



February 23, 2024

NTE Discovery Park
4405 North Island Highway
Campbell River, BC V9W 5C9

Attn: Mike Taylor, Site Superintendent

**Re: 2023 Annual Report – Discovery Park
4405 North Island Highway
Campbell River, BC
Project No. 17871 – 12c**

We have enclosed the report titled *2023 Annual Report – Discovery Park, 4405 North Island Highway, Campbell River, BC*. We are pleased to submit this report to NTE Energy and the BC Ministry of Environment and Climate Change (BC ENV) and appreciate the opportunity in providing the service regarding this project.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Keystone Environmental Ltd.

**Suzanne Durnin, P.Ag.
Project Manager**

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encl.



**Keystone
Environmental**
Knowledge-Driven Results

2023 ANNUAL REPORT

Discovery Park
4405 North Island Highway, Campbell River, BC
Prepared For: NT Energy

Project No: 17871 – 12c
February 2024

EXECUTIVE SUMMARY

Keystone Environmental Ltd. (Keystone Environmental) was retained by NT Energy to complete the 2023 annual report for the NTE Discovery Park Landfills, covered under BC Ministry of Environment and Climate Change (BC ENV) Permit 1602. The Permit 1602 covers the operating landfill, the old landfill and the approved, but not yet constructed Phase 3 landfill, all associated with the former pulp and paper mill, located at 4405 North Island Highway, Campbell River, BC. The quarterly and biannual sampling was conducted by the Wei Wai Kum Guardians, with field notes and analytical reports provided to Keystone Environmental for reporting.

The groundwater sampling programs were conducted in accordance with the applicable Permit and its associated amendments. Three wells were to be sampled during each quarterly sampling event, however during the second quarter (Q2), MW19-4 was found to be dry and not sampled and in the third quarter (Q3) MW231-07 was dry and could not be sampled. The groundwater samples were analyzed for polycyclic aromatic hydrocarbons (PAHs), dissolved metals, sodium and chloride and permit parameters. Analytical results indicated that the PAH results were below the applicable standards and the analytical detection limits in each sample with the exception of MW19-04 in March 2023, which presented detectable levels of benz(a)anthracene and dibenz(a,h)anthracene. Analytical results for dissolved metals indicated that the sample from MW19-04 exceeded the CSR DW standards for lithium during the September event but was below the standards during the March and November sampling. The sample collected from MW21-07 exceeded the CSR AW standard for copper during the March event. This well was resampled in April for dissolved copper with the results below the applicable CSR standards. The samples from the remainder of the year Q2 and Q4 were also below the CSR standards for copper. As these results only exceeded during one quarterly event, they do not appear to represent a trend.

The leachate samples, collected from the OLWP and NLLD, were all below the applicable CSR AW standards for the analyzed polycyclic aromatic hydrocarbons (PAHs). The underliner location (UL) was not sampled in 2023. Leachate samples were also analyzed for dissolved metals parameters. Analytical results indicated that total chromium exceeded the BC CSR aquatic life (AW) standards in the new landfill leachate in May and the old landfill leachate in May and November. The samples were analyzed for total chromium, whereas the presented standards are for the more stringent hexavalent chromium. In January 2024, one sample was collected from the old landfill leachate for total chromium and chromium speciation. The purpose of this follow up sampling was to determine if the chromium identified was associated with the trivalent or hexavalent chromium. The January result was low with Cr3 and Cr6 both below the analytical detection limits. Chromium speciation will be conducted again in 2024. The May leachate sample from NLLD also exceeded the CSR AW standard for copper and zinc, however as the November event was below the applicable standards for both parameters, this exceedance is considered a one time event and not a trend. The old leachate landfill also exceeded the BC CSR AW standard for nickel in May but below the same standards in November. This results also appears to be an isolated event and not a trend.

The quarterly landfill deposition reports indicated that a total of 17,801 m³ of material was sent to the Discovery Park Operating landfill in 2023. The majority of this volume, 14,120 m³ was deposited in Q3, and 95.7% of the material deposited in 2023 was contaminated soil.

This Executive Summary is subject to the same general limitations as contained in the report and must be read in conjunction with the entire report.



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LIST OF ACRONYMS

APEC	Area of Potential Environmental Concern
AST	Aboveground Storage Tank
AW	Aquatic Life Water Use (Site Specific)
BGS	Below Ground Surface
BH	Borehole
BTEX	Benzene, Toluene, Ethylbenzene and Xylene
CCME	Canadian Council of Ministers of the Environment
CL	Commercial Land Use (site specific)
COC	Constituent(S) of Concern
CSR	Contaminated Sites Regulation
DNAPL	Dense Non-aqueous Phase Liquids
DSI	Detailed Site Investigation
DW	Drinking Water Use (site specific)
EH	Extractable Hydrocarbons
EM	Electromagnetic
EMA	Environmental Management Act
EPH	Extractable Petroleum Hydrocarbons
ERA	Ecological Risk Assessment
ESA 1	Phase 1 Environmental Site Assessment
ESA 2	Phase 2 Environmental Site Assessment
GPR	Ground Penetrating Radar
HEPH	Heavy Extractable Petroleum Hydrocarbons in Soils
HEPHW	Heavy Extractable Petroleum Hydrocarbons in Groundwater
HHERA	Human Health and Ecological Risk Assessment
HWR	Hazardous Waste Regulation
IL	Industrial Land Use (site specific)
IW	Irrigation Water Use (site specific)
LEPH	Light Extractable Petroleum Hydrocarbons in Soils
LEPHW	Light Extractable Petroleum Hydrocarbons in Groundwater
LNAPL	Light Non-aqueous Phase Liquids
LW	Livestock Water Use (site specific)



LIST OF ACRONYMS (CONT'D)

MBG	Metres Below Grade
MBGS	Metres Below Ground Surface
MOE	Ministry of Environment
MTBE	Methyl Tertiary Butyl Ether
MW	Monitoring Well
NAPL	Non-aqueous Phase Liquid
NS	No Standard
NWU	No Water Use (site specific)
OVS	Oil/Water Separator
PAH(s)	Polycyclic Aromatic Hydrocarbons
PCB(s)	Polychlorinated Biphenyls
PCOC(s)	Potential Constituent(s) of Concern
PERC	Perchloroethylene
PL	Urban Park Land Use (site specific)
PPM	Parts Per Million
PSI 1	Preliminary Site Investigation – Stage 1
PSI 2	Preliminary Site Investigation – Stage 2
PST	Petroleum Storage Tank Sites
QA/QC	Quality Assurance/Quality Control
RL	Residential Land Use (site specific)
RPD	Relative Percentage Difference
SRR	Spill Reporting Regulation
SSI	Supplemental Site Investigation
TP	Test Pit
UFFI	Urea Formaldehyde Foam Insulation
UL	Urban Park Land Use (site specific)
US EPA	Environmental Protection Agency (U.S.)
UST	Underground Storage Tank
VHW	Volatile Hydrocarbons in Groundwater
VOCS	Volatile Organic Compounds
VPH	Volatile Petroleum Hydrocarbons in Soils
VPHW	Volatile Petroleum Hydrocarbons in Groundwater
VPHW	Volatile Petroleum Hydrocarbons – Vapour
WL	Wild Lands Land Use (site specific)



1. INTRODUCTION

This annual report was compiled to address the reporting requirements within Discovery Park landfill Permits 1602. Section 4.4 of the Permit dictates the reporting requirements for the landfill discharge and the receiving environment sampling. These details are presented in the following sections of this annual report.

1.1 Project Terms of Reference

Findings presented in this report are based upon (i) a limited visual review of accessible areas of the Site, (ii) a review of previous reports and documents prepared by others and historical archive records, (iii) observations of subsurface conditions during borehole drilling, and groundwater sampling, and (iv), the results of field investigations including boreholes, monitoring wells, and soil, groundwater, and soil vapour sample analyses. Geologic observations and analytical results reflect conditions encountered at specific test locations. Site conditions (geologic, hydrogeologic and chemical characterization) may vary from that extrapolated from the data collected during this investigation. Consequently, while findings and conclusions documented in this report have been prepared in a manner consistent with that level of care and skill normally exercised by other members of the environmental science and engineering profession practicing under similar circumstances in the area at the time of the performance of the work, this report is not intended nor is it able to provide a totally comprehensive review of past or present site environmental conditions.

This report has been prepared solely for the internal use of NTE Discovery Park (Discovery Park) and BC Ministry of Environment and Climate Change Strategy (BC ENV), pursuant to the agreement between Keystone Environmental Ltd. and NTE Discovery Park (Discovery Park). A copy of the general terms and conditions associated with this agreement is attached in Appendix B. By using the report, NTE Discovery Park and BC ENV agree that they will review and use the report in its entirety. Any use which other parties make of this report, or any reliance on or decisions made based on it, are the responsibility of such parties. Keystone Environmental Ltd. accepts no responsibility for damages, if any, suffered by other parties as a result of decisions made or actions based on this report.

1.2 Site Location

The subject property locations is described as the following:

Parcel Identifiers:	023-737-981, 000-849-910 and 000-846-287
Civic Addresses:	4405 North Island Highway, Campbell River, BC
Legal Description:	Lot A Plan VIP64522, District Lot 2, Land District 51 District Lot 26, Land District 51, Except Plan 34604 & Exc PL 42540, Managed Forest 0502 District Lot 2, Land District 51, Except Plan 19371 & Exc PL 42540, 50636, VIP64521, VIP64522 & VIP76652 Managed Forest 0502



Current Zoning: Industrial

Latitude: 50° 4' 14.9" North (approximate)

Longitude: 125° 18' 16.9" West (approximate)

The approximate latitude and longitude entered for the Operating Landfill was determined using the City of Campbell River Online mapping system.

The general location of the Subject Property is shown on Figure 1.



2. PERMITS AND INSPECTIONS

2.1 Permit Amendments in 2023

Permit 1602 was initially issued in 1972 and has undergone various amendments over time. There were no amendments to Permit 1602 in 2023.

2.2 Site Upgrades

The structural upgrades conducted to the leachate collection system and the California ditch that were undertaken in 2021 and 2022 have been completed. No upgrades occurred in 2023.

Portions of the former mill infrastructure are undergoing demolition, however none of this infrastructure is associated with the landfills, the SET plant or either permit.

2.3 Facility Inspections

No facility inspections were conducted by the BC ENV in 2023.



3. REGULATORY FRAMEWORK – WATER STANDARDS

Laws and regulations for managing contaminated sites in British Columbia, including standards and guidelines to use in determining if a site is contaminated or not, are provided in the following documents:

- Environmental Management Act (EMA) ([SBC 2003], Chapter 53 assented to October 23, 2003, and current to the date of this report).
- Contaminated Sites Regulation (CSR) (375/96 O.C. 1480/96, includes amendments up to BC Reg. 179/2021, July 7, 2021, and current to the date of this report)

The CSR provides a framework to investigate, assess, and remediate contaminated sites in BC. The CSR also provides soil and vapour standards for different land use categories, water standards for different water use categories, and sediment standards for different habitat use categories.

Other applicable information regarding contaminated site assessment and remediation includes policy, protocols, and guidance documents as issued by BC ENV, and in the case of the landfills, Permit 1602.

Table 3-1 Summary of Applicable Standards

Water Standards	<ul style="list-style-type: none">➤ BC CSR aquatic life freshwater use (AW_{FW})➤ BC CSR aquatic life marine (AW_M)➤ BC CSR groundwater standards for all sites regardless of the water use (EPHw₁₀₋₁₉ and VHW₆₋₁₀)
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3.1 Water

Generic numerical water standards (CSR Schedule 3.2) are classified into four categories based on the type of water use as defined in Protocol 21 for Contaminated Sites¹ (Protocol 21). Extractable petroleum hydrocarbons in water (EPHw₁₀₋₁₉) and volatile hydrocarbons in water (VHW₆₋₁₀) standards are applicable at all sites, irrespective of water use. Sites that contain substances in groundwater at concentrations greater than the standard for the water use and/or EPHw₁₀₋₁₉ and VHW₆₋₁₀ standards are considered to be contaminated. The water use categories are summarized as follows:

- Drinking Water Use (DW)
- Aquatic Life Water Use (AW) – freshwater and/or marine
- Irrigation Water Use (IW)
- Livestock Water Use (LW)

3.1.1 Drinking Water Use

Drinking water use (DW) evaluation is based on current or potential for future use.

Current Use: The BC Water Resources Atlas, which displays groundwater management information for the Province of BC, was accessed as part of investigation on the Site. According to the BC Water Resources Atlas, water wells are not shown on the Site or within a 500 metre radius from the operating landfill or the former Mill Site.

¹ Protocol 21 for Contaminated Sites, Water Use Determination, Version 2.0, BC Ministry of Environment and Climate Change Strategy, October 31, 2017



The operating landfill is located over two mapped aquifers, 1241 and 1242. Aquifer 1241 is a sand and gravel, unconfined aquifer with moderate vulnerability. The median depth to groundwater within the identified wells was 68.7 mbg. This aquifer lies over the North Campbell River Bedrock aquifer (1242).

Groundwater at the Site is currently not used for drinking water purposes, however there are drinking water wells within the neighbouring lands, and the Site is located over a mapped aquifer, therefore the drinking water standards are applied to the groundwater at the Site to protect for future use.

The leachate collection system is a contained, constructed system that primarily is located within the heavily industrial location of the former mill area. Additionally, sections of the former mill property are infilled foreshore. Based on the contained piping system, the historical and current land use and the infilled shoreline areas, the drinking water standard are not referenced for the leachate samples.

Based on the assessment, CSR DW standards of Schedule 3.2 are applied to evaluate the groundwater analytical results and but will not be referenced for the leachate samples (NLLD, underliner or OLWP).

3.1.2 Aquatic Life Water Use

A number of unnamed creeks or drainage channels are located proximal to the operating and approved landfill. Boom Creek was measured approximately 150m northeast of the landfill footprint. Duncan Bay, a marine environment, was located approximately 400 m northeast of the Operating landfill. Based on the location of these surface water bodies, both the standards for the protection of freshwater and marine are considered applicable to the groundwater wells.

Leachate samples were compared to the freshwater and marine CSR standards for due diligence, however the leachate is contained within a closed, piping system from the landfill footprint to the effluent treatment plant. This effluent is contained with a treatment plant and the final discharge is regulated under Permit 1164.

3.1.3 Irrigation and Livestock Water Use

Current irrigation and livestock water wells were not identified within a 500 m radius of the Site. Therefore, IW and LW uses are not considered applicable to the Site.

3.1.4 Background Concentration in Groundwater

Protocol 9 for Contaminated Sites² (Protocol 9) provides background concentrations for inorganic substances in groundwater in four regions and provides an interim provincial background value for cobalt of 20 µg/L. The Site is located in Campbell River, which is not located within one of the identified regions under Protocol 9, therefore background groundwater concentrations do not apply to the Site.

3.1.5 Applicability of Water Standards for Iron and Manganese

Schedule 2 activities were not conducted on the Site for which iron and manganese water standards apply (footnotes 43 and 44 for iron and 46 and 47 for manganese of CSR Schedule 3.2). Therefore, the CSR standards for iron and manganese are not considered applicable to the Site.

² Protocol 9 for Contaminated Sites, Establishing Local Background Concentrations in Groundwater, Version 3, BC Ministry of Environment and Climate Change Strategy, May 13, 2021.



