



LOOPSTRA NIXON LLP

BARRISTERS AND SOLICITORS

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July 21, 2015

VIA EMAIL

MILLER THOMSON LLP
Barristers and Solicitors
60 Columbia Way
Suite 600
Markham, Ontario
L3R 0C9

Attention: John Tidball

Dear Mr. Tidball:

RE: Remediation Plan for Soil at the Greenbank Airways Fill Site

We acknowledge receipt of the Remediation Plan submitted by D.L. Services Inc. ("DLS") dated June 8, 2015 as clarified by DLS on June 29, 2015 and commented on by Golder Associates Ltd. ("Golder") on July 8, 2015.



We also acknowledge receipt of Mr. Tidball's correspondence dated July 2, 2015. The Township acknowledges that the owner, 2307880 Ontario Inc. ("Greenbank") has agreed to undertake remediation of the Greenbank Airport property at 1140 Highway 47 East, in the Township of Scugog ("Site") to comply with the terms and conditions of the Site Alteration Agreement dated September 12, 2012 ("SAA") and the Site Alteration By-law #5210, as amended, ("SAB") in order to address the issues raised in our letters dated April 23, 2015 and May 27, 2015.

The Township will permit site alteration of the Site for the limited purpose of permitting Greenbank to remediate contaminated fill and remove prohibited fill from the site and adjacent lands on the following conditions:

1. Prior environmental investigations, including an independent investigation conducted by the Township, identified prohibited materials and contaminants of concern in the stockpiled fill materials at concentrations that are above the applicable soil criteria. The remediation plan targets 31 separate locations in the stockpile. At one location that is difficult to access, the property owner intends to inject amendments into the soil to attempt to degrade the contaminants. At the remaining 30 locations, excavation will be used to remove the soil at each location where contamination was previously found. Excavated soil will be placed in temporary



stockpiles and testing of each stockpile will be completed to determine whether it can be either used as backfill or removed from the Site to an appropriate disposal facility. At each of remediation locations, soil testing will be conducted by a Qualified Person to confirm that all contaminated fill has been removed.

2. Greenbank shall control storm water runoff and erosion of the fill materials and maintain appropriate dust and noise controls.
3. **The Township will be entitled to monitor all aspects of the remediation plan and independently conduct soil testing to verify that the remaining imported soil meets the applicable soil criteria and does not contain prohibited materials.**
4. All fill shall be removed from the areas outside of the approved fill limits and relocated in accordance with the approved fill plan. The areas where prohibited fill has been deposited shall be restored with topsoil and vegetation. 
4. Greenbank shall indemnify the Township for its costs to independently investigate groundwater conditions or, alternatively, provide a groundwater investigation report as per our letter of April 23, 2015 that is completed to the satisfaction of the Township of Scugog.
5. Greenbank shall fully comply with the 2012 Genivar Storm Water Management Plan and  provide certification by a Professional Engineer that the same has been implemented as designed. In addition, Greenbank shall retain a Professional Engineer to design and certify the implementation of additional storm water management and erosion control measures to control discharge quantity and quality from the north side of the Site and identify any additional storm water management and erosion control measures that may be appropriate considering that: a) contaminated soil stockpiles will be present during the remediation program; and b) the recent instability of the existing side-slopes of the fill materials.
6. Greenbank shall provide the Township with ongoing reporting on the progress of remediation program, including:
 - a. Descriptions of work completed at each remediation area, including quantities of soil removed, number of field screening and confirmatory samples, disposition of excavated material (to be provided weekly, by Tuesday of the following week, in a format acceptable to the Township);
 - b. Following each precipitation event, provide a report describing the operations and maintenance activities conducted in accordance with the 2012 Storm Water Management Plan, including supplementary operations and maintenance activities that may be identified as per Item 2 above) conducted following that precipitation event (to be provided within five business days); and
 - c. **Approval and direction to the analytical laboratory to directly provide all analytical results to the Township in an electronic format as directed by the Township's consultant.**
7. **Greenbank shall provide the Township with at least three days advance notice of activities conducted at the Site for the purpose of enabling the Township to schedule the attendance of the Township's consultant.**
8. Greenbank shall forthwith fully indemnify the Township for its legal and consulting costs incurred in enforcing its rights pursuant to the SAA and SAB, and thereafter shall indemnify the Township for its legal and consulting costs incurred by the Township within 30 days of being billed for the same by the Township. As of June 19, 2015 the Township has incurred \$73,148 for investigative



and reporting by Golder, and as of June 30, 2015 the Township has incurred \$46,181.85 in legal costs.

9. Soil quality at the site must satisfy the Ministry of the Environment and Climate Change Table 2 generic site condition standards. All soil sampling completed for the purposes of confirmatory sample collection, including excavations, in situ treatment areas, and stockpiled fill materials (as described in the Revised Remediation Plan) to be used as clean backfill must include the collection of field screening samples, with samples representative of the potential "worst-case" conditions to be submitted for laboratory analysis. Samples must not be collected from the surface of a stockpile.

10. Greenbank shall forthwith provide payment to the Township in the amount of \$149,834 for unpaid fees based on the reported importation of 1,010,373 cubic metres of fill. The Township reserves its right to further verification and adjustment for the actual quantities of fill brought on Site as per our letter dated May 27, 2015.

11. The Township reserves its right to conduct any further independent investigations of fill quality at any time that it deems necessary to fulfill its regulatory obligation to ensure that the quality of fill remaining at the Site meets all applicable standards, the SAA and the SAB.

Nothing in this conditional approval to conduct site remediation shall be construed as the Township's waiver of any of the provisions, terms and conditions of the SAA and the SAB and the requirements set forth in our correspondence of April 23, 2015 and May 27, 2015.

Yours very truly,

LOOPSTRA NIXON LLP

Per:

C. M. Loopstra

CML/krs

Encl.

cc. Mayor Rowett
C. Harris
G. Smith
E. Hood