

June 26, 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 Meritech Engineering Letter Dated June 20, 2025,  
4670 Sideroad 10 North, Township of Puslinch, Ontario

## **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 letter titled *Response to 3<sup>rd</sup> Site Alteration Permit Application Submission, 4670 Sideroad 10 North, Township of Puslinch*, dated June 20, 2025 (Meritech, 2025) (Response Letter), prepared by Meritech Engineering (Meritech) (Meritech, 2025). This document was prepared under Trace's Professional Report Conditions (provided as Appendix A).

The Response Letter was submitted to address the Township's questions and concerns following May 28, 2025, Public Information Meeting that was held as part of the Site Alteration Permit Application (the Application) process for the property located at 4670 Sideroad 10 North, Township of Puslinch, Ontario (the Site). Based on the Township's instructions provide in the email dated June 26, 2025, Trace reviewed the Meritech's responses provided under Items 5 and 6 of the Response Letter. For reference, a copy of the Response Letter is included as Appendix B.

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. 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

### 2.1 Response Letter Item 5

Township Comment:

*Update the complaint protocol to include well interference.*

Meritech's Response:

*We recommend the complaint procedure or applicable document to contain the following:*

*"Upon receiving evidence from a qualified professional demonstrating that the construction activity is the direct cause of changes to the respective owner's water well, the applicant will undertake necessary work to rectify the changes."*

*Notwithstanding the above, we note that the Township's engineer stressed during the public information meeting that complying with the Government's regulations and procedures is deemed to be adequate to address this matter with regards to water quality. In addition, this application was screened by the Township's engineer to determine required engineering review components. Nothing regarding this matter was required.*

Trace Comment:

Based on Trace's review of the information and data provided in the Response Letter, as well as in the documents submitted in support of the Application that were previously reviewed by Trace (please refer to Trace letters dated April 23, May 12, and June 5, 2025), the amendment to the compliant procedure proposed by Meritech is appropriate.

### 2.2 Response Letter Item 6

Township Comment:

*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.*

Meritech's Response:

*Dust Control Measures are to include the following:*

*1. Wind Conditions - all activities must be terminated if the wind speed is greater than 30km/h. A windsock will be erected and located near the work area to provide indication of wind intensity and direction.*

*2. Water for Dust Suppression – A water truck will be present and applied consistently for dust control. At the end of each workday, water trucks may treat all exposed areas to create a stabilizing crust on the soil.*

*3. Traffic Management - During construction, vehicle and equipment travel speeds within the site should be kept to a minimum. The maximum speed of vehicles at a construction site/roadway should be limited to 30 km/h. The hard surfaces on the site must be cleaned either at the end of the workday or within a day of the construction activity. If possible, restrict vehicle access to the site to essential vehicles only.*



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Trace Comment:

**Item 1. Wind Conditions:**

Trace recommends adding evidence of visible dust discharging from the Site and onto the adjacent properties, particularly those located to the north, east and south of the Site that include residential dwellings, as another trigger for adjusting or halting on-site activities that are the source of dust discharging from the Site.

**Item 3. Traffic Management:**

The maximum speed should be based on the evidence of visible dust discharging from the Site onto the adjacent properties. As such, Trace recommends amending the wording regarding the maximum speed to include the wind conditions (i.e., the speed and the direction) and the evidence of visible dust discharging from the Site onto the adjacent properties.

### **3.0 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.

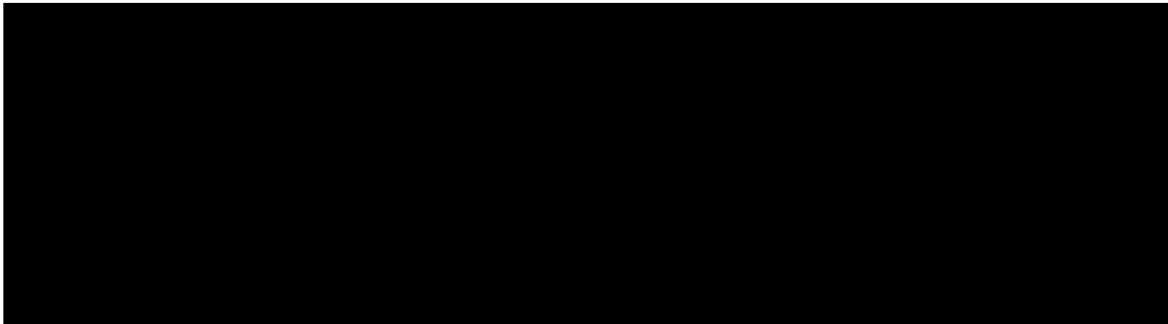
This document was prepared for the sole benefit of the Corporation of the Township of Puslinch and may not be relied upon by any other person or entity without the express written consent of the Corporation of the Township of Puslinch and Trace. Any use or reuse of this document (or the findings, conclusions,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



## 4.0 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.



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TK/so

## APPENDICES

Appendix A.....Trace Associates Inc. Professional Report Conditions  
Appendix B.....Meritech Engineering, Letter Dated June 20, 2025

## DOCUMENT CONTROL

Revision	Description	Project Manager	File Location	Date Issued
0	Issued for client use	Thomas Kolodziej	K: Projects (Final)	June 26, 2025

## 5.0 REFERENCES

Meritech (Meritech Engineering). (2025). *Response to 3rd site alteration permit application submission, 4670 Sideroad 10 North, Township of Puslinch.*



## **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.



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## 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.





## **Appendix B**

Meritech Engineering  
Letter Dated June 20, 2025