



**Agenda**  
**Community Improvement Committee Meeting**

**Tuesday, June 17, 2025, 12:00 p.m.**

**Council Information Items**

**NOTICE**

Members of the public wishing to view Community Improvement Plan Committee meetings will have the option to attend in-person or by calling 1-289-801-5774 and entering Conference ID: 787 824 278#

Please note that your full name and comments will be part of the public record and will be included in the minutes of the meeting.

Prior to the meeting, written comments may be sent to the Secretary of the Community Improvement Plan Committee by email at [bhostrawser@orangeville.ca](mailto:bhostrawser@orangeville.ca). Such written comments will become part of the public record.

**Accessibility Accommodations**

If you require access to information in an alternate format, please contact the Clerk's division by phone at 519-941-0440 x 2242 or via email at [clerksdept@orangeville.ca](mailto:clerksdept@orangeville.ca)

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**1. Call to Order**

**2. Disclosures of (Direct or Indirect) Pecuniary Interest**

**3. Land Acknowledgment**

We would like to acknowledge the treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. We also recognize that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

**4. Adoption of Minutes of Previous Meeting**

Recommendations:

That the minutes of the previous meeting be received for information

**5. Presentations**

**6. Items for Discussion and Reports**

**6.1 CIP Application 54-60 Third Street - OPA8-2025-01**

An application for Program 8: Environmental Site Assessment (ESA) Grant Program towards eligible costs for a Phase II Environmental Site Assessment for brownfield remediation works at 54-60 Third Street.

**7. Correspondence**

**8. Announcements**

**9. Date of Next Meeting**

The next meeting is scheduled for Tuesday, September 16, 2025.

**10. Adjournment**



## **Minutes of a Community Improvement Committee Meeting**

### **Electronic Participation**

**May 20, 2025, 12:00 p.m.**

### **Electronic and In-Person Participation - Community Improvement Plan Committee**

**The Corporation of the Town of Orangeville  
(Chair and Secretary at Town Hall - 87 Broadway)  
Orangeville, Ontario**

Members Present: Deputy Mayor T. Taylor  
G. Sarazin  
S. Koroscil  
J. Large

Regrets: W. Speirs  
J. Jackson

Staff Present: M. Mair, Planner, Community and Development  
B. Ward, Manager, Planning  
B. Hostrawser, Administrative Assistant, Planning & Building

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#### **1. Call to Order**

The meeting was called to order at 12:10 p.m.

#### **2. Disclosures of (Direct or Indirect) Pecuniary Interest**

None.

#### **3. Land Acknowledgment**

Deputy Mayor, Todd Taylor acknowledged the treaty lands and territory of the Williams Treaty Nations and the Mississaugas of the Credit First Nation. The Chair also recognized that Dufferin County is the traditional territory of the Wendat and the Haudenosaunee, and is home to many Indigenous people today.

#### **4. Adoption of Minutes of Previous Meeting**

**Resolution: 2025-004**

Moved by T. Taylor

That the minutes of the previous meeting be received for information:

**Carried**

#### **5. Presentations**

None.

#### **6. Items for Discussion and Reports**

**6.1 CIP Recommendation Memo - File No. IPA1-2025-01 - 143 Broadway**

Matthew Mair, Planner, Community and Development, presented the proposal of a storefront renovation at 143 Broadway which includes work such as repairs, re-painting and replacement of storefront windows.

**Resolution: 2025-005**

Moved by S. Koroscil

That the committee approve the application for File No. IPA1-2025-01 - 143 Broadway for 50% of the eligible costs at \$4,750.00

**Carried Unanimously**

**6.2 CIP Recommendation Memo - File No. IPA6-2025-01 - 48 Centennial Unit 18**

Matthew Mair, Planner, Community and Development, presented the proposal of the installation of an automatic door opener on the front entrance at at 48 Centennial Road, Unit 18 which will improve accessibility for patients and visitors to the physiotherapy clinic located there.

**Resolution: 2025-006**

Moved by J. Large

That the committee approve the application for File No. IPA6-2025-01 - 48 Centennial Rd, Unit 18 for 50% of the eligible costs at \$1,768.00

**Carried Unanimously**

**6.3 New Funding Category - Facade Improvement**

**Resolution: 2025-007**

Moved by S. Koroscil

To delegate authority to town staff to review and approve applications with a project cost of \$10,000.00 or less and that those items are included for information in subsequent meetings.

**Carried Unanimously**

**7. Correspondence**

None.

**8. Announcements**

None.

**9. Date of Next Meeting**

The next meeting is scheduled for June 17, 2025 at 12:00 p.m.

**10. Adjournment**

The meeting was adjourned at 1:07 p.m.

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Infrastructure Services

Memo

To: Community Improvement Plan Committee Members

From: Matthew Mair, MA, BURPI  
Planner, Development & Community Improvement, Infrastructure  
Services

Subject: Analysis and Recommendation – CIP Application File No. IPA8-2025-01 -  
54-60 Third Street

Date: June 12, 2025

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Introduction

**Property Address:** 54-60 Third Street

**Applicant:** Wellings of Orangeville Inc. c/o George Whittington

**Program(s) applied for:** Environmental Site Assessment (ESA) Grant Program

**Proposed works:** Site Remediation of former Industrial Use for  
proposed residential development (Grant towards the  
Phase 2 Environmental Site Assessment)

**Estimated Cost:** \$66,300.00

**Eligible Funding (max):** \$20,000.00

Background and Analysis

The subject property is a large vacant parcel of land at the southeast corner of Fourth Avenue and Third Street (adjacent from the Home Depot). The land has historically been used for a variety of industrial uses including metal manufacturing, trailer and marine manufacturing, storage of chemicals, and other auto mechanic uses. These land uses present the possibility of soil contamination on the site, therefore an Environmental Site Assessment is required before possible remediation and redevelopment. Please see the attached location map and Site Conditions.

