



## **REPORT PD-2015-05**

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### 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

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### **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.

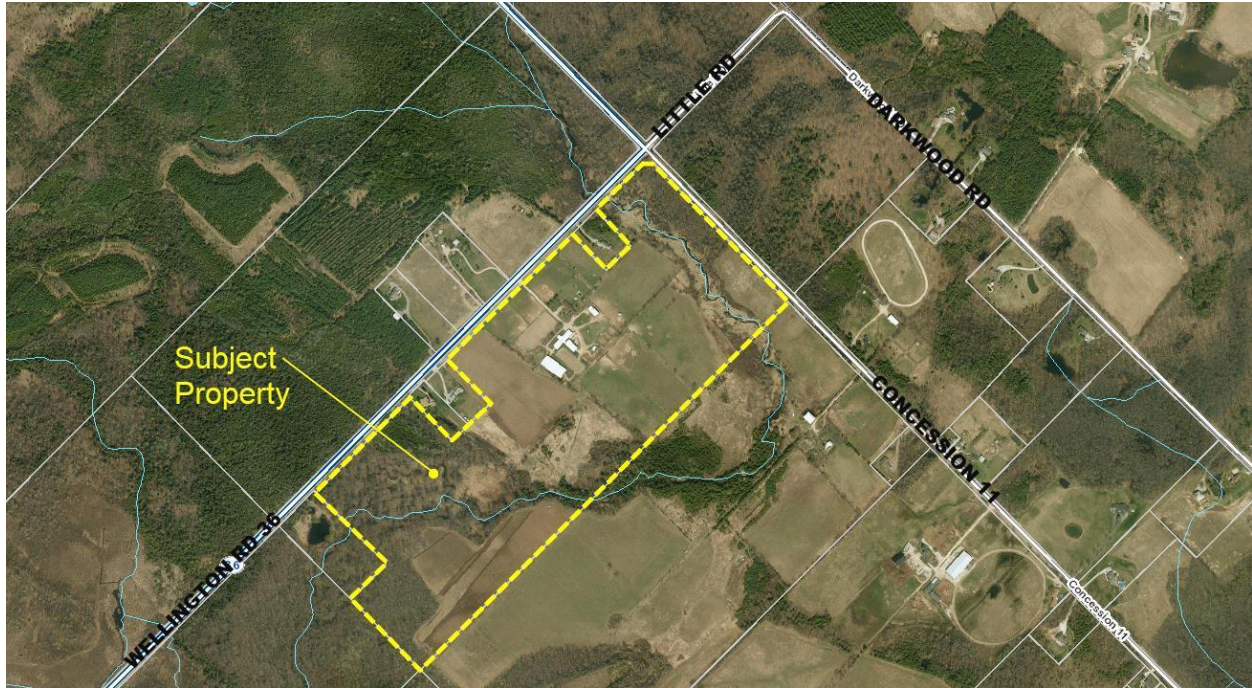
#### **2. Application**

The proposed application seeks to import approximately 69,500 m<sup>3</sup> 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 m<sup>3</sup>. The remaining 15,135 m<sup>3</sup> 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?

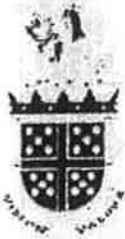
**R -** The Township through the passing of By-law 31/12 as amended has the authority to regulate fill being placed on property within the Township that is not regulated by the Conservation Authority. The Township has no authority or jurisdiction over the purchase and sale of land.

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 UNIT. INC  
CONTRACTOR: CLEAVELL SITE.COM  
JAY - 416-565-9249

**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 RD 36

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.

