

# ROAD DEDICATION AGREEMENT – 1905 – 1955 Springfield Rd.

THIS AGREEMENT dated for reference **November 6, 2023**

BETWEEN

**KELOWNA TRINITY BAPTIST CHURCH**, 1905 Springfield Rd., Kelowna, B.C., V1Y 7V7  
(the “**Seller**”)

AND:

**CITY OF KELOWNA**, 1435 Water Street, Kelowna, British Columbia, V1Y 1J4  
(the “**Buyer**”)

WHEREAS:

- A. The Seller is the registered owner in fee simple of the Lands (as defined hereinafter); and
- B. The Seller has agreed to dedicate as highway the Road Dedication Area (as defined hereinafter) and the Buyer wishes to accept as highway the Road Dedication Area on the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the promises exchanged below and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the Seller and the Buyer agree with each other as follows:

## ARTICLE 1 - DEFINITIONS

- 1.1 Definitions** – In this Agreement, in addition to the words defined in the recitals to it:
- a. **Application to Deposit the Road Dedication Plan** means application form to deposit the Road Dedication Plan at the LTO;
  - b. **Business Day** means a day other than a Saturday, Sunday, or statutory holiday in British Columbia;
  - c. **Buyer’s Solicitors** means Young, Anderson;
  - d. **Completion Date** means the date that is 28 days after the day that all of the conditions precedent under Article 3 have been satisfied or, where permitted, waived, unless that date is not a Business Day, in which case the Completion Date will be the next following Business Day;
  - e. **Extension Agreements** means any agreements required to extend necessary charges over the Lands;
  - f. **GST** means any tax levied under Part IX of the *Excise Tax Act* (Canada) as the same may be amended or replaced from time to time, including for certainty, goods and services tax;

- g. **Lands** means the portion of land identified in Schedule A attached hereto located in Kelowna, British Columbia, and legally described as:
- Parcel Identifier: 029-944-040
- Legal Description: Lot A Plan EPP64708
- h. **LTO** means the Kamloops Land Title Office;
- i. **Permitted Encumbrances** means the following:
- Charges, Liens and Interests
- None.
- j. **Road Dedication Area** means that approximately 19.6 square metre portion of the Lands shown outlined in red and in Schedule B attached hereto;
- k. **Purchase Price** means the purchase price (excluding GST) for the Lands in the amount of \$26,609.65;
- l. **Seller's Solicitors** means the solicitors or notary public designated under this Agreement to represent the Seller in connection with the transaction under this Agreement;
- m. **Road Dedication Plan** means a survey plan prepared by a British Columbia Land Surveyor to dedicate the Lands as Road Dedication Area.

## ARTICLE 2 - ROAD DEDICATION

- 2.1 Dedication** – On or before the Completion Date, the Seller will execute the Application to Deposit the Road Dedication Plan. Thereafter, the Buyer will apply to the LTO to register the Road Dedication Plan. The Buyer will acquire the Road Dedication Area as highway, free and clear of all registered liens, charges, and encumbrances, except for the Permitted Encumbrances, for the Purchase Price on the terms and conditions of this Agreement.
- 2.2 Payment of Purchase Price** – The Buyer will pay the Purchase Price by payment to the Seller on the Completion Date.
- 2.3 Adjustments** – All adjustments to the Purchase Price in respect of the Lands, both incoming and outgoing, usually the subject of adjustments between a vendor and purchaser in connection with the purchase and sale of land, including adjustment of property taxes, utilities, and rents, will be made up to and including the Completion Date. The parties acknowledge and agree that the Purchase Price is based on the estimated area of the Lands shown on the sketch attached as Schedule B (19.6 m<sup>2</sup>), with compensation payable at \$1,357.64 per square metre. If the area of the Lands on the final Subdivision Plan varies from the estimated area shown on Schedule B, the parties agree that the Purchase Price will be adjusted accordingly.
- 2.4 Preparation of Road Dedication Plans** – Upon execution of this Agreement,
- a. the Buyer will, at its own cost and expense:
- i. hire a surveyor to prepare the Road Dedication Plan and will be solely responsible for the costs of any such survey;



- ii. prepare the Application to Deposit the Road Dedication Plan;
- iii. obtain any execution that is required of any of the holders of charges to the Lands; and
- iv. apply for approval of the Road Dedication Plan and pay all fees, costs and charges related to the approval of the Road Dedication Plan.