The application has been made as part of a larger planning application for re-development of the site to facilitate a senior's oriented residential development with 176 dwelling units in the form of a 4-storey mid-rise apartment building and bungalow

townhomes (Please see conceptual Site Plan attached). The re-development requires a Phase I and Phase II ESA to be conducted towards the submission of a Record of Site Condition to be submitted to the Ministry of the Environment, Conservation and Parks and any required remediation works identified in the ESA. The ESAs have been completed by the applicant and submitted as part of this CIP application for funding through the Environmental Site Assessment (ESA) Grant Program (see attached application form).

The intent of the ESA Grant Program is to provide funding toward eligible costs for Phase II Environmental Site Assessments that are a regulatory requirement, in order to incentive brownfield redevelopment. This enables remediation of the site, and potential redevelopment, and therefore higher assessed property values and economic and tax benefits to the Town. The submitted application meets the policy objectives of this Program, and will allow the applicant to proceed with remediation work and potential redevelopment of the property. Please see the attached “Phase II ESA Proposal” submitted for details of work undertaken for the Phase II ESA Report.

### **Funding Recommendation**

The Environmental Site Assessment (ESA) Grant Program outlines that funding can be provided towards eligible reports up to the lesser of 50% of costs or **\$20,000**. The submitted proposal and invoices show a total cost of **\$66,300**. Therefore, the application would be eligible for the max of **\$20,000** and staff recommend approval of the full amount.

Location Map  
File: OPZ 2025-02 54-60 Third St.  
Applicant: Wellings of Orangeville Inc.

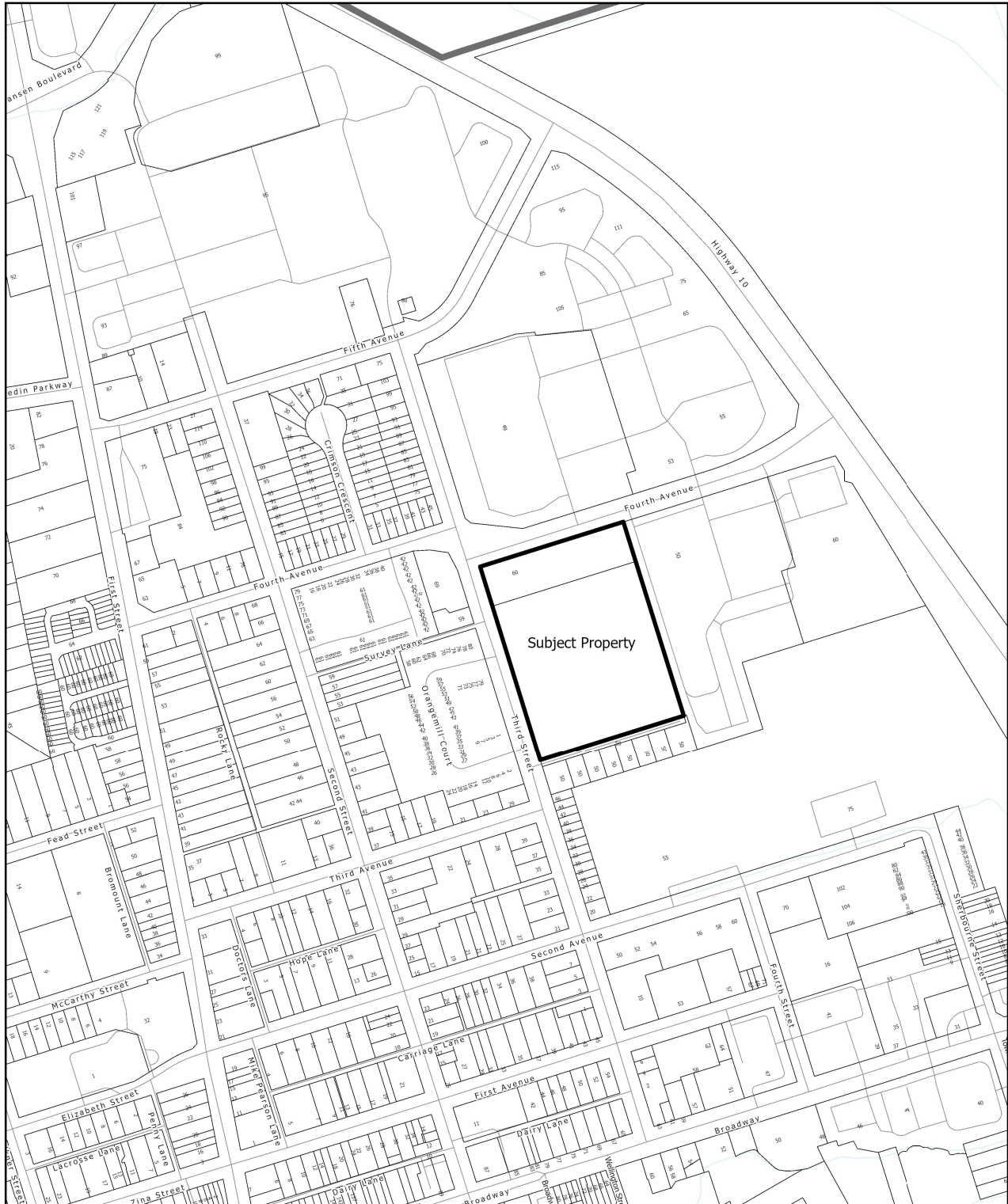




Photo 1 – East portion of the Site, looking north.