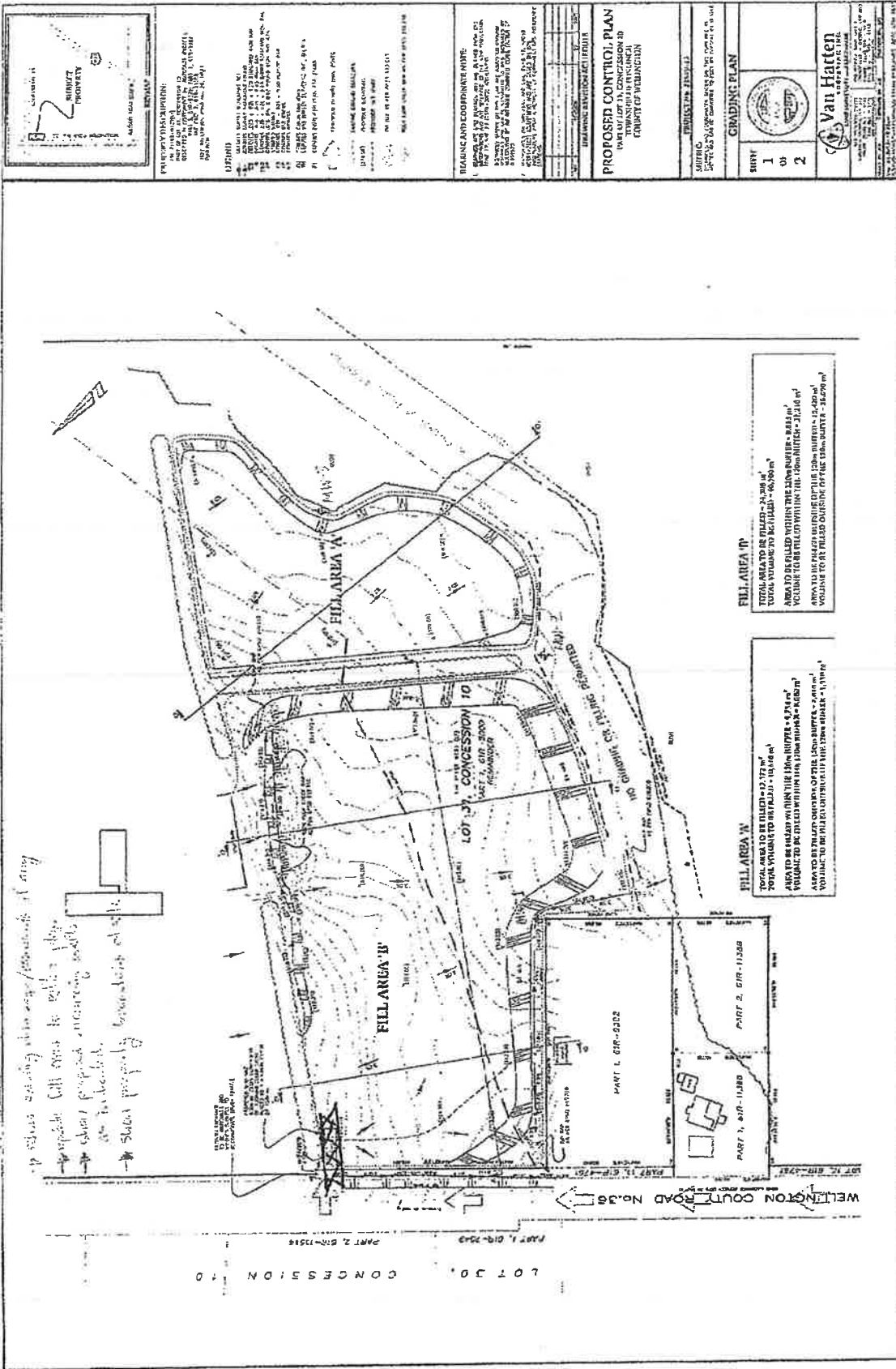
**CREDIT CARD**

VISA [REDACTED] AMOUNT: \$ 600.00  
 Exp Date \_\_\_\_\_ Name on Card JAMES FIEGAYE  
 Authorized Signature [Signature]

X X

Comments on Plan

- to show existing site work/measurements of area
- separate call outs to walls & steps
- show proposed measuring methods
- see schedule.
- Show property boundaries etc etc.





