

AGK Multi Res  
16 Bridlewood Blvd  
Limehouse, ON  
519-217-2892  
Michael@cleanwave.ca  
Michael Kosziwka

## 16-18 Mill St, Georgetown – Environmental Memo

### 1. SUMMARY

Egmond Associates Ltd (EAL) was retained to fill out an environmental questionnaire on the property at 16-18 Mill St, Georgetown, ON.

The following letter report provides the results of our investigation and provides our opinion. EAL reviewed past Phase I Environmental Site Assessments (ESA's) and historical documents to be able to fill out the questionnaire provided by the Region of Halton.

Fire Insurance Maps can be found in Appendix 1, of the past Phase I ESA's in Appendix 2 and Environmental Questionnaires in Appendix 3.

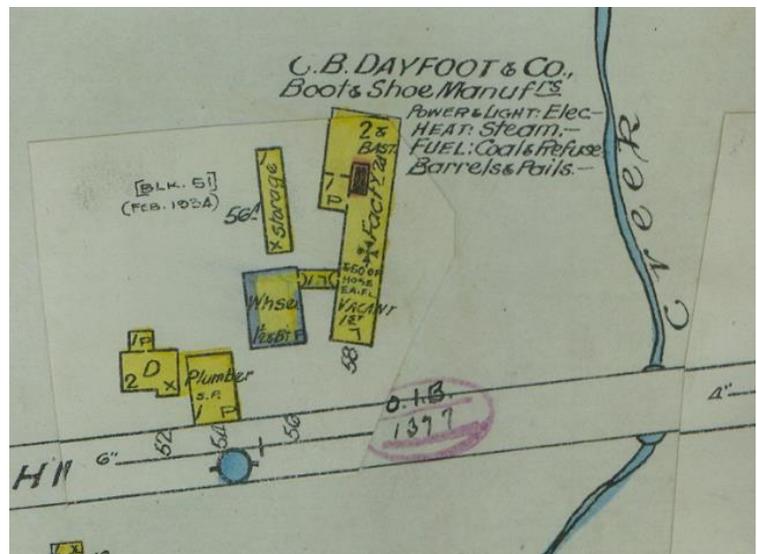
### 2. COMMENT AND RECOMMENDATIONS

Based on the findings EAL offer the following comments and recommendations:

- The Phase I ESA mentions Fire Insurance Maps from 1931 and 1960.
- Attached is a Fire Insurance Map revised in 1934, but from 1922. Within this map the site was an old factory;

*C.B. Dayfoot & Co., Boot and Shoe Manufacturers; power and light by electricity, (1913 report, 1922 IAO) heated by steam using fuel by coal and refuse barrels and pails. Concrete building attached to the factors. Old Storage building removed. Adjacent site with a plumber.*

Fire Insurance Map Underwriters' Survey Bureau Limited Toronto and Montreal. Revised to February 1934. Date of Survey August 1922.



Also from data posted on March 1, 2017 by Esquesing Historical Society  
Georgetown: A Busy Manufacturing Community  
The Georgetown Herald, Wed. December 17, 1913

