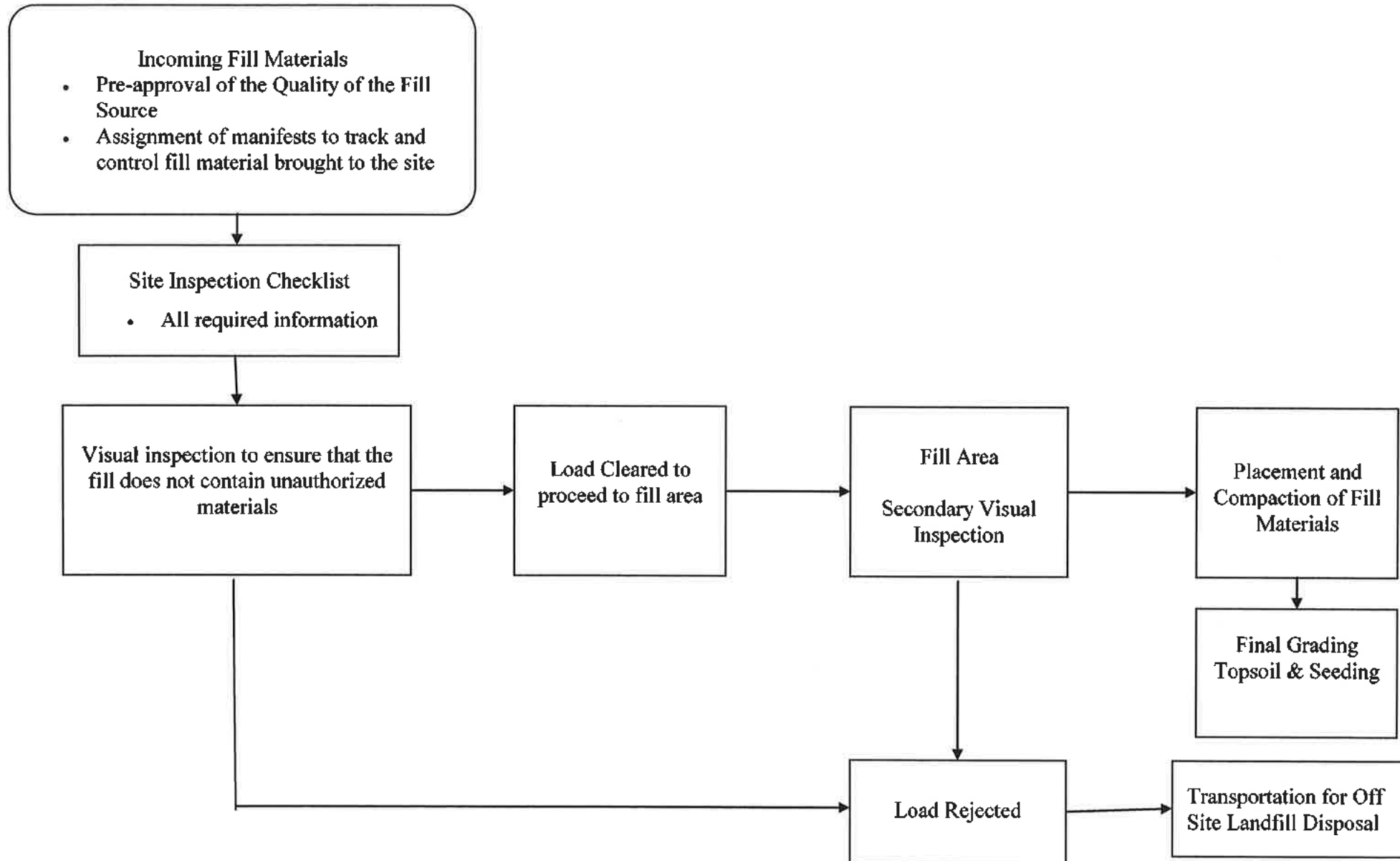
Operational Standards

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 placement of clean fill material 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. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. 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.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

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

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u>		<u>No. of Loads:</u>	<u>Quantity:</u>
Company: _____			m ³
Truck No: _____			
Driver's Name: _____		ACCEPTED	REJECTED
<u>Source Information:</u>		<u>Report Provided at Source:</u>	<u>Type of Fill:</u> <i>(Check appropriate box)</i>
Address: _____ _____ _____		YES NO	RESIDENTIAL
			INDUSTRIAL
			AGRICULTURAL
<u>Visual Inspection Report:</u>		<u>Load(s) Contains Clean Fill</u>	
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

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 or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement 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 \$100,000.00 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 in the form of an unconditional irrevocable Letter of Credit.
 - 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		\$100,000.00
B.	Township Roadways (Min.)		<u>\$ 1,000.00</u>
		TOTAL DEPOSIT	\$101,000.00
C.	Municipal Service Fees		
	•	Fee based upon quantity of fill material imported.	

evaluation procedures established by the Ministry of Natural Resources, as amended from time to time.

- 30) "Work Order" means an Order issued under section 24 of this by-law.

PLACING/DUMPING FILL, ALTERING GRADE, REMOVAL OR TOPSOIL

2. Other than in an approved landfill Site, no Person shall Place or Dump, or cause or permit the Placing or Dumping of Fill on, nor alter or cause or permit the Alteration of the Grade of any land in the Township of Puslinch, nor remove or cause or permit the removal of any Topsoil from any land in the Township of Puslinch, including any land which are submerged under any watercourse or other body of water, without having first obtained a site alteration Permit issued by the Chief Building Official.

All imported fill and soils regraded or distributed on any lands shall not have any chemical qualities or compounds that are greater than the native material on the site. There shall be no degradation of existing soil quality and groundwater quality as a result of the site alteration.

APPLICATION REQUIREMENTS

3. An application for a site alteration Permit is not considered to be complete until all of the following are submitted to the satisfaction of the Chief Building Official;
- 1) a complete application in the form attached hereto as Schedule "A" which form may be amended from time to time by the Chief Building Official;
 - 2) the prescribed fee for a site alteration Permit as established from time to time by Council and detailed in Schedule "C" to this by-law;
 - 3) a control plan, the requirements of which are set out in section 5 of this by-law;
 - 4) a plan showing the design details to proper scale of any Retaining Wall that the applicant proposes or that may be required by the Chief Building Official and/or is a requirement of the Ontario Building Code including the dimensions thereof and any materials to be used in construction of any such Retaining Wall;
 - 5) security in a form and amount to be determined in accordance with Schedule "C" to this by-law, to secure performance of the applicant's obligations under this by-law and any Permit that is issued;
 - 6) any required Permit or approval by any external agency e.g. Grand River Conservation, Ministry of Transportation, Ministry of Natural Resources, etc.
 - 7) any required report by the Township of Puslinch or external agency including but not limited to archaeological report, vegetation analysis, chemical soil analysis, chemical groundwater analysis, hydrogeological reports, traffic report, noise study, environmental impact assessment, final rehabilitation plan, or geotechnical report; and
 - 8) proof of permission, in writing, from all property owners that will be receiving Fill generated in accordance with the Permit.
 - 9) Proof from an accredited laboratory that any fill being imported to the site complies with the clean fill parameters as set out in Table 1 of the Ontario Regulation 153/04 as amended.

Should the fill material contain elements or compounds that naturally exceed the parameters within Table 1 of Ontario Reg. 153/04, as amended, the applicant shall also obtain a certificate from a qualified professional attesting that the fill material is not considered to be a detrimental source of contamination to the environment in its new location.

4. An applicant shall not submit or cause or permit an application for a Permit to be submitted to the Township that is misleading or contains false information. Where it is revealed that the applicant for a Permit contained misleading or false information, the said Permit may be revoked by the Chief Building Official and the Permit Holder shall forthwith cease all work which was the subject of the revoked Permit.

CONTROL PLANS AND DOCUMENTS

5.1 A control plan(s) required to be submitted as part of any application for a Permit pursuant to this by-law shall include, among other things, the following:

- 1) a key map showing the location of the Site;
- 2) the Site boundaries and number of hectares of the Site;
- 3) the use of the Site and the location and use of the buildings and other structures adjacent to the Site;
- 4) the location, dimensions and use of existing and proposed buildings and other structures existing or proposed to be erected on the Site;
- 5) the location of lakes, streams, wetlands, channels, ditches, other watercourses and other bodies of water on the Site and within thirty (30) metres beyond the Site boundary;
- 6) the location of the predominant Soil types;
- 7) the location size, species and condition of all trees 100 mm in diameter or greater, including their dripline, and the composite dripline of all other Vegetation;
- 8) the location of driveways on the lands and all easements and rights-of-way over, under, across or through the Site;
- 9) the location and dimensions of any existing and proposed storm water Drainage systems and natural Drainage patterns on the Site and within thirty (30) metres of the Site boundaries;
- 10) the location and dimensions of utilities, structures, roads, highways and paving;
- 11) the existing Site topography at a contour interval not to exceed 0.5 metres and to extend a minimum of thirty (30) metres beyond the Site boundaries;
- 12) the Proposed Grade(s) and Drainage system(s) to be used upon completion of the work which is the subject of the Permit;
- 13) the location and dimensions of all proposed work which is the subject of the application for a Permit;
- 14) the location and dimensions of all proposed temporary Topsoil or Fill stockpiles;
- 15) the location, dimensions, design details and specifications of all work which is the subject of the application including all Site siltation control measures or Retaining Walls necessary to meet the requirements of this by-law and the estimated cost of the same;
- 16) a schedule of the anticipated starting and completion dates of all proposed work which is the subject of the application for a Permit, including the installation of construction Site control measures needed to meet the requirements of this by-law;
- 17) a list of the type of equipment and machinery that will be used during the site alteration process including the expected days and times of operation;
- 18) provisions for the maintenance of construction Site Erosion and Dust Control measures during construction and after as required;
- 19) typical notes on the final rehabilitation plan to indicate the final ground cover materials, type and size of plantings, depth of topsoil, tree removals or tree protection measures;
- 20) proposed site access location(s) and haul route(s) to and within the property;
- 21) a description of the proposed Fill;
- 22) the scale of drawing, either 1:500 or 1:1000;
- 23) operational procedures manual; and
- 24) any other information as deemed necessary by the Chief Building Official

5.2 Where greater than 1000 m³ of fill is being dumped or where the resulting proposed grade will be greater than 3 metres above or below adjacent existing grade or where site alteration occurs on an area greater than 0.5 hectares, the owner shall complete in addition to all the information set out in Section 5.1, the execution of an agreement with the Township approved by the Council whereby the owner has agreed to the following:

- 1) to retain a qualified engineer or environmental consultant approved by the *Chief Building Official* who is responsible for ensuring that the *site alteration* is in accordance with reasonable engineering and environmental practices; is in accordance with the protocol attached as Schedule "B" to this by-law, and is in accordance with the plans submitted for the permit;
 - 2) to undertake the *site alteration* in accordance with subsection 5.2.(1).
 - 3) to require the environmental consultant to report in writing on a regular basis that the *placing and dumping of fill* is in accordance with clause 5.2.(1);
 - 4) to require that the *site alteration* be completed by a specified date;
 - 5) not to contaminate the natural environment and to abide by all applicable environmental laws and regulations;
 - 6) to provide a report from the qualified Engineer or Environmental Consultant referred to in clause 5.2.(1) that he/she is satisfied that the *placing or dumping* will not result in:
 - (i) *Soil erosion*;
 - (ii) *Blockage of a watercourse*;
 - (iii) *Siltation in a watercourse*;
 - (iv) *Pollution of a watercourse*;
 - (v) *Flooding or ponding on abutting lands*;
 - (vi) *Flooding or ponding caused by a watercourse overflowing its banks*;
 - (vii) *A detrimental effect on any trees of a caliper of one hundred (100) millimetres or more located on the lands*;
 - (viii) *Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats*;
 - (ix) *Unauthorized injury or destruction of trees protected under by-laws of the Township or County of Wellington*;
 - 7) to provide security in accordance with Schedule "C" to be used to remedy any breach of the by-law or agreement and to indemnify the *Township* for any liability, costs, damages or losses incurred directly or indirectly caused by the issuing of a permit;
6. Every control plan accompanying an application for a Permit under this by-law must be stamped by a Professional Engineer who is licensed to practice in the Province of Ontario or any other qualified Person approved by the Chief Building Official.
7. Notwithstanding any other provisions of this by-law, the Chief Building Official may waive the requirement for a Control Plan or any part thereof, and/or may reduce the fee for a Permit under this by-law, after taking into consideration the proposed works, the anticipated impact on the Site and the surrounding environment.

ISSUANCE OF PERMIT

8. The Chief Building Official may issue a site alteration Permit where;
- 1) the Chief Building Official is satisfied that the Applicant has complied or will comply with all requirements of this by-law;
 - 2) the Chief Building Official is satisfied that the Proposed Grade and resulting Drainage pattern, the proposed design of any Retaining Wall, the type of Fill proposed to be used, if any, and the proposed method of the Placing and Dumping of Fill, altering of the Grade, or removing of Topsoil, are all in accordance with proper engineering standards and practice, and compliant with the Ontario Building Code.
 - 3) the Chief Building Official is satisfied with any Fill to be used as defined in this by-law and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage and/or contaminants;
 - 4) the Chief Building Official is satisfied that the proposed Placing or Dumping of Fill, altering of the Grade or removing of Topsoil, will not result in:
 - i. Erosion;
 - ii. blockage of watercourse;



REPORT PD-2015-05

INFORMATION REPORT

FROM: Robert Kelly, Chief Building Official

DATE: February 26, 2015

SUBJECT: Public Meeting – Site Alteration Application File L04/REI
Marc & Andrea Reid – 7827 Wellington Road 36
File L04/REI

BACKGROUND:

1. Purpose of Report

This report is to advise Council and the Public of the application for a Site Alteration Permit located at 7827 Wellington Road 36.

