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TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS

**Reynold's Road Waste Disposal Site
2016 Annual Monitoring Report**



Executive Summary for Reynold's Road WDS (Project #1039)

This report presents the results of the monitoring activities conducted in 2016 at the Reynold's Road Waste Disposal Site. The Site is a closed landfill and is owned by the Corporation of the Township of Leeds and the Thousand Islands (TLTI). It is located on Lot 18, Concession 2, in the TLTI (former Township of Front of Lansdowne), United Counties of Leeds and Grenville, Ontario. This report was prepared on behalf of the TLTI, using data collected by the Township.

The Site is operated under Certificate of Approval No. A442001 which consists of a 2 acre waste disposal site (WDS) with less than 1 acre of fill area. The Site was closed in November of 1971 following less than two years of operation.

Two groundwater wells were installed at the Site in 2016. Comparison to typical leachate characteristics suggests very weak to no leachate plume at the Site. However, the possible detection of leachate in groundwater wells cannot confirm the presence of leachate migration since the background water quality at the Site is unknown.

According to the amended Certificate of Approval (CoA) A442001 draft, water samples are to be compared to the Provincial Water Quality Objectives (PWQO). Malroz Engineering Inc. (*Malroz*) continues to disagree with such a comparison as groundwater chemistry cannot be equated to surface water chemistry due to fundamental differences.

The CofA also requires compliance to Ministry Guideline B-9 titled "Resolution of Groundwater Interference Problems". The waste pile exceedance of the southern border does not conform to Ministry by-laws. An action plan will be submitted later this year, outlining steps to mitigate the problem.

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1.0 Introduction

This report presents the results of the 2016 monitoring activities conducted at the Reynold's Road Waste Disposal Site (the Site) in the Township of Leeds and the Thousand Islands (TLTI), Ontario. The Ministry of the Environment's Technical Guidance Document and the Groundwater Assessment document (June 2016) have been utilized during the production of this report. This report was prepared on behalf of the TLTI, using data collected by former TLTI staff in 2016.

1.1 Ownership and Key Personnel

The Site is owned and maintained by the Corporation of the TLTI. Key Contacts for the Site are as follows:

Municipal Contact

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Environmental Professional Contact (Groundwater and Surface Water)

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1.2 Assumptions and Limitations

This report was prepared by *Malroz* for the exclusive use of the TLTI. *Malroz* has relied upon Township staff for the collection of data and reporting of all field activities. *Malroz* accepts no responsibility for the integrity of collected or missing data. Any third party use or reliance of this report are the responsibility of the third parties. *Malroz* accepts no responsibility for damages suffered by any third party as a result of decisions made or actions taken based on the contents of this report.

Assessment of the Site is based on the pre-established monitoring network and suite of analytical parameters. Conformance with the relevant monitoring standards is based on an interpretation of provided conditions at specific locations and specific depths.

2.0 Background

The geology, hydrogeology, physiography, and hydrology of the Site are described in this section. The descriptions provided are a summary of the investigations completed for the Site by other various consultants and TLTI staff.

2.1 Description of the Waste Disposal Site

From the 2016 Groundwater Assessment report:

“The Site is associated with ECA [CofA] No. A442001 and consists of a 2 acre site with less than 1 acre of fill area. According to MOECC files, the Site was operated during the [sic] 1970 and 1971, and closed in November 1971. No information of the Site is available from 1973 until 2014.”

The Reynolds Road Dump (Site) is primarily located on Lot 18, Concession 2, in the Township of Leeds and the Thousand Islands (former Township of Front of Lansdowne), United Counties of Leeds and Grenville, Ontario. The site is located approximately 1.3 km north of Highway 401 along the west side County Road 3, otherwise known as Reynold's Road (Figure 1, Appendix B). Geodetic coordinates for the centre of the Site as follows (2015 Site survey):

Zone:	NAD 83, 18T
Easting:	419161 m (+/- 0.5 m)
Northing:	4915429 m (+/- 0.5 m)

On November 17th, 2016, the property parcel north of the Site was purchased by the township. The property is adjacent to and North of the previous boundary of the WDS. The acquisition is also part of Lot 18, Concession 2, Geographic Township of Lansdowne. The old and new property parcel and estimated extent of the waste fill area are shown in Figure 2 (Appendix B). In June of 2016, Collett Surveying Ltd. surveyed the WDS, including the acquired northern property (Appendix D).

2.2 Geological Setting

The geological setting at the Site was described in the 2016 Groundwater Assessment Report prepared by TLTI's former Environmental Geoscientist, Andrew Day, as follows:

“The Site is underlain by granite and gneiss of Precambrian age. Exposed Precambrian bedrock at the Site exhibits well rounded bedrock ridges consistent with heavy glaciation and glacio-fluvial processes (typical bedrock ridges and valleys for the Frontenac Arch). The Site is situated within a bedrock valley between two NE-SW running ridges. There is exposed bedrock between the fill area and County Road 3, and opposite the stream that runs beside the fill area. The valley between the ridges is flat with no bedrock exposed at surface.

“Overburden underlying portions of the Site is primarily comprised of silts and clays expressing rhythmic deposition (varve like structure seen during drilling). The material has been interpreted as a glacial-lacustrine deposit. Overburden in the ponded area north of the Site is primarily composed of recently deposited organic material.

“Overburden thickness ranges from non-existent along the exposed ridges east, west and south of the fill area, to over 10 metres thick beneath the waste fill area. It is inferred that the silty clay material underlying the Site also underlies the organic deposits adjacent to the north of the Site. Within the thicker sediments in the vicinity of the advanced boreholes, a bedrock interface was not encountered during borehole drilling.”

2.3 Hydrogeology Setting

The hydrogeological setting at the Site was described in the 2016 Groundwater Assessment Report prepared by TLTI's former Environmental Geoscientist, Andrew Day, as follows:

“There are two distinctive hydrogeological zones at the Site; the overburden zone and the bedrock zone. There is inadequate information available to infer the relationship between these two zones.

“Drinking water in the vicinity of the Site is sourced from the bedrock aquifer. Domestic water wells are located along County Road 3 both south and north of the Site. There has been no interference reported at any of these domestic wells. Approximate distances from the edge of the waste fill area to the existing residential wells within 500 metres of the Site are shown on the table below.

Table A: Drinking Water Wells within 500 metres

Reynolds Road Address	Distance to Waste Fill (m)
628	336 south
755	337 north
619	345 south
612	430 south
613	432 south

“The overburden zone is not used as a source of potable water in the vicinity of the Site. There are no reported wells installed into the overburden zone as a source of agricultural water in the vicinity of the Site.

“There is reportedly a bedrock spring approximately 100 m south of the waste fill area. According to local residents, the spring flows year round and has been used as a source of domestic water in the past. The spring was not investigated as part of this study since it is on private property and permission was not granted to sample.”

Groundwater Flow Interpretation

Since no wells accessing the bedrock are present on the Site, the bedrock groundwater flow cannot be interpreted.

We can infer, based on the groundwater elevations, that overburden water flows generally northeast from MW2 to MW1 (see Table 2, Appendix A). Despite the limited number of wells, other lines of evidence have been used to infer flow direction in the overburden. For instance, bedrock outcrops on the WDS along Reynold's Road suggest that the overburden is inhibited from eastward migration by the bedrock. This is consistent with a cross-section sketch by former TLTI's geoscientist Andrew Day (see Figure 2a and 2b, Appendix B). Moreover, surface water elevations at the culvert to the West of the waste fill area are lower than those in the overburden wells. Therefore, overburden groundwater is likely discharging to the surface.

Surface Water Flow Interpretation

The surface water at the Site flows southwest. Its movement is aided past the waste pile by a culvert, which is meant to control erosion and sedimentation and was installed in 2016 (Figure 2, Appendix B).

The surface water drains from the Site via an unnamed creek to join into Knight's Creek. This unnamed creek originates north of the Site and passes under Country Road 3 into a small pond caused by a physiographic depression directly north of the waste pile (Figure 2, Appendix B).

2.4 Surface Water Features

Surface Water features at the Site were described in the 2016 Groundwater Assessment Report prepared by TLTI's former Environmental Geoscientist, Andrew Day, as follows:

“The unnamed creek originates east of Country Road 3, flows under County Road 3 into a small depression north of the waste fill area. The creek then drains southward past the edge of waste fill area [Figure 2, Appendix B]. Prior to November of 2015, the waste and fill present in the creek was causing the creek to pond north of the Site. Additionally, the creek was eroding the adjacent slope of the waste fill area causing deposited waste material from the mound to fall into the creek.

“In November 2015, the creek was cleaned of all waste material. During cleaning it became evident that the creek was flowing atop an eastward dipping (towards the waste fill area) horizontal bedrock bench that extended, at least partially, under the waste fill area. This bedrock made it unfeasible to reroute the creek to prevent further erosion of the waste fill area. As a result, a culvert was placed into the creek along the toe of the waste fill area. The intention of the culvert is to prevent further erosion of the waste mound, to limit leachate discharge to surface waters and to limit surface water interaction with waste material. The Cataraqui Regional Conservation Authority granted a permit for the installation of the culvert. The permit and application have been included as [Appendix F]”

2.5 Environmental Compliance Requirements

According the amended Certificate of Approval (CofA) draft No. A442001, water samples are to be compared to the Provincial Water Quality Objectives (PWQO). Malroz continues to disagree with such a comparison as groundwater chemistry cannot be equated to surface water chemistry due to fundamental differences. Consistent with previous practices by the Township, the groundwater will thus also be evaluated using the Ontario Drinking Water Standards (ODWS) to determine if additional site control mechanisms are needed to mitigate impacted groundwater.

The CofA also requires the Site to comply to Ministry Guideline B-9 on the Resolution of Groundwater Interference Problems. This guideline states that the ministry has jurisdiction over the investigation, clean-up and restoration of the contaminated environment and provides instructions regarding the delegation of associated responsibilities such as cost and remediation work. According to TLTI former geoscientist Andrew Day, no data regarding any such activities at the Site exist from 1973 until 2014 (2016 Groundwater Assessment report). The B-9 guideline requires that an action plan be submitted to the ministry prior to any corrective action.

2.6 MOECC Review

On June 9th, 2015, the MOECC issued a memorandum in response to the surface water sampling program conducted earlier in 2015 which identified the presence of leachate in

the surface water. The MOECC states that the concentration of many of these leachate indicators are still within the range of natural waters and so are not likely to cause impairment to the surface water on Site. The MOECC reported that the establishment of a surface water monitoring program was thus not required (see Appendix E).

In July, 2016, the MOECC issued a memorandum in response to the Groundwater Assessment Report submitted in June of 2016. The letter states that formal closure activities, including re-grading, surveying, final cover application and drainage improvements) have been performed at the Site in 2015. The memo also underlines Table 2 Site Condition Standards (SCS) exceedances for PAHs, PHC fractions and vanadium in the groundwater sampling. The MOECC forwards recommendations made by Andrew Day (formerly TLTI) to conduct two additional sampling events in 2016 and to instill a 200 m setback to prevent anyone making use of the groundwater. The MOECC also states that the fill area has breached the property boundary. This property is to be acquired and registered to title.

2.7 CRCA Correspondence

The CRCA issued a permit (#F-3/16-TRIB) to the TLTI on January 25th, 2016 (Appendix F) which allowed the construction of a culvert and modifications to the watercourse. This permit was valid for 12 months and expired on January 25th, 2017. The CRCA permit was conditional on the following requirements:

- a minimum of 3:1 side slopes maintained for the re-graded area to ensure long-term slope stability
- installation of a temporary silt fence along the north side of the fill area
- installation of a rip-rap at the upstream and downstream ends of the culvert to protect it against erosion

3.0 Description of Monitoring Program

Results of the environmental monitoring program are reported to the MOECC on an annual basis by March 31 of the year following the reporting period. However, due to Township staff issues, the MOECC granted an extension to the deadline for the 2016 report to June 30, 2017.

As per the CofA, groundwater monitoring will be conducted on two additional occasions in 2016 (in addition to the sampling event used in the Groundwater Assessment Report). These sampling events were conducted in the summer and fall of 2016 and are detailed in this report. The current monitoring plan utilizes Provincial water Quality Objectives (PWQO) to assess groundwater quality. *Malroz* continues to disagree with such a comparison as groundwater chemistry cannot be equated to surface water chemistry due to fundamental differences. According to the 2015

Site Inspection, no leachate control system nor methane gas control system are required at the Site.

We understand that remedial actions following the 2015 Inspection Report have been completed. These include the removal of all waste material and metal debris from the stream, the application of low permeability material to areas of the waste mound and re-seeding of the waste mound (from the 2016 Groundwater Assessment Report).

3.1 Well Inspection

No well inspection data or documents were found for the 2016 monitoring period. Well inspections are scheduled for spring of 2017 and will be included in the 2017 monitoring report.

3.2 Monitoring Frequency

As per the CofA, groundwater monitoring will be conducted on two additional occasions in 2016 (in addition to the sampling event used in the Groundwater Assessment Report). These sampling events were conducted on June 26th and November 16th of 2016.

3.3 Field and Laboratory Parameters and Analysis

The laboratory analysis for 2016 was completed by Paracel Laboratories Ltd of Ottawa, Ontario. A list of parameters is presented in Table 1 (Appendix A). Details of the sampling methodology have not been confirmed for 2016. No field duplicates were taken at Reynold's Road in 2016.

3.3.1 Data Quality Evaluation

Paracel is a Canadian Association for Laboratory Accreditation (CALA) certified laboratory that uses *MOECC* recognized methods to conduct laboratory analyses. *Paracel* reports that they are accredited to conduct the analyses completed for this investigation.

3.4 Surface Water Monitoring Program

No surface water sampling is required at this Site (see Appendix E).

3.5 Groundwater Monitoring Program

Sampling for the groundwater monitoring program was completed under the supervision of Andrew Day (TLTI). Groundwater sampling was completed at the subject site in May, June and November 2016. Details regarding the sampling methodology employed in 2016 were not available at the time of reporting.

There are two wells monitoring the overburden on Site: MW1 and MW2. MW1 is located in the waste fill area on the northern (newly acquired) property (Figure 4, Appendix B).

The well uptakes from a screened interval located in a clay bed with traces of fine sand between 5.2 m and 6.7 m deep (refer to Appendix G). Well MW2 is located in the southwest region of the waste fill area (Figure 4, Appendix B). MW2 uptakes from a screened interval located in a clay bed with traces of fine sand at a depth of about 9.1 m to 10.6 m (refer to Appendix G). Both wells are intended to detect leachate at the Site.

The following well details are from the 2016 Groundwater Assessment Report:

Table B: Groundwater Monitoring Locations GPS coordinates

Monitoring Well	Easting (m)	Northing (m)	Top of Casing Elevation (mASL)	Well Depth (mbgs)
MW1	0419160	4915430	99.97	6.71
MW2	0419143	4915404	102.28	10.67

Easting and Northing given in metres using UTM NAD 83, Zone 18, +/- 1.0 metres

Elevations geodetic and provided in metres above sea level, +/- 0.005 metres

4.0 Discussion of Results

This section discusses the results of the monitoring events that were conducted in 2016. Results for the groundwater water chemistry are presented in Tables 3, 4 and 5 (Appendix A). Results have been compared to relevant standards and any observed exceedances are highlighted to allow for visual interpretation.

4.1 Groundwater Interpretation

The overburden water chemistry at the Site is characterized by two wells: MW1 and MW2 (Figure 4, Appendix B). Since no wells are located outside of the waste pile area, the background water quality cannot be determined. Thus, the chemistry will be compared to typical leachate characteristics outlined in Table 1 of the MOEE Landfill Guidance Manual.