C.B. DAYFOOT & CO. – Shoe Manufacturers

*“Solid Clear Through” very fittingly describes the character of the boots and shoes made in Georgetown by C.B. Dayfoot & Co. There is nothing flimsy or ship-shod about the product of this factory, and this is something that the town is proud of—the fine quality of its manufacturers. **Seventy years have passed** in Georgetown’s history since the establishment of boot making by the Dayfoot Brothers-P. W. and J.B. The name of J.B. Dayfoot has been in the firm for thirty years, and the present members of the Co.-C. B. and H.C., brothers, too, have since carried on the business under the name of C.B. Dayfoot Co. The label “Dayfoot” on boot and shoe cartons may be seen in shoe stores in Ontario and all the Western Provinces to the Pacific Coast. Wherever men plow the fields or mine the rocks, or clear the forests, or run the lumber mills, or survey the fields and roads, or do any rough outdoors work, there the Dayfoot high cut boot gives comfort and warmth to busy feet. The principal output of the plant is men’s and boy’s boots and shoes, though a small quantity of ladies’ boots are made. A special line made here is a high cut boot in both standard screw and **Goodyear welt, similar to the boot shown in this sketch. These are made of the very best leathers that can be procured. The Goodyear plant** used in this factory is the most modern method of making boots with absolutely smooth insoles. They are strong, dry as a chip, flexible and easy on the feet, and they will stand a lot of rough usage. From forty to fifty operators are engaged here, nearly all of whom are skilled artisans. The process of making boots and shoes is a most interesting one, and requires a lot of intricate machinery to carry on successfully in these modern times. The Dayfoot boots and shoes are sold to retailers, and men are on the road visiting the various towns throughout the country. The great province of British Columbia is personally visited by members of the company several times a year. **The factory of this company is located on John Street.** There are two buildings, three stories each. Hydro Electric power is now used, **replacing gasoline.** which in its turn replaced steam. The company has recently issued a beautiful little catalogue of their high cut and strong Workingmen’s boots, which makes interesting reading to those who are looking for something satisfactory in foot needs.*

Note that gasoline was used for heating.

The environmental site questionnaire was adjusted based on the information above.

### 3. CLOSURE

#### 3.1. USE

This letter report supersedes all drafts, verbal reports, emails, and discussions of the area of concern, of the site, etc. and represents EAL’s current full and entire interpretation of the matters herein.

This letter report is prepared for the use of the client and Egmond Associates Ltd. All others with an interest in the site or sites are to undertake their own investigations, etc. to determine how or if the site affects them.

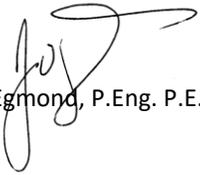
### 3.2. TERMS AND CONDITIONS

Use of this letter report is subject to the Terms and General Conditions as attached. This letter report was prepared by Egmond Associates Ltd under the direction of John Van Egmond, P.Eng. We trust that the information contained in this report is adequate for your present purposes. This report is for the use of the client, and EAL in the 2020 review of environmental conditions. All others with an interest in the site shall determine how or if the conditions of the site affect them, their costs, plans etc., and neither of EAL, nor any client will be responsible for use of this report by others.

Sincerely,

**Egmond Associates Ltd**

Nicole Millette, C.Chem., VP Environment

  
John Van Egmond, P.Eng. P.E., President

**GENERAL**

Egmond Associates Ltd (EAL or The Consultant herein and may include subcontractors) shall render the Services, as specified in the attached Scope of Services or set out in the final report to the Client, and agreed by the Client for project in accordance with the following terms of engagement. If required, in EAL's opinion, to respond to a subpoena, EAL, its staff, etc. will be paid at their normal charge out rates by the Client. The Client will pay for the amounts invoiced by the consultant on receipt of the invoice.

**COMPENSATION**

Charges for the service(s) rendered will be made in accordance with the Consultant's Schedule of Fees and Disbursements as the services are rendered. Consultant's current schedule of fees is as published to Clients periodically and available on request or as attached hereto. All Charges will be payable in Canadian Dollars unless specified. Invoices will be due and payable on receipt from the date of the invoice without holdback. Interest on overdue accounts is prime plus 10%, collection fees being extra and payable on collection (where allowed). If the account is not paid the reports may not be used or released, and if released all liabilities are the sole responsibility of the Client and the reader and user of the report and he/she/they shall bear all liability and shall save and hold harmless EAL, its staff, shareholders, suppliers, etc. against any and all costs, claims, etc. EAL's limitations shall apply.

**REPRESENTATIVES**

Each party shall designate a representative who is able to act on behalf of that party and receive notices under this Agreement (default President, if individual then individual).

**TERMINATION**

Either party may terminate the contract without cause upon thirty (30) days' notice in writing, the engagement terminating by default after 180 days following the final report, unless extended by ongoing work (storing of samples extends lien rights). Payment is due for all costs and expenses to the consultant immediately upon termination. If either party breaches this contract, the non defaulting party, may terminate the agreement after giving seven (7) days' notice (email, writing, verbal) to remedy or begin remediation of the breach. Payment is due for all costs and expenses to the consultant immediately on termination of the contract if the consultant elects to exercise termination under this paragraph.