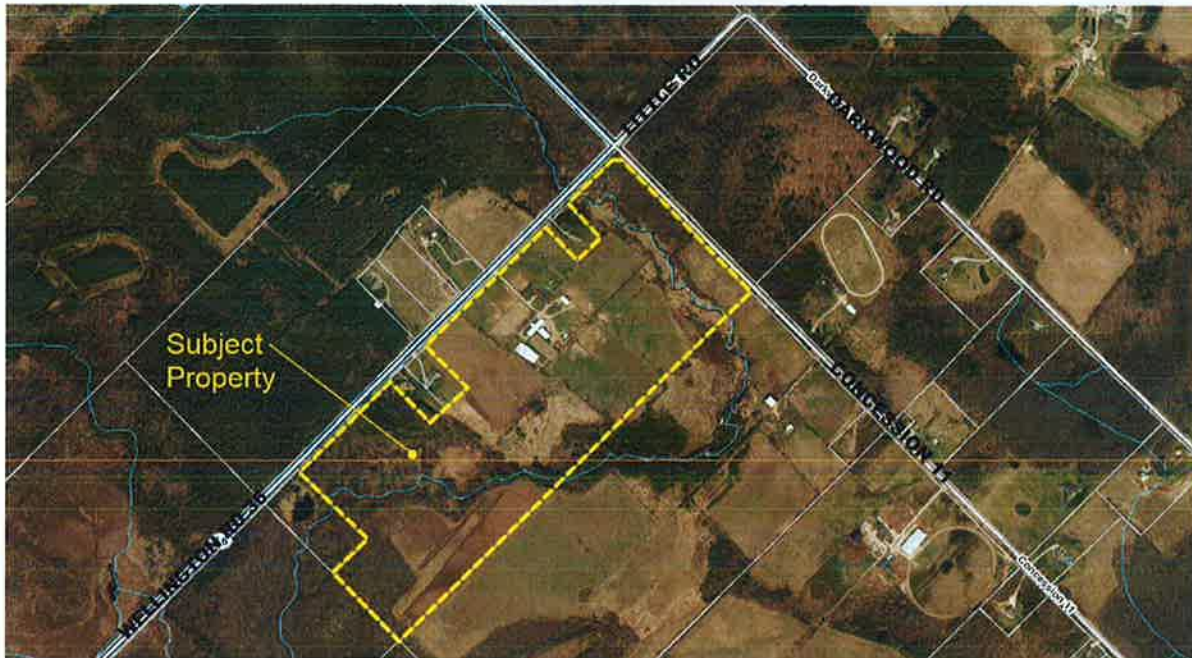
2. Application

The proposed application seeks to import approximately 69,500 m³ of fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields.

The amount of fill subject to the permit issued by Halton Conservation is approximately 54,349 m³. The remaining 15,135 m³ falls outside the regulatory limits of Halton Conservation and is subject to the Township's Site Alteration By-law requirements.

3. Location & Site Characteristics

The subject site, known municipally as 7827 Wellington Road 36, is located on the south side of Wellington Road 36, west of Concession Road 11 and is legally described as Part Lot 31, Concession 10 (see photos below). The parcel is approximately 39.2 ha and is zoned Agricultural. The location is surrounded by existing rural residential and agricultural parcels.



APPLICATION CHRONOLOGY:

1. Application

An application was filed on October 2, 2013 in accordance with By-law 31/12.

2. Notice:

May 2013 started working with Halton Conservation on this file to delineate jurisdictional boundaries and for information sharing.

October 7, 2013: Notice of the application was sent to Township's Engineers and Hydrogeologist.

December 2, 2013: Notice of the application was sent to the Township's consultant GWS Ecological & Forestry Services.

June 12, 2014: Notice of the application was sent to the County of Wellington Roads Division.

February 4, 2015: Report PD-2015-03 recommending that Council enact a By-law to authorize the entering into of an agreement as outlined in Report PD-2015-03 was listed on the Council agenda.

February 4, 2015: Council passed resolution 2015-053 referring the matter back to staff for a public meeting to be held on March 11, 2015 at 7:00 p.m. due to concerns received by residents at the February 4, 2015 Council Meeting.

February 19, 2015: Staff circulated notice regarding the Public Meeting to be held on March 11, 2015 at 7:00 p.m. to property owners within 120 metres of the subject property and posted notice on the Township's website.

March 11, 2015: Public Meeting to be held at Township of Puslinch Municipal Complex.

3. Staff, Agency & Public Circulation Comments:

The application was circulated for review to the Township's consultants and External Agencies for comments.

The County of Wellington stated the applicant would have to apply for an Entrance Permit for the proposed widening, and the entrance is to be paved with hot mix asphalt from property line to edge of pavement. Entrance permit no. 31-09-14 was issued by the County on August 26, 2014 and is attached as Attachment "A".

Halton Conservation issued Permit No. 4758 on February 4, 2015. A copy of Permit 4758 is attached as Attachment "B".

The Township's consultants have provided comments and are satisfied the terms and conditions of the By-law have been met.

The Township has received comments from the public. Public comments are attached as Attachment "C".

APPLICABLE LEGISLATION & REQUIREMENTS:

1. Site Alteration By-law

The Site Alteration By-law requires the applicant to obtain a permit and enter into an agreement with the Township prior to importing any fill on the lands subject to a Township permit.

Clean Fill Project Control Plan

As required, a clean fill project control plan initially dated November 6, 2014 and with a revised date of February 13, 2015 has been submitted and forms part of the Site Alteration Agreement attached as Attachment "D" and "E" respectively and requires:

- The applicant(s) to retain a qualified person that meets the requirements set out in O Reg 153/01 to provide professional environmental engineering oversight of the project. Derek J. Maat M.A. Sc., P.Eng has been retained.

Groundwater Monitoring Program

Three (3) groundwater monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. Two base line samples have been collected by the owner and will be submitted to the Township for reference. The monitoring frequency as outlined in the Control Plan may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. However, the Township has the right to request any testing at any time. Monitoring of the wells will continue for two years following closure of filling operations.

Clean Fill Acceptance Standards

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at this site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use - Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04, as amended.

Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating the material is not likely a source of contamination before the clean fill can be received at the site and be submitted to the Township prior to placement of the fill. (Section 3 (9) of By-law)

Procedure for Screening Proposed Clean Fill Sources for Approval

Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:

- a. A Phase I ESA and/or Phase II ESA indicating that the soil at the source site meets the Clean Fill Acceptance Standards
- b. A signed letter by a Qualified Person along with supporting documents confirming that all the soil designated for disposal from the source site meets the Clean Fill Acceptance Standards
- c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards

A Qualified Person (QP) retained by Reid will review the documents provided by the source site. If the documents from the source site are not stamped by a third party QP and/or in the opinion of the QP retained by Reid, do not adequately characterize the soil, the QP retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed for the source site. The Reid QP will consult with the Township Peer Reviewer when determining the number of samples. If the source site is recommended for approval by the QP, the clean fill will be accepted.

Reporting – Fill placed on site

1. On a quarterly basis, the QP will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit samples to be submitted to the Township quarterly.
3. If an audit sample is found to exceed the clean fill acceptance standards for the site, the Township and the source site responsible will be notified. The QP will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

Ticket Process for Tracking Load of Clean Fill

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

Truck Traffic Control

The site entrance will be constructed to comply with Wellington County Entrance Permit requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent (machine operator) that will be located a minimum distance of 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent (machine operator) will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate rumble strips each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud or soil from the truck tires and to prevent it from being deposited on the street.

Sedimentation and Erosion Control

Erosion and sedimentation control fencing (silt fencing) will be placed at all site boundaries where natural and or constructed topography would direct surface water flow off of the site as per the attached Grading Plan.

The site will be inspected daily by the operator (machine operator) and monthly by the QP to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition.

The site will be operated such that the placing of fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse
- flooding or ponding of abutting lands
- flooding or ponding caused by a swale, ditch drainage or watercourse overflowing its banks

Dust

Dust control will be provided on an as required basis through the use of a water truck.

Operating Hours

Monday to Friday 7:00 a.m. to 7:00 p.m.

Saturday 7:00 a.m. to 1:00 p.m.
Excluding Holidays

Truck Route

The Truck Route Map prepared by Maat Environmental Engineering Corp dated December 8, 2014 is attached as Attachment "F".

The route is Highway 401 to County Road 46 to County Road 36.

Estimated Start and Completion Dates

The permit is valid from the date of issuance for a period of one year. The permit can be extended for an additional period of one (1) year.

Site Closure and Restoration

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is as outlined in the Site Plan attached as Attachment "G". At site closure, all land at the site will either be farmed or will be seeded. Seed mix will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

Securities

In order to guarantee that the works will be completed in accordance with the approved plans and documents, we typically consider the overall "value" of the work in determining security amounts. In this instance, the site work guarantee amount of \$100,000 is sufficient to guarantee the works.

The applicant has submitted securities in the amount of \$100,000.00 in the form of an irrevocable letter of credit.

Insurance

Insurance has been provided naming the Township and County as an additional insured.

ATTACHMENTS

- A Entrance Permit - County
- B Halton Conservation Permit
- C Public Comments
- D Site Control Plan
- E Agreement
- F Truck Route Map
- G Site Plans

Response to Public Comments

1. **Q** - On page 13 of Report PD-2015-003 under "Truck Haul Route" it refers to a map as described in Schedule B. Referring to Schedule "B", page 9, column 1, row 4 it says NA.

R - Refer to Attachment "F" for a copy of the map identifying the Truck Haul Route. The NA in the agreement is for the purpose of noting the map is not identified by a drawing number.

2. **Q** - On page 3 of By-law 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule "B" on page 9, column 1, row 3, it says NA.

R - Refer to Attachment "D" for a copy of the Site Control Plan. The NA in the agreement is for the purpose of noting the Site Control Plan is not identified by a drawing number.

3. **Q** - Also, under "Application Requirement", section 3, subsection 7 are the following:
 - a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.

R - The Township determined that an Archaeological Report is not required.

- b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals, mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAH's (poly aromatic hydrocarbons).

R - Two base line samples have been collected by the owner and will be submitted to the Township for reference upon execution of the agreement.

- c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property and under subsection 9, "Proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.

R - With regard to the matter of noise, the Township does not require the completion of a noise study as the hours of operation are in keeping with the Township's noise by-law.

Hours of Operation

Monday to Friday	7:00 a.m. to 7:00 p.m.
Saturday	7:00 a.m. to 1:00 p.m.
Excluding Holidays	

Noise By-law

The Noise By-law prohibits the operation of equipment between 9:00 p.m. and 7:00 am.

With regard to proof of an accredited laboratory, the proponent as outlined in the by-law, agreement and the control plan is required to retain a qualified person being a qualified engineer or environmental consultant. The proponent has retained Derek J. Maat M.A. Sc., P.Eng.

4. **Q** - On page 4 of By-law 31/12, section 5.1:
- a. Subsection 17, a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
 - b. Subsection 23, an operation's manual.

R - The applicant has advised that the following equipment will be used:

- Bulldozer
- Backhoe/Excavator
- Dump Trucks
- Sheep's foot packer

The applicant has submitted a Control Plan to the satisfaction of the Township refer to Attachment "D".

5. **Q** - Is security in the amount \$100,000.00 sufficient?

R - The Township passed the Site Alteration By-law in 2012 and determined the appropriate amount of securities to be posted at \$100,000.00. Refer to page 7 of the Report.
The applicant has submitted the securities as required.

6. **Q** – Where is the fill coming from? And is every load being tested for potential contaminants?

R – Source sites are approved by a Qualified Person as noted on page 3 of the the Report.

7. **Q** – What is the logical and practical purpose of this fill being dumped.

R – The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields. Refer to Page 1 under Application.

8. **Q** – What is the ongoing accountability of the parties involved ie landowner, broker, contractor if local water and precious significant wetlands become affected

R – Refer to pages 3 – 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting – Fill placed on site and Ticket Process for Tracking Load of Clean Fill.

Ongoing accountability is achieved through the entering into of an agreement with the owner that implements a groundwater monitoring program and the posting of securities for a period of time beyond the completion date.

9. **Q** – What environmental impact studies have been done, if any and by whom?

R – The applicant has completed two base line samples to be submitted to the Township for reference. Refer to pages 3 – 5 of the Report for the Clean Fill Project Control Plan, Groundwater Monitoring Program, Clean Fill Acceptance Standards, Procedure for Screening Proposed Clean Fill Sources for Approval, Reporting – Fill placed on site and Ticket Process for Tracking Load of Clean Fill

10. **Q** – Who is responsible for the post road condition repair?

R – The road authority having jurisdiction over the road is responsible for its repair.

Insurance has been provided naming the Township and County as an additional insured.

11. **Q** – If permits are issued, for what period?

R – The permit is valid for one year but may be extended for a further one year period.

12. Q – The proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington Rd 36 (lights in Morriston) east 5km to dump site).

R – The By-law does not include a provision to require the completion of a traffic study as the permit is for a temporary period of time.

13. Q – Can this property be restored to agricultural rural land for farm use as it is currently zoned?

R – The subject lands are zoned Agricultural.

14. Q – If approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the Township for the purpose of dumping fill? Instead of paying landowners to dump fill?

R - The Township through the passing of By-law 31/12 as amended has the authority to regulate fill being placed on property within the Township that is not regulated by the Conservation Authority. The Township has no authority or jurisdiction over the purchase and sale of land.

15. Q – Is the current by-law designed to stop or curtail operations of fill dump sites within our Township?

R – The purpose of the Township By-law in accordance with the Municipal Act is to:

- **prohibit or regulate the placing or dumping of fill;**
- **prohibit or regulate the removal of topsoil;**
- **prohibit or regulate the alteration of the grade of the land;**
- **require that a permit be obtained for the placing or dumping of fill, the removal of topsoil or the alteration of the grade of the land;**
- **impose conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of topsoil and the rehabilitation of the site.**

ATTN: PASQUALE COSTANZO



County of Wellington
Engineering Services Department
Roads Division
74 Woolwich Street
Guelph, Ontario N1R 3T9
Phone: (519) 837-2601
Fax: (519) 837-8138

Permit No. 21-09-14

1772553 ONT. INC
CONTRACTOR: CLEARWELL SITE.COM
JAY - 416-585-9249

ENTRANCE PERMIT

OWNER/APPLICANT

Name: MARC REID Address: 7827 WELLINGTON RD 36
City/Town: POULINCH Postal Code: L0P-1J0
Phone: [REDACTED] Fax: _____

To construct a TEMP ENTRANCE entrance.
(field, farm, residential, temporary, reclassification, alteration, commercial, industrial, institutional, public, emergency)

Lot: 7827 Concession: WELLINGTON Township: POULINCH
Or _____

Street No.: _____ Street: _____ Town/Village: _____

Wellington County Road No. 36 please enclose a sketch of drawing on the back of this application showing the location and size of your property; also show your proposed location for your entrance (see Figure 5.0 for example sketch in Entrance Policy). Please mark the location of the entrance with a **PROPOSED ENTRANCE** sign or entrance will not be approved.

