



**The Corporation of the Township of Ignace
Regular Meeting of Council
Tuesday, May 23rd, 2023 @ 4:30 p.m.**

Agenda

1. Call to Order - Chaired by Interim Mayor Kim Baigrie

Interim Mayor Baigrie calls the Regular Meeting of Council to order this 23rd day of May 2023, at _____ p.m.

2. Adjournment to Closed Meeting Session

Motion: #2023.05.23.124

Moved By: _____

Seconded By: _____

THAT, Council convenes into the Closed Session of this Regular Meeting of Council this 23rd day of 2023, chaired by Interim Mayor Baigrie at _____ p.m., to discuss the following items:

Closed Session Matters

Pursuant to Section 239 (2) (b), (d), and (i) of the Municipal Act:

(b) personal matters about an identifiable individual, including municipal or local board employee

- Human Resources

(d) labour relations or employee negotiations

- Labour Relations

(i) a trade secret or scientific, technical, commercial, financial, or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization

- NWMO

Carried

3. Reconvene to Regular Meeting of Council

Motion: #2023.05.23.125

Moved By: _____

Seconded By: _____

THAT, Council Reconvenes to the Regular Meeting of Council this 23rd day of May 2023, chaired by Interim Mayor Baigrie at ____ p.m.

Carried

ACKNOWLEDGMENT OF THE LANDS

4. Call for Amendments to the Agenda

5. Approval of the Agenda Page

Motion: # 2023.05.23.127

Moved By: _____

Seconded By: _____

THAT, Council for the Corporation of the Township of Ignace does hereby approve the Agenda for the Regular Meeting of Council this 23rd day of May 2023, as _____.

Carried

6. Declaration of Pecuniary Interest

7. Delegations/Deputations/Presentation

Brennain Lloyd (Northwatch) - Ignace Willingness Project & NWMO Siting Considerations

8. Consent Agenda

Motion: # 2023.05.23.128

Moved By: _____

Seconded By: _____

THAT, Council for the Corporation of the Township of Ignace does hereby approve the Consent Agenda for the Regular meeting of Council this 23rd day of May 2023, as _____.

AND, all directions and/or any recommendations or motions included therein.

1. Previous Minutes

Regular Meeting of Council - April 24, 2023 **Page 5-15**

Special Meeting of Council - April 25, 2023 **Page 16-19**

Special Meeting of Council - May 2, 2023 **Page 20-24**

2. Monthly Reports

2.2 Municipal Administrator - Rhonda Smith **Page 25-26**

2.3 Public Works Department - Roger Roy **Page 27-28**

2.4 Community Development Strategist - Keith Roseborough **Page 29-30**

2.4 By-Law Officer Report **Page 31-32**

2.5 Fire Department Report **Page 33**

3. Correspondence

3.1 Veolia - Ignace Drinking Water Treatment Plant - Membrane Replacement Proposal **Page 34-60**

3.2 Demolition of 325 Front Street (Pinchin Report) - Report by MLEO **Page 61-72**

3.3 Groundwater Monitoring and Sampling Program - Pinchin **Page 73-113**

3.4 Highway Corridor Cleanup – Status Update by the MLEO **Page 114-116**

3.5 Exemption Request for White Otter Days – Report by the MLEO **Page 117-123**

3.6 Exemption Request for Fireworks – Report by the MLEO **Page 124-128**

3.7 Signs and Cost Report - Report by the MLEO **Page 129-138**

3.8 Seniors Housing - Municipal Administrator Report **Page 139-140**

3.9 Ignace Otters Snowmobile Club **Page 141**

3.10 VoterView List Management Services Agreement **Page 142-145**

3.11 Northern Waterworks Monthly Reports – March 2023 **Page 146-160**

3.12 Northern Waterworks Correspondence **Page 161**

3.13 Public Health and Mental health Promotion **Page 162-168**

3.14 Preliminary Design and Class Environment Assessment for the Replacement of the CPR Overhead at Martin on Hwy 17 **Page 169-171**

3.15 Enbridge Gas Inc. - Correspondence **Page 172**

3.16 Bill 5 - Stopping Harassment and Abuse by Local Leaders Act 2022 - Dufferin County, Township of Mulmur, Town of Cobourg, City of Sault. Ste. Marie, Oxford County, Town of Orangeville, Municipality of Shuniah, **Page 173-188**

3.17 School Bus Stop Arm Camera - Town of Bracebridge, Tay Valley Township **Page 189-192**

3.18 Third Party Locates - Municipality of Shuniah **Page 193**

3.19 Housing and Homelessness - Bonfield Township **Page 194**

3.20 Long-Term Care Funding to Support Community Care Services - Bonfield Township City of Stratford **Page 195-196**

3.21 Amend Municipal Act - Municipality of Wawa **Page 197-198**

3.22 Provincial Planning Statement (PPS) **Page 199-200**

9. Consideration of Consent Items Requiring Discussion

10. Business Arising from Closed Session

11. By-Laws

13. Notice of Motions

14. Confirmatory By-Law

Motion #: 2023.05.23. _____

Moved by: _____

Seconded by: _____

THAT By-Law # ____.2023, Being a By-Law to Confirm the Proceedings of the Council of the Corporation of the Township of Ignace Regular Meeting dated May 23rd, 2023, be read a First, Second and Third time and passed.

Carried

15. Adjournment

Motion #: 2023.05.23. _____

Moved by: _____

Seconded by: _____

THAT, the Regular Meeting of Council this 23rd day of May 2023, be adjourned at _____.



The Corporation of the Township of Ignace
REGULAR Meeting of Council
Monday, April 24, 2023
4:30 p.m.

MINUTES

Council: Kim Baigrie, Interim Mayor
John Taddeo, Councillor
Jodie Defeo, Councillor

Staff: Rhonda Smith, Interim Clerk
Roxanne Cox, Deputy Clerk
Keith Roseborough, Special Projects

Public: 14
Zoom: 31

1. Call to Order: Chaired by Interim Mayor Kim Baigrie

Interim Mayor Baigrie calls the Regular Meeting of Council to order this 24th day of April 2023 at 4:33 p.m.

2. Adjournment to Closed Meeting Session

Motion: 2023.04.24.084

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council convenes into the Closed Session of this Regular Meeting of Council this 24th day of April 2023, chaired by Interim Mayor Baigrie, at 4:34 p.m. to discuss the following items:

Closed Session Matters

Pursuant to Section 239 (2) (d), (e), of the Municipal Act:

(d) labour relations or employee negotiations

- Labour Relations

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

- Legal Matters

Carried

3. Reconvene to Regular Meeting of Council

Motion: 2023.04.24.085

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council reconvenes to the Regular Meeting of Council this 24th day of April 2023, chaired by Interim Mayor Baigrie at 6:00 p.m.

Carried

ACKNOWLEDGEMENT OF THE LANDS

4. Call for Amendments to the Agenda - None

5. Approval of Agenda

Motion: 2023.04.24.086

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace does hereby approve the Agenda for the Regular Meeting of Council this 24th day of April 2023, as **Presented.**

Carried

6. Declarations of Pecuniary Interest

The Chair calls for any declaration of pecuniary interest, and the general nature thereof under the Municipal Conflict of Interest Act with respect to the agenda for this meeting.

None

Interim Mayor Baigrie gave an update

7. Delegations/Deputations/Presentations

7.1 Jaspreet Sahota - Project Updates for 405 Pine Street (20 Unit Residential Building) and Sive Lake Motel Ignace Inc. (Highway Motel)

7.2 Joe Barnes - 700 Pine Street Residence

8. **Consent Agenda**

Motion: 2023.04.24.087

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace does hereby approve the Consent Agenda for the Regular meeting of Council this 24th day of April 2023, as **Presented**.

AND, all directions and/or any recommendations or motions included therein.

1. Previous Minutes

- 1.1 Special Meeting of Council dated February 16, 2023 [Page 5-7](#)
- 1.2 Special Meeting of Council dated February 17, 2023 [Page 8-9](#)
- 1.3 Regular Meeting of Council dated February 21, 2023 [Page 10-17](#)
- 1.4 Special Meeting of Council dated March 2, 2023 [Page 18-19](#)
- 1.5 Special Meeting of Council dated March 21, 2023 [Page 20-21](#)
- 1.6 Special Meeting of Council dated March 25, 2023 [Page 22-23](#)
- 1.7 Emergency Meeting of Council dated April 4, 2023 [Page 24-25](#)
- 1.8 Special Meeting of Council dated April 4, 2023 [Page 26-29](#)

2. Monthly Reports

- 2.2 Finance/Corporate Department [Page 30-31](#)
- 2.3 Public Works Department [Page 32-33](#)
- 2.4 By-Law Officer [Page 34-35](#)
- 2.5 Fire Department [Page 36](#)

3. Correspondence

- 3.1 Filling Vacancies [Page 37-38](#)
- 3.2 Organizational Chart [Page 39-44](#)
- 3.3 JML - Pine Street Culvert [Page 45-47](#)
- 3.4 Silver Tops Door Actuator [Page 48-50](#)
- 3.5 Project Manager Position Update [Page 51](#)
- 3.6 Repayment of Interim Clerk's Course [Page 52-59](#)
- 3.7 Fire Hydrants - PW Manager Report [Page 60-61](#)
- 3.8 Arena Canteen Refrigerator - PW Manager Report [Page 62-63](#)
- 3.9 Free Dump Days - Recreation Programmer Report [Page 64-65](#)
- 3.10 Science North Day Camp - Recreation Programmer Report [Page 66-70](#)
- 3.11 Business License By-Law - Discussion [Page 71-96](#)
- 3.12 Library Board Request - Greg Waldock [Page 97](#)
- 3.13 Ignace Fire Department - Funding Proposal [Page 98](#)
- 3.14 Ignace Nursery School Graduation 2023 [Page 99](#)
- 3.15 Northern Waterworks - 2022 Annual Report for Ignace Drinking Water [Page 100-120](#)
- 3.16 Northern Waterworks - 2022 Annual Report for Ignace Water Pollution [Page 121-143](#)
- 3.17 Northwestern Health Unit - Food Insecurity in the North [Page 144-145](#)
- 3.18 Ministry of Municipal Affairs and Housing - Housing Supply Crisis [Page 146-147](#)
- 3.19 We the Nuclear Free North Correspondence [Page 148](#)
- 3.20 Radioactive Wastes The Questions Multiply - Friday, April 21st [Page 149](#)

- 3.21 Treasury Community - Newsletter Issue #1 Page 150-153
- 3.22 Canadian Pacific 2023 Vegetation Control Program Page 154-155
- 3.23 MNR - Inspection of 2023-2023 Approved Annual Work Schedule Page 156-162
- 3.24 Municipal Engineers Assoc. 2023 Bursary Awards Program - Page 163-169
- 3.25 International Day Against Homophobia and Transphobia - Page 170
- 3.26 Homelessness in Ontario - NOMA, Corp. of Town of Cobourg, Niagara Page 171-177

Amendments:

None

Pulled for Discussion

- 3.1 Filling Vacancies Page 37-38
- 3.2 Organizational Chart Page 39-44
- 3.3 JML - Pine Street Culvert Page 45-47
- 3.4 Silver Tops Door Actuator Page 48-50
- 3.6 Repayment of Interim Clerk's Course Page 52-59
- 3.7 Fire Hydrants - PW Manager Report Page 60-61
- 3.8 Arena Canteen Refrigerator - PW Manager Report Page 62-63
- 3.9 Free Dump Days - Recreation Programmer Report Page 64-65
- 3.10 Science North Day Camp - Recreation Programmer Report Page 66-70
- 3.11 Business License By-Law - Discussion Page 71-96
- 3.12 Library Board Request - Greg Waldock Page 97
- 3.13 Ignace Fire Department - Funding Proposal Page 98
- 3.14 Ignace Nursery School Graduation 2023 Page 99

Carried

9. Consideration of Consent Items Requiring Discussion

- ❖ Interim Mayor Baigrie gave a Mayor's Report update
- ❖ Cllr. Jodie Defeo gave an update
- ❖ Interim Clerk/Treasurer updated public regarding the Arena. The Engineer did a site visit at the Arena on Friday and there is no structural damage. He will be sending his report to Ministry of Labour immediately

3.1 Filling Vacanciers

Motion: 2023.04.24.088

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby direct the Interim Clerk/Treasurer to prepare an "Expression of Interest" package for the public and placed on our Website for potential Candidate use

Carried

3.2 Organizational Chart

Motion: 2023.04.24.089

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the report from Peggy Young-Lovelace, Governance & Community Development Consultant, Expertise for Municipalities (E4m).

AND THAT, Council does hereby adopt the Chart of Operations and the Operational Report Chart as prepared by E4m and directs E4m to prepare new job profiles/employment contracts (including legal review) for impacted positions and authorizes E4m to undertake assessments of those in a management position to determine fit and competency as well as to prepare appropriate learning plans.

FURTHER THAT, Council directs E4m to prepare a new employee wage grid for approval by Council

AND FURTHER THAT, Council directs E4m to provide updated human resource policies including a workplace violence harassment policy, officer employee code of conduct, social media policy and performance management policies/system for the Township.

Deferred

3.3 JML - Pine Street Culvert

Motion: 2023.04.24.090

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the Interim Clerk/Treasurer Report regarding JML - Pine Street Culvert Replacement.

AND THAT, Council hereby directs the Interim Clerk/Treasurer to Suspend By-Law 17.2022, Sections 13.0 and 21.0.

AND FURTHER THAT, Council directs the Interim Clerk/Treasurer to advise JML to go ahead with Stage 1 of the project and to handle the RFP process for the completion of the Replacement of the Pine Street Culvert; provided that Council has the final vote on who will be awarded the contract for Construction

Carried

3.4 Silver Tops Door Actuator

Motion: 2023.04.24.091

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the report from the Interim Clerk regarding the Actuator for the Silver Tops front door.

AND THAT, Council does hereby accept the quote from Lock and Key Service to supply the parts required in the amount of \$7,085 after tax.

AND FURTHER THAT, Council does hereby approve the funding required up \$10,000 for the Actuator and installation which funds will be through the Community Well Being Fund.

Tabled

3.6 Rembursement of Interim Clerk's Course

Motion: 2023.04.24.092

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the Interim Clerk/Treasurer Report regarding repayment of the MCI Level 1 Course

AND THAT, Council does hereby approve the reimbursement to the Interim Clerk/Treasurer in the amount of \$1,214.75 for training cost.

Carried

3.7 Fire Hydrants

Motion: 2023.04.24.093

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the Public Works Manager Report regarding Fire Hydrants.

AND THEREFORE, Council does hereby approve the purchasing of the required fire hydrants and parts in the amount of \$11,118.11 to repair and allow availability off the said hydrants in case of an emergency.

Carried

3.8 Arena Canteen Refrigerator

Motion: 2023.04.24.094

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the Public Works Manager Report regarding Arena Canteen Refrigerator.

AND THEREFORE, Council does hereby approve the transferring of the World Hub refrigerator to the Arena canteen and authorizes a new top freezer door unit to be purchased for the World Hub in the amount of \$1,049.99 to be taken from the Community Well Being Fund.

Carried

3.9 Free Dump Days

Motion: 2023.04.24.095

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the Recreation Programmer Report regarding Free Dump Days.

AND THEREFORE, Council does hereby approve the recommended three (3) Free Dump Days of May 27, 2023, July 15, 2023 and September 9, 2023 during open hours.

Carried

3.10 Science North Day Camp

Motion: 2023.04.24.096

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the Recreation Programmer Report regarding Science North Day Camp.

AND THEREFORE, Council does hereby approve the recommendation to offer the Science North Camp for one week with a cost of \$20.00 per child and approve the \$6,534.30 for the one week camp.

Carried

3.11 Business License By-Law

Motion: 2023.04.24.097

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby direct E4m to review By-Law 65.2021 Being a By-Law to Issue License(s), Regulate and Govern Certain Businesses and Events within the Township of Ignace.

AND FURTHER THAT, Council does hereby approve the Business License(s) By-Law not to be enforced until the By-Law has been completed and passed by Council.

Carried

3.12 Ignace Library Board Appointment

Motion: 2023.04.24.098

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby direct the Interim Clerk to appoint Greg Waldock to the Library Board.

Carried

3.13 Ignace Fire Department - Funding Proposal

Motion: 2023.04.24.099

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace at this Regular Meeting this 24th day of April 2023 does hereby accept the report from the Ignace Fire Department regarding Student Fire Extinguisher Training.

AND FURTHER THAT, Council directs Administration to approve the funding proposal in the amount of \$985.00 from the Community Well Being Fund for Fire Extinguishing Training for 25 Students.

Carried

3.14 Ignace Nursery School

Motion: 2023.04.24.100

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace at the Regular Meeting of Council this 24th day of April 2023 accept the correspondence from the Ignace Nursery School.

AND THAT, Council approves the use of the Board Walk and Multi-Purpose Room for the Ignace Nursery School Graduation 2023 on Wednesday, June 14, 2023.

Carried

10. Questions from the Public

Q. Free Dumping - is that going to be all day or regular hours?

A. Regular hours as Trista did not put in for extra hours in her report.

Q. We need to know when the arena is going to open. There has been so much money lost with it closed and we need to get in there. Are you going to do something to make this happen now?

A. We apologize. It has affected everyone at the arena. It's in the Engineer hands now to get the report to the Ministry of Labour.

11. Business Arising from Closed Session

12. By-Laws

12.1 By-Law #08.2023 - Amend By-Law 67.2021 being a By-Law to Regulate Traffic and Parking within the Township

Motion: 2023.04.24.101

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace at the Regular Meeting of Council this 24th day of April 2023 accept By-Law 08.2023 being a By-Law to Amend By-Law 67.2021 Section 6.0 - Snow Removal to read

No personal shall park or permit any vehicle to be parked on any highway between the hours of 7:00 a.m. and 6:00 p.m. daily from November 1st to April 30th, inclusive of the follow year, ***that would interfere with Public Works Operations.***

Tabled

12.2 By-Law #17.2023 - Appoint a Municipal Administrator

Motion: 2023.04.24.102

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace at the Regular Meeting of Council this 24th day of April 2023 decides it in the best interest of the Corporation to adopt a new position title for the senior administrator position which shall be called "Municipal Administrator" replacing the Interim Clerk position title.

NOW THEREFORE the Council of the Corporation of the Township of Ignace directs as follows:

1. That the position of Municipal Administrator is hereby created.
2. That the Municipal Administrator shall report directly to Council all other Officers and Employees will report directly indirectly to the Municipal Administrator
3. That Schedule "A" - Municipal Administrator Duties and Responsibilities attached hereto form part of this bylaw.
4. That any changes to Schedule "A" may be adopted by resolution
5. That Council may appoint the Municipal Administrator by resolution
6. This by-law takes effect on the day of its final passing.

Deferred

12.3 By-Law #18.2023 - Authorize Declaring of the said Property (Hwy 17E Roll No. 60-01-000-001-43800-0000) Surplus to the Needs of the Township of Ignace

Motion: 2023.04.24.103

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at the Regular Meeting of Council this 24th day of April 2023 accepts the report from the Treasurer regarding Declaring Vested Property Surplus.

AND THAT, Council does hereby declare the Property with the primary address Highway 17E Roll Number 60-01-000-001-43800-0000 to be surplus

AND FURTHER THAT, Council directs staff to sell the said Property in accordance with the Municipal Policy and Practices.

Carried

12.4 By-Law #19.2023 - to Govern the Procedure of Council for the Corporation of the Township of Ignace

Motion: 2023.04.24.104

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council for the Corporation of the Township of Ignace at the Regular Meeting of Council this 24th day of April 2023 accepts the report from the Treasurer regarding Declaring Vested Property Surplus.

AND THAT, Council does hereby declare the Property with the primary address Highway 17E Roll Number 60-01-000-001-43800-0000 to be surplus

AND FURTHER THAT, Council directs staff to sell the said Property in accordance with the Municipal Policy and Practices.