Both wells are suitably located to detect leachate as they are positioned directly in the waste fill area. Typical leachate indicators DOC, chloride, boron and conductivity will be used to infer leachate trends at the Site. Among other parameters, DOC, chloride and conductivity are slightly elevated in well MW1 relative to MW2 (Table 3, Appendix A).

Concentrations of the above-mentioned leachate indicators, with the exception of boron, appear to be decreasing in MW1 and MW2 over the three sampling events. This decrease could be related to seasonal variability or to initial development of the wells through purging completed during the sampling.

A comparison of the chemistry results from MW1 and MW2 indicate the following exceedances of ODWS:

- Hardness – MW1 and MW2 (May, June, November)
- TDS – MW1 (May)
- Manganese – MW1 (May, June), MW2 (May)
- DOC – MW1 (May)

The exceedances of DOC, Manganese and TDS are based on aesthetic objectives and not health related parameters. Similarly, hardness exceeds an objective guideline and is not health related. Elevated hardness is common of the region.

When compared to typical leachate characteristics, the groundwater wells show mainly isolated evidence of leachate. However, without background characterization, it is difficult to determine whether exceedances are leachate-related.

The VOC results for the Site are all below detection limit.

As per Schedule A of the CofA, the groundwater monitoring program includes the analysis of PAHs and PHCs (Table 5, Appendix A). The results of the last two sampling events in 2016 (June and November) show that Benzo(a)pyrene exceeds the MOEE criteria.

Malroz disagrees with the application of Table 2 standards to the PAH chemistry. However, it has been included in the results table in the interest of consistency. Given both subsequent sampling events generally conformed to Table 2 O-Reg 153-04, it is possible that the results from the spring sampling on which the Groundwater Assessment Report based its recommendations, were anomalous.

Malroz suggests that future PAH analysis be compared to Table 8 of O.Reg. 153/04 given that the Site is within 30 m of a water body in a potable groundwater condition, that the overburden is more than 2 m deep and that there are no Areas of Natural or Scientific Interest (ANSI) within 250 m of the WDS. The 2016 PAH results have been compared to this table and show exceedances of Benzo(a)pyrene and Dibenzo[a,h]anthracene.

4.2 Reasonable Use Policy

Due to the inability to characterize the background overburden water quality, it is not possible to determine the Reasonable Use Limits (RULs) for the Site.

4.3 Assessment of the Need for Contingency Measures

It has been noted that the waste fill area also exceeds the property boundary to the south of the WDS. A survey in 2016 confirmed that waste has breached the southern property boundary (see Appendix H). Adjacent to the southern border is an un-opened road allowance, owned by the municipality. South of this is privately owned land. If the waste fill area is as depicted in the survey, a discussion regarding the purchase of this property may be required so as to conform to CAZ requirements. However, we suggest that an investigation be carried out to determine the nature of the waste off-site. If possible, the property breach might be solved by pulling back the waste and applying final cover.

The CofA draft requires a report describing Fill Beyond Approved Limits (FBAL) for the Reynold's Road WDS. An action plan outlining proposed steps to conform to the final design, including land surveys, proof of ownership of the Site and, among other documents, a letter signed by a member of the Law Society of Upper Canada verifying the legal description provided in the Certificate of Requirement, is required. This report will be submitted under different cover later in 2017.

The Site's registration to title is on-going.

In the 2016 Groundwater Assessment report, Andrew Day (former geoscientist for TLTI) recommended the installation of a setback for properties at 200 m from the edge of the WDS. There are several properties affected by the potential setback (Figure 5, Appendix B). Though this is not a MOECC requirement to have the groundwater users within 200 m of the waste pile prove their water is not contaminated, the data would be valuable as there are no bedrock wells in place on Site (the surrounding residences are extracting from the bedrock aquifer).

5.0 Conclusions and Recommendations

Two groundwater wells were installed at the Site in 2016. Comparison to typical leachate characteristics suggests very weak to no leachate plume at the Site. However, the possible detection of leachate in groundwater wells cannot confirm the presence of leachate migration since the background water quality at the Site is unknown. Exceedances of benzo(a)pyrene and dibenzo(a,h)anthracene to current standards were observed. However, the concentrations were dimensioning over the three sampling events. Further sampling and analyses is recommended to assess the presence of these compounds in 2017.

The following recommendations are made for the Reynold's Road WDS monitoring program:

1. Semi-annual waste disposal site inspections should be completed in compliance with condition 2.2
2. Groundwater sampling and monitoring should continue twice per year (spring and fall) in 2017 with the same suite of analyses as in 2016 (per condition 2.3).
3. Preparation of an annual monitoring report should be prepared as per condition (per condition 2.4).
4. Work should continue to investigate and address the FBAL (condition 3) and Registration on Title (condition 14-15).

If you have any questions or concerns regarding the above submission, please do not hesitate to contact the undersigned at (613) 548-3446.

Respectfully Submitted,



Camille Malcolm, B.Sc.
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Reviewed by



David Malcolm, P. Eng.
Project Manager
Malroz Engineering Inc.

6.0 References

Andrew Day. Annual Groundwater Assessment Report (ECA No. 442001), Township of Leeds and the Thousand Islands, June 2016.

Ontario Drinking Water Standards (ODWS) from Ontario Regulation 169/03 of the Safe Drinking Water Act (2002). Last amendment: O. Reg. 373/15.

Provincial Water Quality Objectives (PWQO) from the Ministry of Environment and Energy's Water Management Policies & Guidelines, July 1994.

Technical Guidance Document: Monitoring and Reporting for Waste Disposal Sites Groundwater and Surface Water. Ministry of the Environment, November 2010.

Table 1: Summary of Typical Leachate Characteristics, from the Ministry of Environment and Energy (MOEE)'s Landfill Guidance Manual, 1993.

Appendix A

Tables

Table 1
Sampling Parameters

Metals	General Parameters	PHCs and PAHs	VOCs	
Mercury	Alkalinity, total	F1 PHCs (C6-C10)	Acetone	trans-1,3-Dichloropropylene
Aluminum	Ammonia as N	F2 PHCs (C10-C16)	Benzene	1,3-Dichloropropene, total
Arsenic	Chemical Oxygen Demand	F3 PHCs (C16-C34)	Bromodichloromethane	Ethylbenzene
Barium	Dissolved Organic Carbon	F4 PHCs (C34-C50)	Bromoform	Hexane
Boron	Conductivity	Acenaphthene	Bromomethane	Methyl Ethyl Ketone (2-Butanone)
Cadmium	Hardness	Acenaphthylene	Carbon Tetrachloride	Methyl Butyl Ketone (2-Hexanone)
Calcium	pH	Anthracene	Chlorobenzene	Methyl Isobutyl Ketone
Chromium	Phenolics	Benzo[a]anthracene	Chloroethane	Methyl tert-butyl ether
Cobalt	Phosphorus, total	Benzo[a]pyrene	Chloroform	Methylene Chloride
Copper	Total Dissolved Solids	Benzo[b]fluoranthene	Chloromethane	Styrene
Iron	Total Suspended Solids	Benzo[g,h,i]perylene	Dibromochloromethane	1,1,1,2-Tetrachloroethane
Lead	Total Kjeldahl Nitrogen	Benzo[k]fluoranthene	Dichlorodifluoromethane	1,1,2,2-Tetrachloroethane
Magnesium	Chloride	1,1-Biphenyl	Ethylene dibromide (dibromoethane, 1,2-)	Tetrachloroethylene
Manganese	Nitrate as N	Chrysene	1,2-Dichlorobenzene	Toluene
Potassium	Nitrite as N	Dibenzo[a,h]anthracene	1,3-Dichlorobenzene	1,1,1-Trichloroethane
Silver	Sulphate	Fluoranthene	1,4-Dichlorobenzene	1,1,2-Trichloroethane
Sodium		Fluorene	1,1-Dichloroethane	Trichloroethylene
Strontium		Indeno[1,2,3-cd]pyrene	1,2-Dichloroethane	Trichlorofluoromethane
Uranium		1-Methylnaphthalene	1,1-Dichloroethylene	1,3,5-Trimethylbenzene
Vanadium		2-Methylnaphthalene	cis-1,2-Dichloroethylene	Vinyl Chloride
Zinc		Methylnaphthalene (1&2)	trans-1,2-Dichloroethylene	m/p-Xylene
		Naphthalene	1,2-Dichloroethylene, total	o-Xylene
		Phenanthrene	1,2-Dichloropropane	Xylenes, total
		Pyrene	cis-1,3-Dichloropropylene	

Table 2
Water Elevations

Location	Reference Elevation (mASL)	29-Apr-16		2-May-16		19-May-16	
		reading (m)	elevation (mASL)	reading (m)	elevation (mASL)	reading (m)	elevation (mASL)
Inflow to Culvert	96.40	0.09	96.31	0.06	96.34	0.07	96.33
MW1	99.97	3.01	96.96	3.05	96.92	3.03	96.94
MW2	102.28	5.10	97.18	5.11	97.17	5.08	97.20

Table 3
General Chemistry Analysis

Location			MW1	MW1	MW1	MW2	MW2	MW2	ODWS		Typical Leachate Characteristics
Parameter	Units	MDL	19-May-16	26-Jun-16	16-Nov-16	19-May-16	26-Jun-16	16-Nov-16			
Alkalinity, total	mg/L	5	160	146	154	189	190	177	30-500	OG	300-2000
Ammonia as N	mg/L	0.01	0.46	0.03	0.06	0.05	0.03	0.06			5-100
BOD	mg/L	2	-	<	<	-	<	<			50-4000
COD	mg/L	10	2940	42	<	<	37	11			150-6000
DOC	mg/L	0.5	5.4	3.2	2.4	2.7	1.3	1.7	5	AO	4-500
Conductivity	uS/cm	5	847	638	502	536	522	432			
Hardness	mg/L		202	182	162	174	180	141	80-100	OG	400-2000
pH	pH Units	0.1	7.6	7.7	7.8	7.8	7.6	7.8	6.5-8.5	OG	6-7
Phenolics	mg/L	0.001	0.012	<	<	0.001	0.002	<			
Phosphorus, total	mg/L	0.01	61.9	0.14	<	0.12	0.02	0.04			
Total Dissolved Solids	mg/L	10	566	342	274	352	292	258	500	AO	
Total Suspended Solids	mg/L	2	26000	282	3	720	30	4			
Total Kjeldahl Nitrogen	mg/L	0.1	53.9	0.4	<	0.2	0.2	<			1-100
Chloride	mg/L	1	150	97	63	31	26	20	250	AO	20-2500
Nitrate as N	mg/L	0.1	<	<	<	<	<	<	10	CS	<1-0.5
Nitrite as N	mg/L	0.05	<	<	<	<	<	<	1	CS	<1
Sulphate	mg/L	1	41	33	22	45	40	31	500	AO	<1-300
Mercury	ug/L	0.1	<	<	<	<	<	<	1	CS	
Aluminum	ug/L	1	49	1	3	3	<	3	100	OG	<0.01-2
Arsenic	ug/L	1	<	<	1	<	<	2	25	CS	0.01-0.04
Barium	ug/L	1	106	68	66	103	88	76	1000	CS	0.1-2
Boron	ug/L	10	47	51	60	50	59	58	5000	CS	0.5-10
Cadmium	ug/L	0.1	<	<	<	<	<	<	5	CS	<0.01
Calcium	ug/L	100	54800	43600	35900	39900	43200	31200			100-1000
Chromium	ug/L	1	4	<	<	5	<	<	50	CS	<0.01-0.5
Cobalt	ug/L	0.5	0.6	<	<	<	<	<			0.1-0.08
Copper	ug/L	0.5	2.6	1.9	<	1.4	0.9	<	1000	AO	<0.008-1
Iron	ug/L	100	<	<	<	<	<	<	300	AO	
Lead	ug/L	0.1	1.1	0.3	<	<	<	<	10	CS	
Magnesium	ug/L	200	15900	17800	17500	18100	17500	15400			
Manganese	ug/L	5	612	128	<	69	42	6	50	AO	
Potassium	ug/L	100	3680	2190	1940	1900	1740	1530			
Silver	ug/L	0.1	<	<	<	<	<	<			
Sodium	ug/L	200	100000	47700	33000	100000	32700	26600	200000	AO	
Strontium	ug/L	10	443	558	556	677	850	819			
Uranium	ug/L	0.1	1.4	3.1	1.7	3.8	3.3	2.5	20	CS	
Vanadium	ug/L	0.5	7.2	<	<	11.1	<	<			
Zinc	ug/L	5	28	9	<	<	5	<	5000	AO	

Notes:

"<" denotes result is below method detection limit

"MW #" denotes monitoring well ID

"MDL" denotes method detection limit

"-" not analyzed

¹ alkalinity should not be decreased by more than 25% of the natural concentration

shading indicates parameters exceeding ODWS or PWQO criteria

denotes exceedance of Ontario Drinking Water Standards

AO indicates aesthetic objective OG indicates objective guideline CS indicates chemical standard

Input: MH

Checked: CM

Table 4
Groundwater VOC Analysis

Location			MW1	MW1	MW1	MW2	MW2	MW2	ODWS	
Parameter	Units	MDL	19-May-16	26-Jun-16	16-Nov-16	19-May-16	26-Jun-16	16-Nov-16		
Acetone	ug/L	5.0	<	<	<	<	<	<	5	CS
Benzene	ug/L	0.5	<	<	<	<	<	<		
Bromodichloromethane	ug/L	0.5	<	<	<	<	<	<		
Bromoform	ug/L	0.5	<	<	<	<	<	<	5	CS
Bromomethane	ug/L	0.5	<	<	<	<	<	<		
Carbon Tetrachloride	ug/L	0.2	<	<	<	<	<	<		
Chlorobenzene	ug/L	0.5	<	<	<	<	<	<	200	CS
Chloroethane	ug/L	1.0	<	<	<	<	<	<		
Chloroform	ug/L	0.5	<	<	<	<	<	<		
Chloromethane	ug/L	3.0	<	<	<	<	<	<	5	CS
Dibromochloromethane	ug/L	0.5	<	<	<	<	<	<		
Dichlorodifluoromethane	ug/L	1.0	<	<	<	<	<	<		
Ethylene dibromide (dibromoethane, 1,2-)	ug/L	0.2	<	<	<	<	<	<	14	CS
1,2-Dichlorobenzene	ug/L	0.5	<	<	<	<	<	<		
1,3-Dichlorobenzene	ug/L	0.5	<	<	<	<	<	<		
1,4-Dichlorobenzene	ug/L	0.5	<	<	<	<	<	<	14	CS
1,1-Dichloroethane	ug/L	0.5	<	<	<	<	<	<		
1,2-Dichloroethane	ug/L	0.5	<	<	<	<	<	<		
1,1-Dichloroethylene	ug/L	0.5	<	<	<	<	<	<	30	CS
cis-1,2-Dichloroethylene	ug/L	0.5	<	<	<	<	<	<		
trans-1,2-Dichloroethylene	ug/L	0.5	<	<	<	<	<	<		
1,2-Dichloroethylene, total	ug/L	0.5	<	<	<	<	<	<	5	CS
1,2-Dichloropropane	ug/L	0.5	<	<	<	<	<	<		
cis-1,3-Dichloropropylene	ug/L	0.5	<	<	<	<	<	<		
trans-1,3-Dichloropropylene	ug/L	0.5	<	<	<	<	<	<	2	CS
1,3-Dichloropropene, total	ug/L	0.5	<	<	<	<	<	<		
Ethylbenzene	ug/L	0.5	<	<	<	<	<	<		
Hexane	ug/L	1.0	<	<	<	<	<	<	30	CS
Methyl Ethyl Ketone (2-Butanone)	ug/L	5.0	<	<	<	<	<	<		
Methyl Butyl Ketone (2-Hexanone)	ug/L	10.0	<	<	<	<	<	<		
Methyl Isobutyl Ketone	ug/L	5.0	<	<	<	<	<	<	5	CS
Methyl tert-butyl ether	ug/L	2.0	<	<	<	<	<	<		
Methylene Chloride	ug/L	5.0	<	<	<	<	<	<		
Styrene	ug/L	0.5	<	<	<	<	<	<	2	CS
1,1,1,2-Tetrachloroethane	ug/L	0.5	<	<	<	<	<	<		
1,1,2,2-Tetrachloroethane	ug/L	0.5	<	<	<	<	<	<		
Tetrachloroethylene	ug/L	0.5	<	<	<	<	<	<	5	CS
Toluene	ug/L	0.5	<	<	<	<	<	<		
1,1,1-Trichloroethane	ug/L	0.5	<	<	<	<	<	<		
1,1,2-Trichloroethane	ug/L	0.5	<	<	<	<	<	<	2	CS
Trichloroethylene	ug/L	0.5	<	<	<	<	<	<		
Trichlorofluoromethane	ug/L	1.0	<	<	<	<	<	<		
1,3,5-Trimethylbenzene	ug/L	0.5	<	<	<	<	<	<	2	CS
Vinyl Chloride	ug/L	0.5	<	<	<	<	<	<		
m/p-Xylene	ug/L	0.5	<	<	<	<	<	<		
o-Xylene	ug/L	0.5	<	<	<	<	<	<	2	CS
Xylenes, total	ug/L	0.5	<	<	<	<	<	<		