## 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 2<sup>nd</sup> day of February, 2015 Expires: 2<sup>nd</sup> 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 15<sup>th</sup>, 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 4<sup>th</sup> 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 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

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## **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**

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**TOWNSHIP OF PUSLINCH  
SITE ALTERATION AGREEMENT**

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

**B E T W E E N:**

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

PARTY OF THE FIRST PART

- and -

**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).

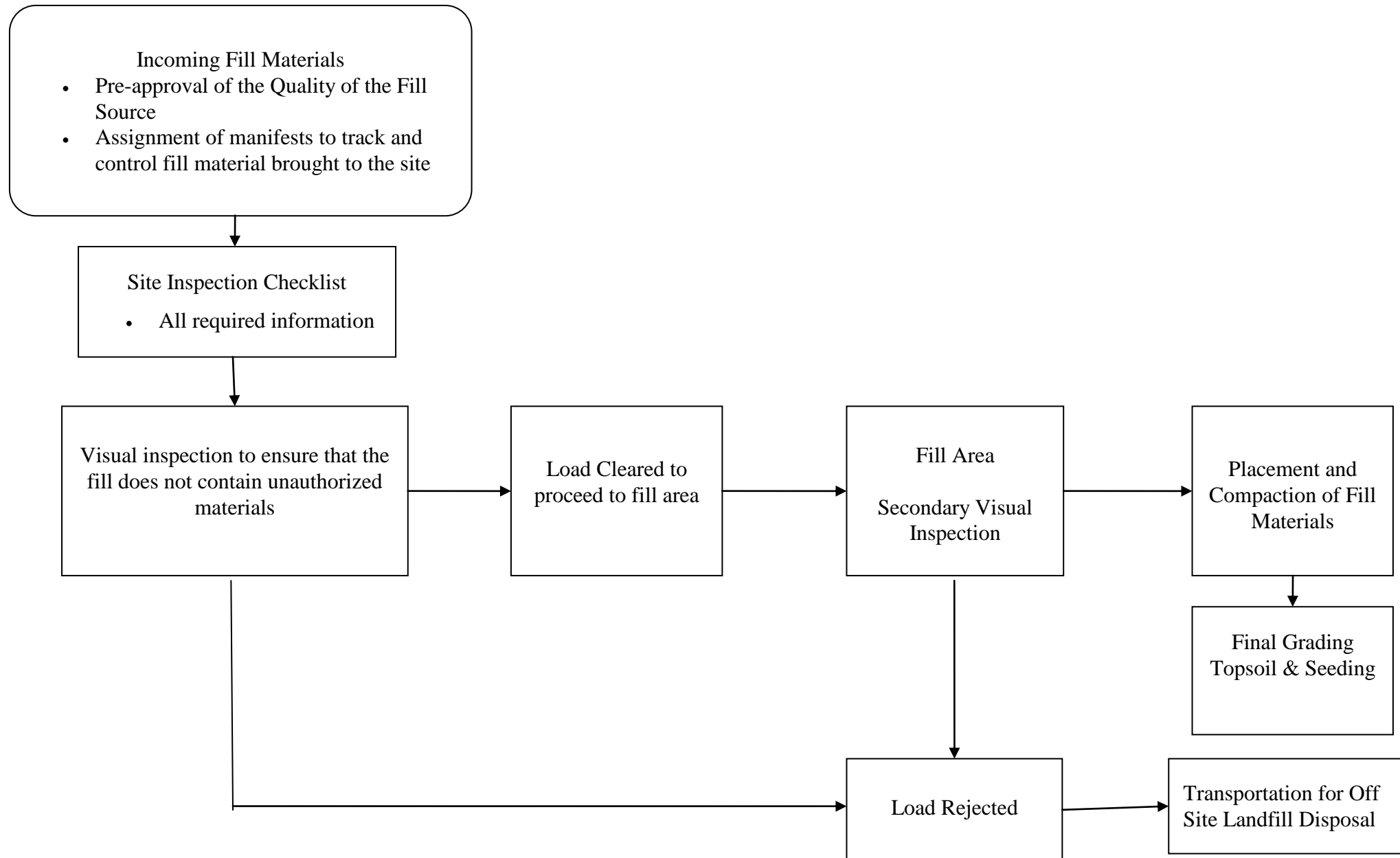
### **Operational Standards**

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 <sup>3</sup>
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.