**COOPERATION**

The consultant's field, laboratory and other work and engineering do not include herein a duty or duty of care to deal with issues other than those set out in the terms of engagement, or as stated in the final report submitted by the Consultant. The Consultant will co-operate, as the Consultant deems appropriate, with the Client's other team members as applicable during portion of work which coincide.

**LIMITATION OF LIABILITY**

EAL shall not be responsible for the costs, consequences, etc. of:

- (1) the failure of others, retained by the Client, to perform work to the satisfaction of the Client;
- (2) the design, use or defects of reports, equipment, etc. supplied by the Client;
- (3) interactions of other systems, damage to other systems resulting from investigations;
- (4) damages to utilities, which were identified and located, or which were not identified by the Client;
- (5) any decisions made by the Client (if for example made contrary to the Consultant's advice);
- (6) any consequential loss, injury, or damages suffered by the Client, including but not limited to loss of use,
- (7) earnings and or business interruption.

(8) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Consultant and the Client.

(9) the EAL limitations, general soils terms, and report further set out in the limitations. The total amount of all claims the Client may have against the Consultant or any present or former partner, executive, shareholder, employee, or employee thereof under this engagement, including, but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to half the amount of any professional or other liability insurance the Consultant may have available for such claims. If the client has no paid its bills in full the limitation shall be the unpaid amount only as at the date of the last invoice. The Client agrees its claims can only be against the Consultant under this contract, and not against the employees, shareholders, executives, etc. No claim may be brought against the Consultant in contract or tort by the Client or those who rely on the report more than (2) years after the services were completed or terminated under this engagement. Those who may not rely on the report have no rights in contract or under tort.

**DOCUMENTS**

All of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Client advances to further projects on the matter of the engineering or not. These documents are not for use on other projects or in ways contrary to the report.

**FIELD SERVICES DURING CONSTRUCTION**

Where applicable, field services where recommended by the Consultant for the Client's project are the minimum thought necessary by the Consultant, whether the Consultant is retained or not. If not retained, EAL shall have no liability, and those responsible for engaging and or providing the field services shall be responsible. Where the Consultant's services are limited, the extent of such limitations may be in the report, or as set out in the limitations, or as set out herein, or as set out in subsequent correspondence, but in no event shall EAL be liable for field services beyond the extent retained by the Client nor for any actual or other damages if subsequent work shows the material conditions were not as expected or work was done improperly, and EAL shall not be a proximate cause of failure, if others fail to carry out any portion of their work or responsibilities.

**DISPUTE RESOLUTION**

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with these Terms of Engagement or other vehicle for services between the Client and the Consultant, by entering into structured non binding negotiations with a mediating party (Bill Kort or other) on a without prejudice basis. The mediating party shall be appointed by agreement of the parties. If the matter cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be finally resolved by arbitration under the rules of Ontario or by an arbitrator appointed by agreement of the parties or by reference to a Judge of the Courts in Mississauga, Ontario, Canada.

**SCHEDULE OF FEES** (Base year is July 2020, rates will be adjusted based on inflation):

- Principals - \$400/hr
- Engineers/Technical Consultants - \$220/hr
- Junior Engineer - \$150/hr
- Scientists - \$220/hr
- Technical Staff - \$125/hr
- Others on Payroll x 3
- Expenses - over \$10,000 per invoice, payable directly by the Client
- Expenses - cost plus 15 % (except as agreed by the Client)
- Travel Cost (Portal to Portal) - regular airline or car (0.5 x price of gasoline x kilometres) plus expenses
- Court Time Multiply by 4
- Minimum Contract \$1000
- Rates in Canadian Dollars.
- Other rates available as needed upon request.

### Egmond Associates Ltd – Limitations

This document describes the limitations of the report and contract, which may have impact on the use and reading of the documents provided by Egmond Associates Ltd (EAL herein), regarding interpretations, uses, liabilities, etc. Others than EAL and the Client are notified that use of the EAL reports, etc. by said same others, may be or is subject to the restrictions of use, limitations of liabilities, etc. as set out in the contract and its general conditions.