Recorded Vote:

Cllr. John Taddeo	Yes
Cllr. Jodie Defeo	No
Interim Mayor Baigrie	Yes

Carried

13. Notices of Motions

14. Confirmatory By-Law

Motion #: 2023.04.24.105

Moved by: Cllr. Jodie Defeo

Seconded by: Cllr. John Taddeo

THAT By-Law # 20.2023, Being a By-Law to Confirm the Proceedings of the Council of the Corporation of the Township of Ignace Regular Meeting dated April 24th, 2023, be read a First, Second and Third time and passed.

Carried

15. Adjournment

Motion #: 2023.04.24.106

Moved by: Cllr. Jodie Defeo

Seconded by: Cllr. John Taddeo

THAT, the Regular Meeting of Council this 24th day of April 2023, be adjourned at **7:05 p.m.**

Carried

Interim Mayor Baigrie

Cllr. John Taddeo

Councillor Jodie Defeo

Rhonda Smith, Interim Clerk/Treasurer



The Corporation of the Township of Ignace
Minutes of the **SPECIAL** Meeting of Council
Ignace Multi-Purpose Room
Tuesday, April 25th, 2023
4:30 p.m.

Attendance: John Taddeo – Councillor
Kim Baigrie – Councillor
Jodie Defeo - Councillor

Staff: Rhonda Smith, Interim Clerk/Treasurer
Roxanne Cox, Deputy Clerk
Keith Roseborough

Guest: Peggy Young-Lovelace
Paul Cassan
Sean DeTracey

ACKNOWLEDGEMENT OF THE LANDS

1. Call to Order: Chaired by Interim Mayor Kim Baigrie

Interim Mayor Kim Baigrie calls the Special Meeting of Council to order this 25th day of April 2023 at **4:33 p.m.**

2. Adjourn to Closed Meeting

Motion: #2023.04.25.107

Moved by: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council convenes into the Closed Session of this Special Meeting of Council this 25th day of April 2023, chaired by Interim Mayor Baigrie, at **4:33 p.m.** to discuss the following items:

More specifically section (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

Closed Session Matters

Pursuant to Section 239 (2) (b) (f), (3.1) of the Municipal Act:

(b) personal matters about an identifiable individual, including municipal or local board employees

- Human Resources

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

- HR Matters

3.1 A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied

1. The meeting is held for the purpose of educating or training members
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sch. A, s. 103 (1)

Carried

3. Reconvene to Special Meeting of Council

Motion: #2023.04.25.108

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace Reconvenes to the Special Meeting of Council this 25th day of April 2023, chaired by Interim Mayor Baigrie at 8:19 p.m.

Carried

4. Call for Amendments to the Agenda

Not available for Special Meeting of Council

5. Approval of Agenda

Motion: #2023.04.25.109

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, the Corporation of the Township of Ignace at this Special Meeting this 25th day of April 2023 does hereby approve the agenda as Presented.

Carried

6. Declaration of Pecuniary Interest

The Chair calls for any declaration of pecuniary interest, and the general nature thereof under the Municipal Conflict of Interest Act with respect to the agenda for this meeting.

None

7. Delegations/Deputations/Presentation

None

8. Items for Discussion

8.1 OGRA Expenses/Per Diems

Motion: #2023.04.25.110

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace at this Special Meeting this 25th day of April 2023 does hereby accept the Interim Clerk/Treasurer Report regarding OGRA Per Diems.

AND THEREFORE, the Council of the Township of Ignace does hereby consent to the repayment of the expenses incurred and the per diem requested.

Carried

9. Business Arising from Closed Session

10. By-Laws

10.1 By-Law 17.2023 - Approval to Adopt New Position - Municipal Administrator

Motion: #2023.04.25.111

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, As per Deferred Motion 2023.04.24.102.

THAT, Council for the Corporation of the Township of Ignace at the Special Meeting of Council this 25th day of April 2023 decides it in the best interest of the Corporation to adopt a new position title for the senior administrator position which shall be called "Municipal Administrator" replacing the Interim Clerk position title.

NOW THEREFORE the Council of the Corporation of the Township of Ignace directs as follows:

1. That the position of Municipal Administrator is hereby created.
2. That the Municipal Administrator shall report directly to Council all other Officers and Employees will report directly indirectly to the Municipal Administrator
3. That Schedule "A" - Municipal Administrator Duties and Responsibilities attached hereto form part of this bylaw.
4. That any changes to Schedule "A" may be adopted by resolution
5. That Council may appoint the Municipal Administrator by resolution
6. This by-law takes effect on the day of its final passing.

Carried

11. Confirmatory By-Law

Motion: #2023.04.25.112

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, By-Law #21.2023, Being A By-Law to Confirm the Proceedings of The Council of The Corporation of The Township of Ignace at this Special Meeting dated April 25th, 2023, be read a First, Second, and Third Time, and Passed.

Carried

12. Adjournment

Motion: # 2023.04.25.113

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, the Council for the Corporation of the Township of Ignace this 25th day of April does hereby adjourn the Special Meeting of Council at 9:25 p.m.

Carried

Interim Mayor Kim Baigrie

John Taddeo, Councillor

Jodie Defeo, Councillor

Rhonda Smith, Interim Clerk



The Corporation of the Township of Ignace
Minutes of the **SPECIAL** Meeting of Council
Ignace Multi-Purpose Room
Tuesday, May 2nd, 2023
4:30 p.m.

Attendance: Kim Baigrie - Deputy Mayor
John Taddeo – Councillor (Zoom)
Jodie Defeo - Councillor

Staff: Rhonda Smith, Interim Clerk/Treasurer
Keith Roseborough

Guest: Andrew Sprunt - E4m

Public: 9

ACKNOWLEDGEMENT OF THE LANDS

1. Call to Order: Chaired by Interim Mayor Kim Baigrie

Interim Mayor Kim Baigrie calls the Special Meeting of Council to order this 2nd day of May 2023 at **4:34 p.m.**

2. Adjourn to Closed Meeting

Motion: #2023.05.02.114

Moved by: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, Council convenes into the Closed Session of this Special Meeting of Council this 2nd day of May 2023, chaired by Interim Mayor Baigrie, at **4:34 p.m.** to discuss the following items:

Closed Session Matters

Pursuant to Section 239 (2) (b) (d) (f) (k) and (3.1) of the Municipal Act:

(b) personal matters about an identifiable individual, including municipal employees;

(d) labour relations or employee negotiations.

(f) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

(k) a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board:

To Consider:

- HR Matters
- Contract Negotiations

3.1 A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training members
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sch. A, s. 103 (1)

Carried

3. Reconvene to Special Meeting of Council

Motion: #2023.05.02.115

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, Council for the Corporation of the Township of Ignace Reconvenes to the Special Meeting of Council this 2nd day of May 2023, chaired by Interim Mayor Baigrie at 5:54 p.m.

Carried

4. Call for Amendments to the Agenda

Not available for Special Meeting of Council

5. Approval of Agenda

Motion: #2023.05.02.116

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, the Corporation of the Township of Ignace at this Special Meeting this 2nd day of May 2023 does hereby approve the agenda as Presented.

Carried

6. Declaration of Pecuniary Interest - None

The Chair calls for any declaration of pecuniary interest, and the general nature thereof under the Municipal Conflict of Interest Act with respect to the agenda for this meeting.

7. Delegations/Deputations/Presentation - None

8. Items for Discussion

8.1 NOMA Expenses/Per Diems

Motion: #2023.05.02.117

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, the Council for the Corporation of the Township of Ignace does hereby approve the expenses incurred at the NOMA Conference and directs the Interim Clerk/Treasurer to process the repayment of expenses incurred.

Carried

8.2 Organizational Chart

Motion: #2023.05.02.118

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, the Council for the Corporation of the Township of Ignace does hereby adopt the proposed organizational chart as presented by E4m Solutions and hereby directs the Municipal Administrator to implement the new structure as presented immediately.

Carried

8.3 AMCTO Zone 9 Meeting/Conference

Motion: #2023.05.02.119

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, the Council for the Corporation of the Township of Ignace does hereby approve of the Municipal Administrator and the Community Development Strategist to attend the AMCTO Zone 9 Meeting/Conference in Thunder Bay at a total cost of \$1200.00.

Carried

9. Business Arising from Closed Session

Motion: #2023.05.02.120

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

WHEREAS, Council for the Corporation of the Township of Ignace has adopted bylaw 17.2023 being a bylaw to appoint a Municipal Administrator.

AND WHEREAS, in accordance with Bylaw 17.2023 Council deems it necessary to appoint a Municipal Administrator and may do so by resolution;

NOW THEREFORE, be it resolved that Council for the Corporation of the Township of Ignace does hereby appoint Rhonda Smith as Municipal Administrator which will be reviewed in six months.

Carried

Motion: #2023.05.02.121

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, the Council for the Corporation of the Township of Ignace does hereby authorize Andrew Sprunt and the Municipal Administrator, Rhonda Smith direction to speak on behalf of the Township in regard to NWMO negotiations and the Willingness progression.

Carried

10. By-Laws

11. Confirmatory By-Law

Motion: #2023.05.02.122

Moved By: Cllr. Jodie Defeo

Seconded By: Cllr. John Taddeo

THAT, By-Law #22.2023, Being A By-Law to Confirm the Proceedings of The Council of The Corporation of The Township of Ignace at this Special Meeting dated May 2nd, 2023, be read a First, Second, and Third Time, and Passed.

Carried

12. Adjournment

Motion: # 2023.05.02.123

Moved By: Cllr. John Taddeo

Seconded By: Cllr. Jodie Defeo

THAT, the Council for the Corporation of the Township of Ignace this 2nd day of May 2023 does hereby adjourn the Special Meeting of Council at **6:06 p.m.**

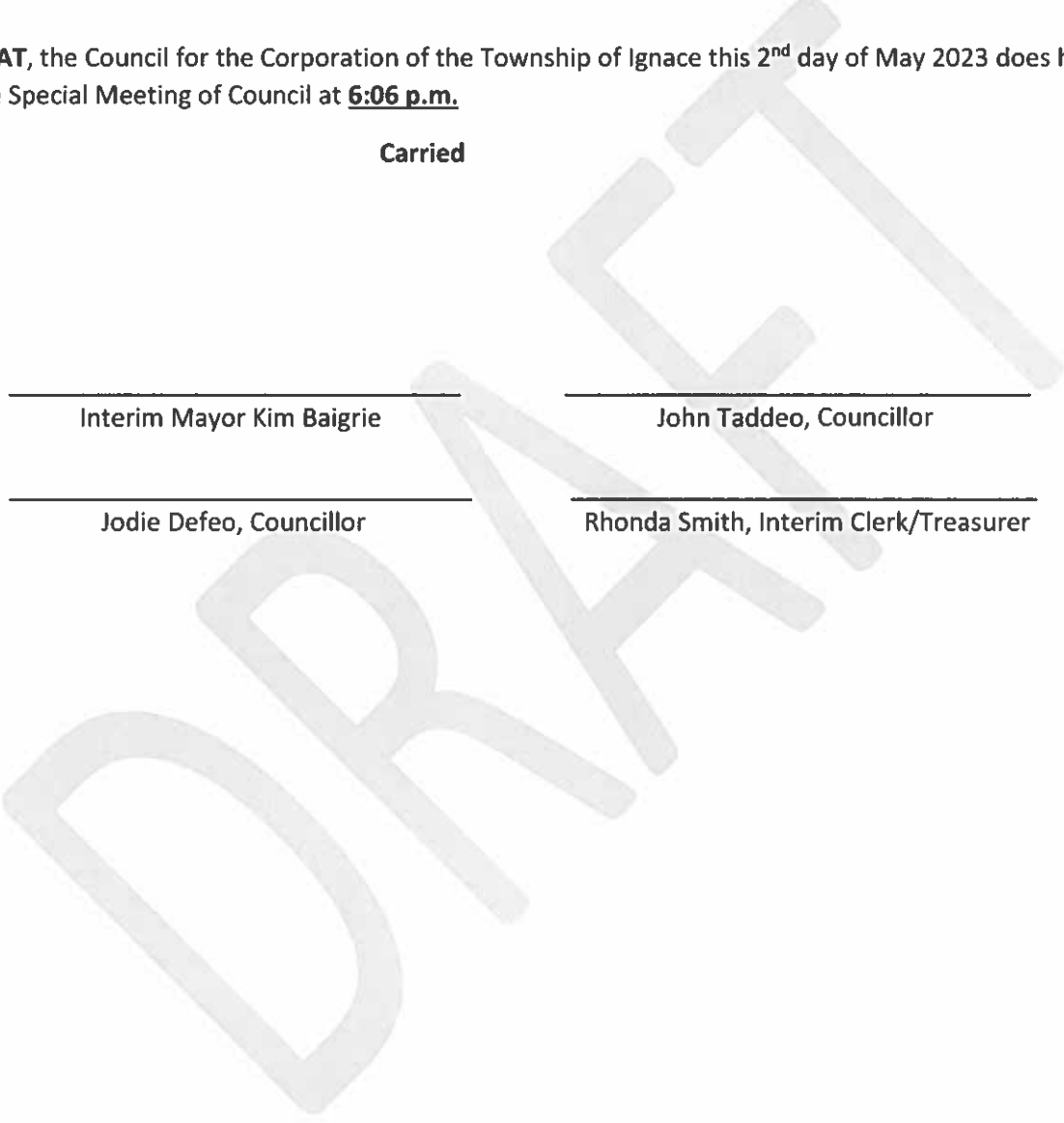
Carried

Interim Mayor Kim Baigrie

John Taddeo, Councillor

Jodie Defeo, Councillor

Rhonda Smith, Interim Clerk/Treasurer





The Corporation of the Township of Ignace

Report to Council

To: Mayor and Council

From: Rhonda Smith, Municipal Administrator

Date: May 7, 2023

Subject: Monthly Update

NOMA Conference

Cllr. Jodie Defeo, Community Development Strategist Keith Roseborough and myself attended the 2023 NOMA Conference in Thunder Bay. We had great conversations including one with Steve DeRocco from MPAC regarding the status of building permit impacts on property tax assessments in Ignace. We have been advised that reporting has been lax and we will strive to do better and forward missing data.

We invited Food Cycle Science to do a deputation to Council regarding opportunities for Municipalities to initiate a food recycling program. Thirty-three (33) Municipalities are already participating in the program including Kenora and Neebing. I encourage everyone to look up their website for further information while we await their deputation. <https://foodcyclescience.com/pages/municipal-solutions>

There were many keynote speakers with great information including Intact Public Entities Jessica Jaremchuk who spoke on the importance of 'Risk Assessment' and what this can mean to a Municipalities Liability insurance premium. Ministers' Hon. Steve Clark, Minister of Municipal Affairs & Housing, Hon. Greg Rickford, Minister of Northern Development & Minister of Indigenous Affairs, Hon. Kinga Surma, Minister of Infrastructure, Hon. Graydon Smith, Minister of Natural Resources & Forestry, Hon. George Pirie, Minister of Mines, Hon. Jill Dunlop, Minister of College & Universities, Hon. Stephen Lecce, Minister of Education, Hon. Lisa Thompson, Minister of Agriculture, food, and Rural Affairs, and Hon. Stan Cho, Associate Minister of Transportation participated in a Minister's Forum. Our very own CBO Gordon Cuthbertson was able to ask the Ministers' how the proposed building permit and inspection requirements would work for unorganized territories such as Upsala and Dymont. Very informative; stay tuned.

AMCTO Zone 9 Spring Meeting and Conference

Community Development Strategist Keith Roseborough and myself will be attending the Meeting and Conference from May 8 -10, 2023. This Meeting and Conference will be held in Thunder Bay at the Norwester Hotel and Conference Centre.

Finance Department

Brandi, Laurie and Natalie are working on property tax arrears and delinquent water accounts while maintaining their regular duties. The E4m Solutions team has been working diligently on reconciling our books. We are continuing to operate the Township with business as usual.

Community Development

Community Development now encompasses Recreation, By-law and our CBO. The Recreation Department has been working hard on preparing for the activities of White Otter Days and summer ice. By-law has been working alongside our CBO and Planner Consultant from E4m Solutions to correct zoning issues within the Township. Keith and Andrew Sprunt (E4m Solutions) have been in positive talks with NWMO. I have absolute faith that Keith and Andrew will be able to move us in the right direction regarding 'Willingness'.

Public Works

Roger and his crew are working hard on spring cleanup. Once the two lifts have been certified this week, he plans to remove the Christmas lights from the hydro poles. There are three (3) Council approved 'Free Dump Days' this year which will keep the department busy as well.

Respectfully,

Rhonda Smith
Municipal Administrator



Township of Ignace

34 Highway 17 West

P.O. Box 248

Ignace, Ontario P0T 1T0

Phone: 807-934-2202 Fax: 807-934-2864

Prepared by:

Roger Roy, Interim Public Works Manager

Report to:

Mayor and Council

Subject:

Public Works Monthly Update

Date:

May 8, 2023

Recreation Complex:

The Recreation Complex had a slow month considering the Arena was closed due to damage from snow sliding off of the main entrance roof and connecting with the wall between the entrance and fit center entrance. The task of cleaning the ice rink surface is almost complete. The ministry of labor issued a stop order which forced the closure of the complete building. Once the building was checked and ok'd by the engineering firm the doors were reopened to workers and public.

Waste Management:

The landfill site is doing well, with the snow thawing quicker than usual we have been able to clean up and haul material from the top end to the necessary areas below, allowing us to cover the waste and pack as required. The equipment involved with landfill maintenance is in good running condition and we have not had any issues this month.

Employee Update:

The public works employees are continuing to perform the work required with the equipment we have running. The transition converting from snow removal to road cleaning, and scheduled projects is going well with having an experienced crew.

Public works Activity Update

With the weather getting better and the availability of hydrant parts rectified, we will be getting back to repairing hydrants that have been out of commission to long. Culvert cleaning and ditching will commence this week. The street sweeping has started and with proper dust control regulations we should be able keep up cleaning sidewalks and streets.

Equipment Update:

We are down to one piece of equipment not functioning, PV-20 is continuing to have problems with fuel waste after burners. With the present situation this machine can cost anywhere from \$2000.00 to \$6000.00 monthly for technical support from manufacturer. This machine is parked till we can make a decision going forward. The winter wing blades have been removed from the plow truck and grader to prepare for summer use.

The problem with vehicles keeps growing, we have two pickups that are no longer usable, PV-18 is starting to give daily problems which will be leaving us with one reliable and two vehicles on their last year of service.

Sincerely

Roger Roy
Public works manager



Township of Ignace
34 Highway 17 West, PO Box 248
Ignace, Ontario P0T 1T0
Phone: 807-934-2202 Fax: 807-934-2864
ignace.ca

Prepared by: Keith Roseborough - Community Development Strategist
Manager of Community Development & Planning
Report to: Mayor and Council
Subject: Community Development and Planning Report
Date: May 11, 2023.

Community Development and Planning:

Over the course of the last few months with changes in the Township structure things have been progressing with NWMO, Property, and Development.

We currently have been working with E4m on Planning, lot information such as Lot changes, property severances and Shoreline. During this time, I have issued 7 compliance letters when are requested by law firms to sell private properties. I have been in contact with interested parties on surplus properties on residential and industrial lots that are available under the Surplus Property program. I will soon be erecting the "for sale signs" on surplus properties and creating an information page that will be presented to potential property purchases.

I attended NOMA (April 27-29) in Thunder Bay with Rhonda Smith and Councillor Defeo and learned a great deal and connected with old colleagues whom I worked with at the provincial level and made new contacts on the municipal front. Some of the main presentations that were of particular interest was MPAC, Building Relationships with your Indigenous Neighbours, Keynote presentation by Doug Griffiths, author of 13 Ways to Kill a community, and many other presentations with regards to Municipal governance.