4. DISCHARGED WASTE VOLUMES

As per Section 4.1.1 of the Permit, Discovery Park is required to record the volumes of waste discharged into the landfill and present it quarterly to the BC ENV via emails to the routine mailbox. The total volumes of accepted wastes were as follows:

Quarter 1:	1,025 m ³
Quarter 2:	0 m ³
Quarter 3:	14,120 m ³
Quarter 4:	2,656 m ³
Annual Total	17,801 m ³

The annual volume of discharged waste was below the annual allowable permitted limit of 82,500m³. The accepted material consisted of the following:

Table 4-1 Summary of Landfill Accepted Material from 2023

Material	2023 Totals	% of Totals
Asbestos	440.4	2.4
Contaminated Soils	17,031.9	95.7
Mixed demolition debris	218.9	1.2
Dewater sewer sludge	110.2	0.6
Total	17,801 m ³	100%

The quarterly reports for 2023 were submitted to the BC ENV by Keystone Environmental Ltd. Copies of the quarterly reports are located in Appendix A.



5. SEMI-ANNUAL LEACHATE MONITORING PROGRAM

Two leachate samples were collected twice a year; one sample was collected from the operating landfill leachate system (NLLD) and the second sample was collected from the old landfill leachate system (OLWP). The sampling program was conducted by the Wei Wai Kum Guardians and the field notes were provided to Keystone Environmental for reporting purposes. Both of the samples were collected and submitted for laboratory analyses of select parameters as required under Permit 1602.

Leachate samples from NLLD and OLWP were collected in May and November 2023 (Q2 and Q4). Samples from both events were submitted for light and heavy extractable petroleum hydrocarbons (LEPH/HEPH), polycyclic aromatic hydrocarbons (PAHs), total metals and routine parameters, chemical oxygen demand (COD), sodium, chloride, conductivity and pH.

Analytical results indicated that samples from NLLD, collected during both biannual events were below the applicable CSR AW standards and the analytical detection limits for the PAH parameters. These results are consistent with the 2022 PAH results. The routine parameters were also analyzed and were consistent with previous results. The results show the pH has ranged between 8.08 and 9.43 and COD ranged between 40 mg/L in winter of 2022 to 188 mg/L in May 2023.

Dissolved metals analyzed for the NLLD leachate exceeded the CSR AW standards for chromium, copper, and zinc during the May 2023 sampling event, with all of the dissolved metals results below the same CSR AW standards during the November sampling. These same parameters were below the applicable standards in 2022 indicating that the May 2023 results indicate a single event and not representative of a trend. It should also be noted that the chromium standards are for hexavalent chromium however the analyses was for total chromium. During the 2024 sampling program the chromium will be speciated to confirm that the results are more consistent with trivalent chromium, which has higher standards.

Analytical results from the OWLP sampling program indicated that the PAH parameters were below the CSR AW standards during both sampling events, below the analytical detection limits during the November 2023 event. The routine parameters were also within any permit required levels with the pH decreasing between 2022 and the winter 2023 event, from 9.23 to 8.51. COD fluctuated between 80 mg/L in June 2022 to 176 mg/L in May 2023, dropping back down to 87 mg/L in December 2023. Analytical results for dissolved metals showed chromium exceeded the CSR AW standards in May and November 2023 and nickel in the May 2023 event. As the nickel results were below standards in 2022 and again in November 2023, this exceedance appears consistent with an isolated event and not a trend at this time. In January 2024, one sample was collected from the OWLP for speciated chromium to determine if the chromium identified in May and November was hexavalent or trivalent chromium.

Underliner samples were not collected in 2023. This location will be resampled in 2024, when flow is identified. As only 4 samples have been collected in 2022 and 2023, graphs have not been created to show the permit parameter trends.



5.1 NLLD Trending

Keystone Environmental was provided the 2022 sampling results and has compiled the 2023 quarterly sampling results into this annual report. Trend reports within the 2021 annual report indicated a decrease in pH from an initial high in 2006 of near 10.5 to the 2022 low of 8.08. The 2023 pH results from the operating landfill (NLLD) were measured at 8.4 and 9.4. The November results showed a slight increase at 9.4, however these results are still below the initial highs of near 10.5. These measurements will continue during the 2024 program.

Previous conductivity readings showed seasonal fluctuations, including higher values in Q2, and lower values during Q4. The overall conductivity, along with pH, has also decreased between 2008 (high of 27,500 $\mu\text{S}/\text{cm}$) and 2021 (4,000 $\mu\text{S}/\text{cm}$). The 2023 results are consistent with previous results, with both conductivity sample results below 5,000 $\mu\text{S}/\text{cm}$.

The 2022 annual report also shows a decrease in the COD concentration from the 2007 highs to a levelling out after 2018. The 2023 COD results showed a fluctuation in Q2 and Q4 with the Q2 result back up to 188 mg/L and the May result back down to 80 mg/L.

5.2 OLWP Trending

Leachate samples from the old landfill location, OWLP, have been collected since 2011, the trending graphs presented in the 2021 annual report were reviewed in relation to the 2022 and 2023 results. The pH shows a decreasing trend from 2011 to 2021; the pH in Q4 of 2022 was 9.23, indicating a short term increase with the pH for Q2 and Q4 in 2023 measured at 8.9 and 8.51. As the old landfill has not been used since the early 1990s, there is no reason for a pH increase of the leachate. Conductivity levels decreased in 2022 and 2023 with the results dropping from 4850 mg/L in Q4 2022 to 2100 in Q4 2023. COD levels fluctuated in 2022 and 2023 ranging between 80 mg/L in Q2 of 2022, up to 176 mg/L in Q2 of 2023 and back down to 87 mg/L in Q4 2023.



6. QUARTERLY GROUNDWATER MONITORING PROGRAM

Three groundwater wells were sampled during the first and fourth quarter in 2023, MW19-4 was dry during Q2 and MW21-07 was dry during Q3. Monitoring well MW13-2 sampled during each event and two of the downgradient wells (MW19-04 and MW21-07) as water is available. MW21-06, also drilled in 2021 has been dry during each monitoring program. Groundwater wells were monitored, purged, and sampled by the Guardians with field notes and the analytical results provided to Keystone Environmental for reporting.

6.1 Quarterly Groundwater Monitoring Results

Permit 1602, along with subsequent amendments, details the sampling requirements for Discovery Park. Multiple groundwater wells have been installed proximal and upgradient to the landfill, including MW13-2, used as a background sample location, MW19-03 and MW19-04 deeper downgradient wells installed in 2019 and MW21-06 and MW21-07, installed in 2021, downgradient of the landfill, shallower than MW19-3 and MW19-4.

Under the Permit and associated amendments, the groundwater was sampled for pH, conductivity, COD, LEPH/HEPH, PAHs, dissolved metals and sodium and chloride.

During each sampling event, the background sample was collected from MW13-2 as well as the centrally located downgradient wells MW19-04 and MW21-07, depending on groundwater availability. Analytical results indicated that all samples from Q2 and Q4 were below the BC CSR standards. One sample, collected from MW21-07 during Q1 exceeded the BC CSR standards for dissolved copper. This well was resampled in April 2023 and then sampled again during Q2 and Q4 with results for copper below the applicable standards. Additionally, one sample collected from MW19-4 during Q3 exceeded the CSR DW standards for lithium. This well was below the CSR DW standards for lithium in the previous Q2 and the following Q4. This result appears to be isolated and not an indication of a trend.

6.2 Groundwater Trends

Graphs from the 2021 annual report have shown a relatively consistent pH in all three groundwater wells with results ranging from approximately 8.2 (MW13-2) to approximately 7.2 (MW19-03). The 2023 results showed a slight increase ranging from 8.6 in Q2 to 7.7 in Q1 for MW13-2, the upgradient, background well. The pH from MW21-07 and MW19-04 were measured between 7.03 in Q3 and 7.62 in Q4.

Conductivity measurements have also been relatively consistent during the sampling program between 2019 and 2021. Conductivity levels of MW13-02 were lower (approximately 200 us/cm in Q2, Q3 and Q4) than MW19-04 and MW21-07 (between 417 and 735 us/cm). 2023 values from MW13-02 were consistent with previous values, with the exception of the Q1 results which was measured at 793 ug/cm.

The 2021 and 2022 annual reports showed inconsistent readings for COD in MW19-03 and MW19-04. Levels from MW13-2 continued to be consistent with the previous results, mostly below the 50 mg/L mark. The COD results from the background well in 2023 were consistent with the previous data. Concentrations from the downgradient wells, MW19-04 and MW21-07 were lower than MW13-02 in Q1, but higher in the remaining quarters. COD is not a regulated parameter under the CSR but is a required sampling parameter under the Permit 1602. Sampling for COD will be completed in 2024.



7. CONCLUSIONS AND RECOMMENDATIONS

In 2022, Discovery Park conducted required monitoring and sampling programs, detailed under Section 4.1 and 4.2 of Permit 1602. The results of these programs, along with audit results and infrastructure upgrades are detailed in the previous sections of this report. The results for 2023 include:

- The 2023 documented disposal volumes indicated that 17,801 m³ of material was deposited into the landfill, and that 95.7% of the waste consisted of contaminated soil. This total volume was below the annual allowable rate.
- Biannual sampling was conducted of the operating and old landfills leachate for LEPH/HEPH, PAHs, total metals and routine parameters, including hardness, COD, pH and conductivity. Analytical results indicated that the Q2 sample from NLLD exceeded the CSR AW standards for copper, chromium, and zinc. The Q4 sample from the sample location was below the CSR standards for the same parameters. During the 2024 sampling period, chromium speciation will be conducted to confirm that any elevated chromium levels were associated with trivalent chromium, and not the toxic hexavalent chromium.
- A leachate sample from OWLP also exceeded the CSR AW standard for chromium during Q2 and Q4. One additional sample collected from OWLP was analysed for total and speciate chromium to determine if the previous samples analysed for total chromium was Cr³ or Cr⁶. The results for the January sample were very low for chromium with both Cr³ and Cr⁶ below the analytical detection limit. Chromium speciation will be attempted again in 2024.
- Quarterly groundwater samples were collected from one upgradient and two downgradient wells. Samples were analyzed for dissolved metals, LEPH/HEPH, PAHs, sodium, chloride, COD, pH, and conductivity, as required under Permit 1602 and subsequent amendments. Analytical results were all below the applicable standards, with the exception of dissolved lithium, collected from MW19-04 during Q3. The lithium results for the same well was below the standards during Q4. Additionally, dissolved copper exceeded the CSR standards during Q1 from MW21-07 but was below the standards in the following sampling events in Q3 and Q4.
- No updates were conducted on the leachate system, the landfills, or the SET plant in 2023. No audits were conducted on the Site in 2023.
- The 2024 sampling program will continue in accordance with the permits, no changes are recommended.



8. PROFESSIONAL STATEMENT

Keystone Environmental Ltd. confirms that this report titled *2023 Annual Report – Discovery Park*, has been prepared in general conformance with the *Environmental Management Act*, the Contaminated Sites Regulation and the Site's permit requirements.

Report author Suzanne Durning, P.Ag., Project Manager and Professional of Record, and Senior reviewer(s) Jason Christiansen, P.Eng., have demonstrable experience in the investigation of the type of contamination at the Site and are familiar with the investigation carried out at the Site.

The report is subject to the General Limitations presented in Section 1.3 of the report and the General Terms and Conditions appended at the end of the report.

If you have questions regarding the information contained in this report, please contact Suzanne Durnin, P.Ag., sdurnin@keystoneenvironmental.ca.

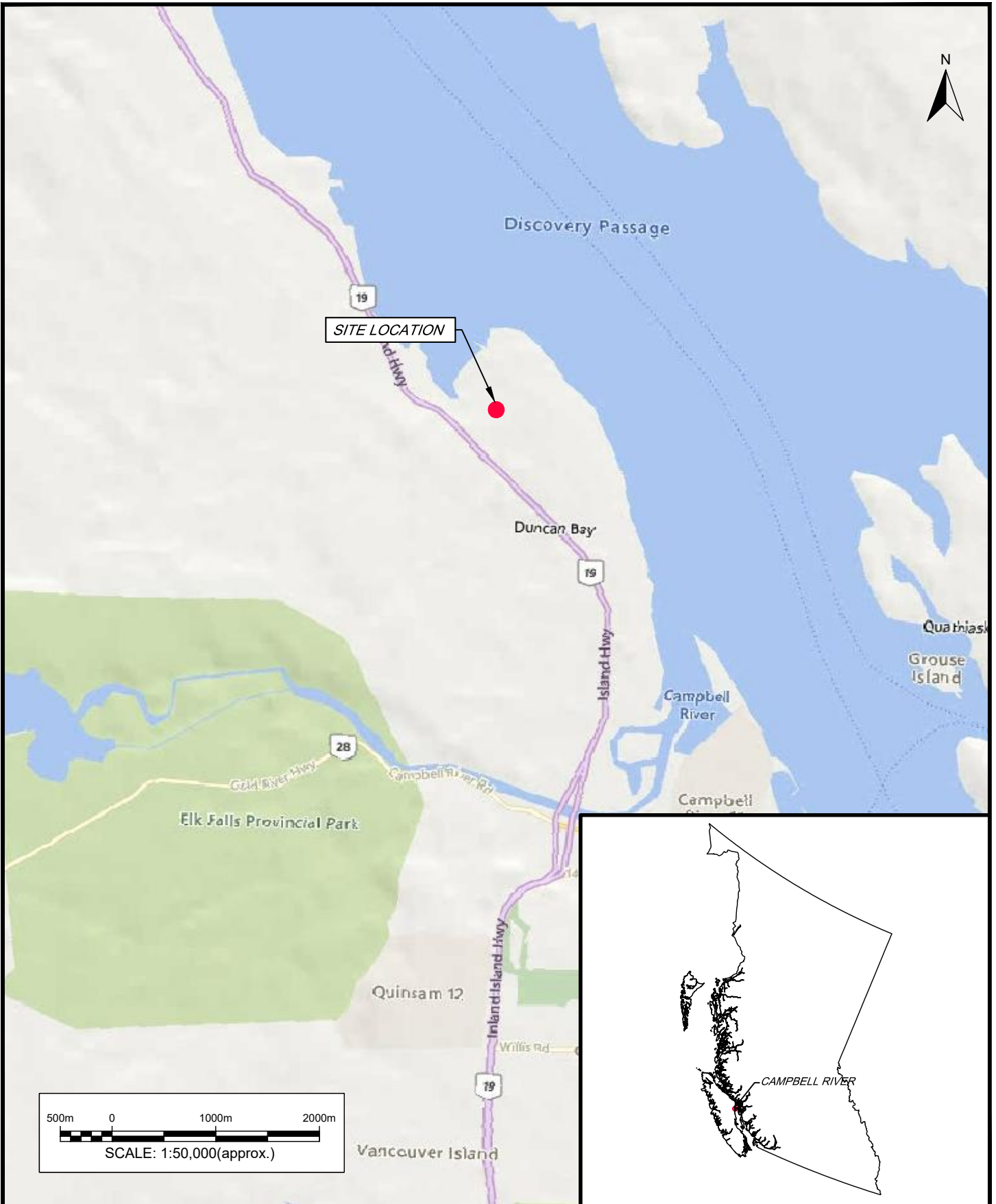
February 20, 2024
Date

Keystone Environmental Ltd.

Suzanne Durnin, P.Ag.
Project Manager



FIGURES



4405 North Island Highway
Campbell River, B C
NTE Energy Canada Ltd.

REVISION No.	DATE	PROJECT No.
A	Feb. 2023	17871-12C

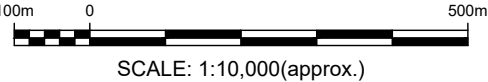
Figure 1
Location Plan



LEGEND

- LOT LINES
- LANDFILL
- LANDFILL EXPANSION
- DECOMMISSIONED MONITORING WELL (BY OTHERS)
- MONITORING WELL (BY OTHERS)
- SAMPLED MONITORING WELL (BY OTHERS)

NOTES:
1. THIS DRAWING IS FOR GENERAL INFORMATION ONLY.
LOT BOUNDARIES AND FEATURES ARE APPROXIMATE.
2. DATE OF AERIAL PHOTO IS 2022.