Date of Application: AUG 26/14 Signature: [Signature]

Severance applied for? Yes No Severance Number: _____

Requirements for Entrance - OFFICE USE ONLY

Top Width: 9m Surface Type: GRAVEL
 Length of Pipe: 12m Diameter of Pipe: 450mm Thickness of Pipe: 1.6mm
 Application Fee Paid: \$100 Deposit Paid: \$500
 Special Conditions: ENTRANCE MUST BE REMOVED ONCE THE IN-FILL PROJECT IS COMPLETED.
 Date of Issue: _____ For: County Engineer [Signature]
 County Road No.: 36 Maintenance Area: 1 Section Forman MIKE CUSHING

Payment Required: (Options: Cash - Cheque - Credit Card)

Classification of Entrance	Permit Fee	Refundable Deposit**	Total
Field, Farm, Residential, Temporary, Reclassification, Alteration	\$ 100	\$ 500	\$ 600
Commercial, Industrial, Institutional	\$ 250	\$ 1,000 min.	\$ 1250 min
Public, Private, Emergency Road	\$ 500	\$ 1,000 min	\$ 1500 min

**Refund upon approval of the entrance installation, less amount expended by the County to bring entrance to County standards. Where the entrance has not been constructed and the permit is cancelled, the refundable deposit shall be forfeited. Contact the County for refundable deposit requirements for Commercial, Industrial and Institutional entrances.

CREDIT CARD

VISA [REDACTED] AMOUNT: \$ 600.00

Exp Date _____ Name on Card JAMES FIEGLEY

Authorized Signature [Signature]

4+



Attachment B

2596 Britannia Road West
Burlington, ON L7P 0G3
Telephone: 905 336-1158 Fax: 905 336-6684

PERMIT #: 4758

FILE #: A/15/P/01

PERMIT

IN ACCORDANCE WITH SECTION 3 OF REGULATION 162/06, PERMISSION HAS BEEN GRANTED TO:

Owner's Name: Mark Reid Phone: [REDACTED]
Mailing Address: 7827 Wellington Road 36, Puslinch ON L0P 1J0
Agent/Contractor: 1772853 Ont. Inc. (CleanFillSite.com) Phone: 416-565-9245
5808 Corner Crescent, Mississauga ON L5M 5R5

Property Location: 7827 Wellington Road 36
In the (City, Town, Township) of: Puslinch (Region/County) of: Wellington

This permit is for the purpose of Proposed placement and grading of clean fill between 30 and 120 metres of the Badenoch-Moffat Wetland Complex, a Provincially Significant Wetland (PSW) within the Bronte Creek watershed.

This permit is issued on this 2nd day of February, 2015 Expires: 2nd day of February, 2017

And is subject to the following conditions:

1. That the work to be carried out in accordance with plans submitted on January 15th, 2015 and stamped APPROVED by: Charles Priddle, Coordinator, Regulations Program
2. see reverse
3. **Conservation Halton is to be notified of the date of the commencement of construction. This permit (including drawings stamped approved by Conservation Halton) or a copy thereof, must be posted on the site and be available for inspection.**

Conservation Halton may, at any time, withdraw any permission given under this regulation if, in the opinion of the Conservation Authority, the conditions of the permit are not complied with.

Authorized representatives of Conservation Halton may, at any time, enter lands and buildings, to make any surveys, examinations, investigations, and inspections to ensure that the works authorized by this Permit are being carried out in accordance with the terms of this Permit.

This permit does not preclude any approvals required by any other existing law and regulations.

Authorized by: Barbara Veale on the 4th day of February 2015.
Barbara Veale, Manager, Planning and Regulation Services

1) WHITE: APPLICANT ORIGINAL COPY 2) GREEN: REGULATION OFFICER COPY
3) YELLOW: MUNICIPALITY COPY 4) GOLD: FILE COPY

- 2.
- a) That disturbed areas be stabilized immediately following the completion of construction to the satisfaction of Conservation Halton;
 - b) That effective sediment and erosion control measures be installed prior to starting work, maintained during construction and fully removed once all disturbed areas have been stabilized. That site conditions be monitored and that the sediment and erosion control measures be modified if site conditions warrant it; and
 - c) That excess fill (soil or otherwise) generated from the proposed works shall not be stockpiled or disposed of within any area regulated by Conservation Halton, pursuant to Ontario Regulation 162/06.

Attachment C

Report PD-2015-003

With respect to Report PD-2015-003 on page 2 it says "In accordance with the provisions of Bylaw 31/12, all requirements have been met and reviews completed by the township's consultants and outside agencies including GM Blue Plan, Harden Environmental, GWS, Halton Conservation, County of Wellington Roads and Planning". I disagree with that statement for the following reasons.

1. On page 13 of report PD 2015-003 under "Truck Haul Route" it refers to a map as described in Schedule "B". Referring to Schedule "B", page 9, column 1, row 4 it says NA.
2. On page 3 of bylaw 31/12 under "Application Requirements" section 3, subsection 3 it says "a control plan" is a requirement and referring to Schedule "B" on page 9, column 1, row 3, it says NA.
3. Also under "Application Requirement", section 3, subsection 7) are the following:
 - a. An Archaeological Report. In 1985 the ROM did an archaeological excavation on my property unearthing several artifacts dating to the Woodland period. A report was issued by the ROM.
 - b. Chemical groundwater analysis. Without background data ie before the fill project begins, any contamination going forward could be disputed. Background data should be established for the following, heavy metals; mercury, lead, selenium, cadmium, thorium, beryllium and arsenic, and organic carcinogens such as dioxins and PAH's (poly aromatic hydrocarbons).
 - c. A Noise Study. This fill operation will deploy the use of heavy equipment, thus generating noise and impacting adjacent property owners right to "quiet enjoyment" of their property. and under subsection 9),
"Proof from an accredited laboratory that any fill being imported to the fill site complies with the clean fill parameters as set out in Table 1 of Ontario Regulation 153/04 as amended.
4. On page 4 of bylaw 31/12, section 5.1:
 - a. Subsection 17), a list of equipment and machinery being used during the site alteration process including expected days and hours of operation.
 - b. Subsection 23), an operations manual.

In summary, this report should not be approved for the reasons noted above (and I've only touched on a few) and only approved when ALL of the requirements of bylaw 31/12 have been fulfilled. Also, I am asking council tonight, to pass a motion placing a six month moratorium on accepting any "Site Alteration Permits" for lands designated as an Agricultural Zone in section 5.

PROPOSED AMENDMENTS TO BY-LAW 31/12

1. No lands may be leased, bought or sold, or conveyed by any means for the purpose of:
 - a) creating a commercial dump site,
 - b) a fill operation of any size.
2. Where greater than 1000 cubic meters of fill is to be dumped, the township will:
 - a) hold a public meeting,
 - b) notify, in writing, all residents and landowners within a one mile radius of the proposed dump site,
 - c) notify, in writing, all residents living on the proposed truck haul route,
 - d) conduct with counsel an on site review of the proposed fill plan.
3. No fill of any amount will be dumped in a designated Agricultural Zone as defined in Section 5 unless it is native to and originates within the township.
4. The township may permit fill to originate from outside the township when it is destined for use on lands designated as an Industrial Zone as defined in Section 5 provided that:
 - a) any remuneration or any other form of consideration that would be paid to the landowner either directly or indirectly, be forfeited to the townships Parks and Recreation budget.
5. Notwithstanding anything else contained in this bylaw except for (4) above, no person shall operate a commercial fill operation within the township.
6. No person shall cause, permit or perform a fill operation of any size on any lands that were previously used as a pit or quarry whether licensed or otherwise.

Attachment C

From: dave hamilton

Date: January 21, 2015 at 9:06:11 AM EST

To: Subject: Puslinch-excessive fill dumping

To the residents of Puslinch

It has come to our attention that another fill dumping site has commenced here on Wellington Rd 36 just west of the 11th concession.

According to the plan before council this is to dump approximately 70000 metric tonnes of fill. Roughly calculated at 10m³ per truck this equates to approx 7000 truck loads.

This project has been given the go ahead by Conservation Halton and the work has commenced before any council approval.

Our Concerns,

- 1) where is this fill coming from? And is every load being tested for potential contaminants?
- 2) what is the logical and practical purpose of this fill being dumped?
- 3) what is the ongoing accountability of the parties involved? ie; landowner/broker/contractor if local water and precious significant wetlands become affected
- 4) What environmental impact studies have been done (if any?) and by whom?
- 5) who is responsible for the post road condition and repair?
- 6) if permits are issued, for what period?
- 7) the proximity of the entrance is just over the crest of a blind hill, has there been traffic studies in the interest of Public safety? Has the OPP and MTO done this? The route for truck traffic proposed is south off the 401 to Wellington rd 36(lights in Morriston) east 5km to dump site)
- 8) can this property be restored to agricultural rural land for farm use as it is currently zoned?
- 9) if approved, what measure would be put in place to stop the brokers and or contractors from buying farms in the township for the purpose of dumping fill? Instead of paying landowners to dump fill?
- 10) is the current bylaw designed to stop or curtail operations of fill dump sites within our township?

We recognize and appreciate the need for fill in the township from time to time, and also don't wish for anyone to not be able to enjoy the use of their property however, this appears to be only for financial gain. This area involved appears only to be a couple of acres on the plan with the topographical change in excess of 5m.

This note is to inform the residents of Puslinch that this is a precedent setting issue within our township and time is running out very quickly to voice your concerns to council before approval. This has been an ongoing issue for landowners in the Uxbridge area, and the town of Erin is currently embattled in this now. The GTA is out of fill sites and this will be happening more and more in neighbouring townships in the future and although it's not happening in your front yard now, it soon will be!

Dave Hamilton
Puslinch resident

Pease address your concerns to council ASAP as this is going before council very very soon!!

Attachment D



Reid Property Clean Fill Project

Control Plan

February 13, 2015

Prepared by:

**Maat Environmental Engineering Corp.
1273 North Service Rd E, Unit F2
Oakville ON, L6H 1A7
info@maatenv.com**

Table of Contents

1.0	Introduction	3
2.0	Permit Compliance	3
3.0	Reid Property	3
4.0	Groundwater Monitoring Program	3
5.0	Clean Fill Acceptance Standards	4
6.0	Procedure for Screening Proposed Clean Fill Sources for Approval	4
7.0	Ticket Process for Tracking Loads of Clean Fill	5
8.0	Site Controls	5
8.1	Truck Traffic Control	5
8.2	Sedimentation and Erosion Control	6
9.0	Operating Hours	6
10.0	Site Closure and Restoration	6

1.0 Introduction

This document will serve as the Control Plan that will be followed during the filling of the Reid Property Located at Part Lot 31, Concession 10, Township of Puslinch with clean fill. The purpose of the Plan is to ensure that no material is placed on the property that has the potential to harm the environment and to ensure that there is minimal disruption to the surrounding community. In addition, this Plan is also designed to ensure that the property will be suitable for use by the property owner for agricultural purposes, post filling. The property is owned by Marc and Andrea Reid who operate a farm on the property. This Plan will ensure that the facility is operated in accordance with the Township of Puslinch requirements and will ensure that the operation follows current best management practices.

Marc and Andrea Reid will retain a Qualified Person that meets the requirements set out in O Reg 153/04 to provide professional environmental engineering oversight of the project. Currently Derek J. Maat M.A.Sc., P.Eng. has been retained as the Qualified Person for the Project.

2.0 Permit Compliance

The Reid Property Clean Fill Project will comply with the Corporation of the Township of Puslinch Site Alteration By-Law # 31/12.

3.0 Reid Property

The site is located at Part Lot 31, Concession 10, Township of Puslinch, Ontario. The site is located on Wellington Road No. 36 in Puslinch, just north of Hiway 401 between Concession 11 and Watson Road South. The property is currently used for agricultural purposes. The clean fill operation will increase the agricultural efficiency of the property.

4.0 Groundwater Monitoring Program

Three (3) ground water monitoring wells will be constructed to monitor the impact of the filling operation on local groundwater quality. The wells will be constructed such that the well screens intersect the top of the shallow groundwater table.

The onsite groundwater monitoring wells will initially be sampled quarterly to confirm that the site groundwater is not impacted by the filling of the site. The first ground water sampling event will occur just prior to the start of the fill operation. The monitoring frequency may be reduced on a well by well basis to an annual schedule if no impact is observed above applicable standards to the wells for three consecutive quarters. Monitoring of wells will continue for two years following closure of filling operations. All sampling will be overseen by a Qualified Person and will comply with Ontario Reg. 153 as amended. Following the last sampling event, all groundwater monitoring wells will be decommissioned as per Ontario Reg. 903.

The placement of the fill will be done in such a way that there will be no pooling of water on site at any time and the current natural overland flow of surface water will not be altered. No fill will be placed within a 30 m buffer of the existing wetland, as per the wetland boundaries delineated by the Conservation Authority.

5.0 Clean Fill Acceptance Standards

Only clean topsoil or clean subgrade material will be accepted at the property. All soils will be free of garbage and foreign debris. No construction or demolition waste will be received at the site. At a minimum, the top 0.4 m of fill placed at the site will consist of clean topsoil, suitable for the growing of crops.

All clean fill that is received at the site will comply with Table 1 soil standards in the "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" as included in Ontario Regulation 153/04 as amended (Referred to hereafter as Table 1). Where the concentration of elements or compounds in clean fill requiring disposal naturally exceeds Table 1 standards, a qualified professional must issue a certificate indicating that the material is not likely a source of contamination before the clean fill can be received at the site. A copy of the certificate from the qualified professional and laboratory sample results is to be provided to the Township of Puslinch for review, prior to placement of the fill which naturally exceeds Table 1 Standards.

6.0 Procedure for Screening Proposed Clean Fill Sources for Approval

The following procedure will be used to screen proposed clean fill sources.

1. Each potential clean fill source site will be required to provide one or more of the following documents in order to be deemed a viable source site:
 - a. A Phase I ESA and/or Phase II ESA Indicating that the soil at the source site meets the Clean Fill Acceptance Standards identified in Section 5.
 - b. A signed letter by a Qualified Person (Q.P.) along with supporting documents confirming that all soil designated for disposal from the source site meet the Clean Fill Acceptance Standards identified in Section 5.
 - c. A Record of Site Condition from the source site indicating that the soil meets the Clean Fill Acceptance Standards identified in Section 5.
2. A Qualified Person (Q.P.) retained by Reid Property Clean Fill Project will review the documents provided by the source site. If the documents from the source site are not stamped by a third party Q.P. and/or in the opinion of the Q.P. retained by Reid, do not adequately characterize the soil, the Q.P. retained by Reid will conduct a site visit to the source site to sample and assess the soil. The number of samples obtained will be based on the volume of soil to be removed from the source site. The Reid Q.P. will consult with the Township Peer Reviewer when determining the number of samples. Following the review of the third party Q.P. source documents and/or the additional

sampling results, the Reid Q.P. will provide a recommendation regarding whether or not the site should be approved as a source site.