#### **SECTION 1: RESPONSIBILITIES**

1.1 Technical Arbitrator - EAL was retained to provide the Professional Services described as outlined in the report. Tests and observations were conducted using standard test procedures and laboratory protocols as defined and applied by EAL or its suppliers. EAL are the sole arbitrator of technical matters pertaining to the work undertaken in the contract.

1.2 Terms of Reference - EAL provided the Client with written reports meeting the terms of reference as outlined in the report for the use of EAL and the Client in the period identified in the report, or for six months after completion of the report, which ever is shorter. The normal EAL Terms of Engagement shall apply. Any contract by the Client, which uses absolute terms that would negate insurance coverage, etc., shall be taken to mean "reasonable" as defined by EAL periodically. Contracts written by the Client or almost exclusively, that is where the Client input is over 5% of the document or where absolute terms are used, shall be subject to completion and interpretation as determined solely by EAL periodically for either the contract or the technical matters pertaining thereto, particularly as the contract may include any absolute terms.

1.3 Reference Points - Where reference points are used by EAL, EAL has referenced its data and observations to reference points set as part of surveying or construction staking by others.

1.4 Directing Work - Except as specifically provided for in the contract, the Client has not made EAL responsible for directing the work of contractors or others.

1.5 Safety - Nothing in EAL's responsibilities or work shall construe to make EAL responsible for job or site safety after the EAL field work or for other than its own activities when on site. Site safety is the sole responsibility of others, for example the contractor controlling the site. Where EAL makes recommendations for safety in the case of imminent danger as determined by EAL, others than EAL shall pay for such actions as may be required and agree to hold and save harmless the Client and EAL against any and all costs, etc.

1.6 Performance - EAL was not, is not, and will not be responsible for the failure of others to perform in accordance with their particular contract documents. EAL services shall in no way relieve others of their (i.e. the others) responsibilities.

1.7 Change in Information - The Client (and others) using the EAL report was and is responsible to provide EAL with all known information regarding existing and proposed conditions of the site and undertaking. Any new information, which becomes available to the Client (and others), which differs materially from that used to prepare any reports and information by EAL, in the EAL report and documents it prepared will also be provided. The Client holds harmless EAL, its affiliates, and the respective directors, officers, employees, agents and subcontractors, from all claims, damages, losses, related expenses, etc., involving subterranean structures, movements, contamination, etc. which were not called to EAL's attention, that were not shown on plans, or that were shown in documents not provided to EAL.

1.8 Agreements with Contractors - EAL must be a beneficiary in any hold harmless or indemnity agreements, etc. between the Client and its contractors.

1.9 Approvals - The Client agreed that public officials and authorities and even codes may be interpreted differently by public officials etc., than interpreted by EAL or the Client, and that this difference is neither predictable or within responsibility of EAL and shall not be cause for claim or extras.

1.10 Tender Period - Contractors bidding work shall normally be given not less than 45 days for carrying out their own investigations on matters pertaining to the site, and when changed in the contract, shall notify the contractors and EAL.

1.11 Valid Reports - Valid EAL reports are embossed and signed and stamped as original, and other reports are not valid for any purpose.

1.12 Error - The Client and EAL agreed that design professionals strive to be correct when developing reports, plans and designs, and that even so errors, etc. may arise where there is no negligence, etc., and as such no error is actionable in that circumstance. Others, by making use of EAL reports outside of the contract accept this agreement as binding and valid. Others using the report do so then at their sole risk. The reader of our reports, acknowledge that engineering judgment, based on given data, may vary from individual to individual, and may change with time, and that changing engineering judgment and opinion and that varied engineering judgment and opinion can be different without implying error. Also, that an engineering judgment or opinion is defined facts, which like judicial judgment, is a weighing of facts and reaching a conclusion, and that such EAL judgments and opinions and resultant impacts on schedules, costs, etc. are not actionable.

#### **SECTION 2: REPORTS AND RECORDS**

2.1 Copies - As agreed, EAL furnished copies of each report to the Client. If no comments were received from the Client within 15 days of the issuing of a report, it was agreed and understood, without further comment, that the report was entirely satisfactory for the Client's use and for its intended purpose, and this limits comments in any post completion phase without further engineering consideration and investigation.