I also was able to attend AMTCO (May 9-10) in Thunder Bay which was a more local municipal engagement forum that explained in more detail certain topics that had been presented at the 2023 NOMA conference, one of the presentations of interest was the future of what Bill 23 could bring soon for all municipalities and cities within the 444 communities in Ontario. In addition, AMTCO also brought insight on Risk Management and Community Spaces, Municipal Modernization and Housing updates, and Privacy Laws.

Attending both NOMA and AMTCO have brought an exceptional level of insight and learning as I venture into the Management roll with the Township of Ignace. Developing contacts with other Municipal Officials has been a great way to put a face to a name with other communities in our area.

Work has been progressing with NWMO with regular meeting on local studies, and getting to know NWMO staff on a new level as we learn to what our future could entail should Ignace be chosen for as Host community for the Deep Geological Repository.

Continuing talks with Ben Cohen of Rideout Development to assist in project development in the township of Ignace, Site visit to discuss development possibilities. Assisting in discussion with MTO on road access and line of site issues as well as illumination requirements is still an ongoing process.

Updating property information to CGIS (Canada Geographical Information System) finding information or lack of information and or the addition of information.

- information added to CGIS additional notes for property information.
- updating properties on CGIS for Surplus Properties
- verified utility information on property
- updates to information for the Township webpage Available Properties

Recreation:

Trista Visseau, Recreation Programmer, and Intern Recreation Programmer, Gabby Taddeo, who joined us as the successful application for the summer position of Intern Recreation Programmer on May 1, 2023, have been busy preparing an assortment of activities for the Township of Ignace.

Report from Trista Visseau Recreation Programmer:

April and May have been a busy! We are happy to have the arena back operational and are looking forward to all the spring and summer programming! Gabby Taddeo has joined me as the Recreation Programmer Intern for the summer and we look forward to all the upcoming programming.

Minor Baseball starts May 17 and goes every Wednesday for 6 weeks, ending with a wind-up party and game with kids/ Resolute against NWMO.

Community Clean up week is May 20 – 27th if anyone wants to participate in cleaning up our community, we have bags available, and everyone is encouraged to reach out! May 27th is our Community Yard Sale & Vendor Day with 7/8 Toronto Trip running a canteen in the upper kitchen; We encourage everyone to stop by and check out the event!

2023 White Otter Days planning is underway with a sneak peek out for the public to see.

Summer Day Camp schedule is a bit different this year, but we have lots of fun exciting activities planned throughout the community. We are also excited to have Science North here to host a day camp the week of July 24 – 28, 2023.

Planning:

Working with E4m Land Use Planner, with regards to properties within the Township of Ignace.

By-Law:

Dan Arbour, By-Law Officer has presented a report to Council for the May 2023 Regular Meeting of Council.

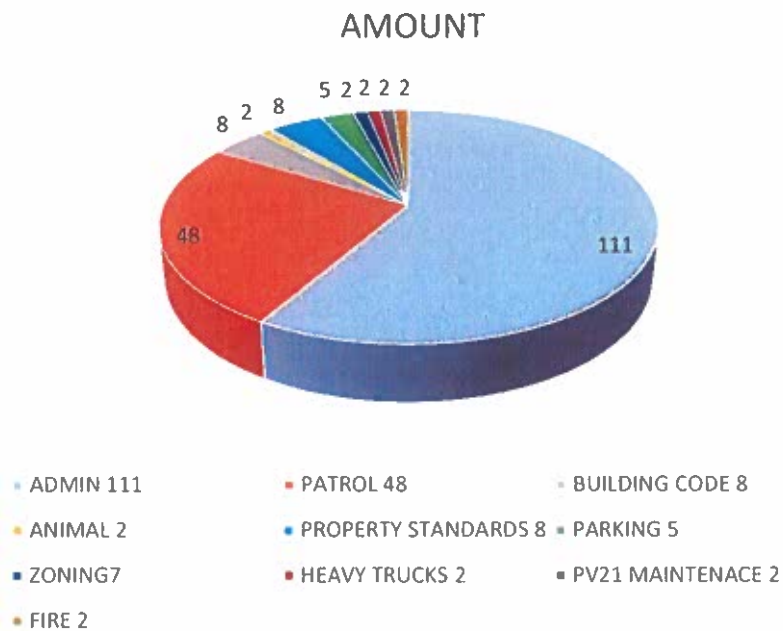
Keith Roseborough
Community Development Strategist
Manager Community Development and Planning
Township of Ignace



Prepared By: Dan Arbour, MLEO / PSO / ACO
Report To: Mayor and Council
Subject: Monthly Activity Report
Date: 08 May, 2023

Background

This report has been generated to provide the Township of Ignace, Mayor and Council a detailed account of the types of calls and duties that I have been addressing since last Council Meeting.



Recommendation

That the Council of the Corporation of the Township of Ignace receives this report, pertaining to the activity of the MLEO/PSO/ACO and Building Inspector
And Further That Council does hereby acknowledge that there was a total of **Thirty-Six (36)** complaints/ calls or inquiries made by the residents of Ignace, during the period of **12 APRIL 2023 to 05 MAY 2023** with the majority of calls/ actions addressing "Building Code and Zoning". This number does not include the anonymous complaints that have been received and/or acted upon.

Zero (0) Building Demolition/ Permits were issued since last report.

Two (2) Exemption Applications, received and submitted to Council for consideration.

- 1) **Noise**
- 2) **Fireworks**

Conclusion

That the Council of the Corporation of the Township of Ignace does hereby consider and acknowledge the contents of this report.

Sincerely,



Dan Arbour
Municipal Law Enforcement Officer
Property Standards Officer
Animal Control Officer
Building Inspector



Ignace Fire Department

April 2023 Fire Report to Council

Emergency Response Calls:

April 11th – Contamination Spill (in town)

April 28th – OPP assist

Training Sessions: 4

April 4th – FF1 & FF2, Fire Con, skills signed off

April 11th – Training exercises about FF 1 & FF2

April 18th – Reviewed skill sheets, CRA, uniforms

April 25th – Fire extinguisher course, uniforms

KDSB Driver Assist: 1 (on calls)

Activities/Events:

April 3rd – Dryden Regional Training – Sean DeTracey, Fire Chief

April 4th -6th – Northwest Response Forum – Dryden – Sean DeTracey, Fire Chief

April 15th – Kenora District Mutual Fire Aid Association Spring Meeting – Sean DeTracey, Fire Chief

April 25th – Township of Ignace Council – Special Meeting – Sean DeTracey, Fire Chief



From: Rhonda Smith, Municipal Administrator
To: Interim Mayor and Council
Subject: NWW Membrane Replacement Proposal
Date: May 14, 2023

Recommendation

That, Council for the Corporation of the Township of Ignace does hereby accept the report from Rhonda Smith Municipal Administrator regarding the replacement proposal of the Water Treatment Plant Membranes provided by Veolia.

Background

Veolia Water Technologies & Solutions is pleased to present this proposal at the request of Northern Waterworks Inc. to provide a train quantity of drinking water membranes for the Ignace DWTP.

Original membranes installed in the plant were ZW1000 v3 500ft² membranes, which are no longer manufactured. The previous train of replacement membranes purchased in 2016 were ZW1000 450ft² CPx membranes. Veolia proposes to replace the next train of original membranes with ZW1000 550ft² CPx membranes.

ZW1000 - CP5 to CPX Change in Chemistry

The ZeeWeed 1000 CPX membrane formulation was introduced in 2011. This represents Veolia's latest technology advancements in the 1000 series membrane, and offers many benefits over the previous version (CP5) of this module, including:

- Membrane Chemistry – The CPX membrane chemistry offers the following improvements:
 - An increase in initial membrane permeability
 - Increased range of tolerance to high pH cleaning
 - Greater chlorine chemical tolerance
 - Reduced fibre shrinkage
 - Lower initial energy consumption, and
 - More options for cleaning.

Please see the attached proposal for a full scope of work. The total proposed cost of the twenty-four (24) new membranes comes in at \$92,955.00 before taxes. These membranes are an integral necessity to keep our water treatment plant quality of service at its highest. As you will see in the Veolia proposal these membranes will take in excess of sixty-six (66) weeks for delivery.

Closing

The purchase of these membranes now is crucial in order to receive them intime for scheduled maintenance of the plant. It is my recommendation that we move ahead with this purchase with funds being used from the Community Wellbeing Fund.

Kinds Regards,



Rhonda Smith
Municipal Administrator



Membrane Replacement Proposal

To:	Northern Waterworks Inc., referred to here as NWI or Buyer	Date:	May 3, 2023
		No. of Pages:	25 including cover
Attention:	Barry Mantle	Email:	barry.mantle@nwi.com
Plant Address:	405 Railway Street, Ignace, ON P0T 1T0 Canada	Telephone No.:	807 936 0051
From:	Jack Jones Regional Lifecycle Manager Eastern Canada	Email:	jack.jones@veolia.com
		Cell No.:	905 691 6479
CC:			
Subject:	Membrane replacement (1 train)	Proposal No.:	551085
		Original Project No.:	500363
Plant Data:	Please provide corrections if inaccurate Ignace Drinking Water Treatment Plant. Municipal drinking water treatment. Z-Box-S plant. 4 trains, each train is a Z-Box-S 24. Three (3) trains have original ZW1000 v3 500ft ² modules. One (1) train was replaced in 2016 and has ZW1000 CPx 450ft ² . Original substantial completion date: July 17, 2009		



Proposal Provisos

This proposal has been issued based on the information provided by the customer and on information currently available to Veolia Water Technologies & Solutions at the time of proposal issuance. Any changes or discrepancies in site conditions, including but not limited to changes in system influent water characteristics, changes in environmental health and safety (EH&S) conditions, changes in the reissued state/provincial disposal system permit, changes in buyer financial standing, buyer requirements, or any other relevant change or discrepancy in the factual basis upon which this proposal was created may lead to changes in the offering, including but not limited to changes in pricing, guarantees, quoted specifications, or terms and conditions.

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1 Introduction

Veolia Water Technologies & Solutions is pleased to present this proposal at the request of Northern Waterworks Inc. to provide a train quantity of drinking water membranes for the Ignace DWTP.

Original membranes installed in the plant were ZW1000 v3 500ft² membranes, which are no longer manufactured. The previous train of replacement membranes purchased in 2016 were ZW1000 450ft² CPx membranes. Veolia proposes to replace the next train of original membranes with ZW1000 550ft² CPx membranes.

ZW1000 - CP5 to CPX Change in Chemistry

The ZeeWeed 1000 CPX membrane formulation was introduced in 2011. This represents Veolia's latest technology advancements in the 1000 series membrane, and offers many benefits over the previous version (CP5) of this module, including:

- **Membrane Chemistry** – The CPX membrane chemistry offers the following improvements:
 - An increase in initial membrane permeability,
 - Increased range of tolerance to high pH cleaning,
 - Greater chlorine chemical tolerance,
 - Reduced fibre shrinkage,
 - Lower initial energy consumption, and
 - More options for cleaning.
- **Membrane Shrouds** - Shrouds are now made with stronger material and design which reduces operating stress. Shrouds are removable and replaceable to allow outside repair.
- **Urethane Formulations** - Advancements in urethane provide higher grip strength and increased chemical resistance, improved long term reliability of the urethane, and extended module life.
- **Certifications and Regulatory Compliance** – North America - The new ZeeWeed 1000 CPX membrane modules are NSF-61 approved.
- **Membrane Integrity Testing** – The CPX membrane test pressure at 13 psi is higher than the 10 psi test pressure for CP5. Any mixing of CP5 modules with CPX modules to function in the same train or the same cassette will require consultation with Veolia and possibly with regulatory authorities.

Veolia is a proven leader in delivering tangible value to our clients over the life of the plant. Our measure of success is how well we deliver **solutions** that help our clients meet their critical business objectives.



Through long-acquired technical experience, Veolia has clearly distinguished itself from other membrane manufacturers. A mature service culture and deep technical expertise are ready to serve and support NWI through this next membrane lifecycle.

Veolia would like to note that under the current exceptional circumstances across global supply chains and logistics networks, Veolia may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. Veolia reserves the right to modify the schedule / contract accordingly. Veolia will promptly inform you of any changes which may impact the contract or the project.

2 Veolia Scope & Price

Veolia's scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

Item Description	Part #	Quantity	Price
ZW1000 550ft ² CPx membrane module, Attachment A	3134589	24	86,075
2-year full replacement membrane warranty, section 8		incl.	
MIT pressure safety valve (PSV) set at 15 psi		1	
Z Box-S permeate adaptors (1" to 1.5")	3156943	24	
Spare #122 permeate adapter o-rings	3085418	10	
Spare #131 permeate adapter o-rings	3098956	10	
O-ring lubricant	3089920	1	
Off-site support, document changes, project management, section 4.1		incl.	
International shipment, fees and duties, section 3		incl.	6,880
Freight, DDP project site, section 3	3095534	incl.	
All figures are in CAD and exclude taxes, which will be applied at the time of invoicing. Please make purchase order to Veolia Water Technologies & Solutions Canada GP.		Total Price	92,955

Proposal Notes:

- Veolia would like to note that under the current exceptional circumstances across global supply chains and logistics networks, Veolia may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. Veolia reserves the right to modify the schedule / contract accordingly.



Veolia will promptly inform you of any changes which may impact the contract or the project.

- **Price Review.** Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) determine periodic price reviews based on Goods' raw material increase arising from currency devaluations (b) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (c) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, duties, taxes or other levies imposed by public authorities.
- Veolia's proposed price for ZeeWeed membranes is subject to adjustment between the period from the expiry of the proposal validity up to shipment of membranes according to upward changes in the following indices:
 - 40%: PPI Industry Index for Hungary: [LINK to Industry Index](#)
 - 60%: PPI Chemical Industry for European Union: [LINK to EU Chemical PPI](#)

In the event that either index becomes unavailable, a suitable equivalent replacement index will be agreed between the parties. The buyer has the right to request that the supplier supports any price increase with market pricing data, within the bounds of commercial confidentiality.

- **Shipment/Collection Delays:** *The membrane sale will be subject to price adjustment if not collected within 1 month of Readiness for Shipment. After the one month of Readiness for Shipment if Purchaser does not send his agreement to receive or collect the membranes (depending on Incoterms), Seller is entitled to reallocate the membranes to another customer.*

Invoicing Schedule	Approximate % of Sub-Total	Invoice Value, Excluding Tax
An invoice will be issued upon acceptance by Veolia of customer purchase order. Approximate percent calculation based on the material, off-site labour, delivery sub-total of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	27,885
An invoice for the balance of the material, off-site labour, delivery sub-total will be issued when membrane module shipping documents are supplied to the carrier.	70%	65,070
	Total	92,955

3 Delivery

- **Freight**

- **DDP** - Delivery will be by standard ocean/ground on the basis of DDP Ignace DWTP, 405 Railway Street, Ignace, ON, Canada or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, NWI shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, Veolia will strive to provide these items on or before the delivery of the membranes.

- **Title & Risk** - Title and risk of loss or damage to membrane modules, ancillary equipment and crating shall pass to NWI upon delivery at the named place of destination.

- **International Shipment, Fees, and Duties**

- **Origin** - Delivery of ZeeWeed membranes originates from the Veolia Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility. Costs to transport membranes into North America are included in Veolia's quoted price.
- **Taxes** - All applicable local, provincial, or federal taxes are the responsibility of NWI.
- **Temperature** - UF membranes cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. If required, the price of temperature control will be included within the firm quote on freight by Veolia.
- **Packaging** – Membranes will be individually bagged, boxed and crated, ready for ocean shipment.
- **Unloading** - may require one of or a combination of a loading dock, extended forks and an experienced forklift driver at delivery destination. Please consult with Veolia at the time of purchase order (PO) preparation on this.



shipping crate information (estimated)

Qty	Description	Dimensions (in) (LXWXH)	Weight (lb.)
2	ZW1000 10M membrane crate	64 X 34 X 47	727
2	ZW1000 2M membrane crate	33 X 34 X 30	198

Notes:

- Only crates for membrane transport have been shown above to identify the largest and heaviest items that will need to be unloaded;

- **Availability** - Delivery of membrane modules is typically 10-20 weeks after receipt of order.

With current global logistics and freight delays, delivery of membrane modules is estimated at **66 - 68** weeks after receipt of order.

Definitive availability will be confirmed once a purchase order is received from NWI and acknowledgement of a purchase order is issued by Veolia.

4 Veolia Support

4.1 Off-Site Support

Controls

Provide off-site assistance with regards to the minor adjustments required for the change in surface area.

Documentation

The base level of documentation updates will include markups of relevant P&ID drawings.

These updates will be issued electronically and should be filed in the O&M manual as interim documentation.

Project Management

Provide planning and off-site assistance during the membrane replacement project.

4.2 On-Site Technical Advisory Services

Please note that on-site technical advisory assistance for the installation and commissioning process has not been included in the scope of this proposal.

5 ZeeWeed Configuration

Configuration Data	Units	Proposed Configuration After Replacement		
Number of trains, plant		4		
Number of trains as configured		2	1	1
Type of ZeeWeed membrane		ZW1000 v3	ZW1000 CPx	ZW1000 CPx
Module surface area	m ²	46.5	41.8	51.1
Total module count, train		24	24	24
Total surface area in operation, train	m ²	1,116	1,003	1,226
Total module count, plant		48	24	24
Total surface area in operation, plant	m ²	4,461		

6 Scope - NWI

6.1 Installation Preparation

- Receive, off-load, handle and provide temperature-controlled storage of the equipment and materials required.
- Membranes must be stored in a sheltered area, protected from freezing, direct sunlight or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes should not be stored longer than necessary prior to installation. NWI is responsible for risk of loss of Seller's parts while in storage at the plant.
- Inspect, evaluate and make repairs as required for the membrane tanks, mounting brackets, hoses and all connections.

6.2 Installation

All tasks required for the onsite installation of the membranes, including removal of existing modules, installation of new modules and disposal of all materials.

7 Solution Design Notes

7.1 Permits

Regulatory Requirements

NWI is responsible to review and report to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. Veolia will provide the necessary manufacturer's technical support on regulatory issues. Provision is made in the price proposed for the cost of control code changes to update the MIT for the train following the installation of the membranes.

Please speak with your regional lifecycle manager (RLM) if there are any regulatory requirements or concerns.

Utilization

Veolia understands that these modules are required as replacements for currently installed modules.

These modules are offered on the basis that the membrane modules will not be used to provide expanded flow beyond the current plant flow rating. Veolia makes no guarantees, implied or otherwise as to the performance of these modules in any other capacity than as replacement membranes.

7.2 Maintenance Notes for Replacement Membranes

Preferential Flow

Mixing a small proportion of new modules in trains with large amounts of older modules is not recommended as it creates a risk of over-fluxing of new modules, which can shorten their lives. Veolia recommends that NWI plan membrane module replacement on a complete cassette and complete train basis wherever possible to achieve both optimal performance and best value from the new membrane modules. In this case, by replacing all membrane modules in a train, this risk has been neutralized.

Membrane Slack

Veolia's membranes are supplied and shipped with an initial factory fibre slack designed to optimize membrane air scouring during operation as well as accommodate a degree of shrinkage. Membranes shrink in length early in their lifecycle when exposed to higher temperature water. The pace of shrinkage slows with age. With the installation of new membranes, the requirements for slack adjustment start a new cycle.

Due to the wide variety of operating environments in which our products can be utilized, it is difficult to generally predict the rate of shrinkage. If membranes operate in a condition of insufficient slack for an extended period of time, irreversible damage to the fibre-urethane bond may occur. Please refer below to the recommended inspection frequencies based on your plant's membrane tank operating temperature. Visual inspections should begin during



the membrane installation and be repeated over time on the same cassette. Digital pictures will allow for comparative analysis of the fibre slack over time.