Notes:

"<" denotes result is below method detection limit

"MW #" denotes monitoring well ID

"MDL" denotes method detection limit

shading indicates parameters exceeding ODWS



denotes exceedance of Ontario Drinking Water Standards

CS indicates chemical standard

Input: MH

Checked:

Table 5
Groundwater PHC and PAH Analysis

Location			MW1	MW1	MW1	MW2	MW2	MW2	ODWS		O-Reg 153/04 Table 8
Parameter	Units	MDL	19-May-16	26-Jun-16	16-Nov-16	19-May-16	26-Jun-16	16-Nov-16			
F1 PHCs (C6-C10)	ug/L	25	<	<	<	<	<	<	0.01	CS	
F2 PHCs (C10-C16)	ug/L	100	219	<	<	<	<	<			
F3 PHCs (C16-C34)	ug/L	100	695	<	<	<	<	<			
F4 PHCs (C34-C50)	ug/L	100	322	<	<	<	<	<			
Acenaphthene	ug/L	0.05	1.18	<	0.05	<	<	<			-
Acenaphthylene	ug/L	0.05	0.91	<	<	<	<	<			-
Anthracene	ug/L	0.01	2.83	<	0.06	<	<	0.05			0.22
Benzo[a]anthracene	ug/L	0.01	3.33	<	0.05	<	<	0.04			0.32
Benzo[a]pyrene	ug/L	0.01	3.20	<	0.07	<	<	0.06			0.37
Benzo[b]fluoranthene	ug/L	0.05	3.61	<	0.06	<	<	0.05			-
Benzo[g,h,i]perylene	ug/L	0.05	1.89	<	0.10	<	<	0.08			0.17
Benzo[k]fluoranthene	ug/L	0.05	2.16	<	0.05	<	<	0.06			0.24
1,1-Biphenyl	ug/L	0.05	0.55	<	<	<	<	<			-
Chrysene	ug/L	0.05	3.19	<	0.07	<	<	0.05			0.34
Dibenzo[a,h]anthracene	ug/L	0.05	0.53	<	0.09	<	<	0.07			0.06
Fluoranthene	ug/L	0.01	11.2	<	0.07	0.19	<	0.06			0.75
Fluorene	ug/L	0.05	1.65	<	0.06	<	<	0.05			0.19
Indeno[1,2,3-cd]pyrene	ug/L	0.05	1.78	<	0.09	<	<	0.07			0.2
1-Methylnaphthalene	ug/L	0.05	1.04	<	0.10	0.08	<	0.09			
2-Methylnaphthalene	ug/L	0.05	2.04	<	0.08	0.11	<	0.09			
Methylnaphthalene (1&2)	ug/L	0.10	3.08	<	0.18	0.20	<	0.18			-
Naphthalene	ug/L	0.05	1.92	<	<	0.10	<	<			-
Phenanthrene	ug/L	0.05	11.1	<	0.06	0.15	<	0.05			0.56
Pyrene	ug/L	0.01	8.75	<	0.07	0.25	<	0.06			0.49

Notes:

"<" denotes result is below method detection limit

"MW #" denotes monitoring well ID

"MDL" denotes method detection limit

shading indicates parameters exceeding ODWS

 denotes exceedance of Ontario Drinking Water Standards

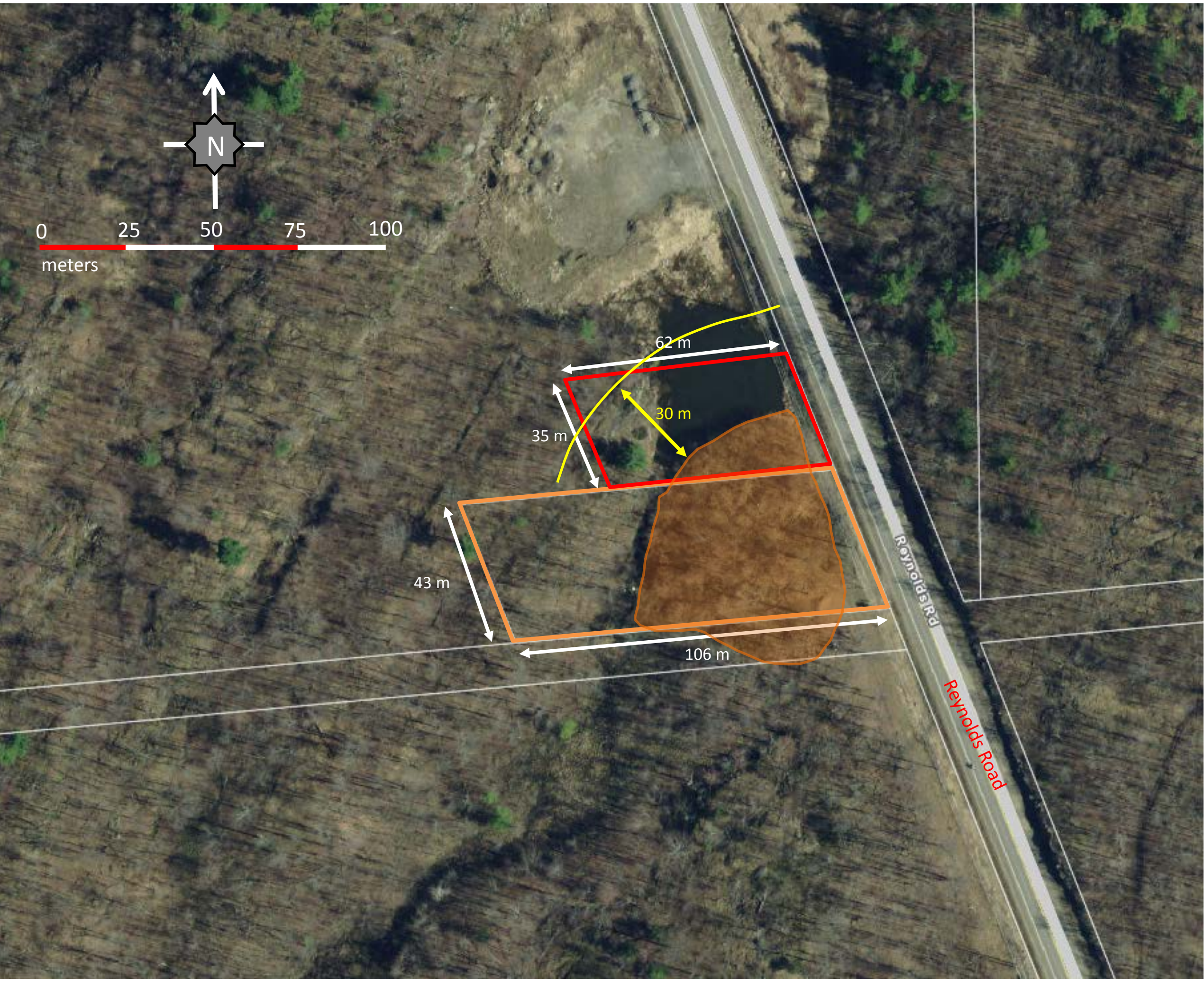
CS indicates chemical standard

Input: MH

Checked: CM

Appendix B

Figures



Legend

-  Township Property Boundary
-  Land to be purchased
-  Approximate Waste Fill Area
-  30 m D-4 required setback

Revisions

Number	Description	Date
1	CRCA Application	Dec 2015
2	Greer Land Purchase	Apr 2016
3	D-4 30m setback	Oct 2016



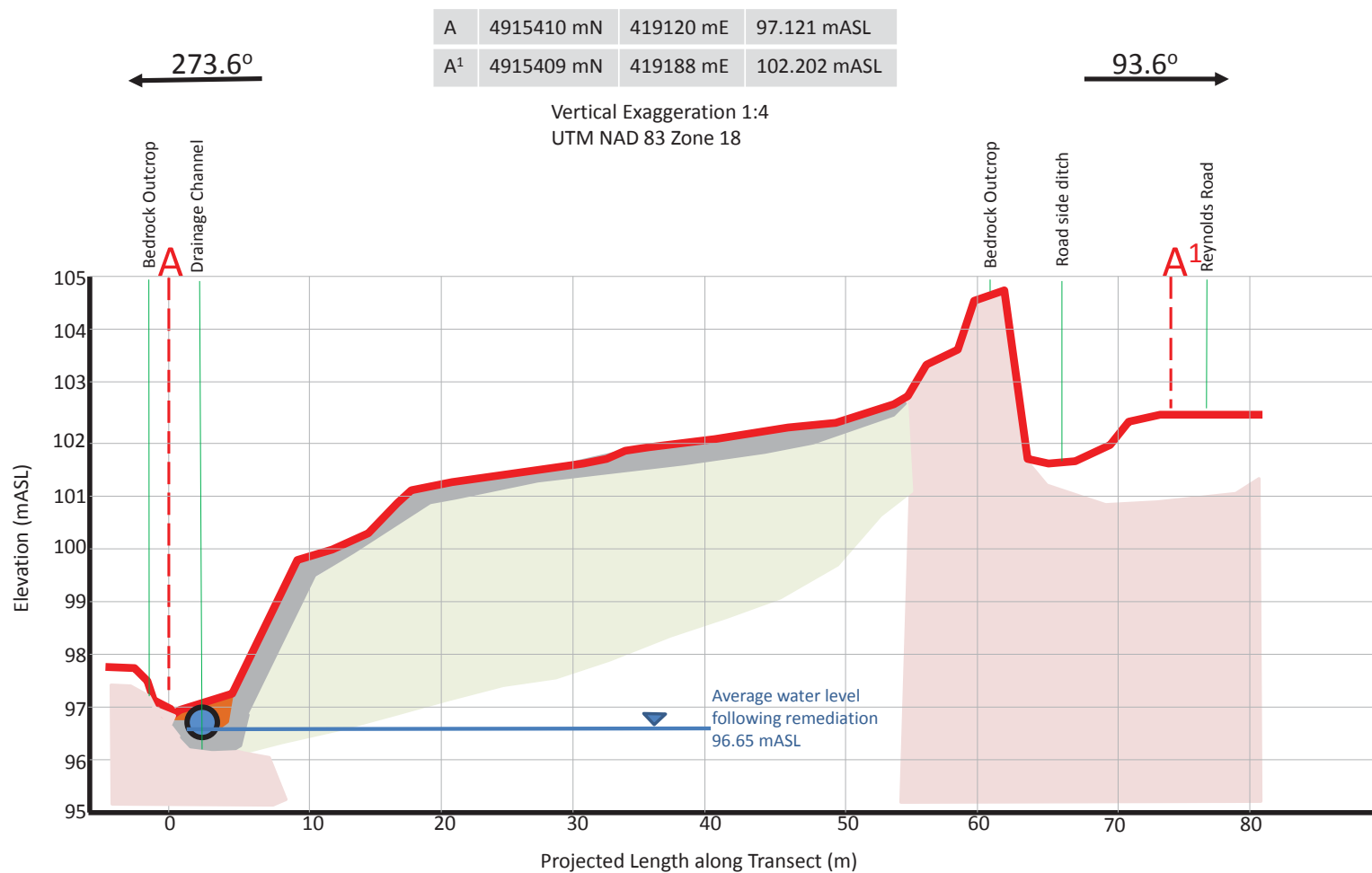
Reynolds Road Dump
Township of Leeds and the
Thousand Islands
A442001
Lot 18, Conc. 2

Figure 3 – Land to be Purchased

Drawn by: A. Day

Checked by: A. Day

Date: Apr 2016



Culvert Details

Diameter	0.610 m
Length	36.361 m
Inflow elevation	96.402 mASL
Outflow elevation	96.38 mASL

Note:

- Beyond the area of the culvert, depth of waste is unknown
- Cover material is a compacted silty clay
- water level assumed from level expressed in adjacent pond and level flowing through the culvert
- Bedrock depth is unknown, bedrock expressed is inferred from outcrops and local physiography