### ARTICLE 3 – CONDITIONS PRECEDENT

**3.1 Buyer's Condition Precedent** – The Buyer's obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following condition precedent, which is for the sole benefit of the Buyer and may be waived by the Buyer at its sole discretion:

- a. On or before **November 30, 2023** the City will be satisfied, in its sole and absolute discretion, with the results of due diligence investigations with respect to the Lands, including without limitation, the state of title of the Lands and review of Seller Documents provided.

If the Buyer does not give the Seller written notice of its satisfaction or waiver of its condition precedent under this section within the applicable time provided herein, this Agreement will automatically terminate and the parties will have no further obligations to one another. In consideration of \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Seller, the Seller agrees not to revoke its acceptance of this Agreement while it remains subject to the condition precedent under this section.

**3.2 Mutual Conditions Precedent** – The Buyer's and the Seller's obligation to complete the transaction contemplated by this Agreement is subject to the satisfaction of the following condition precedent, which is for the mutual benefit of the Buyer and Seller and may be waived by the Buyer and Seller at their mutual discretion:

- a. On or before **February 28, 2024** the Road Dedication Plan will have been executed by the Seller and all charge holders required to sign it, and the Road Dedication Plan will have been approved by the City of Kelowna Approving Officer and by any other governmental authorities whose approval is required to sign or otherwise approve it.

**3.3 No Derogation** – Nothing contained or implied in this Agreement will impair or affect the Buyer's rights and powers in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or any other enactment and all such powers and rights may be fully exercised in relation to the Road Dedication Area as if this Agreement had not been entered into between the Seller and the Buyer. Without limiting the foregoing, the Seller acknowledges and agrees that where fulfillment of a condition precedent under this Agreement requires that the Council of the City of Kelowna adopt bylaws or pass resolutions, the adoption of such bylaws and passage of such resolutions is within the absolute and unfettered discretion of the Council and the provisions of this Agreement will not in any way obligate the Council to adopt such bylaws or pass such resolutions or affect Council's discretion with respect thereto.



## ARTICLE 4 – COMPLETION

### 4.1 Title and Possession – On the Completion Date,

- a. The Seller will:
  - i. dedicate the Road Dedication Area as highway to the Buyer free and clear of all liens, charges, and encumbrances, except for the Permitted Encumbrances; and
  - ii. give vacant possession of the Road Dedication Area to the Buyer, subject only to the Permitted Encumbrances.

### 4.2 Closing Documents

- a. No later than fifteen (15) days before the Completion Date, the Buyer will cause the Buyer's Solicitors to deliver to the Seller's Solicitors:
  - i. the Road Dedication Plan and Application to Deposit the Road Dedication Plan, to be approved and executed by the Seller; and
  - ii. such further deeds, acts, things, and assurances as may be requisite in the reasonable opinion of the Buyer for more perfectly and absolutely assigning, transferring, conveying and assuring to and vesting in the Buyer, title to the Lands free and clear of any lien, claim, charge, encumbrance or legal notation other than the Permitted Encumbrances, as contemplated herein.
- b. Before the Completion Date, the Seller will cause the Seller's Solicitors to deliver to the Buyer's Solicitors the following documents in completed and duly executed form:
  - i. the Application to Deposit the Road Dedication Plan executed by the Seller;
  - ii. a statutory declaration of the Seller stating that the Seller is resident in Canada within the meaning of the *Income Tax Act* (Canada); and
  - iii. the other documents, certificates and assurances referred in section 4.2(a)(ii).

The above listed documents will be delivered on the Buyer's Solicitors' undertaking not to deal with those documents in any way until they have received from the Buyer the amount payable pursuant to section 2.2.