2.2 Use of Report in Event of Non Payment - The Client and EAL agreed, if the Client does not pay for EAL services as agreed (in whole and in part), that the Client would return all reports and other work to EAL on demand, and that reports and other work will not be used by the Client or its suppliers or others for any purpose whatsoever. Use of these materials by others than EAL in the event of non payment, are at the sole and total risk of the user.

2.3 Reports - The Client and EAL agreed that the reports, notes, and other documents, as instruments of service, remain the property of EAL.

2.4 Disclosure Required by Law - Nothing in this project shall make EAL liable in law to report any or all conditions, except those conditions which EAL believes in capacity pertains to items of imminent danger.

#### **SECTION 3: CONTINUITY OF SERVICES, DISPUTES, CARE**

3.1 Continuity - It is customary for the consultant, EAL in this case, who provides recommendations to be retained, to provide observation and related services during further, construction, etc. If EAL is not retained to provide continuing services the Client agreed to hold EAL harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of any interpretations, clarifications, substitutions or modifications provided by the Client or others. Others using the report do so at their total and sole liability, and by using the report agree to save and hold harmless EAL and the Client against all and any consequences of the use of the report, etc.



3.2 ADR - The Client and EAL agree that the Client will use Alternative Dispute Resolution (ADR) in its contracts and disputes with contractors on the project. When disputes result, due to use by others, the dispute shall be submitted to EAL and its legal provider for binding resolution using their prevailing rates.

3.3 Care - The Client and EAL agreed that EAL used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession, as interpreted and determined by EAL periodically, and that this standard is determined solely by EAL for this project.

3.4 Risk - The Client and EAL agreed, many risks potentially affect EAL by virtue of entering into an agreement to provide services on behalf of the Client. For the Client to obtain the benefit of a fee, which included a reasonable allowance for dealing with EAL liability, the Client agreed to limit the liability as fully as allowed by law of EAL to the Client and to all others for claims arising out of the services. Further, others than the Client and EAL, by making use of the report accept all risks, liabilities, etc. that may arise from that use.

3.5 Contractor - The Client and EAL agreed, that if EAL are retained to provide for job site services during construction, the Client agreed that it is good practice that the contractor (subcontractor) is completely and solely responsible for maintaining and implementing legal working conditions methods, means, techniques sequences, procedures, acts, etc., as the contractor controls the site. EAL's work is not intended to be, nor is it, a review of the safety practices or compliance to any particular code. EAL's presence does not relieve the contractor from adhering to all applicable laws, codes and good practice.

3.6 Life - The Client and EAL agreed that if imminently hazardous or potentially hazardous conditions or chemical conditions are found or interpreted by EAL during the provision of EAL services, EAL shall be entitled, without liability and without concern for claims by the Client or others for damages, to take all steps it solely deems reasonable to protect human life first, and the environment second, and will be reimbursed for such activities as needed. Others using the report by that non allowed use agree to fully protect and save harmless EAL and the Client.

3.7 Extras and Extra Work - For work in excess of the contract, the EAL standard Fee Schedule in the Terms of Engagement will apply (prices subject to change).

#### **SECTION 4: WORK INCLUDED**

4.1 Work included shall be as set out by EAL in the report or proposal, and shall be as interpreted by EAL. Not covered are moulds, asbestos, soils, environmental matters, structural matters, etc. unless specifically part of the project. Further, some issues which are specifically part of the project may be costly or intractable to resolution and the client shall not hold EAL responsible for the successful resolution.

#### **SECTION 5: SUMMARY OF LIMITATIONS**

5.1 The user/reader of the EAL report are warned that the Client and EAL have agreed to specific limitations on liabilities, etc. Others than EAL and the Client, agree their use or release of the report is at their sole risk, costs, etc. In general the Client and EAL agreed that EAL is the sole arbitrator of technical matters pertaining to the project and methods for the purpose of the report. The report may set out further limitations. Any clauses found non enforceable in the contract or above, may be severed without impacting the applicability of the rest of the contract or the above by EAL at its discretion.



