

June 10, 2025 – 4670 Sideroad 10 North

	Drawing/Document	Comment
Trace Associates Inc /XCG– Thomas Kolodziej, P. Eng.	<ul style="list-style-type: none"> Soil Report- May 16th 	See Attached.
Township of Puslinch – Andrew Hartholt, Chief Building Official		No further comments.
Township of Puslinch – Mike Fowler, Director of Public Works, Parks and Facilities		No comments.
Township of Puslinch – Justine Brotherston, Designated Official		<ol style="list-style-type: none"> 1) Provide the farm business registration number of the agricultural operation as well as the name and contact information for the farmer? 2) Can you please provide the Township with the anticipated improvement in yields as a result of the project? 3) Provide a statement of the nature of the agricultural operation (e.g. types of crops to be grown, anticipated rotation of crops if any, etc.) 4) Provide a workplan or documentation demonstrating that work near the adjacent properties is to be completed near the beginning or end of the construction season/project to minimize impacts. 5) Update the complaint protocol to include well interference. 6) Provide additional information on dust control measures such utilizing a windsock to determine dust patterns and mitigation measures such as regulating truck speed on site, or adjustments to work area based on wind patterns. 7) Provide information regarding the location of wells on adjacent neighbouring properties to the area of site alteration.



June 10, 2025 – 4670 Sideroad 10 North

		<p>8) Provide the impact to the amount of time required to complete the project based on the following:</p> <ul style="list-style-type: none">a. If the Township were to approve the request for extended site alteration activity hours as presented.b. If the Township were to approve the request for extended site alteration hours for weekdays only.c. If the Township were to deny the request for extended site alteration hours.
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June 5, 2025
Trace Project No. 900-0476-01

Submitted via email: ozhang@puslinch.ca

Township of Puslinch
7404 Wellington Road 34
Puslinch, Ontario N0B 2J0

Attention: Olive Zhang, Municipal Building Official

Dear Olive:

Re: Review of Soil Characterization Report for 210 Mohawk Road, East Hamilton, Ontario Site Alteration Permit Application

1.0 INTRODUCTION, PURPOSE, AND USE

As requested by the Corporation of the Township of Puslinch (the Township), Trace Associates Inc. (Trace), has reviewed a report titled "Soil Characterization Report for 210 Mohawk Road, East, Hamilton, Ontario," dated August 7, 2024, (SCR), prepared by Fortis Environmental Inc. (Fortis). The SCR was submitted in support of the Site Alteration Permit Application (the Application) for the property located at 4670 Sideroad 10 North, Township of Puslinch, Ontario (the Site).

Trace understands that six truckloads of imported fill have been brought to the Site and placed in the area to be used for the future construction of the pole barn. Trace also understands that the SCR documents, amongst other things, the past uses of the source site for the fill brought to the Site, i.e., 210 Mohawk Road, East in Hamilton, Ontario, and the quality of the fill brought to the Site.

As instructed by the Township, the purpose of the review completed by Trace was to determine if the information and data included in the SCR meets the requirements of By-law Number 2023-057 (Site Alteration By-law), and if the quality of the fill imported to the Site meets the applicable soil use and/or property use quality standards.

This document was prepared under Trace's Professional Report Conditions (provided as Appendix A). The scope of this document is limited to the matters expressly covered. This document was prepared for the sole benefit of the Corporation of the Township of Puslinch and may not be relied upon by any other person or entity without the express written consent of the Corporation of the Township of Puslinch and Trace Associates Inc. Any use or reuse of this document (or the findings, conclusions, and/or recommendations represented herein) by parties other than those listed above is at the sole risk of those parties.



2.0 TRACE REVIEW COMMENTS

Based on Trace's review of the SCR, a total of five confirmatory in-situ samples were collected from approximately 1,925 cubic metres (m³) of excess soil generated at the source site (210 Mohawk Road, East, Hamilton). In accordance with the document titled "Rules for Soil Management and Excess Soil Quality Standards," dated February 2024 (Soil Rules), made under Ontario Regulation (O. Reg.) 406/19, at least one in-situ soil sample must be collected for every 200 m³ of excess soil generated. Given the approximate volume of excess soil generated at the source site was 1,925 m³, a minimum of 10 confirmatory samples should have been collected from the excess soil. The SCR did not include a rationale for not collecting the minimum number of in situ confirmatory samples prescribed in the Soil Rules.

Based on Trace's review of the SCR, the excess soil was analyzed for the appropriate parameters. Furthermore, the analytical results indicate that the concentrations of the analyzed parameters met the applicable Table 2.1, full-depth excess soil quality standards (ESQS) for use in a potable groundwater condition with the exception of salt-related parameters, i.e., the sodium adsorption ratio (SAR), and the electrical conductivity (EC). As such, the imported fill is suitable (from the environmental standpoint) for on site use underneath the pole barn, as long as this fill is **not** placed within 30 metres of a water body, and/or within 100 metres of a potable water well.