4405 North Island Highway Campbell River, B C NTE Energy Canada Ltd.		
REVISION No. A	DATE Feb. 2023	PROJECT No. 17871-12C

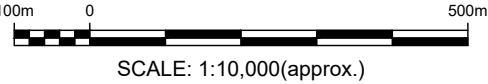
Figure 2
Groundwater Sample Location Plan





- LEGEND**
- LOT LINES
 - LANDFILL
 - NEW LEACHATE COLLECTION LINE
 - LEACHATE SAMPLE (BY OTHERS)

NOTES:
1. THIS DRAWING IS FOR GENERAL INFORMATION ONLY.
LOT BOUNDARIES AND FEATURES ARE APPROXIMATE.
2. DATE OF AERIAL PHOTO IS 20 .



4405 North Island Highway Campbell River, B C NTE Energy Canada Ltd.		
REVISION No. A	DATE Feb. 2023	PROJECT No. 17871-12C

Figure 3
Leachate Sample Location Plan



TABLES

GLOSSARY: GROUNDWATER ANALYTICAL RESULTS

4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

List of Acronyms

AW _{FW}	Aquatic Life Water Use (freshwater)
AW _M	Aquatic Life Water Use (freshwater)
CSR	British Columbia Contaminated Sites Regulation
DW	Drinking Water Use
EPHw ₁₀₋₁₉	Extractable Petroleum Hydrocarbons (carbon range 10 to 19)
EPHw ₁₉₋₃₂	Extractable Petroleum Hydrocarbons (carbon range 19 to 32)
HEPHw	Heavy Extractable Petroleum Hydrocarbons (corrected for PAHs)
LEPHw	Light Extractable Petroleum Hydrocarbons (corrected for PAHs)
n/a	Not applicable
n/s	No Standard
nr	not reliable, error during sampling
PAHs	Polycyclic Aromatic Hydrocarbons
ns	not sampled
RDL	Reported Detection Limit
RPD	Relative Percent Difference
VHw ₆₋₁₀	Volatile Petroleum Hydrocarbons (carbon range 6 to 10)
VOC	Volatile Organic Compounds
VPHw	Volatile Petroleum Hydrocarbons (corrected for BTEX)

Formulas

RPD	$RPD = ((Max. Concentration - Min. Concentration) / ((Max. Concentration + Min. Concentration) / 2)) * 100$
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List of Symbols

<	Concentration is less than the laboratory reported detection limit
*	Laboratory reported detection limit is greater than applicable standard
--	Sample was not analyzed for the specified constituent
a	CSR standard is hardness dependent
b	BC ENV Protocol 9 Regional Background Concentration
c	Dissolved iron/manganese standards are not applicable to the site as determined by review of the CSR Schedule 2 activities
**	Analytical results for total chromium, however standards for hexavalent chromium

List of Units

mbg	Metres below grade
µg/L	Micrograms per litre
mg/L	Milligrams per litre

Groundwater Exceedances

125	Exceeds CSR AW _{FW} standards
125	Exceeds CSR AW _M standards
125	Exceeds CSR DW standards

QA/QC Exceedances

80%	RPD exceeds data quality objectives
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TABLE 1: GROUNDWATER ANALYTICAL RESULTS
INORGANICS
4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

CSR AW _W Standards	CSR AW _M Standards	CSR DW Standards	SAMPLE ID	Units	MW13-2									
					2022				2023				#2 Duplicate	RPD of MW13-02 and Duplicate #2
					02-Mar-22	15-Jun-22	26-Oct-22	16-Dec-22	27-Mar-23	23-May-23	21-Sep-23	28-Nov-23		
					nm nm	nm nm	nm nm	nm nm	C321183 BOC781	C336804 BQY770	C375424 BZS466	C397170 CFQ001	C397170 CFQ004	
n/s	n/s	n/s	hardness	mg/L	98	102	100	99	137	97.2	89.2	98.1	96.9	
			Dissolved Metals											
n/s	n/s	9500	aluminum	µg/L	8	140	6	5	1450	4.9	4.2	5.7	6.1	6.78
90	2500	6	antimony	µg/L	0.04	0.05	0.07	0.11	<0.50	<0.50	<0.5	<0.5	<0.5	--
50	125	10	arsenic	µg/L	0.8	0.8	0.7	1	0.87	0.73	0.86	0.83	0.85	2.38
10000	5000	1000	barium	µg/L	4.9	5.4	5.1	11	20.1	10.1	6.9	9.4	9.6	2.11
1.5	1000	8	beryllium	µg/L	<0.05	<0.05	<0.05	<0.05	<0.10	<0.10	<0.1	<0.10	<0.10	--
n/s	n/s	n/s	bismuth	µg/L	<0.1	<0.1	<0.1	<0.1	<1.0	<1.0	<1.0	<1.0	<1.0	--
12000	12000	5000	boron	µg/L	6	6	10	5	<50	<50	<50	<5.0	<5.0	--
0.5-4a	15	5	cadmium	µg/L	0.02	<0.01	0.01	0.02	0.046	<0.010	<0.01	<0.010	<0.010	--
10	15	50	chromium (total)	µg/L	0.18	0.29	0.34	0.38	1.7	<1.0	<1.0	<1.0	<1.0	--
40	40	20	cobalt	µg/L	0.05	0.1	0.03	0.03	1.44	<0.20	<0.2	<0.20	<0.20	--
20-90a	20	1500	copper	µg/L	0.8	1.3	4	3.8	7.32	1.1	1.91	1.02	1.08	5.71
n/s	n/s	n/ac	iron	µg/L	6	100	3	3	1190	<5.0	<5	<5.0	<5.0	--
40-160a	20	10	lead	µg/L	0.03	0.19	0.09	0.05	2.96	<0.20	<0.2	<0.20	<1.0	--
n/s	n/s	8	lithium	µg/L	<0.5	0.5	1.2	<0.5	<2.0	<2.0	<2.0	<2.0	<2.0	--
n/s	n/s	n/ac	manganese	µg/L	<1	5	<1	<1	91.7	8.88	1.9	9.22	9.12	1.09
			mercury	µg/L	-	-	-	-	<0.0019	-	-	-	-	-
10000	10000	250	molybdenum	µg/L	1	1	0.98	1.9	<1.0	1.3	1.1	1.0	1.1	9.52
250-1500a	83	80	nickel	µg/L	0.4	0.4	1.1	1.1	1.8	<1.0	<1.0	<1.0	<1.0	--
20	20	10	selenium	µg/L	<0.2	<0.2	<0.2	<0.2	<0.10	0.12	0.23	0.13	0.15	14.29
0.5-15a	15	20	silver	µg/L	<0.01	<0.01	<0.01	<0.01	<0.020	<0.02	<0.02	<0.020	<0.020	--
n/s	n/s	2500	strontium	µg/L	77	85	87	83	93.5	85.8	86.1	86.9	87.9	1.14
3	3	n/s	thallium	µg/L	<0.01	<0.01	<0.01	<0.01	0.014	<0.010	<0.01	<0.010	<0.010	--
n/s	n/s	2500	tin	µg/L	<0.1	<0.1	0.6	0.2	<5.0	<5.0	<5	<5.0	<5.0	--
1000	1000	n/s	titanium	µg/L	11	10	4	<0.1	39.8	<5.0	<5	<5.0	<5.0	--
85	85	20	uranium	µg/L	0.17	0.19	0.17	5	0.2	0.16	0.18	0.17	0.17	0.00
n/s	n/s	20	vanadium	µg/L	0.5	0.62	0.56	0.24	<5.0	<5.0	<5	<5.0	<5.0	--
75-3150a	100	3000	zinc	µg/L	1.2	1.7	5.3	6.1	<5.0	<5	<5	<5.0	<5.0	--
n/s	n/s	n/s	zirconium	µg/L	<0.1	<0.1	<0.1	<0.1	0.2	<0.10	<0.1	<0.10	<0.10	--

Groundwater Exceedances	
125	Exceeds CSR AW _W standards
125	Exceeds CSR AW _M standards
125	Exceeds CSR DW standards
QA/QC Exceedances	
80%	RPD exceeds data quality objectives



TABLE 1: GROUNDWATER ANALYTICAL RESULTS
INORGANICS
4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

CSR AWW Standards	CSR AWM Standards	CSR DW Standards	SAMPLE ID	Units	MW19-03		MW19-04						MW21-07							
					2022		2022			2023			2022			2023				
					26-Oct-22	16-Dec-22	02-Mar-22	15-Jun-22	26-Oct-22	27-Mar-23	21-Sep-23	28-Nov-23	02-Mar-22	15-Jun-22	16-Dec-22	27-Mar-23	18-Apr-23	23-May-23	28-Nov-23	
					nm	nm	nm	nm	nm	C321183	C375424	CFQ003	nm	nm	nm	C321183	C326789	C336804	CFQ002	
n/s	n/s	n/s	BV Sample ID	nm <td>hardness</td> <td>370</td> <td>360</td> <td>250</td> <td>290</td> <td>300</td> <td>285</td> <td>545</td> <td>305</td> <td>nm<td>nm<td>nm</td><td>BOC783</td><td>BOZ525</td><td>BQY771</td><td>C397170</td></td></td>	hardness	370	360	250	290	300	285	545	305	nm <td>nm<td>nm</td><td>BOC783</td><td>BOZ525</td><td>BQY771</td><td>C397170</td></td>	nm <td>nm</td> <td>BOC783</td> <td>BOZ525</td> <td>BQY771</td> <td>C397170</td>	nm	BOC783	BOZ525	BQY771	C397170
Dissolved Metals																				
n/s	n/s	9500	aluminum	µg/L	3	2	5	120	14	1090	<6.0	<3.0	12	3500	4	7530	-	3.5	3.6	
90	2500	6	antimony	µg/L	0.23	0.25	0.013	0.18	0.17	<0.50	<1.0	<0.5	0.35	0.16	0.18	<0.50	-	<0.50	<0.5	
50	125	10	arsenic	µg/L	0.9	1	1.3	1.4	1.1	1.82	1.07	0.83	0.8	1.3	0.5	1.51	-	0.26	0.28	
10000	5000	1000	barium	µg/L	52	64	48	61	58	85.7	92.2	49.7	15	97	63	296	-	34.3	61.4	
1.5	1000	8	beryllium	µg/L	<0.05	<0.05	<0.05	<0.05	<0.05	<0.10	<0.2	<0.10	<0.05	0.1	<0.05	0.16	-	<0.10	<0.10	
n/s	n/s	n/s	bismuth	µg/L	<0.1	<0.1	<0.1	<0.1	<0.1	<1.0	<2.0	<1.0	<0.1	<0.1	<0.1	<1.0	-	<1.0	<1.0	
12000	12000	5000	boron	µg/L	45	12	31	22	24	<50	50	<5.0	22	13	18	<50	-	<50	<5.0	
0.5-4a	15	5	cadmium	µg/L	0.03	0.03	0.03	0.06	0.04	0.048	<0.01	<0.010	0.01	0.07	0.03	0.122	-	<0.010	0.013	
10	15	50	chromium (total)	µg/L	0.26	0.38	0.14	0.19	0.14	1.4	<2.0	<1.0	0.37	4.1	0.14	4.6	-	<1.0	<1.0	
40	40	20	cobalt	µg/L	0.09	0.04	0.04	0.24	0.14	1.05	<0.4	<0.2	0.06	2.6	0.06	5.74	-	<0.20	<0.20	
20-90a	20	1500	copper	µg/L	3.6	2	1.4	3	4.1	5.22	2.99	1.28	5.7	24	7.4	21	2.6	1.68	2.89	
n/s	n/s	n/ac	iron	µg/L	5	5	<2	110	16	1130	<10	<5.0	5	4100	4	4500	-	<5.0	<5.0	
40-160a	20	10	lead	µg/L	0.11	0.49	0.2	0.1	0.08	0.61	<0.4	<0.2	<0.01	0.98	0.07	2.16	-	<0.20	<0.20	
n/s	n/s	8	lithium	µg/L	2.4	2.3	6.7	6.5	5.4	6.9	12.1	5.2	1.2	2.6	1.3	2.4	-	<2.0	<2.0	
n/s	n/s	n/ac	manganese	µg/L	20	5	41	190	150	284	393	7	5	160	4	466	-	7.58	5.1	
			mercury	µg/L	-	-	-	-	-	<0.0019	-	-	-	-	-	<0.0019	-	-	-	
10000	10000	250	molybdenum	µg/L	2	1.1	5	0.43	2.8	3.3	2.8	2.6	3.6	0.43	0.66	<1.0	-	<1.0	<1.0	
250-1500a	83	80	nickel	µg/L	2.1	1	1.8	3.6	2.8	2.2	2.5	<1.0	1.1	3.6	1.2	4.0	-	<1.0	<1.0	
20	20	10	selenium	µg/L	<0.2	<0.2	<0.2	0.6	<0.2	<0.10	<0.2	<0.10	0.9	0.6	<0.2	0.22	-	<1.0	0.13	
0.5-15a	15	20	silver	µg/L	<0.01	<0.01	<0.01	0.01	<0.01	<0.020	<0.04	<0.02	<0.01	0.01	<0.01	0.052	-	<0.020	<0.020	
n/s	n/s	2500	strontium	µg/L	210	200	170	130	210	244	529	255	140	130	200	142	-	114	178	
3	3	n/s	thallium	µg/L	0.02	<0.05	0.03	0.04	0.02	0.038	0.045	0.018	0.01	0.04	0.02	0.06	-	<0.010	0.017	
n/s	n/s	2500	tin	µg/L	0.5	0.02	0.1	0.4	0.5	<5.0	<10	<5.0	0.3	0.3	0.5	<5.0	-	<5.0	<5.0	
1000	1000	n/s	titanium	µg/L	13	<0.1	8	22	12	42.4	<10	<5.0	8	210	0.1	229	-	<5.0	<5.0	
85	85	20	uranium	µg/L	1.1	19	1.6	1.6	1.4	1.53	2.11	1.46	1.8	0.88	14	0.9	-	0.34	0.63	
n/s	n/s	20	vanadium	µg/L	3.5	0.9	0.41	0.52	0.51	<5.0	<10	<5.0	1.4	11	1.1	13.9	-	<5.0	<5.0	
75-3150a	100	3000	zinc	µg/L	13	0.55	2.7	11	11	7.1	<10	<5.0	0.7	15	0.47	16.3	-	<5.0	<5.0	
n/s	n/s	n/s	zirconium	µg/L	0.1	8.6	<0.1	0.2	<0.1	0.15	<0.2	<0.10	<0.1	1	21	2.28	-	<0.10	<0.10	

Groundwater Exceedances	
125	Exceeds CSR AWW standards
125	Exceeds CSR AWM standards
125	Exceeds CSR DW standards
QA/QC Exceedances	
80%	RPD exceeds data quality objectives