July 16, 2020  
File: 30663

## Appendix 1 Fire Insurance Plans

C. B. DAYFOOT & Co.,  
Boots & Shoe Manuf'rs.

POWER & LIGHT: Elec-  
HEAT: Steam-  
FUEL: Coals & Refuse  
Barrels & Pails-

[BLK. 51]  
(FEB. 1934)

0.18  
1379

JOHN

CREEK

SEE SHEET No. 2

57

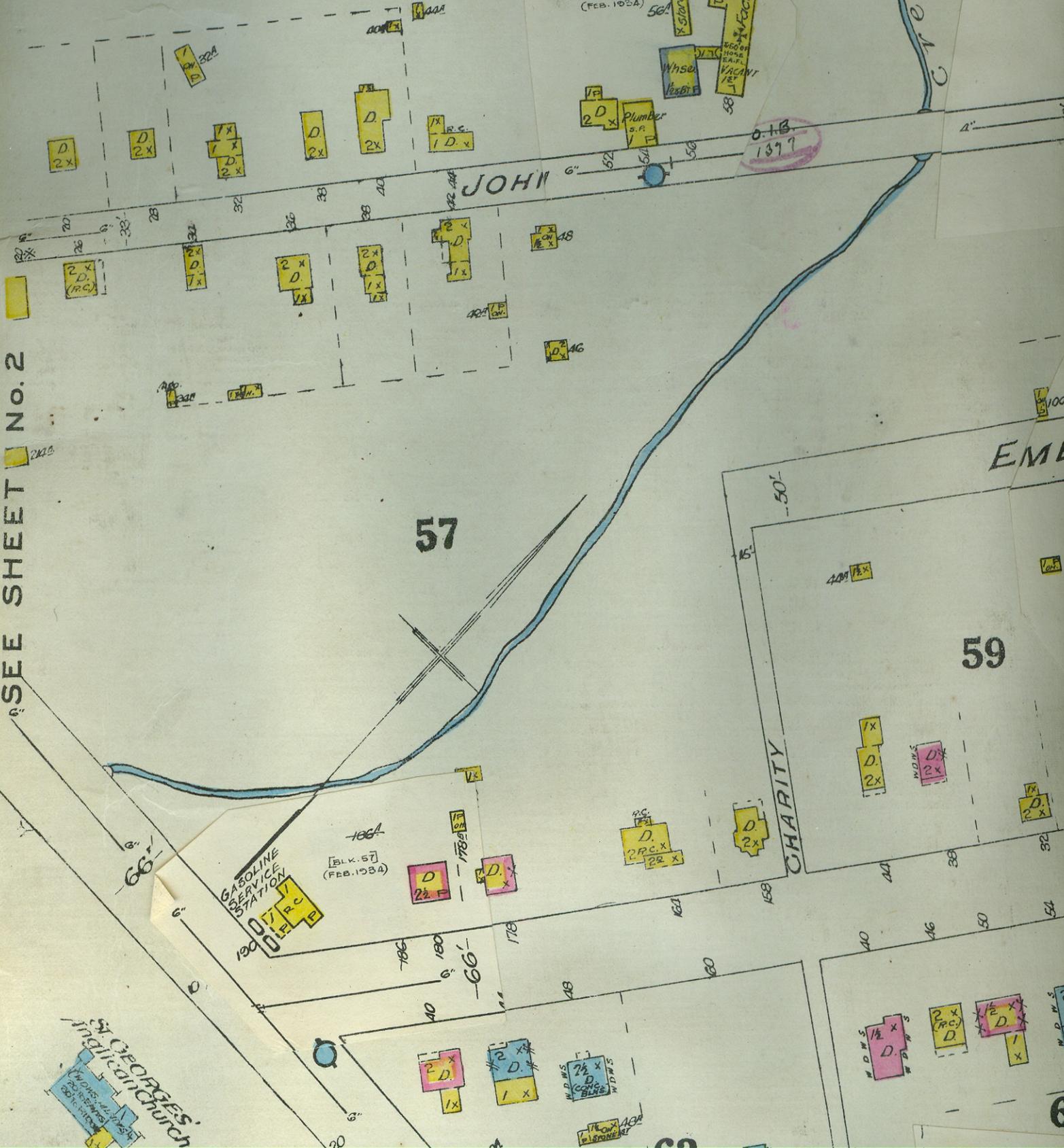
59

CHARITY

GASOLINE  
SERVICE  
STATION  
190  
D 17 RC  
D 17 P

106A  
[BLK. 57]  
(FEB. 1934)