### 4.3 Completion

- a. On or before the Completion Date the Buyer will pay the Buyer's Solicitors, in trust, the amount payable under section 2.2.
- b. On the Completion Date, forthwith after the payment of the amount under section 4.3.a to the Buyer's Solicitors in trust, and after receipt by the Buyer's Solicitor of all documents listed under section 4.2. b, the Buyer will cause the Buyer's Solicitors to file the Road Dedication Plan in the LTO.
- c. Upon the Buyer's Solicitors being satisfied after deposit of the Road Dedication Plan for registration in the LTO that, in the normal course of land title office routine, the Road Dedication Area will vest in the Buyer as dedicated highway, subject only to the Permitted Encumbrances, the Buyer will cause the Buyer's Solicitors to deliver to the Seller's Solicitors a solicitor's trust cheque made payable to the Seller's in the amount of the Purchase Price.



The parties agree that all requirements of this section are concurrent requirements and this transaction will not be considered to be complete until everything required to be done by this section is done.

- 4.4 **Risk** – The portion of the Lands is at the Seller’s risk until 12:01 a.m. on the Completion Date and at the Buyer’s risk thereafter.

## **ARTICLE 5 – SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 5.1 **Representations, Warranties and Covenants** – The Seller hereby represents and warrants to the Buyer that the following are true on the date the Seller executes this Agreement, and covenants with the Buyer that the following will be true on the Completion Date:

- a. the Seller has the legal capacity, power and authority to enter into and carry out the transaction provided for this Agreement and perform all of the Seller’s obligations under this Agreement;
- b. the Seller has good and marketable legal and beneficial title to the Lands, free and clear of all liens, claims, charges, encumbrances and legal notations, statutory or otherwise, except for the Permitted Encumbrances;
- c. the Seller is a resident of Canada within the meaning of the *Income Tax Act* (Canada);
- d. the Seller has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement and the sale and transfer of the Road Dedication Area by the Seller to the Buyer;
- e. the Seller is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it and has made all filings required under such legislation; and
- f. to the Seller’s knowledge there is no action, suit, claim, litigation or proceeding pending or threatened against the Seller or in respect of the Lands or the use or occupancy of the Lands before any court, arbitrator, arbitration panel or administrative tribunal or agency that, if decided adversely to the Seller, might affect the Seller’s ability to perform any of the Seller’s obligations under this Agreement.

- 5.2 **Termination at Buyer’s Election** – The Buyer may, in its absolute discretion, terminate this Agreement by giving notice of termination to the Seller on or before the Completion Date if any of the Seller’s representations or warranties under this Agreement is not true. If the Buyer terminates this Agreement under this section, this Agreement is terminated and neither party is under any further obligation to, nor will bring any claim against, the other in respect of this Agreement. The exercise or non-exercise by the Buyer of its rights under this section will not affect any other rights or remedies the Buyer may have at law or in equity.

○  
CITY

□  
SELLER

**5.3 Buyer's Acknowledgment of the State of Road Dedication Area.** The Buyer acknowledges the following:

- a. it has agreed to purchase the Road Dedication Area on an "as is" basis;
- c. it has inspected the Road Dedication Area and is fully-informed of past and current uses and state of the Road Dedication Area;
- d. the Seller has not made, does not make, and will not be required to provide any representation or warranty with respect either to the condition of the Road Dedication Area (environmental or otherwise) or that the Road Dedication Area is fit for any particular use, or that any information relating to the Road Dedication Area is thorough or accurate; and
- e. it has not relied on any information or representations, oral or written, of the Seller, its agents, employees or independent contractors concerning any condition of Road Dedication Area, environmental or otherwise.

## **ARTICLE 6 - MISCELLANEOUS**

**6.1 Schedules** – The following are Schedules to this Agreement and form an integral part of this Agreement:

**Schedule A** – City of Kelowna Property Report

**Schedule B** – Road Dedication Area

**Schedule C** – Site Profile Waiver

**6.2 Notice** – Any notice, direction, demand, approval, certificate or waiver (any of which constitutes a "Notice" under this section) which may be or is required to be given under this Agreement will be in writing and be delivered to the applicable address set out above, or sent by email to the Buyer at [cwicks@kelowna.ca](mailto:cwicks@kelowna.ca) and to the Seller at [slanigan@trinitykelowna.ca](mailto:slanigan@trinitykelowna.ca), or to such other address or email address of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered, and any Notice sent by e-mail is to be considered given on the day it is sent, except that if, in either case, that day is not a Business Day, the Notice is to be considered given on the next Business Day after it is sent.