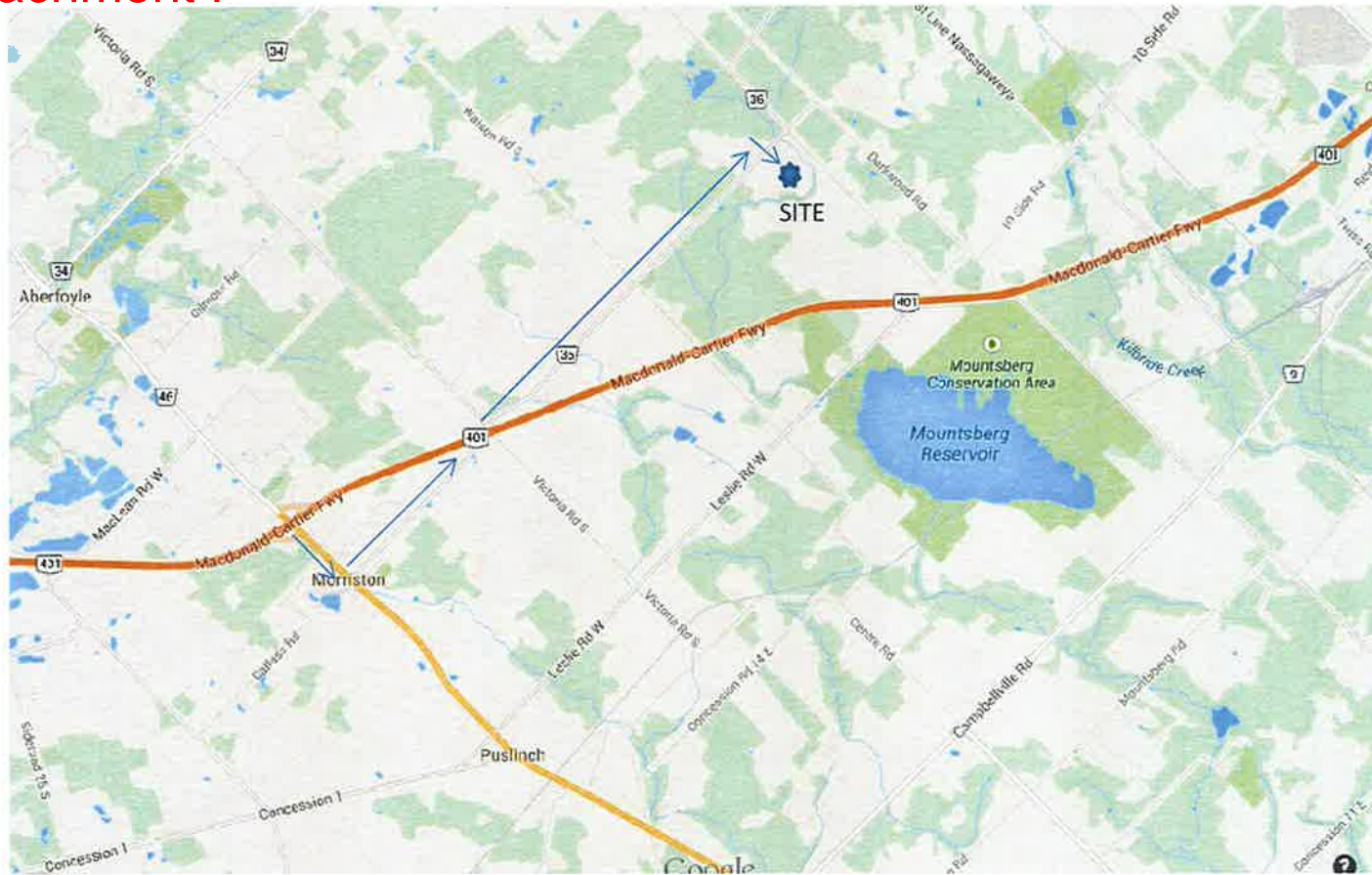
- 6.0** When the provisions of sections 4.0 and 5.0 above as well as Schedule C – Ground Water Monitoring Program have been fully complied with to the satisfaction of the Chief Building Official, he or she shall release the Permit Holder's security.

## SUMMARY OF FINANCIAL SECURITIES

A.	Site Works	\$100,000.00
B.	Township Roadways (Min.)	<u>\$ n/a</u>
	<b>TOTAL DEPOSIT</b>	<b>\$100,000.00</b>
C.	Municipal Service Fees	
	• Fee based upon quantity of fill material imported.	