TABLE 2: GROUNDWATER ANALYTICAL RESULTS
INORGANICS
4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

CSR AW _{FW} Standards	CSR AW _M Standards	CSR DW Standards	SAMPLE ID DATE SAMPLED COC Job # BV Sample ID	Units	MW13-2								MW19-03	
					2022				2023				2022	
					02-Mar-22	15-Jun-22	26-Oct-22	16-Dec-22	27-Mar-23	23-May-23	21-Sep-23	28-Nov-23	26-Oct-22	16-Dec-22
					nm	nm	nm	nm	C321183	C336804	C375424	C397170	nm	nm
					nm	nm	nm	nm	BOC781	BQY770	BZS466	CFQ001	nm	nm
Petroleum Hydrocarbons														
500	500	n/s	LEPHw	µg/L	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
5000	5000	5000	EPHW ₁₀₋₁₉	µg/L	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
n/s	n/s	n/s	HEPHw	µg/L	<200	<200	<200	<200	270	<200	<200	<200	<200	<200
n/s	n/s	n/s	EPHW ₉₋₃₂	µg/L	<200	<200	<200	<200	270	<200	<200	<200	<200	<200
Polycyclic Aromatic Hydrocarbons														
60	60	250	acenaphthene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.050	<0.1	<0.1
n/s	n/s	n/s	acenaphthylene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.050	<0.1	<0.1
0.5	0.5	n/s	acridine	µg/L	<0.05	<0.05	<0.05	<0.05	<0.050	<0.050	<0.050	<0.050	<0.05	<0.05
1	1	1000	anthracene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.010	<0.010	<0.010	<0.010	<0.1	<0.1
1	1	0.07	benz(a)anthracene	µg/L	<0.01	<0.01	<0.01	<0.01	<0.010	<0.010	<0.010	<0.010	<0.01	<0.01
0.1	0.1	0.01	benzo(a)pyrene	µg/L	<0.01	<0.01	<0.01	<0.01	<0.0050	<0.0050	<0.0050	<0.0050	<0.01	<0.01
n/s	n/s	0.07	benzo(b+j)fluoranthenes	µg/L	<0.04	<0.04	<0.04	<0.04	<0.030	<0.030	<0.030	<0.030	<0.04	<0.04
n/s	n/s	n/s	benzo(g,h,i)perylene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.050	<0.1	<0.1
n/s	n/s	n/s	benzo(k)fluoranthene	µg/L	<0.02	<0.02	<0.02	<0.02	<0.050	<0.050	<0.050	<0.050	<0.02	<0.02
1	1	7	chrysene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.020	<0.020	<0.020	<0.020	<0.1	<0.1
n/s	n/s	0.01	dibenz(a,h)anthracene	µg/L	<0.01	<0.01	<0.01	<0.01	<0.0030	<0.0030	<0.0030	<0.0030	<0.01	<0.01
2	2	150	fluoranthene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.020	<0.020	<0.020	<0.020	<0.1	<0.1
120	120	150	fluorene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.050	<0.1	<0.1
n/s	n/s	n/s	indeno(1,2,3-cd)pyrene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.050	<0.1	<0.1
n/s	n/s	5.5	methylnaphthalene, 1-	µg/L	<0.1	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.050	<0.1	<0.1
n/s	n/s	15	methylnaphthalene, 2-	µg/L	<0.1	<0.1	<0.1	<0.1	<0.10	<0.10	<0.10	<0.10	<0.1	<0.1
10	10	80	naphthalene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.10	<0.10	<0.10	<0.10	<0.1	<0.1
3	3	n/s	phenanthrene	µg/L	<0.1	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.050	<0.1	<0.1
0.2	0.2	100	pyrene	µg/L	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020
34	34	0.05	quinoline	µg/L	<0.01	<0.01	<0.01	<0.01	<0.020	<0.020	<0.020	<0.020	<0.01	<0.01

Groundwater Exceedances	
125	Exceeds CSR AW _{FW} standards
125	Exceeds CSR AW _M standards
125	Exceeds CSR DW standards
QA/QC Exceedances	
80%	RPD exceeds data quality objectives



TABLE 2: GROUNDWATER ANALYTICAL RESULTS
INORGANICS
4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

CSR AW _{FW} Standards	CSR AW _M Standards	CSR DW Standards	SAMPLE ID DATE SAMPLED COC Job # BV Sample ID	Units	MW19-04						MW21-07					
					2022			2023			2022			2023		
					02-Mar-22	15-Jun-22	26-Oct-22	27-Mar-23	21-Sep-23	28-Nov-23	02-Mar-22	15-Jun-22	16-Dec-22	27-Mar-23	23-May-23	28-Nov-23
					nm	nm	nm	C321183 BOC782	C375424 BZS467	C397170 CFQ003	nm	nm	nm	C321183 BOC783	C336804 BQY771	C397170 CFQ002
			Petroleum Hydrocarbons													
500	500	n/s	LEPHw	µg/L	<200	<200	200	<200	<200	<200	<200	<200	<200	<200	<200	<200
5000	5000	5000	EPHw ₁₀₋₁₉	µg/L	<200	<200	200	<200	<200	<200	<200	<200	<200	<200	<200	<200
n/s	n/s	n/s	HEPHw	µg/L		420	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
n/s	n/s	n/s	EPHw ₁₉₋₃₂	µg/L		420	<200	<200	<200	<200	<200	<200	<200	<200	<200	<200
			Polycyclic Aromatic Hydrocarbons													
60	60	250	acenaphthene	µg/L	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050
n/s	n/s	n/s	acenaphthylene	µg/L	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050
0.5	0.5	n/s	acridine	µg/L	<0.05	<0.05	<0.05	<0.050	<0.050	<0.050	<0.05	<0.05	<0.05	<0.050	<0.050	<0.050
1	1	1000	anthracene	µg/L	<0.1	<0.1	<0.1	<0.010	<0.010	<0.010	<0.1	<0.1	<0.1	<0.010	<0.010	<0.010
1	1	0.07	benz(a)anthracene	µg/L	<0.01	<0.01	<0.01	0.012	<0.010	<0.010	<0.01	<0.01	<0.01	<0.010	<0.010	<0.010
0.1	0.1	0.01	benzo(a)pyrene	µg/L	<0.01	<0.01	<0.01	<0.0050	<0.0050	<0.0050	<0.01	<0.01	<0.01	<0.0050	<0.0050	<0.0050
n/s	n/s	0.07	benzo(b+j)fluoranthenes	µg/L	<0.04	<0.04	<0.04	<0.030	<0.030	<0.030	<0.04	<0.04	<0.04	<0.030	<0.030	<0.030
n/s	n/s	n/s	benzo(g,h,i)perylene	µg/L	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050
n/s	n/s	n/s	benzo(k)fluoranthene	µg/L	<0.02	<0.02	<0.02	<0.050	<0.050	<0.050	<0.02	<0.02	<0.02	<0.050	<0.050	<0.050
1	1	7	chrysene	µg/L	<0.1	<0.1	<0.1	<0.020	<0.020	<0.020	<0.1	<0.1	<0.1	<0.020	<0.020	<0.020
n/s	n/s	0.01	dibenz(a,h)anthracene	µg/L	<0.01	<0.01	<0.01	0.0072	<0.0030	<0.0030	<0.01	<0.01	<0.01	<0.0030	<0.0030	<0.0030
2	2	150	fluoranthene	µg/L	<0.1	<0.1	<0.1	<0.020	<0.020	<0.020	<0.1	<0.1	<0.1	<0.020	<0.020	<0.020
120	120	150	fluorene	µg/L	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050
n/s	n/s	n/s	indeno(1,2,3-cd)pyrene	µg/L	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050
n/s	n/s	5.5	methylnaphthalene, 1-	µg/L	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050
n/s	n/s	15	methylnaphthalene, 2-	µg/L	<0.1	<0.1	<0.1	<0.10	<0.10	<0.10	<0.1	<0.1	<0.1	<0.10	<0.10	<0.10
10	10	80	naphthalene	µg/L	<0.1	<0.1	<0.1	<0.10	<0.10	<0.10	<0.1	<0.1	<0.1	<0.10	<0.10	<0.10
3	3	n/s	phenanthrene	µg/L	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050	<0.050
0.2	0.2	100	pyrene	µg/L	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020
34	34	0.05	quinoline	µg/L	<0.01	<0.01	<0.01	<0.020	<0.020	<0.020	<0.01	<0.01	<0.01	<0.020	<0.020	<0.020

Groundwater Exceedances	
125	Exceeds CSR AW _{FW} standards
125	Exceeds CSR AW _W standards
125	Exceeds CSR DW standards
QA/QC Exceedances	
80%	RPD exceeds data quality objectives



TABLE 3: GROUNDWATER ANALYTICAL RESULTS
ROUTINE PARAMETERS

4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

SAMPLE ID	Year	DATE SAMPLED			Chemical Oxygen Demand	pH	Conductivity	Calcium	Magnesium	Potassium	Silicon	Sodium	Sulphur	Chloride	Hardness as CaCO3
			Units		mg/L	no units	uS/cm @ 25C	µg/L	µg/L	µg/L	µg/L	mg/L	µg/L	mg/L	mg/L
			CSR AW _{PW}	Standards	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	1500	n/s
			CSR AW _M	Standards	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s
MW13-2	2022	02-Mar-22	nm	nm	20	8.09	227	24000	9400	1500	10000	9.4	2000	7.46	98
		15-Jun-22			ns	not representative	not representative	25000	9800	1400	9800	9.4	2100	7.3	102
		26-Oct-22			50	7.44	236	25000	9300	2000	9800	11	2000	7.39	100
		16-Dec-22			30	7.72	232	25000	9100	1700	8400	8.7	2200	7.43	99
	2023	27-Mar-23	C321183	BOC781	35	7.68	793	26000	9830	1550	12400	12.2	<3000	6.8	137
		23-May-23	C336804	BQY770	10	8.6	230	24300	8880	1490	9730	7.95	<3000	7.4	97.2
		21-Sep-23	C375424	BZS466	25	8.83	240	21500	1900	1480	9490	8.44	<3000	7.1	89.2
		28-Nov-23	C397170	CFQ001	21	7.86	230	24.1	9220	1680	10500	9.08	<3000	6.9	98.1
MW19-03	2022	26-Oct-22	nm	nm	100	7.44	721	110	26000	3700	16000	23	11000	5.9	370
		16-Dec-22			50	7.21	744	110	24000	2400	15000	16	11000	5.7	360
MW19-04	2022	02-Mar-22	nm	nm	290	7.42	746	64000	22000	2500	13000	76	3400	9	250
		15-Jun-22			ns	not representative	not representative	73000	26000	2400	14000	60	3500	9.3	290
		26-Oct-22			50	7.67	756	77000	27000	3300	14000	56	3400	9.5	300
	2023	27-Mar-23	C321183	BOC782	19	not measured	not measured	74900	25700	2810	16500	64.4	<3000	11	285
		23-May-23	n/a	n/a	Dry										
		21-Sep-23	C375424	BZS467	25	7.03	720	131000	393000	4190	27700	80.7	<6000	11	545
		28-Nov-23	C397170	CFQ003	181	7.39	735	77600	27100	2640	6360	44.9	<3000	12	305
MW21-07	2022	02-Mar-22	nm	nm	110	7.53	453	56000	9300	1500	4400	29	8100	4.52	180
		15-Jun-22			ns	not representative	not representative	57000	9300	2000	9700	23	5200	2.9	180
		26-Oct-22			Dry										
		16-Dec-22			110	7.48	600	79000	12000	2500	4800	27	6600	9.53	250
	2023	27-Mar-23	C321183	BOC783	30	7.52	417	64700	10200	1700	10200	17.3	<3000	3.2	252
		23-May-23	C336804	BQY771	89	7.36	390	55100	7580	1250	6210	14	3400	4	169
		21-Sep-23	n/a	n/a	Dry										
		28-Nov-23	C397170	CFQ002	117	7.62	530	68800	10000	2420	15400	21.7	3800	4.1	213

TABLE 4: LEACHATE ANALYTICAL RESULTS
INORGANICS
4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

CSR AW _{FW}	CSR AW _M	SAMPLE ID	Units	NLLD				Liner Under flow		OWLP			
				2022		2023		2022		2022	2023		
				15-Jun-22	16-Dec-22	23-May-23	28-Nov-23	15-Jun-22	16-Dec-22	16-Dec-22	23-May-23	28-Nov-23	04-Jan-23
				nm	nm	C336810	C397767	nm	nm	nm	C336810	C397767	C400831
Standards	Standards	DATE SAMPLED				BQY790	CFQ006				BQY791	CFQ005	CHH548
		TOP OF SCREEN (mbg)											
		BOTTOM OF SCREEN (mbg)											
n/s	n/s	hardness	mg/L	370	210	4420	256	189	143	370		283	--
Dissolved Metals													
n/s	n/s	aluminum	µg/L	270	380	1050	873	31	43	94	101	175	--
90	2500	antimony	µg/L	0.84	5.3	<5.0	<2.5	0.11	1.2	0.48	<2.5	<2.5	--
50	125	arsenic	µg/L	7.9	17	14	10.8	1.1	7.5	4	7.42	4.19	--
10000	5000	barium	µg/L	9.8	9	29	14.2	26	6	11	13.3	14.2	--
1.5	1000	beryllium	µg/L	<0.05	0.06	<1.0	<0.50	<0.05	<0.05	<0.05	<0.5	<0.50	--
n/s	n/s	bismuth	µg/L	<0.1	<0.1	<10	<5.0	<0.1	<0.1	<0.1	<5.0	<5.0	--
12000	12000	boron	µg/L	4300	4200	3820	3580	5	1500	1100	1500	988	--
0.5-4a	15	cadmium	µg/L	0.02	0.05	0.33	0.067	<0.01	0.02	0.01	<0.050	<0.050	--
10	15	chromium (total)**	µg/L	2.4	6.1	20	7.5	0.27	1.4	14	24.5	12.1	1.9
90	560	chromium III		--	--	--	--	--	--	--	--	--	<0.002
10	15	chromium 6+		--	--	--	--	--	--	--	--	--	<0.002
40	40	cobalt	µg/L	0.21	0.55	3.4	1	0.04	0.09	0.41	<1.0	<1.0	--
20-90a	20	copper	µg/L	<0.5	2.7	347	7.4	1.7	5.6	0.9	<2.5	<2.5	--
n/s	n/s	iron	µg/L	48	250	3060	962	54	40	240	364	767	--
40-160a	20	lead	µg/L	0.07	0.32	3.2	<1.0	0.04	0.05	0.06	<1.0	<1.0	--
n/s	n/s	lithium	µg/L	18	12	<20	<10	0.6	3	11	15	<10	--
n/s	n/s	manganese	µg/L	77	55	397	256	3	2	140	286	276	--
10000	10000	molybdenum	µg/L	14	61	28	27.6	1.6	5	3	<5.0	<5.0	--
250-1500a	83	nickel	µg/L	11	18	47	16	0.3	1	34	97	37	--
20	20	selenium	µg/L	5.4	0.2	<1.0	<0.50	0.6	<0.2	<0.2	<0.5	<0.50	--
0.5-15a	15	silver	µg/L	<0.01	<0.01	0.21	<0.10	<0.01	<0.01	<0.01	<0.10	<0.10	--
n/s	n/s	strontium	µg/L	170	91	2350	124	190	130	290	478	200	--
3	3	thallium	µg/L	<0.01	<0.01	0.35	<0.050	<0.01	<0.01	<0.01	<0.05	<0.050	--
n/s	n/s	tin	µg/L	0.3	2.3	<50	<25	<0.1	<0.1	0.4	<25	<25	--
1000	1000	titanium	µg/L	75	100	257	167	12	7	170	300	141	--
85	85	uranium	µg/L	1.1	1.6	1.2	1.35	1.8	0.8	0.5	0.64	<0.50	--
n/s	n/s	vanadium	µg/L	74	100	257	74	0.68	27	66	180	61	--
75-3150a	100	zinc	µg/L	16	16	719	<25	0.7	9	6	<25	<25	--
n/s	n/s	zirconium	µg/L	1.6	2.6	1.3	2.72	<0.1	1	4	3.35	1.63	--