Maximum Operating Temperature	Recommended Slack Inspection Frequency
0-24 °C / 32-76 °F	every 2 years
25-30 °C / 77-86 °F	once per year
>30 °C / > 86 °F	twice per year

Membrane Repairs

All new modules are factory tested at our manufacturing facilities and are in good working order as they are packaged and crated for shipment. On occasion, a limited number of modules arriving at site may require repairs due to uncontrollable factors during shipping and receiving, in particular with multi-modal shipments. Veolia recommends having one fibre repair kit on hand during the handling and installation of the drinking water modules.

Pre-Screen

To ensure effective operation and to maximize membrane life, Veolia recommends operation of a pre-treatment screen, upstream of the pretreatment process, with mesh or punched-hole openings less than or equal to 0.5 mm and with no possibility of bypass or carryover. All processes after this screening must be covered and protected from outside elements such that no leaves, twigs or any foreign material can enter the membrane tank.

8 ZeeWeed Membrane Module Standard Warranty

This schedule sets out the warranty with respect to ZeeWeed membrane modules (“membrane modules”). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer. This warranty is not transferable.

1 Definitions

The follow terms shall have the meaning set forth below when used in the warranty document:

- a. “Buyer” means the party purchasing the ZeeWeed Modules from the Seller
- b. “Seller” means a business component of, or legal entity within the Veolia Water Technologies & Solutions business which is selling the ZeeWeed membranes.

2 Warranty Product

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the hollow fibre ultrafiltration membranes and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from



the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

3 Scope of Warranty

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fibre repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2020 FCA Veolia manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fibre repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

4 Warranty Start Date

Membrane warranty will start on the earlier of:

- a. The date that installation of the original membrane module(s) has been substantially completed, or
- b. Three (3) months from the date of delivery of the original membrane module(s) to Buyer.

5 Warranty Duration

Total Warranty Duration: a total of 24 months of full replacement warranty coverage.

6 Notification Of Claim

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a. A description of the defect giving rise to the claim;
- b. Photographs showing the manufacturing defect;
- c. The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- d. Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

7 Verification of Claim

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination (see section 11). The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse



the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

8 Satisfaction of Claims

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.

9 Operating Information

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail as applicable to verify the subject of a warranty claim and can include but is not limited to, operation data including information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module and the serial number for each module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

10 Limitation of Warranties

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.
- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to Veolia to maintain membrane module warranties.
- d. Introduction of destructive foreign materials and chemical agents into the membrane module.



- e. Failure to maintain and provide system operating data and repair history for the life of membrane modules which are the subject of a warranty claim.
- f. Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fibre damage caused by operator error in handling of membrane modules or cassettes.
- g. Unauthorized alteration of any components or parts originally supplied by the Seller.
- h. Intentional damage.

11 Return Procedure

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid in environmentally controlled freight and storage with ambient air temperature between 5-35 degree Celsius. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect or disposed of by Seller and the cost associated with any membrane analysis and diagnostic work will be levied against the Buyer based on Veolia standard labour rates.

12 Disclaimer and Limitation on Liability

To the maximum extent permitted by law, in no event shall Seller be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages arising out of or relating to the performance or actual or alleged breach of the agreement, regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory.



9 Terms and Conditions of Sale

A - Specific Terms and Conditions of Sale

These terms take precedence over the general terms and conditions of sale.

1 Legal Entity for Contracting

Veolia Water Technologies & Solutions Canada GP is the name of the Seller, and means a business component of, or legal entity within the Veolia Water Technologies & Solutions business (Veolia).

Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up. We are keen to make the purchase process as convenient as possible for NWI.

short form: Where a short reference is required in this document, for convenience, we are called simply **Veolia**.

2 Payment

Veolia prefers to receive payment by wire transfer and will also accept payment by courier cheque.

Wire transfer information for Veolia Water Technologies & Solutions Canada GP	
send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com	
Royal Bank of Canada C/O Veolia Water Technologies & Solutions Canada GP 200 Bay St. Toronto, Ontario M5J 2J5	Bank ID: 003 Transit: 00002 Account # (USD): 4022711 Account # (CAD): 1052026 SWIFT Code# ROYCCAT2

3 Payment Terms

On **approved credit**, payment terms are **net 30 days** from customer receipt of invoice. Please see the invoicing schedule in the price section. In the event an invoice is issued on shipment of goods from a Veolia Hungarian production facility, payment terms will be extended by an additional 45 days to account for the additional transit time to the delivery location.

4 Proposal Validity

Prices quoted and proposal terms are valid up to **thirty (30) days** after the date of issue of this proposal unless confirmed with a purchase order.

5 Bonds

Performance or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

6 Assignment of Membrane Warranty

The Buyer will be entitled to assign to a subsequent owner of the membranes the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the membranes. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party.



7 Flight Booking

Prices quoted for installation which include airfare are either based on timely confirmation of a visit schedule or based on receipt of a purchase order in time to book any flights seven days in advance. Additional airfare charges related to late arrival of a purchase order will be extra and billed through to NWI without mark-up.

8 Purchase Order Guidelines

Please confirm that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- **Documentation** – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to nam.service.pocentral@veolia.com. If you are not able to provide a PO, please contact us for alternatives.
- **Veolia legal entity** – Please be sure your purchase order is issued in the name of the specific Veolia legal entity outlined in the quote. We will be glad to work with your purchasing department to set this entity up as an approved supplier/vendor. Please advise us if this Veolia entity is not set up in your purchasing system as a vendor and you do have another Veolia entity set up.
- **Quotation Number** – Please reference the quotation number in your PO.
- **Product** – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.
- **Taxes** – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.
- **Payment Terms** – Please acknowledge the payment terms included with the quotation.
- **Bill-to Address** – Please include contact information for your accounts payable.
- **Ship-to Address** – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.
- **Delivery Date** – Please include your requested delivery date.

B – General Terms and Conditions of Sale

Veolia's standard terms and conditions apply. See Attachment B.

Note to purchasing agent: The Veolia's standard set of commercial terms & conditions are written for moderate value transactions to allow an efficient and rapid provision of services and parts. Where corporate agreement terms have been previously agreed, these may be brought forward by either party and applied by mutual consent. If either of these terms sets are not immediately acceptable, please expect a typical 6-10 week cycle of mutual review to build agreement on changes.



10 Signed Agreement

Through the issue of this proposal, Veolia signals their intent to enter into an agreement with NWI. NWI and Veolia acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

**Offered by
Legal Entity:** Veolia Water Technologies & Solutions Canada GP, also known as Veolia or Seller

**Accepted
by Legal
Entity:** Northern Waterworks Inc., also known as NWI or Buyer

**Authorized
Signature
by:** _____

Title: _____

**Signature
Date:** _____

Signature: x _____

Purchase Order No: _____

Upon acceptance of this proposal, please forward the following either

- by email with .pdf attachments or • by postal mail or • by fax.
- 1) this signature page completed to:
- 2) a hard copy of your purchase order, and
- 3) any required tax exemption certificates

nam.service.pocentral@veolia.com

or

Veolia Water Technologies & Solutions

attention: Contracts Administrator

Please contact

nam.service.pocentral@veolia.com

for correct address

or

fax no.: 905 465 3050

This agreement comes into force when Veolia has issued a formal acceptance of NWI's Purchase order or formal acceptance of this NWI signed agreement.

doc. control: author: RM filename: Ignace 551085 24 x ZW1000 550ft? CPx May 3 2023
last modified: 5/3/2023 12:58 PM technical review: DP/JJ commercial review: DP/JJ DOA: Blkt

Attachment A ZW1000 550ft² CPx membrane

ZeeWeed immersed ultrafiltration

description and use

As a pioneer of membrane technology, SUEZ leverages decades of research, development, and operational experience in developing one of the most advanced submerged ultrafiltration technology in the market, ZeeWeed 1000. ZeeWeed systems are proven to consistently outperform conventional filtration technology while meeting or exceeding regulatory requirements, regardless of source water quality.

typical applications

Versatile and reliable, the ZeeWeed 1000 (Figure 1) is ideally suited for use in numerous applications including drinking water treatment, tertiary filtration and RO pre-treatment for brackish water. Compared to granular filter media, ZeeWeed membranes produce superior water quality and are virtually unaffected by variable raw water quality – all at a cost comparable to conventional filtration technology.

general properties

- 0.02 µm nominal pore diameter - for optimal removal of particulates, bacteria and viruses
- PVDF hollow fiber membrane - provides high mechanical strength and chemical resistance
- Outside-in filtration - provides uniform flow distribution and high solids tolerance



Figure 1: ZeeWeed 1000 module

storage and handling

Modules may be stored in the original factory packaging for up to one year prior to installation. Modules must be stored between 5°C and 35°C (41°F to 95°F). Do not expose the membrane module to direct sunlight (UV light). The module housing and other plastic components may degrade with extended UV exposure.

model ZW1000
product specifications

Specification	Measurement
Model	ZeeWeed 1000
Nominal membrane surface area	51.1 m ² (550 ft ²)
Shipping weight	23 kg (50 lb)
Typical lifting weight¹	21-27 kg (46-60 lb)
Membrane material	PVDF
Nominal pore size	0.02 micron
Nominal fiber diameter	OD: 0.95 mm, ID: 0.47 mm
Flow path	Outside-in
Housing material	ABS, PPE/PPO

¹ Packaged
Will vary with solids accumulation

Module Dimensions (Figure 2)		
Height (A)	Length (B)	Width (C)
685 mm (27.0 in)	691 mm (27.2 in)	107 mm (4.2 in)

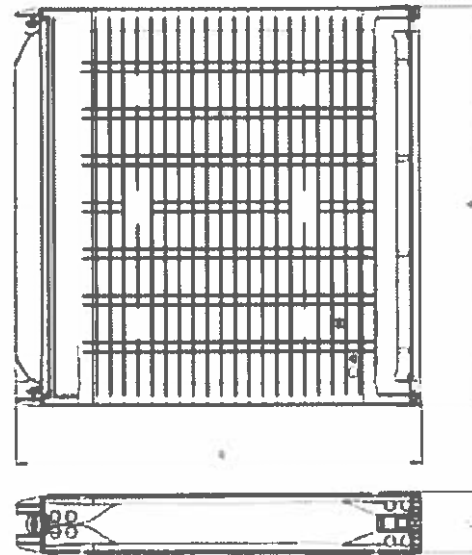


Figure 2: ZW1000 Module Dimensions

operating parameters

Parameters	Item Description	Measurement
Performance	Flow range	55 - 110 m ³ /day (10-20 gpm)
Operating conditions	TMP range	0-90 kPa (0-13 psi)
	Max temperature	40°C (104°F)
	Operating pH	5.0-10.0
	Max air scour flow	5 dm ³ /hr (3 dcfm) / stack
Cleaning	Cleaning pH range	2.0-12.0
	Max chlorine concentration per cleaning	1,000 mg/L (as Cl ₂)

NOTE: Higher concentrations are possible depending on feedwater and pH



Attachment B Veolia Standard Terms and Conditions

- 1. Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.
- 2. Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.
- 3. Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.
- 4. Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.
- 5. Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2020) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.



Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.

6. Warranties and Remedies. Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller's warranty does not cover the results of improper handling, storage, installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) Chemicals and services, for six (6) months from their date of delivery or the provision of Services;
- (b) Consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use or fifteen (15) months from their date of delivery;
- (c) Spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) Ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) Software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only.

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment, and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

7. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or



injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

8. Compliance with Laws and Permits. All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.

9. Buyer's Site Conditions. Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.

10. Hazardous Materials and Wastes. In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.



13. Confidentiality, Intellectual Property. Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, or country of delivery (provided there is a corresponding patent issued by the USA), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

14. Limitations on Liability. Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.



For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

15. Termination. This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

- (a) Becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- (b) Fails to make any payment when due or to establish any payment security required by this Agreement, or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

16. Governing Law, Dispute Resolution. This Agreement shall be governed by the substantive laws of the Province of Ontario. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be finally resolved by arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

17. No Nuclear Use. Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.

18. Export Control. Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.



19. Changes. Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

20. Conflicts; Survival, Assignment. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) may subcontract portions of the Services, so long as Seller remains responsible for such.

21. No Third Party Beneficiary. Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

22. Entire Agreement. This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

From: Dan Arbour, MLEO/ACO/PSO/Building Inspector
To: Interim Mayor and Council
Subject: Demolition of 325 Front Street
Date: May 14, 2023

Recommendation

That, Council for the Corporation of the Township of Ignace does hereby accept the report from the MLEO/ACO/PSO/Building Inspector Dan Arbour regarding the Hazardous Building Materials Assessment Proposal as provided by Pinchin Ltd.

Background

On February 8, 2023 the MLEO/PSO/ACO/Building Inspector wrote a report asking that Council approve the demolition of 325 Front Street due to the condemning of the building. Council did hereby approve the demolition of the condemned building by Resolution #2023.02.21.045. The PSO has contacted Pinchin Ltd. to prepare a quote to test the Hazardous Building Materials as required by the proposed contractor and to determine the safe disposal of all building materials.

In the attached proposal you will find the Scope of Assessment to include the testing for:

- Asbestos
- Lead
- Mercury
- Silica (free crystalline silica)
- Polychlorinated Biphenyls (PCB's)
- Visible Mold and/or Water Damage

The cost of this testing and reporting would be \$4,820.00 before taxes. A room-by-room assessment will be conducted to identify the hazardous building materials as defined in the scope. The assessment will include demolition of wall and ceiling finishes to view concealed conditions. Destructive testing of flooring will be conducted where possible. Demolition of exterior finishes will be conducted as permitted by the current building use.

Closing

The PSO/Building Inspector and the Chief Building Official (CBO) Gordon Cuthbertson recommend that this testing be carried out to ensure the safety of all workers along with the safe disposal of all materials after the demolition. Airborne particles may be hazardous to neighbouring residents and will need to be dealt with accordingly.

Kinds Regards,

Dan Arbour
MLEO/ACO/PSO/Building Inspector

Rec'd 08 May /23.



May 3, 2023

Township of Ignace
34 Main Street (Hwy 17), PO Box 248
Ignace, Ontario, P0T 1T0

E-mail: pwmanager@ignace.ca

Attention: Roger Roy
Public Works Manager

Re: Hazardous Building Materials Assessment Proposal (Pre-construction)
325 Front Street, Ignace, Ontario
Pinchin File: 326211

Pinchin Ltd. (Pinchin) is pleased to provide this proposal to Township of Ignace (Client) to complete an assessment for hazardous building materials in the building located at 325 Front Street, Ignace, Ontario.

The objective of the assessment is to identify specified hazardous building materials in preparation for building demolition. The assessment report will provide sufficient detail to allow for the preparation of specifications for removal of these materials.

1.0 SCOPE OF ASSESSMENT

This proposal and the associated fees are based on an approximately 900 square foot building that is one storey plus a Basement. The year of construction was unknown at the time of writing this proposal.

The assessed area will consist of all parts of the building.

The assessment will establish the type of Hazardous Building Materials, locations and approximate quantity incorporated in the structure and its finishes. For the purpose of this proposal, Hazardous Building Materials are defined as follows:

- Asbestos
- Lead
- Mercury
- Silica (free crystalline silica)
- Polychlorinated Biphenyls (PCBs)
- Visible Mould or Water Damage

The following Ontario Designated Substances are not typically found in building materials in a composition / state that are hazardous and will not be included in the assessment. Should the Client have



any information regarding the use of these materials in processes, it should be reported to Pinchin prior to the start of the assessment:

- Arsenic
- Acrylonitrile
- Benzene
- Coke oven emissions
- Ethylene oxide
- Isocyanates
- Vinyl chloride (vinyl chloride monomer, not PVC)

The assessment excludes the following:

- Articles belonging to the owner, tenant or occupant (e.g. stored items, furniture, appliances, etc.);
- Underground materials or equipment (e.g. vessels, drums, underground storage tanks, pipes, etc.);
- Building envelope, structural components, inaccessible or concealed materials or other items where sampling may cause consequential damage to the property;
- Energized systems (e.g. internal boiler components, elevators, mechanical or electrical components);
- Controlled products (e.g. stored chemicals, operational or process-related substances); and
- Settled dust, spills, or residual contamination from prior spills.

2.0 METHODOLOGY

A room-by-room assessment (rooms, corridors, service areas, exterior, etc.) will be conducted to identify the hazardous building materials as defined in the scope.

The assessment will include demolition of wall and ceiling finishes (drywall or plaster) to view concealed conditions at representative areas as permitted by the current building use. Destructive testing of flooring will be conducted where possible (under carpets or multiple layers of flooring). Demolition of exterior building finishes, masonry walls (chases, shafts etc.), and structural surrounds will be conducted as permitted by the current building use.

Limited demolition of masonry block walls (core holes) will be conducted to investigate for loose fill vermiculite insulation. The core holes are temporarily patched with a suitable product (e.g. spray foam).



Sampling of roofing materials will be conducted. Pinchin will not be responsible or liable for leaks or water damage caused by sampling and or repair.

All samples collected will be analyzed by accredited laboratories using the following test methods:

Material	Test Method
Asbestos*	EPA/600/R-93/116, Polarized Light Microscopy
Lead in Paint	EPA Method No. 3050B/Method No. 7420 (Flame Atomic Absorption)
Lead (solid products, glazing on ceramics)	Not tested, visual assessment
Silica	Not tested, visual assessment
Mercury	Not tested, visual assessment
PCBs in Caulking	EPA 3550C/8082A
PCBs in Light Ballasts and Transformers	Not tested, visual assessment
Mould	Not tested, visual assessment

* Samples of materials will be collected at a rate that is in compliance with the requirements of applicable regulations and guidelines. Sampling of certain building materials may not be conducted after specific construction or installation dates based on end of use dates, phase-outs, and Pinchin's experience. These materials will be assumed to be non-asbestos. In some cases, manufactured products such as asbestos cement pipe will be visually identified without sample confirmation.

3.0 SCHEDULE

The report will be issued within approximately 15 working days from receipt of analytical results.

The assessment is to be performed during normal working hours. Premium time (weekends and nights) is not included.

4.0 DELIVERABLES

The report will detail the findings of our assessment and any relevant recommendations. Drawings, photographs, laboratory analytical certificates and HMIS data will be included as appendices.

We will email a PDF copy of the entire report.

5.0 COST ESTIMATE AND PAYMENT SCHEDULE

The following is our fee to perform the assessment.

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Hazardous Building Materials Assessment Proposal (Pre-construction)

325 Front Street, Ignace, Ontario
Township of Ignace

May 3, 2023
Pinchin File: 326211

Pinchin Professional Fees (Consulting Fees)	Fees
Assessment and Reporting	\$3,450.00
Analytical Costs	
Asbestos Bulk Samples, allow 30 sample phases* @ \$26.00 each	\$780.00
Lead Paint Samples, allow 3 samples @ \$30.00 each	\$90.00
PCB Bulk Samples, allow 1 samples @ \$100.00 each	\$100.00
Disbursements	
Disbursements	\$400.00
Total (applicable taxes not included)	\$4,820.00

* Under laboratory analysis, multiple phases can be identified within a sample that are only identified with the use of the analytical equipment. As such, additional sample phases (layers) analyzed by the laboratory will be charged at the rates detailed in the table above. Once the final number of sample phases analyzed are known, if there is an exceedance, Pinchin will notify the Client.

Payment Methods Accepted by Pinchin

Pay by Cheque	Pay by EFT or Wire Payments	Pay by Interac E-Transfer
Remit payment to: Pinchin Ltd. 2360 Meadowpine Blvd, Unit 2, Mississauga, ON, L5N 6S2	Remitters in Canada: Pinchin Ltd. Canadian Imperial Bank of Commerce, Meadowvale Banking Centre 6975 Meadowvale Town Centre Circle, Unit N1, Mississauga, ON, L5N 2W7 Account # 6627919 Institution # 010 Transit # 08222 SWIFT/BIC: CIBCCATT Deposit confirmations and/or remittance advice to be sent to accountsreceivable@pinchin.com	Contact Pinchin's Accounts Receivable Coordinator (info below). The Accounts Receivable Coordinator will send a Request Money link in order to execute this transaction.