Legend

- Post remediation ground surface
- Silty clay cover
- Culvert
- Waste
- Bedrock

Revisions

Number	Description	Date
1	CRCA Application	Dec 2015



Reynolds Road Dump

Township of Leeds and the
Thousand Islands

A442001

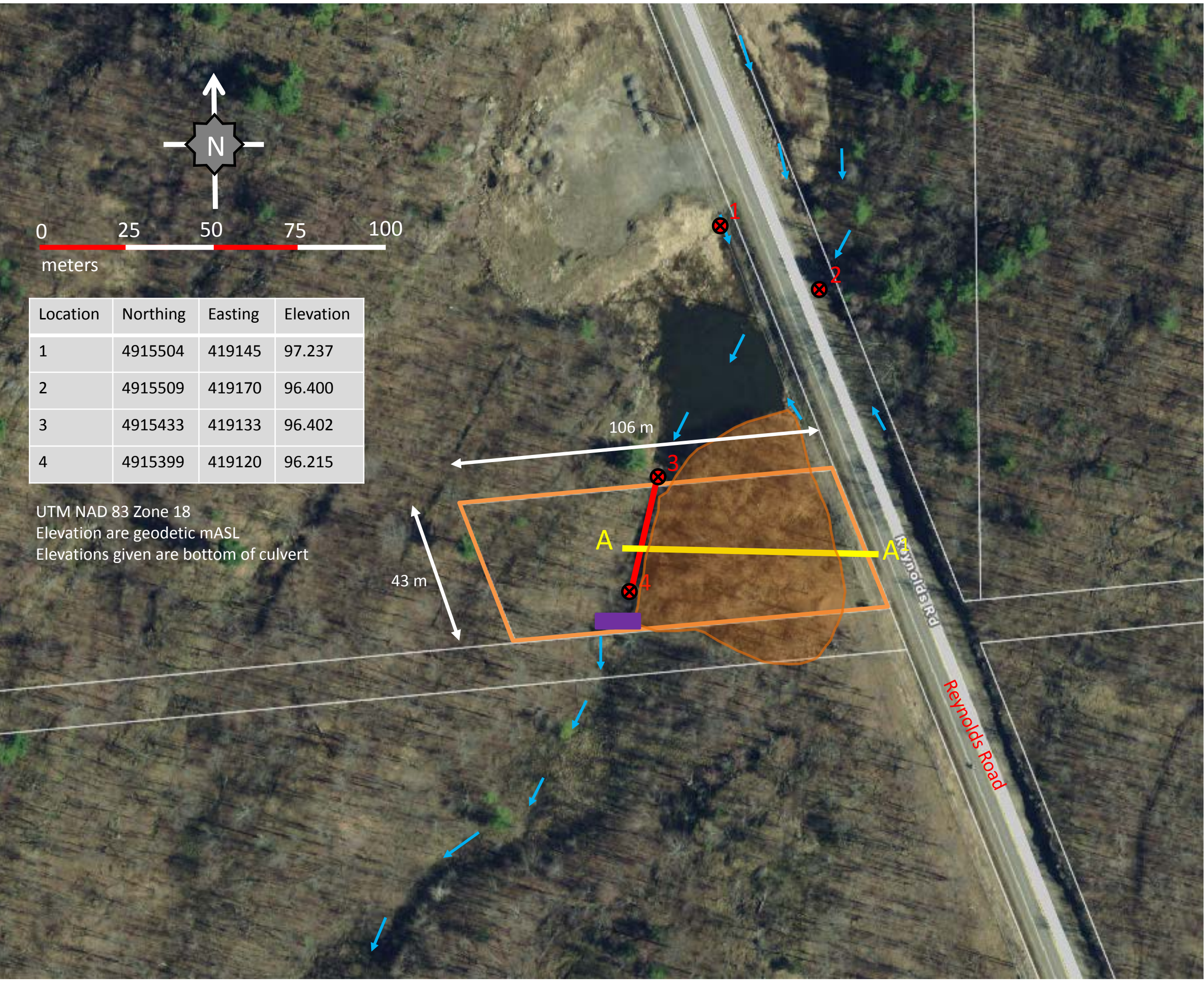
Lot 18, Conc. 2

Figure 2b – Cross Section

Drawn by: A. Day

Checked by: A. Day

Date: December 2015



Location	Northing	Easting	Elevation
1	4915504	419145	97.237
2	4915509	419170	96.400
3	4915433	419133	96.402
4	4915399	419120	96.215

UTM NAD 83 Zone 18
Elevation are geodetic mASL
Elevations given are bottom of culvert

Legend

Culvert Location

Township Property Boundary

Surface Water Flow Direction

Cross Section Transect

Culvert

Approximate Waste Fill Area

Silt Fence and Hay Bales

Revisions

Number	Description	Date
1	CRCA Application	Dec 2015

Reynolds Road Dump

Township of Leeds and the
Thousand Islands

A442001

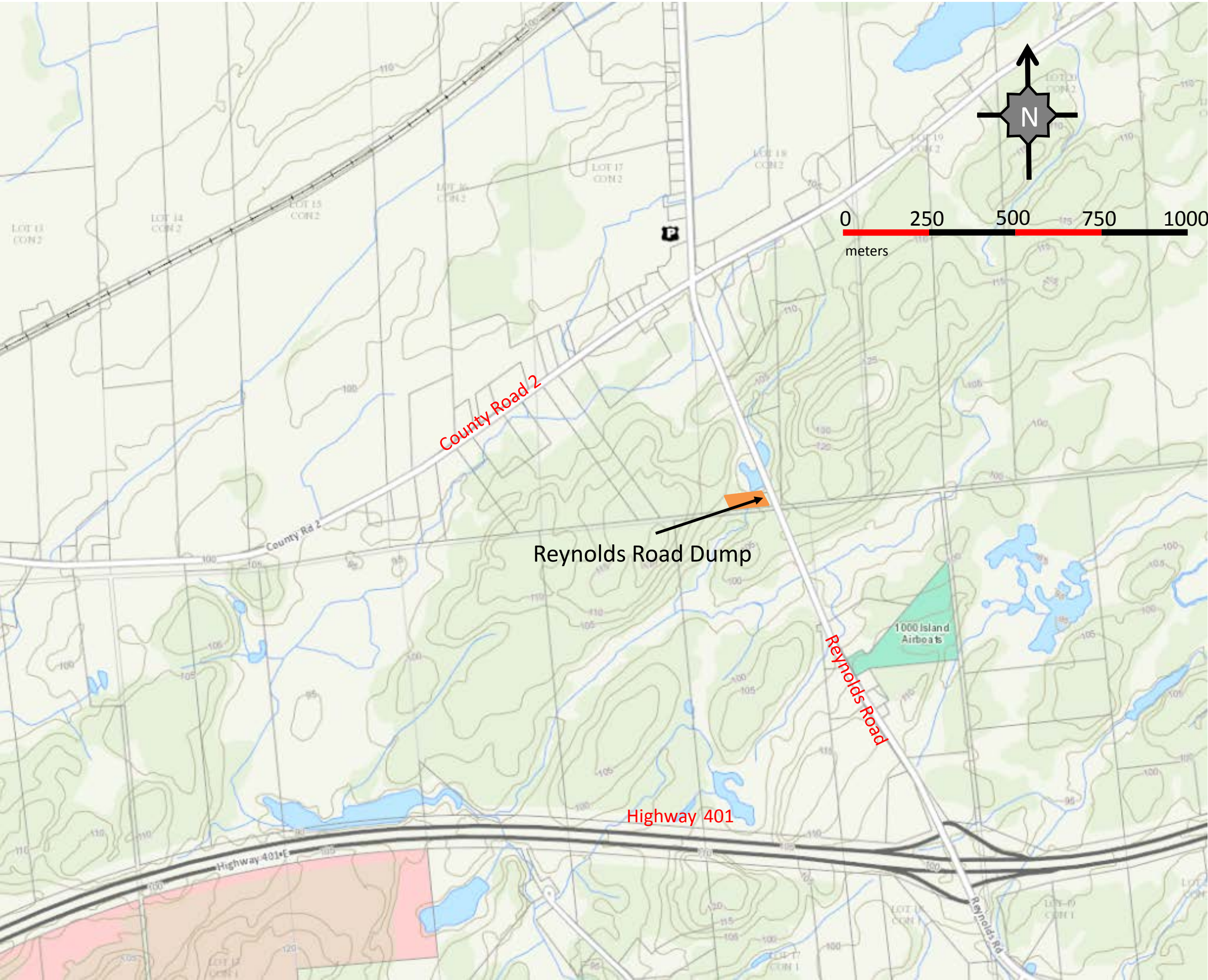
Lot 18, Conc. 2

Figure 2a – Site Details from CRCA

Drawn by: A. Day

Checked by: A. Day

Date: December 2015



Legend

 Dump Property

Revisions

Number	Description	Date
1	CRCA Application	Dec 2015



Reynolds Road Dump

Township of Leeds and the Thousand Islands

A442001

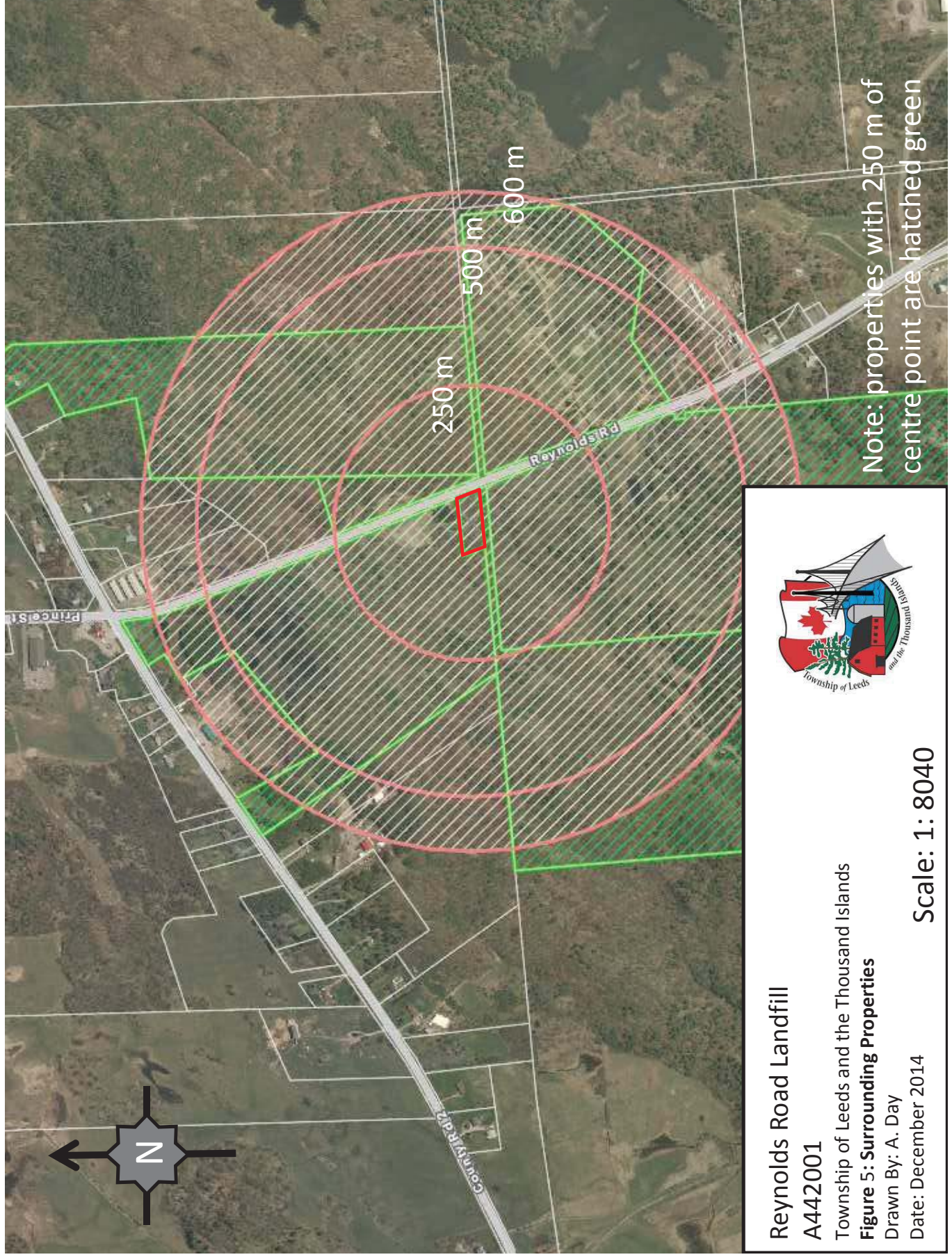
Lot 18, Conc. 2

Figure 1 – Site Location Map

Drawn by: A. Day

Checked by: A. Day

Date: December 2015





Location	Northing	Easting	Casing Elevation
MW1	4915430	419160	97.237
MW2	4915404	419143	96.400

Legend

 Monitoring Well

Revisions

Number	Description	Date
1	CRCA Application	Dec 2015
2	MOECC Report	May 2016



Reynolds Road Dump

Township of Leeds and the
Thousand Islands

A442001

Lot 18, Conc. 2

Figure 4 – GW Monitoring Wells

Drawn by: A. Day

Checked by: A. Day

Date: May 2016

Appendix C

Certificate of Approval No.A442001 DRAFT

DRAFT AMENDED ENVIRONMENTAL COMPLIANCE APPROVAL

The Corporation of the Township of Leeds and the Thousand Islands
1233 Prince St Lansdowne
Post Office Box, No. 280
Leeds and the Thousand Islands, Ontario
K0E 1L0

Site Location: Reynolds Road Dump (Closed)
Reynolds Road
Lot 18, Concession 2
Leeds and the Thousand Islands Township, United Counties of Leeds and Grenville

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

for the use and operation of Waste Disposal Site (landfill)

For the purpose of this environmental compliance approval, the following definitions apply:

"Approval " means this Environmental Compliance Approval and any Schedules to it, including the application and supporting documentation listed in Schedule "A";

"Director" means any Ministry employee appointed in writing by the Minister pursuant to section 5 of the EPA as a Director for the purposes of Part II.1 of the EPA;

"District Manager" means the District Manager of the local district office of the *Ministry* in which the *Site* is geographically located;

"EPA " means *Environmental Protection Act* , R.S.O. 1990, c. E. 19, as amended;

"Ministry" means the Ontario Ministry of the Environment and Climate Change;

"Owner" means any person that is responsible for the establishment or operation of the *Site* being approved by this *Approval*, and includes The Corporation of the Township of Leeds and the Thousand Island its successors and assigns;

"Regional Director " means the Regional Director of the local Regional Office of the *Ministry* in which the *Site* is located; and

"Regulation 232" means Ontario Regulation 232/98 (New Landfill Standards) made under the *EPA* , as amended from time to time;

"Regulation 347 " means Ontario Regulation 347, R.R.O. 1990, made under the *EPA*, as amended;

"Regulation 903" means Regulation 903, R.R.O. 1990, made under the *OWRA*, as amended;

"Site " means the entire waste disposal site, located at west side of Reynolds Road, Lot 18, Concession 2, Leeds and the Thousand Islands Township, United Counties of Leeds and Grenville

"FBAL " means Fill Beyond Approved Limits

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL

Compliance

1. The *Owner* and *Operator* shall ensure compliance with all the conditions of this *Approval* and shall ensure that any person authorized to carry out work on or operate any aspect of the *Site* is notified of this *Approval* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
2. Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *Approval* .

In Accordance

3. Except as otherwise provided by this *Approval*, the *Site* shall be designed, developed, built, operated and maintained in accordance with the documentation listed in the attached Schedule "A".

Interpretation

4. Where there is a conflict between a provision of any document listed in Schedule "A" in this *Approval*, and the conditions of this *Approval*, the conditions in this

Approval shall take precedence.

5. Where there is a conflict between the application and a provision in any document listed in Schedule "A", the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the *Ministry* approved the amendment.
6. Where there is a conflict between any two documents listed in Schedule "A", the document bearing the most recent date shall take precedence.
7. The conditions of this *Approval* are severable. If any condition of this *Approval*, or the application of any condition of this *Approval* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Approval* shall not be affected thereby.

Other Legal Obligations

8. The issuance of, and compliance with, this *Approval* does not:
 - (a) relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
 - (b) limit in any way the authority of the *Ministry* to require certain steps be taken or to require the *Owner* and *Operator* to furnish any further information related to compliance with this *Approval* .

Adverse Effect

9. The *Owner* shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the *Site*, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
10. Despite an *Owner* or any other person fulfilling any obligations imposed by this *Approval* the person remains responsible for any contravention of any other condition of this *Approval* or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

Change of Ownership

11. The *Owner* shall notify the *Director*, in writing, and forward a copy of the notification to the *District Manager*, within 30 days of the occurrence of any changes in the following information:
 - (a) the ownership of the *Site*;
 - (b) the *Operator* of the *Site*;
 - (c) the address of the *Owner* or *Operator*; and

- (d) the partners, where the *Owner or Operator* is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act*, R. S. O. 1990, c. B.17, shall be included in the notification.
- 12. No portion of this *Site* shall be transferred or encumbered prior to or after closing of the *Site* unless the *Director* is notified in advance and sufficient financial assurance is deposited with the *Ministry* to ensure that these conditions will be carried out.
- 13. In the event of any change in ownership of the *Site*, other than change to a successor municipality, the *Owner* shall notify the successor of and provide the successor with a copy of this *Approval*, and the *Owner* shall provide a copy of the notification to the *District Manager* and the *Director*.