Groundwater Exceedances	
125	Exceeds CSR AW _{FW} standards
125	Exceeds CSR AW _M standards



TABLE 5: LEACHATE ANALYTICAL RESULTS
INORGANICS
4405 North Island Highway, Campbell River, BC
NT Energy
Project #: 17871
February 2024

Standards	Standards	SAMPLE ID	Units	NLLD				Liner Underflow		OWLP		
				2022		2023		2022		2022	2023	
				15-Jun-22	16-Dec-22	23-May-23	28-Nov-23	15-Jun-22	16-Dec-22	16-Dec-22	23-May-23	28-Nov-23
				nm	nm	C336810	C397767	nm	nm	nm	C336810	C397767
		LAB CERTIFICATE		nm	nm	BQY790	CFQ006	nm	nm	nm	BQY791	CFQ005
		LAB SAMPLE ID										
Petroleum Hydrocarbons												
500	500	LEPHw	µg/L	<200	<200	<200	<200	<200	<200	<200	-	<200
5000	5000	EPHW ₁₅₋₁₉	µg/L	<200	<200	<200	<200	<200	<200	<200	-	<200
n/s	n/s	HEPHw	µg/L	<200	<200	<200	<200	<200	<200	<200	-	<200
n/s	n/s	EPHW ₉₋₃₂	µg/L	<200	<200	<200	<200	<200	<200	<200	-	<200
Polycyclic Aromatic Hydrocarbons												
60	60	acenaphthene	µg/L	<0.1	<0.1	<0.050	0.58	<0.1	<0.1	<0.1	0.58	<0.050
n/s	n/s	acenaphthylene	µg/L	<0.1	<0.1	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050
0.5	0.5	acridine	µg/L	<0.05	<0.05	<0.050	<0.050	<0.05	<0.05	<0.05	<0.050	<0.050
1	1	anthracene	µg/L	<0.1	<0.1	<0.010	<0.010	<0.1	<0.1	<0.1	<0.010	<0.010
1	1	benz(a)anthracene	µg/L	<0.01	<0.01	<0.010	<0.010	<0.01	<0.01	<0.01	<0.010	<0.010
0.1	0.1	benzo(a)pyrene	µg/L	<0.01	<0.01	<0.0050	<0.0050	<0.01	<0.01	<0.01	<0.0050	<0.0050
n/s	n/s	benzo(b+j)fluoranthenes	µg/L	<0.04	<0.04	<0.030	<0.030	<0.04	<0.04	<0.04	<0.030	<0.030
n/s	n/s	benzo(g,h,i)perylene	µg/L	<0.1	<0.1	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050
n/s	n/s	benzo(k)fluoranthene	µg/L	<0.02	<0.02	<0.050	<0.050	<0.02	<0.02	<0.02	<0.050	<0.050
1	1	chrysene	µg/L	<0.1	<0.1	<0.020	<0.020	<0.1	<0.1	<0.1	<0.020	<0.020
n/s	n/s	dibenz(a,h)anthracene	µg/L	<0.01	<0.01	<0.0030	<0.0030	<0.01	<0.01	<0.01	<0.0030	<0.0030
2	2	fluoranthene	µg/L	<0.1	<0.1	<0.020	<0.020	<0.1	<0.1	<0.1	<0.020	<0.020
120	120	fluorene	µg/L	<0.1	<0.1	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050
n/s	n/s	indeno(1,2,3-cd)pyrene	µg/L	<0.1	<0.1	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050
n/s	n/s	methylnaphthalene, 1-	µg/L	<0.1	<0.1	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050
n/s	n/s	methylnaphthalene, 2-	µg/L	<0.1	<0.1	<0.10	<0.10	<0.1	<0.1	<0.1	<0.10	<0.10
10	10	naphthalene	µg/L	<0.1	<0.1	<0.10	0.22	<0.1	<0.1	<0.1	0.22	<0.10
3	3	phenanthrene	µg/L	<0.1	<0.1	<0.050	<0.050	<0.1	<0.1	<0.1	<0.050	<0.050
0.2	0.2	pyrene	µg/L	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020
34	34	quinoline	µg/L	<0.01	<0.01	<0.020	<0.020	<0.01	<0.01	<0.01	<0.020	<0.020

Groundwater Exceedances

125	Exceeds CSR AW _{FW} standards
125	Exceeds CSR AW _M standards

TABLE 6: LEACHATE ANALYTICAL RESULTS
ROUTINE PARAMETERS
 4405 North Island Highway, Campbell River, BC
 NT Energy
 Project #: 17871

February 2024

			Chemical Oxygen Demand	pH	Conductivity	Calcium	Magnesium	Potassium	Silicon	Sodium	Sulphur	Chloride	Hardness as CaCO3
			Units	mg/L	no units	uS/cm @ 25C	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L
			CSR AW _{FW}	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	1500	n/s
			CSR AW _M	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s	n/s
			Permit 1602	n/s	n/s	n/s	n/s	n/s	n/s	200	n/s	250	n/s
SAMPLE ID	Year	DATE											
NLLD	2022	15-Jun-22	90	9.05	4120	36	68	86	21	930	150	123	370
		16-Dec-22	40	8.08	1433	28	18	25	9.1	280	29	51	142
	2023	23-May-23	188	8.4	3890	1650	75.4	94.2	22.2	911	81	120	442
		28-Nov-23	80	9.43	3899	34.7	41.1	73.5	12.7	859	65	160	256
Underliner	2022	15-Jun-22	110	not representative	not representative	36	24	25	10	250	19	90.3	189
		16-Dec-22	120	8.37	4150	43	64	61	9.5	830	34	665	350
OLWP	2022	15-Jun-22	80	not representative	not representative	-	-	-	-	-	-	-	-
		16-Dec-22	120	9.23	4850	15	41	88	18	1200	100	168	210
	2023	23-May-23	176	8.9	3995	5160	94.6	73.9	14.2	1060	40	910	518
		28-Nov-23	87	8.51	2100	43.4	42.5	37.6	11.6	405	<15	86	283

Groundwater Exceedances

125	Exceeds CSR AW _{FW} standards
125	Exceeds CSR AW _M standards

APPENDIX A

QUARTERLY LANDFILL REPORTS



June 5, 2023

Ministry of Environment and Climate Change Strategy
2080 - A Labieux Road
Nanaimo, BC V9T 6J9

Attn Routine Environmental Reporting Submission Mailbox

**Re: NTE Discovery Park, Waste Volume Report (Permit 1602) – Quarter 1
4405 North Island Highway, Campbell River, BC
Project No. 17871**

Keystone Environmental Ltd. (Keystone Environmental) was retained by NT Energy (dba NTE Discovery Park Ltd., or the Client) to complete the quarterly landfill volumes as specified in subsections 4.1.1 and 4.4 of Permit 1602, issued by the BC Ministry of Environment and Climate Change Strategy.

The volumes of material deposited into the Discovery Park landfill were provided by the Discovery Park staff and this letter.

January 1, 2023 to March 31, 2023

1,500,000 kg (750 m³) of soil
275,170 kg (275 m³) of asbestos
Total 1025 m³

Keystone Environmental Ltd. confirms that this report titled *NTE Discovery Park, Waste Volume Report – Quarter 1*, has been prepared in general conformance with the Permit 1602 requirements.

Report author Suzanne Durnin, Project Manager and Professional(s) of Record, has demonstrable experience in the investigation of the type of contamination at the Site and are familiar with the investigation carried out at the Site. The report is subject to the General Terms and Conditions appended at the end of the report.

If you have questions regarding the information contained in this report, please contact Sue Durnin, P.Ag. sdurnin@keystoneenvironmental.ca.

Keystone Environmental Ltd.

**Suzanne Durnin, P.Ag.
Project Management**

ATTACHMENTS

➤ General Terms and Conditions

KEYSTONE ENVIRONMENTAL LTD
GENERAL TERMS AND CONDITIONS FOR SERVICES

KEYSTONE ENVIRONMENTAL LTD.
GENERAL TERMS AND CONDITIONS FOR SERVICES

All work and/or professional services described in the Proposal or Work Plan prepared by Keystone Environmental Ltd. ("Keystone Environmental") shall be performed in accordance with these General Terms and Conditions. The Proposal or Work Plan stipulates the scope of work/services, schedule, compensation, and any other specified conditions.

1. COMPENSATION

The fees for services provided by Keystone Environmental consists of: (1) an hourly billing rate for any staff member working on the project, except for lump-sum or percent of construction fee basis projects; (2) reimbursement of direct expenses; (3) reimbursement of subcontractor's and other special costs; and (4) use and rental charges for equipment. Invoices will be issued monthly for payment unless other arrangements have been agreed upon in writing. Invoices are due in 30 days of the invoice date. Subcontractor billings are payable upon presentation. A finance charge of 1.5% per month (19.6% per annum) may be charged on past due accounts. Payment of Keystone Environmental invoices shall be in Canadian currency.

Payment shall be provided by money transfer, cheque, or with prior approval by Keystone Environmental, Master Card or Visa. A surcharge of 3% may be added to payments by MasterCard or Visa if the invoice amount exceeds \$6,000.00. Fees shall be paid in advance if stipulated in the proposal and/or work plan.

Keystone Environmental may, at its sole discretion, withhold work products at any time that invoices are past due and until invoices are paid in full. Keystone Environmental may also, at its sole discretion, stop work at any time invoices are past due.

In the event that Keystone Environmental shall take collection or legal action for the recovery of the payment of outstanding invoices, Keystone Environmental shall be entitled to recover all collection and legal fees and expenses incurred by it with respect to such action.

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REIMBURSABLE EXPENSES

- (a) The following expenses will be invoiced at cost plus 10% to cover overhead:
- (i) Travel expenses including airfare, rental vehicles, personal vehicles at \$0.68/km for less than 5,000 kms and \$0.62/km for 5,000 kms and over, subsistence and lodging.
 - (ii) Costs for expendable sampling and field supplies.
 - (iii) All project-related purchases including subcontractor costs, laboratory charges, material fees, duties, deposits, equipment purchases, third party equipment rentals and other outside costs incurred specifically for the project.
- (b) The following expenses will be invoiced at the rates which follow:
- (i) Field and reproduction equipment in accordance with our Equipment Rate Schedule.
 - (ii) Engineering and specialty software services will be invoiced at \$20.00/connect hour as stipulated in the proposal and/or work plan

Technology & Support fee equal to four percent (4%) of all labour fees will be charged to cover communications costs, including telephone, cellular data, mailing and courier, creating electronic PDF reports, electronic file transfer, project administration and accounting labour, secure electronic professional signatures, and seals.



2. **INDEPENDENT CONTRACTOR**

Keystone Environmental shall be an independent contractor and shall be fully independent in performing the services and shall not act or hold themselves out as an agent, servant, or employee of CLIENT.

3. **KEYSTONE ENVIRONMENTAL'S PERFORMANCE**

Keystone Environmental shall perform the services with the standard of care that is in accordance with generally accepted professional practices, for services of a similar nature and time.

In the event Keystone Environmental's professional performance, fails to conform to the above stated standard, Keystone Environmental shall, at its discretion and its expense, proceed expeditiously to repertory the nonconforming, or upon the mutual agreement of the parties, refund the amount of compensation paid to Keystone Environmental for such nonconforming work. In no event shall Keystone Environmental be required to bear the cost of gaining access to perform its obligations.

4. **CLIENT WARRANTY**

CLIENT warrants that it will provide to Keystone Environmental all information regarding the site, including underground structures and utilities, facilities, buildings, and land involved with the work and that such information shall be true and correct and that it has title to or will provide right of entry or access to all property necessary to perform the work. The Client shall provide all licenses and permits required for the work, unless otherwise stated in the proposal and/or work plan,

5. **INDEMNITY**

a. Subject to the limitations of Section 6 below, Keystone Environmental agrees to indemnify, and hold harmless CLIENT (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including reasonable legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, to the extent caused by or arising out of: (i) Keystone Environmental's errors or omissions or (ii) negligence on the part of Keystone Environmental in performing services hereunder.

b. CLIENT agrees to indemnify and hold harmless Keystone Environmental (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, caused by, or arising out of in whole or in part: (i) any negligence or willful misconduct of CLIENT, (ii) any breach by CLIENT of any warranties or other provisions hereunder, (iii) any condition including, but not limited to, contamination existing at the site, or (iv) contamination of other property arising or alleged to arise from or be related to the site, provided however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of: (i) any negligence or willful misconduct of Keystone Environmental; or(ii) any breach of Keystone Environmental of any warranties hereunder.

6. **LIMITATION OF LIABILITY**

Keystone Environmental's total liability, whether arising from or based upon breach of professional standard of care, breach of contract, tort, including Keystone Environmental's negligence, strict liability, indemnity or any other cause of basis whatsoever, is expressly limited to the limits of Keystone Environmental's insurance coverage. This provision limiting Keystone Environmental's liability shall survive the termination, cancellation or expiration of any contract resulting from this Proposal and the completion of services thereunder. After three (3) years of completion of Keystone Environmental's services, any legal costs arising to defend third party claims made against Keystone Environmental in connection with the project defined in the Proposal or Agreement will be paid in full by the CLIENT.

7. **INSURANCE**

Keystone Environmental, during performance of this Agreement, will at its own expense carry Worker's Compensation Insurance within limits required by law; Comprehensive General Liability Insurance for bodily injury and for property damage; Professional Liability Insurance for errors, omissions and negligence; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At CLIENT'S request, Keystone Environmental shall provide a Certificate of Insurance demonstrating Keystone Environmental's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be cancelled until at least thirty (30) days after written notice to CLIENT.



8. **CONFIDENTIALITY**

Each party shall retain as confidential all information and data furnished to it by the other party which relate to the other party's technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, inventions and/or computer programs, which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with work or services performed subject to this Proposal or Agreement, and shall not disclose such information to any third party.

However, nothing herein is meant to prevent nor shall it be interpreted as preventing either Keystone Environmental or CLIENT (the Parties) from disclosing and/or using said information or data; (i) when the information or data is actually known to the receiving Party before being obtained or derived from the transmitting Party; or (ii) when the information or data is generally available to the public without the receiving Party's fault; or (iii) or (iii) where a written release is obtained by the receiving Party from the transmitting Party; or (iv) as required by law.

9. **PROTECTION OF INFORMATION**

Keystone Environmental specifically disclaims any warranties expressed or implied and does not make any representations regarding whether any information associated with conducting the work, including the report, can be protected from disclosure in responses to a request by a federal, provincial or local government agency, or in response to discovery or other legal process during the course of any litigation involving Keystone Environmental or CLIENT. Should Keystone Environmental receive such request from a third party, it will immediately advise CLIENT.

10. **ASSIGNMENT/SUBCONTRACT**

Neither party hereto shall assign this Agreement or any part thereof nor any interest therein without the prior written approval of the other party hereto except as herein otherwise provided. Keystone Environmental shall not subcontract the performance of any work hereunder without the written approval of CLIENT. Subject to the foregoing limitation, the Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

11. **ESTIMATES**

To the extent the work requires Keystone Environmental to prepare opinions of probable cost, for example, opinions of probable cost of construction, such opinions shall be prepared in accordance with generally accepted engineering practice and procedure. However, Keystone Environmental has no control over construction costs, competitive bidding and market conditions, costs of financing, acquisition of land or rights-of-way and Keystone Environmental does not guarantee the accuracy of such opinion of probable cost as compared to actual costs or contractor's bid.