All payment methods must include reference to the **Pinchin Invoice Number** or the **Pinchin File Number**.
For assistance, contact an Accounts Receivable Coordinator accountsreceivable@pinchin.com or 905.363.0678
and option 5.

We request the following assistance:

1. Copies of existing hazardous materials assessment reports and analytical data.
2. Details regarding the planned demolition.
3. Unimpeded access to all areas we are required to investigate on the day of the assessment (will require provision of keys or security/maintenance escort).

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- 4. Ladders or lifts of sufficient height to reach ceilings and ceiling spaces where required to investigate.

6.0 TERMS AND LIMITATIONS

The proposed work is offered subject to the Terms and Conditions given in the attached Authorization to Proceed, Limitation of Liability and Terms of Engagement, and this proposal.

7.0 CLOSURE

Thank you for the opportunity to provide this proposal. Please execute the enclosed Authorization to Proceed, Limitation of Liability and Terms of Engagement form in order to confirm your acceptance of the proposal. Should you have any questions or concerns regarding the contents of this proposal, please contact the undersigned.

Yours truly,

Pinchin Ltd.

Prepared by:

Reviewed by:

Dale Wiebe, P.Eng.
Operations Manager
807.468.4110
dwiebe@pinchin.com

David George, EP
Project Manager
807.468.4110
dgeorge@pinchin.com

Encl.: Appendix I – Authorization to Proceed, Limitation of Liability and Terms of Engagement

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Template: Master Proposal for Hazardous Materials Assessment, HAZ, October 16, 2022

APPENDIX I

Authorization to Proceed, Limitation of Liability and Terms of Engagement



Authorization to Proceed, Limitation of Liability & Terms of Engagement

Date: May 3, 2023	Pinchin Project Name: Hazardous Building Materials Assessment	
Client: Township of Ignace	Pinchin Project Number: 326211	Project Value: \$4,820.00 (plus applicable taxes)
Site Address: 325 Front Street, Ignace, ON	Pinchin Project Manager: David George	
	Pinchin Project Manager e-mail: dgeorge@pinchin.com	

This confirms Township of Ignace (Client) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal dated May 3, 2023 for a value of \$4,820.00 (plus applicable taxes). The proposal (if any) and the terms of this Authorization to Proceed, Limitation of Liability and Terms of Engagement constitute the entire agreement between Pinchin and Client.

Terms and Conditions

1. Client is to identify all known actual and potential hazardous conditions that exist within the building, on the property or in the area of work including but not limited to the presence of confined spaces, work at heights, areas causing heat stress, traffic, pinch points and actual or potential environmental contamination. Client is to identify any specific training required for access and entry to the building, property and area of work and to provide any necessary site specific training at its own cost to Pinchin staff, its contractors and subcontractors. Client must provide safe access to the site and compliance with all applicable safety codes and standards for matters under the control of Client which could affect the safety of Pinchin staff, its contractors and subcontractors on site.
2. Pinchin makes no representations or warranties whatsoever, either expressed or implied, as to its findings, recommendations, plans, specifications or professional advice and including concerning the legal significance of its findings, or as to other legal matters touched on in the report, including but not limited to ownership of any property or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and Pinchin undertakes no, and expressly disclaims, any obligation to advise Client of such change.
3. **In the event of any claim of any nature whatsoever by Client against Pinchin, its staff, officers, directors, shareholders, agents, contractors and subcontractors (collectively "Pinchin"), including but not limited to claims based on negligence and/or breach of contract, the total aggregate liability of Pinchin shall be limited to the lesser of: (i) any actual damages incurred by the client. (ii) all fees actually paid by Client to Pinchin in connection with the specific project in respect of which the claim is being made.**
4. **Pinchin will not be responsible for any consequential, incidental or indirect damages, including but not limited to financial losses, credit and property transactions, financing costs, property values, loss of profit or revenue, permitting/licensing issues, follow-up actions and costs. Pinchin shall not be liable for the failure of any manufactured product or system of components which are supplied by Pinchin to perform in accordance with the manufacturer's specifications or other product literature on which Pinchin reasonably relied. Pinchin will only be liable for direct damages resulting from negligence and/or breach of contract of Pinchin. Pinchin will not be liable for any losses or damage if Client has failed, within a period of two (2) years following the date upon which the claim is discovered, to commence legal proceedings against Pinchin to recover such losses or damage ("Claim Period") unless the laws of the jurisdiction which governs the limitation period which is applicable to such claim provides that the applicable limitation period is greater than the Claim Period and cannot be abridged by this Agreement, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.**
5. If Client brings any form of claim against any third party relating to the work and if the third party claims against Pinchin for contribution and indemnity, Client shall not seek to recover and waives any right to recover from the third party any portion of any losses or damage which may be attributed to the fault or negligence of Pinchin.
6. Pinchin's proposal was prepared for the consideration of Client only. Its contents may not be used by or disclosed to any party without prior written consent from Pinchin.
7. Pinchin's proposal shall be open for acceptance for a period of thirty (30) days from date of issue. The acceptance period may be extended by mutual agreement of the Client and Pinchin in writing. Pinchin reserves the right to revise the proposal beyond the stated acceptance period.



8. Any work performed by Pinchin will be conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work is performed.
9. Client acknowledges that risks arise from subsurface and hidden conditions that even comprehensive testing and analysis may fail to detect and that actual conditions may differ from those inferred from inspection, testing and analysis. Pinchin can only comment on the conditions observed on the date(s) the assessment is performed.
10. The work will be limited to those locations and/or areas and/or materials of concern identified by Client or scope of work as outlined in our proposal. Other areas of concern may exist but will not be investigated within the scope of this assignment.
11. Any budget and work estimates provided are preliminary and subject to verification and change unless otherwise agreed.
12. Information provided by Pinchin is intended for Client use only. Pinchin will not provide copies of reports, results or information to any party other than Client, unless Client, in writing, requests information to be provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be unreasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages, suffered by any third party as a result of decisions made or actions conducted by any party.
13. As used in this Agreement, "Work Product", means without limitation all reports, plans, data, writings, notes, drawings, art work, templates, documents, products, ideas, formulas, inventions, research, programs, derivative works, processes, procedures, techniques, scientific methods, designs, technologies, forms, formulas, discoveries, know-how, improvements and any and all products of any type, including all rights and claims, prepared in part or in full by Pinchin.
14. Pinchin shall exclusively own the copyright and all other intellectual property rights in all "Work Product" including rights to claim Scientific Research and Development Tax Claims. The services and documents provided by Pinchin under the terms of this agreement are "Work Made For Hire" and are the sole and exclusive property of Pinchin; they are provided to Client for one time use only. To the extent that any other Intellectual Property Rights of, or under the control of, Pinchin are embodied or otherwise required to exploit the "Work Product", Pinchin grants Client a revocable worldwide, exclusive, one-time license under all such Intellectual Property Rights as required, in accordance with the terms of this agreement.
15. Notwithstanding any other provision, Pinchin reserves the exclusive right to pool data provided by, or produced for, Client at its sole discretion and to use that data to aid in the completion of any and all future projects. Pinchin will utilize de-identification processes which may include, but are not limited to, pseudonymizing or anonymizing the data to preserve client confidentiality. Pinchin will ensure that all identifiable and pooled data is protected and stored securely through the use of appropriate processes and technologies, which may include, but are not limited to, data encryption and the use of the principle of least privilege.
16. Client agrees to indemnify, defend, and hold harmless Pinchin, its affiliates, and their officers, directors, employees, agents, and subcontractors against all claims, demands, suits, liabilities, costs, expenses (including reasonably incurred legal fees), damages and losses suffered or incurred by Pinchin arising out of any actual or alleged infringement of intellectual property rights arising out of Client's use of "Work Product" or any other items provided by Pinchin to Client.
17. Invoices will be issued monthly or upon project completion unless otherwise agreed. Applicable taxes (GST, HST, QST) are additional. Amounts not received within thirty 30 days of invoice date will bear interest thereafter at a rate of 1.5% per month (18% per annum) until paid.

Acceptance Authorizes:

1. The release, to Pinchin, of information requested in connection with this work. Pinchin undertakes to maintain the confidentiality of all such information ("Information").
2. The release by Pinchin of Information to others necessary to perform the work.
3. Entry and access to all areas of the property and buildings on the property, by Pinchin staff or representatives, as required, to perform the proposed services. Client shall identify limitations, conditions or terms regarding entry and access ("Access Restrictions").

It is understood that Client will be liable for all additional costs incurred by Pinchin in the performance of the proposed work caused by changes to the terms, delays, postponements or cancellations or other unseen or unknown conditions that are

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beyond the control of Pinchin including, without limitation, delays caused by failure to provide Information on a timely basis or Access Restrictions not revealed to Pinchin prior to the date hereof.

By signing below Client provides authorization to proceed and accepts the terms and conditions outlined above and in the referenced proposal (if applicable). In the event Pinchin provides services requested by Client, in addition to those identified above or in the proposal (where applicable), Client agrees to compensate Pinchin either on a time and material basis using the Pinchin standard rates (in effect at the time the service is provided), or as per a written amendment to the terms and conditions originally agreed upon.

Authorized Representative Acceptance of Contract:

Signature:	
Name, Title:	
Company Name:	
Date:	

Address Pinchin's Invoice to:

PO Number:	
Company Name and Mailing Address:	
Contact Name (responsible for approving the invoice for payment):	
Contact Phone Number:	
Contact Email Address:	
Email Invoice to (if different than contact above e.g. ap@pinchin.com):	

Billing: 2360 Meadowpine Blvd. Unit 2, Mississauga, ON L5N 6S2, | PH: 1.855.746.2446

Pinchin Project Manager: David George	Pinchin Project Number: 326211	Project Value: \$4,820.00 (plus applicable taxes)
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 Template: Master ATP, Limitation of Liability & Terms of Engagement, Standard HO, July 12, 2022



Payment Methods Accepted by Pinchin

Pay by Cheque	Pay by EFT or Wire Payments	Pay by Interac E-Transfer
Remit payment to: Pinchin Ltd. 2360 Meadowpine Blvd, Unit 2, Mississauga, ON, L5N 6S2	Remitters in Canada: Pinchin Ltd. Canadian Imperial Bank of Commerce, Meadowvale Banking Centre 6975 Meadowvale Town Centre Circle, Unit N1, Mississauga, ON, L5N 2W7 Account # 6627919 Institution # 010 Transit # 08222 SWIFT/BIC: CIBCCATT Deposit confirmations and/or remittance advice to be sent to accountsreceivable@pinchin.com	Contact Pinchin's Accounts Receivable Coordinator (info below). The Accounts Receivable Coordinator will send a Request Money link in order to execute this transaction.

All payment methods must include reference to the **Pinchin Invoice Number** or the **Pinchin File Number**.

For assistance, contact an Accounts Receivable Coordinator accountsreceivable@pinchin.com or 905.363.0678 and option 5.

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From: Rhonda Smith, Municipal Administrator
To: Interim Mayor and Council
Subject: Groundwater Monitoring and Sampling Program
Date: May 14, 2023

Recommendation

That, Council for the Corporation of the Township of Ignace does hereby accept the report from the Municipal Administrator, Rhonda Smith regarding the Groundwater Monitoring and Sampling Program 2023 – 2025 at the Ignace Landfill Site.

Background

The annual monitoring and reporting will be carried out in order to determine the Site's compliance with the applicable regulatory standards. The reporting objectives will be completed to the following standards and guidelines and will be completed for the three-year term (2023 – 2025):

- Ontario Regulation (O.Reg.)232/98 "Landfilling Sites", under the Environmental Protection Act
- MECP, January 2012, "Landfill Standards: A guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites"
- MECP, April 1994, "Incorporation of the Reasonable Use Concept into MOEE Groundwater Management Activities, Guideline B-7 (formerly 15-08)" (Guideline B-7); and, "Determination of Contaminant Limits and Attenuation Zones, Procedure B-7-1", (formerly referenced by 15-08)
- O.Reg. 347/00 R.R.O. 1990, "General – Waste Management", under the Environmental Protection Act
- O.Reg. 903 R.R.O. 1990, "Wells", under the Ontario Water Resources Act
- O.Reg. 169/03, "Ontario Drinking Water Quality Standards" (ODWQS), under the Safe Drinking Water Act, 2002 (as amended)
- MECP, June 2003, revised June 2006, "Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines"
- MECP, November 2010, "Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document
- MECP, July 1994, "Water Management Policies Guidelines and Provincial Water Quality Objectives" (PWQO)
- MECP, December 1996, "Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario" (Sampling Document)

The projected cost of this service would be roughly \$13,164.50 per year including HST. The entire proposal will outline more in-depth considerations regarding the 'Groundwater Monitoring and Sampling Program 2023 – 2025.

Closing

The Municipal Administrator, Rhonda Smith does hereby ask the Council for the Corporation of the Township of Ignace to proceed with the regulated testing that PINCHIN has provided to the Township in years past.

Kinds Regards,



Rhonda Smith
Municipal Administrator



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario

Prepared for:

**The Corporation of the
Township of Ignace**

34 Highway 17 West, PO Box 248
Ignace, Ontario P0T 1T0

Attn: Rhonda Smith

May 11, 2023

Pinchin File: 0325983.000



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023
Pinchin File: 0325983.000

Issued to: The Corporation of the Township of Ignace
Contact: Rhonda Smith
Contact Title
Issued on: May 11, 2023
Pinchin File: 0325983.000
Issuing Office: Kenora, ON
Primary Contact: Riley Charlebois

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Director, Northern Ontario
705.521.0560
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Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023
Pinchin File: 0325983.000

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**Groundwater Monitoring and Sampling Program 2023-2025**

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023
Pinchin File: 0325983.000

1.0 INTRODUCTION

Based on the conclusions and recommendation of the previous three-year Groundwater Monitoring and Sampling Program 2020-2022, as well as conversation between the Client and Riley Charlebois on March 29, 2023, Pinchin is pleased to submit the following proposal to complete groundwater monitoring and sampling at the Ignace Waste Disposal Site (Site).

It is Pinchin's understanding that the purpose of the Groundwater Monitoring and Sampling Program is to complete the following:

- Continue the groundwater monitoring program previously conducted at the Site by Pinchin of the 8 existing on-Site wells, as well as 2 newly installed wells in 2019, for 3 years. Conducting 2 sampling events (spring and fall) each year from 2023 until 2025; and
- Preparation of a comprehensive report summarizing the methodology and results of the water quality monitoring efforts.

2.0 SCOPE OF WORK

2.1 Annual Monitoring

The annual monitoring and reporting will be carried out in order to determine the Site's compliance with the applicable regulatory standards. The reporting objectives will be completed to the following standards and guidelines and will be completed for the three-year term (2023 – 2025):

- Ontario Regulation (O. Reg.) 232/98, "Landfilling Sites", under the Environmental Protection Act;
- MECP, January 2012, "Landfill Standards: A Guideline on the Regulatory and Approval Requirements for New or Expanding Landfilling Sites" (MECP Landfill Standards);
- MECP, April 1994, "Incorporation of the Reasonable Use Concept into MOEE Groundwater Management Activities, Guideline B-7 (formerly 15-08)" (Guideline B-7); and, "Determination of Contaminant Limits and Attenuation Zones, Procedure B-7-1", (formerly referenced by 15-08);
- O. Reg. 347/00 R.R.O. 1990, "General – Waste Management", under the Environmental Protection Act;
- O. Reg. 903 R.R.O. 1990, "Wells", under the Ontario Water Resources Act;
- O. Reg. 169/03, "Ontario Drinking Water Quality Standards" (ODWQS), under the Safe Drinking Water Act, 2002 (as amended);



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

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- MECP, June 2003, revised June 2006, "Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines";
- MECP, November 2010, "Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document";
- MECP, July 1994, "Water Management Policies Guidelines and Provincial Water Quality Objectives" (PWQO); and
- MECP, December 1996, "Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario" (Sampling Document).

Pinchin shall complete the proposed tasks in accordance with the above-mentioned applicable landfill standards and documents to ensure consistency with generally applied professional practices, including the recently released MECP guidance for "*Monitoring and Reporting for Waste Disposal Sites, Groundwater and Surface Water, Technical Guidance Document.*"

2.1.1 Groundwater Monitoring

To perform the groundwater monitoring and hydrogeological assessment activities, the following tasks will be conducted at the WDS:

- Static groundwater levels shall be collected at all monitoring well locations during each monitoring event using a 100-metre water level tape. Measurements will be collected from the top of riser pipe and will be compared to previously collected data to determine the water-table trends and anomalies, the hydraulic vectors and gradients, and to determine whether rising or falling groundwater elevations significantly affect contaminant migration. At a minimum, two replicate readings shall be collected no less than three minutes apart to ensure level stabilization.
- Each monitoring well shall be purged during each sampling event prior to the collection of samples. Monitoring wells shall be purged using new or existing 3/8" High Density Polyethylene (HDPE) tubing sampling equipment, which will be replaced where required (Pinchin is unsure that existing tubing is reliable in both performance and quality and may need to be replaced). Pinchin shall purge a minimum of three (3) well volumes to a maximum of six (6) well volumes using new Pinchin-supplied sampling equipment until the well volume column is representative of the surrounding formation.

**Groundwater Monitoring and Sampling Program 2023-2025**

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023

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- During purging activities, additional groundwater monitoring parameters shall be collected from each monitoring well using a calibrated YSI-556 water quality meter for real-time in-situ measurement of field parameters including:
 - Dissolved Oxygen (DO);
 - Conductivity;
 - pH;
 - Temperature;
 - Total Dissolved Solids (TDS); and
 - Oxidation-Reduction Potential (ORP).
- Purge water will be disposed of onto ground surface, on-Site and up-gradient within the landfill confines;
- The primary consideration is to obtain a representative sample of the groundwater body by guarding against mixing the sample with stagnant water in the well casing. Groundwater samples shall be collected from each groundwater monitoring installation in accordance with the MECP Sampling Document. Dissolved parameters will be field-filtered using an in-line 0.45 micron disposable filter. Upon completion of field sampling and monitoring activities, all samples collected shall be submitted for analyses to a laboratory accredited by the Canadian Association for Laboratory Accreditation (CALA) in accordance with the International Standards ISO/IEC 17025 "General Requirement for the Competence of Testing and Calibration Laboratories", dated December 15, 1999. All parameters will be tested using MECP approved procedures and the analytical methods prescribed in the "Protocol for Analytical Methods Used in the Assessment of Properties under Part XV.1 of the Environmental Protection Act", dated March 9, 2004 amended July 1, 2011;
- All groundwater samples will be analysed during the monitoring event for the parameters listed in Column 1 of Schedule 5 of the MECP Landfill Standards, while all surface water samples analyzed during the monitoring events will be compared to Column 3 of Schedule 5 of the MECP Landfill Standards;
- Groundwater sample results will be compared to the applicable ODWQS and/or reasonable groundwater usage parameters, and shall be further assessed using Guideline B-7 to establish and determine levels of contaminant discharges to the groundwater formation, which would be considered acceptable by the MECP, for a naturally attenuating landfill Site; and

**Groundwater Monitoring and Sampling Program 2023-2025**

Ignace Landfill, Highway 599, Ignace, Ontario
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May 11, 2023
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- Pinchin will only report parameter analyses results as per the supplied parameter list, although some laboratory packages may include additional testing parameters.

Pinchin shall collect and submit one groundwater field duplicate for quality assurance and quality control purposes (QA/QC) during the sampling event.

2.1.2 Reporting

The triennial Landfill Monitoring Report for the 2023-2025 sampling years will be completed as required by the ECA. The report shall incorporate the information collected during the annual monitoring efforts, along with detailed information required including a review of the three-year data set.