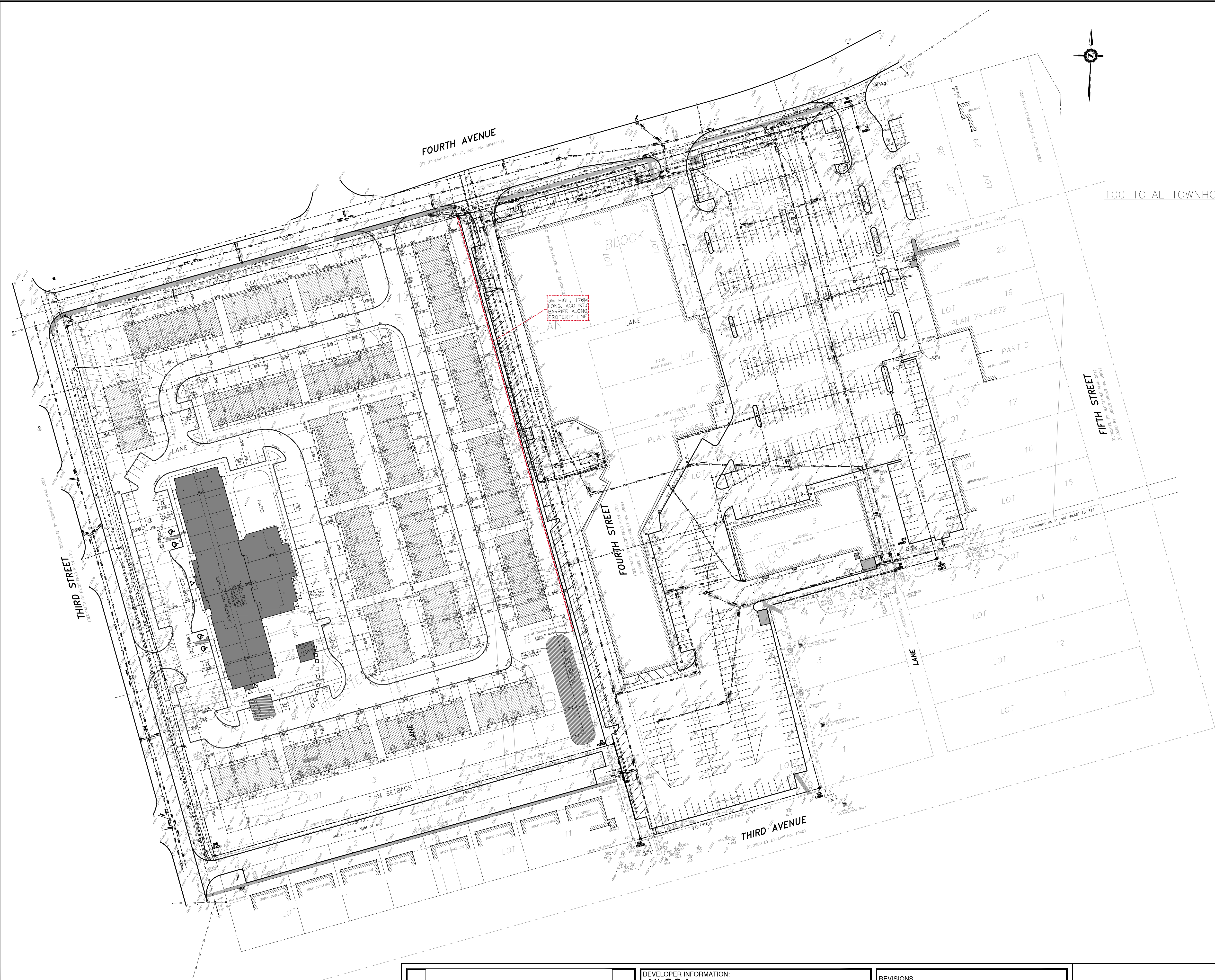
Photo 2 – North portion of the Site, looking west.



Photo 3 – South portion of the Site Building, looking west.



Photo 4 – West portion of the Site, looking north.



**SITE INFO:**  
TOTAL LAND AREA = 37,289 sqm (+/-9.2 ACRES)  
BUILDING AREA (FOOTPRINTS):  
- TOWNHOUSES TOTAL = 8,775 sqm  
- APARTMENT BLDG TOTAL = 2,356 sqm  
TOTAL BLDG AREA = 11,131 sqm  
TOTAL ASPHALT AREA = 6,946 sqm  
TOTAL LANDSCAPE AREA = 19,212 sqm

**TOWNHOUSE UNIT INFO:**  
  
4 TOWNHOUSE UNIT BLOCK (359 sqm) COUNT: = 7  
- 2 BEDROOM UNITS = 14  
- 1 BEDROOM UNITS = 14  
TOTAL = 28  
  
5 TOWNHOUSE UNIT BLOCK (472 sqm) COUNT: = 6  
- 2 BEDROOM UNITS = 18  
- 1 BEDROOM UNITS = 12  
TOTAL = 30

6 TOWNHOUSE UNIT BLOCK (490 sqm) COUNT: = 7  
- 2 BEDROOM UNITS = 14  
- 1 BEDROOM UNITS = 28  
TOTAL = 42

TOTAL TOWNHOUSE UNIT COUNT = 100

TOWNHOUSE UNIT BREAK-DOWN:  
1) 46 TWO BEDROOM UNITS (46%)  
2) 54 ONE BEDROOM UNITS (54%)  
  
MID-RISE RESIDENTIAL BUILDING INFO:  
- 4 STOREY  
- 15.6 M BDG HGT.  
- 2356 sqm BDG AREA  
- 7,488.58 SQM GFA  
- 76 UNITS PER HA.  
  