12. **DELAYED AGREEMENTS AND OBLIGATIONS**

The performance by Keystone Environmental of its obligations under this Agreement depends upon the CLIENT performing its obligations in a timely manner and cooperating with Keystone Environmental to the extent reasonably required for completion of the Work. Delays by CLIENT in providing information or approvals or performing its obligations set forth in this Agreement may result in an adjustment of contract price and schedule.

13. **CONSTRUCTION PHASE**

To the extent the work is related to or shall be followed by construction work not performed by Keystone Environmental, Keystone Environmental shall not be responsible for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with the contract documents, drawings and specifications. Keystone Environmental will not direct, supervise or control the work of the CLIENT'S contractors or the CLIENT'S subcontractors.

14. **DOCUMENTATION, RECORDS, AUDIT**

Keystone Environmental when requested by CLIENT, shall provide CLIENT with copies of all documents relating to the service(s) of work performed. Keystone Environmental shall retain true and correct records in connection with each service and/or work performed, and all transactions related thereto and shall retain all such records for twelve (12) months after the end of the calendar year in which the last service pursuant to this Agreement was performed. CLIENT, at its expense and upon reasonable notice, may from time to time during the term of this Agreement, and at any time after the date the service(s) were performed up to twelve (12) months after the end of the calendar year in which the last service(s) were performed, audit records of Keystone Environmental in connection with all costs and expenses which it was invoiced.



15. REPORTS, DOCUMENTS AND INFORMATION

All field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Keystone Environmental in performance of the work shall remain the property of Keystone Environmental. If required as part of the work, Keystone Environmental shall prepare and provide to the CLIENT a report summarizing the work, detail design, specifications, and drawings, as the case may be (CLIENT Report), with electronic secure signature and professional seal. CLIENT shall use the report for its internal purposes and only for those purposes consistent with that which the services and work were performed. , Keystone Environmental shall retain an electronic copy of such CLIENT Report which shall be deemed the original and true copy of the report..

The CLIENT Report shall not to be changed in any way without the prior written consent of Keystone Environmental. The Client accepts full responsibility for any changes made to the report without the prior written consent of Keystone Environmental and shall indemnify and hold harmless Keystone Environmental from any claims arising from use of such changed reports.

16. LIMITED USE OF REPORT

Any report prepared as part of the work will be prepared solely for the internal use of CLIENT. Unless otherwise prior to agreed by Keystone Environmental in writing, CLIENT agree that third parties are not to rely upon the report.

17. SAMPLE MANAGEMENT

CLIENT shall be the owner of all samples collected by Keystone Environmental from the project site . Keystone Environmental or its laboratory sub-contractor will store such samples in a professional manner in a secure area for the period of time necessary to complete the project. Upon completion of the project, Keystone Environmental disposes of the samples in a lawful manner.

18. ACKNOWLEDGMENT AND RECOGNITION OF RISK

CLIENT recognizes and accepts the work to be undertaken by Keystone Environmental may involve unknown undersurface conditions and hazards. CLIENT further recognizes that environmental, geologic, hydrological, and geotechnical conditions can and may vary from those encountered by Keystone Environmental at the times and locations where it obtained data and information and that limitations on available data may result in uncertainty with respect to the interpretation of these conditions. CLIENT recognizes that the performance of services hereunder or the implementation of recommendations made by Keystone Environmental in completing the work required may alter the existing site conditions and affect the environment in the site area.

Unknown undersurface conditions, including underground utility services, tanks, pipes, cables and other works (Underground Works) may be present at the site. Keystone Environmental will conduct utility locates to obtain available information regarding the location of Underground Works in accordance with industry practice. Utility locates are not a guarantee of the location of, or existence of, Underground Works and as a result damage to Underground Works may occur. Keystone Environmental relies on utility locates and Client provided "as-built" and record drawings to determine the location and existence of Underground Works. CLIENT recognizes that the use of utility locates is not a guarantee or warranty that Underground Works may not be damaged and acknowledges that Keystone Environmental is not responsible for any damage caused to Underground Works or the repair of such damage or any resulting or related damage and any costs related to such damage.

19. DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Keystone Environmental is not, and has no responsibility as, a generator, operator or storer of pre-existing hazardous substances or wastes found or identified at work sites. Keystone Environmental shall not directly or indirectly assume title to such hazardous or toxic substances and shall not be liable to third parties.

CLIENT will indemnify and hold harmless Keystone Environmental from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Keystone Environmental as a generator, operator, storer or owner of pre-existing hazardous substances or wastes found or identified at work sites.



20. SUSPENSION OR TERMINATION

In the event the work is terminated or suspended by CLIENT prior to the completion of the services contemplated hereunder, Keystone Environmental shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, and (iii) the costs incurred with respect to non-cancelable commitments.

21. FORCE MAJEURE

Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labour difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; acts of God; acts of omissions of the other party; any other like causes; or any other unlike causes which are beyond the reasonable control of the respective party.

In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labour disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expense accruing or arising from the delaying event shall be solely for the account of the CLIENT.

22. NOTICE

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by facsimile, wire, or certified mail, return receipt requested, postage prepaid, to the address of the party set forth in the Authorization for Work, or to such address for either party as the party may be written notice designate.

23. GOVERNING LAW

This Agreement shall be governed by and interpreted pursuant to the laws of the Province of British Columbia.

24. HEADINGS AND SEVERABILITY

Any heading proceeding the text of sections hereof is inserted solely for convenience or reference and shall not constitute a part of the Agreement and shall not affect the meanings, context, effect or construction of the Agreement. Every part, term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provision shall not be affected thereby.

25. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire Agreement and understanding or the parties relating to the provision of work or services by Keystone Environmental to CLIENT, and merges and supersedes all prior agreements, commitments, representation, writings, and discussions between them and shall be incorporated in all work orders, purchase orders and authorization unless otherwise so stated therein. The terms and conditions and details of this proposal and/or work plan may be amended only by written instrument signed by both parties.





October 5, 2023

Ministry of Environment and Climate Change Strategy
2080 - A Labieux Road
Nanaimo, BC V9T 6J9

Attn Routine Environmental Reporting Submission Mailbox

**Re: NTE Discovery Park, Waste Volume Report (Permit 1602) – Quarter 2
4405 North Island Highway, Campbell River, BC
Project No. 17871**

Keystone Environmental Ltd. (Keystone Environmental) was retained by NT Energy (dba NTE Discovery Park Ltd., or the Client) to document the quarterly landfill volumes as specified in subsections 4.1.1 and 4.4 of Permit 1602, issued by the BC Ministry of Environment and Climate Change Strategy.

During the second quarter of 2023 (April to June), the Discovery Park staff indicated that no material was deposited into the Discovery Park landfill.

Keystone Environmental Ltd. confirms that this letter titled *NTE Discovery Park, Waste Volume Report – Quarter 2*, has been prepared in general conformance with the Permit 1602 requirements.

Report author Suzanne Durnin, Project Manager and Professional(s) of Record, has demonstrable experience in the investigation of the type of contamination at the Site and are familiar with the investigation carried out at the Site. The report is subject to the General Terms and Conditions appended at the end of the report.

If you have questions regarding the information contained in this report, please contact Sue Durnin, P.Ag. sdurnin@keystoneenvironmental.ca.

Keystone Environmental Ltd.

**Suzanne Durnin, P.Ag.
Project Management**

I:\17800-17899\17871 Discovery Park\12a - Quarterly Sampling\Quarterly landfill tipping reports\Q2\1602 2023 Q2 Sld Data.docx

ATTACHMENTS

➤ General Terms and Conditions

KEYSTONE ENVIRONMENTAL LTD
GENERAL TERMS AND CONDITIONS FOR SERVICES

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GENERAL TERMS AND CONDITIONS FOR SERVICES

All work and/or professional services described in the Proposal or Work Plan prepared by Keystone Environmental Ltd. ("Keystone Environmental") shall be performed in accordance with these General Terms and Conditions. The Proposal or Work Plan stipulates the scope of work/services, schedule, compensation, and any other specified conditions.

1. COMPENSATION

The fees for services provided by Keystone Environmental consists of: (1) an hourly billing rate for any staff member working on the project, except for lump-sum or percent of construction fee basis projects; (2) reimbursement of direct expenses; (3) reimbursement of subcontractor's and other special costs; and (4) use and rental charges for equipment. Invoices will be issued monthly for payment unless other arrangements have been agreed upon in writing. Invoices are due in 30 days of the invoice date. Subcontractor billings are payable upon presentation. A finance charge of 1.5% per month (19.6% per annum) may be charged on past due accounts. Payment of Keystone Environmental invoices shall be in Canadian currency.

Payment shall be provided by money transfer, cheque, or with prior approval by Keystone Environmental, Master Card or Visa. A surcharge of 3% may be added to payments by MasterCard or Visa if the invoice amount exceeds \$6,000.00. Fees shall be paid in advance if stipulated in the proposal and/or work plan.

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Keystone Environmental's total liability, whether arising from or based upon breach of professional standard of care, breach of contract, tort, including Keystone Environmental's negligence, strict liability, indemnity or any other cause of basis whatsoever, is expressly limited to the limits of Keystone Environmental's insurance coverage. This provision limiting Keystone Environmental's liability shall survive the termination, cancellation or expiration of any contract resulting from this Proposal and the completion of services thereunder. After three (3) years of completion of Keystone Environmental's services, any legal costs arising to defend third party claims made against Keystone Environmental in connection with the project defined in the Proposal or Agreement will be paid in full by the CLIENT.

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19. DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Keystone Environmental is not, and has no responsibility as, a generator, operator or storer of pre-existing hazardous substances or wastes found or identified at work sites. Keystone Environmental shall not directly or indirectly assume title to such hazardous or toxic substances and shall not be liable to third parties.

CLIENT will indemnify and hold harmless Keystone Environmental from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Keystone Environmental as a generator, operator, storer or owner of pre-existing hazardous substances or wastes found or identified at work sites.



20. SUSPENSION OR TERMINATION

In the event the work is terminated or suspended by CLIENT prior to the completion of the services contemplated hereunder, Keystone Environmental shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, and (iii) the costs incurred with respect to non-cancelable commitments.

21. FORCE MAJEURE

Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labour difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; acts of God; acts of omissions of the other party; any other like causes; or any other unlike causes which are beyond the reasonable control of the respective party.

In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labour disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expense accruing or arising from the delaying event shall be solely for the account of the CLIENT.

22. NOTICE

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by facsimile, wire, or certified mail, return receipt requested, postage prepaid, to the address of the party set forth in the Authorization for Work, or to such address for either party as the party may be written notice designate.

23. GOVERNING LAW

This Agreement shall be governed by and interpreted pursuant to the laws of the Province of British Columbia.

24. HEADINGS AND SEVERABILITY

Any heading proceeding the text of sections hereof is inserted solely for convenience or reference and shall not constitute a part of the Agreement and shall not affect the meanings, context, effect or construction of the Agreement. Every part, term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provision shall not be affected thereby.

25. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire Agreement and understanding or the parties relating to the provision of work or services by Keystone Environmental to CLIENT, and merges and supersedes all prior agreements, commitments, representation, writings, and discussions between them and shall be incorporated in all work orders, purchase orders and authorization unless otherwise so stated therein. The terms and conditions and details of this proposal and/or work plan may be amended only by written instrument signed by both parties.





October 5, 2023

Ministry of Environment and Climate Change Strategy
2080 – A Labieux Road
Nanaimo, BC V9T 6J9

Attn Routine Environmental Reporting Submission Mailbox

**Re: NTE Discovery Park, Waste Volume Report (Permit 1602) – Quarter 3
4405 North Island Highway, Campbell River, BC
Project No. 17871**

Keystone Environmental Ltd. (Keystone Environmental) was retained by NT Energy (dba NTE Discovery Park Ltd., or the Client) to document the quarterly landfill volumes as specified in subsections 4.1.1 and 4.4 of Permit 1602, issued by the BC Ministry of Environment and Climate Change Strategy.

The volumes and types of material deposited into the Discovery Park landfill were provided by the Discovery Park staff and are documented here.

July 1, 2023 to September 30, 2023

28,240,380 kg (14,120.19 m³) of soil
Total 14,120.19 m³

Keystone Environmental Ltd. confirms that this report titled *NTE Discovery Park, Waste Volume Report – Quarter 3*, has been prepared in general conformance with the Permit 1602 requirements.

Report author Suzanne Durnin, Project Manager and Professional(s) of Record, has demonstrable experience in the investigation of the type of contamination at the Site and are familiar with the investigation carried out at the Site. The report is subject to the General Terms and Conditions appended at the end of the report.

If you have questions regarding the information contained in this report, please contact Sue Durnin, P.Ag. sdurnin@keystoneenvironmental.ca.

Keystone Environmental Ltd.

A handwritten signature of Suzanne Durnin in blue ink, followed by a circular professional seal. The seal contains the text '3066', 'Suzanne Durnin', '2023-10-05', and 'P.Eng.' around a central emblem.

**Suzanne Durnin, P.Ag.
Project Management**

I:\17800-17899\17871 Discovery Park\12a - Quarterly Sampling\Quarterly landfill tipping reports\Q3\1602 2023 Q3 Sld Data.docx

ATTACHMENTS

➤ General Terms and Conditions

KEYSTONE ENVIRONMENTAL LTD
GENERAL TERMS AND CONDITIONS FOR SERVICES

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All work and/or professional services described in the Proposal or Work Plan prepared by Keystone Environmental Ltd. ("Keystone Environmental") shall be performed in accordance with these General Terms and Conditions. The Proposal or Work Plan stipulates the scope of work/services, schedule, compensation, and any other specified conditions.

1. COMPENSATION

The fees for services provided by Keystone Environmental consists of: (1) an hourly billing rate for any staff member working on the project, except for lump-sum or percent of construction fee basis projects; (2) reimbursement of direct expenses; (3) reimbursement of subcontractor's and other special costs; and (4) use and rental charges for equipment. Invoices will be issued monthly for payment unless other arrangements have been agreed upon in writing. Invoices are due in 30 days of the invoice date. Subcontractor billings are payable upon presentation. A finance charge of 1.5% per month (19.6% per annum) may be charged on past due accounts. Payment of Keystone Environmental invoices shall be in Canadian currency.

Payment shall be provided by money transfer, cheque, or with prior approval by Keystone Environmental, Master Card or Visa. A surcharge of 3% may be added to payments by MasterCard or Visa if the invoice amount exceeds \$6,000.00. Fees shall be paid in advance if stipulated in the proposal and/or work plan.

Keystone Environmental may, at its sole discretion, withhold work products at any time that invoices are past due and until invoices are paid in full. Keystone Environmental may also, at its sole discretion, stop work at any time invoices are past due.

In the event that Keystone Environmental shall take collection or legal action for the recovery of the payment of outstanding invoices, Keystone Environmental shall be entitled to recover all collection and legal fees and expenses incurred by it with respect to such action.

All time, including traveling hours, spent on the project by Keystone Environmental personnel will be invoiced. Overtime incurred by and paid to personnel may be invoiced at a rate of 1.2 times the hours worked, if so stipulated in the proposal and/or work plan. Unless a lump-sum or percent of construction fee basis is used, the fee estimate presented in the proposal and/or work plan is for budgetary purposes only and is not a fixed lump-sum or maximum fee. The estimated fee does not include GST/HST which will be charged in addition to the professional fees, expenses, and disbursements. The estimated fee will not be exceeded without prior written approval from CLIENT. Estimated fees may be exceeded as a result of changed conditions outside the control of Keystone Environmental and/or change in scope of work.

