



September 23, 2024

The Corporation of the Municipality of St. Charles
2 King Street East, PO Box 70
St. Charles, Ontario P0M 2W0

E-mail: publicworks@stcharlesontario.ca

Attention: Michelle Clark
Operations Director

Re: Proposal for Waste Management Strategies and Design
St. Charles Waste Disposal Site, St. Charles, Ontario
Pinchin File: 335248.001

Pinchin Ltd. (Pinchin) is pleased to provide The Corporation of the Municipality of St. Charles (Client) with the following proposal to provide Waste Management Strategies and Design (the Study) for the above-noted property (Site).

It is Pinchin's understanding that the Study would allow the Client to implement waste management changes to the current landfill operation in support of environmental due diligence requirements in relation to the on-going operation of the Site. The waste management strategies will also provide alternative approaches and options to the Client to help optimize the operation of the Site for waste disposal/placement, as well as waste diversion and re-use initiatives.

1.0 BACKGROUND

The Site is owned by the Corporation of the Municipality of St. Charles and has been in operation since approximately 1973. The Site is operated under Ministry of the Environment, Conservation and Parks (MECP) Environmental Certificate of Approval (ECA) Number A541302, last amended on October 3, 2014. The Site is approved for the use of 32.4 hectares (ha) as a waste disposal and transfer site within a total Site area of 45.87 ha.

The Site is operated as an area fill (progressive slope) method landfill. The ECA for the Site allows for a maximum waste capacity of 383,500 cubic meters (m³). A Development and Operations Plan (D&O Plan) has been prepared for the Site, authored by WESA, a Division of BluMetric Environmental Inc. (WESA) dated May 2014 which predates the dated D&O Plan listed in Schedule A items 5 and 6 in the ECA for the Site. The D&O Plan addresses the existing fill area for the Site, as well as proposes a design for additional development of the Site to progress towards the south of the active waste disposal area.



2.0 SCOPE OF WORK

The scope of work for the Study will include the following:

- Pinchin will provide a review of the current operations at the Site, including the following:
 - The current operations for waste disposal and waste placement at the active tipping face and the active waste disposal cell, including daily and interim cover practices;
 - The current operations for the waste diversion streams including clean wood and brush, scrap metals, electronics, white goods and tires;
 - The roles & responsibilities of the Site Attendant;
 - The tipping fee schedule for the Site; and
 - The current Site layout.
- Pinchin will complete a review of the current WESA D&O Plan for the Site and any other additional documents prepared for the Site to identify any inconsistencies pertaining to the Site's design and operations;
- Pinchin will provide options and recommendations for the best management practices to be implemented for the most effective and efficient development of the Site; and
- Pinchin will utilize the most recent topographic data to develop a proposed/conceptual waste management design for the public front-facing components at the Site (i.e., public drop-off locations for waste and diversion items).

3.0 ESTIMATED COSTS

The estimated cost to implement the Study detailed above will be \$8,510.00 (excluding all applicable taxes).

Pinchin reserves the right to modify the work program; however, no budgetary changes will be made without notification and consent from the Client. Pinchin will utilize our Standard Rates and Disbursement Schedule for such additional costs. The estimated cost presented is for the proposed scope of work as outlined herein and does not include preparing a revised D&O Plan report, additional Client meetings, obtaining municipal or other required permits, preparation of proposals/cost estimates for follow-up work or remediation activities, or additional work beyond the scope of work and assumes that work will be completed during the regular business hours of 8 AM to 5 PM, Monday through Friday.

The proposed work is offered subject to the Terms and Conditions given in the Authorization to Proceed, Limitation of Liability and Terms of Engagement contract form (attached as Appendix I).



Payment Methods Accepted by Pinchin

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

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

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

4.0 CLOSING

We trust that the information provided herein is sufficient for the Client to evaluate Pinchin’s proposal. To authorize Pinchin to initiate the activities, please sign and date the attached Authorization to Proceed, Limitation of Liability and Terms of Engagement (Appendix I) and e-mail an electronic (pdf) copy of the executed Authorization to Proceed, Limitation of Liability and Terms of Engagement to Tim McBride at tmcbride@pinchin.com. If you have any questions, or require additional information, please do not hesitate to contact the undersigned.



Proposal for Waste Management Strategies and Design

St. Charles Waste Disposal Site, St. Charles, Ontario

The Corporation of the Municipality of St. Charles

September 23, 2024

Pinchin File: 335248.001

We look forward to working with you on this assignment.

Sincerely,

Pinchin Ltd.

Prepared by:

Reviewed by:

Alana Valle, B.Eng., EIT
Project Manager

Tim McBride, B.Sc., P.Geo., QP_{ESA}
Practice Specialist – Hydrogeology
Director, Landfill and Municipal Services
705.521.0560

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

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Template: Phase II ESA Stage II PSI Proposal Template, EDR, June 19, 2024

APPENDIX I

Authorization to Proceed, Limitation of Liability and Terms of Engagement



Authorization to Proceed, Limitation of Liability & Terms of Engagement

Date: September 23, 2024	Pinchin Project Name: Waste Management Strategies & Design	
Client: The Corporation of the Municipality of St. Charles	Pinchin Project Number: 335248.001	Project Value: \$8,510.00 (plus applicable taxes)
Site Address: St Charles Landfill Site, St. Charles, Ontario	Pinchin Project Manager: Alana Valle	
	Pinchin Project Manager e-mail: avalle@pinchin.com	

This confirms The Corporation of the Municipality of St. Charles (Client) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal dated September 23, 2024, for a value of \$8,510.00 (plus applicable taxes). The proposal (if any) and the terms of this Authorization to Proceed, Limitation of Liability and Terms of Engagement constitute the entire agreement between Pinchin and Client.

Terms and Conditions

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



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

Acceptance Authorizes:

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

It is understood that Client will be liable for all additional costs incurred by Pinchin in the performance of the proposed work caused by changes to the terms, delays, postponements or cancellations or other unseen or unknown conditions that are beyond the control of Pinchin including, without limitation, delays caused by failure to provide Information on a timely basis or Access Restrictions not revealed to Pinchin prior to the date hereof.

By signing below Client provides authorization to proceed and accepts the terms and conditions outlined above and in the referenced proposal (if applicable). In the event Pinchin provides services requested by Client, in addition to those identified above or in the proposal (where applicable), Client agrees to compensate Pinchin either on a time and material basis using the



Pinchin standard rates (in effect at the time the service is provided), or as per a written amendment to the terms and conditions originally agreed upon.

Authorized Representative Acceptance of Contract:

Signature:	
Name, Title:	
Company Name:	
Date:	

Address Pinchin's Invoice to:

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

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

Pinchin Project Manager: Alana Valle	Pinchin Project Number: 335248.001	Project Value: \$8,510.00 (plus applicable taxes)
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Template: Master Authorization to Proceed, EDR ONLY, HO, July 12, 2022



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

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