UNIT MIX:  
-- 2 BEDRM UNITS = 40 (52%)  
-- 1 BEDROOM UNITS = 36 (48%)  
TOTAL UNIT COUNT = 76

| ZONING MATRIX:             |                                                                                     |                                                                                                                                                               |            |
|----------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| PROP'D ZONING - RM1        | REQUIRED                                                                            | PROVIDED                                                                                                                                                      | COMPLIANCE |
| MINIMUM LOT AREA           | 500 Sqm MIN.                                                                        | 37,288.63 Sqm                                                                                                                                                 | YES        |
| MINIMUM LOT FRONTAGE       | 20.0 m                                                                              | 160.05 m                                                                                                                                                      | YES        |
| MINIMUM FRONT YARD         | 6.0 m                                                                               | 6.05 m                                                                                                                                                        | YES        |
| MINIMUM REAR YARD          | 10.0 m                                                                              | 7.548 m                                                                                                                                                       | NO         |
| MINIMUM INTERIOR SIDE YARD | 1/2 HGT OF BLDG                                                                     | 7.548m                                                                                                                                                        | YES        |
| MINIMUM EXTERIOR SIDE YARD | 6.0 m                                                                               | 7.55m                                                                                                                                                         | YES        |
| MAXIMUM BUILDING HEIGHT    | 14.0 m                                                                              | Twn Houses = 4.0m<br>Apt Bldg = 15.6m                                                                                                                         | NO         |
| MAXIMUM DENSITY            | 99 UNITS/HECTAR<br>(3.73Ha X 99 = 369.27)                                           | 174 / 3.73Ha = 46.65 UNITS/HECTAR                                                                                                                             | YES        |
| PARKING                    | Apartment:<br>1 1/2 spaces per unit = 111<br>Townhouses:<br>2 spaces per unit = 212 | Apartment:<br>85 parking spaces provided<br>Townhouses:<br>146 parking spaces provided (100 units, driveways & garages incl'd)<br>Total spaces provided = 231 | NO         |



DEVELOPER INFORMATION:  
**NLGC Inc.**  
2962 Carp Road, Ottawa, ON., K0A 1L0

OWNER INFORMATION:

ARCHITECT'S INFORMATION:

| REVISIONS |                                      |           |
|-----------|--------------------------------------|-----------|
| 1         | ISSUED FOR CONCEPTUAL REVIEW         | APR7'21   |
| 2         | SITE LAYOUT ADJUSTED AS PER SURVEY   | MAY25'21  |
| 3         | SITE REVISED PER NOISE STUDY         | SEPT15'21 |
| 4         | LATEST REVS                          | NOV28'22  |
| 5         | CLUBHOUSE REMOVED/ GENERAL REVS      | DEC5'22   |
| 6         | ZONING MATRIX ADDED                  | FEB14'23  |
| 7         | BLDG AREAS RECALCULATED              | MAR21'23  |
| 8         | DRAFT REV PENDING FLOOD FLOW INFO    | JUL12'23  |
| 9         | SITE STATS UPDATE                    | AUG25'23  |
| 10        | NOISE WALL REV'D LENGTH/LNDSCP ADDED | SEPT11'23 |

|    |              |         |
|----|--------------|---------|
| 11 | GENERAL REVS | FEB7'25 |
|    |              |         |
|    |              |         |
|    |              |         |
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|    |              |         |
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|    |              |         |
|    |              |         |

PROJECT:  
**WELLINGS OF ORANGEVILLE  
4TH AVE**

DRAWING:  
**CONCEPTUAL SITE PLAN**

ISSUE DATE:  
**APR2021**  
  
SCALE  
**1:750**  
  
DRAWN BY  
**M.W.**  
  
PROJECT NO.  
**1941**

DRAWING NO.