**6.3 Fees** – The Buyer will pay, as and when due and payable:

- a. LTO registration fees in connection with the registration of the Road Dedication Plan;
- b. Its own legal fees and disbursements, with the Seller being responsible for its own legal fees and disbursements; and
- c. Any GST payable under the *Excise Tax Act* (Canada) in respect of the sale of the Road Dedication Area to the Buyer, with the Seller and the Buyer agreeing that the Purchase Price does not include GST.

**6.4 Preparation of Conveyance Documents** – The Buyer will, at its expense, prepare all necessary conveyancing documentation, including the Application to Deposit the Road Dedication Plan.



- 6.5 GST** – The Buyer is registered for GST purposes under number 12193 7551 RT0001 and the Buyer will file returns and will pay and remit any GST payable under the *Excise Tax Act* (Canada) (the “Act”) in respect of the purchase and sale of the Road Dedication Area under this Agreement, with the Buyer and the Seller agreeing that the Purchase Price does not include GST.

The Buyer will indemnify the Seller and save it harmless from and in respect of any liability of the Buyer under the Act arising because of any breach of the obligations of the Buyer under the Act or this Section 6.5, together with all loss, costs and expenses resulting from such breach.

The Buyer will provide to the Seller a GST certificate and indemnity on the Completion Date, in the form supplied by the Seller, confirming its GST registration number under the Act and such other matters relating to GST as may be reasonably required by the Seller.

- 6.6 Access** – The Buyer and its agents and servants have a license, to enter the prior to the Completion Date, at the Buyer’s risk and expense, for the purpose of making inspections, surveys, tests and studies of the Road Dedication Area as the Buyer may require, and the installation of the works.

- 6.7 Further Assurances** – Each of the parties will execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

- 6.8 Survival of Representations** – The representations and warranties contained in section 5.1 survive the Completion Date.

- 6.9 Seller’s Solicitors** – If the Seller accepts the Buyer’s offer as set out in this Agreement, the Seller will promptly thereafter notify the Buyer of its solicitor or notary public for the purposes of the transaction contemplated under this Agreement.

- 6.10 No Effect on Powers** – This Agreement does not, and nothing herein will:

- a. affect or limit the discretion, rights, duties or powers of the Buyer or the City of Kelowna Approving Officer under the common law or any statute, bylaw or other enactment;
- b. affect or limit the common law or any statute, bylaw or other enactment applying to the Buyer, the Road Dedication Area; or
- c. relieve the Buyer from complying with any common law or any statute, regulation, bylaw or other enactment.

Without limiting the foregoing, the Seller acknowledges and agrees that where fulfillment of a condition precedent under this Agreement requires that the Council of the City of Kelowna adopt bylaws or pass resolutions, the adoption of such bylaws and passage of such resolutions is within the absolute and unfettered discretion of the Council and the provisions of this Agreement will not in any way obligate the Council to adopt such bylaws or pass such resolutions or affect Council’s discretion with respect thereto.

- 6.11 Time of Essence** – Time is of essence in this Agreement.

- 6.12 Interpretation** – In this Agreement:

- a. all dollar amounts referred to in this Agreement are Canadian dollars;
- b. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;