3.0 CONCLUSIONS

Based on the review of the above-listed documents, Trace has concluded the following:

1. The number of confirmatory samples collected from the excess soil generated at source site (five) does not meet the minimum number (10) of in situ confirmatory samples prescribed in the Soil Rules. As such, the SCR does not meet the requirements of the Site Alteration By-law.
2. The quality of the imported fill to be used underneath the pole barn meets applicable Table 2.1 ESQS.

4.0 RECOMMENDATIONS

Based on the review of the above-listed documents, Trace provides the following recommendations:

1. The fill brought to the site for use under the pole barn should be resampled to properly document its suitability for the intended on-site use. The analytical parameters and the minimum number of confirmatory samples should be determined in accordance with the Soil Rules and the quantity of the fill brought to the Site.

5.0 LIMITATIONS

The scope of this document is limited to the matters expressly covered. The Corporation of the Township of Puslinch and any other party using this document with the express written consent of the Corporation of the Township of Puslinch and Trace also acknowledge that the conclusions and recommendations set out in this document are based on information and data provided by others. The reviewed information and data were assumed to be accurate unless otherwise stated and were not independently verified by Trace. As such, Trace Associates Inc. cannot be held responsible for environmental conditions at the subject site that were not apparent from the reviewed information and data or due to errors and/or omissions in the information and data reviewed.

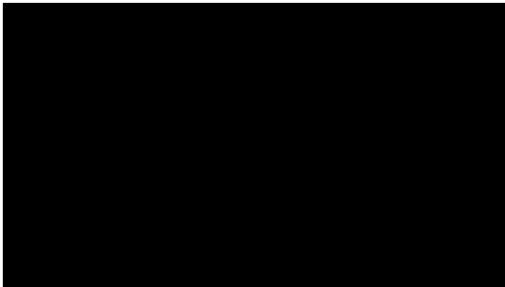


This document was prepared for the sole benefit of the Corporation of the Township of Puslinch and may not be relied upon by any other person or entity without the express written consent of the Corporation of the Township of Puslinch and Trace. Any use or reuse of this document (or the findings, conclusions, and/or recommendations represented herein) by parties other than those listed above is at the sole risk of those parties.

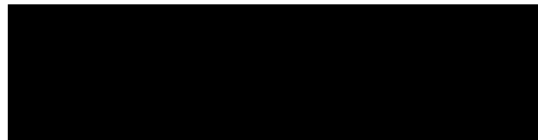
6.0 CLOSURE AND QUALITY MANAGEMENT

We trust this meets your requirements. Should you have any questions or comments, please contact the undersigned.

Respectfully submitted,
Trace Associates Inc.



Prepared by:
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TK/kp, jp

APPENDICES

Appendix A..... Trace Associates Inc. Professional Report Conditions



DOCUMENT CONTROL

Revision	Description	Project Manager	File Location	Date Issued
0	Issued for client use	Thomas Kolodziej	K:(Drive) Projects	June 5, 2025



Appendix A

Trace Associates Inc.
Professional Report
Conditions

1.0 USE OF REPORT

This report pertains to a specific site, development, organization, or business and a specific scope of work, all as specifically identified in the within report (the "Report") (such site, development, organization or business and scope of work is hereinafter referred to as the "Subject"). It is not applicable to any other Subject. An assessment or evaluation of a Subject other than the one specifically identified in the within Report would necessitate a supplementary evaluation.

This Report and the assessments, evaluations, and recommendations contained in it are intended for the sole use of Trace Associates Inc.'s (Trace's) client, as specifically identified in the Report (the "Client"). If this Report is being read by any other person (other than from a regulatory body or government agency), such person is hereby advised that Trace is not making any observations, evaluations, or recommendations for such person's benefit and such person is unable to rely on the contents of this Report. Any such person would use this Report at their own risk, and liability is expressly declined to any person other than the Client. Accordingly, no responsibility is accepted by Trace for any damages suffered by any reader of this Report other than the Client. Diligence by all readers is assumed. Any use of or reliance on the Report by any person other than the Client is at the sole risk of the user.

This Report is subject to copyright and may not be reproduced either wholly or in part without the prior, written permission of Trace. The Client agrees that it shall use the Report for its own internal purposes, and it shall not provide the Report to another party (other than a regulatory body or government agency). The report provided is suitable for use by the client for the intended purpose only after accounts are settled for the work conducted.

2.0 LIMITATION OF REPORT

This Report is based solely on the information and conditions that existed and were presented to Trace at the time of Trace's evaluation. The Client acknowledges conditions affecting the contents of this Report can vary with time and that the conclusions and recommendations set out in this Report are time sensitive.

The Client also acknowledges that the conclusions and recommendations set out in this Report are based on limited observations and upon circumstances, assumptions and information presented or made available to Trace by the Client and, where applicable testing on the Subject site. Further, the Client acknowledges that conditions may vary across a site and with time which, in turn, could affect the conclusions and recommendations made.