REIMBURSABLE EXPENSES

(a) The following expenses will be invoiced at cost plus 10% to cover overhead:

- (i) Travel expenses including airfare, rental vehicles, personal vehicles at \$0.68/km for less than 5,000 kms and \$0.62/km for 5,000 kms and over, subsistence and lodging.
- (ii) Costs for expendable sampling and field supplies.
- (iii) All project-related purchases including subcontractor costs, laboratory charges, material fees, duties, deposits, equipment purchases, third party equipment rentals and other outside costs incurred specifically for the project.

(b) The following expenses will be invoiced at the rates which follow:

- (i) Field and reproduction equipment in accordance with our Equipment Rate Schedule.
- (ii) Engineering and specialty software services will be invoiced at \$20.00/connect hour as stipulated in the proposal and/or work plan

Technology & Support fee equal to four percent (4%) of all labour fees will be charged to cover communications costs, including telephone, cellular data, mailing and courier, creating electronic PDF reports, electronic file transfer, project administration and accounting labour, secure electronic professional signatures, and seals.



2. **INDEPENDENT CONTRACTOR**

Keystone Environmental shall be an independent contractor and shall be fully independent in performing the services and shall not act or hold themselves out as an agent, servant, or employee of CLIENT.

3. **KEYSTONE ENVIRONMENTAL'S PERFORMANCE**

Keystone Environmental shall perform the services with the standard of care that is in accordance with generally accepted professional practices, for services of a similar nature and time.

In the event Keystone Environmental's professional performance, fails to conform to the above stated standard, Keystone Environmental shall, at its discretion and its expense, proceed expeditiously to repertory the nonconforming, or upon the mutual agreement of the parties, refund the amount of compensation paid to Keystone Environmental for such nonconforming work. In no event shall Keystone Environmental be required to bear the cost of gaining access to perform its obligations.

4. **CLIENT WARRANTY**

CLIENT warrants that it will provide to Keystone Environmental all information regarding the site, including underground structures and utilities, facilities, buildings, and land involved with the work and that such information shall be true and correct and that it has title to or will provide right of entry or access to all property necessary to perform the work. The Client shall provide all licenses and permits required for the work, unless otherwise stated in the proposal and/or work plan,

5. **INDEMNITY**

a. Subject to the limitations of Section 6 below, Keystone Environmental agrees to indemnify, and hold harmless CLIENT (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including reasonable legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, to the extent caused by or arising out of: (i) Keystone Environmental's errors or omissions or (ii) negligence on the part of Keystone Environmental in performing services hereunder.

b. CLIENT agrees to indemnify and hold harmless Keystone Environmental (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, caused by, or arising out of in whole or in part: (i) any negligence or willful misconduct of CLIENT, (ii) any breach by CLIENT of any warranties or other provisions hereunder, (iii) any condition including, but not limited to, contamination existing at the site, or (iv) contamination of other property arising or alleged to arise from or be related to the site, provided however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of: (i) any negligence or willful misconduct of Keystone Environmental; or(ii) any breach of Keystone Environmental of any warranties hereunder.

6. **LIMITATION OF LIABILITY**

Keystone Environmental's total liability, whether arising from or based upon breach of professional standard of care, breach of contract, tort, including Keystone Environmental's negligence, strict liability, indemnity or any other cause of basis whatsoever, is expressly limited to the limits of Keystone Environmental's insurance coverage. This provision limiting Keystone Environmental's liability shall survive the termination, cancellation or expiration of any contract resulting from this Proposal and the completion of services thereunder. After three (3) years of completion of Keystone Environmental's services, any legal costs arising to defend third party claims made against Keystone Environmental in connection with the project defined in the Proposal or Agreement will be paid in full by the CLIENT.

7. **INSURANCE**

Keystone Environmental, during performance of this Agreement, will at its own expense carry Worker's Compensation Insurance within limits required by law; Comprehensive General Liability Insurance for bodily injury and for property damage; Professional Liability Insurance for errors, omissions and negligence; and Comprehensive Non-Owned Automobile Liability Insurance for bodily injury and property damage. At CLIENT'S request, Keystone Environmental shall provide a Certificate of Insurance demonstrating Keystone Environmental's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be cancelled until at least thirty (30) days after written notice to CLIENT.



8. **CONFIDENTIALITY**

Each party shall retain as confidential all information and data furnished to it by the other party which relate to the other party's technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, inventions and/or computer programs, which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with work or services performed subject to this Proposal or Agreement, and shall not disclose such information to any third party.

However, nothing herein is meant to prevent nor shall it be interpreted as preventing either Keystone Environmental or CLIENT (the Parties) from disclosing and/or using said information or data; (i) when the information or data is actually known to the receiving Party before being obtained or derived from the transmitting Party; or (ii) when the information or data is generally available to the public without the receiving Party's fault; or (iii) or (iv) where a written release is obtained by the receiving Party from the transmitting Party; or (v) as required by law.

9. **PROTECTION OF INFORMATION**

Keystone Environmental specifically disclaims any warranties expressed or implied and does not make any representations regarding whether any information associated with conducting the work, including the report, can be protected from disclosure in responses to a request by a federal, provincial or local government agency, or in response to discovery or other legal process during the course of any litigation involving Keystone Environmental or CLIENT. Should Keystone Environmental receive such request from a third party, it will immediately advise CLIENT.

10. **ASSIGNMENT/SUBCONTRACT**

Neither party hereto shall assign this Agreement or any part thereof nor any interest therein without the prior written approval of the other party hereto except as herein otherwise provided. Keystone Environmental shall not subcontract the performance of any work hereunder without the written approval of CLIENT. Subject to the foregoing limitation, the Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

11. **ESTIMATES**

To the extent the work requires Keystone Environmental to prepare opinions of probable cost, for example, opinions of probable cost of construction, such opinions shall be prepared in accordance with generally accepted engineering practice and procedure. However, Keystone Environmental has no control over construction costs, competitive bidding and market conditions, costs of financing, acquisition of land or rights-of-way and Keystone Environmental does not guarantee the accuracy of such opinion of probable cost as compared to actual costs or contractor's bid.

12. **DELAYED AGREEMENTS AND OBLIGATIONS**

The performance by Keystone Environmental of its obligations under this Agreement depends upon the CLIENT performing its obligations in a timely manner and cooperating with Keystone Environmental to the extent reasonably required for completion of the Work. Delays by CLIENT in providing information or approvals or performing its obligations set forth in this Agreement may result in an adjustment of contract price and schedule.

13. **CONSTRUCTION PHASE**

To the extent the work is related to or shall be followed by construction work not performed by Keystone Environmental, Keystone Environmental shall not be responsible for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with the contract documents, drawings and specifications. Keystone Environmental will not direct, supervise or control the work of the CLIENT'S contractors or the CLIENT'S subcontractors.

14. **DOCUMENTATION, RECORDS, AUDIT**

Keystone Environmental when requested by CLIENT, shall provide CLIENT with copies of all documents relating to the service(s) of work performed. Keystone Environmental shall retain true and correct records in connection with each service and/or work performed, and all transactions related thereto and shall retain all such records for twelve (12) months after the end of the calendar year in which the last service pursuant to this Agreement was performed. CLIENT, at its expense and upon reasonable notice, may from time to time during the term of this Agreement, and at any time after the date the service(s) were performed up to twelve (12) months after the end of the calendar year in which the last service(s) were performed, audit records of Keystone Environmental in connection with all costs and expenses which it was invoiced.



15. REPORTS, DOCUMENTS AND INFORMATION

All field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Keystone Environmental in performance of the work shall remain the property of Keystone Environmental. If required as part of the work, Keystone Environmental shall prepare and provide to the CLIENT a report summarizing the work, detail design, specifications, and drawings, as the case may be (CLIENT Report), with electronic secure signature and professional seal. CLIENT shall use the report for its internal purposes and only for those purposes consistent with that which the services and work were performed. , Keystone Environmental shall retain an electronic copy of such CLIENT Report which shall be deemed the original and true copy of the report..

The CLIENT Report shall not to be changed in any way without the prior written consent of Keystone Environmental. The Client accepts full responsibility for any changes made to the report without the prior written consent of Keystone Environmental and shall indemnify and hold harmless Keystone Environmental from any claims arising from use of such changed reports.

16. LIMITED USE OF REPORT

Any report prepared as part of the work will be prepared solely for the internal use of CLIENT. Unless otherwise prior to agreed by Keystone Environmental in writing, CLIENT agree that third parties are not to rely upon the report.

17. SAMPLE MANAGEMENT

CLIENT shall be the owner of all samples collected by Keystone Environmental from the project site . Keystone Environmental or its laboratory sub-contractor will store such samples in a professional manner in a secure area for the period of time necessary to complete the project. Upon completion of the project, Keystone Environmental disposes of the samples in a lawful manner.

18. ACKNOWLEDGMENT AND RECOGNITION OF RISK

CLIENT recognizes and accepts the work to be undertaken by Keystone Environmental may involve unknown undersurface conditions and hazards. CLIENT further recognizes that environmental, geologic, hydrological, and geotechnical conditions can and may vary from those encountered by Keystone Environmental at the times and locations where it obtained data and information and that limitations on available data may result in uncertainty with respect to the interpretation of these conditions. CLIENT recognizes that the performance of services hereunder or the implementation of recommendations made by Keystone Environmental in completing the work required may alter the existing site conditions and affect the environment in the site area.

Unknown undersurface conditions, including underground utility services, tanks, pipes, cables and other works (Underground Works) may be present at the site. Keystone Environmental will conduct utility locates to obtain available information regarding the location of Underground Works in accordance with industry practice. Utility locates are not a guarantee of the location of, or existence of, Underground Works and as a result damage to Underground Works may occur. Keystone Environmental relies on utility locates and Client provided "as-built" and record drawings to determine the location and existence of Underground Works. CLIENT recognizes that the use of utility locates is not a guarantee or warranty that Underground Works may not be damaged and acknowledges that Keystone Environmental is not responsible for any damage caused to Underground Works or the repair of such damage or any resulting or related damage and any costs related to such damage.

19. DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Keystone Environmental is not, and has no responsibility as, a generator, operator or storer of pre-existing hazardous substances or wastes found or identified at work sites. Keystone Environmental shall not directly or indirectly assume title to such hazardous or toxic substances and shall not be liable to third parties.

CLIENT will indemnify and hold harmless Keystone Environmental from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Keystone Environmental as a generator, operator, storer or owner of pre-existing hazardous substances or wastes found or identified at work sites.



20. SUSPENSION OR TERMINATION

In the event the work is terminated or suspended by CLIENT prior to the completion of the services contemplated hereunder, Keystone Environmental shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, and (iii) the costs incurred with respect to non-cancelable commitments.

21. FORCE MAJEURE

Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labour difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; acts of God; acts of omissions of the other party; any other like causes; or any other unlike causes which are beyond the reasonable control of the respective party.

In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labour disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expense accruing or arising from the delaying event shall be solely for the account of the CLIENT.

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Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by facsimile, wire, or certified mail, return receipt requested, postage prepaid, to the address of the party set forth in the Authorization for Work, or to such address for either party as the party may be written notice designate.

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Any heading proceeding the text of sections hereof is inserted solely for convenience or reference and shall not constitute a part of the Agreement and shall not affect the meanings, context, effect or construction of the Agreement. Every part, term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provision shall not be affected thereby.

25. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire Agreement and understanding of the parties relating to the provision of work or services by Keystone Environmental to CLIENT, and merges and supersedes all prior agreements, commitments, representation, writings, and discussions between them and shall be incorporated in all work orders, purchase orders and authorization unless otherwise so stated therein. The terms and conditions and details of this proposal and/or work plan may be amended only by written instrument signed by both parties.



January 8, 2023

Ministry of Environment and Climate Change Strategy
2080 – A Labieux Road
Nanaimo, BC V9T 6J9

Attn Routine Environmental Reporting Submission Mailbox

**Re: NTE Discovery Park, Waste Volume Report (Permit 1602) – Quarter 4
4405 North Island Highway, Campbell River, BC
Project No. 17871**

Keystone Environmental Ltd. (Keystone Environmental) was retained by NT Energy (dba NTE Discovery Park Ltd., or the Client) to document the quarterly landfill volumes as specified in subsections 4.1.1 and 4.4 of Permit 1602, issued by the BC Ministry of Environment and Climate Change Strategy. The volumes and types of material deposited into the Discovery Park landfill were provided by the Discovery Park staff and are documented here. The volumes fall below the annual allowable discharge rate of 82,500 m³ per year as detailed in the Permit.

Q4 - October 1, 2023 to December 31, 2023

Material	Weight	Converted volume
mixed demo debris	437,730 kg	218.9 m ³
dewater sewer sludge	220,470 kg	110.2 m ³
asbestos	165,300 kg	165.3 m ³
soil	4,323,300 kg	2161.7 m ³
Total	5,146,800 kg	2,656.1 m³

Keystone Environmental Ltd. confirms that this report titled *NTE Discovery Park, Waste Volume Report – Quarter 4*, has been prepared in general conformance with the Permit 1602 requirements. Report author Suzanne Durnin, Project Manager and Professional(s) of Record, has demonstrable experience in the investigation of the type of contamination at the Site and are familiar with the investigation carried out at the Site. The report is subject to the General Terms and Conditions appended at the end of the report.

If you have questions regarding the information contained in this report, please contact Sue Durnin, P.Ag. sdurnin@keystoneenvironmental.ca.

Keystone Environmental Ltd.




Suzanne Durnin, P.Ag.
Project Management

I:\17800-17899\17871 Discovery Park\12a - Quarterly Sampling\Quarterly landfill tipping reports\Q4\1602 2023 Q4 Sld Data.docx

ATTACHMENTS

➤ General Terms and Conditions

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GENERAL TERMS AND CONDITIONS FOR SERVICES

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1. COMPENSATION

The fees for services provided by Keystone Environmental consists of: (1) an hourly billing rate for any staff member working on the project, except for lump-sum or percent of construction fee basis projects; (2) reimbursement of direct expenses; (3) reimbursement of subcontractor's and other special costs; and (4) use and rental charges for equipment. Invoices will be issued monthly for payment unless other arrangements have been agreed upon in writing. Invoices are due in 30 days of the invoice date. Subcontractor billings are payable upon presentation. A finance charge of 1.5% per month (19.6% per annum) may be charged on past due accounts. Payment of Keystone Environmental invoices shall be in Canadian currency.

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In the event that Keystone Environmental shall take collection or legal action for the recovery of the payment of outstanding invoices, Keystone Environmental shall be entitled to recover all collection and legal fees and expenses incurred by it with respect to such action.

All time, including traveling hours, spent on the project by Keystone Environmental personnel will be invoiced. Overtime incurred by and paid to personnel may be invoiced at a rate of 1.2 times the hours worked, if so, stipulated in the proposal and/or work plan. Unless a lump-sum or percent of construction fee basis is used, the fee estimate presented in the proposal and/or work plan is for budgetary purposes only and is not a fixed lump-sum or maximum fee. The estimated fee does not include GST/HST which will be charged in addition to the professional fees, expenses, and disbursements. The estimated fee will not be exceeded without prior written approval from CLIENT. Estimated fees may be exceeded as a result of changed conditions outside the control of Keystone Environmental and/or change in scope of work.