- c. article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - d. the term "enactment" has the meaning given to it under the Interpretation Act (British Columbia) on the reference date of this Agreement;
  - e. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
  - f. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
  - g. reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement and any Schedules to this Agreement form part of this Agreement; and
  - h. where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".
- 6.13 Tender** – Any tender of documents or money to be made upon a party may be made at that party's address set out in this Agreement or upon their solicitor.
- 6.14 No Other Agreements** – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises and agreements regarding its subject.
- 6.15 Benefit** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
- 6.16 Modification** – This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
- 6.17 Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 6.18 Non-Merger** – None of the provisions of this Agreement will merge in the transfer of the Road Dedication Area or any other documents delivered on the Completion Date and the provisions of this Agreement will survive the completion of the purchase and sale transaction under this Agreement.
- 6.19 Counterparts** – This Agreement may be executed in multiple counterparts, each of which is deemed to be an original and all of which together constitute one and the same agreement.
- 6.20 No Seller Legal Obligations Unless Acceptance** – By executing the offer comprised herein below, the Buyer hereby confirms, acknowledges and agrees that the Seller will have no contractual or other legal obligations whatsoever to the Buyer in connection with or arising from the submission of this offer to the Seller, until and unless the Seller accepts the Buyer's offer by executing and delivering this Agreement to the Buyer.
- 6.21 Offer** – This Agreement is an offer by the Buyer to the Seller to enter into a contract of purchase and sale on the terms and conditions contained in this Agreement. Unless revoked in writing by





the Buyer, this offer is open for acceptance by the Seller by the execution of this Agreement by the Seller and delivery to the Buyer no later than **4:00 p.m. on November 17, 2023** and if not so accepted, this offer is null and void. Upon acceptance of this offer by the Seller as provided in this section, but not before, this Agreement will become a binding agreement for the purchase and sale of the Lands on the terms and conditions of this Agreement.



As evidence of its offer to purchase the portion of the Lands on the terms and conditions contained in this Agreement, and as evidence of its agreement to be bound contractually by those terms and conditions if the Seller accepts the Buyer's offer, the Buyer has executed and delivered this Agreement on the date set out below:

**CITY OF KELOWNA** by its authorized signatory:

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Print Name

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Signature

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Date



In consideration of the promises of the Buyer contained in this Agreement, THE SELLER HEREBY ACCEPTS the Buyer's offer and agrees to be bound contractually by the terms and conditions of this Agreement as a binding agreement for the purchase and sale of the Road Dedication Area on the terms and conditions of this Agreement, and as evidence of that agreement, the Seller has executed and delivered this Agreement below on the date set out below.

<b>Kelowna Trinity Baptist Church</b>	
<b>By its authorized signatory:</b>	
_____	_____
	Signature
_____	_____
Print Name	Date



# Schedule "A"

## Subject Property Report



City of Kelowna

1435 Water St  
Kelowna, BC  
V1Y 1J4

## Property Report

Produced by the City of Kelowna

Report Produced on: Sep 11, 2023



Property highlighted in blue

### Property Information

**Property Address:** 1905-1955 Springfield Rd      **Property Type:** P - Typical Property  
**KID:** 794999      **Plan #:** EPP64708      **Lot#:** A      **Block:**  
**Extra Legal Information:**  
PLAN EPP64708 LOT A DISTRICT LOT 129

### BC Assessment Information

**Roll Number:** 10519903      **Jurisdiction:** 217  
**Net Land Value:** \$0      **PID:** 029-944-040  
**Net Impr. Value:** \$0      **Lot Size:** 6.4  
**Net Total Value:** \$0      **Lot Size Unit:** Acres  
**Actual Use:** 652 Churches & Bible Schools