3. If the source site is recommended for approval by the Q.P., the clean fill will be accepted.

The following procedure will be used to audit the clean fill that is dumped at the site.

1. On a quarterly basis, the Q.P. will obtain a minimum of one audit sample for every 1000 loads of soil received.
2. Audit sampling results will be kept on file and submitted to the municipality on a quarterly basis.
3. Any time an audit soil sample is found to exceed the clean fill acceptance standards for the site, the Town will be notified and the source site responsible for the soil will be notified. The source site will be identified by cross referencing the grid location and soil type of the audit sample with load locations and soil types recorded at the time of dumping. The Q.P. will delineate the substandard soil through additional sampling and the substandard soil will be excavated and returned to the source site.

7.0 Ticket Process for Tracking Loads of Clean Fill

The following ticketing procedure will be used to track individual loads of clean fill.

1. Each approved clean fill source site will be sold truck tickets equal to the estimated amount of clean fill at the source site.
2. Each ticket will be numbered according to coding system that identifies the specific source site, the contractor, the date of the haul and the associated environmental reports.
3. Trucks that do not have a previously issued ticket will not be permitted to dump their load at the site.
4. Each truck load that is dumped will be visually inspected. If the load is deemed to contain unacceptable material it will be reloaded and trucked offsite.
5. The general location of each load that is dumped will be recorded according to a location grid system that will be developed for the site.
6. The ticket information will be maintained in a database and will be available for review at any time by the Township of Puslinch.

8.0 Site Controls

8.1 Truck Traffic Control

The site entrance will be constructed to comply with Township of Puslinch requirements. A gate will be maintained at the entrance and will be closed during non-operating hours to prevent unauthorized

vehicular traffic on the site. Trucks will be required to present their ticket to a ticket agent that will be located a minimum distance 100 m inside the gate to prevent queuing of truck traffic on Wellington County Road 36. The ticket agent will receive the truck ticket and keep a record of its information.

All trucks leaving the site will be required to travel over two separate “rumble strips” each of a minimum distance of 30 m consisting of gabion stone in excess of 100 mm diameter. The rumble strips will be designed to remove any mud/soil from the truck tires and to prevent any mud or dust from being deposited on the street. The street by the entrance to the site will be carefully monitored to ensure it does not become impacted with mud/dust. If impact is noted, the mud dust will be immediately removed by the operator.

8.2 Sedimentation and Erosion Control

Erosion and sedimentation control fencing (silt fence) will be placed at all site boundaries where natural and/or constructed topography would direct surface water flow off of the site as per the attached Grading Plan. The silt fence shall be heavy-duty as per OPDS 219.130. The erosion and sedimentation control measures will comply with the Site Sedimentation and Erosion Control features as shown on the Site Plan. The site will be inspected daily by the operator and monthly by the Q.P. to ensure that all silt fencing and other required sedimentation and erosion control measures are in good and working condition. The site will be operated such that the placing of the fill will not result in:

- soil erosion
- blockage of a swale, ditch, drainage course or watercourse,
- siltation in a swale, ditch, drainage course or watercourse
- pollution of a swale, ditch, drainage course or watercourse,
- flooding or ponding of abutting lands,
- flooding or ponding caused by a swale, ditch drainage course or watercourse overflowing its banks.

Dust control will be provided on an as required basis through the use of a water truck.

9.0 Operating Hours

Under normal operating conditions the site will be open to receive clean fill from 7:00 am to 7:00 pm Monday to Friday and from 7:00 am to 1:00 pm Saturdays, excluding holidays.

10.0 Site Closure and Restoration

Upon completion of filling operations at the site, the entire site will be covered with 0.4 m of topsoil. The final grade of the site is presented in the Site Plan. The site will be graded such that it is suitable for agricultural purposes. At site closure, all land at the site will either be farmed or will be seeded. Seed mix

will consist of grass and wildflower varieties native to the area. Grasses should comprise no more than 30% of the mixture. Care will be taken to ensure that no invasive species are included in the seed mix.

This Plan has been prepared by:

Maat Environmental Engineering Corp.
1273 North Service Rd. E., Unit F2
Oakville, ON L6H 1A7



Feb 15, 2015

Derek J. Maat M.A.Sc., P.Eng. Q.P.
Senior Environmental Engineer

Attachment E (Complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

INDEX

	Page No.
<u>ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT</u>	3
1.1 <u>Legal description</u>	3
<u>ARTICLE 2 - IDENTIFICATION OF PLAN(S)</u>	3
2.1 <u>Approved plan(s)</u>	3
2.2 <u>Filing of plan(s)</u>	3
<u>ARTICLE 3 - SPECIAL REQUIREMENTS</u>	3
3.1 <u>Additional requirements and provisions</u>	3
<u>ARTICLE 4 - IMPLEMENTATION OF PLAN(S)</u>	4
4.1 <u>Owner's covenant to implement plan(s)</u>	4
4.2 <u>Township's right of entry</u>	4
4.3 <u>Stop work orders</u>	4
4.4 <u>Notice to comply</u>	4
<u>ARTICLE 5 - FINANCIAL ASSURANCES</u>	4
5.1 <u>Security requirement - public lands</u>	4
5.2 <u>Security requirement - subject lands</u>	4
5.3 <u>Township's right to draw upon security</u>	4
5.4 <u>Release of Security</u>	4
5.5 <u>Township's Expenses</u>	5
<u>ARTICLE 6 - INDEMNIFICATION</u>	5
6.1 <u>Owner's agreement to indemnify</u>	5
<u>ARTICLE 7 - LIABILITY INSURANCE</u>	5
7.1 <u>When liability insurance required</u>	5
<u>ARTICLE 8 - TIME LIMITS FOR COMPLETION</u>	5
8.1 <u>Consequences of delay</u>	5
8.2 <u>Phasing of Site Alteration Works</u>	5
<u>ARTICLE 9 - MAINTENANCE OBLIGATIONS</u>	5
9.1 <u>General covenant to maintain and repair</u>	5
9.2 <u>Specific maintenance obligations</u>	5
<u>ARTICLE 10 - REGISTRATION OF AGREEMENT</u>	6
10.1 <u>Registration prior to permit issuance</u>	6
<u>ARTICLE 11 - GENERAL PROVISIONS</u>	6
11.1 <u>Notices</u>	6
11.2 <u>Township costs recoverable like taxes</u>	6
11.3 <u>Waiver</u>	6
11.4 <u>Covenants as restrictive covenants</u>	6
11.5 <u>No permit if money owed to Township</u>	6
11.6 <u>Number and Gender</u>	6
11.7 <u>Headings and Index</u>	6
11.8 <u>No assignment without consent</u>	7
11.9 <u>Ultra vires terms</u>	7
11.10 <u>Owner's acceptance of agreement</u>	7
11.11 <u>Enurement</u>	7
SCHEDULE "A" <u>Description of Lands</u>	8
SCHEDULE "B" <u>Description of Approved Plan(s)</u>	9
SCHEDULE "C" <u>Additional Requirements</u>	10
SCHEDULE "D" <u>Financial Securities</u>	21

**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 -

MARC REID AND ANDREA REID
(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: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

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:

Marc Reid

per:

Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

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.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

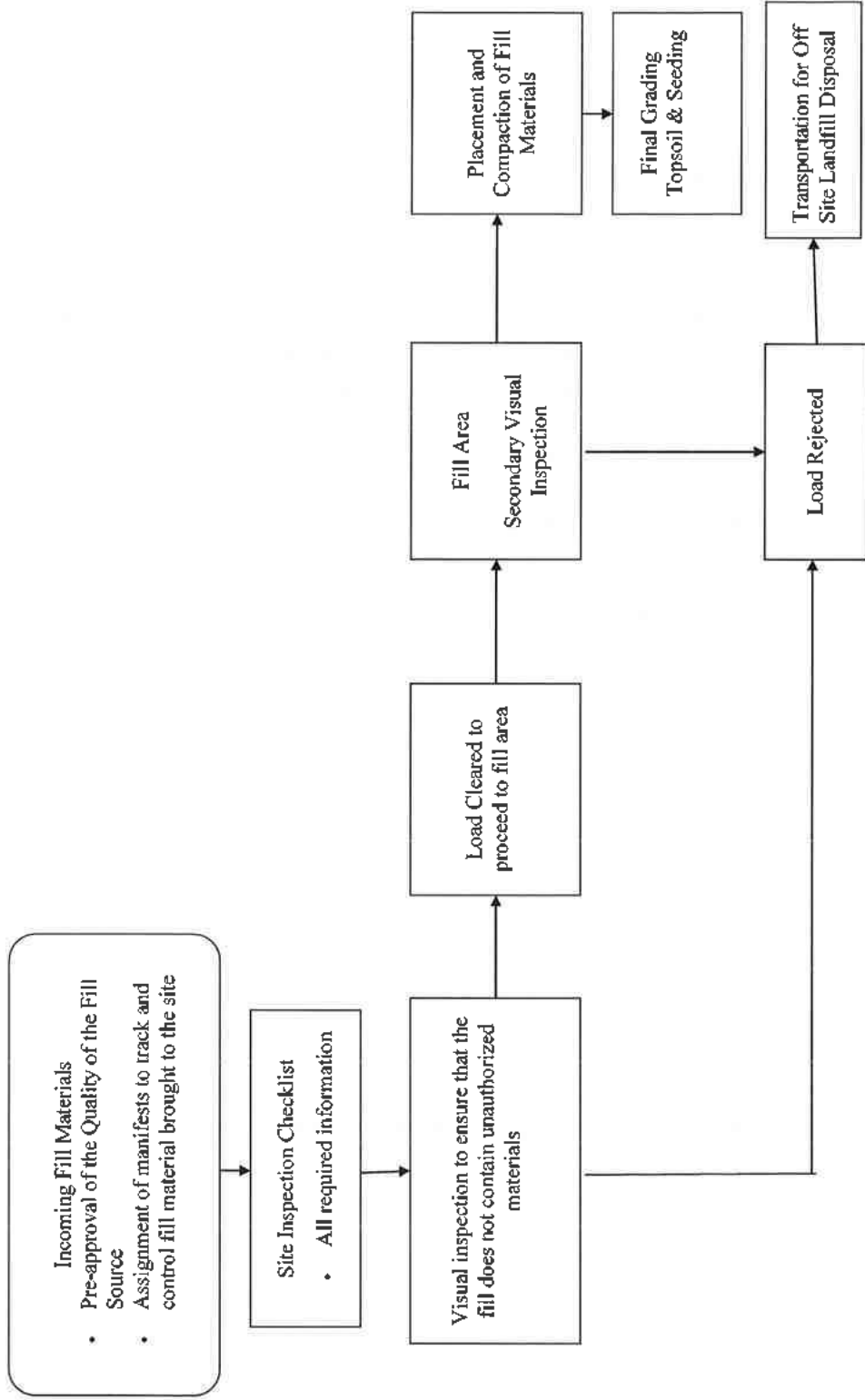
Operational Standards

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 placement of clean fill material 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. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. 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.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

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

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u> Company: _____ Truck No: _____ Driver's Name: _____		<u>No. of Loads:</u>	<u>Quantity:</u> m ³
		ACCEPTED	REJECTED
<u>Source Information:</u> Address: _____		Report Provided at Source:	Type of Fill: (Check appropriate box)
		YES NO	RESIDENTIAL INDUSTRIAL AGRICULTURAL
<u>Visual Inspection Report:</u>		Load(s) Contains	Clean Fill
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
 3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
 4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
 5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
 6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
 7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
 8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.
- c. Standards for Sample Collection and Analysis
1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
 2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
 3. The operator will establish a quality assurance quality control program for groundwater sample collection.
 4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

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 or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement 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 \$100,000.00 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 in the form of an unconditional irrevocable Letter of Credit.
 - 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 as well as Schedule C – Ground Water Monitoring Program have been 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	\$100,000.00
B.	Township Roadways (Min.)	\$ n/a
	TOTAL DEPOSIT	\$100,000.00
C.	Municipal Service Fees	
	• Fee based upon quantity of fill material imported.	

Attachment F



Reid Property Clean Fill Project Truck Route: Hiway 401 to Hiway 6 South to east on Wellington Rd. 36 to 7827 Wellington Rd. 36

(complete and insert Document General Page as Page 1)

**TOWNSHIP OF PUSLINCH
SITE ALTERATION AGREEMENT**

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
- and -
MARC REID AND ANDREA REID

I N D E X

	Page No.
<u>ARTICLE 1 - IDENTIFICATION OF LANDS APPROVED FOR DEVELOPMENT</u>	3
1.1 Legal description.....	3
<u>ARTICLE 2 - IDENTIFICATION OF PLAN(S)</u>	3
2.1 Approved plan(s).....	3
2.2 Filing of plan(s).....	3
<u>ARTICLE 3 - SPECIAL REQUIREMENTS</u>	3
3.1 Additional requirements and provisions.....	3
<u>ARTICLE 4 - IMPLEMENTATION OF PLAN(S)</u>	4
4.1 Owner's covenant to implement plan(s).....	4
4.2 Township's right of entry.....	4
4.3 Stop work orders.....	4
4.4 Notice to comply.....	4
<u>ARTICLE 5 - FINANCIAL ASSURANCES</u>	4
5.1 Security requirement - public lands.....	4
5.2 Security requirement - subject lands.....	4
5.3 Township's right to draw upon security.....	4
5.4 Release of Security.....	4
5.5 Township's Expenses.....	5
<u>ARTICLE 6 - INDEMNIFICATION</u>	5
6.1 Owner's agreement to indemnify.....	5
<u>ARTICLE 7 - LIABILITY INSURANCE</u>	5
7.1 When liability insurance required.....	5
<u>ARTICLE 8 - TIME LIMITS FOR COMPLETION</u>	5
8.1 Consequences of delay.....	5
8.2 Phasing of Site Alteration Works.....	5
<u>ARTICLE 9 - MAINTENANCE OBLIGATIONS</u>	5
9.1 General covenant to maintain and repair.....	5
9.2 Specific maintenance obligations.....	5
<u>ARTICLE 10 - REGISTRATION OF AGREEMENT</u>	6
10.1 Registration prior to permit issuance.....	6
<u>ARTICLE 11 - GENERAL PROVISIONS</u>	6
11.1 Notices.....	6
11.2 Township costs recoverable like taxes.....	6
11.3 Waiver.....	6
11.4 Covenants as restrictive covenants.....	6
11.5 No permit if money owed to Township.....	6
11.6 Number and Gender.....	6
11.7 Headings and Index.....	6
11.8 No assignment without consent.....	7
11.9 Ultra vires terms.....	7
11.10 Owner's acceptance of agreement.....	7
11.11 Enurement.....	7
SCHEDULE "A" Description of Lands.....	8
SCHEDULE "B" Description of Approved Plan(s).....	9
SCHEDULE "C" Additional Requirements.....	10
SCHEDULE "D" Financial Securities.....	21

**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 -

MARC REID AND ANDREA REID
(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 AGREEMENT10.1 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 PROVISIONS11.1 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: Marc Reid and Andrea Reid
7827 Wellington Road 36
Moffat, ON L0P 1J0

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:

Marc Reid

per:

Andrea Reid

SCHEDULE "A"

DESCRIPTION OF LANDS

Part of Lot 31, Concession 10 Township of Puslinch, County of Wellington,

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. inspection 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.