**A101**



**The Corporation of the Town of Orangeville**  
**Community Improvement Plan - Application Intake Form**

| <b>1. Property Description</b>                                                                                                                                                                                            |                               |                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------|
| Property Address<br>54 - 60 Third Street                                                                                                                                                                                  |                               |                                                                      |
| Postal code<br>L9W 2B1                                                                                                                                                                                                    | Plan number/other description |                                                                      |
| Current Use(s) of Building(s)<br>Vacant                                                                                                                                                                                   |                               |                                                                      |
| Which area designation within the Town of Orangeville's Community Improvement Project Area (CIPA) is the property located? (Please refer to the Town's Community Improvement Plan – <a href="#">found here</a> )          |                               |                                                                      |
| <input type="checkbox"/> CIPA – Priority Zone 1 (Downtown)<br><input type="checkbox"/> CIPA – Priority Zone 2 (Centennial Employment Area)<br><input checked="" type="checkbox"/> Town-wide CIPA (Outside Priority Zones) |                               |                                                                      |
| <b>2. Applicant Information</b>                                                                                                                                                                                           |                               |                                                                      |
| The Applicant is:                                                                                                                                                                                                         |                               |                                                                      |
| <input type="checkbox"/> The owner of the property<br><input type="checkbox"/> A tenant of the property<br><input checked="" type="checkbox"/> An agent applying on behalf of the owner                                   |                               |                                                                      |
| Last Name<br>Whittington                                                                                                                                                                                                  | First Name<br>George          | Corporation/ Company (If applicable)<br>Wellings of Orangeville Inc. |
| Applicant Address<br>555 Legget Drive Tower A, Ottawa, ON K2K 2X3                                                                                                                                                         |                               |                                                                      |
| Telephone Number<br>905 767 6550                                                                                                                                                                                          | Email Address<br>gw@nlgc.com  |                                                                      |
| <b>3. Application Type</b>                                                                                                                                                                                                |                               |                                                                      |
| Please indicate which Financial Incentive Programs you are applying for:                                                                                                                                                  |                               |                                                                      |
| <input type="checkbox"/> Program 1: Comprehensive Façade Improvement Grant Program (Property Owners/ Tenants)                                                                                                             |                               |                                                                      |
| Check additional add-ons that apply to the application:                                                                                                                                                                   |                               |                                                                      |
| <input type="checkbox"/> Signage Improvement Grant<br><input type="checkbox"/> Heritage Top-Up                                                                                                                            |                               |                                                                      |
| <input type="checkbox"/> Program 2: Landscape Improvement Grant Program for Industrial Area (Industrial Area Property Owners/ Tenants)                                                                                    |                               |                                                                      |
| <input type="checkbox"/> Program 3: Major Building Improvement and Conversion Grant Program (Property Owners/Developers)                                                                                                  |                               |                                                                      |
| <input checked="" type="checkbox"/> Program 4: Tax Increment Equivalent Grant (TIEG) Program (Developers)                                                                                                                 |                               |                                                                      |
| <input type="checkbox"/> Program 5: Planning Fees & Building Permit Grant Program (Developers)                                                                                                                            |                               |                                                                      |
| <input type="checkbox"/> Program 6: Accessibility Improvement Grant Program ((Property Owners/ Tenants)                                                                                                                   |                               |                                                                      |
| <input type="checkbox"/> Program 7: Industrial and Commercial Development Charge (DC) Deferral Interest Grant Program (Developers)                                                                                        |                               |                                                                      |
| <input checked="" type="checkbox"/> Program 8: Environmental Site Assessment (ESA) Grant Program (Developers)                                                                                                             |                               |                                                                      |

**4. Project Description**

General Description of Proposed Work:

76 unit rental apartment + 100 townhouse units

Total Estimated Cost of Project:

60,000,000

Please attach photos, sketches, etc. showing existing site and proposed changes if possible. Describe below what attachments have been included with this form:

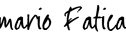
Proposed site plan + photos of existing site

**Applicant to Sign Below:**

|                   |                         |                                                                                                                                                           |
|-------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date (mm/dd/yyyy) | Print Name of Applicant | Applicant Signature                                                                                                                                       |
| 01/07/2025        | George Whittington      | <small>DocuSigned by:</small><br><br><small>728A4A537AA445B...</small> |

**Owner Authorization:** (signed by owner ONLY if applicant is a tenant or representative and not owner of the property)

As of the date of this application, I am the registered Owner of the lands described above. I authorize the submission of this application for Financial Incentives under the Town of Orangeville's Community Improvement Plan (CIP).

|                   |                     |                                                                                                                                                             |
|-------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date (mm/dd/yyyy) | Print Name of Owner | Owner Signature                                                                                                                                             |
| 1/15/2025         | Mario Fatica        | <small>DocuSigned by:</small><br><br><small>0FDF90EE830F4D8...</small> |

**Next Steps:**

1. Town staff will schedule a Pre-Consultation meeting with the applicant within 2 weeks of receipt of the completed Application Intake Form and attached photos or drawings.
2. The information in the form will be screened to determine project eligibility for funding under one of the Financial Incentive Programs in the Town's CIP.
3. Staff and Applicant will discuss the project during the Pre-Consultation meeting and determine what materials the applicant will need to include in their full application submission, which will include but not be limited to:
  - At least 2 Professional Quotes from contractors to complete the proposed work
  - Detailed drawings, sketches, plans (if applicable) of the proposed work, color palettes, materials, etc.
4. The full submission will then be reviewed by Staff and a Committee to decide on approval of the application.



February 3, 2022

Nautical Lands Group  
2962 Carp Road  
Ottawa, ON K0A 1L0

E-mail: [angela@nlgc.com](mailto:angela@nlgc.com)

Attention: Angela Mariani

**Re: Proposal for Phase Two Environmental Site Assessment**  
54, 56 and 60 Third Avenue, Orangeville, Ontario  
Pinchin File: 305457

Pinchin Ltd. (Pinchin) is pleased to submit the following proposal to Nautical Lands Group (the Client) to complete a Phase Two Environmental Site Assessment (ESA) and file a Record of Site Condition (RSC) in connection with the above-noted property (the Site).