The Client acknowledges that Trace is neither qualified to, nor is it making, any recommendations with respect to the purchase, sale, investment or development of the site, the decisions on which are the sole responsibility of the Client.

3.0 INFORMATION PROVIDED TO TRACE BY OTHERS

During the performance of the work and the preparation of this Report, Trace may have relied on information provided by persons (third parties) other than the Client if instructed to do so by the Client. Trace did not verify this information and accepts no responsibility for the accuracy or the reliability of such information and disclaims all liability with respect thereto.



4.0 LIMITATION OF LIABILITY

In consideration of Trace providing the services requested by the Client to complete the Report, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Client, the Client agrees that Trace's liability shall be limited as follows:

1. With respect to any claims brought against Trace by the Client for damages of any kind whatsoever, including without limitation, incidental, consequential, exemplary, or punitive damages, for any reason whatsoever arising out of the observations, conclusions, or recommendations contained in the Report, the amount of such claim and the extent of Trace's liability shall be limited to the amount of fees paid by the Client to Trace under this Agreement.
2. With respect to claims brought by any third parties arising out of the contents of this Report, the Client agrees to indemnify, defend, and hold harmless Trace from and against any and all claim or claims, action or actions, demands, damages, penalties, fines, losses, costs, and expenses of every nature and kind whatsoever, including solicitor-client costs, arising or alleged to arise either in whole or part out of services provided by Trace or the Report completed by Trace.

5.0 DISCLOSURE OF INFORMATION BY CLIENT

The Client acknowledges that in conducting the scope of work (the "Scope") and preparing the Report, Trace has relied on information provided by the Client. Trace, in conducting the Scope and preparing the Report, has assumed the accuracy, and has not attempted to verify the completeness of all such information. The Client acknowledges that Trace cannot be held liable for any damages to the Client resulting from any inaccuracies or incompleteness in the information provided by the Client to Trace.

6.0 STANDARD OF CARE

Services performed by Trace for this Report have been conducted in a manner consistent with the level of skill ordinarily exercised by members of the professional associations of which Trace's employees who worked on this Scope and this Report are members. Professional judgment has been applied in developing the conclusions and/or recommendations provided in this Report (or under separate cover). No further warranty or guarantee, express or implied, is made concerning the test results, comments, recommendations, or any other portion of this Report.

7.0 NOTIFICATION OF AUTHORITIES

The Client acknowledges that in certain instances, the discovery of hazardous substances or conditions and materials may require that regulatory agencies and other persons be informed. The Client acknowledges and agrees that the notification of such bodies or persons remains wholly the responsibility of the Client; however, agrees that notification to such bodies or persons, as required, may be done by Trace in Trace's reasonably exercised discretion.

8.0 OWNERSHIP OF INSTRUMENTS OF SERVICE

The Client acknowledges that all reports, plans, and data generated by Trace during the performance of the work and preparation of the Report and other documents prepared by Trace in the course of performing the scope are considered its professional work product and shall remain the copyright property of Trace. Any patents, methods, ideas, concepts, know-how, copyrights, trademarks, trade secrets, or other intellectual property rights developed by Trace prior to, during, and in the course of performing the Services



("IP") will be the exclusive property of Trace. The only exception to this is where Trace has prepared an Emergency Response Plan and associated training materials for a Client; in these cases, the Client owns these documents and is solely responsible for their implementation in an emergency.

9.0 ALTERNATE REPORT FORMAT

Where Trace submits both electronic file and hard copy versions of the Report, drawings, and other documents and deliverables (collectively termed "Trace's instruments of professional service"), the Client agrees that only the signed and stamped versions shall be considered final and legally binding. Trace shall keep the original electronic documents for record and working purposes, and, in the event of a dispute or discrepancies, Trace's electronic copy shall govern.

The Client agrees that both electronic file and hard copy versions of Trace's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party, except Trace. The Client warrants that Trace's instruments of professional service will be used only and exactly as submitted by Trace and for the purpose for which such instruments of professional service were intended.

The Client recognizes and agrees that electronic files submitted by Trace have been prepared and submitted using specific software and hardware systems. Trace makes no representation about the compatibility of these files with the Client's current or future software and hardware systems.

10.0 RECORDS RETENTION

Trace will, at its own cost and effort, retain project related Client data, including billing records, project files, documents, and final reports, for 12 years from the date of written authorization to proceed with the Scope. After 12 years, all data and information will be destroyed without notice to the Client. The Client may request in writing, within the 12-year period, copies of such information, and Trace will provide the information to the Client at the Client's cost.

11.0 GOVERNING LAW

The validity, construction, and performance of these General Conditions, which the Client shall be deemed to have accepted upon its acceptance of this Report, shall be governed by the laws in effect in the Province where the Subject site is located.