TRUCK HAUL ROUTE

The truck haul route shall at all times be restricted as illustrated on the 'Truck Route Map' as described in Schedule "B". The truck haul route shall not be modified without prior approval from the Township. Additional security for the protection of Township roads may apply if changes from the route presented herein are requested.

ENVIRONMENTAL CONTROL PROGRAM

The Owner is responsible to verify the type and quality of fill material to be imported to the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act". Where the concentration of elements or compounds naturally exceed Table 1 standards, the applicant must obtain a certificate from a qualified professional attesting that

the fill material is not or will not likely to be a source of contamination. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Laboratory analysis of soil samples should include metals and inorganics (including Sodium Absorption Ratio (SAR), Electrical Conductivity (EC)), Petroleum Hydrocarbons (PHCs -F1-F4 and BTEX) and Polycyclic Aromatic Hydrocarbons (PAHs).

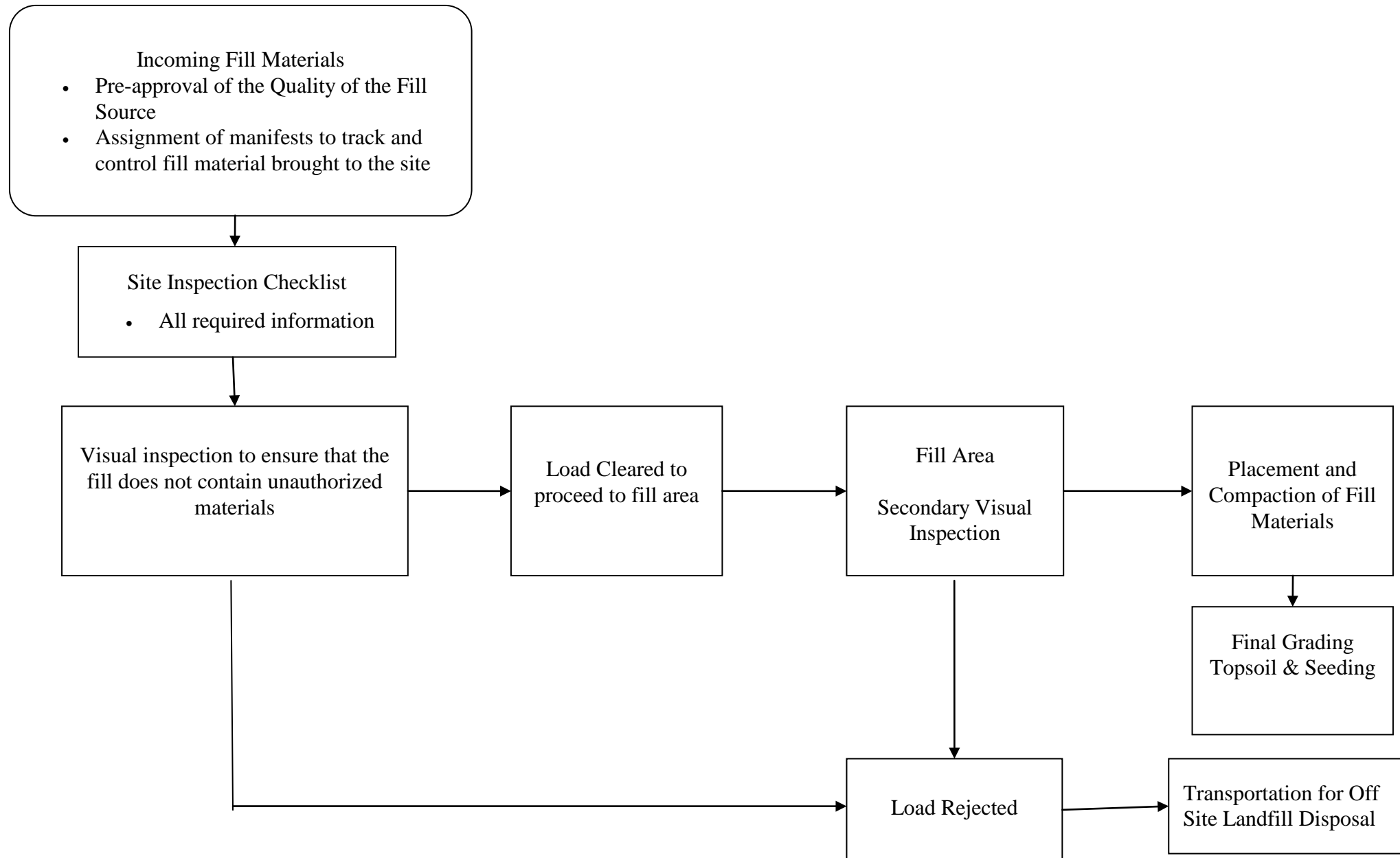
Operational Standards

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 placement of clean fill material 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. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
6. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
7. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
8. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
9. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
10. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
11. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples will be taken and tests made by the owner of the site to measure the extent of contamination and, if necessary, measures will be taken for the collection and treatment of contaminants and for the prevention of groundwater pollution.
12. 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.

ENVIRONMENTAL CONTROL PROGRAM

OPERATIONAL FLOWCHART



ENVIRONMENTAL CONTROL PROGRAM

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its place of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: place of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the Site; documentation of all stops made from the place of origin to the Site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. Both initial and secondary inspections will include a first-hand observation of the following:

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

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licensed waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

ENVIRONMENTAL CONTROL PROGRAM

Fill Inspection Checklist

<u>Fill Site:</u>		<u>Date:</u>	<u>Ticket No:</u>
		<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u>		<u>No. of Loads:</u>	<u>Quantity:</u>
Company: _____			m ³
Truck No: _____			
Driver's Name: _____		ACCEPTED	REJECTED
<u>Source Information:</u>		<u>Report Provided at Source:</u>	<u>Type of Fill:</u> (Check appropriate box)
Address: _____		YES NO	RESIDENTIAL
_____			INDUSTRIAL
_____			AGRICULTURAL
<u>Visual Inspection Report:</u>		<u>Load(s) Contains Clean Fill</u>	
Primary Inspection		YES	NO
If "NO" complete the following:			
Secondary Inspection		YES	NO
1	Odours		
2	Unusual Discoloration		
3	Hazardous Materials (Biomedical, Flammable)		
4	Food/Domestic Waste		
5	Liquid or Sludge		
6	Construction Materials (Wood, Drywall etc.)		
7	Scrap Metals		
8	Vegetation (Stumps/Sod)		
9	Asphalt		
10	Other (Describe)		
<u>Comments:</u>			

ENVIRONMENTAL CONTROL PROGRAM

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the Site Grading Plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Environmental Control Program:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is within 5% of the existing groundwater quality and there are no statistically increasing trends in chemical concentrations indicative of degrading water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be cased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.

c. Standards for Sample Collection and Analysis

1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
3. The operator will establish a quality assurance quality control program for groundwater sample collection.
4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding schedule sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

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 or agreement must remain in effect for the full duration of the Permit. Any Letter of Credit or agreement 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 \$100,000.00 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 in the form of an unconditional irrevocable Letter of Credit.
 - 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.
- 4.3 This municipal service fee is for recovering expenses incurred in accordance with Section 5.5 of this Agreement.

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 as well as Schedule C – Ground Water Monitoring Program have been 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	\$100,000.00
B.	Township Roadways (Min.)	<u>\$ n/a</u>
	TOTAL DEPOSIT	\$100,000.00
C.	Municipal Service Fees	
	• Fee based upon quantity of fill material imported.	



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

DATE: Wednesday March 11, 2015
TIME: 7:00 p.m.
PLACE: Puslinch Community Centre
MEMBERS: Mayor Dennis Lever – Chair
Councillor Matthew Bulmer
Councillor Susan Fielding
Councillor Ken Roth
Councillor Wayne Stokley

At 7:00 p.m. the Chair welcomed those attending the Public Meeting.

The Chair advised that purpose of the Public Meeting is to allow those in attendance an opportunity to obtain information and ask questions relating to the Site Alteration Application commenced by the Applicants: Marc & Andrea Reid, regarding their property located at 7827 Wellington Road 36.

The Chair advised that the members of Council are here to observe and listen to public comments; however, they will not provide a position on the matter.

The Chair instructed the format of the Public Meeting is as follows:

- The Township staff will make a presentation regarding the site alteration application
- The applicant will make a presentation.
- Following this the public can obtain clarification, ask questions and express their views on the proposal.
- Each individual is to clearly state their name and location before asking questions.
- The number of questions and length of time provided to each individual requesting information may be limited in order to provide everyone an opportunity speak.
- Council will then have the opportunity to obtain clarification and ask questions of the applicant
- The applicant and staff will attempt to answer questions or respond to concerns this evening. If this is not possible, the applicant and/or staff will follow up and obtain this information. Responses will be provided when this matter is brought forward and evaluated by Council at a later date.

The Chair introduced Mr. Robert Kelly, Chief Building Official for the Township of Puslinch.

Presentations

Mr. Robert Kelly advised that the proposed application seeks to import approximately 69,500 m³ of fill to allow for more efficient farming of the existing uneven land on the western portion of the property. The property has a horse operation and the owners must find farming efficiencies to increase the productivity of these fields.

Mr. Kelly advised that the amount of fill subject to the permit issued by Halton Conservation is approximately 54,349 m³. The remaining 15,135 m³ falls outside the regulatory limits of Halton Conservation and is subject to the Township's Site Alteration By-law requirements.

Mr. Kelly advised that the subject site, known municipally as 7827 Wellington Road 36, is located on the south side of Wellington Road 36, west of Concession Road 11 and is legally described as Part Lot 31, Concession 10. The parcel is approximately 39.2 ha and is zoned Agricultural. The location is surrounded by existing rural residential and agricultural parcels.

Mr. Kelly advised that the operating hours of the site are Monday to Friday 7:00 a.m. to 7:00 p.m., Saturday 7:00 a.m. to 1:00 p.m. and excludes holidays. Mr. Kelly advised that the site operating hours are in accordance with the Township's noise by-law.

Mr. Kelly provided a map showing the proposed truck haul route.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Kelly advised that as required, a clean fill project control plan has been submitted and forms part of the Site Alteration Agreement.

Mr. Kelly advised that a ground water monitoring program has been established. Three groundwater monitoring wells have been constructed to monitor the impact of the filling operation on local groundwater quality. A base line sample has been collected by the land owner and will be submitted to the Township for review prior to the issuance of a site alteration permit. Monitoring of the wells will continue for two years following closure of filling operations.

Mr. Kelly advised that the permit application has been reviewed by the following consultants on behalf of the township, GM Blueplan Engineering; GWS; Harden Environmental Services Ltd.; County of Wellington Engineering and Planning; and Conservation Halton and all matters have been addressed to their satisfaction.

Mr. Kelly advised that after completion of Staff report PD-2015-005, the township was advised that the County of Wellington has requested the applicant use a ½ asphalt mix for the driveway to the site and that the requested entrance be removed at the completion of the fill operation.

The Chair thanked Mr. Kelly for his presentation.

The Chair introduced the Applicant, Mr. Marc Reid.

Mr. Reid thanked those members of the public for attending tonight's meeting.

Mr. Reid advised that he began the application process 2 years ago and that great deal of time and effort has gone into obtaining the appropriate permits and approvals for his project. He operates a family farm on the property which has been used as a farm for the last 40 years. He intends to keep horses on the property but is performing the works in order to increase the usefulness of the property for hay production, exercising of horses and expansion of the area farm. Mr. Reid indicated a significant amount of effort for this application and to do things the right way has occurred and is for the long term sustainability of his farming business.

Mr. Reid advised that he is here this evening in order to answer any questions and provide clarification to issues not already answered in the Township's reports.

Questions/Comments

Don Aubin, 4242 Watson Road South, expressed concerns regarding damage which could be caused by the additional truck traffic along County Road 36 and inquired as to who would be responsible for the damage and repairs.

Mr. Pasquale Costanzo, Technical Services Supervisor, Roads Department, County of Wellington advised that at County Road 36 there is currently a ½ load restriction which will remain in place until May 15, 2015. Load restrictions can be put in place at any time on a County Road. County Roads are built for truck traffic.

Mr. Costanzo, advised that the County of Wellington patrols its roads 24/7 and that the Highway Traffic Act allows for enforcement of any violations.

Roseanne Warren, 4291 Concession 11, raised concerns about whether fill from a subway system project will be allowed to be brought into the township.

The Chair advised that each application will be subject to a process and that the township is not involved in any fee paid between the applicant and fill operator as part of the application process.

Diane Green, 4707 Watson Road South questioned as to whether they would be advised when the matter returns to council.

The Chair advised that notification will be provided to those who indicated when the matter returns to Council.

Laverne Clark, 78 Queen Street, questioned as to whether the quality of soil would be up to the standard to grow crops?

Mr. Reid advised that the plan called for the stripping of the existing topsoil, this soil will be replaced on top of the clean fill.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Sarah Bailey, 7815 Wellington Rd 36, questioned as to whether Mr. Reid was obtaining payment to receive fill?

Mr. Reid advised that his current budget has been spending \$140,000, to complete the works. He is indirectly receiving some services and does not have to pay for the fill.

Mr. Garfield Cressman, 4155 Concession 11, advised that anyone raising concerns about the mud on County Road 36, should also be aware of the mud along Concession 11. Mr. Cressman questioned as to whether the majority of the fill in this application is outside of the Township's jurisdiction and under the Conservation Halton?

Charles Priddle, Coordinator Regulation Program from Conservation Halton advised that the majority of the fill in this application is within the Halton Conservation jurisdiction and outside of the Township's site alteration process.