## **BACKGROUND AND OBJECTIVE**

Pinchin understands that the Site currently consists of vacant land that was formerly used for commercial/industrial purposes and that the Client plans to develop the Site with a four-storey multi-tenant residential building and an associated clubhouse building. Given that this change in property use is to a more sensitive property use (i.e., commercial/industrial to residential), the filing of an RSC with the Ministry of the Environment, Conservation and Parks (MECP) is mandatory under Ontario Regulation 153/04 (O. Reg. 153/04).

A Phase One ESA was completed by Pinchin in January 2021 in which identified potentially contaminating activities (PCAs) at the Site. Based on the Phase One ESA, Pinchin understands that several historical operations contributing to PCAs were located on the Site including a historical auto and maintenance garage; a miscellaneous manufacturing and metal fabrication facility with associated chemical storage areas, three tanks, a trailer manufacturing operation with a spray paint building, a historical transformer, boat manufacturing facility, and an advertising sign manufacturing operation. As on-Site PCAs were identified, the completion of a Phase Two ESA is a mandatory requirement in order to support the filing of an RSC for the Site.

A Phase Two ESA completed in accordance with O. Reg. 153/04 is required to investigate possible impacts on soil and/or groundwater quality at the Site from the identified PCAs before an RSC can be filed.

## **SCOPE OF WORK**

The work completed for the Phase Two ESA will be performed in general accordance with standard environmental consulting practices and the following documents:



- MECP document entitled "*Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario*", revised December 1996;
- Professional Geoscientists of Ontario document entitled "*Guidance for Environmental Site Assessments under Ontario Regulation 153/04 (as amended)*", dated April 2011; and
- O. Reg. 153/04.

It is Pinchin's understanding that the work is not being completed to meet the requirements of Ontario Regulation 406/19. Further consultation and work will be required should the Client need to meet the requirements of Ontario Regulation 406/19.

The scope of work for the Phase Two ESA will consist of the following activities:

- Prepare a sampling and analysis plan in accordance with the requirements set out in O. Reg. 153/04;
- Retain the services of an independent contractor and public utility services to identify the locations of buried and overhead utility services prior to any excavation/drilling activities. Certain underground utilities (especially if constructed of plastic, fibreglass, clay or concrete pipe, untraceable cast iron, steel and repaired lines) cannot be located by standard locating practices. Pinchin and its utility locators will require all Site plans to be provided by the Client, Site owner or Site Representative(s) to identify the locations of untraceable buried utilities. Pinchin will not be responsible for any damages to utilities that are not on plans provided or cannot be identified by standard locating practices. Pinchin may recommend the use of day-lighting techniques prior to any drilling/excavating. If day-lighting is recommended, Pinchin will notify the Client of the cost which will be additional to this proposal;
- Drill twenty-nine boreholes at the Site to assess soil and groundwater quality within the known APECs and to provide information on Site-specific geological and hydrogeological characteristics. Seventeen boreholes will be advanced to a maximum depth of 3 metres below ground surface (mbgs) and twelve will be advanced to a maximum depth of 6 mbgs. Monitoring wells will be installed within ten of the twelve boreholes advanced to a maximum depth of 6 mbgs or until the groundwater table is intercepted;
- Field screen soil samples for visual and olfactory evidence of impacts and for the presence of petroleum/volatile organic compound (VOC)-derived vapours using a combustible gas indicator (CGI) calibrated to hexane and a photo-ionization detector (PID) calibrated to isobutylene or equivalent. A combination of visual and olfactory



observations, sample depth and CGI/PID organic vapour readings will be utilized to identify the most apparent “worst-case” soil samples for laboratory analysis;

- Submit one most-apparent “worst case” soil sample, based on the field screening methodologies, from each of the boreholes for chemical analyses of VOCs, benzene, toluene, ethylbenzene and xylenes (collectively referred to as BTEX), petroleum hydrocarbons (PHCs) in the F1 to F4 fraction ranges (F1-F4), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), metals and other regulated parameters (ORPs) such as hexavalent chromium, mercury, and cyanide;
- Monitor the groundwater levels and for the presence of non-aqueous phase liquid within the newly-installed groundwater monitoring wells using an interface probe;
- Survey the location and elevation of each monitoring well relative to a geodetic datum;
- After development and purging of the groundwater monitoring wells, collect representative groundwater samples from the newly-installed groundwater monitoring wells for laboratory analyses of VOCs, BTEX, PHCs (F1-F4), PAHs, metals and ORPs, using Pinchin’s standard operating procedures for groundwater sampling using low flow methods;
- Submit soil and groundwater samples to Bureau Veritas Laboratories Inc., a laboratory accredited by the Standards Council of Canada and the Canadian Association for Laboratory Accreditation. The soil and groundwater samples will be submitted on regular (5 to 7 business day) turnaround time;
- Undertake a Quality Assurance and Quality Control (QA/QC) program that will include the collection/analysis of duplicate soil samples and groundwater samples and trip blanks at the frequency specified in O. Reg. 153/04;
- Submit up to four representative soil samples for grain size analysis and two soil samples for laboratory analysis of pH in order to confirm the appropriate standards identified in the MECP document entitled “*Soil, Ground Water and Sediment Standards For Use Under Part XV.1 of the Environmental Protection Act*”, dated April 15, 2011 (*MECP Standards*). Under O. Reg. 153/04, a property is deemed to be a “sensitive site” if the pH is less than 5 or greater than 9 (surface soil), or less than 5 or greater than 11 (subsurface soil). If a property is determined to be a sensitive site based on these criteria, more stringent *MECP Standards* will apply. Grain size analysis is required to determine whether the predominant subsurface soil is either “coarse-grained” or “medium/fine-grained”;
- Submit one representative composite soil sample collected from the soil cuttings generated by the borehole drilling program for analysis of leachate concentrations of



inorganics, VOCs, benzo(a)pyrene and polychlorinated biphenyls in accordance with the Toxicity Characteristic Leaching Procedure as per Ontario Regulation 347/90 (as amended) to characterize the soil cuttings for off-Site disposal purposes;

- Compare the soil and groundwater laboratory analytical results with the applicable *MECP Standards*; and
- Prepare a factual report, in accordance with the reporting requirements set out in O. Reg. 153/04, including figures, tables and a Conceptual Site Model.