The format for the triennial report will be detailed and precise and shall include at a minimum, but not limited to the following items:

- An introduction section outlining the location, Site name and description, background, and UTM coordinates for the groundwater and landfill gas sample points, as well as the work undertaken;
- A discussion of the geology and hydrogeology of the Site;
- A description of sampling protocol and any difficulties encountered;
- A discussion and interpretation of results of the sampling;
- Reasonable Use calculations and a discussion of results;
- A discussion regarding the quality assurance/quality control program and whether relative percent differences and major ion balance percentages are within acceptable limits;
- Conclusions and recommendations for future monitoring that link the results of current findings to previous studies and a discussion of observed trends;
- A detailed map showing the Site, drainage, wetlands, creeks, fill area, contaminant attenuation zone and adjacent property ownership;
- A groundwater contour map showing the elevation of groundwater measurements from each well and the groundwater flow direction;
- Tables summarizing all current analytical results for all parameters for groundwater and surface water, as well as up to five (5) years of historical analytical results (to be provided to Pinchin in Excel format); and

**Groundwater Monitoring and Sampling Program 2023-2025**

Ignace Landfill, Highway 599, Ignace, Ontario
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May 11, 2023

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- Graphs, illustrating historical and current water quality trends for key landfill leachate indicator parameters.

Mandatory MECP forms will be completed for groundwater monitoring by Pinchin's Competent Environmental Practitioner, Tim McBride, and will be included as appendices in the report, along with a photographic inventory of all sampling locations. The monitoring report will be prepared in accordance with the requirements of the MECP Technical Guidance Document, which specifies report contents, and to which Pinchin adheres strictly, and will include as a mandatory provision, an evaluation of the compliance of the Site using Guideline B-7 analysis.

Pinchin assumes that annual operational data will be provided by the Township in a timely manner, so as to facilitate delivery of the report by the deadline specified in the ECA. No allowance has been included for annual Site surveys or collection of any such operational data required to determine annual waste volumes and associated Site capacities. Should an annual topographical survey be required, Pinchin could retain the services of a surveyor directly, where additional costs would be incurred at a markup of 10%.

3.0 PROJECT TEAM

Resumes for the project team are provided in Appendix I.

With over 50 years combined experience in Landfill Assessment, Monitoring and Permitting, Pinchin's project team shall consist of the following experienced environmental personnel who have significant experience with WDSs and meet the requirements of the Competent Environmental Practitioners:

Tim McBride, B.Sc., P.Geo., QP_{ESA}, Hydrogeologist

Mr. McBride will be designated as the Senior Project Manager for the project. Mr. McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program) and has over twentyfive years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, sub watershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario.



Mr. McBride has supervised and reviewed many different kinds of projects including waste management planning studies, federal environmental assessments, waste disposal site hydrogeological studies, Design & Operations Plans, landfill monitoring (municipal and wood-waste with comparison to Guideline B-7), large diameter well installations (for drinking water, process water and landfill leachate collection), hauled sewage site monitoring and reporting, well-head protection studies, industrial stack testing, mine tailings assessments, designated substance surveys, geotechnical investigations, soil and ground water inspections and drinking water inspections in both residential and municipal settings.

Dale Wiebe, P.Eng., QP_{ESA}

Mr. Wiebe is the Operations Manager for the Pinchin Kenora office and has been a licensed Professional Engineer in Ontario since 2004, and Manitoba since 2010, with many years of experience with Pinchin working with clients in the fields of environmental due diligence and remediation, hazardous materials and indoor air quality and microbial contamination. He has experience with turnkey project management and administration and is an accomplished presenter, providing various on-Site training seminars for clients. Mr. Wiebe holds a Bachelor of Engineering degree from McMaster University. Mr. Wiebe will be responsible for the implementation of all the field components of this project.

Field support will be provided by **David George, Riley Charlebois, and Kyle Kowalik**

David George is a Project Manager with Pinchin Ltd. Mr. George obtained his Advanced Environmental Science Technology Diploma at Fanshawe College in 2004 and has since taken additional professional development courses in hazardous materials management for mould and asbestos. His work experience includes Phase I & II Environmental Site Assessments (ESA), Designated Substance Surveys (DSS), Hazardous Materials Surveys, Asbestos Surveys, Soil and Groundwater Sampling, Tank Removals, Environmental Audits, Landfill Monitoring, Baseline Property Condition Assessment (BPCA), Environmental Baseline Studies, Indoor Air Quality (IAQ) Assessments and Mould Investigations. Field activities include surveys, audits, abatement inspection, PCM analysis, sample collection, and air monitoring at a variety of government, commercial, residential, institutional and industrial facilities. Office duties include day to day project management, the preparation of technical reports, abatement specifications, invoicing, proposals and marketing for the Kenora Office.

Riley Charlebois is a Project Manager in the Environmental Due Diligence and Remediation (EDR) service line at Pinchin Ltd. in Kenora, Ontario. Riley holds a Bachelor of Science in Biological Science from the University of Calgary.



Riley has been with Pinchin since 2013 and is involved in a variety of environmental projects including, Phase I & II Environmental Site Assessments (ESAs), Record of Site Condition Phase I & II ESA soil and groundwater sampling events, bulk fuel storage tank removals, fuel spills response and remediation, contaminated soil removal, subsurface and indoor air quality assessments and geotechnical investigations. Riley has been responsible for a variety of projects which included field work, inspections, surveys, interviews, sample collection for the use in preparation of technical reports, as well as following regulatory guidelines and standards.

Kyle Kowalik is a Project Technologist in the Hazardous Building Materials group in Kenora, Ontario. Kyle has been employed with Pinchin Ltd. since 2019 and holds a Bachelor of Environmental Management from Lakehead University.

Dave, Riley, and Kyle are currently involved in a variety of environmental projects including, Phase I & Phase II Environmental Site Assessments, soil and groundwater sampling events, bulk fuel storage tank removals, hazardous building materials assessment, indoor air quality assessments, mould investigations, asbestos assessments, and PCM analysis. Project responsibilities include field work, inspections, surveys, interviews, and sample collection for use in the preparation of technical reports.

4.0 PINCHIN RELATED EXPERIENCE

Pinchin has experience completing this specific monitoring and reporting program for the Ministry of Natural Resources and Forestry (MNRF) since 2014 through 2022 and has developed an intimate background knowledge base for all Sites, from both the operational and environmental management perspectives. This Site-specific knowledge and experience will allow Pinchin to complete each aspect of the monitoring and reporting program effectively and efficiently. In addition, Pinchin has recently completed well installation, repair and decommissioning contracts for the MNRF for many of these Sites. Based on this valuable background knowledge, Pinchin is able to develop a suitable work plan and accurate cost estimate to properly complete the required well work, specifically regarding the challenges associated with the Aurora and Madawanson well installations.

In addition to the background knowledge base Pinchin has developed for these specific MNRF Sites, Pinchin has extensive experience conducting environmental sampling at landfill Sites across Canada. Over the past year (2022), Pinchin has been involved with annual landfill monitoring projects for over 85 different landfill Sites located across Ontario. Our experienced staff has worked on numerous small and large-scale landfill projects, both in northern regions and in urban centres. Pinchin clientele has included both the municipal and provincial sectors, as well as private landfill operators.



Pinchin understands that landfill/solid waste sites must be operated and monitored effectively, not only to meet legislative requirements, but to minimize environmental impact and reflect your organization's commitment to a greener, cleaner planet. We listen to and understand your goals. We deliver solutions backed by expertise with each one of our landfill/solid waste services.

From preliminary environmental assessments to landfill siting, design, permitting and regulatory monitoring and reporting, our professionals offer site-specific solutions for environmental managers, operations managers, health and safety managers and all those charged with operation and maintenance of landfills/solid waste sites.

The scope of work that Pinchin routinely fulfills for our landfill projects includes:

- Development of water quality monitoring programs, including but not limited to aquifer instrumentation of monitoring well networks, landfill gas probes and the establishment of surface water monitoring stations;
- Sampling groundwater, surface water and leachate/condensate;
- Recording field observations, including water levels, surface water flow velocity and methane vapour/landfill gas readings;
- Comparison of groundwater, surface water and potable sample results against applicable criteria, including applicable regulatory standards;
- Statistical evaluations, tri-linear piper plot assessments, and chemical finger printing to evaluate potential sources and pre-identify potential data trends so that appropriate mitigative measures can be implemented before issues arise and so that the success of mitigative measures can be fully evaluated;
- Preparing interim reports that include description of sampling locations, sampling methodology, results, recommendations, figures and groundwater contour drawings;
- Preparing final reports that incorporate the information of the interim reports, along with trend analysis and recommendations for future monitoring or a reduction in sampling programs;
- Completion of Waste Capacity Assessments through the combination of intrusive field programs and topographic surveys (many via Pinchin's Unmanned Aerial Vehicles – UAV);
- Compilation of Development and Operations Plans to optimize the lifespan of an asset while minimizing the potential environmental impact;
- Development of sequential fill and progressive closure plans;



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario

The Corporation of the Township of Ignace

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- Completion of leachate management feasibility studies;
- Calculation of contaminating lifespans;
- Preparation of various technical supporting documents to accompany permit amendments and applications;
- Estimation of closure and post-closure liability values in accordance with the applicable Public Sector Accounting Board Asset Retirement Obligations;
- Development of Site-specific trigger level monitoring programs, including contingency measures;
- Completion of landfill closure plans in accordance with Ontario Regulation 232/98;
- Stakeholder and public consultations; and
- Project and contract management including preparation of tender specifications and procurement support.

Additionally, Pinchin has provided training services in leachate sampling and analysis and remediation design planning for landfills. Pinchin is experienced in developing and implementing residential well sampling programs, including notification and consultation with affected residents prior to sampling and after each sampling event and communication with the responsible government agency.

The project staff dedicated to this project has significant background in environmental monitoring projects, particularly for groundwater, surface water, leachate and landfill gas monitoring. In addition to landfill monitoring programs, Pinchin is routinely involved with landfill well installation programs, hydrogeological assessments, closure plans, design and operating plans, fill plans, waste capacity assessments and Environmental Compliance Approval (ECA) applications. Pinchin is also involved with implementing landfill training programs which have included field training and landfill operator training courses.

Pinchin works collaboratively with our offices established throughout Northern Ontario, allowing us to efficiently complete field work at remote locations. The following is a recent list of landfills/Clients in which Pinchin has provided similar landfill deliverables for. Each of the following landfills operated within a Certificate of Approval or ECA:

Ministry of Natural Resources and Forestry

Address: 145 Government Road West, 2nd Floor, Kirkland Lake District Office, Kirkland Lake, ON

Client Contact: Rick Gordon, 705-668-0408

Contract Value: \$378,972.30



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023
Pinchin File: 0325983.000

Project: 2021 - 2022 Water Quality Monitoring and Reporting at MNRF Northwest Region Waste Disposal Sites

Project Description: Pinchin was retained to sample groundwater, surface water and potable samples for 42 MNRF landfills located throughout the northeast Ontario region. Pinchin provided annual monitoring reports for each landfill which documented the field program activities, methodologies and recommendations based on data collected at each Site.

Ministry of Natural Resources and Forestry

Address: MNRF Northeast Region Districts, 145 Government Road West, 2nd Floor, Rm 201
Kirkland Lake, ON

Client Contact: Rick Gordon, 705-668-0408

Contract Value: approximately \$130,000

Project: 2022 Regional Waste Disposal Site Monitoring Well Installations, Repairs and Decommissioning

Project Description: Pinchin was retained to complete groundwater monitoring well installations, repairs and decommissioning for 13 MNRF landfills located throughout the northeast Ontario region (Sauble, Madawanson, Whiskey Lake, Mongowin, Mozhabong, Cartier, Delamere, Aurora, Fox, McKeown West, Boston Creek, Ryland and Aberdeen). The monitoring program also included sampling of the newly installed wells during the spring, summer and/or fall.

Ministry of Natural Resources and Forestry

Address: Timmins District Office, PO Box 3020, Highway 101, South Porcupine, ON

Client Contact: Taiwo Akisanmi, 705-235-1156

Contract Value: approximately \$85,000 to \$235,000 per year (38 landfills, including drilling and analytical fees)

Project: 2016-2019 Regional Waste Disposal Site Water Monitoring and Well Installations

Project Description: Pinchin was retained to sample groundwater, surface water and potable samples for 38 MNRF landfills located throughout the northeast Ontario region. The monitoring program took place between spring 2016 and summer 2019. Pinchin provided annual monitoring reports for each landfill which documented the field program activities, methodologies and recommendations based on data collected at each Site. The monitoring program also included a well installation program which took place at specific sites, as requested by the MNRF.



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023
Pinchin File: 0325983.000

Algoma Steel Inc.

Address: 105 West Street, Sault Ste. Marie, ON

Client Contact: Fred Post, 705-945-4568

Contract Value: >\$350,000 (Private Landfill and Material Storage Facility, 3 years of monitoring including analytical fees)

Project: 2012-2019 Annual Groundwater and Surface Water Monitoring Program

Project Description: Pinchin was retained to sample groundwater and surface water for the Algoma Steel landfill located in Sault Ste. Marie. The monitoring program took place between spring 2012 and winter 2019 and consisted of groundwater sample collection from over 25 monitoring wells and various surface water locations. Pinchin provided an annual monitoring report for each year of the contract which documented the field program activities, methodologies and recommendations based on data collected at each Site.

Algoma Steel Inc.

Address: 105 West Street, Sault Ste. Marie, ON

Client Contact: Fred Post, 705-945-4568

Contract Value: \$219,039.12 (One year of groundwater and surface water monitoring including borehole and monitoring well installation program)

Project: 2020 Algoma Baseline Investigation and Monitoring Program

Project Description: Pinchin was retained to sample groundwater and surface water for the Algoma Steel landfill located in Sault Ste. Marie. The monitoring program also included a monitoring well installation program. The program took place between spring 2020 and winter 2021 and consisted of groundwater sample collection from over 80 monitoring wells and various surface water locations.

Municipality of Magnetawan

Address: 4304 Highway 520, Magnetawan, ON P0A 1P0

Client Contact: Kerstin Vroom, 705-387-3947 ext. 1001

Contract Value: \$28,700 / year (2 landfills annually, including analytical fees)

Project: 2018-2022 Annual Waste Disposal Site Monitoring & Reporting – Chapman and Croft Landfills


Groundwater Monitoring and Sampling Program 2023-2025

 Ignace Landfill, Highway 599, Ignace, Ontario
 The Corporation of the Township of Ignace

 May 11, 2023
 Pinchin File: 0325983.000

Project Description: Pinchin was retained to sample groundwater and surface water for the Chapman and Croft landfills located within the Municipality of Magnetawan. The multi-year monitoring program took place starting in 2018. Pinchin has provided annual monitoring reports for the landfill which documented the field program activities, methodologies and recommendations based on data collected at each Site. The monitoring program has also included a well installation and hydrogeological assessment and liaison with the MECP. Pinchin has also developed a Leachate Management Plan Study for the Chapman Landfill Site as well as a review of the waste capacity.

Township of Madawaska Valley

Address: 85 Bay Street, Barry's Bay, ON, K0J 1B0

Client Contact: Hilary Kutchkoskie, 613-756-2747

Contract Value: \$28,700 / year (2 landfills annually, including analytical fees)

Project: 2017-2022 Environmental Monitoring and Reporting Services for 5 Waste Management Sites

Project Description: Pinchin was retained to sample groundwater and surface water for the Bark Lake, Paugh Lake, Barry's Bay, Wilno and Radcliffe landfill/waste transfer sites located within the Township of Madawaska Valley. The multi-year monitoring program took place starting in 2017. Pinchin has provided annual monitoring reports for the landfill which documented the field program activities, methodologies and recommendations based on data collected at each Site. Pinchin has also completed annual closure & post closure liability estimates for the sites, as well as an annual review of the waste capacity at the Bark Lake Landfill Site.

Rayonier Advanced Materials

Address: 1301 Riverplace Blvd, Suite 2300, Jacksonville, Florida, 32207

Client Contact: Warren Snyder, 904-357-3768 (office)

Contract Value: >\$300,000 (9 sites annually since 2018, including analytical fees)

Project: 2018-2022 Environmental Monitoring and Reporting Services

Project Description: Pinchin was retained to sample groundwater and surface water for various wood waste management sites across Northern Ontario located in Timmins, Smooth Rock Falls, Cochrane, Kapuskasing, Opatatika and Chapleau. In addition to sampling, Pinchin completed many well installations and repairs for the various sites. Pinchin completed landfill monitoring and reporting requirements for each site in accordance with the requirements of the respective ECA's,



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023
Pinchin File: 0325983.000

including internal reporting and submissions to the MECP. Progress and budget updates were communicated to the client on a monthly basis. Pinchin also completed closure and post-closure financial liability estimates for many of these sites on an annual basis. In addition to consideration to the vast degree of Site-specific requirements, the challenges associated with this program were primarily logistical in nature, in that, with the exception of Smooth Rock Falls, the sites are all located in different cities, in fairly remote locations. Project staff had to be well prepared with respect to understanding the requirements of the program (field equipment and bottle orders, etc.) as additional or replacement needs were days away.

5.0 PROJECT SCHEDULE

Pinchin proposes that the following timeline be implemented to complete this proposed work (which can be modified by the client at their discretion):

Task	Estimated Timeline
Project Initiation Meeting by Phone, if required.	1 day
Complete Water Sampling	1 day per sampling event (6 events)
Final Report	3 weeks after final sampling event

6.0 COST ESTIMATE

The proposed landfill work is offered subject to the Terms and Conditions given in the attached Authorization to Proceed, Limitations of Liability and Terms of Engagement contract form.

Pinchin is prepared to complete the Groundwater Monitoring Program outlined above for the cost listed below:

The cost estimate is based on a per-year basis.

Task	Cost
Field time	\$3,000.00
Lab fees	\$4,000.00
Disbursements	\$1,500.00
Rental equipment/field supplies	\$1,325.00
Travel	\$1,825.00
SUB-TOTAL ESTIMATE/YEAR	\$11,650.00
HST/YEAR	\$1,514.00
TOTAL ESTIMATE/YEAR	\$13,164.50



Groundwater Monitoring and Sampling Program 2023-2025

Ignace Landfill, Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

May 11, 2023

Pinchin File: 0325983.000

Pinchin will issue progress invoices as the sampling events occur throughout the triennial period.

On the third year of the program, an additional \$5,000.00 will be added for reporting on the triennial groundwater monitoring and sampling program. The total estimate for the 3-year program will be \$39,950.00 excluding applicable tax.

Payment Methods Accepted by Pinchin

Pay by Cheque	Pay by EFT or Wire Payments	Pay by Interac E-Transfer
Remit payment to: Pinchin Ltd. 2360 Meadowpine Blvd, Unit 2, Mississauga, ON, L5N 6S2	Remitters in Canada: Pinchin Ltd. Canadian Imperial Bank of Commerce, Meadowvale Banking Centre 6975 Meadowvale Town Centre Circle, Unit N1, Mississauga, ON, L5N 2W7 Account # 6627919 Institution # 010 Transit # 08222 SWIFT/BIC: CIBCCATT Deposit confirmations and/or remittance advice to be sent to accountsreceivable@pinchin.com	Contact Pinchin's Accounts Receivable Coordinator (info below). The Accounts Receivable Coordinator will send a Request Money link in order to execute this transaction.

All payment methods must include reference to the **Pinchin Invoice Number** or the **Pinchin File Number**.
For assistance, contact an Accounts Receivable Coordinator accountsreceivable@pinchin.com or 905.363.0678
and option 5.

7.0 CLOSING

We trust that the information provided in this letter is sufficient for the Client to evaluate Pinchin's proposal. To authorize Pinchin to initiate the Ground Monitoring and Sampling Program activities, please execute the attached Authorization to Proceed, Limitation of Liability and Terms of Engagement. If you have any questions, or require additional information, please do not hesitate to contact the undersigned.