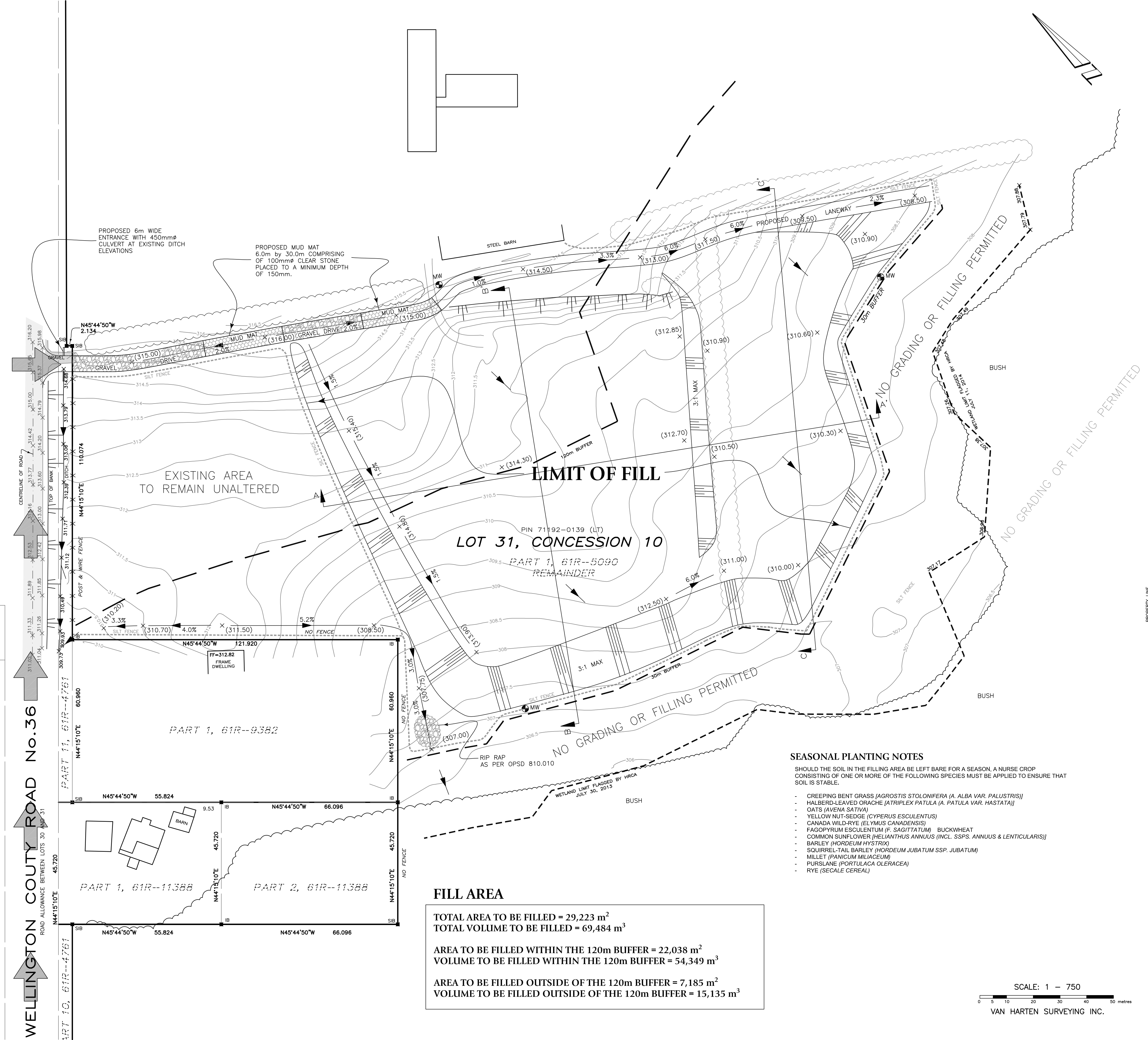


# Attachment F



**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

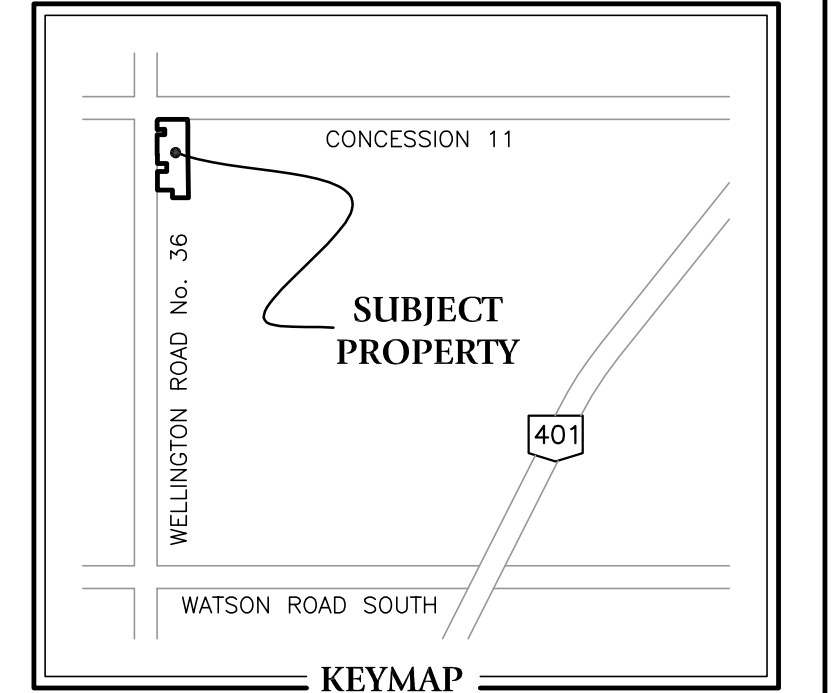
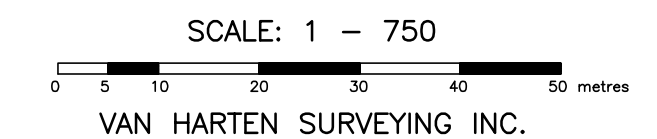
**FILL AREA**

TOTAL AREA TO BE FILLED = 29,223 m<sup>2</sup>  
TOTAL VOLUME TO BE FILLED = 69,484 m<sup>3</sup>

AREA TO BE FILLED WITHIN THE 120m BUFFER = 22,038 m<sup>2</sup>  
VOLUME TO BE FILLED WITHIN THE 120m BUFFER = 54,349 m<sup>3</sup>

AREA TO BE FILLED OUTSIDE OF THE 120m BUFFER = 7,185 m<sup>2</sup>  
VOLUME TO BE FILLED OUTSIDE OF THE 120m BUFFER = 15,135 m<sup>3</sup>

- 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 HYSTRIX)
  - SQUIRREL-TAIL BARLEY (HORDEUM JUBATUM SSP. JUBATUM)
  - MILLET (Panicum MILIACEUM)
  - PURSLANE (PORTULACA OLERACEA)
  - RYE (SECALE CEREA)