Investigation derived wastes (IDWs), consisting of drill cuttings, equipment cleaning water and purged groundwater, will be containerized on-Site for eventual disposal to a licensed disposal facility. Pinchin has assumed that twenty-two 45-gallon drums of IDWs will be generated during completion of the field program. The costs for IDW disposal have been included in the project cost provided below and assume that the IDWs will be classified as non-hazardous materials.

The decommissioning of the groundwater monitoring wells, in accordance with Ontario Regulation 903/90 (as amended), has been included within this scope of work and cost estimate.

## **PROJECT SCHEDULE – PHASE TWO ESA**

The anticipated schedule to complete the field work and laboratory analysis for the Phase Two ESA is as follows:

| <b>Task</b>                                                                                  | <b>Duration</b>                                         |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Obtain Ontario One-Call public and private utility locates and retain MECP-licensed driller. | Ten to fifteen business days.                           |
| Borehole drilling and groundwater monitoring well installation activities.                   | One to two business days.                               |
| Groundwater monitoring, and well development and sampling activities.                        | Two to three business days.                             |
| Elevation surveying.                                                                         | One business day.                                       |
| Laboratory analyses of soil and groundwater samples.                                         | Five to seven business days from submission by Pinchin. |

An email summary will be provided to the Client upon completion of the fieldwork and again upon receipt of the laboratory results, followed by a draft factual report to be issued to the Client in electronic (pdf) format for review and comment within 15 business days of receipt of the analytical results. Upon authorization from the Client, an electronic (pdf) copy of the final report will be issued.

It should be noted that the project estimated cost is based on a regular (5-7 business day) turnaround time on laboratory analysis. Analysis may be undertaken on an expedited turnaround time (1, 2 or 3 business day rush turnaround time) for a surcharge of up to 100% on the laboratory analytical costs.



## RSC FILING

Once no further work is required and the Phase Two ESA report is finalized, Pinchin will compile the necessary documentation and file the RSC using the MECP's on-line filing system. Note that Pinchin will require the following from the Client in order to file the RSC:

- Legal survey of the Site (i.e., RSC property);
- Lawyer's letter confirming the legal description of the RSC property;
- Land transfer documents;
- Owner's certification statement; and
- Owner's Certificate of Status.

Costs for the provision of these documents have not been included in the lump sum costs below.

Pinchin anticipates that up to five business days will be required to compile the required information, complete the on-line form and file the RSC. Once the RSC is filed, the MECP will either acknowledge the RSC or will request that additional information be provided before the RSC is accepted. In Pinchin's recent experience, the initial review by the MECP typically requires six weeks and there is usually at least one round of comments from the MECP that need to be addressed before the RSC is accepted. As such, Pinchin anticipates that a minimum of two months from the initial filing may be required for acceptance and acknowledgement of the RSC by the MECP.

## LUMP SUM COSTS ESTIMATE

The lump sum costs to implement the recommended work program detailed above are as follows:

- |                                |                    |
|--------------------------------|--------------------|
| • Phase Two ESA:               | \$63,800.00        |
| • RSC Filing:                  | \$2,500.00         |
| • <b>Total (Excluding HST)</b> | <b>\$66,300.00</b> |

It should be noted that the above costs are based on Pinchin's current knowledge of Site conditions. Should conditions vary during the course of the investigation, such as additional work time from unforeseen ground conditions or Site constraints, Pinchin reserves the right to modify the work plan; however, no budgetary changes will be made without the notification of the Client. Pinchin will utilize our Standard Rates and Disbursement Schedule for any such additional costs.

The lump sum costs are for the proposed scope of work as outlined herein, and do not include Client meetings, preparation of proposals/cost estimates for follow-up work or additional work beyond the initial Phase Two ESA and RSC filing scope of work. It is proposed that any such work, if requested by the



Client, be billed on a time plus materials basis, at Pinchin's standard hourly rates. The lump sum costs include the provision of a letter of reliance to a third-party lender.

The proposed Phase Two ESA and RSC filing work is offered subject to the Terms and Conditions given in the attached Authorization to Proceed, Limitation of Liability and Terms of Engagement contract form.

At the time this proposal was prepared, the ongoing pandemic and various government directives could impact the ability of Pinchin to conduct the project and the ability of the Client to provide access to the project site at any time with no notice. Should a work stoppage be necessary, this will be considered a force majeure event, and no liability will accrue to either party as a result of the work stoppage. Pinchin will provide Client with an invoice for all work performed to date, including any necessary reasonable de-mobilization costs, and Client agrees to pay such invoice according to the payment terms of the contract or sooner as mutually agreed.