REIMBURSABLE EXPENSES

- (a) The following expenses will be invoiced at cost plus 10% to cover overhead:
 - (i) Travel expenses including airfare, rental vehicles, personal vehicles at \$0.70/km for less than 5,000 kms and \$0.64/km for 5,000 kms and over, subsistence and lodging.
 - (ii) Costs for expendable sampling and field supplies.
 - (iii) All project-related purchases including subcontractor costs, laboratory charges, material fees, duties, deposits, equipment purchases, third party equipment rentals and other outside costs incurred specifically for the project.
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2. **INDEPENDENT CONTRACTOR**

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3. **KEYSTONE ENVIRONMENTAL'S PERFORMANCE**

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4. **CLIENT WARRANTY**

CLIENT warrants that it will provide to Keystone Environmental all information regarding the site, including underground structures and utilities, facilities, buildings, and land involved with the work and that such information shall be true and correct and that it has title to or will provide right of entry or access to all property necessary to perform the work. The Client shall provide all licenses and permits required for the work, unless otherwise stated in the proposal and/or work plan,

5. **INDEMNITY**

a. Subject to the limitations of Section 6 below, Keystone Environmental agrees to indemnify, and hold harmless CLIENT (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including reasonable legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, to the extent caused by or arising out of: (i) Keystone Environmental's errors or omissions or (ii) negligence on the part of Keystone Environmental in performing services hereunder.

b. CLIENT agrees to indemnify and hold harmless Keystone Environmental (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, caused by, or arising out of in whole or in part: (i) any negligence or willful misconduct of CLIENT, (ii) any breach by CLIENT of any warranties or other provisions hereunder, (iii) any condition including, but not limited to, contamination existing at the site, or (iv) contamination of other property arising or alleged to arise from or be related to the site, provided however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of: (i) any negligence or willful misconduct of Keystone Environmental; or(ii) any breach of Keystone Environmental of any warranties hereunder.

6. **LIMITATION OF LIABILITY**

Keystone Environmental's total liability, whether arising from or based upon breach of professional standard of care, breach of contract, tort, including Keystone Environmental's negligence, strict liability, indemnity or any other cause of basis whatsoever, is expressly limited to the limits of Keystone Environmental's insurance coverage. This provision limiting Keystone Environmental's liability shall survive the termination, cancellation or expiration of any contract resulting from this Proposal and the completion of services thereunder. After three (3) years of completion of Keystone Environmental's services, any legal costs arising to defend third party claims made against Keystone Environmental in connection with the project defined in the Proposal or Agreement will be paid in full by the CLIENT.

7. **INSURANCE**

Keystone Environmental, during performance of this Agreement, will at its own expense carry Worker's Compensation Insurance within limits required by law; Comprehensive General Liability Insurance for bodily injury and for property damage; Professional Liability Insurance for errors, omissions, and negligence; and Comprehensive Non-Owned Automobile Liability Insurance for bodily injury and property damage. At CLIENT'S request, Keystone Environmental shall provide a Certificate of Insurance demonstrating Keystone Environmental's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be cancelled until at least thirty (30) days after written notice to CLIENT.



8. **CONFIDENTIALITY**

Each party shall retain as confidential all information and data furnished to it by the other party which relate to the other party's technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, inventions and/or computer programs, which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with work or services performed subject to this Proposal or Agreement, and shall not disclose such information to any third party.

However, nothing herein is meant to prevent nor shall it be interpreted as preventing either Keystone Environmental or CLIENT (the Parties) from disclosing and/or using said information or data; (i) when the information or data is actually known to the receiving Party before being obtained or derived from the transmitting Party; or (ii) when the information or data is generally available to the public without the receiving Party's fault; or (iii) or (iv) where a written release is obtained by the receiving Party from the transmitting Party; or (v) as required by law.

9. **PROTECTION OF INFORMATION**

Keystone Environmental specifically disclaims any warranties expressed or implied and does not make any representations regarding whether any information associated with conducting the work, including the report, can be protected from disclosure in responses to a request by a federal, provincial or local government agency, or in response to discovery or other legal process during the course of any litigation involving Keystone Environmental or CLIENT. Should Keystone Environmental receive such request from a third party, it will immediately advise CLIENT.

10. **ASSIGNMENT/SUBCONTRACT**

Neither party hereto shall assign this Agreement or any part thereof nor any interest therein without the prior written approval of the other party hereto except as herein otherwise provided. Keystone Environmental shall not subcontract the performance of any work hereunder without the written approval of CLIENT. Subject to the foregoing limitation, the Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

11. **ESTIMATES**

To the extent the work requires Keystone Environmental to prepare opinions of probable cost, for example, opinions of probable cost of construction, such opinions shall be prepared in accordance with generally accepted engineering practice and procedure. However, Keystone Environmental has no control over construction costs, competitive bidding and market conditions, costs of financing, acquisition of land or rights-of-way and Keystone Environmental does not guarantee the accuracy of such opinion of probable cost as compared to actual costs or contractor's bid.

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The performance by Keystone Environmental of its obligations under this Agreement depends upon the CLIENT performing its obligations in a timely manner and cooperating with Keystone Environmental to the extent reasonably required for completion of the Work. Delays by CLIENT in providing information or approvals or performing its obligations set forth in this Agreement may result in an adjustment of contract price and schedule.

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To the extent the work is related to or shall be followed by construction work not performed by Keystone Environmental, Keystone Environmental shall not be responsible for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with the contract documents, drawings and specifications. Keystone Environmental will not direct, supervise or control the work of the CLIENT'S contractors or the CLIENT'S subcontractors.

14. **DOCUMENTATION, RECORDS, AUDIT**

Keystone Environmental when requested by CLIENT, shall provide CLIENT with copies of all documents relating to the service(s) of work performed. Keystone Environmental shall retain true and correct records in connection with each service and/or work performed, and all transactions related thereto and shall retain all such records for twelve (12) months after the end of the calendar year in which the last service pursuant to this Agreement was performed. CLIENT, at its expense and upon reasonable notice, may from time to time during the term of this Agreement, and at any time after the date the service(s) were performed up to twelve (12) months after the end of the calendar year in which the last service(s) were performed, audit records of Keystone Environmental in connection with all costs and expenses which it was invoiced.



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The CLIENT Report shall not to be changed in any way without the prior written consent of Keystone Environmental. The Client accepts full responsibility for any changes made to the report without the prior written consent of Keystone Environmental and shall indemnify and hold harmless Keystone Environmental from any claims arising from use of such changed reports.

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18. ACKNOWLEDGMENT AND RECOGNITION OF RISK

CLIENT recognizes and accepts the work to be undertaken by Keystone Environmental may involve unknown undersurface conditions and hazards. CLIENT further recognizes that environmental, geologic, hydrological, and geotechnical conditions can and may vary from those encountered by Keystone Environmental at the times and locations where it obtained data and information and that limitations on available data may result in uncertainty with respect to the interpretation of these conditions. CLIENT recognizes that the performance of services hereunder or the implementation of recommendations made by Keystone Environmental in completing the work required may alter the existing site conditions and affect the environment in the site area.

Unknown undersurface conditions, including underground utility services, tanks, pipes, cables and other works (Underground Works) may be present at the site. Keystone Environmental will conduct utility locates to obtain available information regarding the location of Underground Works in accordance with industry practice. Utility locates are not a guarantee of the location of, or existence of, Underground Works and as a result damage to Underground Works may occur. Keystone Environmental relies on utility locates and Client provided "as-built" and record drawings to determine the location and existence of Underground Works. CLIENT recognizes that the use of utility locates is not a guarantee or warranty that Underground Works may not be damaged and acknowledges that Keystone Environmental is not responsible for any damage caused to Underground Works or the repair of such damage or any resulting or related damage and any costs related to such damage.

19. DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Keystone Environmental is not, and has no responsibility as, a generator, operator or storer of pre-existing hazardous substances or wastes found or identified at work sites. Keystone Environmental shall not directly or indirectly assume title to such hazardous or toxic substances and shall not be liable to third parties.

CLIENT will indemnify and hold harmless Keystone Environmental from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Keystone Environmental as a generator, operator, storer or owner of pre-existing hazardous substances or wastes found or identified at work sites.



20. SUSPENSION OR TERMINATION

In the event the work is terminated or suspended by CLIENT prior to the completion of the services contemplated hereunder, Keystone Environmental shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, and (iii) the costs incurred with respect to non-cancelable commitments.

21. FORCE MAJEURE

Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labour difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; acts of God; acts of omissions of the other party; any other like causes; or any other unlike causes which are beyond the reasonable control of the respective party.

In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labour disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expense accruing or arising from the delaying event shall be solely for the account of the CLIENT.

22. NOTICE

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by facsimile, wire, or certified mail, return receipt requested, postage prepaid, to the address of the party set forth in the Authorization for Work, or to such address for either party as the party may be written notice designate.

23. GOVERNING LAW

This Agreement shall be governed by and interpreted pursuant to the laws of the Province of British Columbia.

24. HEADINGS AND SEVERABILITY

Any heading proceeding the text of sections hereof is inserted solely for convenience or reference and shall not constitute a part of the Agreement and shall not affect the meanings, context, effect or construction of the Agreement. Every part, term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provision shall not be affected thereby.

25. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire Agreement and understanding or the parties relating to the provision of work or services by Keystone Environmental to CLIENT, and merges and supersedes all prior agreements, commitments, representation, writings, and discussions between them and shall be incorporated in all work orders, purchase orders and authorization unless otherwise so stated therein. The terms and conditions and details of this proposal and/or work plan may be amended only by written instrument signed by both parties.



APPENDIX B

GENERAL TERMS AND CONDITIONS

KEYSTONE ENVIRONMENTAL LTD.
GENERAL TERMS AND CONDITIONS FOR SERVICES

All work and/or professional services described in the Proposal or Work Plan prepared by Keystone Environmental Ltd. ("Keystone Environmental") shall be performed in accordance with these General Terms and Conditions. The Proposal or Work Plan stipulates the scope of work/services, schedule, compensation, and any other specified conditions.

1. COMPENSATION

The fees for services provided by Keystone Environmental consists of: (1) an hourly billing rate for any staff member working on the project, except for lump-sum or percent of construction fee basis projects; (2) reimbursement of direct expenses; (3) reimbursement of subcontractor's and other special costs; and (4) use and rental charges for equipment. Invoices will be issued monthly for payment unless other arrangements have been agreed upon in writing. Invoices are due in 30 days of the invoice date. Subcontractor billings are payable upon presentation. A finance charge of 1.5% per month (19.6% per annum) may be charged on past due accounts. Payment of Keystone Environmental invoices shall be in Canadian currency.

Payment shall be provided by money transfer, cheque, or with prior approval by Keystone Environmental, Master Card or Visa. A surcharge of 3% may be added to payments by MasterCard or Visa if the invoice amount exceeds \$6,000.00. Fees shall be paid in advance if stipulated in the proposal and/or work plan.

Keystone Environmental may, at its sole discretion, withhold work products at any time that invoices are past due and until invoices are paid in full. Keystone Environmental may also, at its sole discretion, stop work at any time invoices are past due.

In the event that Keystone Environmental shall take collection or legal action for the recovery of the payment of outstanding invoices, Keystone Environmental shall be entitled to recover all collection and legal fees and expenses incurred by it with respect to such action.

All time, including traveling hours, spent on the project by Keystone Environmental personnel will be invoiced. Overtime incurred by and paid to personnel may be invoiced at a rate of 1.2 times the hours worked, if so, stipulated in the proposal and/or work plan. Unless a lump-sum or percent of construction fee basis is used, the fee estimate presented in the proposal and/or work plan is for budgetary purposes only and is not a fixed lump-sum or maximum fee. The estimated fee does not include GST/HST which will be charged in addition to the professional fees, expenses, and disbursements. The estimated fee will not be exceeded without prior written approval from CLIENT. Estimated fees may be exceeded as a result of changed conditions outside the control of Keystone Environmental and/or change in scope of work.

REIMBURSABLE EXPENSES

(a) The following expenses will be invoiced at cost plus 10% to cover overhead:

- (i) Travel expenses including airfare, rental vehicles, personal vehicles at \$0.70/km for less than 5,000 kms and \$0.64/km for 5,000 kms and over, subsistence and lodging.
- (ii) Costs for expendable sampling and field supplies.
- (iii) All project-related purchases including subcontractor costs, laboratory charges, material fees, duties, deposits, equipment purchases, third party equipment rentals and other outside costs incurred specifically for the project.

(b) The following expenses will be invoiced at the rates which follow:

- (i) Field and reproduction equipment in accordance with our Equipment Rate Schedule.
- (ii) Engineering and specialty software services will be invoiced at \$20.00/connect hour as stipulated in the proposal and/or work plan

Technology & Support fee equal to four percent (5%) of all labour fees will be charged to cover communications costs, including telephone, cellular data, mailing and courier, creating electronic PDF reports, electronic file transfer, project administration and accounting labour, secure electronic professional signatures, and seals.

2. INDEPENDENT CONTRACTOR

Keystone Environmental shall be an independent contractor and shall be fully independent in performing the services and shall not act or hold themselves out as an agent, servant, or employee of CLIENT.



3. **KEYSTONE ENVIRONMENTAL'S PERFORMANCE**

Keystone Environmental shall perform the services with the standard of care that is in accordance with generally accepted professional practices, for services of a similar nature and time.

In the event Keystone Environmental's professional performance, fails to conform to the above stated standard, Keystone Environmental shall, at its discretion and its expense, proceed expeditiously to reperform the nonconforming, or upon the mutual agreement of the parties, refund the amount of compensation paid to Keystone Environmental for such nonconforming work. In no event shall Keystone Environmental be required to bear the cost of gaining access to perform its obligations.

4. **CLIENT WARRANTY**

CLIENT warrants that it will provide to Keystone Environmental all information regarding the site, including underground structures and utilities, facilities, buildings, and land involved with the work and that such information shall be true and correct and that it has title to or will provide right of entry or access to all property necessary to perform the work. The Client shall provide all licenses and permits required for the work, unless otherwise stated in the proposal and/or work plan,

5. **INDEMNITY**

- a. Subject to the limitations of Section 6 below, Keystone Environmental agrees to indemnify, and hold harmless CLIENT (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including reasonable legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, to the extent caused by or arising out of: (i) Keystone Environmental's errors or omissions or (ii) negligence on the part of Keystone Environmental in performing services hereunder.
- b. CLIENT agrees to indemnify and hold harmless Keystone Environmental (including its officers, directors, employees and agents) from and against any and all losses, damages, liabilities, and the costs and expenses incident thereto (including legal fees and reasonable costs of investigation) which any or all of them may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, private or public, contamination or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations, or orders, caused by, or arising out of in whole or in part: (i) any negligence or willful misconduct of CLIENT, (ii) any breach by CLIENT of any warranties or other provisions hereunder, (iii) any condition including, but not limited to, contamination existing at the site, or (iv) contamination of other property arising or alleged to arise from or be related to the site, provided however, that such indemnification shall not apply to the extent any losses, damages, liabilities or expenses result from or arise out of: (i) any negligence or willful misconduct of Keystone Environmental; or (ii) any breach of Keystone Environmental of any warranties hereunder.

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9. PROTECTION OF INFORMATION

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To the extent the work requires Keystone Environmental to prepare opinions of probable cost, for example, opinions of probable cost of construction, such opinions shall be prepared in accordance with generally accepted engineering practice and procedure. However, Keystone Environmental has no control over construction costs, competitive bidding and market conditions, costs of financing, acquisition of land or rights-of-way and Keystone Environmental does not guarantee the accuracy of such opinion of probable cost as compared to actual costs or contractor's bid.

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Keystone Environmental when requested by CLIENT, shall provide CLIENT with copies of all documents relating to the service(s) of work performed. Keystone Environmental shall retain true and correct records in connection with each service and/or work performed, and all transactions related thereto and shall retain all such records for twelve (12) months after the end of the calendar year in which the last service pursuant to this Agreement was performed. CLIENT, at its expense and upon reasonable notice, may from time to time during the term of this Agreement, and at any time after the date the service(s) were performed up to twelve (12) months after the end of the calendar year in which the last service(s) were performed, audit records of Keystone Environmental in connection with all costs and expenses which it was invoiced.

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