Certificate of Requirement/Registration on Title

Registration on Title Requirement

- 14. Prior to dealing with the property in any way, the *Owner* shall provide a copy of this *Approval* and any amendments, to any person who will acquire an interest in the property as a result of the dealing.
- 15(a) Within thirty (30) calendar days from the date of issuance of this *Approval*, the *Owner* shall submit to the *Director* a completed Certificate of Requirement which shall include:
 - (i) a plan of survey prepared, signed and sealed by an Ontario Land Surveyor, which shows the area of the *Site* where waste has been or is to be deposited at the *Site*;
 - (ii) proof of ownership of the *Site*;
 - (iii) a letter signed by a member of the Law Society of Upper Canada or other qualified legal practitioner acceptable to the *Director*, verifying the legal description provided in the Certificate of Requirement;
 - (iv) the legal abstract of the property; and
 - (v) any supporting documents including a registerable description of the *Site*.
- (b) Within fifteen (15) calendar days of receiving a Certificate of Requirement authorized by the *Director*, the *Owner* shall:
 - (i) register the Certificate of Requirement in the appropriate Land Registry Office on the title to the property; and
 - (ii) submit to the *Director* and *District Manager*, written verification that the Certificate of Requirement has been registered on title.

Inspections by the Ministry

16. No person shall hinder or obstruct a *Provincial Officer* from carrying out any and all inspections authorized by the *OWRA*, the *EPA*, the *PA*, the *SDWA* or the *NMA*, of any place to which this *Approval* relates, and without limiting the foregoing:
 - (a) to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this *Approval* are kept;
 - (b) to have access to, inspect, and copy any records required to be kept by the conditions of this *Approval*;
 - (c) to inspect the *Site*, related equipment and appurtenances;
 - (d) to inspect the practices, procedures, or operations required by the conditions of this *Approval*; and
 - (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *Approval* or the *EPA*, the *OWRA*, the *PA*, the *SDWA* or the *NMA*.
17. The Site is closed and is no longer permitted to accept the waste at the site.

2.0 LANDFILL MONITORING

Compliance

1. The *Site* shall be operated in such a way as to ensure compliance with the following:
 - (a) Guideline for the Resolution of Groundwater Interference Problems (Guideline B-9); and
 - (b) Provincial Water Quality Objectives included in the July 1994 publication entitled *Water Management Policies, Guidelines, Provincial Water Quality Objectives*, as amended from time to time or limits set by the *Regional Director*, for the protection of the surface water at and off the *Site*.

Inspection

2. The entire Site shall be inspected by a qualified person to identify the presence of any leachate seepage; to ensure the integrity of the final cover and that the activities at the *Site* are not causing any adverse effects. Any deficiencies discovered as a result of the inspection shall be remedied immediately. The inspections required under this condition shall be conducted at least semi-annually when the Site is not covered in snow

Annual Report

3. Subject to Condition 2.7 of the Approval and until such time that the Approval is amended to reflect otherwise, a written report on the monitoring of the *Site*, shall be completed annually (the "Annual Report"). The Annual Report shall be submitted to the *District Manager*, by March 31st of the year following the period being reported upon.
4. The Annual Report shall include but not be limited to the following information:
 - (a) the results and an interpretive analysis of the results of all leachate, groundwater, surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
 - (b) site plans showing the final contours of the *Site* and vegetative cover;
 - (c) a discussion of any operational problems encountered at the *Site* and corrective action taken;
 - (d) a report on the status of all monitoring wells and a statement as to compliance with *Regulation 903*;
 - (e) any other information with respect to the *Site* which the *District Manager* may require from time to time; and
 - (f) a summary and analysis of all hydraulic and geochemical monitoring results.
 - (g) the inspection findings and corrective actions taken to address any identified concerns at the site

Groundwater Wells and Monitors

4. The *Owner* shall ensure that all groundwater monitoring wells which form part of the monitoring program are properly capped, locked and protected from damage.
5. All monitoring wells shall be inspected at least once per year. Any groundwater monitoring well included in the on-going monitoring program that are damaged shall be assessed, repaired, replaced or decommissioned by the *Owner*, as required.
 - (a) The *Owner* shall repair or replace any monitoring well which is destroyed or in any way made to be inoperable for sampling such that no more than one regular sampling event is missed.
 - (b) All monitoring wells which are no longer required as part of the ground-water monitoring program, and have been approved by the *District Manager* for abandonment, shall be decommissioned by the *Owner*, as required, in accordance with *Regulation 903*, that will prevent contamination through the abandoned well. A report on the decommissioning of the well shall be included in the Annual Report for the period during which the well was decommissioned.

Groundwater Monitoring

6. The owner shall conduct groundwater monitoring on two additional occasion in 2016 in addition to the monitoring conducted as per item 1 of Schedule " A" .Groundwater sampling shall be conducted for all parameters as per Table 1 of Item 1 of Schedule "A"
7. By no later than January 31, 2017, the Owner shall submit to Director for approval and copies to the District Manager, a groundwater monitoring report on the monitoring conducted as per Condition 2.6 of Approval, which includes but not necessarily limited to the monitoring results, an interpretation of the monitoring data and recommendations regarding ongoing monitoring and ongoing reporting at the Site. Once the groundwater monitoring report is received, the Ministry will determine if further monitoring and reporting is required and amend the Approval accordingly.

3.0 Fill Beyond Approved Limits

1. Within six (6) months of issuance of this Approval, the Owner shall acquire the lands for areas designated as FBAL and shall submit an application for an amendment to the Director for approval for FBAL to be added to the Site.
- 2.(a) Within thirty (30) calendar days after acquiring land referred in condition 3.1, the *Owner* shall submit to the *Director* a completed Certificate of Requirement which shall include:
 - (i) a plan of survey prepared, signed and sealed by an Ontario Land Surveyor, which shows the area of the *Site* where waste has been or is to be deposited at the *Site*;
 - (ii) proof of ownership of the *Site*;
 - (iii) a letter signed by a member of the Law Society of Upper Canada or other qualified legal practitioner acceptable to the *Director*, verifying the legal description provided in the Certificate of Requirement;
 - (iv) the legal abstract of the property; and
 - (v) any supporting documents including a registerable description of the *Site*.
- (b) Within fifteen (15) calendar days of receiving a Certificate of Requirement authorized by the *Director*, the *Owner* shall:
 - (i) register the Certificate of Requirement in the appropriate Land Registry Office on the title to the property; and
 - (ii) submit to the *Director* and *District Manager*, written verification that the Certificate of Requirement has been registered on title.

SCHEDULE "A"

1. Report dated June 2016 titled "Groundwater Assessment", Reynold Road Dump prepared by Andrew Day, P.Geo.

The reasons for the imposition of these terms and conditions are as follows:

- 1. The reason for Conditions 1.3 is to ensure that the Site is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the Owner, and not in a manner which the Director has not been asked to consider.*
- 2. The reason for Conditions 1.1,1.2, 1. 4. 1. 5, 1.6,1.7, 1.9, 1.10 is to clarify the legal rights and responsibilities of the Owner under this ECA.*
- 3. Conditions 1.8 is included to ensure that the appropriate Ministry staff have ready access to information and the operations of the Site, which are approved under this Certificate.*
- 4. Conditions 1.14 and 1.15 are included, pursuant to subsection 197(1) of the EPA, to provide that any persons having an interest in the Site are aware that the land has been approved and used for the purposes of waste disposal.*
- 5. The reasons for Condition 1.16 is to restrict potential transfer or encumbrance of the Site without the approval of the Director and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this ECA.*
- 6. The reasons for Conditions 1.11 and 1.12 are to ensure that the Site is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the Director is informed of any changes*
- 7. Condition 2(1) is included to provide the groundwater and surface water limits to prevent water pollution at the Site.*
- 8. The reasons for Condition 2(2) and 2(3) are to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design.*
- 9. Conditions 2(4) and 2(5) are included to ensure the integrity of the groundwater monitoring network so that accurate monitoring results are achieved and the natural*

environment is protected.

10. *Conditions 2 (6) and 2 (7) are included to require the Owner to demonstrate that the Site is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.*
11. *Reason for condition 3(1) is to ensure the land designated as FBAL is purchased by the township and the approval is amended to reflect the correct site area*
12. *The reason for condition 3(2) is to ensure that purchased land is registered on title.*

Upon issuance of the environmental compliance approval, I hereby revoke Approval No(s). A442001 issued on June 23, 1971

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

1. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

Pursuant to subsection 139(3) of the Environmental Protection Act, a hearing may not be required with respect to any terms and conditions in this environmental compliance approval, if the terms and conditions are substantially the same as those contained in an approval that is amended or revoked by this environmental compliance approval.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The environmental compliance approval number;
6. The date of the environmental compliance approval;
7. The name of the Director, and;
8. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

AND

The Director appointed for the purposes of Part II.1 of
the Environmental Protection Act
Ministry of the Environment and Climate Change
135 St. Clair Avenue West, 1st Floor
Toronto, Ontario
M4V 1P5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 326-5370 or www.ert.gov.on.ca

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this

DRAFT

Signature

....., P.Eng.

Director

Section

HV/

c: District Manager, MOECC Kingston - District
Field Alert, The Corporation of the Township of Leeds and the Thousand Islands

Appendix D
Grier Land Purchase



COLLETT SURVEYING LTD.

ONTARIO LAND SURVEYORS

W. Brent Collett, B. Sc. O.L.S.

51 King St. E., Suite 205 (613) 342-2611
P.O. Box 121 Fax: (613) 342-8317
Brockville, Ontario K6V 5V2 1-800-267-4433

E-mail: ols@collettsurveying.on.ca
Kingston Area 613-561-0508

June 24, 2016

Township of Leeds and The Thousand Islands
1233 Prince Street, P.O. Box 280
Lansdowne, Ontario K0E 1L0

Attention: Andrew Day

Dear Sir:

RE: Reynolds Road Dump

Please find enclosed prints of Reference Plan 28R-14660. The description for the existing site should read as follows:

A PARCEL being in the Township of Leeds and The Thousand Islands, County of Leeds, being composed of Part of Lot 18, Concession 2, Geographic Township of Lansdowne, designated as Part 2, Reference Plan 28R-14660;

SAID PARCEL being All of PIN 44299-0243.'

The description for the lands to be purchased should read as follows:

A PARCEL being in the Township of Leeds and The Thousand Islands, County of Leeds, being composed of Part of Lot 18, Concession 2, Geographic Township of Lansdowne, designated as Part 1, Reference Plan 28R-14660;

SAID PARCEL being All of PIN 44299-0394.'

If you have any questions regarding this matter please do not hesitate to contact the office.

Yours very truly,

COLLETT SURVEYING LTD.

W. Brent Collett, B.Sc., O.L.S.
Ontario Land Surveyor

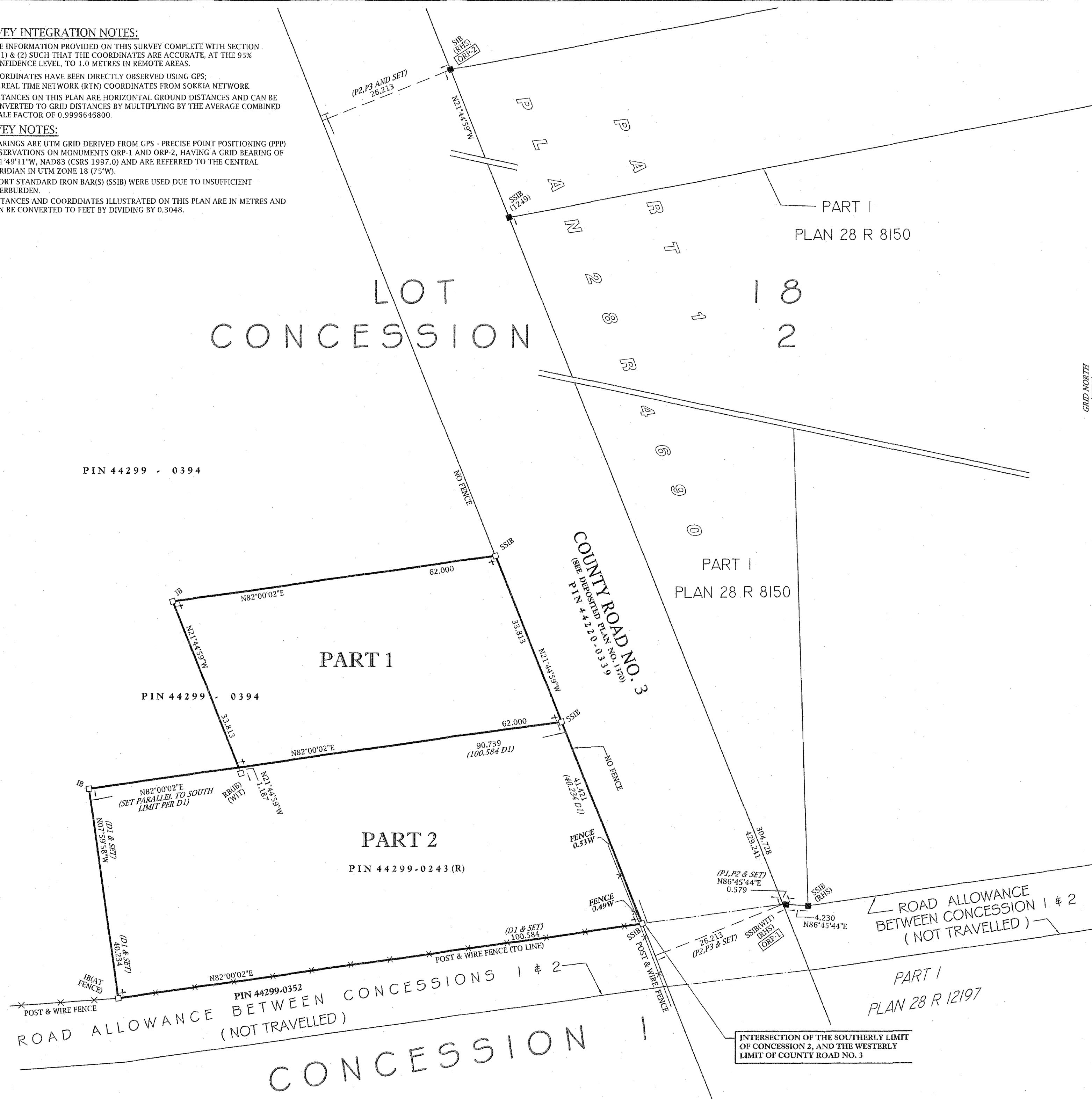
WBC\cm
Encl.

SURVEY INTEGRATION NOTES:

1. THE INFORMATION PROVIDED ON THIS SURVEY COMPLETE WITH SECTION 14(1) & (2) SUCH THAT THE COORDINATES ARE ACCURATE, AT THE 95% CONFIDENCE LEVEL, TO 1.0 METRES IN REMOTE AREAS.
2. COORDINATES HAVE BEEN DIRECTLY OBSERVED USING GPS;
- REAL TIME NETWORK (RTN) COORDINATES FROM SOKKIA NETWORK
3. DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.9996646800.

SURVEY NOTES:

1. BEARINGS ARE UTM GRID DERIVED FROM GPS - PRECISE POINT POSITIONING (PPP) OBSERVATIONS ON MONUMENTS ORP-1 AND ORP-2, HAVING A GRID BEARING OF N21°49'11"W, NAD83 (CSRS 1997.0) AND ARE REFERRED TO THE CENTRAL MERIDIAN IN UTM ZONE 18 (75°W).
2. SHORT STANDARD IRON BAR(S) (SSIB) WERE USED DUE TO INSUFFICIENT OVERBURDEN.
3. DISTANCES AND COORDINATES ILLUSTRATED ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY & LAND TITLES ACT.