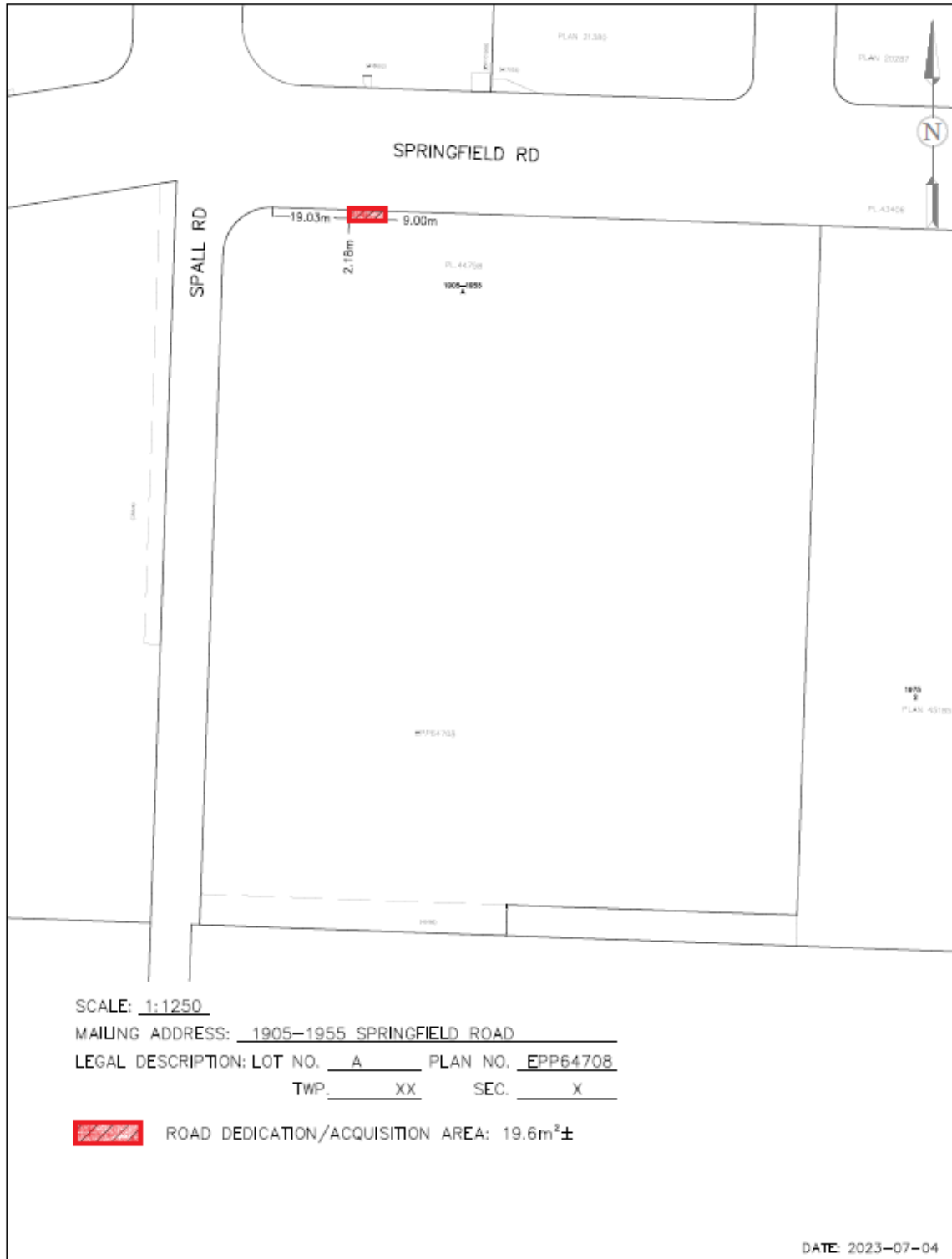
### Land Use Related Information

**Zoning Code:** MF3;P2      **Inside ALR:** No  
**OCP2040 FutureLandUse:** EDINS  
T      **Water Provider:** CITY  
**Land Use Contract:** No

This information is derived from a variety of sources with varying levels of accuracy. The City of Kelowna does NOT warrant the accuracy, completeness, correctness or currency of this information and no representations are being made by providing this data. Any reliance on this information will be solely at YOUR OWN RISK and not that of the City

Schedule "B"

Road Dedication Area



**Site Profile Waiver**

<p><b>PROPERTY OWNER INFORMATION</b></p> <p>Name of Site Owner: _____</p> <p>Telephone: _____ Fax/email: _____</p> <p>Company Name: _____</p> <p>Address of Owner: _____</p>
<p><b>APPLICANT INFORMATION</b></p> <p>Name of Applicant: _____</p> <p>Company Name: _____</p> <p>Address of Applicant: _____</p> <p>Telephone: _____</p>
<p><b>LEGAL DESCRIPTION OF PROPERTY:</b></p> <p>PLAN _____ LOT _____ BLOCK _____ SEC _____ TWP _____ DISTRICT _____</p> <p>Civic Address: _____</p>