**Please note that in accordance with Pinchin's corporate policy, we will require a retainer for the above-noted scope of work in the amount of \$15,000.00 in order for the project to commence.**

Please note that in accordance with Pinchin's corporate policy, we will invoice the project following the milestones outlined below:

| Invoice | Description                                                                         | Cost (\$CDN, includes HST) |
|---------|-------------------------------------------------------------------------------------|----------------------------|
| 1       | Upon completion of the Phase Two ESA Field Work and Sample Submission to Laboratory | \$40,000.00                |
| 2       | Upon issuance of the Draft Phase Two ESA Report                                     | \$15,000.00                |
| 3       | Upon RSC filing                                                                     | \$4,919.00                 |

The Client will notify Pinchin within 10 business days of receipt of invoice of any dispute with the invoice, and the Client and Pinchin agree to promptly resolve any disputed items. Payment on undisputed invoices or undisputed portions of disputed invoices, is due within 30 days of receipt of invoice.

Payments to Pinchin can be made by Electronic Fund Transfer (EFT) via a commercial bank account, by Wire, or by cheque made payable to **Pinchin Ltd.** If paying by EFT or Wire, please email [accountsreceivable@pinchin.com](mailto:accountsreceivable@pinchin.com) the remittance advice or deposit confirmation that references the Company name, Pinchin project number, and Pinchin invoice number (if applicable) so payments can be allocated appropriately. Please note, Pinchin does not accept Interac e-transfers (e-mail money transfers) from personal bank accounts.



## CLOSING REMARKS

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 Phase Two ESA and RSC filing activities, please arrange for payment of the retainer and sign and date the attached Authorization to Proceed, Limitation of Liability and Terms of Engagement and e-mail an electronic (pdf) copy of the executed Authorization to Proceed, Limitation of Liability and Terms of Engagement form to Vanessa Oetinger at [voetinger@pinchin.com](mailto:voetinger@pinchin.com). 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 Ltd.

Prepared by:

Vanessa Oetinger, EIT  
Project Manager  
249-288-2959  
[voetinger@pinchin.com](mailto:voetinger@pinchin.com)

Reviewed by:

Francesco Gagliardi, C.E.T., LET, QP<sub>ESA</sub>  
Operations Manager  
289-678-0691  
[fgagliardi@pinchin.com](mailto:fgagliardi@pinchin.com)

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

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Template: RSC Phase One and Two ESA & RSC Filing Proposal Template, EDR, March 23, 2020

**APPENDIX I**  
**Authorization to Proceed, Limitation of Liability & Terms of Engagement**



# Authorization to Proceed, Limitation of Liability & Terms of Engagement

|                                                                    |                                                                                                     |                                                                 |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Date:<br>February 3, 2022                                          | Pinchin Project Name:<br>Phase Two ESA                                                              |                                                                 |
| Client:<br>Nautical Lands Group                                    | Pinchin Project Number:<br>305457                                                                   | Project Value:<br><b>\$74,919.00</b><br>(plus applicable taxes) |
| Site Address:<br>54, 56 and 60 Fourth Avenue, Orangeville, Ontario | Pinchin Project Manager:<br>Vanessa Oetinger                                                        |                                                                 |
|                                                                    | Pinchin Project Manager e-mail:<br><a href="mailto:voetinger@pinchin.com">voetinger@pinchin.com</a> |                                                                 |

This confirms Nautical Lands Group (Client) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal for a value of \$74,919.00 (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.

**Authorization to  
Proceed**

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 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.



**Authorization to  
Proceed**

Nautical Lands Group  
Phase Two Environmental Site Assessment  
54, 56 and 60 Fourth Avenue, Orangeville, Ontario

February 3, 2022  
Pinchin File: 305457

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.

|                                                             |  |                                             |                                                                 |
|-------------------------------------------------------------|--|---------------------------------------------|-----------------------------------------------------------------|
| Signature of Authorized CLIENT Representative (Acceptance): |  | Billing Company Name and Mailing Address:   |                                                                 |
| Name (Print):                                               |  | Billing Contact Name:                       |                                                                 |
| Company:                                                    |  | Billing Contact Phone:                      |                                                                 |
| Date:                                                       |  | Billing Contact Email:                      |                                                                 |
| Purchase Order No.:                                         |  | Email Invoice to (if different than above): |                                                                 |
| Pinchin Project Manager:<br>Vanessa Oetinger                |  | Pinchin Project No:<br>305457               | Project Value:<br><b>\$74,919.00</b><br>(plus applicable taxes) |

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

P:\ATP EDR Only.docx

Template: Master Authorization to Proceed, EDR ONLY, HO, December 6, 2021

**Payment Instructions**

Payments can be made by Electronic Fund Transfer (EFT). If you plan to make payments by EFT, please contact [accountsreceivable@pinchin.com](mailto:accountsreceivable@pinchin.com). **We require the Client reference their company name, any specific instructions, and the Pinchin Invoice Number or the Pinchin Project Number on all documents, communications and payments related to this project. We do not accept e-mail money transfers from personal accounts.**

Any deposit confirmations and/or remittance advices must be sent to accounts receivable at [accountsreceivable@pinchin.com](mailto:accountsreceivable@pinchin.com).

**Instructions for Canadian (CAD) Electronic Fund Transfer or Wire Payments to Canadian Imperial Bank of Commerce from Remitters in Canada**

**Remit To:**

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  
Account Name: Pinchin Ltd.  
2360 Meadowpine Blvd, Unit 2, Mississauga, ON L5N 6S2