We look forward to working with you on this assignment.

\\pinchin.com\ken\JOB\325000s\0325893.000 IgnaceLandfill,3YearGWMonitoring\Contract Admin\0325893.000, 2023 - 2025 Groundwater Monitoring Program Proposal, Ignace Landfill Hwy 599, Ignace, ON, Corp of Township of Ignace, May 11, 2023.docx
Template: Master Pinchin Style Report Proposal (RFP Response), HO, June 14, 2018

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APPENDIX I
Resumes



Tim McBride, B.Sc., P.Geo. QPESA
Director of Landfill and Municipal Services, Environmental Due Diligence & Remediation, Practice Specialist -
Hydrogeology

Professional Summary

Mr. McBride is a graduate of the University of Waterloo, Bachelor of Science - Applied Earth Sciences (Cooperative Program) and has over twenty-five years of experience in environmental site assessments (Phase I, II and III ESAs), environmental impact monitoring, production and observation well installations, geotechnical and environmental drilling, groundwater modeling, hydrogeological evaluations, landfill siting and monitoring, soil and groundwater assessments, subwatershed studies, water well interference studies, remedial planning, and development and implementation of decommissioning plans. His experience includes the provision of technical expertise for a wide variety of closure and remediation investigations, including a hydrogeological assessment and installation of an interception well system for a landfill derived leachate plume, several pre-development baseline environmental investigations for consideration during closure planning and numerous annual monitoring reports for various sites across Northern Ontario. Mr. McBride has a strong background in hydrogeology, aquifer development and characterization, landfill assessment, geophysical surveys, shallow combustible gas vapour surveys, lagoon monitoring, and contaminant impact assessment and have supervised the remediation of numerous contaminated properties. This remediation experience includes excavation and off-site disposal (dig and dump), biopile construction, in-situ bioremediation and large interception well systems (pump and treat) for various contaminants including metals, petroleum hydrocarbons and polyaromatic hydrocarbons.

Education

- Environmental Hydrogeology, University of Waterloo, Waterloo, Ontario, 1997

Professional Designations / Associations

- APGO Association of Professional Geoscientists of Ontario

Professional Development

- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually
- Health and Safety Training, Pinchin Ltd., Annually
- NORCAT: Northern Centre for Applied Technology, Surface Orientation,
- St. John's Ambulance: Emergency First Aid
- Fire Extinguisher Training
- Respirator Fit Test: Soucie Salo Safety, Sudbury,
- Electrical Awareness Training
- Safety, Health & Environment Leadership Training



- Basic Certification Training for Joint Health and Safety Committees (Part 1 & 2)
- Inspired Leadership & S.P.I.R.I.T Development Program

Professional Experience

Director of Landfill and Municipal Services, Environmental Due Diligence & Remediation, Practice Specialist - Hydrogeology, Pinchin Ltd., 2017 to Present

- The role of Director of Landfill Services and Practice Specialist – Hydrogeology for Pinchin Ltd. primarily involves developing the capabilities of our landfill and hydrogeological team to service municipal and industrial clients across Ontario. Mr. McBride focuses on supervising the team and project managers through design and compliance phases.
- Through this role Mr. McBride ensures that clients are in compliance with respect to policies, procedures, and regulations. He cuts through the uncertainty found in all phases of work in the landfill and hydrogeological services by delivering clearly worded reports that meet the needs of all stakeholders. This includes the preparation of technical documents that can be understood by lay people, and ensure that all deadlines are met for reports submitted to government agencies.
- Mr. McBride works hard to identify opportunities to streamline study design and compliance monitoring; providing efficiency and cost savings to clients (both municipalities and private sector) with long-term monitoring requirements, and assisting private clients with the additional requirement of financial assurance, in accordance with provincial regulations.

Environmental Hydrogeologist and Assistant Unit Manager, AMEC Earth & Environmental, 2001 to 2017

Hydrogeologist, Trow Consulting Engineers Ltd., 1997 to 2001

Junior Environmental Analyst, INCO Ltd., Environmental Control Department, 1996 to 1997

Project Experience

Environmental Impact Monitoring

- Weyerhaeuser Lime Mud Disposal Pits, Dryden, Ontario: Responsible for the review field and geochemical data from historical annual groundwater monitoring reports for this industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- Deloro Landfill Site, Timmins, Ontario: Responsible for the collection of field and geochemical data for annual groundwater, residential well and surface water samples from this domestic and industrial waste site. Established a contingency plan and the required trigger parameters and concentrations. Completed an evaluation of current environmental status of the facility, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives. Developed a long-term groundwater and surface water monitoring program to facilitate ongoing environmental impact monitoring.
- German Township Waste Disposal Site, Timmins, Ontario: Responsible for the collection of field and geochemical data for annual groundwater and residential well samples from this domestic waste site. Completed an annual monitoring report, including an assessment of the site against Guideline B-7 contaminant discharge criteria and other applicable provincial standards and objectives.



- Falconbridge, Lockerby Mine, Whitefish, Ontario: Completed an annual groundwater monitoring report, including an assessment of the on-site disposal site versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria.
- Tembec Sawmills, Northern Ontario: Utilized field and geochemical data for ground and surface water samples to complete annual monitoring reports for 8 sites, including an assessment of the on-site woodwaste disposal sites versus background conditions, applicable guidelines and Guideline B-7 contaminant discharge criteria. Each report required individual consideration, in order to address the requirements of the individual Certificates of Approval for each site and evaluate compliance.

Hydrogeological Evaluations

- Detailed Hydrogeological Evaluation of Two Aquifers, Onaping, Ontario: Completed an evaluation, using large scale pumping tests, geochemical analysis and groundwater modelling, to assess the potential of the aquifers to provide suitable and sustainable water quantity and quality for the specified water supply requirements. In addition, this report concluded as to whether the aquifers should be considered as groundwater under the direct influence ("GUDI") of surface water, as defined by the Ministry of the Environment, Conservation and Parks ("MECP") Ontario Drinking Water Standards ("ODWS") and subsequently, whether or not chemically assisted filtration and disinfection was required. Duties involved the coordination of all staff (including field, groundwater modelling, laboratory and office) and subcontractors (drilling, pump testing, particle counting, two geochemical laboratories), the preparation of monthly progress reports, invoicing, budget updates, change orders, data interpretation and presentation of the final study findings and recommendations.
- GUDI Assessment for Larder Lake Water Works, Larder Lake, Ontario: Conducted a GUDI study, as defined by the MECP, in support of a Certificate of Approval application. Based on a review of existing groundwater modelling, geological and chemical data, completed a detailed hydrogeological assessment of the water supply aquifer and provided recommendations for future development and maintenance.
- Preliminary Hydrogeological Evaluation, Killarney, Ontario: Completed a preliminary hydrogeological evaluation in order to assess the bedrock aquifer characteristics with respect to quality and quantity through review of available historical databases and information sources. Based on the estimated water supply requirements, determined the number of necessary wells, the mutual interference profiles, capture zones and potential off-site impacts.
- Preliminary Site Servicing Options Study, Proposed Industrial Park, Earleton, Ontario: Required to investigate servicing options and constraints since the existing infrastructure that supplies water and sewer did not extend to the subject lands. The potential yield of the aquifer was subsequently evaluated in terms of its suitability as a long-term water source for the industrial development. The shallow soil conditions were also reviewed in order to assess the feasibility of individual sewage disposal systems. Based on the estimated development requirements, determined the mutual interference profiles, capture zones and potential off-site impacts.

Site Decommissioning and Remediation Studies

- Vale Crean Hill Mine Landfill Site, Whitefish, Ontario: Completed the closure design and construction management for an industrial landfill site associated with the Crean Hill Mine operations. Prepared a final site grading plan in order to meet the MECP specified slopes, as well as the design of two landfill cap systems (i.e., low permeability soil versus geosynthetic clay liner). Prepared tender documents for the preferred cap system (low permeability soil) and supervised construction of the landfill cap.
- Phase I/II and III Environmental Site Assessments, Sudbury Ontario: Conducted a limited Phase I and II ESA to evaluate the environmental condition of four commercial properties in Sudbury. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.



- **Site Remediation, Hydro Transformer Sub-Station, Sturgeon Falls, Ontario:** Directed site remediation activities for an abandoned distribution station, surrounded by residential land, contaminated with polychlorinated biphenyls (PCB). Collected the appropriate number of verification samples to evaluate the final environmental status of the site as per the current guidelines.
- **Residential Fuel Spill, Little Current, Ontario:** Supervised the removal of residual hydrocarbon contaminated overburden materials and the installation of a free product interception well. Installed a passive petroleum product collection system in the existing on-site bedrock well to recover free phase petroleum product from within the fractured limestone aquifer and conducted indoor air quality sampling to document the final environmental status of the site.

Environmental Investigations

- **Phase I Environmental Site Assessments - Bridgestone/Firestone Properties, Northern Ontario:** Supervised and assisted staff in conducting site reconnaissance visits, interviews knowledgeable on-site personnel, research of historical land uses and identified areas of actual and potential environmental concern for five Bridgestone/Firestone sites in Northern Ontario. Summarized all findings into concise reports, including off-site concerns. Responsible for data collection, reporting, review, invoicing and client progress reports.
- **Phase I Environmental Site Assessment, Home Depot, North Bay, Ontario:** Completed a complex Phase I ESA report on five individual parcels, prior to a land transaction for a proposed Home Depot Home Improvement Warehouse in North Bay, Ontario. The land uses varied from a furniture store to a scrap steel and salvage yard. Evaluated the land uses of the five individual lots and the associated potential environmental concerns.
- **Phase I/II and III Environmental Site Assessments, Petroleum Distributor, Northern Ontario:** Conducted Phase I and II ESA's to evaluate the environmental conditions of twenty-five commercial properties across Northern Ontario, including active and former retail fuel outlets and bulk plant facilities. Identified and further delineated the vertical and horizontal extent of petroleum hydrocarbon contamination on-site. Recommended remedial options and directed the remedial effort at fifteen of these sites. Collected the appropriate number of verification samples to evaluate the final environmental status of the site.
- **Phase I and II Environmental Site Assessment, North Bay, Ontario:** Conducted a Phase I ESA and subsequent Phase II ESA to evaluate the environmental condition of a commercial property in North Bay. Identified potential and actual sources contamination on-site and from adjacent land uses. Responsible for coordinating the intrusive soil and groundwater sampling program, field screening and selection of worst-case samples for laboratory submission. Prepared the final report comparing the findings to the applicable guidelines and provided recommendations for required future investigations.



Dale Wiebe, P.Eng., QPESA

Office Manager

Professional Summary

Dale Wiebe is an Office Manager in Kenora, Ontario and has been employed by Pinchin Ltd. since 2003. Dale holds a Bachelor of Engineering from McMaster University and has been a licensed Professional Engineer since 2004. Since that time Dale has been working with clients in the fields of civil engineering and infrastructure, environmental due diligence and remediation, indoor air quality and microbial contamination, occupational health and safety and hazardous materials. He has experience with turnkey project management and administration and is an accomplished presenter, providing various on-site training seminars for clients.

Education

- Bachelor of Engineering (Civil/Environmental) – McMaster University, 1999

Professional Designations / Associations

- Professional Engineers of Ontario, Licensed Professional Engineer, 2004 (License #100077959)
- Association Professional Engineers/Geoscientists Manitoba, Licensed Professional Engineer 2010 (License #22904)
- Association of Professional Engineers & Geoscientists of Saskatchewan, Licensed Professional Engineer 2020 (License #51053)
- Association of Professional Engineers & Geoscientists of Alberta, Licensed Professional Engineer 2020 (License #271831)

Professional Development

- Toxic Reduction Planning, Pinchin Environmental Ltd, 2011
- Phase 1 ESA Training, Pinchin Environmental Ltd, 2010
- WHMIS Training, Pinchin Environmental Ltd., 2012
- Small Drinking Water Systems Training (Source water Protection, Pathogen Removal), Ministry of Health and Long-Term Care, SNES Consulting, 2008
- Drinking Water Treatment; Principles and Practice, Epic Educational Programs 2004
- Asbestos Control in Buildings and Industry, Pinchin Environmental 2003
- Hazards and Control of Mould in Buildings, Pinchin Environmental 2003
- Erosion and Sedimentation Control Workshop, Manitoba Transportation and Government Services 2002
- Contract Management Framework Seminar, Stevens Consulting Group 2001



- Contract Monitoring Seminar, Stevens Consulting Group 2001

Professional Experience

Office Manager, Pinchin Ltd., 2003 to 2007, 2009 to Present

- Office management, including sales, marketing and staff administration
- Contract preparation and administration including the development of project relevant milestone deliverables and subsequent work schedules to meet approved milestones
- Hazardous material assessment, project design, project and contract monitoring
- Phase I and Phase II environmental site assessments
- Contaminated site remediation
- Property condition assessments
- Client training on hazardous materials, microbial contamination and infection control
- Certification of small public drinking water systems under Ontario Regulation 170/03
- Industrial hygiene assessments and air monitoring while working closely with a registered occupational hygienist
- Regulation interpretation and application
- On-Site sewage system design and permitting
- In-service training

Environmental Engineer, Northwestern Health Unit, 2007 to 2009

- Primary responsibility as program coordination for the delivery of safe water, small drinking water systems, private sewage disposal and health hazard investigation programs including:
 - Functional management of environmental health staff
 - Policy development
 - Training and technical support for environmental health staff
 - Frequent public speaking engagements to stakeholders
 - Investigations of public health hazards
 - Response to adverse water quality incidents for both public and private drinking water supplies
 - Assessment and evaluation of public drinking water supplies and treatment works
 - Responded to public complaints or requests for information regarding environmental health



- Researched emerging environmental concerns as related to public health

Project Supervisor, Manitoba Transportation and Government Services, 2000 to 2003

- Functional and detailed design of programmed highway projects
- Prepared project estimates, contract documents for tender and active management during contract execution
- Stakeholder negotiation for proposed and active projects
- Field supervision during construction operations

Project Experience

Asbestos Hazard and Assessment

- Surveys and assessments of asbestos building materials across Northwestern Ontario
- Post-Secondary University, Full Campus Survey 21 buildings
- Utility, Survey and Assessment of 22 Electrical Power Generating Stations
- Asbestos abatement project management services including preparation of contract documents, specifications, budgets and scheduling
- Long-term Care Home Facility Renovation
- Acute Health Care Facility Renovation
- School Board Property Renovation
- Inspection and air monitoring during asbestos abatement projects to ensure contractor compliance with project specification and regulatory requirements
- Various Locations

Mould Contamination & Indoor Air Quality

- Indoor air quality, mould investigations, and mould remediation project management including preparation of contract
- Financial Institutions
- School Board Properties
- Government Buildings

Environmental Due Diligence

- Management, quality assurance and performance of:
- Phase I & II Environmental Site Assessments for commercial property transfer requirements



- Underground storage tank removals
- Contaminated Site remediation
- Records of Site Condition under O.Reg. 154/04

Occupational Health and Safety

- Conducting workplace audits for noise, ventilation, airborne contaminants
- Industrial Facilities
- Health Care Facilities

Training

- Conducting workplace training seminars on
- Respiratory Protection Programs (Respirator Fit-Testing and Training)
- Hazards and Control of Asbestos, Mould and Lead in Buildings
- Prevention of Nosocomial Infection in Health Care Institutions

Drinking Water Consulting

- Troubleshooting for commercial and government/institutional water systems both Provincial and Federal Jurisdictions
- Design and permitting for commercial and residential systems under O.Reg. 170/03
- Completing vulnerability and sanitary surveys of potable water systems
- Risk assessment and management for private and municipal water systems

On-Site Sewage Consulting

- Assessment of on-Site systems for transactional due diligence
- Design and permitting for commercial and residential systems under the Ontario Water Resources Act

Template: LastName,FirstName – Resume Master, HO, August 2019



David George
Project Manager, Hazardous Materials

Professional Summary

David George is a Project Manager with Pinchin Ltd. Mr. George obtained his Advanced Environmental Science Technology Diploma at Fanshawe College in 2004 and has since taken additional professional development courses in hazardous materials management for mould and asbestos. His work experience includes two and half years as a Project Manager at DST Consulting Engineers Inc., performing Designated Substance Surveys, asbestos surveys, Environmental Audits, Indoor Air Quality Assessments (IAQ), Mould Investigations, Phase I and II Environmental Site Assessment (ESA), Verification Soil Sampling, Environmental Baseline Studies, Landfill Monitoring, preparation of proposals, technical reports, invoicing and marketing.

David has two years as an Environmental Technician at the Northwestern Health Unit conducting such duties as health hazard investigations, on-site sewage disposal and land control, water quality and various other duties relating to public health issues/concerns. He was also a water treatment operator with the Kenora Water Treatment Plant, performing daily water treatment operations and laboratory work, and at Natural Resources Canada in sedimentology laboratory performing particle size analysis, wet and dry sieving, and clay separations, while following proper laboratory procedures.

David is currently involved in a variety of environmental projects, including Designated Substance Surveys (DSS), Hazardous Materials Surveys, Asbestos Surveys, Phase I & II Environmental Site Assessments (ESA), Soil and Groundwater Sampling, Tank Removals, Environmental Audits, Landfill Monitoring, Baseline Property Condition Assessment (BPCA), Environmental Baseline Studies, Indoor Air Quality (IAQ) Assessments and Mould Investigations. Field activities include surveys, audits, abatement inspection, PCM analysis, sample collection, and air monitoring at a variety of government, commercial, residential, institutional and industrial facilities. Office duties include the preparation of technical reports, abatement specifications, invoicing, proposals and marketing for the Kenora Office.

Education

- Advanced Environmental Technology Diploma, Fanshawe College, 2004

Professional Development

- Hazards and Control of Mould in Buildings 3-day Course, Pinchin Environmental Ltd., 2004
- Asbestos Control in Buildings, Pinchin Environmental Certificate, 2004
- Project Management Training, 2013
- Ladders & Scaffolds Training, 2012
- Fall Protection Training, 2012
- Obtained my First Aid w CPR Level B – St. John Ambulance
- ATV training course
- WHIMS training received
- Obtained my On-Site Sewage Systems Inspector Qualification



- Have a valid Building Code Identification Number (BCIN)

Professional Experience

Project Manager, Pinchin, 2004 – 2007 and 2012 – present

- Asbestos Hazard and Assessment
 - Surveys and assessments of asbestos building materials across Northwestern Ontario
 - Inspection and air monitoring during asbestos abatement projects to ensure contractor compliance with project specifications and regulatory requirements
- Mould Contamination & Indoor Air Quality
 - Indoor air quality and mould investigations
 - Spore Trap air monitoring following completion of mould remediation projects
- Building Science & Sustainability
 - Baseline Property Condition Assessments
- Environmental Due Diligence & Remediation
 - Phase I & II Environmental Site Assessments
 - Landfill Site Monitoring and Assessments
 - Tank Pulls and Verification Soil Sampling
- Occupational Health & Safety
 - Air Monitoring Surveys

Project Manager, DST Consulting Engineers Ltd, 2009 – 2012

- Indoor Air Quality Investigations, Phase I & II Environmental Site Assessments (ESA's)
- Preparation of proposals, Invoicing, Marketing
- Soil and Groundwater Sampling, Tank Removals, Environmental Audits, Landfill Monitoring, Environmental Baseline Studies
- Hazardous Building Materials Surveys (Asbestos, Mould, Lead, PCB's, Mercury)
- Mould Investigations
- Preparation of inspection reports, drawings and detailing the findings and recommendations
- Training in PCM analysis of asbestos fibres
- Soil sampling during de-leading project
- On-site risk assessment and management
- Maintaining quality control



- Respirator and Fit Testing training, Liaison between client and contractor
- Inform the general public about the hazards and concerns with mould and asbestos, Liaison between client and contractor
- Soil compaction and concrete testing, Water sampling

Environmental Technician, Northwestern Health Unit, 2007 – 2009

- Health Hazard Investigation, Disease Outbreak Management, Assessment and Remediation of Premises
- Water Quality, Occupational Health and Safety, Environmental Surveillance and Assessment
- On-Site Sewage Disposal and Land Control, Emergency Response
- Responds to and helps rectify conditions in the community that may be deemed health hazards
- Assesses sanitary and environmental conditions at various private and public premises to ensure regulated standards are met
- Respirator and Fit Testing training
- Obtained training in the operation and maintenance of small drinking water systems
- Obtained my On-Site Sewage Systems Inspector Qualification
- Have a valid Building Code Identification Number (BCIN)
- Liaises with inspectors and industrial hygienists from the Ministry of Labour on occupational hygiene issues pertinent to public health



Riley Charlebois, B.Sc., EP

Project Manager

Professional Summary

Riley Charlebois is a Project Manager in the Environmental Due Diligence and Remediation (EDR) service line at Pinchin Ltd. in Kenora, Ontario. Riley holds a Bachelor of Science in Biological Science from the University of Calgary.