Shirley Hillman, 4315 Concession 11, raised concerns regarding Mr. Reid's comments that he would be stripping off top soil and bringing in good soil. Ms. Hillman questioned as to whether Mr. Reid was commenting that soil being brought in was not good?

Mr. Reid provided clarification that the soil being brought in must meet stringent requirements, his comments with respect to "good soil" meant good crop soil. All soil being brought in must meet Table 1 requirements.

Cameron Tuck, 4119 Highway 6, questioned as to how many trucks are 69,000 m³? How did Mr. Reid come up with this figure and did he look at alternate methods and whether the project could be completed using less fill?

Mr. Reid advised that the number of trucks is approximately 7,000 trucks which are not significant based on the size of his property being 95 acres. The land area and the amount of soil are calculated by an Engineering company and is an estimate as it is based on the grading calculation.

Dave Hamilton, 7826 Wellington Rd 36, inquired as to what is Mr. Reid's present per acre yield of hay and what does he anticipate his yield will be after the fill is put in place?

Mr. Reid advised that he yields 70 to 90/acre.

Ralph Southman, 4347 Concession 11, inquired as to what alternate methods Mr. Reid explored?

Mr. Reid advised that he did explore other options, but there were problems with proximity to the existing facility, bedrock and wash out and water sitting in the field which prohibited him from having a tractor enter the field to cut the hay. Levelling of the area would allow for better exercise area for horses and provides options for long term potential. Mr. Reid advised that he has been looking at alternative options for 2 years.

John Myers, 7818 Wellington Rd. 36, requested information from the Halton Conservation Representative the process in obtaining a fill permit under Conservation Halton.

Charles Priddle, Coordinator Regulation Program from Conservation Halton advised that Halton Conservation Staff reviewed the application based on ensuring that the proposed works would not have a hydrological impact on the wetlands in the area.

A topographic study was conducted wherein Conservation Halton staked the wetlands so that the area would be appropriately delineated. A set back of 30m from those wetlands would be applied and no work, including grading would be permitted in this setback area.

Conservation Halton required a proposed grading plan/site which indicated that proposed drainage after works so that engineering/ecology staff could ensure that the wetlands would not be negatively impacted by overland flow changes.

Conservation Halton staff had their Hydrogeologist review a Hydrological Assessment which contained information regarding site grading as well as the precipitation runoff and infiltration.

Grading and hydrological assessments were reviewed to ensure water flow to the wetland, including surface and groundwater did not have a negative impact once the project is complete.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Conservation Halton staff also requested a Fill Management Plan which confirmed soil quality and monitoring. This monitoring included on site soil monitoring, groundwater monitoring and surface water monitoring.

Conservation Halton also required an overall Control Plan which addressed fill acceptance standards regulated by the Ministry of the Environment and Climate Control, method of tracking the fill, sediment and erosion controls, as well as restoration plans.

A combined review of all of these plans demonstrated that the applicant had carried out all the technical studies reasonable to demonstrate that there would be no negative impacts on the wetlands as a result of this project. The Applicant has met all legislative requirements.

Valerie Crawford, 7743 Leslie Rd. inquired as to where the fill would be coming from?

Mr. Jay Fieger, contractor for Mr. Reid, advised that the process included the sourcing out of the fill, once sourced a truck carrier is found who tracks the fill with a ticket from the location, once the fill is at the site, the bulldozer operator takes the ticket from the truck carrier and logs it in. Ticket contains location of site and truck carrier. The fill will be from sites in the range of 30 minutes of driving time, trucks will come from Milton, Guelph and surrounding areas. It was noted this process is outlined in the Control Plan.

Gabriel Markiewiez, 7811 Wellington Rd 36, inquired where the fill was coming from as he believed trucks were coming from a distance of 1 1/2 hrs drive.

Mr. Fieger advised that the fill will be coming from 3 separate projects including Brampton, Halton Pond restoration project and a Mississauga Dixie Road project which he believed was a water main installation project.

John Myers inquired as to what the source of the material being received and where it will come from in the future?

Mr. Fieger advised that Dixie Rd is a City of Mississauga water main project, he believes the material will come from 8 metre depth.

John Myers inquired as to where is the material currently coming from?

Mr. Fieger advised that material has been received from Dixie Rd project, Brampton and pond restoration project. Mr. Fieger advised that a significant amount of material has been received from Milton and that most of the material will come from local sites, but not all of it.

Mr. Dennis Lea, 7837 Wellington Rd. 36, stated that according to the Township's Site Alteration by-law the applicant is required to have an accredited laboratory test the fill and inquired as to whether these tests suggest that this condition has been met for Table 1 standards.

Mr. Stan Denhoed, Hydrogeologist with Harden Environmental Services advised that the purpose of the by-law is to ensure fill meets certain standards being Table 1, 2 or 3 as in Reg. 153/04. The best standard is Table 1. Where there are excesses with natural occurring substances they are permitted. Mr. Denhoed advised that he had not seen any of the chemistry of materials.

Mr. Fieger clarified that fill has not been brought into the site yet therefore soil tests have not been submitted.

Mr. Denhoed advised that there will be some testing and that every load will need to meet Table 1 criteria.

The Chair advised those in attendance that tonight's meeting was with respect to the Reid Site Alteration Application and not the Township's Site Alteration By-law.

Ms. Gabriela Skibinski, 67 Waxwing Crescent, Guelph – University of Guelph Student inquired as to whether chemical inspection of materials being brought in and future impacts had been considered. Ms. _____, expressed concerns regarding nitrogen run off and phosphorous leaching potential and whether plans for future generations had been made.

Mr. Denhoed advised that Table 1 has nitrogen components that the fill cannot exceed. Mr. Denhoed advised that he could not make any personal guarantees, however, Reg. 153/04, establishes Table 1 soils within its guidelines as safe for the environment.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Owen Hamilton, 7826 Wellington Rd. 36, expressed concerns for future generations of the Township and inquired who is responsible should something go wrong and how is it enforced?

Mr. Denhoed advised that remedies are available under the Ontario Water Resources Act, Environmental Protection Act and that the owner of the property is held responsible.

Mr. Owen Hamilton inquired of Mr. Reid as to whether he has established a plan?

Mr. Fieger advised that all material found not to be in compliance with Table 1 standards would need to be removed from the site at his expense and outlined in the Control Plan.

Mr. Bruno Mazziano, 7531 Wellington Rd 36 expressed concerns with contaminants and inquired as to how often the fill would be tested?

Mr. Fieger advised that the individuals responsible for the site would be conducting the testing and they would determine the number of times testing would occur based on the type of project the material was coming from. Mr. Fieger advised that testing criteria is quite strict.

Colleen Sutton, inquired as to who should be contacted if there are problems with the way in which the trucks are being operated.

Mr. Fieger advised that traffic violations are the jurisdiction of the Police.

Mr. Mark Mast, 58 Brock Rd. inquired as to what depth the fill is extracted due to sodium from shoulders and ditches of roads?

Mr. Fieger advised that his company does not perform the digging, his company manages the process of fill and in some cases contractors reuse materials at their projects.

Mr. John Granger –12 Badenoch inquired as to how many trucks per day would be attending the site?

Mr. Fieger advised that in practical terms there is only one bulldozer at the site and 100 trucks per day is the limit in which could be handled.

Mr. Bill Crow, 6921 Wellington Rd. 34 asked for clarification as to whether it was 4 meters of topsoil at depth?

Mr. Fieger advised that it was 0.4 meters.

Mr. Jason Davis, 10 Badenoch Street, inquired as to what hours will the trucks be coming to the site?

Mr. Fieger advised that the permit hours of operation are 7:00 a.m. to 7:00 p.m. However he anticipates that the hours will be 7:30 a.m. to 5:30 p.m.

Ms. Valerie Crawford, inquired as to the nature of the Brampton project?

Mr. Fieger advised that that he believed it was a civil storm water management project.

Mr. Dennis Lea advised that pursuant to the Township's site alteration by-law 3 wells are required to be installed. Mr. Lea inquired as to who determines location of the wells and what tests will be conducted?

Mr. Denhoed, advised that location of the wells would come from advice from the Applicant's Engineers who have submitted a plan as to where the location of the wells are to be and depth. Mr. Denhoed advised that drainage of the land is southwest towards the wet lands. He believed that the depth is very close to the ground surface and will not require deep wells. The wells would be monitored quarterly and include testing for metals and hydrocarbons.

Mr. Dennis Lea inquired as to whether the results of the testing would be made available to the public?

Ms. Karen Landry, CAO/Clerk advised that the testing was part of a public process and therefore part of public information.

Mr. Ken Robinson, St. George Ontario inquired as to whether the Halton Conservation Authority would be conducting independent testing?



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Priddle advised that Halton Conservation does not do testing and that it is the applicant's duty to demonstrate that they are obtaining clean sources. Mr. Priddle advised that if Halton Conservation was concerned that there was contamination that they could require testing. Mr. Priddle advised that Halton Conservation does not have the resources to do testing, that they have the authority to inspect, but do not do testing.

Mr. Cameron Tuck, inquired as to whether 100 trucks would not cause damage to the roads, whether there can be limits on times of trucks and time frames?

Mr. Costanzo advised that the County of Wellington does ensure that all County roads are safe, there are provisions in the Highway Traffic Act that permits the County to place ½ load restrictions on roads. The County does not limit trucks, the County does patrol their roads and if they are aware of damage to the roadways they can ½ load the roads at any time.

Mr. Tuck commented that does it not make sense and that additional trucks will deteriorate roads.

Mr. Costanzo advised that all traffic does some deterioration to roads and just not one action will cause more damage than another.

Mr. Henry Halstead, 7743 Leslie Rd. W. inquired who raises the flag if there is contamination?

Mr. Fieger advised that visual inspections of materials are also conducted and that he has a zero tolerance for construction debris in the materials.

Mr. Owen Hamilton displayed photos of the subject property.

Mr. Vinnie Klimkosz, 498 Arkell Rd inquired as to whether any of the materials received had been tested?

Mr. Fieger advised that approximately 200 loads had been received and tested.

Mr. Garfield Cressman commented that less than 25% of the entire permit was within Puslinch's jurisdiction.

Mr. Henry Halstead provided pictures of the materials and inquired what was to happen should a piece of construction material arrive in the materials?

Mr. Fieger advised that the bulldozer operator would pick up the material out of the fill.

Mr. Reid advised that if someone wishes to inspect the materials that he should be contacted first and he would attend with that individual at the site.

Mr. Fieger advised that anyone attending the site must wear appropriate safety gear and must contact Mr. Reid first.

Mr. Ralph Southman, 4347 Concession 11, inquired as to who is responsible for contamination clean up, what protection do the citizens of Puslinch have and if the ground water is contaminated who would make this determination?

Mr. Ralph Southman further commented that there are 2 sources of fill one Conservation Halton, another Township fill by-law if contamination occurs and both are permitting who takes responsibility?

Mr. Robert Kelly advised that the Township requires that the Applicant enter into an agreement which is registered on title to the property, that the township requires certain securities. Mr. Kelly advised that the by-law empowers the township to do testing at the owner's expense and require the owner to remediate the site if contamination is found. If the owner does not conduct remediation the township can draw on the securities received to remediate the site.

Mr. Jeremy Devries, 7815 Wellington Rd. 36, commented that he has requested his neighbour Marc Reid to reduce his soil operation. That he does not approve of the work being done. Mr. Devries indicated that he has a problem with the dumping in that if the township should refuse to issue Mr. Reid a permit that Mr. Reid will have an incomplete grading plan. Mr. Devries commented that he would appreciate if Mr. Reid would not do any further dumping.

Mr. Priddle advised that the Halton permit and site alteration permit are mutually exclusive. Mr. Priddle advised that he was unable to hold up the process and cannot hold back a permit once all Halton Conservation conditions have been satisfied.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

The Chair inquired as to whether Halton Conservation was working towards a joint process.

Mr. Priddle advised that municipalities are our partners and that they drive to work with the Applicant and municipalities.

Mr. John Myers, inquired as to whether if any question of fill permit compels the Applicant to enter into an Agreement. Can the agreement include the neighbours to have testing?

Is the Agreement legal, is there more flexibility, do you have additional flexibility.

The Chair (Mayor Lever) advised that the agreement with the Applicant has not been signed, all information will come to Council at which time Council will vote on whether to authorize the entering into of an agreement.

Ms. Karen Landry, CAO/Clerk advised that the Township's by-law requires that the entering into of an Agreement with the Applicant where the amount of fill subject to the permit exceeds 1000 m³.

Mr. Myers inquired as to why is the agreement necessary, what additional measures passed in 2012 that developed this specific provision, Why is an agreement necessary? What are resident's rights? What is not sufficient to issue a permit?

Ms. Landry advised that a significant amount of work went into the development of the Site Alteration by-law that was posted in 2012. The amount of fill for this application requires the Applicant to enter in an agreement and requires posting of securities, insurance and testing. If an application is over the 1000 m³ threshold of an agreement with the Township is required.

Mr. Dave Hamilton inquired as to whether any safety measures had been put in place to with respect to trucks backing into the entrance and crossing the road?

Mr. Fieger advised that flag men have been at the site when trucks have been backing into the site, but that no additional signage has been put in place.

Mr. Costanzo advised that there is a pre-existing entrance to the property and the County does not require the removal of these entrances when a temporary access is permitted.

Mr. Costanzo indicated that the County of Wellington would look into providing additional trucks turning signage but unsafe traffic issues are enforceable under the Highway Traffic Act and these should be reported to the OPP.

Mr. Myers inquired if Mr. Fieger had permits from other areas and if he would supply those permits?

Mr. Fieger indicated he could supply permits from other projects.

Ms. Valerie Crawford, inquired of Mr. Reid as to whether he will cease proceeding with the project if Puslinch does not approve his permit and will return the site back to its original condition?

Mr. Reid advised that he will continue on with his plans and he will obtain a revised grading plan to comply with the Halton Conservation Authorities requirements.

Ms. Malynda Wheeler, 12 Badenoch, inquired as to what the residents of Puslinch could do if there is an issue with the Halton Conservation Authority permit?

Mr. Priddle advised that Halton Conservation does not have a public process, that any issues could be referred to the Conservation Board. Mr. Priddle advised that if residents believed that the terms of the permit were not being complied with that they could contact Halton Conservation enforcement.

Ms. Valerie Crawford inquired as to what the next steps would be for the Applicant should the Township not issue a permit to the Applicant?

Mr. Priddle advised that a new permit for Halton Conservation Authority would be required.

Ms. Diane Myers, 7818 Wellington Rd. 36, inquired of how significant the Halton Conservation Authority and township permit standards are?