JUNE 9, 2016

W.B. Collett
W. B. COLLETT, O.L.S.

PLAN 28R 14660

RECEIVED AND DEPOSITED

Linda Martin
June 23, 2016

Linda Martin
REPRESENTATIVE FOR LAND REGISTRAR FOR
REGISTRY & LAND TITLES DIVISION OF LEEDS
(NO. 28)

LAND TITLES SCHEDULE

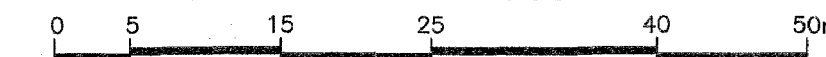
PART	PART OF LOT	CON.	PART OF PIN
1	18	2	44299 - 0394

REGISTRY SCHEDULE

PART	PART OF LOT	CON.	ALL OF PIN
2	18	2	44299 - 0243 (R)

PLAN OF SURVEY
PART OF LOT 18
CONCESSION 2
GEOGRAPHIC TOWNSHIP OF LANSDOWNE
TOWNSHIP OF LEEDS AND
THE THOUSAND ISLANDS
COUNTY OF LEEDS

SCALE = 1 : 500



COLLETT SURVEYING LTD.

BEARINGS ARE UTM GRID DERIVED FROM GPS - PRECISE POINT POSITIONING (PPP) OBSERVATIONS. FOR BEARING COMPARISONS A ROTATION FACTOR WAS APPLIED TO CONVERT TO UTM BEARINGS, AS NOTED BELOW.

PLAN ID.	BEARING ROTATION	DIRECTION
P1	0°44'16"	CLOCKWISE
P2	0°44'16"	CLOCKWISE
P3	0°44'16"	CLOCKWISE

ALL COORDINATES ARE IN METRES, ARE RELATED TO UTM ZONE 18 (75°W LONGITUDE) NAD83 CSRS AND HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF A REMOTE AREA AT A 95% CONFIDENCE LEVEL. OBSERVED REFERENCE POINT (ORP) OR SPECIFIED CONTROL POINT (SCP)

POINT ID.	POINT DESC.	NORTHING (N)	EASTING (E)
ORP #1	SSIB (RHS)	4915400.317	419213.143
ORP #2	SIB (RHS)	4915798.901	419053.562

THE COORDINATE(S) ILLUSTRATED CANNOT, THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

□	DENOTES PLANTED MONUMENT	RB	DENOTES ROCK BAR
■	DENOTES FOUND MONUMENT	CC	DENOTES CUT CROSS
SIB	DENOTES STANDARD IRON BAR	IP	DENOTES IRON PIPE
SSIB	DENOTES SHORT STANDARD IRON BAR	WIT	DENOTES WITNESS
IB	DENOTES IRON BAR	FN	DENOTES FIELD NOTES
CM	DENOTES CONCRETE MONUMENT	—x—	DENOTES FENCE
P1	DENOTES PLAN 28 R 8150	○	DENOTES ROUND
P2	DENOTES PLAN 28 R 4690		
P3	DENOTES DEPOSITED PLAN 1370		
D1	DENOTES INSTRUMENT NO. LR 2625		

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT, THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON THE 29TH DAY OF APRIL, 2016.

JUNE 9, 2016.

W.B. Collett
W. B. COLLETT
ONTARIO LAND SURVEYOR



COLLETT SURVEYING LTD.
ONTARIO LAND SURVEYORS

SUITE #205, 51 KING ST. E. - BROCKVILLE, ONTARIO - K6V 1A8
TEL. 613-342-2611 OR 1-800-267-4433
E-MAIL : ols@collettsurveying.on.ca
VISIT OUR WEB SITE AT WWW.COLLETTSURVEYING.ON.CA

MAP CHECK W.B.C.	PTY. CH. A.M.	DRN. BY J.C.	FILE NO. 9014MR1
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Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 3rd day of August 2016

BUYER, The Corporation of the Township of Leeds and the Thousand Islands, agrees to purchase from
(Full legal names of all Buyers)

SELLER, Kathryn Grace Grier and Todd William Grier, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address Part of Lot 18 Con. 2, Geographic Township of Lansdowne, being Part 1 28R14660

fronting on the West side of County Rd. No. 3

in the Geographic Township of Lansdowne

and having a frontage of 33.813 meters more or less by a depth of 62.0 metres more or less

and legally described as Part of Lot 18 Con. 2, Geographic Township of Lansdowne, being Part 1 28R14660 being part of PIN 44299-0394 (LT)

..... (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Dollars (CDN\$) 8,000.00

Eight Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five hundred Dollars (CDN\$) 500.00

by negotiable cheque payable to Seller's Solicitor "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 ~~xxx~~ /p.m. on the 12th
(Seller/Buyer)

day of August 2016, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 15th day of September

2016. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. ~~Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.: 613-659-3619
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: tkgrier@1000islands.net Email Address: andrew@townshipleeds.on.ca
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. CHATELS INCLUDED: N/A Vacant Land

.....

.....

.....

.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

.....

.....

.....

.....

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A Vacant Land

.....

.....

.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

(included in/in addition to)

INITIALS OF BUYER(S):  **INITIALS OF SELLER(S):** 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20....., (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the Property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) ~~any registered restrictions or covenants that run with the land providing that such are complied with;~~ (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, ~~Listing Brokerage and Co-operating Brokerage~~ shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
- 23. UFFI:** ~~Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple-unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** ~~The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.~~
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) 

(Buyer) 

(Seal) DATE Aug 3rd, 2016

(Witness)

(Buyer)

(Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

(Seal) DATE

(Witness)

(Seller)

(Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of, 20.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

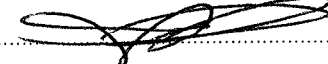
Listing Brokerage Tel.No.(.....)
.....
(Salesperson / Broker Name)
Co-op/Buyer Brokerage Tel.No.(.....)
.....
(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE

(Buyer)  DATE Aug 3rd, 2016

(Seller) DATE

(Buyer) DATE

Address for Service

Address for Service

..... Tel.No.(.....)

..... Tel.No.(.....)

Seller's Lawyer **Harry Clarke**

Buyer's Lawyer **Rolf M. Renz**

Address **Gananoque**

Address **205 Dundas St. East Suite 200, Belleville, ON K8N 5A2**

Email **ppilon@cw-law.org**

Email **rrenz@tmlegal.ca**

(**613**) **382-2112**
Tel.No.

(**613**) **382-8107**
FAX No.

(**613**) **966-2620**
Tel.No.

(**613**) **966-2866**
FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale:

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Schedule A

Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, The Corporation of the Township of Leeds and the Thousand Islands, and

SELLER, Kathryn Grace Grier and Todd William Grier

for the purchase and sale of **Part of Lot 18 Con. 2, Geographic Township of Lansdowne, being Part 1 28R14660**

being Part of PIN 44299-0394 dated the **3rd** day of **August**, 20**16**

Buyer agrees to pay the balance as follows:

1. By way of certified cheque on closing subject to usual adjustments.
2. This Agreement shall be conditional upon the municipal council for the Buyer passing a By-Law authorizing this purchase on or before closing, failing which this Agreement shall be null and void and the Buyer's deposit returned forthwith without interest or deduction.
3. The Sellers covenant and agree that the terms of this Agreement shall remain private and confidential and shall not be disclosed to any third party save and except for the Sellers' legal advisor, without written consent of the Buyer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this day of **October** 20 **16****BUYER, The Corporation of the Township of Leeds and the Thousand Islands**, agrees to purchase from
(Full legal names of all Buyers)**SELLER, Kathryn Grace Grier and Todd William Grier**, the following
(Full legal names of all Sellers)**REAL PROPERTY:**Address **Part of Lot 18 Con. 2, Geographic Township of Lansdowne, being Part 1 28R14660**fronting on the **West** side of **County Rd. No. 3**in the **Geographic Township of Lansdowne**and having a frontage of **33.813 meters** more or less by a depth of **62.0 metres** more or lessand legally described as **Part of Lot 18 Con. 2, Geographic Township of Lansdowne, being Part 1 28R14660 being part of PIN 44299-0394 (LT)** (the "property")
(Legal description of land including easements not described elsewhere)**PURCHASE PRICE:** Dollars (CDN\$) **8,000.00****Eight Thousand** Dollars**DEPOSIT:** Buyer submits **upon acceptance**
(Herewith/Upon Acceptance/as otherwise described in this Agreement)**Five hundred** Dollars (CDN\$) **500.00**

by negotiable cheque payable to **Seller's Solicitor** "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**SCHEDULE(S) A** **attached hereto form(s) part of this Agreement.**

1. IRREVOCABILITY: This offer shall be irrevocable by **Buyer** until **6:00** ~~xxx~~ p.m. on the **1st** day of **November** 20 **16**, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the **17th** day of **November** 20 **16** Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):** 

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. ~~Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address: **andrew@townshipleeds.on.ca**
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. CHATELS INCLUDED: **N/A Vacant Land**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A Vacant Land

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of, 20....., (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its ~~present use~~ (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) ~~any registered restrictions or covenants that run with the land providing that such are complied with;~~ (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, ~~Listing Brokerage and Co-operating Brokerage~~ shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
- 23. UFFI:** ~~Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** ~~The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.~~
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:
The Corporation of Leeds & Thousand Islands

(Witness)

(Buyer)

(Seal)

DATE

(Witness)

(Buyer)

(Seal)

DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)

Kathryn Grace Grier

(Seal)

DATE

(Witness)

(Seller)

Todd William Grier

(Seal)

DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of, 20.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Tel. No. (.....)

(Salesperson / Broker Name)

Co-op/Buyer Brokerage Tel. No. (.....)

(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE

(Seller) DATE

Address for Service

..... Tel. No. (.....)

Seller's Lawyer **Harry Clarke**

Address **Gananoque**

Email **ppilon@cw-law.org**

(613) 382-2112 (613) 382-8107
Tel. No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) DATE

(Buyer) DATE

Address for Service

..... Tel. No. (.....)

Buyer's Lawyer **Rolf M. Renz**

Address **205 Dundas St. East Suite 200, Belleville, ON K8N 5A2**

Email **rrenz@tmlegal.ca**

(613) 966-2620 (613) 966-2866
Tel. No. FAX No.

FOR OFFICE USE ONLY

COMMISSION-TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale;

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission-Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission-Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale:

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



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Schedule A
Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, The Corporation of the Township of Leeds and the Thousand Islands, and

SELLER, Kathryn Grace Grier and Todd William Grier

for the purchase and sale of Part of Lot 18 Con. 2, Geographic Township of Lansdowne, being Part 1 28R14660

being Part of PIN 44299-0394 dated the day of October, 2016

Buyer agrees to pay the balance as follows:

1. By way of certified cheque on closing subject to usual adjustments.
2. This Agreement shall be conditional upon the municipal council for the Buyer passing a By-Law authorizing this purchase on or before closing, failing which this Agreement shall be null and void and the Buyer's deposit returned forthwith without interest or deduction.
3. The Sellers covenant and agree that the terms of this Agreement shall remain private and confidential and shall not be disclosed to any third party save and except for the Sellers' legal advisor, without written consent of the Buyer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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STATEMENT OF ADJUSTMENTS

Vendor: Kathryn Grace Grier and Todd William Grier

Purchaser: The Corporation of the Township of Leeds and the Thousand Islands

Property: Part Lot 18 Lansdowne, Part 1 28R14660,

Adjusted as of: November 17, 2016

[illegible]

E.&O.E.

ESTIMATED FUNDS SUMMARY

RE: The Corporation of the Township of Leeds and the
 Thousand Islands purchase from Grier
 Part Lot 18, Lansdowne,
 Closing Date: November 17, 2016
 Our File No.: 05913

To vendor on closing	\$7,500.00
Ontario Land Transfer Tax	40.00

DISBURSEMENTS:

Not Subject to HST (Agency)

Registration of Deed	\$75.27
----------------------	---------

75.27

75.27

Client to bring in certified cheque payable to
Templeman Menninga LLP, in trust in the amount of:

\$7,615.27

E. & O. E:

Errors & Omissions Excepted

This summary represents our current estimate of the funds required in this transaction and is subject to any errors, omissions or changes determined prior to or at closing.

DIRECTION RE TITLE

TO: Kathryn Grace Grier and Todd William Grier

AND TO: Clarke & Wright Professional Corporation
Barristers and Solicitors

RE: The Corporation of the Township of Leeds and
the Thousand Islands p/f Grier
Part Lot 18, Lansdowne,

I HEREBY AUTHORIZE AND DIRECT you to engross the deed or transfer with respect to the above transaction as follows:

THE CORPORATION OF THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS

Address for service:

1233 Prince St.
Lansdowne, ON K0E 1L0

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

UNDERTAKING TO READJUST

IN CONSIDERATION of and notwithstanding the closing of the above transaction, the undersigned hereby undertakes to readjust the statement of adjustments after closing should the same be found to contain any errors or omissions, forthwith upon written demand.

DATED at Lansdowne, this day of November, 2016.

THE CORPORATION OF THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS

Per: _____
Name: Joe Baptista
Title: Mayor

Per: _____
Name: Vanessa Latimer
Title: Clerk

**HARMONIZED SALES TAX
CERTIFICATE AND INDEMNITY**

TO: Kathryn Grace Grier and Todd William Grier (the “Vendor”)

AND TO: Harry Charles John Clarke, their solicitor herein

RE: Purchase by The Corporation of the Township of Leeds and the Thousand Islands (the “Purchaser”) of Vacant Land, Part Lot18, Lansdowne, Ontario Part 1 28R14660 (the “Property”)

IN CONSIDERATION OF and notwithstanding the closing of the above-noted transaction, the undersigned hereby covenants and agrees that with respect to harmonized sales tax (“HST”) payable pursuant to the Excise Tax Act Canada (the “Act”) by reason of the sale of the Property:

1. The Purchaser agrees on their own behalf that, having paid or agreed to pay the consideration for the Property, and are liable for the payment of and hereby covenant to self-assess, file returns, report and remit, if applicable, any HST owing on the sale of the Interest to the Receiver General to the extent required by the Act.
2. The undersigned are HST registrants under the Act under Registration No. 887073419 RT0001, which registrations have not been withdrawn or revoked.
3. If the Purchaser is not purchasing the Property as principal for their own account, then the interests not being purchased by the Purchaser as principals are being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another person(s) each of whom is a registrant under the Act;
4. The undersigned and all other beneficially interested parties shall file returns, report and remit, if applicable, any HST owing on the above noted sale to the Receiver General to the extent required by the Act;
5. The Purchaser on their own behalf and on behalf of all other beneficially interested parties shall indemnify and save harmless the Vendor from any HST, penalty, costs, interest or other amount which may be payable by or assessed against the Vendor under the Act as a result of or in connection with the Vendor’s failure to collect and remit any HST applicable in this transaction or as a result of any failure by the Purchasers to comply with the provisions of this Certificate and Undertaking.

DATED at Lansdowne this day of November, 2016.