Riley has been with Pinchin since 2013 and is involved in a variety of environmental projects including, Phase I & II Environmental Site Assessments (ESAs), Record of Site Condition Phase I & II ESA soil and groundwater sampling events, bulk fuel storage tank removals, fuel spills response and remediation, contaminated soil removal, subsurface and indoor air quality assessments and geotechnical investigations. Riley has been responsible for a variety of projects which included field work, inspections, surveys, interviews, sample collection for the use in preparation of technical reports, as well as following regulatory guidelines and standards.

In addition to the EDR service line, Riley has completed training in Hazards & Control of Mould, IICRC-approved Water Damage Restoration, Legionella in Buildings and Asbestos Control in Buildings and Industry to complete Hazardous Building Materials Assessments, mould investigations and indoor air quality assessment.

Education

- Bachelor of Science in Biological Science, University of Calgary, 2010

Professional Designations / Associations

- Environmental Professional (EP), ECO Canada, 2016

Professional Development

- Standard First Aid and CPR
- Marine Emergency Duties (MED A3)
- Phase I & II Environmental Site Assessment
- Hazards & Control of Mould and Legionella in Buildings
- Asbestos Control in Buildings and Industry
- WHMIS
- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually
- Health and Safety Training, Pinchin Ltd., Annually
- Water Damage Restoration Technician (WRT) Training



Professional Experience

Project Manager, Pinchin Ltd., 2018 - Present

- Coordinates and conducts comprehensive Phase I ESAs in compliance with CSA standards, including site visits and research (interviews, history and land registry searches) for various residential, commercial and light industrial facilities for both national and local clients.
- Coordinates and conducts comprehensive Phase II ESAs in compliance with CSA standards on a variety of commercial and industrial sites involving coordinating with various parties, arranging public and private locates, installing boreholes, monitoring wells at exterior or interior locations, conducting groundwater / soil sampling and analysis and ensuring compliance with provincial and federal regulations.
- Coordinates and conducts Detailed Site Investigations / Phase III ESA remediation projects in compliance with CSA standards, including soil and groundwater sampling and verification sampling and interpreting laboratory data for comparison to applicable standards for disposal classification.
- Conducts drilling programs, including groundwater and soil sampling and monitoring well installation of contaminated sites impacted by petroleum hydrocarbons and dry cleaning solvents.
- Conducts drilling programs for geotechnical investigations.
- Completes groundwater monitoring surveys for both short-term and long-term programs in compliance with CSA standards.
- Documents logs for equipment performance / calibration and daily activities.
- Interprets data, prepares technical reports and provides recommendations based on findings from background research and field work.
- Collects, reviews and interprets laboratory data and compares it to applicable standards for disposal classification.
- Coordinates and supervises sub-contractors.
- Supervises, trains and mentors employees within the division.
- Liaises with clients and other professionals and develops and maintains positive relationships.

Project Technologist, Pinchin Ltd., 2014 - 2018

- On-site assessments, inspections, and testing relating to environmental remediation (Phase I & Phase II ESAs), hazardous material and designated substance surveys, mould investigations, occupational hygiene, and air quality testing
- Collection of field samples (i.e., soil, groundwater, air, etc.) for lab analysis.
- Preparation of technical reports, tables, and drawings detailing the findings and recommendations.
- Liaise between clients and contractors.

Resource Technician, Ontario Ministry of Natural Resources and Forestry, May 2014 – November 2014

- Operation of a marine vessel to navigate the Lake of the Woods water system
- Interviewed anglers to collect various lake wide fishing information (i.e., species harvested, harvest counts, fishing pressure, etc.)
- Collection and preparation of biological tissue from fish species for aging purposes



Project Technologist, Pinchin Ltd., 2013 - 2014

- On-site assessments, inspections, and testing relating to environmental remediation (Phase I & Phase II ESAs), hazardous material and designated substance surveys, mould investigations, occupational hygiene, and air quality testing
- Collection of field samples (i.e., soil, groundwater, air, etc.) for lab analysis.
- Preparation of technical reports, tables, and drawings detailing the findings and recommendations.
- Liaise between clients and contractors.

Environmental Coordinator, SNC Lavalin, 2011 - 2013

- Monitor construction work sites to ensure compliance with the environmental protection plans.
- Prepare daily monitoring reports and various other documents to provide to clients or contractors.
- Communicate with on-site supervisors to ensure commitments and regulations are understood and followed.
- Shut down work where risk of damages to the environment is imminent or non-compliance is conducted.

Project Experience

- Conduct Phase I ESAs for various residential, commercial and industrial properties and prepared technical reports detailing findings and recommendations identifying potential areas of concern that may cause potential subsurface impacts at the site.
- Conduct Phase II ESAs with soil and groundwater sampling which included interpreting laboratory data and comparing it to applicable standards for disposal classification.
- Conducted groundwater monitoring for large scale remediation projects in order to create groundwater plume models and identify trends.
- Conduct groundwater monitoring sampling programs for contaminated site.
- Managed contracts, proposals, scheduling, vendors, etc. for environmental projects.
- Assisted in Geotechnical investigations through subsurface drilling investigations.
- Assisted in the field work, sample collection and reporting of subsurface and indoor air quality related to contaminated Site.
- Project coordinator and field personnel for insurance claims relating to environmental loss (i.e., fuel spills). Acted as the liaison between client, property owners and contractors, collected and scheduled samples for analysis, interpreted analytical results to applicable standards and prepared subsequent interpretive reports.
- Typical clients: financial institutions, government facilities, property managers, developers, private and public facilities and oil and gas producers.



Kyle Kowalik, B. EM

Project Technologist, Environmental Due Diligence and Remediation

Professional Summary

Mr. Kyle Kowalik is a Project Technologist in the Environmental Due Diligence and Remediation (EDR) group and has been employed by Pinchin Ltd. Since 2019. Kyle holds an Honours Bachelor of Environmental Management from Lakehead University.

Kyle has only been employed with Pinchin for a short while, though has had 1 year of experience working in the Forestry Sector of the Ministry of Natural Resources and Forestry as an Assistant Resource Management Technician. Kyle has gained experience in reporting on soil quality and forest health from this work and has also been working under the Redditt Community Services Association for 3 years as a Limited Surface Water (LSW) Subsystem Operator in Redditt, Ontario. Kyle has been responsible for analyzing surface water quality and ensuring that quality meets federal health regulations.

Education

- Honours Bachelor of Environmental Management (HB. EM), Lakehead University, 2019

Professional Development

- Limited Surface Water Subsystem's Operator Certificate, 2016
- Workplace Hazardous Materials Information System (WHMIS) Training, Pinchin Ltd., Annually
- Health and Safety Training, Pinchin Ltd., Annually

Professional Experience

Project Technologist, Environmental Due Diligence and Remediation, Pinchin Ltd., 2019 to Present

- Coordinates and conducts comprehensive Phase I ESAs in compliance with CSA standards, including site visits and research (interviews, history and land registry searches) for various residential, commercial and light industrial facilities for both national and local clients
- Coordinates and conducts comprehensive Phase II ESAs in compliance with CSA standards on a variety of commercial and industrial sites involving coordinating with various parties, arranging public and private locates, installing boreholes, monitoring wells at exterior or interior locations, conducting groundwater / soil sampling and analysis and ensuring compliance with provincial and federal regulations
- Coordinates and conducts Detailed Site Investigations / Phase III ESA remediation projects in compliance with CSA standards, including soil and groundwater sampling and verification sampling and interpreting laboratory data for comparison to applicable standards for disposal classification
- Conducts drilling investigations, including groundwater and soil sampling and monitoring well installation of contaminated sites impacted by petroleum hydrocarbons and dry cleaning solvents



- Completes groundwater monitoring surveys for both short-term and long-term programs in compliance with CSA standards
 - Prepares project specific environmental documents including Environmental Management Plans (EMPs) and Erosion and Sediment Control (ESC) Plans and conducts environmental monitoring for large and small-scale construction projects
 - Coordinates and conducts potable water testing in conjunction with construction related projects, both in the lower mainland and across ON
 - Documents logs for equipment performance / calibration and daily activities
 - Interprets data, prepares technical reports and provides recommendations based on findings from background research and field work
 - Collects, reviews and interprets laboratory data and compares it to applicable standards for disposal classification
- Performs project coordination duties for Pinchin West Ltd. clients and coordinates divisional project-related activities
- Coordinates and supervises sub-contractors
 - Supervises, trains and mentors employees within the division
 - Liaises with clients and other professionals and develops and maintains positive relationships

Limited Surface Water Subsystem Operator, Redditt Community Services Association, 2014 to Present

- Inspect surface water for quality meeting regulation standards
- Deliver water quality samples for inspection from distribution system

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APPENDIX II

Authorization to Proceed, Limitation of Liability & Terms of Engagement



Authorization to Proceed, Limitation of Liability & Terms of Engagement

Date: May 11, 2023	Pinchin Project Name: Groundwater Monitoring and Sampling Program	
Client: The Corporation of the Township of Ignace	Pinchin Project Number: 0325893.000	Project Value: \$39,950.00 (plus applicable taxes)
Site Address: Highway 599, Ignace, Ontario	Pinchin Project Manager: Riley Charlebois	
	Pinchin Project Manager e-mail: rcharlebois@pinchin.com	

This confirms The Corporation of the Township of Ignace (Client) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal dated May 11, 2023 for a value of \$39,950.00 (plus applicable taxes). The proposal (if any) and the terms of this Authorization to Proceed, Limitation of Liability and Terms of Engagement constitute the entire agreement between Pinchin and Client.

Terms and Conditions

1. Client is to identify all known actual and potential hazardous conditions that exist within the building, on the property or in the area of work including but not limited to the presence of confined spaces, work at heights, areas causing heat stress, traffic, pinch points and actual or potential environmental contamination. Client is to identify any specific training required for access and entry to the building, property and area of work and to provide any necessary site specific training at its own cost to Pinchin staff, its contractors and subcontractors. Client must provide safe access to the site and compliance with all applicable safety codes and standards for matters under the control of Client which could affect the safety of Pinchin staff, its contractors and subcontractors on site.
2. Pinchin makes no representations or warranties whatsoever, either expressed or implied, as to its findings, recommendations, plans, specifications or professional advice and including concerning the legal significance of its findings, or as to other legal matters touched on in the report, including but not limited to ownership of any property or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and Pinchin undertakes no, and expressly disclaims, any obligation to advise Client of such change.
3. **In the event of any claim of any nature whatsoever by Client against Pinchin, its staff, officers, directors, shareholders, agents, contractors and subcontractors (collectively "Pinchin"), including but not limited to claims based on negligence and/or breach of contract, the total aggregate liability of Pinchin shall be limited to the lesser of: (i) any actual damages incurred by the client. (ii) all fees actually paid by Client to Pinchin in connection with the specific project in respect of which the claim is being made.**
4. **Pinchin will not be responsible for any consequential, incidental or indirect damages, including but not limited to financial losses, credit and property transactions, financing costs, property values, loss of profit or revenue, permitting/licensing issues, follow-up actions and costs. Pinchin shall not be liable for the failure of any manufactured product or system of components which are supplied by Pinchin to perform in accordance with the manufacturer's specifications or other product literature on which Pinchin reasonably relied. Pinchin will only be liable for direct damages resulting from negligence and/or breach of contract of Pinchin. Pinchin will not be liable for any losses or damage if Client has failed, within a period of two (2) years following the date upon which the claim is discovered, to commence legal proceedings against Pinchin to recover such losses or damage ("Claim Period") unless the laws of the jurisdiction which governs the limitation period which is applicable to such claim provides that the applicable limitation period is greater than the Claim Period and cannot be abridged by this Agreement, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.**
5. If Client brings any form of claim against any third party relating to the work and if the third party claims against Pinchin for contribution and indemnity, Client shall not seek to recover and waives any right to recover from the third party any portion of any losses or damage which may be attributed to the fault or negligence of Pinchin.
6. Pinchin's proposal was prepared for the consideration of Client only. Its contents may not be used by or disclosed to any party without prior written consent from Pinchin.
7. Pinchin's proposal shall be open for acceptance for a period of thirty (30) days from date of issue. The acceptance period may be extended by mutual agreement of the Client and Pinchin in writing. Pinchin reserves the right to revise the proposal beyond the stated acceptance period.



Groundwater Monitoring and Sampling Program
Highway 599, Ignace, Ontario
The Corporation of the Township of Ignace

Authorization to Proceed
Limitation of Liability & Terms of Engagement

May 11, 2023
Pinchin File: 0325893.000

8. Any work performed by Pinchin will be conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work is performed.
9. Client acknowledges that risks arise from subsurface and hidden conditions that even comprehensive testing and analysis may fail to detect and that actual conditions may differ from those inferred from inspection, testing and analysis. Pinchin can only comment on the conditions observed on the date(s) the assessment is performed.
10. The work will be limited to those locations and/or areas and/or materials of concern identified by Client or scope of work as outlined in our proposal. Other areas of concern may exist but will not be investigated within the scope of this assignment.
11. Any budget and work estimates provided are preliminary and subject to verification and change unless otherwise agreed.
12. Information provided by Pinchin is intended for Client use only. Pinchin will not provide copies of reports, results or information to any party other than Client, unless Client, in writing, requests information to be provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be unreasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages, suffered by any third party as a result of decisions made or actions conducted by any party.
13. As used in this Agreement, "Work Product", means without limitation all reports, plans, data, writings, notes, drawings, art work, templates, documents, products, ideas, formulas, inventions, research, programs, derivative works, processes, procedures, techniques, scientific methods, designs, technologies, forms, formulas, discoveries, know-how, improvements and any and all products of any type, including all rights and claims, prepared in part or in full by Pinchin.
14. Pinchin shall exclusively own the copyright and all other intellectual property rights in all "Work Product" including rights to claim Scientific Research and Development Tax Claims. The services and documents provided by Pinchin under the terms of this agreement are "Work Made For Hire" and are the sole and exclusive property of Pinchin; they are provided to Client for one time use only. To the extent that any other Intellectual Property Rights of, or under the control of, Pinchin are embodied or otherwise required to exploit the "Work Product", Pinchin grants Client a revocable worldwide, exclusive, one-time license under all such Intellectual Property Rights as required, in accordance with the terms of this agreement.
15. Notwithstanding any other provision, Pinchin reserves the exclusive right to pool data provided by, or produced for, Client at its sole discretion and to use that data to aid in the completion of any and all future projects. Pinchin will utilize de-identification processes which may include, but are not limited to, pseudonymizing or anonymizing the data to preserve client confidentiality. Pinchin will ensure that all identifiable and pooled data is protected and stored securely through the use of appropriate processes and technologies, which may include, but are not limited to, data encryption and the use of the principle of least privilege.
16. Client agrees to indemnify, defend, and hold harmless Pinchin, its affiliates, and their officers, directors, employees, agents, and subcontractors against all claims, demands, suits, liabilities, costs, expenses (including reasonably incurred legal fees), damages and losses suffered or incurred by Pinchin arising out of any actual or alleged infringement of intellectual property rights arising out of Client's use of "Work Product" or any other items provided by Pinchin to Client.
17. Invoices will be issued monthly or upon project completion unless otherwise agreed. Applicable taxes (GST, HST, QST) are additional. Amounts not received within thirty 30 days of invoice date will bear interest thereafter at a rate of 1.5% per month (18% per annum) until paid.

Acceptance Authorizes:

1. The release, to Pinchin, of information requested in connection with this work. Pinchin undertakes to maintain the confidentiality of all such information ("Information").
2. The release by Pinchin of Information to others necessary to perform the work.
3. Entry and access to all areas of the property and buildings on the property, by Pinchin staff or representatives, as required, to perform the proposed services. Client shall identify limitations, conditions or terms regarding entry and access ("Access Restrictions").

It is understood that Client will be liable for all additional costs incurred by Pinchin in the performance of the proposed work caused by changes to the terms, delays, postponements or cancellations or other unseen or unknown conditions that are



Groundwater Monitoring and Sampling Program
 Highway 599, Ignace, Ontario
 The Corporation of the Township of Ignace

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Limitation of Liability & Terms of Engagement

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Pinchin File: 0325893.000

beyond the control of Pinchin including, without limitation, delays caused by failure to provide Information on a timely basis or Access Restrictions not revealed to Pinchin prior to the date hereof.

By signing below Client provides authorization to proceed and accepts the terms and conditions outlined above and in the referenced proposal (if applicable). In the event Pinchin provides services requested by Client, in addition to those identified above or in the proposal (where applicable), Client agrees to compensate Pinchin either on a time and material basis using the Pinchin standard rates (in effect at the time the service is provided), or as per a written amendment to the terms and conditions originally agreed upon.

Authorized Representative Acceptance of Contract:

Signature:	
Name, Title:	Rhonda Smith
Company Name:	
Date:	

Address Pinchin's Invoice to:

PO Number:	
Company Name and Mailing Address:	
Contact Name (responsible for approving the invoice for payment):	
Contact Phone Number:	
Contact Email Address:	
Email Invoice to (if different than contact above e.g. ap@pinchin.com):	

Billing: 2360 Meadowpine Blvd. Unit 2, Mississauga, ON L5N 6S2, | PH: 1.855.746.2446

Pinchin Project Manager: Riley Charlebois	Pinchin Project Number: 0325893.000	Project Value: \$39,950.00 (plus applicable taxes)
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Template: Master ATP, Limitation of Liability & Terms of Engagement, Standard HO, July 12, 2022



Groundwater Monitoring and Sampling Program
 Highway 599, Ignace, Ontario
 The Corporation of the Township of Ignace

Authorization to Proceed
Limitation of Liability & Terms of Engagement
 May 11, 2023
 Pinchin File: 0325893.000

Payment Methods Accepted by Pinchin

Pay by Cheque	Pay by EFT or Wire Payments	Pay by Interac E-Transfer
Remit payment to: Pinchin Ltd. 2360 Meadowpine Blvd, Unit 2, Mississauga, ON, L5N 6S2	Remitters in Canada: Pinchin Ltd. Canadian Imperial Bank of Commerce, Meadowvale Banking Centre 6975 Meadowvale Town Centre Circle, Unit N1, Mississauga, ON, L5N 2W7 Account # 6627919 Institution # 010 Transit # 08222 SWIFT/BIC: CIBCCATT Deposit confirmations and/or remittance advice to be sent to accountsreceivable@pinchin.com	Contact Pinchin's Accounts Receivable Coordinator (info below). The Accounts Receivable Coordinator will send a Request Money link in order to execute this transaction.

All payment methods must include reference to the **Pinchin Invoice Number** or the **Pinchin File Number**.

For assistance, contact an Accounts Receivable Coordinator accountsreceivable@pinchin.com or 905.363.0678 and option 5.