



28 August 2023

Ms. Siobhan Burland Ross, Director
Environmental Approvals Branch
Manitoba Environment and Climate
14 Fultz Boulevard
Winnipeg MB R3Y 0L6

Subject: File No.: 5510.00: City of Brandon Notice of Alteration for Environment Act Licence No. 2991 to Decommission Cell 4 City of Brandon Wastewater Treatment Lagoons

Dear Ms. Burland Ross:

The City of Brandon (the City) and Pfizer Inc. (Pfizer) submitted a Notice of Alteration (NoA) report and application for the decommissioning of Cell 4 of the City's Wastewater Treatment Lagoon Cell 4 (Cell 4) in May 2021. Cell 4 is a part of the City's wastewater treatment lagoon system and is located approximately 5 km west of the wastewater lagoons, at 720 – 17th Street East in Brandon, Manitoba (the Site). The NoA developed by WSP E&I Canada Limited (WSP E&I, formerly known as Wood Environmental & Infrastructure Solutions) was approved by Manitoba Environment and Climate (MEC, formerly known as Manitoba Conservation and Climate) in December 2022.

The decommissioning of Cell 4 from industrial use is being planned in fulfillment of Section 37 of the City of Brandon *Environment Act Licence* (EAL). The proposed decommissioning of Cell 4 and the management of the cell's lagoon water and sediment includes the following:

- Wastewater drawdown, treatment, and discharge through a discharge point associated with the Licence.
- Consolidation of lagoon sediment and soil from Cell 4 in an on-Site containment cell within the northeastern portion of the cell's footprint.

Upon completion of the proposed decommissioning, it is anticipated that the remnant portion of Cell 4 will be used as additional capacity for periods of excess wet weather flow and be a net benefit for the City's wastewater management system. As detailed in the NoA approval letter, approval is conditional on discharge only occurring between 15 June and 1 October. This NoA letter report requests to extend the period in which treated Cell 4 effluent can be discharged through Cell 5 to 31 October during the decommissioning activities.

As per guidance by MEC, there is a requirement for payment of five hundred dollars (\$500.00) for the NoA fee; however, as the alteration is not anticipated to alter or change the current environmental effects related to the Development, this fee may be waived by MEC.

1 ALTERATION

Cell 4 dewatering will involve the drawdown of water in the cell by flowing the lagoon water through a temporary water treatment system and discharging the treated effluent to the Assiniboine River through the discharge point associated with the Licence. The alteration is to lengthen the time period in which treated effluent can be discharged from 1 October to 31 October.

WSP E&I Canada Limited
6 High Level Road
Oak Bluff (Winnipeg), MB R4G 0E2

T: +1 204-488-2997
wsp.com

"Effective September 21, 2022, Wood Environment & Infrastructure Solutions Canada Limited is now operating as WSP E&I Canada Limited. No other aspects of our legal entity, contractual terms or capabilities have changed in relation to this report submission."

2 SUMMARY OF ENVIRONMENTAL EFFECTS AND PROPOSED MITTIGATION

The potential environmental effects associated with discharging treated effluent to the Assiniboine River were previously described in detail in WSP E&I's 2022 NoA titled, 'Notice of Alteration Report Decommissioning Plan for Cell 4 City of Brandon Wastewater Treatment Lagoons'. This NoA report included a review of potential environmental impacts to aquatic life and surface water quality. The NoA indicated that the proposed alteration did not change the environmental impacts of the development to aquatic life and surface water quality.

Discharge criteria were developed as a part of the current EAL. Per Appendix C of the Licence and for discharge into the Assiniboine River through the final discharge point of the wastewater treatment lagoon system (i.e., manhole MH 12 of Cell 5), treated effluent discharge will be monitored for compliance with Clauses 46 to 49 of the Licence.

Furthermore, a component of the decommissioning plan was the installation of a groundwater monitoring well network to monitor the potential for adverse impacts to groundwater quality and the development of an associated Groundwater Sampling Plan. The Groundwater Monitoring Plan was approved by MEC in June 2023 and will be in effect when activities are underway.

Environmental effects as identified in the Licence's original NoA are not anticipated to change with the Alteration and the City will continue to comply with the Licence requirements. Thus, the environmental impacts associated with the Alteration are considered to be not significant.

3 CONCLUSION

Based on the information provided, WSP E&I is of the opinion that the Alteration, which is to lengthen the time period in which treated effluent can be discharged from 1 October to 31 October, does not create additional environmental effects at the Site, therefore it would be considered a minor alteration under Section 14(1) of the *Environment Act*.