THE CORPORATION OF THE TOWNSHIP
OF LEEDS AND THE THOUSAND
ISLANDS

Per: _____
Name: Joe Baptista
Title: Mayor

Per: _____
Name: Vanessa Latimer
Title: Clerk

ACKNOWLEDGEMENT AND DIRECTION

TO: ROLF M. RENZ

AND TO: Templeman Menninga LLP
Barristers & Solicitors

RE: The Corporation of the Township of Leeds and the Thousand Islands purchase from Grier
Part Lot 18, Lansdowne,
File No.: 05913

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgment and Direction and in the document described below (The "Document"), and that this information is accurate:
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on our behalf the Document in the form attached.
- The effect of the Document has been fully explained to the undersigned, and the undersigned understand that the undersigned am party to and bound by the terms and provisions of the Document to the same extent as if the undersigned had signed them;
- I/We am/are in fact the party named in the Document and the undersigned have not misrepresented our identity to you;

DESCRIPTION OF ELECTRONIC DOCUMENT

The Document described in the Acknowledgment and Direction is the document named below which is attached hereto as "Document in Preparation" and is:

X Transfer

DATED at Lansdowne, this day of November, 2016.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWNSHIP OF LEEDS
AND THE THOUSAND ISLANDS

Per: _____
Name: Joe Baptista
Title: Mayor

Per: _____
Name: Vanessa Latimer
Title: Clerk

Properties			
PIN	44299 - 0394 LT	Interest/Estate	Fee Simple ☒ Split
Description	PT LT 18 CON 2 LANSDOWNE BEING PT 1 28R14660 TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS		
Address	LANSDOWNE		

Consideration	
Consideration	\$ 8,000.00

Transferor(s)	
The transferor(s) hereby transfers the land to the transferee(s).	
Name	GRIER, KATHRYN GRACE Acting as an individual
Address for Service	c/o Harry Charles John Clarke, Clarke & Wright Professional Corporation, Barristers and Solicitors, 280 King Street East Gananoque, Ontario K7G 1G5
I am at least 18 years of age.	
Todd William Grier and I are spouses of one another and are both parties to this document	
This document is not authorized under Power of Attorney by this party.	

Name	GRIER, TODD WILLIAM Acting as an individual
Address for Service	c/o Harry Charles John Clarke, Clarke & Wright Professional Corporation, Barristers and Solicitors, 280 King Street East Gananoque, Ontario K7G 1G5
I am at least 18 years of age.	
Kathryn Grace Grier and I are spouses of one another and are both parties to this document	
This document is not authorized under Power of Attorney by this party.	

Transferee(s)	Capacity	Share
Name	THE CORPORATION OF THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS Acting as a company	
Address for Service	1233 Prince St., Lansdowne, ON, K0E 1L0	

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Calculated Taxes	
Provincial Land Transfer Tax	\$40.00

This document has not been submitted and may be incomplete.

File Number

Transferee Client File Number : 05913

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 44299 - 0394 PT LT 18 CON 2 LANSDOWNE BEING PT 1 28R14660 TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS

BY: GRIER, KATHRYN GRACE
GRIER, TODD WILLIAM
TO: THE CORPORATION OF THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS (all PINs)

1. JOE BAPTISTA, MAYOR AND VANESSA LATIMER, CLERK

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for described in paragraph(s) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS described in paragraph(s) (C) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	8,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	8,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	8,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 28 Registration No. Date:
B. Property(s): PIN 44299 - 0394 Address Assessment -
LANSDOWNE Roll No
C. Address for Service: 1233 Prince St., Lansdowne, ON, K0E
1L0
D. (i) Last Conveyance(s): PIN 44299 - 0394 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known

Appendix E
MOECC Correspondence



MEMORANDUM

09 June 2015

TO: Nathalie Matthews
Senior Environmental Officer
Kingston District Office
Eastern Region

FROM: Sarah Baxter
Environmental Scientist
Technical Support Section
Eastern Region

Victor Castro
Surface Water Scientist
Technical Support Section
Eastern Region

RE: Reynolds Road Dump (Closed)
Surface Water Sampling Results
Township of Leeds and the Thousand Islands, United Counties of Leeds
and Grenville
Provisional Environmental Compliance Approval #A442001

I have reviewed the analytical results from the surface water sampling conducted at the Reynolds Road Dump (Closed) on December 18, 2014 and March 31, 2015 and provide the following comments, relative to surface water impact concerns, for your consideration.

Background

The Reynolds Road Dump (Closed) is located on the west side of Reynolds Road, Lot 18, Concession 2 in the geographic Township of Lansdowne. The site is licenced under Environmental Compliance Approval #A442001 and is owned by the Corporation of the Township of Leeds and the Thousand Islands (formerly the Township of Front of Leeds & Lansdowne). The licenced landfill area was approximately 2 acres (0.8 hectares). The waste disposed of at the site included approximately 95% domestic waste and 5% other waste such as brush, appliances and car parts.

The site was closed on November 25, 1971 and the final inspection completed on September 8, 1972. It is my understanding that the dump was closed due to poor location and compliance issues such as rat infestations and inappropriate open air burning. No formal closure plan was submitted to the Ministry and no environmental monitoring program is conducted at the site.

Site Description

The Reynolds Road dump is located in an area of bedrock ridges with regional drainage towards the St. Lawrence River. Surface water drainage from the site occurs via overland flow to an unnamed creek that originates from the northeast side of Reynolds Road and flows southwest through a small wetland, along the toe of the landfill and towards Knights Creek (which eventually drains to the St. Lawrence River).

Bedrock and soils mapping indicate that the site is located on Precambrian bedrock and glaciolacustrine deposits. More specifically, the surficial overburden is primarily silty clay and the bedrock beneath is igneous rock (mainly granitic).

During both site visits, it was observed that the waste mound was overgrown with vegetation, particularly large staghorn sumac bushes. A great deal of scrap metal (including appliances and car parts) and tires were exposed along the toe of the dump and were also located in the unnamed creek.

Surface Water Monitoring

On December 18, 2014 I visited the site with Senior Environmental Officer Nathalie Matthews and Mr. Andrew Day, Environmental Geoscientist with the Township of Leeds and the Thousand Islands. Surface water samples were collected at five locations:

- SW-1 – unnamed creek, upstream of the dump
- SW-2 – small tributary to the unnamed creek, upstream of the dump and downstream of the neighbouring recycled asphalt pile
- SW-3 – unnamed creek, along the northwest toe of the dump
- SW-4 – unnamed creek, along the western toe of the dump at a seep
- SW-5 – unnamed creek, approximately 250 metres downstream of the dump

SW-1 was located in a marshy area on the northeast side of Reynolds Road to provide a background surface water sample. The surface water station was located approximately 250 metres from the road to avoid any impacts from road salting activities.

SW-2 was situated in a very small, shallow tributary that runs adjacent to a recycled asphalt pile, located immediately north of the fill area. According to Mr. Day, waste may have historically been deposited there. The intent of this sampling station was to characterize any contamination originating from this neighbouring property.

SW-3 and SW-4 were located along the toe of the landfill in order to detect leachate entering surface water. SW-4 was collected in an area of iron staining and visible sheen on the water to best characterize the seep constituents.

SW-5 was located downstream of the mound to assess if downstream and offsite surface water was impacted by the dump.

I revisited the site on March 31, 2015 to conduct a second sampling event with Nathalie Matthews and Mr. Shawn Trimper of the Ministry of the Environment and Climate Change (MOECC) groundwater unit. Samples were collected from the same stations as in December (SW-1 to SW-5).

A final site visit was conducted on June 2, 2015 with Mr. Victor Castro, MOECC surface water scientist, for a final sampling event. However, surface water was not flowing at some of the stations so sampling was not conducted.

Surface Water Impact Assessment

Benzene, Toluene, Ethylbenzene and Xylenes (BTEX), other Volatile Organic Compounds (VOCs), Petroleum Hydrocarbon (PHC) Fractions (F1-F4) and Polycyclic Aromatic Hydrocarbons (PAHs) were not detected at any sampling station during either sampling event. This suggests that the sheen observed at SW-4 may be natural in origin.

Cadmium exceeded its respective Provincial Water Quality Objectives (PWQOs) at the toe and downstream of the dump (SW3-SW5) in December and March, however cadmium concentrations are similarly elevated at background station SW-1 and were greatest at SW-2. Iron exceeded its PWQO at all monitoring stations (except for SW-1 in March), with concentrations greatest at SW-2, SW-4 and SW-5. When high levels of iron are present, naturally occurring iron bacteria can produce a brownish-red precipitate and sheen on the water's surface via oxidation. Considering PHCs were not detected at SW-4, it is likely that the sheen is the result of high iron and its oxidation by the iron bacteria.

Several typical leachate parameters were elevated above background at SW-2, SW-3, SW-4 and SW-5 including chloride, sulphate, total dissolved solids (TDS), conductivity, alkalinity, ammonia, barium, calcium, potassium, magnesium, manganese, sodium and hardness. Several other metals (e.g. cobalt, copper, tin, strontium, titanium, vanadium and zinc) were also elevated above background at all other monitoring stations.

Leachate and metal concentrations were greatest at SW-2 and continued to decline with distance downstream.

Conclusions and Recommendations

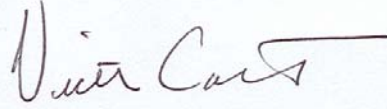
1. Surface water southwest and downstream of the Reynolds Road dump is being impacted by landfill leachate and possibly the property north of the site. Shawn Trimper has indicated that groundwater is likely discharging to surface water in the vicinity of the mound. As well, contamination inputs to the unnamed creek may be the result of potential historic landfilling activities and/or the storage of the recycled asphalt near SW-2.
2. Although most leachate and metal concentrations are elevated above background at the toe of the landfill and downstream, many of the parameter concentrations are still within the range characteristic of natural surface waters and/or are not at concentrations that are likely to cause impairment to surface water.
3. The seep observed at SW-4 is likely an aesthetic concern.
4. It is my understanding that the Township has already cleared most of the waste out of the creek bed and that they are going to continue to improve the site by removing more protruding garbage from the sides of the mound, removing excess vegetation, adding additional cover and diverting the creek so that it does not come in close contact with the toe of the dump. The Township should obtain all approvals required to complete this work and ensure that surface water quality is not impaired while working near the creek.

5. Considering no adverse effect to surface water has been detected at the dump, and that improvements to the site have been proposed by the Township, the establishment of a surface water monitoring program at the site is not required at this time.

If you have any questions regarding the above, I would be pleased to discuss them with you.



Sarah Baxter
SB/sh



Victor Castro

ec: Victor Castro
Shawn Trimper
Greg Faaren (Acting Supervisor)
Peter Taylor

c: File SW LG 03 06 (Reynolds Road Dump (Closed))



MEMORANDUM

July 8, 2016

TO: Nathalie Matthews
Senior Environmental Officer
Kingston District Office
Eastern Region

FROM: Shawn Trimper
Hydrogeologist
Technical Support Section
Eastern Region

RE: Groundwater Assessment
Reynolds Road (closed) Dump
Part of Lot 18, Concession II, Geographic Township of Front of
Lansdowne
Township of Leeds and the Thousand Islands
(Environmental Compliance Approval No. A442003)

Purpose

The Ministry of Environment and Climate Change (MOECC) Kingston District Office (KDO) provided the report titled "Groundwater Assessment, Reynolds Road Dump, Environmental Compliance Approval (ECA) No. A442001" completed by Andrew Day (P. Geo.) of the Township of Leeds and the Thousand Islands and dated June 2016. The current report has been provided to detail groundwater investigations at the site conducted in response to a request from the MOECC to assess leachate at the site and determine appropriate management and monitoring requirements for the site. I have reviewed the report and provide the following comments with respect to hydrogeologically related sections of the report for your consideration.

Background

The Reynolds Road (closed) Dump is located approximately 1.3 kilometers north of Highway 401 on the west side of Reynolds Road (County Road 3). The site is licensed under ECA No. A442001. The site stopped receiving waste in circa 1971. The site is reported to be approximately 0.8 hectares in size with a waste fill area of approximately 0.4 hectares. The waste received at the site is reported to have consisted of approximately 95% domestic waste and 5% "other" (i.e. brush, appliances, and car parts). Environmental monitoring program has not been conducted at the site and formal closure activities (i.e. application of final cover) were not completed; however, the MOECC Surface Water Unit conducted surface water sampling at and surrounding the site in 2014 and 2015.

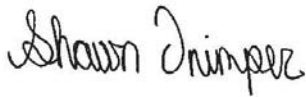
Groundwater Assessment

The activities and report are generally summarized as follows:

- Various site closure activities (re-grading, surveying, drainage improvements, final cover application) were conducted at the site in 2015 and are documented in the report.
- Two (2) monitoring wells were installed in the waste mound in April 2016 and were completed into the overburden unit consisting of silty clay.
- Groundwater sampling (elevation and quality) was conducted in May of 2016 from both monitoring wells.
- Groundwater samples were submitted for a suite of parameters consisting of: petroleum hydrocarbons (PHCs), polycyclic aromatic hydrocarbons (PAHs), metals, volatile organic compounds (VOCs), and various nutrients and general chemical parameters.
- Groundwater quality was compared to MOECC Ontario Drinking Water Standards, Objectives, and Guidelines (ODWSOG), and to Table 2 Site Condition Standards (SCS) from the document "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" (MOECC, 2011).
- Exceedances of the Table 2 SCS were reported for: PAHs (numerous); PHC fractions F2 and F3; and, vanadium.
- Exceedances of ODWSOG were reported for PAHs (benzo[a]pyrene, dissolved organic carbon (DOC), and total dissolved solids (TDS).
- It is reported that the nearest drinking water well is located over 300 metres from the site. Water supply in the area is generally obtained from the bedrock unit and the site is not expected to be impacting existing domestic supply wells.
- It is reported that a bedrock spring is located approximately 100 metres south of the site and has been formerly used as a source of domestic water supply. The spring was not investigated as part of the current investigation since it is located on private land and access was not granted by the owner.
- It was recommended that groundwater sampling be conducted on two additional occasions in 2016. The recommended analytical parameters were those previously analyzed with the exception of PHC F1 and VOCs.
- It is acknowledged that leachate impacts are not delineated; however, a 200 metre set back provision has been recommended to prevent anyone making use of groundwater.
- A portion of the fill area is located on privately owned land and it is reported that this land will be acquired and the site will be registered on title.

Conclusions & Recommendations

- I recommend that groundwater monitoring be conducted on two additional occasions (as recommended), prior to making any formal conclusions regarding leachate quality at the site or appropriate management and monitoring requirements. Groundwater sampling should be conducted for all parameters previously assessed; however, given that the June 2016 monitoring event is expected to have already been conducted, PHC F1 and VOCs should be included in the fall monitoring program.
- The results of the 2016 monitoring program should be provided to the MOECC in the form of a report complete with interpretations and recommendations regarding ongoing site management and monitoring. The report should be reviewed by the MOECC Groundwater and Surface Water Units.