**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
  - 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.

**GRADING PLAN**

SHEET  
**1**  
OF  
**2**

**Van Harten**  
SURVEYING INC.  
LAND SURVEYORS and ENGINEERS

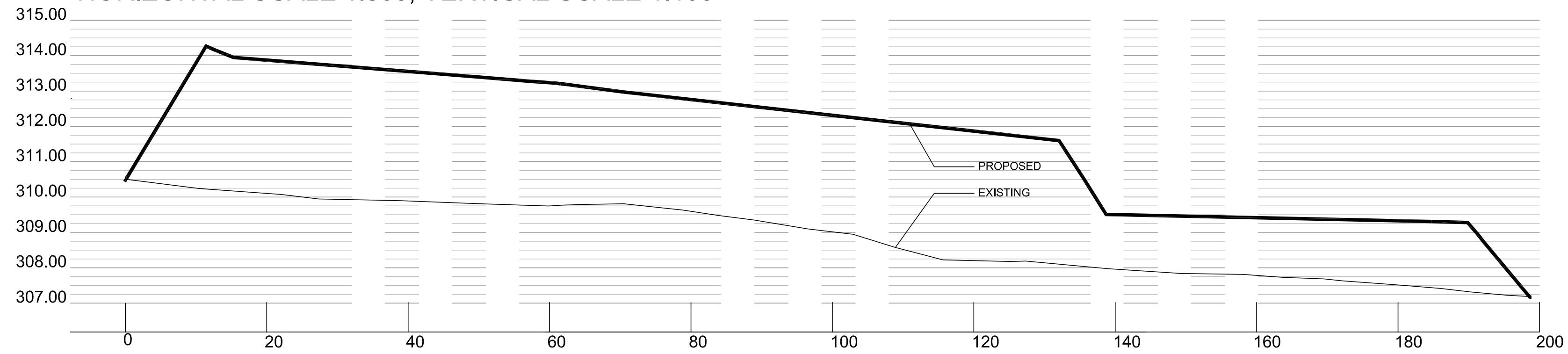
423 WOOLWICH STREET  
GUELPH - ONTARIO, N1H 3X3  
PHONE: (519) 821-2763  
FAX: 821-2770  
www.vanharten.com

660 RIDDELL ROAD, UNIT 1  
ORANGEVILLE - ONTARIO, L9W 5S5  
PHONE: (519) 940-4110  
FAX: 519-940-4113  
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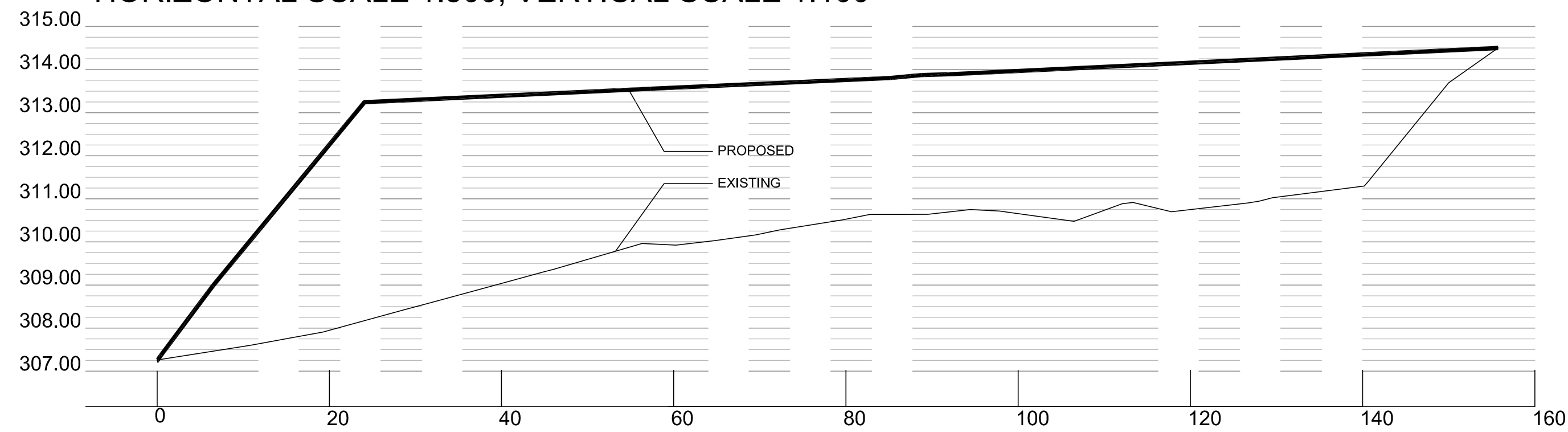
DRAWN BY: JLW    DESIGNED BY: JMD    CHECKED BY: JMD