St. GEORGE'S  
Anglican Church





July 16, 2020  
File: 30663

Appendix 2  
Environmental Reports by Others



July 16, 2020  
File: 30663

## Appendix 3 Environmental Questionnaire



Halton Region  
 Planning Services  
 Tel: 905-825-6000 Fax: 905-825-8822  
 Toll Free: 1-866-442-HALTON (1-866-442-5866)  
[www.halton.ca](http://www.halton.ca)

## Environmental Site-Screening Questionnaire

16-18 Mill Street, Halton Hills, Georgetown, ON

Legal/Municipal Address: \_\_\_\_\_

Applicant: \_\_\_\_\_

- |   |                                      |                                     |  |
|---|--------------------------------------|-------------------------------------|--|
| 1. Was the subject property ever used for industrial purposes?  | <input checked="" type="radio"/> yes | <input type="radio"/> no            | <input type="radio"/> uncertain            |
| 2. Was the subject property ever used for commercial purposes that may have caused contamination?   | <input checked="" type="radio"/> yes | <input type="radio"/> no            | <input type="radio"/> uncertain            |
| 3. Has imported fill (earth or material) ever been placed on the subject property? <sup>1</sup>   | <input type="radio"/> yes            | <input checked="" type="radio"/> no | <input type="radio"/> uncertain            |
| 4. Is there any reason to believe that the subject property is potentially contaminated based on historic use of the property or any lot located within 100m of the property? | <input type="radio"/> yes            | <input type="radio"/> no            | <input checked="" type="radio"/> uncertain |
| 5. Are there or were there ever any above-ground or underground storage tanks (not including water or sanitary) or waste disposal activities on the property?                 | <input checked="" type="radio"/> yes | <input type="radio"/> no            | <input type="radio"/> uncertain            |
| 6. For existing or previous buildings or structures on the property, do they contain building materials that may be potentially hazardous to human health?                    | <input type="radio"/> yes            | <input type="radio"/> no            | <input checked="" type="radio"/> uncertain |
| 7. Have any of the buildings on the subject property been heated by fuel oil? <sup>2</sup>  | <input checked="" type="radio"/> yes | <input type="radio"/> no            | <input type="radio"/> uncertain            |
| 8. Is the land use changing to a more sensitive land use (e.g. industrial/commercial to residential/institutional)?   | <input type="radio"/> yes            | <input checked="" type="radio"/> no | <input type="radio"/> uncertain            |

Note: Daycare uses are defined in O. Reg. 153/04 as institutional.

Notes	1. If a current soils report is available for the fill on the property and the criteria meet the applicable standards and are suitable for the proposed land use, this will be taken into account when deciding whether a Phase One report is required.	2. If a current TSSA report/analysis is available for the site and the site meets the applicable standards, this will be taken into account when deciding whether a Phase One report is required.
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### General Information

Have any environmental documents (e.g. Phase One and Two Environmental Site Assessments, Records of Site Condition, etc.) ever been prepared for the subject property? If yes, please submit these documents in digital and hardcopy format with your application together with a letter of reliance granting third party reliance on the documents to the Region of Halton.

yes  no

### Certification

I, \_\_\_\_\_ am the registered owner or an authorized agent for the owner of the land that is the subject of this document and to the best of my knowledge, the information provided in this questionnaire is true.

Sworn (or declared) and stamped before me \_\_\_\_\_

Commissioner of Oaths (Print Name)

in the \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 City/Town/Municipality Day Month Year

\_\_\_\_\_  
 Commissioner of Oaths (signature)

\_\_\_\_\_  
 Registered Owner or Authorized Agent (signature)

Regional File #: \_\_\_\_\_

Local Municipal File #: \_\_\_\_\_