To the best of my knowledge, no activities that are listed on Schedule 2 of the Contaminated Site Regulations have occurred on the above-noted property based on my current knowledge as of the date noted above. A link to Schedule 2 can be found at: [www.env.gov.bc.ca/epd/remediation/forms/index.htm](http://www.env.gov.bc.ca/epd/remediation/forms/index.htm)

\_\_\_\_\_  
Signature of person completing this form

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name in Bold Letters

\_\_\_\_\_  
Print Name in Bold Letters

Date: \_\_\_\_\_

Land Use Management  
1435 Water Street  
Kelowna, BC V1Y 1J4  
TEL 250 469-8626  
[kelowna.ca](http://kelowna.ca)

Revised: 23/01/2012



**Contaminated Sites Regulation: Schedule 2**  
**Industrial and Commercial Purposes and Activities**

	<b>COLUMN II – Purpose or Activity</b>
A.	<p><b>Chemical industries and activities</b></p> <ol style="list-style-type: none"> <li>1. adhesives manufacturing or wholesale bulk storage</li> <li>2. chemical manufacturing or wholesale bulk storage</li> <li>3. explosives or ammunition manufacturing or wholesale bulk storage</li> <li>4. fire retardant manufacturing or wholesale bulk storage</li> <li>5. fertilizer manufacturing or wholesale bulk storage</li> <li>6. ink or dye manufacturing or wholesale bulk storage</li> <li>7. leather or hides tanning</li> <li>8. paint, lacquer or varnish manufacturing, formulation, recycling or wholesale bulk storage</li> <li>9. pharmaceutical products, or controlled substances as defined in the <i>Controlled Drugs and Substances Act (Canada)</i>, manufacturing or operations</li> <li>10. plastic products (foam or expanded plastic products) manufacturing</li> <li>11. textile dyeing</li> <li>12. pesticide manufacturing, formulation or wholesale bulk storage</li> <li>13. resin or plastic monomer manufacturing, formulation or wholesale bulk storage</li> </ol>
B.	<p><b>Electrical equipment and activities</b></p> <ol style="list-style-type: none"> <li>1. battery (lead acid or other) manufacturing or wholesale bulk storage</li> <li>2. communications stations using or storing equipment that contains PCBs</li> <li>3. electrical equipment manufacturing, refurbishing or wholesale bulk storage</li> <li>4. electrical transmission or distribution substations</li> <li>5. electronic equipment manufacturing</li> <li>6. transformer oil manufacture, processing or wholesale bulk storage</li> <li>7. electrical power generating operations fuelled by coal or petroleum hydrocarbons and supplying electricity to a community or commercial or industrial operation</li> </ol>
C.	<p><b>Metal smelting, processing or finishing industries and activities</b></p> <ol style="list-style-type: none"> <li>1. foundries or scrap metal smelting</li> <li>2. galvanizing</li> <li>3. metal plating or finishing</li> <li>4. metal salvage operations</li> <li>5. nonferrous metal smelting or refining</li> <li>6. welding or machine shops (repair or fabrication)</li> </ol>
D.	<p><b>Mining, milling or related industries and activities</b></p> <ol style="list-style-type: none"> <li>1. asbestos mining, milling, wholesale bulk storage or shipping</li> <li>2. coal coke manufacture, wholesale bulk storage or shipping</li> <li>3. coal or lignite mining, milling, wholesale bulk storage or shipping</li> <li>4. milling reagent manufacture, wholesale bulk storage or shipping</li> <li>5. nonferrous metal concentrate wholesale bulk storage or shipping</li> <li>6. nonferrous metal mining or milling</li> </ol>
E.	<p><b>Miscellaneous industries, operations or activities</b></p> <ol style="list-style-type: none"> <li>1. appliance, equipment or engine repair, reconditioning, cleaning or salvage</li> <li>2. ash deposit from boilers, incinerators, or other thermal facilities</li> <li>3. asphalt tar manufacture, wholesale storage and distribution</li> <li>4. coal gasification (manufactured gas production)</li> <li>5. medical, chemical, radiological or biological laboratories</li> <li>6. rifle or pistol firing ranges</li> <li>7. road salt storage facilities</li> <li>8. measuring instruments (containing mercury) manufacture, repair or wholesale bulk storage</li> <li>9. dry cleaning facilities or operations and dry cleaning chemical storage</li> <li>10. sites which have been or likely have been contaminated by substances migrating from other properties</li> <li>11. controlled substances, as defined in the <i>Controlled Drugs and Substances Act (Canada)</i>, manufacturing or operations</li> </ol>