This NoA Report has been prepared for the exclusive use of the City and Pfizer and their agent(s) for specific application identified in this report. The NoA was compiled in accordance with generally accepted assessment practices. No other warranty, expressed, or implied, is made. General limitations are provided in Attachment A.

We trust that this report meets your present requirements. Should you have any questions, or concerns, please do not hesitate to contact WSP.

Prepared by



Eryn Williamson, M.Sc., P.Ag.
Environmental Scientist

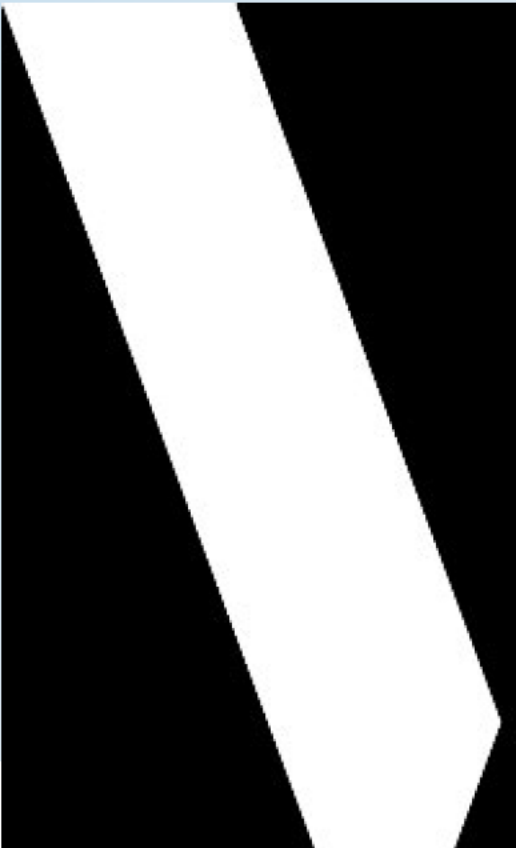
Reviewed by



Fiona Scurrah, M.Sc., R.P. Bio., P.Biol.
Senior Principal Environmental Scientist

Attachment A

Limitations



Limitations

1. The work performed in the preparation of this report and the conclusions presented are subject to the following:
 - a. The Standard Terms and Conditions which form a part of our Professional Services Contract;
 - b. The Scope of Services;
 - c. Time and Budgetary limitations as described in our Contract; and
 - d. The Limitations stated herein.
2. No other warranties or representations, either expressed or implied, are made as to the professional services provided under the terms of our Contract, or the conclusions presented.
3. The conclusions presented in this report were based, in part, on visual observations of the Site and attendant structures. Our conclusions cannot and are not extended to include those portions of the Site or structures, which are not reasonably available, in WSP's opinion, for direct observation.
4. The environmental conditions at the Site were assessed, within the limitations set out above, having due regard for applicable environmental regulations as of the date of the inspection. A review of compliance by past owners or occupants of the Site with any applicable local, provincial or federal bylaws, orders-in-council, legislative enactments and regulations was not performed.
5. The Site history research included obtaining information from third parties and employees or agents of the owner. No attempt has been made to verify the accuracy of any information provided, unless specifically noted in our report.
6. Where testing was performed, it was carried out in accordance with the terms of our contract providing for testing. Other substances, or different quantities of substances testing for, may be present on-site and may be revealed by different or other testing not provided for in our contract.
7. Because of the limitations referred to above, different environmental conditions from those stated in our report may exist. Should such different conditions be encountered, WSP must be notified in order that it may determine if modifications to the conclusions in the report are necessary.
8. The utilization of WSP's services during the implementation of any remedial measures will allow WSP to observe compliance with the conclusions and recommendations contained in the report. WSP's involvement will also allow for changes to be made as necessary to suit field conditions as they are encountered.
9. This report is for the sole use of the party to whom it is addressed unless expressly stated otherwise in the report or contract. Any use which any third party makes of the report, in whole or the part, or any reliance thereon or decisions made based on any information or conclusions in the report is the sole responsibility of such third party. WSP accepts no responsibility whatsoever for damages or loss of any nature or kind suffered by any such third party as a result of actions taken or not taken or decisions made in reliance on the report or anything set out therein.
10. This report is not to be given over to any third party for any purpose whatsoever without the written permission of WSP.
11. Provided that the report is still reliable, and less than 12 months old, WSP will issue a third-party reliance letter to parties that the client identifies in writing, upon payment of the then current fee for such letters. All third parties relying on WSP's report, by such reliance agree to be bound by our proposal and WSP's standard reliance letter. WSP's standard reliance letter indicates that in no event shall WSP be liable for

any damages, howsoever arising, relating to third-party reliance on WSP's report. No reliance by any party is permitted without such agreement.