Jan 15, 2015 - 2:26pm  
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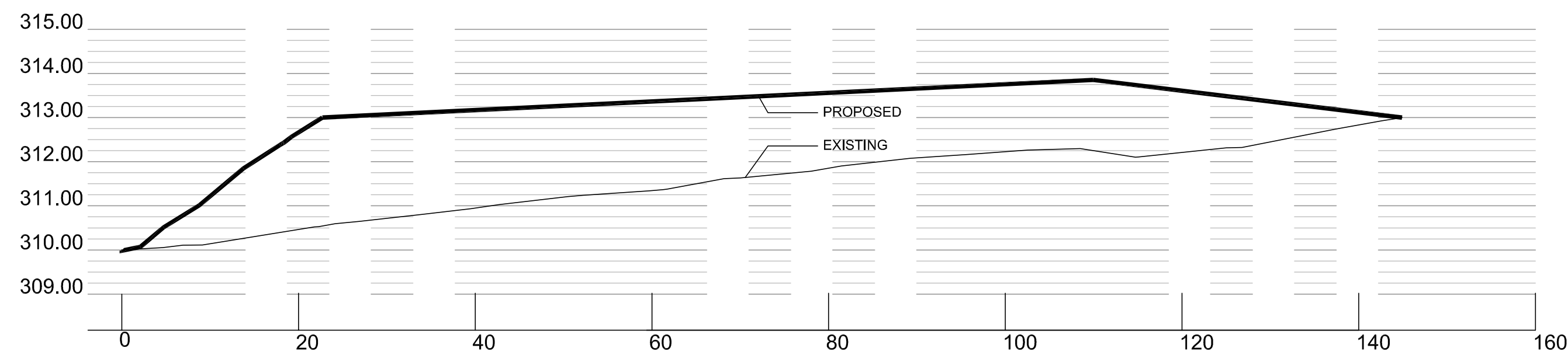
**CROSS-SECTION A-A'**  
HORIZONTAL SCALE 1:500, VERTICAL SCALE 1:100



**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**

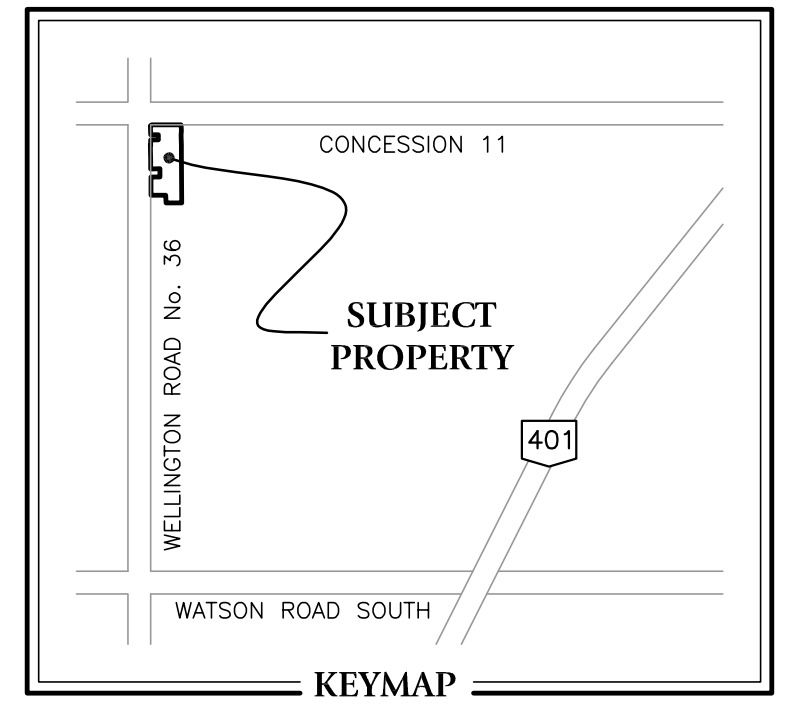
- SILT FENCE SHALL BE ERECTED AROUND THE PERIMETER OF WORKING AREA AS SHOWN.
- A GEOTECHNICAL CONSULTANT SHALL BE RETAINED PRIOR TO COMMENCEMENT OF ANY SITE WORKS TO PROVIDE ANY RELATED RECOMMENDATIONS. CONDUCT SITE VISITS AS REQUIRED AND TO DOCUMENT FILL PLACEMENT ACTIVITIES.
- AN ENVIRONMENTAL CONSULTANT 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**

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  - RYE (*SECALE CEREAL*)



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PUSLINCH

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2	TOWN COMMENTS	JLW	NOV 13/14
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**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:**  
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**CROSS-SECTIONS**

SHEET  
2  
OF  
2

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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