F.	<p><b>Petroleum and natural gas drilling, production, processing, retailing, distribution and storage other than the storage of residential heating fuel in tanks</b></p> <ol style="list-style-type: none"> <li>1. petroleum or natural gas drilling</li> <li>2. petroleum or natural gas production facilities</li> <li>3. natural gas processing</li> <li>4. petroleum coke manufacture, wholesale bulk storage or shipping</li> <li>5. petroleum product, other than compressed gas, dispensing facilities, including service stations and card locks</li> <li>6. petroleum, natural gas or sulphur pipeline rights of way excluding rights of way for pipelines used to distribute natural gas to consumers in a community</li> <li>7. petroleum product, other than compressed gas, or produced water storage in above ground or underground tanks</li> <li>8. petroleum product, other than compressed gas, wholesale bulk storage or distribution</li> <li>9. petroleum refining wholesale bulk storage or shipping</li> <li>10. solvent manufacturing or wholesale bulk storage</li> <li>11. sulphur handling, processing or wholesale bulk storage and distribution</li> </ol>
G.	<p><b>Transportation industries, operations and related activities</b></p> <ol style="list-style-type: none"> <li>1. aircraft maintenance, cleaning or salvage</li> <li>2. automotive, truck, bus, subway or other motor vehicle repair, salvage or wrecking</li> <li>3. bulk commodity storage or shipping (e.g. coal)</li> <li>4. dry docks, ship building or boat repair and maintenance, including paint removal from hulls</li> <li>5. marine equipment salvage</li> <li>6. rail car or locomotive maintenance, cleaning, salvage or related uses, including rail yards</li> <li>7. truck, rail or marine bulk freight handling</li> </ol>
H.	<p><b>Waste disposal and recycling operations and activities</b></p> <ol style="list-style-type: none"> <li>1. antifreeze bulk storage or recycling</li> <li>2. barrel, drum or tank reconditioning or salvage</li> <li>3. battery (lead acid or other) recycling</li> <li>4. biomedical waste disposal</li> <li>5. bulk manure stockpiling and high rate land application or disposal (nonfarm applications only)</li> <li>6. construction demolition material, including without limitation asphalt and concrete landfilling</li> <li>7. contaminated soil storage, treatment or disposal</li> <li>8. dredged waste disposal</li> <li>9. dry-cleaning waste disposal</li> <li>10. electrical equipment recycling</li> <li>11. industrial waste lagoons or impoundments</li> <li>12. industrial waste storage, recycling or landfilling</li> <li>13. industrial wood waste (log yard waste, hog fuel) disposal</li> <li>14. mine tailings waste disposal</li> <li>15. municipal waste storage, recycling, composting or landfilling</li> <li>16. organic or petroleum material landspreading (land farming)</li> <li>17. sandblasting waste disposal</li> <li>18. septic tank pumpage storage or disposal</li> <li>19. sewage lagoons or impoundments</li> <li>20. special waste storage, treatment or disposal</li> <li>21. sludge drying or composting</li> <li>22. street or yard snow removal dumping</li> <li>23. waste oil reprocessing, recycling or bulk storage</li> <li>24. wire reclaiming operations</li> </ol>
I.	<p><b>Wood, pulp and paper products and related industries and activities</b></p> <ol style="list-style-type: none"> <li>1. particle board manufacturing</li> <li>2. pulp mill operations</li> <li>3. pulp and paper manufacturing</li> <li>4. treated wood storage at the site of treatment</li> <li>5. veneer or plywood manufacturing</li> <li>6. wafer board manufacturing</li> <li>7. wood treatment (antispain or preservation)</li> <li>8. wood treatment chemical manufacturing, wholesale bulk storage</li> <li>9. sawmills</li> </ol>