Shawn Trimper, P.Eng.
SAT/dv

ec: Peter Taylor
Greg Faaren
Roberto Sacilotto

c: Sarah Baxter
File GW LG LT 01 03 C2 (Reynolds Road Dump; ECA#A442003)
SAT/ IDS # 6681-AB5PUF

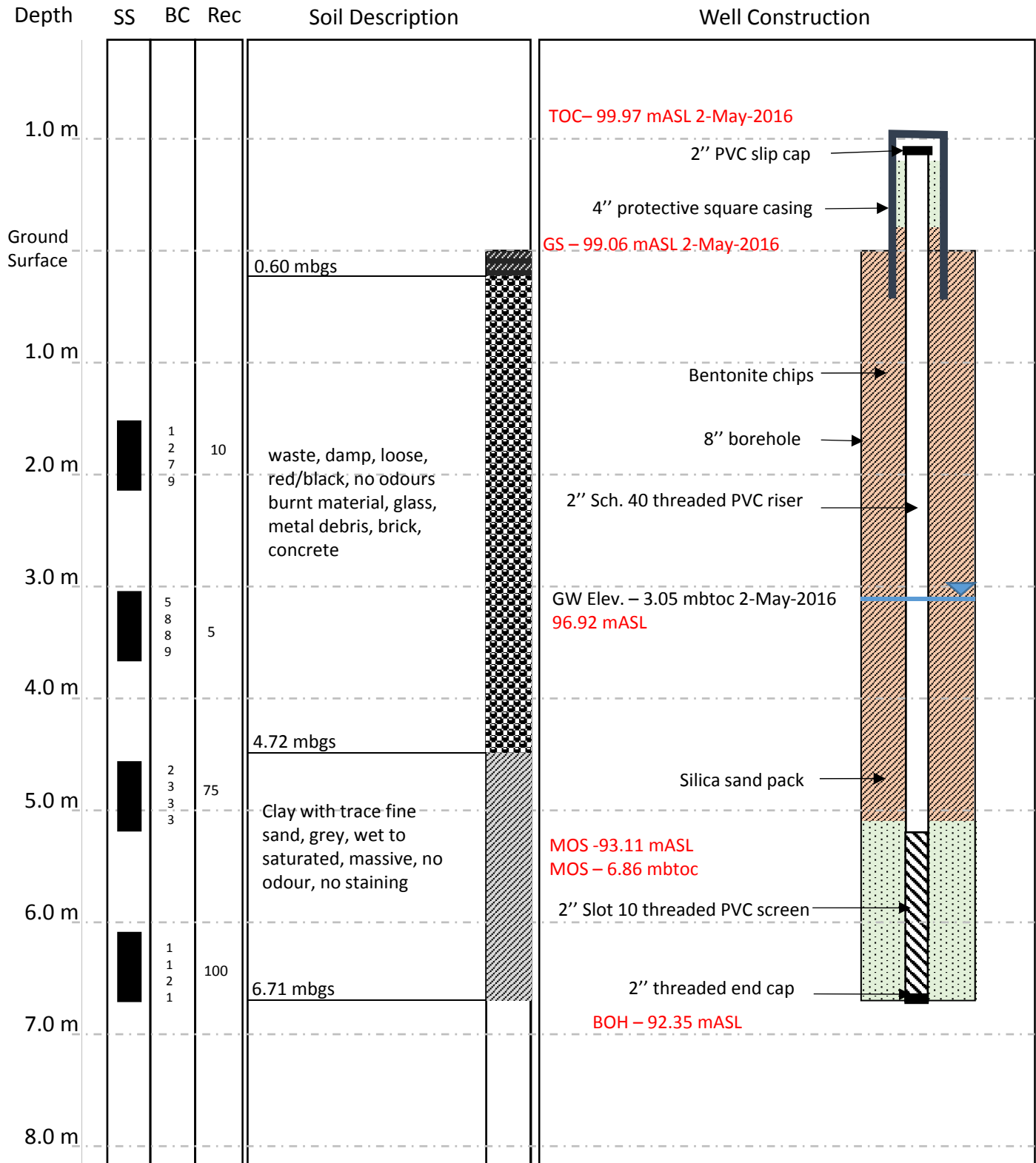
Appendix F

Borehole Logs

TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS

Drilling Date: 27-Apr-2016
Drill Method: Hollow Stem Auger
Driller: Aardvark Drilling
Logger: A. Day

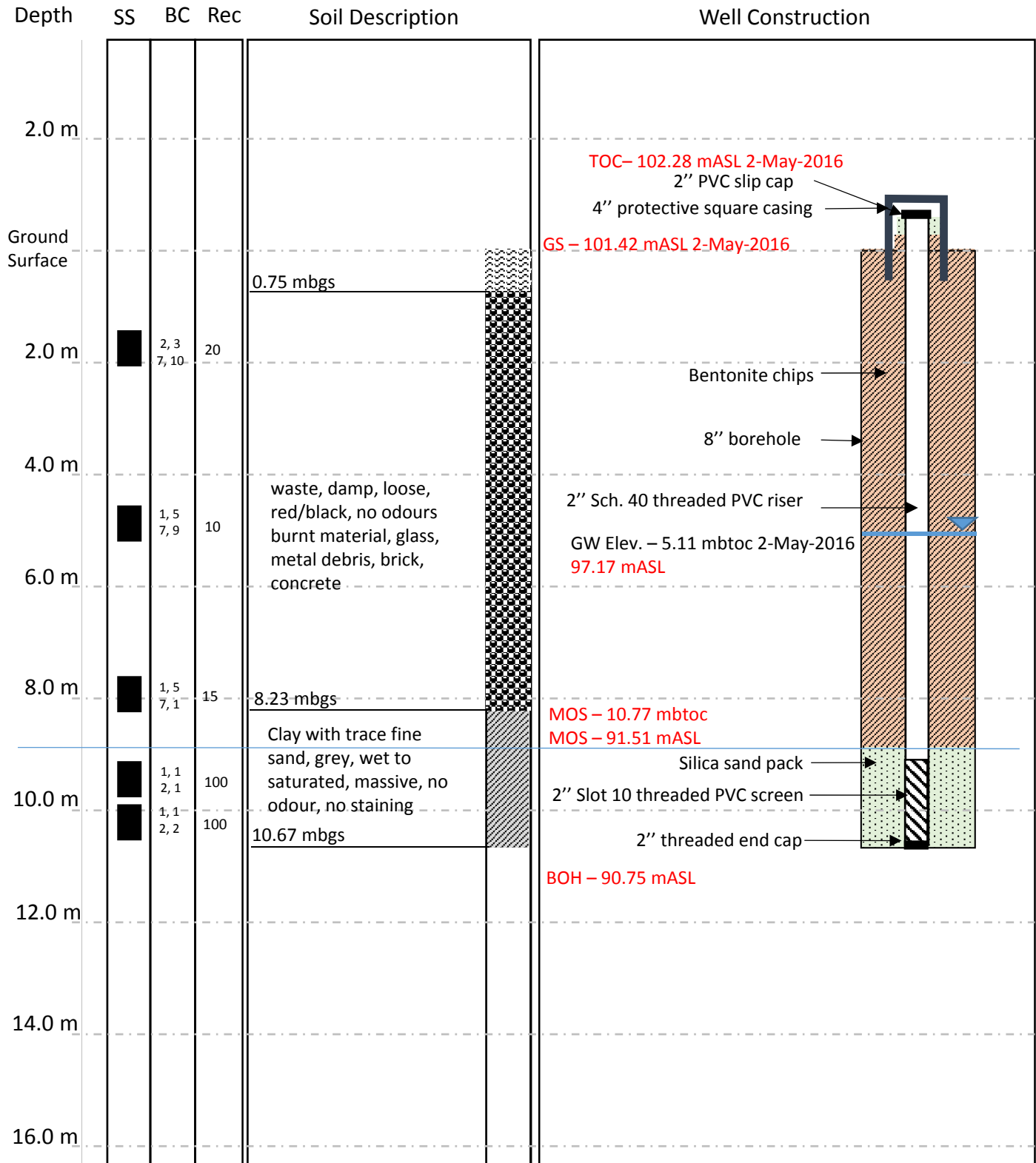
Project: Reynolds Road Dump
Borehole: MW1
TOC Elevation: 99.97 mASL
Easting: 0419160
Northing: 4915430
Well Tag: A175197 (cluster C24081)



TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS

Drilling Date: 27-Apr-2016
 Drill Method: Hollow Stem Auger
 Driller: Aardvark Drilling
 Logger: A. Day

Project: Reynolds Road Dump
 Borehole: MW2
 TOC Elevation: 102.28 mASL
 Easting: 0419143
 Northing: 4915404
 Well Tag: A175197 (cluster C24081)



Appendix G
Property Survey Showing FBAL

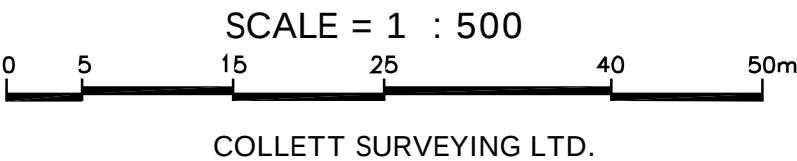
SURVEY INTEGRATION NOTES:

1. THE INFORMATION PROVIDED ON THIS SURVEY COMPLETE WITH SECTION 14(1) & (2) SUCH THAT THE COORDINATES ARE ACCURATE, AT THE 95% CONFIDENCE LEVEL, TO 1.0 METRES IN REMOTE AREAS.
2. COORDINATES HAVE BEEN DIRECTLY OBSERVED USING GPS;
- REAL TIME NETWORK (RTN) COORDINATES FROM SOKKIA NETWORK
3. DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.9996646800.

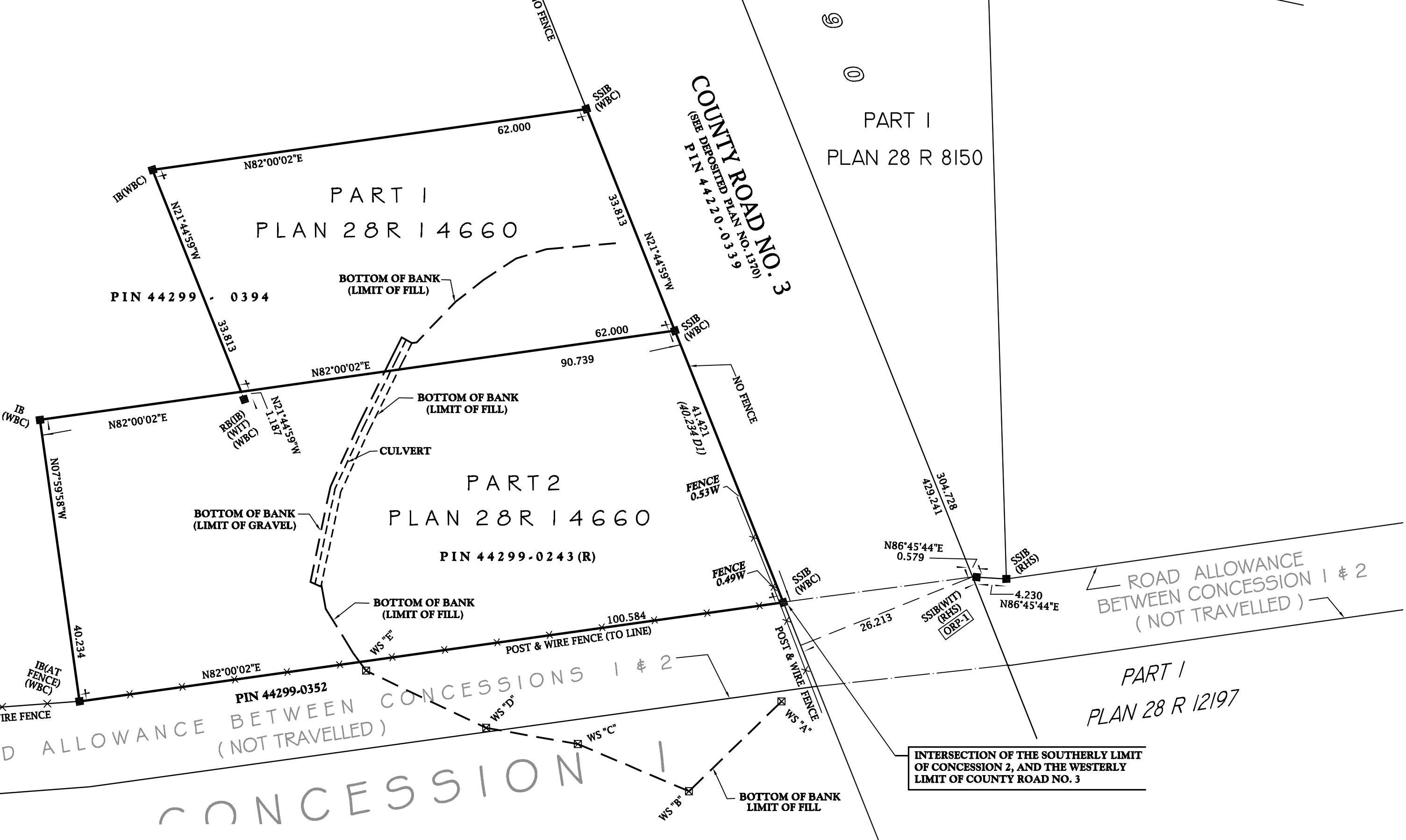
SURVEY NOTES:

1. BEARINGS ARE UTM GRID DERIVED FROM GPS - PRECISE POINT POSITIONING (PPP) OBSERVATIONS ON MONUMENTS ORP-1 AND ORP-2, HAVING A GRID BEARING OF N21°49'11"W, NAD83 (CSRS 1997.0) AND ARE REFERRED TO THE CENTRAL MERIDIAN IN UTM ZONE 18 (75°W).
2. SHORT STANDARD IRON BAR(S) (SSIB) WERE USED DUE TO INSUFFICIENT OVERBURDEN.
3. DISTANCES AND COORDINATES ILLUSTRATED ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

PLAN OF SURVEY
SITE PLAN
PART OF LOT 18
CONCESSION 2
GEOGRAPHIC TOWNSHIP OF LANSDOWNE
TOWNSHIP OF LEEDS AND
THE THOUSAND ISLANDS
COUNTY OF LEEDS



PIN 44299 - 0394



BEARINGS ARE UTM GRID DERIVED FROM GPS - PRECISE POINT POSITIONING (PPP) OBSERVATIONS. FOR BEARING COMPARISONS A ROTATION FACTOR WAS APPLIED TO CONVERT TO UTM BEARINGS, AS NOTED BELOW.

PLAN ID.	BEARING ROTATION	DIRECTION
P1	N/A	GRID BEARINGS

ALL COORDINATES ARE IN METRES, ARE RELATED TO UTM ZONE 18 (75°W LONGITUDE) NAD83 CSRS AND HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF A REMOTE AREA AT A 95% CONFIDENCE LEVEL. OBSERVED REFERENCE POINT (ORP) OR SPECIFIED CONTROL POINT (SCP)

POINT ID.	POINT DESC.	NORTHING (N)	EASTING (E)
ORP #1	SSIB (RHS)	4915400.317	419213.143
ORP #2	SIB (RHS)	4915798.901	419053.562

THE COORDINATE(S) ILLUSTRATED CANNOT, THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LEGEND

☐	DENOTES PLANTED MONUMENT	RB	DENOTES ROCK BAR
☒	DENOTES FOUND MONUMENT	CC	DENOTES CUT CROSS
SIB	DENOTES STANDARD IRON BAR	IP	DENOTES IRON PIPE
SSIB	DENOTES SHORT STANDARD IRON BAR	WIT	DENOTES WITNESS
IB	DENOTES IRON BAR	FN	DENOTES FIELD NOTES
CM	DENOTES CONCRETE MONUMENT	-X-	DENOTES FENCE
WS	DENOTES WOOD STAKE	Ø	DENOTES ROUND
☒	DENOTES WOOD STAKE		

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT, THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 10TH DAY OF APRIL, 2017.

2017.

W. B. COLLETT
ONTARIO LAND SURVEYOR

COLLETT SURVEYING LTD. ONTARIO LAND SURVEYORS			
SUITE #205, 51 KING ST. E. - BROCKVILLE, ONTARIO - K6V 1A8			
TEL. 613-342-2611 OR 1-800-267-4433			
E-MAIL : ols@collettsurveying.on.ca			
VISIT OUR WEB SITE AT WWW.COLLETTSURVEYING.ON.CA			
MAP CHECK W.B.C.	PTY. CH. J.G.	DRN. BY J.G.	FILE NO. 9014.1 MSP