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Priddle advised that Conservation standards are based on natural hazards and natural heritage, applicant is required to stay out of wetlands, no development is to take place in wetland areas. Mr. Priddle advised that the Conservation authority does not comment on municipal standards.

Mr. Myers commented that he was not aware that groundwater was under 2 jurisdictions.

Mr. Myers questioned as to whether Halton would consider a public information process for their fill permits.

Mr. Priddle advised that as of January 1, 2015, the Conservation Authority had changed their permit fees from a block fee to a per cubic metre charge for fill applications.

Mr. Priddle advised that the Conservation Authority had to be careful that they do not go beyond their own legislation and are required to stay within the rules they operate under.

Mr. Myers inquired as to whether the rules restricted the conservation authority from advising the neighbours?

Mr. Priddle advised that if there are other public meetings regarding this application they would attend.

Mr. Joe Hamsley, 4020 Magdaugh Rd. stated that he came with an open mind to the meeting and would like to commend Mr. Reid for undertaking a project that would leave him \$140,000 in debt and suggested that those in attendance need to have confidence in the professionals who have been involved in the process.

Ms. Sarah Bailey, 7815 Wellington Rd. 36, advised that she has 3 very young children, one of which has breathing issues. She has serious concerns regarding trucks and dust and inquired as to whether the Halton Conservation Authority and Township had requested an air quality study to ensure safety for her children.

Ms. Amanda Pepping, GM BluePlan Engineers advised that a dust control plan has been filed and measures have been established. The Ministry of the Environment regulates vehicle emissions. No air quality tests have taken place.

Mr. John Sloom, 4726 Watson Rd, offered his support to the Applicant. Mr. Sloom advised that he had concerns with the Notice of the Public Meeting which he received in that it included additional information that was not produced by the township but appeared to be as it was included with Township information.

Ms. Landry, CAO/Clerk advised that Notice of the Public Meeting was sent to residents who resided within 120 meters of the application site, the Notice was posted on the Township's website. The township did provide any further circulation, however, the Notice is a public document.

Mr. Dennis Lea, inquired as to what compensation Mr. Reid was receiving for the fill and stated that Agriculture use in the township's site alteration by-law did not include commercial fill sites.

Ms. Allena Dean from the Cornerstone Equestrian Centre advised that her horse resides at the Reid property and believes that the Reid's are doing the best for her horse.

Mr. Gabriel Markiewiez inquired as to how many horses Mr. Reid has on his property?

Mr. Reid advised that he currently has 35 horses on the property but has capacity for 48 horses.

Ms. Michelle McEneny, 63 Hollybush Drive, Waterdown advised that she has a horse on the Reid property, she finds Mr. Reid to be a very detailed individual who takes pride in his property.

Ms. McEneny inquired of the Mayor with respect to comments the Mayor has placed on his blog indicating that Puslinch has one of the strictest Fill By-Law and has the application met all of the requirements?

Mayor Lever advised that so far, the application has met all of the requirements.

Mr. Myers inquired of Mr. Reid of the economies of the project?

Mr. Reid advised that he could discuss details with Mr. Myers directly.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Myers inquired as to whether it was correct that Mr. Reid would be in debt \$140,000 once the project was completed.

Mr. Reid stated that he sees the project as an investment.

Mr. Nathan Bailey, Dundas, advised that he is the brother-in-law of Jeremy Devries and inquired as to whether Mr. Reid has a plan for the property and what the depth of soil for the property?

Mr. Reid advised that he will be receiving 70,000 cubic metres which will assist in additional exercise area, growing and production of hay amongst endless possibilities.

Ms. Catilyn Taylor, 6265 Culmore Cres, Mississauga stated that she has 4 horses at the Reid property and commented that the ability to grow hay is like gold.

Ms. Gabriella Skibinski, 67 Waxwing Cres. inquired of Mr. Reid as to whether he was concerned about hay that would be grown on the land?

Mr. Reid advised that the hay would be grown in the same top soil that is already there.

Ms. Jolanta Markiewiez, 7811 Wellington Rd. 36, commented that she did not see the necessity for the project. She moved to the area 15 years ago for a quite peaceful lifestyle. Ms. Markiewiez commented that this is just for making money.

Ms. Rose Marie Woodley-Robinson, St. George, advised that she is grandmother of the children who reside next to the site, she commented expressed concern regarding the volume of the fill, neighbours not being informed, safety features and how this will impact the neighbours property values.

Ms. Sarah Bailey provided photographs and commented she did not believe this was a good agriculture practice and questioned the degree of slope of the property and commented that the neighbouring property would have a 25 foot wall behind them.

Mr. Reid advised that he would need to review the plans again, but recalled that the plans were a 3 to 1 slope 16 degrees and disagreed that the neighbouring property will have a 25 foot wall behind them.

Ms. Lisa Marshall, 13510 5th Line, Nassagaweya, Rockwood commented that it is a slope not a hill.

Mr. Derek Steininbec, Guelph, inquired if the township would be receiving any financial fees from the application?

The Chair advised that the township receives fees associated with the application process which includes a fee of 0.06 per tonne of fill.

Mr. Don Aubin inquired as to whether anything had been done to inspect the road in its present condition?

Mr. Costanzo advised that ½ load signs are already in place on County Road 36, as well as Townline Road. Pasquale commented that he would suspect that the township has also placed ½ load signs on their roadways. Pasquale also commented that the County does patrol their roadways 24 hours per day, 7 days per week.

Mr. Aubin inquired as to whether any photographs of the road had been taken?

Mr. Costanzo advised that no photographs had been taken.

The Chair advised that the township would check on the location of the posting ½ load road signs.

Mr. Dennis Lea inquired as to whether Mr. Reid had any future plans for fill to be placed beside the Lea property.

Mr. Reid advised that he did not have plans to do so at this time.

Mr. Vinnie Klimkosz inquired as to what kind of enforcement the Township can conduct.

Mr. Robert Kelly advised that upon receipt of any complaints, the township would conduct an investigation and open a file, the investigation would include photographs, collection of evidence



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

and issuing of a Notice of Violation. Once issuing of the Notice, the Township will seek compliance.

Mr. Dave Hamilton inquired of Halton Conservation as to how the Reid's are entitled to bring in fill while the permit has not approved by Township Council?

Mr. Priddle advised that once the Halton Conservation Authority conditions have been met, they cannot withhold the issuing of a permit.

Mr. Hamilton inquired as to whether the Township can assume responsibility for the Halton Conservation Authority permit process.

Mr. Priddle advised no.

Mr. Hamilton inquired about the Conservation Authority's process.

Mr. Priddle advised that a topographic study was conducted wherein Conservation Halton staked the wetlands so that the area would be appropriately delineated. A set back of 30m from those wetlands would be applied and no work, including grading would be permitted in this setback area.

Conservation Halton required a proposed grading plan/site which indicated that proposed drainage after works so that engineering/ecology staff could ensure that the wetlands would not be negatively impacted by overland flow changes.

Conservation Halton staff had their Hydrogeologist review a Hydrological Assessment which contained information regarding site grading as well as the precipitation runoff and infiltration.

Grading and hydrological assessments were reviewed to ensure water flow to the wetland, including surface and groundwater did not have a negative impact once the project is complete.

Conservation Halton staff also requested a Fill Management Plan which confirmed soil quality and monitoring. This monitoring included on site soil monitoring, groundwater monitoring and surface water monitoring.

Conservation Halton also required an overall Control Plan which addressed fill acceptance standards regulated by the Ministry of the Environment and Climate Control, method of tracking the fill, sediment and erosion controls, as well as restoration plans.

A combined review of all of these plans demonstrated that the applicant had carried out all the technical studies reasonable to demonstrate that there would be no negative impacts on the wetlands as a result of this project. The Applicant has met all legislative requirements.

Mr. James Jones, 4561 Watson Rd., inquired of Mr. Reid as to how high the berm is going to be, how many meters or feet?

Mr. Reid advised that there are no berms.

Mr. Jones inquired as to where the water was going to drain?

Mr. Reid advised that the water would drain to the southwest of the property.

Ms. Amanda Pepping, GM Blueplan advised that the natural drainage pattern will remain which drains towards the wetlands with a gradual increase of 3 – 6 metres.

Mr. Jones inquired as to whether there was a creek behind the Reid property and how will this drainage affect the creek?

Mr. Priddle advised that Badenoch Wetland is located behind the property. The engineers and a hydrogeologist reviewed the plans and determined there is no negative impact in the lands..

John Myers inquired as to what the criteria was for a money making site?

Mr. Priddle advised that this was irrelevant to the Halton Conservation Authority permit process.

Mr. John Myers inquired as to clarification regarding Mr. Priddle's comments that Mr. Reid was a "good guy", as he was getting a permit.

Mr. Priddle provided clarification that individuals are required to obtain a permit however some do not.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Mr. Myers inquired as to whether the Conservation Authority distinguishes between good and bad operators?

Mr. Priddle advised that the Conservation Authority does not assume anyone is doing something bad if someone starts the process the Authority cannot assume that you are bad?

Mr. Myers sought further clarification.

Mr. Priddle advised that the permit process is a legal process and there are times when individuals start the fill process and do not know they require a permit.

James Jones inquired as to whether the wells would be monitored for 2 years?

Mr. Priddle advised that water monitoring is for 2 years.

Mr. Jones commented that he does not feel 2 years is adequate time for monitoring.

Mr. Priddle advised that he could not provide comments on water monitoring.

Ms. Malynda Wheeler, commented that although the township is only dealing with 20% of the application, with the remaining being on the Halton lands, the problem is that Puslinch residents will be dealing with additional traffic, damages to roadways and health issues.

Mr. Priddle commented that the Conservation Authority is aware of the issues.

Ms. Ruth Gilmore, 7679 Leslie Rd. commented that this application speaks to the quality of life that the people in the area will experience and may be unnecessary.

Mr. Jeremy Devries inquired as to whether the studies are available for review?

Mr. Reid advised that the studies would be available.

Ms. Landry, CAO/Clerk advised that information that the township receives will be part of the public process and will be available.

Mr. Priddle advised that the information regarding the permit process is available on their website. Any information with respect to a specific permit would be subject to a Freedom of Information request and any third party information would be subject to the applicant's approval for release.

Mr. Myers inquired as to whether Mr. Reid's consent to release the information could be received this evening?

Mr. Reid advised that he will be following the process and that any requests for information can go through the Township process and by doing so, it will become available.

Mr. Myers inquired if any reports could be reviewed tomorrow?

Mr. Reid replied yes.

Mr. Dennis Lea inquired as to whether information could be provided as to the costs associated with the Application.

Mr. Fieger advised that significant costs have been incurred especially with Engineering.

Mr. Fieger referred to the costs given by Mr. Reid earlier in the meeting.

The Chair inquired if any members of Council had any questions.

Councillor Susan Fielding inquired as to whether Mr. Fieger was asked to use a specific haul route?

Mr. Fieger advised that the County of Wellington requested that hauling not take place on the secondary roads and the Township also made the same request.

Councillor Fielding inquired as to whether there was any consideration taken into on the additional stress this project would cause on the roadways.

Mr. Costanzo advised that the County cannot limit trucks on the County roads.



THE CORPORATION OF THE TOWNSHIP OF PUSLINCH
PUBLIC MEETING MINUTES

Councillor Matthew Bulmer inquired as to whether if such issues as dust and mitigation measures are identified on conservation land if these could be addressed in the Township's agreement.

Mr. Priddle advised that he has no issue with improved mitigation measures being addressed in Township agreement.

Councillor Bulmer inquired of Mr. Reid as to whether he would be willing to consider appropriate mitigation measures?

Mr. Fieger advised that yes, this would be something they could consider. Mr. Fieger advised that there is no intent to make life impossible, with respect to truck traffic, dust, hours, yes these issues could be worked with the Township.

Councillor Ken Roth commented that he would like to see better coordination between the Conservation authorities and municipalities.

Councillor Wayne Stokley thanked those in attendance this evening and commented that this was one of the largest Public Meetings to be held in the Township. Councillor Stokley inquired as to whether Mr. Reid was meeting Table 1 requirements?

Mr. Fieger advised that Table 1 requirements were being met.

Mr. Priddle also advised that Table 1 requirements were being met.

There were no further questions and the Chair called an end to the public meeting and advised that Council would not be taking action on this proposal tonight.

The Chair reminded the public to please sign in and register as a delegate to be informed of future public meetings.

Adjournment

The meeting adjourned at 10:15 p.m.



MINUTES

DATE: Wednesday, April 15, 2015

TIME: 5:30 P.M.

The April 15, 2015 Regular Council Meeting was held on the above date and called to order at 5:30 p.m. in the Council Chambers, Aberfoyle. (Closed Meeting) and Puslinch Community Centre (Open Meeting)

1. ATTENDANCE:

Mayor Dennis Lever
Councillor Matthew Bulmer
Councillor Susan Fielding
Councillor Ken Roth
Councillor Wayne Stokley

STAFF IN ATTENDANCE:

1. Donna Tremblay, Deputy Clerk
2. Karen Landry, CAO/Clerk
3. Don Creed, Director of Public Works and Parks
4. Josh Sheppard, Deputy Fire Chief of Administration
5. Robert Kelly, Chief Building Official
6. Kelly Patzer, Development Co-ordinator
7. Adam French, Building and Enforcement Inspector/Officer

OTHERS IN ATTENDANCE

1. Ralph Southward
2. Jerri Lea
3. Don Aubin
4. Doug Smith
5. Cameron Tuck
6. Jay Fieger
7. Malynnda Wheeler
8. Barry White
9. Diane and John Myers
10. Sara Bailey
11. Jeremy DeVries
12. Gabriel Markiewicz
13. Jolanta Markiewicz
14. Ruth Gilmour
15. Jamie Bousfield
16. Dave Hamilton
17. Steve Gilmour
18. Tonya Corlett Tuck
19. Frank Steblaj
20. Kris & Sara Reid
21. Henry Halstead
22. Valerie Crawford
23. Don McKay
24. Kevin Hayden
25. James Jones



OTHERS IN ATTENDANCE – continued

- 26. Rosemaire Woodley-Robinson
- 27. Donald Stewart
- 28. John Granger
- 29. Owen Hamilton
- 30. Dennis Lea
- 31. Florence Peer

2. DISCLOSURE OF PECUNIARY INTEREST & THE GENERAL NATURE THEREOF:

None.

3A. CLOSED MEETING

Council was in closed session from 5:31 p.m. to 5:50 p.m.

Council recessed from 5:51 p.m. to 7:00 p.m.

- (a) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees – Ontario Senior of the Year Nominations
- (b) Confidential Verbal Report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and a proposed or pending acquisition or disposition of land by the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – 11 Lake Ave

Resolution No. 2015-135: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Council shall go into closed session under Section 239 of the Municipal Act for the purpose of:

- (a) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees – Ontario Senior of the Year Nominations
- (b) Confidential Verbal Report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and a proposed or pending acquisition or disposition of land by the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – 11 Lake Ave

CARRIED

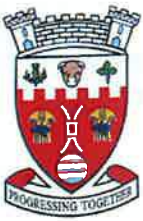
Resolution No. 2015-136: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council move into open session.

CARRIED

- (a) Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees – Ontario Senior of the Year Nominations

Resolution No. 2015-137: Moved by Councillor Stokley and



Seconded by Councillor Fielding

That Council receive the Confidential Verbal Report from Karen Landry, CAO/Clerk, regarding personal matters about an identifiable individual including municipal or local board employees – Ontario Senior of the Year Nominations; and

That Staff proceed as directed.

CARRIED

(b) Confidential Verbal Report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and a proposed or pending acquisition or disposition of land by the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – 11 Lake Ave

Resolution No. 2015-138: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council receive the Confidential Verbal Report from Karen Landry, CAO/Clerk regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and a proposed or pending acquisition or disposition of land by the municipality or local board and advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – 11 Lake Ave

CARRIED

3. ADOPTION OF THE MINUTES:

Resolution No. 2015-139: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That the minutes of the following meetings be adopted as written and distributed:

- (a) Council Meeting –April 1, 2015
- (b) Closed Council – April 1, 2015

That the minutes of the following meeting be received as amended.

- (a) Public Meeting Minutes – Marc & Andrea Reid – March 11, 2015

CARRIED

4. BUSINESS ARISING OUT OF THE MINUTES:

None.

5. PUBLIC MEETINGS:

*** note this meeting will be held on April 16, 2015 at 7:00 p.m. Optimist Recreation Centre, Gymnasium, 23 Brock Rd South.**

- (a) Draft Recreation and Parks Master Plan dated April 2, 2015



6. **COMMUNICATIONS:**

1. **Request – Use of Puslinch Fire Hall**

(a) Correspondence from Optimist Club of Puslinch.

Resolution No. 2015-140: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council receive the correspondence from the Optimist Club of Puslinch; and

That Council supports the use of the Puslinch fire hall kitchen and training room for the Puslinch Optimist Club NOW breakfast on Saturday, April 25, 2015, from 6:00 a.m. to 9:30 a.m.; and

That staff advise the Optimist Club of Council's approval.

CARRIED

2. **CBM St. Mary's Cement – Licence #129817
Mast Snyder Pit
6848 Forestell Rd.**

(a) Correspondence from Ministry of Natural Resources dated May 8, 2014.

3. **Intergovernmental Affairs**

(a) Various correspondence for review.

Resolution No. 2015-141: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That the correspondence items listed on the Council Agenda for April 15, 2015 Council meeting be received.

CARRIED

Resolution No. 2015-142: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council receive the correspondence from Rosanne Warren regarding Reid Site Alteration Application dated April 15, 2015.

CARRIED

7. **DELEGATIONS/PRESENTATIONS**

1. **Mr. Ralph Southward regarding Marc & Andrea Reid Site Alteration Application 7827 Wellington Rd. 36.**

Mr. Ralph Southward gave a presentation to Council regarding his concerns with the site alteration application, including concerns regarding the Conservation Halton Permit, the amount of fill being requested, jurisdiction and boundaries of the fill placement, purpose for the fill and site monitoring.

Resolution No. 2015-143: Moved by Councillor Bulmer and
Seconded by Councillor Roth



That Council receive the delegation from Mr. Ralph Southward regarding Marc & Andrea Reid Site Alteration Application 7827 Wellington Rd. 36

CARRIED

2. Mr. Dennis Lea regarding Farming 101 – Part 2.

Mr. Dennis Lea gave a presentation to Council with respect to his concerns regarding diligence in the application of Township By-law 31/12 regarding testing, sampling and environmental impact reports.

Resolution No. 2015-144: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Council receive the delegation from Mr. Dennis Lea regarding Farming 101 – Part 2.

CARRIED

3. Mr. David Hamilton regarding testing of fill brought in to the site (7827 Wellington Rd. 36), in 2015 anxiety and stress and enjoyment of our property.

Mr. David Hamilton made a presentation to Council regarding his concerns surrounding testing of the fill which is presently on the site, whether this material could have impacts to groundwater. Mr. Hamilton raised concerns regarding dangers associated with the approved entrance to the site, excess traffic and concerns regarding the approved haul route. Mr. Hamilton advised that this application has caused him personal anxiety and stress which has resulted in a lack of enjoyment of his property.

Resolution No. 2015-145: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council receive the delegation from Mr. Dave Hamilton regarding testing of fill brought in to the site (7827 Wellington Rd. 36) in 2015 anxiety and stress and enjoyment of our property.

CARRIED

Council recessed from 8:02 p.m. to 8:05 p.m.

4. Mr. Jeremy DeVries regarding comments regarding site alteration application – 7827 Wellington Rd. 36.

Mr. Jeremy DeVries advised Council of his concerns regarding the fill which is being brought to the site. Mr. DeVries advised that as a result of these concerns he has retained a Consulting Ecologist to prepare an Environmental Implications Report which he provided to the Township by email this evening and requested acknowledgement of the Report be put on record. Mr. DeVries advised that he has also obtained a Statement from a professional hydrogeologist which he wished to provide to Council this evening. Mr. DeVries requested that Council take into consideration the information which he has brought forward this evening and deferred making a decision on the permit application.

Resolution No. 2015-146: Moved by Councillor Roth and
Seconded by Councillor Bulmer

That Council receive the delegation from Mr. Jeremy Devries, regarding comments regarding site alteration application – 7827 Wellington Rd. 36; and



That Council receive the correspondence from Neil Morris, Consulting Ecologist dated April 15, 2015; and

That Council receive the correspondence from Robert Alton, PAg, Certified Crop Advisor dated April 15, 2015.

CARRIED

8. **REPORTS:**

1. **Puslinch Fire and Rescue Services**

(a) Puslinch Fire and Rescue Services Response Report for March 2015.

Resolution No. 2015-147: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Council receive the Puslinch Fire and Rescue Services Response report for March, 2015.

CARRIED

2. **Finance Department**

(a) Report FIN-2015-015 – 2014 Annual Building Permit Report

Resolution No. 2015-148: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Report FIN-2015-015 regarding the 2014 Annual Building Permit Report be received.

CARRIED

(b) February 2015

- i. Financial Report as of February 28, 2015
- ii. Cheque Register –February 1, 2015 to February 28, 2015
- iii. Financial Report By Department – February 2015
- iv. Total Revenues, Contributions from Working Reserves and Expenditures – All Departments – February 2015

Resolution No. 2015-149: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That Council hereby receives the following reports as information:

- i. Financial Report as of February 28, 2015
- ii. Cheque Register –February 1, 2015 to February 28, 2015
- iii. Financial Report by Department – February 2015
- iv. Total Revenues, Contributions from Working Reserves and Expenditures – All Departments – February 2015.

CARRIED



3. Administration Department

None.

4. Planning and Building Department

- (a) Report PD-2015-007 – Site Alteration Agreement Marc & Andrea Reid – 7827 Wellington Rd. 26

Councillor Bulmer requested that staff review the summary of financial securities received listed on page 23 of the draft Agreement and advise as to whether additional securities should be requested in accordance with section 5.2.7 of the Site Alteration By-law given the size of the site.

Councillor Bulmer requested that staff make inquiries of the applicant and his Qualified Person regarding a plan dealing with sampling and testing that achieves the stated objective that any or all fill imported to the site is clean fill as defined in the Township's By-law.

Councillor Bulmer requested that the Applicant's Qualified Person consider additional dust control measures.

Councillor Bulmer requested that the Applicant's Qualified Person develop a proposal to ensure the entrance can be operated safely such as queuing options and the use of flagman.

Mayor Lever inquired as to whether staff could make inquiries of the Applicant and County of Wellington as to whether the entrance way to the site could be relocated to the top of the hill.

Councillor Bulmer and Councillor Stokley requested that the Applicant's Qualified Person develop a set of operating hours that would ensure that the trucks are not driving during school bus hours.

Councillor Bulmer requested that the number of trucks allowed per day be capped at a number to assist with truck impacts in Morriston.

Councillor Bulmer requested that all fill including fill received on Halton Region Conservation lands arriving on the site be monitored in accordance with Township requirements.

Council received information from Mr. Jay Friege, Qualified Person for the Applicant, that during a recent meeting with Halton Conservation, the authority has agreed to ticket monitoring of the fill that will be received on the Halton Conservation permit area. Mr. Friege advised that the chain of custody records for both sites will occur.

Councillor Stokley requested that staff inquire of the Applicant that written proof of the agreement regarding chain of custody and ticket process with Halton Conservation be obtained and submitted to the Township and that this information be added to the Agreement. Councillor Stokley inquired whether it is determined at the source site or at the property where the fill is to be placed.



Councillor Bulmer requested that there be conditions on the permit that any truck associated with this project that diverts on a Township road would constitute a violation and the permit would be revoked as well as any queueing on the road constitutes a violation.

Councillor Bulmer requested that inquiries be made of the Applicant's Qualified Person as to whether the material which has been brought on to the site meets the qualified persons recommendation that the imported fill be of relatively heterogeneous (till) composition to more closely match the hydrogeological characteristics of the native sandy till soils.

Councillor Bulmer requested that inquires be made of Halton Region Conservation to clarify how much fill would be imported if the Township were to deny the permit.

Resolution No. 2015-150: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That Report PD-2015-003 regarding Site Alteration Agreement – Marc & Andrea Reid 7827 Wellington Rd 36 be received; and

That Report PD-2015-05 regarding Public Meeting - Site Alteration Application – Marc & Andrea Reid – 7827 Wellington Road 36 be received; and

That Report PD-2015-007 regarding Site Alteration Agreement – Marc & Andrea Reid – 7827 Wellington Road 36 be received

CARRIED

Resolution No. 2015-151: Moved by Councillor Bulmer and
Seconded by Councillor Roth

That the matter of passing a By-law to authorize the entering into of an Agreement as outlined in Report PD-2015-007 with Marc & Andrea Reid – 7827 Wellington Road 36 be referred to staff to obtain additional information from the Applicants on their position on addressing the matters raised by Council; and

That Staff co-ordinate a Special Council Meeting for the purpose of considering the entering into of a Site Alteration Agreement with Marc & Andrea Reid.

CARRIED

(b) Chief Building Official Report – March 2015

Resolution No. 2015-152: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council receive the Chief Building Official Report for March 2015.

CARRIED

5. Roads & Parks Department

None.



6. **Recreation Department**

None.

9. **NOTICE OF MOTION:**

None.

10. **COMMITTEE MINUTES**

None.

11. **MUNICIPAL ANNOUNCEMENTS**

Morrison Streetscaping Open House

Mayor Lever advised those in attendance that the Township has been working with the Ministry of Transportation to implement a Morrison Streetscaping Plan. This important initiative was identified through the establishment of the Morrison Community Safety Zone. The Township will hold a Public Open House on Thursday, May 7, 2015 at 7:00 p.m. at the Township Office. Mr. Aaron Hill from MacKinnon and Associates will be making a presentation regarding the proposed Streetscaping Plan. Mayor Lever advised that additional information can be found on the Township's website.

Source Water Protection Meeting

Councillor Bulmer advised that he attended an excellent presentation at the Source Water Protection meeting in Guelph. Councillor Bulmer advised Council that he had concerns regarding cost sharing.

Solar Flashing Light at Stop Sign Maltby/Watson Rd.

Councillor Bulmer advised that he will be requesting feedback from his neighbours regarding the recently installed solar flashing light at the stop sign located at the corner of Maltby and Watson Rd. Councillor Bulmer indicated that he has received some positive feedback.

Parked Vehicle on side of Watson Rd.

Councillor Bulmer advised that concerns have been raised about a vehicle which has been parked on the side of Watson Road. Mayor Lever advised that he would follow up with OPP Inspector Lawson regarding these concerns.

Green Legacy Tree Distribution Days

Councillor Roth advised those in attendance that the Green Legacy Tree Distribution Day will take place on Saturday, April 25, 2015 from 8:30 a.m. to 11:00 a.m. at the Green Shed located at the Puslinch Community Centre. 5,000 tree seedlings will be made available free of charge to residents of the Township. Donations to the Food Bank will be accepted.

Hydro One

Councillor Stokley advised that he has received inquiries from residents around the Puslinch Lake Area regarding frequent hydro interruptions. Councillor Stokley advised that he has made a request of the Township's CAO/Clerk to see if someone from Hydro can attend a future Council meeting to provide information to the residents regarding these hydro interruptions.



Puslinch Lake Conservation Association

Councillor Fielding advised that she attend an association meeting on April 8, 2015. Councillor Fielding advised that the association will be holding a number of events including a soil giveaway day on Saturday, May 9th, Lake Tour on Saturday, June 27th. Tickets for the Lake Tour will be available at various locations including the Old Marina Restaurant. The association will also be holding a Town Hall meeting and she will provide council with the details of this meeting.

Maltby/Victoria Road Communication Tower

Mayor Lever advised that the Rogers Communication tower has been installed directly behind the barn as agreed to.

Grand River Conservation Authority

Mayor Lever advised that he attended a recent GRCA meeting in Guelph.

12. CLOSED MEETING

See Item 3A.

13. UNFINISHED BUSINESS

None.

14. BY-LAWS:

15. CONFIRMING BY-LAW

- (a) By-Law to confirm the proceedings of Council for the Corporation of the Township of Puslinch

Resolution 2015-153: Moved by Councillor Stokley and
Seconded by Councillor Fielding

That the following By-law be taken as read three times and finally passed in open Council:

- By-Law **31/15** being a by-law to confirm the proceedings of Council for the Corporation of the Township of Puslinch at its meeting held on the 15th day of April 2015.


CARRIED

16. ADJOURNMENT:

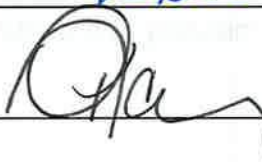
Resolution No. 2015-154: Moved by Councillor Fielding and
Seconded by Councillor Stokley

That Council hereby adjourns at 9:13 p.m.

CARRIED



Dennis Lever, Mayor



Karen Landry, CAO Clerk